

THIS PACKET CONTAINS THE FOLLOWING DOCUMENTS:

- 1. DS SERVICES OF AMERICA, INC.'S ASSOCIATE HANDBOOK EFFECTIVE JULY 1, 2016;**
- 2. "EMPLOYMENT ARBITRATION POLICY" (ADDENDUM A);**
- 3. "EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION POLICY" (ADDENDUM B); and**
- 4. STATE SPECIFIC ADDENDUMS TO THE ASSOCIATE HANDBOOK**

DS Services of America, Inc.
Associate Handbook

Effective July 1, 2016



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SECTION 1 - INTRODUCTION

1.1 How to Use This Guide

The policies, procedures and guidelines in this Handbook are designed to help the Company create an environment that supports Associate productivity and encourages positive commitment toward the organization and are designed to provide Associates with information about their employment. The policies, procedures and guidelines are tools to help supervisors and managers create and maintain consistent practices within the Company.

This guide also defines standards of conduct the Company expects all Associates to adhere to and to respect.

Violations of any policy discussed in this document may lead to disciplinary action, up to and including termination of employment.

At times, local and/or state law differs from Federal law. Associates should refer to the Addendum(s) provided in addition to the Handbook to learn more about state and/or local specific policies applicable to Associates in the state in which they are employed. Please note that to the extent any applicable law differs from this Handbook, the applicable laws will apply.

Human Resource professionals are available to answer questions and provide assistance in interpreting their application in specific situations.

Those Associates covered under a collective bargaining agreement (CBA) may have variations to the policies outlined in this guide and should always review this guide along with the applicable collective bargaining agreement for clarification. To the extent any of the policies, procedures, and practices in the Handbook – including any subsequent issued changes – conflict with the terms of any CBA governing an Associate’s employment, the CBA terms will prevail.

None of the policies, procedures, or guidelines in the Handbook is intended to, or will be interpreted to, or administered as, interfering with, restraining, or coercing Associates in the exercise of their rights under the National Labor Relations Act, including their right to engage in or not engage in protected concerted activities, or rights under other applicable laws.

1.2 DS Services’ Position on Unions

DS Services is committed to maintaining a workplace where open communication is a daily practiced norm and Associates have the opportunity to maximize their personal development. We listen to the ideas and opinions of our Associates directly so we can achieve our mission, “To be North America’s favorite water, coffee and tea service provider where consumers live, work, play and shop”.

We do not believe that any of our Associates benefit from third party intervention at our Company. We strive for all of our Associates to work together, share thoughts and ideas, questions and answers in an atmosphere of mutual trust.

Collective bargaining agreements often create rules that limit the ability of employers to respond to new ideas, the marketplace, and our competition quickly and effectively. It is important that we remain flexible in order to grow our business, keep and create jobs and reward our Associates. In today’s

marketplace, our ability to react quickly and effectively to meet changing customer needs within the industries in which we compete is a key to our success. None of us want to be artificially restricted.

We continuously strive to ensure DS Services is a great place to work and to ensure that our wages and benefits are on par with our competitors within the industries in which we compete. We are committed to open communication in our workplace in all respects and believe in our ability to work directly with Associates without the need for third party representation.

We vigorously strive to preserve an environment which supports the fulfillment of these goals. Where we currently have collective bargaining agreements, we deal in absolute good faith.

SECTION 2 - COMPANY POLICIES AND GUIDELINES

2.1 Reasonable Accommodation of Disabilities

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities and requires employers to provide reasonable accommodations to qualified individuals with disabilities. It is the Company's policy to comply with all Federal, state, and local laws applicable to the employment of persons with disabilities.

The Company will make reasonable accommodations for the known physical or mental disabilities of an applicant for employment or an Associate, unless undue hardship would result. Some examples of possible accommodations include, but are not limited to, a change in the work environment or in the way a job is performed, acquiring or modifying equipment or devices, modifying work schedules or allowing extended leaves of absence when appropriate. Any applicant or Associate who requires accommodation in order to perform the essential functions of a job should contact the Human Resources Department and explain what accommodations he or she believes are needed in order to perform the job. Upon such notification, the Human Resources Department will provide the applicant or Associate with a list of the additional information needed by the Company to determine if the applicant or Associates qualifies for an accommodation and, if so, the scope and length of the accommodation. If the Company is unable to provide an accommodation for the applicant or Associate's current position, together with the applicant or Associate, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon the Company, the Company will make the accommodation.

If an individual believes there has been a violation of this Policy or believes he or she has experienced harassment based on his or her disability, the individual should use the Complaint Resolution Procedure outlined in Section 6.1 of this Handbook.

The Company prohibits retaliation against any Associate for requesting an accommodation, filing a complaint under this policy, or for assisting in a complaint investigation. If an Associate believes that any one has taken action against him or her in retaliation for requesting an accommodation, filing a complaint or participating in an investigation, the Associate should follow the Complaint Resolution Procedure outlined in Section 6.1 of this Handbook.

2.2 At-Will Employment

Employment at DS Services is at-will. This means that either the Company or any of its Associates may terminate the employment relationship at any time, with or without cause or advance notice. No supervisor, manager, or representative of DS Services other than the Chief Executive Officer has the authority to enter into any agreement with an Associate for employment for any specified period of time

or to make any promises that are contrary to at-will employment. Further, any individual employment agreement entered into by the Chief Executive Officer shall not be valid unless it is in a formal written agreement and signed by the Associate and the Chief Executive Officer.

Employment at-will also means the Company may discipline you or change the terms and conditions of your employment, including but not limited to demotions, promotions, transfers, compensation, benefits, duties, and hours of work, at its discretion, at any time, with or without notice.

DS Services retains the right to modify, revoke or update any of its employment policies (except its policy of at-will employment) and benefits at any time for any reason. When such changes are made, the Company will communicate them to Associates in writing. No supervisor, manager or other representative of DS Services has the authority to make any verbal promises, commitments, or statements of any kind contrary to DS Services' written policies, procedures, or benefits.

2.3 Bulletin Boards

Company locations display required Federal, state, local and Company notices and posters on a bulletin board that is reserved for this purpose. Associates may not post any signs or notices on Company bulletin boards, walls, gates, fences, posts, Company vehicles or other Company property.

2.4 Business Equipment and Technology

The Company understands that information technology is critical for its current and future business success and therefore provides Associates with business tools designed to improve the efficiency of the organization. These tools include, but are not limited to: electronic mail, telephones, computer hardware and software, fax machines, copiers, Internet, Intranet, voice mail and wireless communication devices such as cellular telephones and tablets.

Personal Use of Business Equipment and Technology

The use of the Company's business equipment and technology is primarily limited to Company business. Personal tasks and communication should be performed only during non-work time. For example, personal use of a mobile phone during working hours should be limited to breaks and emergencies only and occasional communications by Associates with their colleagues, family or friends using Company business equipment and technology is permitted provided such personal communications are performed only during non-work time. The use of Company equipment to engage in any outside business is strictly prohibited.

Utilizing Company equipment to access inappropriate web sites, downloading any software and/or materials of a non-work related nature, or engaging in any other conduct that violates the Company's policies, including the EEO and Affirmative Action and Harassment Policies constitutes grounds for disciplinary action up to and including termination of employment.

Additionally, personal devices and/or any other un-authorized technology device may not be connected to the DS Services technology infrastructure at any time. Requests for new connections or exceptions must be made to the Chief Information Officer prior to any connection or modification attempt.

Storage and Retrieval of Electronic Information

By placing information on the Company's computer systems, Associates grant the Company the right to access, edit, delete, copy, republish and distribute such information. Since deleted or erased electronic

mail and voice mail messages may remain stored in their respective systems, the Company may access them.

No Expectation of Privacy With Respect to Company Equipment and Technology

To ensure that information systems are being used properly and in compliance with this policy, the Company reserves the right to conduct an inspection or search of Company business equipment and technology at any time, and to access, copy, and disclose all information and communications created, transmitted, or stored on the Company's business equipment and technology in accordance with the requirements of applicable law. Users should not have any expectation of privacy with respect to such materials and information, with the sole exception of communications to and from attorneys for the Company. The Company, without notice, may periodically access, display, copy or listen to any messages or communications sent, received, created, or stored through or in its systems, in accordance with the requirements of applicable law.

For business and safety reasons, our Company-issued vehicles, certain hand-held devices and other business equipment (including but not limited to iPads) are equipped with GPS Tracking systems. The Company reserves the right to use GPS to monitor location and activities for all of our personnel with Company-issued vehicles, hand-held devices and other equipment (including but not limited to iPads) during working hours or when an Associate is performing Company business. Certain GPS devices (including but not limited to iPads) must remain on 24/7.

Tampering with or disabling any GPS device is considered destruction of Company property as well as falsification of records and Associates violating this policy may be subject to disciplinary action, up to and including termination.

Any Associate issued an iPad or other Company equipment must immediately notify the Company if the iPad or equipment is lost or stolen.

Passwords

Passwords are an important aspect of computer security. All users are responsible for taking the appropriate steps to select and secure their passwords. Associates should not share log in or password information.

2.5 Social Media

DS Services recognizes that many of its Associates use social media such as Facebook, Twitter, LinkedIn, YouTube, blogs and other online social networks. In order to avoid problems or misunderstandings, the following Company guidelines apply when you are on the internet as an identifiable Associate of the Company.

- When you discuss DS Services or its brands, including any "likes" for DS Services or its brands, you must identify yourself with your name and, where relevant, your role at the Company. Only a few Associates at the Company are official spokespersons, so if you are not one of them, you must make clear that you are speaking for yourself and not the Company. It is best to include a disclaimer like "The postings on this site are my own and do not necessarily reflect the position, strategy, views or opinions of DS Services."
- You are personally responsible for the content you publish online. Before creating online content, consider some of the potential risks that are involved. Remember that the internet never

forgets and anything you publish will be visible to the world for a very long time. If you are unsure about the appropriateness of content, please check with your manager or supervisor.

- You cannot use social media to share any Confidential Information. In addition, talking about revenues, future products, pricing decisions, unannounced financial results or similar matters will get you, the Company or both in serious trouble. Please be sure to follow all requirements of the Company's Insider Trading Policy in any social media activity.
- Respect your audience. Don't use ethnic slurs, personal insults, obscenity or engage in any conduct that would not be acceptable in the Company's workplace. Remember, your social media activity must comply with all of our policies including Conflict of Interest, EEO and Affirmative Action and Harassment.
- Respect all copyright and intellectual property laws. For the Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands.
- Our policies apply to the use of social media use at work, including our policy that personal use of our computers, including personal social media activities, should not interfere with your duties at work.

Keep in mind that any of your conduct on social media, including a failure to follow these guidelines, may lead to disciplinary action up to and including termination of employment.

2.6 Diversity

The concept of diversity encompasses acceptance and respect. It means understanding that each individual is uniquely different. The Company's Diversity Strategy is to develop an inclusive work environment where individual differences are recognized, valued and embraced. Individual differences will bring richness to thinking, creating and problem solving. A diverse workforce will also enhance our understanding of our Associates, customers and communities where DS Services' Associates work and live.

Key elements of the Diversity Strategy include:

- Awareness and understanding of diversity and its impact on individuals, groups, the workplace and DS Services' customers;
- Support of Associates in seeking out, using and valuing diversity in the workplace;
- Embracing and valuing community involvement as a means of developing a competitive advantage, enhancing DS Services' reputation and increasing Associate diversity awareness and participation through community support efforts;
- Developing relationships with minority and women-owned businesses;
- Linking diversity efforts and the resource development processes to attract and develop a diverse, talented workforce and meet our legal obligations in regard to Equal Employment Opportunity and Affirmation Action.

2.7 Employment Verification and Associate Records

Human Resources and Payroll are authorized to respond to verbal or written requests for information about current or former Associates. Requests may include, but are not limited to, garnishments, subpoenas for Associate records, verbal or written verification of employment, workers' compensation claims, and unemployment insurance claims. Under no circumstances should anyone outside of Human Resources provide verbal or written references for current or former Associates. The Company cooperates

with state and Federal agencies as well as law enforcement officials to supply requested information as part of an official investigation.

Any Associate is entitled to review his/her personnel file in accordance with applicable law. An Associate may contact his/her HR Manager to set up an appointment to review his/her file.

Associates are responsible for keeping current mailing addresses on file with Human Resources and Payroll. This is important to ensure receipt of payroll and benefits information, as well as other Company mailings. Associates may update their address by logging onto the Self-Service module of the Human Resources Information System. The link can be found on the HR tab on Insight.

The Company utilizes an outside vendor called The Work Number, for employment verification. Associates may obtain instructions and the phone number for The Work Number by contacting the Human Resources Department.

To obtain proof of employment and income, Associates will need to provide the inquirer with their Social Security Number, the DS Services of America, Inc. Employer Code, which is **12819** and the access options to The Work Number. The Work Number Access Options are: via the web at www.theworknumber.com or by calling 1-800-367-5690.

If proof of employment *and* income is needed, the Associate must give permission to the person inquiring by providing an electronic authorization, called a “Salary Key”. Associates can get a Salary Key by visiting www.theworknumber.com or by calling 1-800-367-2884.

2.8 External Communication

Communications with Outside Legal Counsel and Process Servers

Under no circumstance should an Associate speak on behalf of DS Services with any attorney outside the Company or any person who represents that he/she is acting in a legal capacity, such as a process server, without prior authorization from the Legal Department or with limited exceptions as related to your specific job requirement. Please direct any such communications to the Legal Department as soon as possible after receipt.

If you are contacted by a process server, you should not accept service of process on behalf of DS Services. You should inform the process server that DS Services’ agent for service of process is Registered Agent Solutions, Inc. or such other agent for service as the Company may select from time to time, and information on how to properly serve DS Services can be found on the website of the Secretary of State or similar agency of the state where the service is intended. If you receive any legal documents via mail or fax, send the documents immediately via e-mail to the Legal Department. Please maintain the original on-site.

Communications with Regulators and Governmental Agencies

Under no circumstance should an Associate speak on behalf of DS Services with any government official or regulator (federal, state or local) without the prior authorization of the Government Affairs Department or with limited exceptions as related to your specific job requirement. Please direct any such communications to the Government Affairs Department.

Media Contacts

It is an important objective of DS Services to present a clear, accurate and consistent message to external audiences about our brands, services and operations. This strengthens and protects our image, reputation and proprietary data. Participation in editorial media opportunities, such as being quoted in newspaper or magazine articles or being interviewed as part of a radio or television news story, must enhance our brand equity, promote sales, create value and/or enhance our image in the communities where we do business. Accordingly, if a reporter or other individual from a website or other electronic media, technical or industry trade journals, newsletters, newspapers, magazines, television or radio stations or other news outlet contacts you, please refer the media representative to the Government Affairs Department as soon as possible.

Media interviews and requests of any kind involving the media must always be pre-authorized by the Government Affairs Department. This process helps ensure that DS Services is able to evaluate each media request and determine the most appropriate response. If a member of the media insists on speaking with you, do not hesitate to say: "I don't know" or "Unfortunately, this is not my area of expertise but let me refer you to someone who would be glad to help you." Insist on referring the person as provided in this policy. Remember, if you receive an inquiry from the media, it is better to say nothing at all than to begin a conversation that puts you "on the spot." However, please be polite and courteous. All Associates are subject to the policies and procedures set forth in our handbook which includes restrictions on disclosing confidential information, including information about our customers and other Associates.

This policy is not applicable to media requests for comments regarding subjects that are otherwise protected by applicable law, such as the National Labor Relations Act.

2.9 Solicitation

In order to maximize Associate performance and overall productivity, DS Services maintains an environment where Associates are free from unnecessary interruptions in workflow and processes.

Accordingly, solicitation of any kind or distribution of written or printed materials on Company property by non-Associates is prohibited at all times. Solicitation by Associates is prohibited during working time. Distribution by Associates of written or printed materials that are unrelated to Company business is prohibited at all times in work areas.

Work areas: Any workspace where Associates engage in work duties. It does not include areas such as locker rooms, changing rooms, break areas, or Associate meal rooms.

Working time: All time in which either the Associate soliciting or the Associate being solicited is engaged in work duties. Working time does not include meal periods or breaks, before or after a shift, or other time designated as the Associate's own time.

2.10 Other Company Policies

The Company has adopted and implemented other policies that are not included in this Handbook and may adopt and implement other policies from time to time. Associates are required to abide by such other policies. Examples of these policies include, but are not limited to, the Company's Delegation of Authority Policy, the Expense Reimbursement Policy, the Insider Trading Policy and the Document Retention Policy.

SECTION 3 - BUSINESS CONDUCT AND ETHICS

3.1. Goals and Expectations

Business Conduct and Ethics underscores our fundamental values and is intended to help us understand how to make proper and ethical day-to-day business decisions. DS Services is committed to conducting business in a manner that follows the highest ethical standards and complies with all applicable laws.

You are responsible for conducting yourself in compliance with the provisions of this Section.

The goals of this Section include:

- Informing you of the cultural and behavioral expectations for engaging in proper and ethical business conduct.
- Providing guidance for relevant regulations, laws and policies affecting your day-to-day activities, including guidance on making political and charitable contributions, and guidance on what actions you should take when faced with blackmail or extortion.
- Promoting the protection of Company assets, including corporate opportunities and confidential information.
- Facilitating a process for addressing issues and questions involving appropriate business conduct.
- Identifying a confidential means for you to report suspected violations of this Section.

Key cultural expectations DS Services hopes this Section will facilitate:

- Compliance with all applicable regulations, laws and policies governing our business conduct worldwide.
- Being honest, fair and trustworthy in conducting all DS Services activities.
- Being aware of and avoiding conflicts of interest between work and personal affairs.
- Sustaining an atmosphere of fair employment practices extending to every member of the DS Services workforce.
- Helping to ensure a safe workplace and protection of the environment.
- Nurturing a culture where ethical conduct is recognized, valued and exemplified by all Associates.

In today's business and regulatory environment, the legal requirements affecting DS Services' operations can be complex and sometimes confusing. DS Services also knows that things change. As a result, every ethical and legal issue simply cannot be anticipated and DS Services cannot provide all the answers, nor can it replace the honest and ethical behavior of thoughtful officers and Associates. It must operate as a guide to help you resolve ethical and legal questions.

It is your responsibility to use your common sense when there are questions regarding your behavior or that of other DS Services Associates and people with whom DS Services is doing business. When all else fails, ask for assistance when answering such questions.

Most of all, you must always simply "do the right thing."

3.2. Our Core Values

Integrity - A cornerstone of who DS Services is

A cornerstone of the way DS Services does business is our integrity. All interactions with customers, vendors, suppliers, shareholders and fellow Associates are to be conducted with the utmost integrity, honesty and mutual respect.

Our Constant Drive for Excellence

DS Services must continuously strive for excellence. We should never be satisfied with what DS Services is today. DS Services can, and will, be even better tomorrow.

Our Most Valued Asset - Our Associates

DS Services will strive to build a team that is empowered, encouraged, dedicated to self-improvement and professional growth and committed to winning. That means DS Services does not tolerate any unnecessary bureaucratic or political behaviors. Simply put, you must always try to “do the right thing” in your interactions with others.

Our Business Partners

DS Services’ strategic business partnerships with customers, vendors and suppliers all produce shareholder value. DS Services must nurture and grow these relationships by conducting its daily business in a respectful, honest and competitive manner.

Our Shareholders

DS Services is a subsidiary of Cott Corporation, a publicly traded company, and therefore has a duty to shareholders to strive to increase the value of their investment and to vigorously safeguard it. DS Services owes it to them to continuously “do the right thing” in each facet of our business. That means DS Services must be at its best not only competitively but ethically as well. DS Services will strive to increase shareholder value each and every day.

3.3. *Compliance with Laws*

It is the responsibility of every Associate to be in full compliance with laws, regulations and Company policies in all areas where business is carried out. At DS Services, compliance with the law means observing both the letter and spirit of the law, and conducting our business affairs so that we maintain the highest respect in our industry. In all situations, including those where there are no applicable legal principles or where there are unclear or conflicting laws, Associates must conduct business in such a manner that will not embarrass or pose a risk to the Company today or in the future. In general, ignorance of the law is not a defense. Accordingly, Associates must be aware of laws governing the Company and must ensure all conduct is in compliance with all such laws, including local laws. Guidance on specific questions can be obtained from the Company’s Legal Department.

3.4. *Conflicts of Interest*

It is expected that our Associates avoid situations where personal interests or those of family members conflict with Company interests. We expect honesty from our Associates in their handling of money, merchandise and property with which they are entrusted. We expect our Associates to be honest with respect to intangible things as well; in the time, effort and full performance of their jobs. You must not misuse Company resources or influence, or discredit DS Services’ good name and reputation, in conducting your work. The Company recognizes your right to engage in financial, business, and other private activities unrelated to your job. However, these activities must be free of conflicts with your job responsibilities at DS Services.

A “conflict of interest” describes any circumstance where your personal, financial or private interest (or the interest of a family member) interferes in any way, or even appears to interfere, with your responsibilities to the Company and the interests of the Company.

It is impossible to list all of the potential conflicts of interest that may arise. Associates are expected to use good judgment and common sense to avoid not only actual conflicts of interest but also the appearance of conflicts of interest. Potential conflicts of interest can arise in many circumstances, such as the process of purchasing goods and services, expense reporting, outside activities, use of Company property and internal business controls. DS Services maintains additional policies on each of these subjects to ensure that no conflicts of interest occur. Some useful guidelines are:

Avoiding Conflict:

- Disclose to your immediate supervisor any outside activities, financial interests or relationships that may present a conflict of interest or even the appearance of a conflict.
- Exercise good judgment in all personal and business dealings.
- Never misuse Company resources or assets by using them for anything other than a legitimate Company business purpose.
- Obtain approval from the Company’s General Counsel before accepting any position as an officer, director, consultant or employee of any outside business concern or activity. Such approval must be in writing, with a copy sent to Human Resources to be maintained with the Associates’s personnel file.
- Never engage in any activities that might directly or indirectly compete with the Company.

Red Flags Signaling Possible Conflicts of Interest:

- Holding a financial interest in a company that does business with or that could otherwise affect the Company’s business.
- Taking a job that may interfere with your job at the Company or tempt you to use Company working hours or equipment for activities other than your role at the Company.
- Misusing Company resources or influence to promote or assist an outside business.
- Conducting Company business with, or employing, a spouse, relative, or close personal friend.

It may not always be clear when you have a conflict of interest. For example, a conflict of interest may arise if you or a member of your household has any affiliation with or ownership interest in a competitor, customer, provider, supplier or any company that does business with the Company. You should report any actual or potential conflicts to your manager.

3.5. *Political Activities and Contributions and Charitable Contributions*

The Company does not discourage the participation of Associates in political and related activities. However, you may not make political contributions on the Company’s behalf, either directly or indirectly, without the prior written approval of the Company’s General Counsel. You may support the political process through personal contributions, subject to satisfying yourself that there is no regulatory prohibition or restriction on such contributions. You may support the political process by volunteering your personal time to the candidates or organizations of your choice. These activities, however, must not be conducted on Company time or involve the use of any of the Company’s resources such as telephones, computers or supplies, and these activities must not intersect with the Company’s businesses or with our position on a public policy.

The Company encourages associates to contribute to the charitable organizations of their choice, subject to satisfying themselves that there is no regulatory prohibition or restriction on such contributions. However, as with political activities, Associates may not use the Company's resources to personally support charitable or other non-profit institutions not specifically sanctioned or supported by the Company. Any charity supported by the Company shall be subject to due diligence review by the Legal Department to ensure compliance with applicable laws, and all contributions must be accounted for properly.

3.6. Anti-Corruption and Bribery, including Gifts and Entertainment

Bribery is essentially the offering, promising, giving, accepting or soliciting of an advantage (financial or otherwise) as an inducement for an action which is illegal or a breach of trust.

Bribery

Like all businesses, the Company is subject to many laws, both U.S. and non-U.S., that prohibit bribery in virtually every kind of commercial setting. The rule here is simple - don't bribe anybody, anytime, for any reason, and don't accept bribes from anyone. The Company has a "zero tolerance" approach to all forms of bribery and corruption within its business. You should also be careful when you give or receive gifts and pay for entertainment or other business courtesies on behalf of the Company. We want to avoid the possibility that the gift, entertainment or other business courtesy could be perceived as a bribe or as intended to influence a business transaction with another party, regardless of whether the Company is the supplier or the purchaser.

Government Officials

Offering, extending, soliciting or receiving any gifts, entertainment, gratuities or other business courtesies or payments that could be perceived as bribes becomes especially problematic if you're dealing with a government official. Transactions with governments are covered by special legal rules, which are not the same as conducting business with private parties. Several laws around the world, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act and the OECD Convention Against Corruption of Foreign Government Officials, specifically prohibit offering or giving anything of value to government officials to influence official action or secure an improper advantage. This not only includes traditional gifts, but also things like travel, political or charitable contributions and job offers. There is no monetary threshold – any amount could be construed as a bribe.

Gifts and Entertainment

Reasonable and proportionate hospitality or promotional expenditure, which seeks to improve the image of the Company, better present the Company's products and services or establish cordial relations, is recognized as an established and important part of business. You should never accept gifts or entertainment from a customer, supplier or anyone attempting to do business with the Company unless they are unsolicited and they do not create any obligation on your part. Accepting any gift of more than nominal value or entertainment that is more than a routine social event can appear to be an attempt to improperly influence your decisions with respect to customers, suppliers, consultants or the like. You should observe the following standards when deciding whether or not to accept gifts, entertainment or travel and lodging.

Accepting Gifts

You may not accept gifts such as merchandise or products, theater tickets, tickets to sporting events, and personal services or favors, unless they have a value of less than \$100. This dollar limit is intended to allow you to accept gifts of a nominal value and foster ongoing relationships with customers, suppliers and consultants. Gifts of any amount may never be solicited. A gift of bonds, securities, cash or cash equivalents, such as debit cards with cash already loaded or gift certificates, may never be accepted. In some international business transactions, it is customary and lawful for business leaders in a host country to give gifts to the Company's Associates. These gifts may be of more than nominal value and under certain circumstances, returning the gifts or paying for them may be an affront to the giver. If you receive a gift in such a situation, you must report the gift promptly to your manager. In the event gifts cannot be returned and offering to pay for them would adversely affect continuing business relationships, you must promptly notify your manager and follow the instructions of the Company with respect to the gift. In some cases, the Company, at its sole discretion, may retain the gift, rather than you.

Being Entertained

Customary business entertainment such as lunch, dinner, theater, a sporting event, and the like, is appropriate if of a reasonable nature. The purpose of accepting such business courtesies must be to hold bona fide business discussions or to foster better business relations. You should report (in advance, if practical) all such accepted entertainment to your manager.

Accepting Travel and Lodging

You may not accept payment for, or gift of, free transportation, lodging or other travel expenses unless you are traveling as part of a group hosted by a customer, supplier or consultant or their representatives, the trip is business-related and the gift or payment is reported and approved in advance by your manager. If the outside party reimburses you for transportation, lodging or other expenses that was paid by the Company, the reimbursement payment must be given to the Company.

Giving Gifts

Don't give gifts to a customer, supplier or any other person in the course of facilitating business if you know or suspect the recipient is prohibited from accepting them. If you aren't sure whether there is a prohibition, you must inquire.

Entertaining Customers and Suppliers

Don't entertain any customer, supplier or any other person in the course of facilitating business if you know or suspect the person being entertained is prohibited from accepting it. If you aren't sure whether there is a prohibition, you must inquire.

Facilitating Payments

Facilitating payments (sometimes called "grease" payments) are usually small payments or gifts made to junior or low-level government officials in order to speed up or "facilitate" actions the officials are already duty-bound to perform. You must not make facilitating payments and you must not allow others who work for you to make them. The Company makes no distinction between facilitating payments and bribes. Any type of facilitating payment is prohibited, large or small, whether or not such payments are considered a part of the local business practice or acceptable under local law (which is rare, if permitted at all), and even if the Company's competitors engage in such practices.

Third-Party Agents

In general, do not offer anything to a customer, supplier or government official – directly, or even indirectly through a third party – in return for favorable treatment. You must obtain prior approval from the Company’s General Counsel before providing anything of value to a customer, supplier or government official, and you must ensure that any such payments once approved are properly recorded. In addition, the Company may be held liable for bribes paid by a third-party agent or consultant acting on the Company’s behalf. Take particular care when evaluating a prospective third party who might interact with others on behalf of the Company. You must not engage a third-party agent or consultant if there is reason to believe that the agent or consultant may attempt to bribe a customer, supplier or government official. Also, ensure that all agents and consultants agree to abide by the anti-bribery provisions contained in this Handbook.

3.7. Recordkeeping

We are required to submit many documents and reports to the U.S. Securities and Exchange Commission (“SEC”), Canadian securities regulatory authorities and other regulators. These materials and any other DS Services public communications must include disclosure that is full, fair, accurate, timely and easy to understand.

You must be familiar with and comply with DS Services’ disclosure controls and procedures and its internal control over financial reporting. You are responsible and accountable for the accurate reporting of all transactions in which you are directly involved. Accurate and reliable records are essential for DS Services to meet its legal and financial obligations and to manage its business. You must keep books, records and accounts in a way that shows a fair and accurate accounting of all business transactions and use of assets, showing them in reasonable detail. Payment by DS Services for goods and services shall be supported in all cases by invoices or other appropriate documentation reflecting the actual purpose of the payments. Payments may only be made to the people or businesses that supplied the goods and services, unless the contrary has been approved in advance by your manager.

Falsifying a DS Services record is not allowed. Off-balance sheet transactions, arrangements and obligations must not be executed, and unrecorded funds or assets must not be maintained, unless permitted by applicable law or regulation. If permitted, such transactions, arrangements, obligations and accounts, if material, must be disclosed in appropriate reports to the SEC. Any questions in this regard should be directed to the Company’s Chief Financial Officer.

Officers and managers must maintain an internal accounting system with controls that:

- Prevent unauthorized, unrecorded or inaccurately recorded transactions.
- Allow financial statements to be prepared that are based on generally accepted accounting principles.

You must cooperate fully with DS Services’ accounting and internal audit departments, as well as DS Services’ independent public accountants and legal counsel. Managers must make sure that third parties that create or update DS Services records follow the same rules, where appropriate.

3.8. Protecting DS Services’ Assets

You have a responsibility to properly use and protect the assets of DS Services. Assets can be both tangible (such as buildings, furniture, computer systems and equipment, inventory, tools and funds) as well as intangible (such as trade secrets, work time, marketing and pricing strategies). All electronic

information transmitted or contained in DS Services' information systems is the property of DS Services and should be properly safeguarded and used only for job-related purposes.

Taking Advantage of Corporate Opportunities

You owe a duty to DS Services to advance its interests when the opportunity arises. You should not take for yourself personally (or for the benefit of friends or family members) opportunities that are discovered through the use of DS Services property, information or position.

3.9. Our Associates

DS Services strives for a workplace that is inclusive and safe for our Associates and business partners. Our policies and programs are designed to promote fairness and respect for all individuals, and to foster a workplace where diversity and inclusion are valued. DS Services does not tolerate discrimination, harassment or retaliation. Behaviors that put our Associates or business partners at risk are not allowed.

Equal Employment Opportunity

DS Services is proud to be an Equal Opportunity and Affirmative Action employer. It is DS Services' goal to have a work force that reasonably reflects the diversity of qualified talent that is available in relevant labor markets. DS Services seeks to recruit, develop and retain the most talented people from a diverse candidate pool.

DS Services bases employment decisions, including selection, development and compensation decisions, on an individual's qualifications, skills and performance. It does not base these decisions on personal characteristics or status, such as race, color, sex, pregnancy, national origin, citizenship, religion, age, disability, veteran status, sexual orientation, gender identity, marital status, and/or genetic information. DS Services is fully committed to equal employment opportunity and compliance with the letter and spirit of the full range of fair employment practices and non-discrimination laws in the countries in which it does business.

Harassment

DS Services strives to have a workplace that is free from harassment. DS Services does not tolerate inappropriate behavior or harassment by, or of, our Associates or business partners. Under our anti-harassment policy, harassment is any behavior that:

- Unreasonably interferes with an Associate's job performance, or
- Creates a workplace that is intimidating, hostile, abusive or offensive.

Our Associates must:

- Treat everyone with respect, and
- Refrain from unwelcome or potentially offensive verbal or physical behavior, including slurs, name calling, jokes, touching and other potentially harassing or intimidating actions.

Managers must:

- Administer DS Services' policies and programs in a way that is appropriate, consistent and does not discriminate,
- Monitor the workplace and take steps to prevent and address inappropriate behavior,

- Support our equal opportunity and affirmative action policies and programs, and
- Make reasonable accommodations for workers with disabilities in keeping with the laws that apply.

DS Services will discipline those who act in an unacceptable way.

Personal Relationships

DS Services wants to avoid even the appearance of favoritism in the workplace. People with close personal relationships must not be in a supervisory/subordinate reporting relationships or other positions of authority or perceived authority that can influence employment decisions about one another.

If you find yourself in this situation, you must disclose it by contacting the Human Resources Department. DS Services' management will work with your manager to see if a change in reporting relationships is needed.

3.10 Insider Trading

U.S. and Canadian securities laws prohibit the purchase or sale of a company's securities by persons who are aware of material information about that company that is not generally disclosed to the public. These laws also prohibit persons who are aware of such material nonpublic information from disclosing this information to others who may trade. DS Services is subject to an "Insider Trading Policy" for its officers, Associates and consultants with respect to the trading of securities in Cott Corporation, as well as the securities of publicly traded companies with whom DS Services has a business relationship. Set forth below is a brief summary of the policy.

The Insider Trading Policy prohibits trading in the securities of Cott Corporation, directly or through family members or other persons or entities, while you are aware of material nonpublic information relating to DS Services or Cott Corporation. Similarly, the Insider Trading Policy prohibits trading in the securities of any other company while you are aware of material nonpublic information about that company which was obtained in the course of your employment with DS Services. Under the Insider Trading Policy, you may not pass material nonpublic information on to others or recommend to anyone the purchase or sale of any securities while aware of such information. This practice, known as "tipping," also violates the securities laws and can result in the same civil and criminal penalties that apply to insider trading.

To help prevent inadvertent violations of the securities laws and to avoid even the appearance of trading on the basis of inside information, the Insider Trading Policy prohibits certain Associates from trading in Cott Corporation's securities during quarterly blackout periods and during certain event-specific blackouts. The Insider Trading Policy also requires certain Associates to pre-clear all transactions in such securities. You will be notified if you are subject to such blackouts or pre-clearance procedures.

Regardless of whether you are subject to blackout periods or whether a blackout is or is not in effect, trading on the basis of material nonpublic information is a crime. DS Services will cooperate with regulatory authorities in any investigation of trading in Cott Corporation's securities, and may take action up to and including termination for violations of the Insider Trading Policy.

3.11 Fair Competition

DS Services engages in free and fair competition throughout the world and believes that unrestricted honest competition is essential to the operation of the free enterprise system. Most countries have laws

(often referred to as “antitrust” or “competition” laws) that prohibit restraint of trade through such activities as price-fixing, allocating customers or territories and abusing a dominant market position. DS Services must abide by these laws. These laws have been, and continue to be, an important contributor to the free markets in which DS Services operates. You should endeavor to deal fairly with DS Services’ customers, suppliers, competitors and other Associates. You should not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice. Collusive, anti-competitive discussions and/or agreements with competitors and others are prohibited. These include: agreements to fix prices or allocate or divide markets or customers; boycotting or refusing to deal with customers or suppliers, without legitimate business reason; or engaging in any other behavior that unlawfully restrains competition. The selection of suppliers of goods and services to DS Services will be based on objective criteria, including quality, price, service and overall benefit to DS Services.

DS Services carefully safeguards its strategic and other information, and any disclosure to a competitor or other market participant, even if unintended, could adversely affect DS Services’ business. Discussing or exchanging information that is competitively sensitive, in particular with competitors, is prohibited. Examples of this type of information include prices, costs, marketing plans or studies and production plans and capabilities. You should consult first with the Company’s General Counsel prior to having any discussion with a competitor. If any competitor initiates a discussion involving any of these subjects, you must refuse to participate in the discussion and report the matter to the Company’s General Counsel.

If you participate in trade associations, or have other routine contacts with competitors, customers or suppliers, you must be especially careful not to divulge this type of information. Except in the case of the Chief Executive Officer, whose participation in such associations is permitted in his discretion, participation by Associates in such associations must have the prior approval of the Cott Corporation Management Committee. Such approvals should be in writing and a copy sent to the applicable People Department representative to be maintained with the Associates’s personnel file.

3.12 Confidential Information

Confidential and Inside Information

You will, during the course of your relationship with DS Services, have access to confidential information relating to DS Services and its business. Confidential information includes all non-public information that might be of use to competitors or harmful to DS Services or its customers if disclosed. Examples of confidential information include: (a) any competitive system, information or process; (b) non-public information about DS Services’ operations (including pricing and cost information), results, strategies and projections; (c) non-public information about DS Services’ business plans, business processes and client relationships; (d) non-public Associate information; (e) non-public information received in the course of employment about customers and suppliers (as well as potential customers and suppliers); (f) non-public information about DS Services’ technology, systems and proprietary products; and (g) trade secrets (such as, for example, beverage formulas).

During the course of your relationship with DS Services, and continuing thereafter, you must maintain and protect the confidentiality of confidential information you obtain or create in connection with your activities for or on behalf of DS Services. Confidential information must not be disclosed to anyone (including other DS Services personnel) who is not authorized to receive it or does not have the need to know the information. The only exceptions are when such disclosure has been properly authorized by the customer or supplier or appropriate DS Services personnel, or is required by applicable law or appropriate legal process. Any questions in this regard should be directed to DS Services’ Legal Department.

You must take precautionary measures to prevent unauthorized disclosure of DS Services' confidential information. Confidential information should never be discussed in public places. You should also ensure that business records, documents and e-mail are produced, copied, faxed, filed, stored and discarded by means designed to minimize the risk that unauthorized persons might obtain access to confidential information. In addition, computers and work areas should be properly secured to prevent unauthorized access.

Competitors' Information

Any information that DS Services distributes must be accurate and objective, including information regarding our competitors. You should not make false or misleading statements about competitors, their products or services. Obtaining information about DS Services' competition is an important and accepted practice provided it is accomplished in a proper, legal and ethical manner. There are limits on how such information may be collected, especially confidential information. DS Services must be careful never to cross the line of impropriety when seeking competitor information. It is clearly improper to knowingly acquire confidential competitive information through misrepresentation, deceit or false pretense.

If you participate in trade associations, or have other routine contacts with competitors, customers or suppliers, you must be especially careful not to divulge competitively sensitive information.

3.13 Intellectual Property

DS Services' intellectual property rights (our trademarks, logos, copyrights, trade secrets, "know-how" and patents) are among our most valuable assets. Unauthorized use can lead to their loss or serious loss of value. Any use of DS Services' trademarks and logos must be cleared in advance by the Legal Department. Report any suspected misuse of trademarks, logos or other DS Services intellectual property to the Legal Department.

Likewise, respect the intellectual property rights of others. Inappropriate use of others' intellectual property may expose DS Services and you to criminal and civil fines and penalties. Please seek advice from the Legal Department before you solicit, accept or use proprietary information from others or let others use or have access to DS Services proprietary information. You should also check with the Department if developing a product that uses content not belonging to DS Services.

3.14 Environmental Compliance

DS Services is committed to compliance with all applicable laws and regulations relating to the protection of the environment. Failure to comply with such laws and regulations, even if unintentional, could result in significant penalties for DS Services. Accordingly, if you suspect noncompliance with or violation of these laws and regulations, the circumstances should be reported immediately to your supervisor.

3.15 Product Quality

Our success depends on the ability to consistently produce quality products for our customers. We must maintain quality and product safety standards that are in compliance with applicable laws and regulations. In particular, each production facility must adhere to good manufacturing practices. You must conduct your activities for DS Services in a manner designed to maintain the integrity and quality of DS Services' products.

3.16 International Business

DS Services is committed to following the laws and regulations in effect wherever DS Services does business. All transactions must be conducted in accordance with applicable law.

The United States, through the FCPA, the United Kingdom, through the UK Bribery Act, and many other countries, prohibit the payment or offering of anything of value to government officials for the purpose of securing or maintaining a business advantage. You must be alert to the potential for improper payments, including inappropriate gifts. The FCPA also requires DS Services to maintain adequate financial records and internal controls to identify payments of any kind to government officials. .

DS Services will not participate in any boycott not sanctioned by the United States or the United Nations, nor provide information that could be construed to support unsanctioned boycotts.

3.17 Fair Disclosure Regulation

DS Services is committed to the timely and fair disclosure of information about DS Services without advantage to any particular analyst or investor, consistent with the SEC's Fair Disclosure Regulation . DS Services believes it is in DS Services' best interest to maintain a current, active and open dialogue with investors regarding DS Services' historical performance and future prospects.

To help ensure DS Services meets these objectives it is subject to a detailed policy specifying not only who may make such disclosures on behalf of DS Services but also in what particular manner they shall be made. It is generally DS Services' policy that only those specifically authorized company officers trained in the details of this policy shall be permitted to release information about DS Services to the public.

SECTION 4 - ATTENDANCE POLICIES AND PAYROLL POLICIES

4.1 Attendance

Associate attendance is essential to excellent customer service, productivity, efficiency, and consistent Associate performance. Associates have the responsibility to maintain a good attendance record and to be present every day during designated work hours, including overtime. Excessive unexcused absences or tardiness are considered to be serious breaches of Company policy and are subject to formal disciplinary procedures.

Absence: Any failure by an Associate to be present for a scheduled work day for any reason, including any medical condition.

Tardy: Any failure by an Associate to be physically present at his or her designated place of work at the scheduled start time and end time for such Associate.

Schedule start time shall include the beginning of the work day, the time when an Associate is required to return from a meal break and the time when an Associate is required to return from any other authorized break. Schedule end time shall include the end of the work day (including any applicable overtime), the end time before an authorized meal break and the end time before any other authorized breaks.

For purposes of determining whether an Associate is Absent or Tardy, a grace period of 1 hour will apply. For clarity, if, without Approval, an Associate is not physically present at his or her designated place of work at such Associate's scheduled start time (including at the beginning of the work day, after meal breaks, and after other authorized breaks) but is physically present at such location no later than 1 hour after such scheduled start time,

the Associate shall be considered Tardy. Similarly, if an Associate is not physically present at his or her designated place of work at such Associate's scheduled end time (including any overtime, the end of the work day, the end of a period before a meal break and the end of a period before any other authorized break) but left such physical location no earlier than 1 hour before such end time, the Associate shall be deemed Tardy. If the Associate is not physically present at the required location during such 1 hour grace period, the Associate shall be deemed Absent.

For purposes of determining whether an Associate is physically present, if an Associate is assigned to a specific location within a Company facility such as a work station or a production line, the Associate must be physically present at such specific location and, if the Associate is required to be logged in to perform his or her job duties, actually logged in, to be considered physically present.

Occurrence: Any 1 instance of an Absence or 2 instances of a Tardy for which the Associate has not provided Notice and obtained prior Approval. If an Associate has multiple consecutive work-day Absences due to a single medical condition, such multiple Absences shall only be deemed 1 Absence Occurrence if the Associate provided Notice for each day of Absence and timely submitted medical documentation (if requested) stating that each day of Absence was due to the same medical condition. Occurrences will be measured on a rolling six month basis.

Notice: If an Associate is going to be Absent or Tardy, the Associate must notify his or her supervisor as far in advance as possible but in any event no later than one (1) hour before the scheduled start time (if will be Absent or late) or scheduled end time (if will be leaving early). The notification must include the reason for the absence or tardiness and an indication, as applicable, of when the Associate is expected to arrive at or leave work or the number of days that will be missed. Additional or different notice requirements may apply for leaves of absence or time off that is provided pursuant to Company policy or applicable law (e.g., the Family and Medical Leave Act or a state or local sick leave law). Failure to provide proper Notice will result in a "no call/no show" which, as provided below, is a terminable action.

Approval: An Associate will not receive an Occurrence if the Associate provided Notice and received prior approval for an Absence or a Tardy from the appropriate supervisor for such Associate.

An Associate must provide Notice of an Absence or a Tardy. Whether an Associate will receive Approval is subject to the reasonable discretion of the Company taking into account the reason for the Absence or Tardy, the Company's staffing and business needs at such time and other relevant factors. An Associate may be asked for reasonable documentation confirming the reason for the Absence or Tardy, such as a doctor's note, and Approval may be conditioned on receipt of acceptable documentation.

Approval for an Absence or Tardy will be given as required by applicable law, including but not limited to, the following reasons:

- Bereavement Leave
- Family and Medical Leave covered by the Family and Medical Leave Act and/or state or local law
- Jury Duty/Witness Leave

- Crime Victim Leave
- Military Leave
- Sick leave to the extent required by applicable law
- Other leaves and time off protected by local, state or federal law

However, an Associate who fails to provide proper Notice and/or documentation in support of the Absence or Tardy may be given an Absence or Tardy for such failure to provide such proper Notice and/or documentation (rather than the underlying reason for the Absence or Tardy) to the extent permitted by applicable law.

Discipline:

DS Services reserves the right to determine the appropriate discipline under this Policy in its sole discretion, provided that DS Services shall generally follow the below disciplinary guidelines:

Number of Occurrences Within a Rolling 6 Month Period	Disciplinary Guidelines
3 rd Occurrence	Coaching/Counseling
4 th Occurrence	Coaching/Counseling
5 th Occurrence	Written Warning
6 th Occurrence	Final Written Warning
7 th Occurrence	Termination

If an Associate receives a Final Written Warning, the Associate will be subject to a probationary period for three (3) months from the date of such warning. During such period, if the Associate has 1 more Occurrence, the Associate will be subject to termination.

Applicable Law

This Policy will not be applied, nor should it be interpreted, in a way which is contrary to or inconsistent with applicable federal, state or local laws.

4.2 Business Closings

DS Services may be required to temporarily close a facility/location from time to time. The closing may be due to emergency situations, such as inclement weather, power failures, civil community emergencies, natural disasters, etc. Non-exempt Associates will not be compensated due to the temporary closing of facility/location, regardless of emergency conditions.

Notification

Approval from the Division SVP/General Manager or in their absence, a designee and the Chief Operating Officer, or at Support Quarters, the Chief Executive Officer or Chief People Officer is required to close a facility/location when an emergency situation has been identified. Management will communicate the emergency closing to all Associates in the most expedient way possible. In the event an Associate has not received notification when an emergency condition exists, the Associate should contact management to determine whether the facility/location is closed.

In the event it is determined that the facility/location does not require closing, Associates are expected to report to work if at all possible. If, due to an emergency situation, an Associate cannot work, the Associate may use floating holidays or vacation days as paid time off, with management approval. If the

Associate does not have floating holidays or vacation days available, the Associate will not be paid for any missed days.

If an Associate is not at work in the event of a facility/location closing due to scheduled time off, i.e., vacation, floating holiday, etc., the Associate would receive vacation pay/floating holiday pay on the day(s) the facility/location is closed.

If a facility/location is closed during the workweek (Monday-Friday) and is open on the Saturday or Sunday of the week the closure occurred, Associates may be expected to report for work to make up for work that was not performed during the emergency closing.

4.3 *Deductions from Pay*

DS Services makes deductions from Associates' pay for applicable tax withholding as well as authorized Associate deductions for benefit premiums, contributions and other authorized deductions as well as those permitted and/or required by law. The Company is committed to ensure that all Associates are fully paid in accordance with the payroll arrangements that have been established between the Company and the individual Associate and to fully comply with the requirements established by applicable Federal, state and local law.

Associates who believe that they have been subject to incorrect payroll deductions or have not been paid correctly for any payroll period should immediately contact their supervisor or manager. If it is determined that a payroll deduction was improper or that the Associate did not receive full compensation for any payroll period, then the Associate will be reimbursed in the next payroll period following the determination unless otherwise required by state law.

4.4 *Overtime*

The Company may require overtime work from Associates. Associates are expected to work overtime as assigned. Overtime payment will be paid in accordance with all state and Federal laws for all non-exempt Associates.

Associates must request prior approval to work overtime and record all hours worked using the Company Time and Attendance system.

4.5 *Reporting Time Worked and Time Off*

Associates are responsible for the accurate recording of time worked and/or time off for each pay period as well as following proper call-in procedures in the event of an unscheduled absence. This guideline provides consistent procedures for reporting time worked and time off and ensures proper salary payments, including overtime payments, for all Associates.

It is the responsibility of both management and non-exempt Associates to verify all starting times, stopping times and meal periods as reported and to ensure that non-exempt Associates takes at least a 30-minute meal period within each five-hour work period, and/or such other breaks as provided by applicable laws. (See Working Hours Policy).

Salaried Associates are responsible for recording exceptions to time worked, such as time off for vacation, jury duty, and leave or sick days using the Company's time and attendance system in advance of the requested day off.

4.6 Working Hours

The Company has established a standard workweek for Associates.

Workweek: A 40-hour workweek. For most locations, this means five, 8-hour workdays, although hours and days of work may vary between offices and departments and in some locations and departments will mean four, 10-hour work days. For overtime purposes, the workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

Rest Periods

- All Associates are authorized and permitted to take one paid 10-minute rest period for every 4 hours worked or major fraction of 4 hours.
- Rest periods are considered hours worked and are paid.
- While the scheduling of rest periods may vary according to work or shift scheduled, they must be granted as close to the middle of a work period as is reasonable.
- Rest periods may not be combined with meal periods.

Meal Periods

- The Company provides meal periods in accordance with applicable law.
- Except where the Chief Executive Officer (CEO) has approved otherwise in writing or as required by applicable law, all non-exempt Associates who work more than 5 hours per day are REQUIRED to take one off-duty meal period of at least 30 minutes. Associates must record their 30 minute meal periods each day by clocking out and back in using either the time and attendance system or a handheld device.
- Part-time Associates may waive a meal period in certain circumstances dictated by state law. Documentation signed by the Associate is required and should be maintained in the Associate's personnel file.
- Required meal periods must begin after the 3rd hour of work but no later than the end of the 5th hour of work, unless state law requires otherwise.
- Associates whose workday exceeds 10 hours must take a second 30-minute unpaid meal period. Associates whose workday lasts between ten and twelve hours may waive the second meal period by signing a waiver form and submitting it to their Supervisor. If the Associate's shift exceeds 12 hours, the Associate must take the second meal period. Again, state law may impose other requirements.
- Meal periods are not considered hours worked and are not paid.
- Failure to document or take required meal periods or working during a meal period will result in disciplinary action, up to and including termination of employment.
- Associates who inadvertently forget to clock out or in for the meal period should alert their supervisor and complete a Meal Period Reporting form designating the actual start and stop times of the meal break. Supervisors should update the time and attendance system to accurately reflect the meal period taken when supported by the Meal Period Reporting form. Continued failure to accurately clock out or in for meal periods will result in disciplinary action, up to and including termination of employment.
- Under no circumstances should a Supervisor or manager adjust meal periods without a signed meal period reporting form signed and submitted by the Associate.
- Associates should clock out and in for meal breaks utilizing the time and attendance system or the hand held device.
- Under no circumstances should an Associate perform any work during a meal period.

Disciplinary Process for Associates Failing To Properly Document a Meal Period

<i>Number of Occurrences Within a Rolling 6 Month Period</i>	<i>Disciplinary Guidelines</i>
1 st and 2 nd occurrence	Coaching and Counseling
3 rd occurrence	Written Warning
4 th occurrence	Final Written Warning
5th occurrence	Termination of Employment

Disciplinary Process for Associates Failing To Take a Required Meal Period

<i>Number of Occurrences Within a Rolling 6 Month Period</i>	<i>Disciplinary Guidelines</i>
1st occurrence	Written Warning
2nd occurrence	Final Written Warning
3rd occurrence	Termination of Employment

SECTION 5 - WORKPLACE, EMPLOYMENT AND PROMOTION POLICIES

5.1 Employment of Relatives

The Company encourages the referral, hiring and placement of the most qualified Associates, including Associates' relatives, for all positions that are available within the organization.

For the purpose of this guideline, an immediate relative is defined as:

- An Associate's spouse, sisters, brothers, parents, stepparents, children, stepchildren, in-laws, grandparents, grandchildren, nieces, nephews, cousins, aunts, and uncles.
- Domestic partners: Individuals not related by blood, who reside together and intend to reside together on a permanent basis, who are mutually responsible for their common welfare.

An immediate relative who meets the selection criteria may be hired or placed ***provided:***

- The relative is not assigned to the same function within the same location as the current Associate.
- Neither the current Associate nor the relative supervises the other.
- Neither the current Associate nor the relative is in a position to influence the salary, placement, promotion, training or termination of the other or have grievance adjustment authority over the other.
- Placement does not compromise security or control processes and does not create a conflict of interest or a perceived conflict of interest.

Any deviations from this policy require the prior written approval of the Chief People Officer.

Associates Who Become Related

If an Associate becomes related by marriage or cohabitation and the new relationship could be detrimental to business operations, for reasons of safety, security, morale or supervision or because of an actual or foreseeable conflict of interest, the Company will make a reasonable effort to reassign the affected Associates' job duties in order to remove any conflict with this guideline. If reassignment or transfer is not possible, then the Company may require that one of the affected Associates terminate his or her employment with the Company. The Associates may determine which one of them will terminate employment. If the Associates are unable to make this determination within a reasonable time period as determined by the Company, the Company will make the decision based on each Associate's qualifications, employment history and performance.

Exceptions

- Relatives may be considered for summer, vacation or seasonal employment for a maximum of three months provided there is no direct reporting relationship.

Associates must identify themselves as immediate relatives as defined in this guideline if such identification is warranted (i.e. the relationship would violate the above guidelines). Associates must notify their supervisors about any changes in their personal situation that may be covered by this guideline.

5.2 Grooming and Dress Code

All Associates have a direct impact on the image of DS Services. Associates are expected to present a positive and professional image of the Company and exercise good judgment in deciding what to wear to work in order to comply with the spirit and intent of this policy. Grooming Standards and Dress Code guidelines have been established to encourage Associates to reinforce our image of professionalism and maintain uniformity and consistency. A clean, professional, personal appearance creates a lasting positive impression with our customers and fellow Associates, and reflects the quality of service we provide.

General Grooming

Hairstyles must be worn in a businesslike manner. Neatly trimmed mustaches, beards and goatees are acceptable. Local management will coach Associates when grooming or hygiene does not present a neat and clean image.

Jewelry/Body Piercing /Body Art

Jewelry should be moderate, business-like and not interfere with work.

Aside from non-dangling earrings, body piercing ornamentation that is visible may not be worn by any Associate while working.

Excessive tattoos and tattoos of an inappropriate nature must be covered.

Local management may ask an Associate to make adjustments in attire or appearance when the Associate presents an unprofessional appearance, an appearance which does not reflect our quality or service standard or if an article of clothing or jewelry is unsafe or inappropriate.

For safety reasons, dangling jewelry such as bracelets, necklaces, chains, earrings and wrist watches which could cause injury when working in a bottling facility, around vehicles, carrying water or performing certain other duties is not allowed. Exceptions to this include medical alert necklaces / bracelets.

Uniformed Associates

The complete uniform is to be worn while working and cannot be altered or changed.

Footwear should be appropriate to the job performed and must be brown, black or white. Footwear must be slip resistant, provide proper support, not overly worn and maintained in a clean condition.

Company-issued uniform consists of trousers, slacks, shorts, shirt or blouse, hat or cap and jacket. Undergarments must not be visible.

Non-uniform clothing is not allowed.

Socks are required at all times and, at a minimum, must cover the ankle.

Non-Uniformed Associates

Associates should always appear business-like and professional. Clothing must be clean and neatly pressed.

Inappropriate attire includes, but is not limited to:

- Revealing, provocative garments or outer garments that resemble undergarments such as sheer clothing, shorts, t-shirts, tank tops and clothes that expose areas of the body usually covered in the workplace, such as halter tops, tank tops, backless tops, or sundresses.
- Clothing that is more appropriate for leisure, sports activities or social functions, such as jogging suits, sweatshirts, and sweatpants.
- Leisure shoes such as beach shoes, thong type shoes including flip flops.
- Without management approval jeans, denim clothing or clothing that resembles jeans although not constructed of 100% denim.
- Clothing with competitor insignia or vulgar/tasteless slogans.

This policy is not applicable or intended to restrict an Associate's rights under Section 7 of the National Labor Relations Act to engage in union or other protected concerted activities.

5.3 Internal Posting Procedures

In most cases, the Company posts job openings for all positions up to and including the Manager title. The Company encourages Associates to apply for positions for which they are qualified. The Company bases promotions and transfers on the abilities and qualifications of each candidate and other legitimate business considerations. The Company reserves the right to assign a position without prior posting consistent with internal Talent Management and Development processes.

Job openings will normally be posted on the Company intranet for a minimum period of 7 business days.

All Associates must have the approval and signed recommendation of their manager prior to submitting an internal application for consideration. Exceptions to the posting requirement must be requested in writing and must be approved by the Vice President of Human Resources.

Exceptions may occur:

- Due to the redeployment of Associates as a result of a reduction in work force, change of job content or department reorganization or layoff.
- Due to reassignment of Associates due to a qualified disability who are unable to remain in their assigned position.
- Due to reassignment to rehabilitate Associates who have incurred an industrial injury or to meet other legal obligations, such as compliance with the Americans with Disabilities Act of 1991.
- Due to a lack of qualified candidates or where no applications have been submitted, a qualified candidate who has been in position for less than 6 months could be accepted as a candidate.

This guideline helps the Company provide career advancement and development opportunities for Associates; ensures consistent application of equal opportunity employment and Affirmative Action guidelines; and facilitates the timely selection of the most qualified candidate for an open position.

Associates and applicants (including Route Sales Representatives and Route Sales Specialists applying for a position other than an assigned route) may apply for a posted position if:

- They have completed six months in their current position (Route Sales Trainees do not have to wait the six month period to apply for a route position only).
- They do not have a Written Warning or Final Written Warning then in effect (i.e., are not within the 6 month probationary period after such warning has been given).
- They have completed and submitted an Internal Position Application (IPA) to Human Resources by the close of the posting period.
- The IPA must have the approval, recommendation and signature of the immediate supervisor before submission. (Same exceptions as referenced above apply.)

Route Selection Process:

Assigned Route Sales Representatives, Route Sales Specialists and Route Sales Trainees may apply for an open route if:

- They have been on their current route or held a Route Sales Specialist position for a minimum of 12 months
- Route Sales Trainees do not have to wait the 12 months to apply for an open route.
- They have no current written disciplinary action.
- They have completed and submitted an IPA to Human Resources by the close of the posting period.

Associates meeting the qualifications as stated above will be selected based upon the following:

- First consideration will be given to a Route Sales Representative or a Route Sales Specialist with the most cumulative route seniority among the pool of applicants.
- Second consideration will be given to a Route Sales Trainee with the most seniority in route operations among the pool of applicants. Note: Route Sales Trainee will be considered for selection only if there are no Route Sales Representatives or Route Sales Specialists in the process and may be assigned a route if no other applicants apply.

Once the current opening has been filled, recommendations for resulting vacancies will be made by local management based on available Route Trainees, required experience and past performance.

5.4 *Introductory Period*

The first ninety (90) calendar days of an Associate’s employment will be considered an Introductory Period in which the Company will endeavor to provide the Associate with orientation and initial training for the Associate’s position, and the Company will evaluate the Associate to determine if the Associate is a proper fit for the position and the Company generally. As provided in more detail in Section 2.2 of this Handbook, employment at the Company is at-will. This includes employment during the Introductory Period – which does not guarantee employment during any or all of the Introductory Period or any further employment after the Introductory Period concludes.

5.5 *Tobacco Use and Vaping*

The Company is committed to providing a safe and healthy workplace that promotes the health and well-being of its Associates. To this end, the use of tobacco or the engagement in vaping or other similar activities in any form is allowed only in designated areas and in accordance with applicable law. For clarity, the use of tobacco products or the engagement in vaping is strictly prohibited in any enclosed work area, any work entrance, or any Company vehicle.

SECTION 6 - ASSOCIATE RELATIONS

6.1 Complaint Resolution, No Retaliation

DS Services is committed to maintaining an environment of open communications where Associates are invited to raise their work-related concerns or any suspected wrongdoing to management. Associates are encouraged but not required to consult with their supervisors, other members of management or the Human Resources Department when they have a concern or question about policies or practices of the Company or suspect any wrongdoing, including any violations of this Handbook such as actions involving harassment or discrimination. The Company will consider each issue received and attempt to resolve it promptly under the guidelines of this policy. Associates should take all responsible steps to prevent any violations of this Handbook.

DS Services prohibits retaliating, discriminating or engaging in any other adverse employment action against someone because he or she in good faith:

- Makes a complaint or reports a violation.
- Cooperates or helps with an investigation.
- Gives information about a suspected breach of federal, state or local law or DS Services policy.

This is true regardless of whether the person initially raises the concern to, or cooperates with, DS Services or any law enforcement or other government agency. If a violation is found, appropriate corrective actions will be taken, including disciplining those involved, as warranted.

How to Use this Policy:

Associates are always permitted to contact the Human Resources Department, call the Associate Complaint Resolution Line at 1-866-645-4167, or use the Ethicspoint® reporting system to anonymously report any complaints or suspected wrongdoing. For the Ethicspoint® reporting system, an operator, employed by a company other than DS Services, will answer the call, take the information you have to offer and forward a report for appropriate follow-up and investigation. Honest reports made in good faith will be taken seriously and dealt with appropriately. Any attempt to misuse the Ethicspoint® reporting system to intentionally harm a person through false accusations or other wrongful conduct is prohibited. The following options are available for anonymously reporting any wrongdoing through Ethicspoint®:

Over the Phone: call our toll-free reporting number: 866-ETHICS-P (866-384-4277)

Via the Web: go to the EthicsPoint secure web site, www.ethicspoint.com and click “File a new report” or “Report Follow Up.”

Associates are also encouraged to use the following three step process under which Associates may present their concerns to successively higher levels of management for resolution. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

STEP ONE: An Associate may first present the concern to his or her immediate supervisor as soon as possible, preferably within five (5) working days of occurrence but no later than thirty (30) days of the occurrence. Most problems, when openly discussed, can be resolved at this level. If the complaint involves the Associate’s supervisor, or if the Associate is otherwise uncomfortable presenting the complaint to his or her immediate supervisor, the Associate may take the complaint to his/her supervisor’s manager.

STEP TWO: If the Associate does not get a response or is not satisfied with the supervisor's response, the Associate may submit the complaint to the Human Resources Department.

STEP THREE: As a final step, if an Associate does not get a response from the Human Resources Department or is not satisfied with the response, the Associate may request a meeting with the Chief People Officer (CPO) or his/her designee. The meeting will take place by telephone or in person. The Associate, supervisor, and/or Human Resources representative may present any information they deem relevant to the CPO or his/her designee at the meeting. The CPO or designee will issue a final decision. Any such decision is final.

Information concerning an Associate complaint will be kept confidential to the extent practicable under the circumstances. Members of the management team responsible for the investigation and/or responding to the complaint will discuss it only with those individuals who have a need to know.

The Company has a compelling interest in protecting the integrity of its investigations. In every investigation, the Company has a strong desire to protect witnesses from harassment, intimidation, and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Company may decide in some circumstances that in order to achieve these objectives, Associates must maintain the investigation and their role in it in strict confidence.

The Company will not reprimand, penalize or otherwise retaliate against any Associate for opposing or reporting violations of applicable laws. Members of management who learn of a complaint involving the violation of any applicable law must report it to appropriate Company management, even if knowledge of the complaint is learned through informal circumstances. All complaints will be taken seriously, investigated immediately and treated, as specified in this policy, confidentially, consistent with the Company's obligation to investigate and respond to the complaint.

Reports and complaints of discrimination, harassment, or retaliation will be promptly investigated. All Associates have a duty to cooperate with the Company in connection with investigations. An exception is with respect to unfair labor practice investigations to the extent protected by the National Labor Relations Act, in which cooperation is voluntary. If the investigator determines that the behavior violated the Company's EEO or Harassment policies, appropriate corrective action will be taken, up to and including termination, regardless of the positions held by the parties involved. If the person who engaged in harassment is not employed by the Company, then the Company will take corrective action that is reasonable and appropriate under the circumstances.

The Head of Internal Audit at the Company will periodically report violations and suspected violations of this Handbook that have been brought to his or her attention, as well as the corrective actions that have been taken, if any, to the Audit Committee of the Company's Board of Directors. The Audit Committee or the Chairman of the Audit Committee, in consultation with the Company's General Counsel, will review any complaints or concerns about our accounting, internal controls or auditing matters.

6.2 *Discipline*

Associates are expected to exercise reasonable judgment and perform to the best of their abilities at all times. The Company's goal is to provide coaching, direction, and support to Associates as they develop the skills, knowledge and ability needed to successfully and safely perform their jobs and grow with the Company.

In the event of any violation of this Handbook, any other Company policy, or conduct deemed inappropriate by DS Services, DS Services will deal with the violator promptly and in accordance with

the Company's disciplinary policies. While the Company may follow a progressive disciplinary process (coaching/counseling, written warning, final written warning and termination of employment), the Company may escalate the process up to and including immediate termination, in its sole discretion. Any Associate who receives a Written Warning or a Final Written Warning shall be placed on a 6 month probationary period from the date of such warning. During this period, the Associate will not be eligible for any promotions or to transfer to any other position within the Company.

The following is a nonexclusive list of the conduct that could result in immediate termination of employment:

- Violation of the Company's EEO or Harassment Policy.
- Ongoing performance deficiencies (i.e., failure to meet customer service standards, failure to meet established goals, failure to meet standard performance expectations)
- Falsifying a time record or making entries on another Associate's time record
- Theft, unauthorized possession or unauthorized removal of property: Mishandling, theft or unauthorized removal or possession of property or assets from the Company, fellow Associates, customers or anyone on Company property
- Engaging in behavior that is disrespectful, vulgar, tasteless, insulting, or abusive to a customer or another Associate
- Excessive unexcused absences or tardiness
- Disclosing or releasing Confidential Information in violation of this Handbook
- Vandalism, purposeful or gross negligent destruction of any Company property
- Insubordination (i.e., failure to follow a direct work order or direction regarding a work assignment from management).
- Falsification, alteration or misuse of Company materials or records: Willfully misrepresenting information to the Company and/or its agents.
- Unauthorized use of Company resources in violation of applicable policies
- Leaving assigned work area during working time without prior management approval
- Extending meal/break periods beyond designated time
- No call / no show
- Retaliating against another Associate who reports a suspected violation of this Handbook or any other Company policy or any law, rule or regulation, or who cooperates with an investigation of a possible violation.

You may also be subject to discipline if you tell any other Associate at DS Services to violate this Handbook or any other Company policies or to violate any law, rule or regulation. If you manage a person who commits a violation and the investigation shows that you ignored the violation, you may also be disciplined.

Nothing in this policy is intended to prevent any Associate from reporting information to the appropriate governmental agency, such as the SEC or Department of Justice, when the Associate has reasonable cause to believe that a violation of law has occurred.

In order to allow for appropriate due process, any Associates subject to discipline will be permitted to appeal such discipline to progressively higher levels of management in accordance with DS Services' appeals processes in place from time to time.

6.3 Work and Safety Rules

DS Services is committed to providing a safe and healthy environment for its Associates. As part of this commitment, safety is a condition of employment at DS Services and every Associate has the following responsibilities:

- Anticipate risks and be alert for hazards
- Follow safety rules and established best practices
- Attend all required safety meetings
- Receive training on safety and health subjects
- Participate in safety inspections and/or incident investigations
- Make recommendations for improving safety
- Challenge any unsafe acts that you see or perceive

If an Associate feels that work being performed is in violation of any policy or regulation; that he or she is not properly protected; or that the work is being performed in an unsafe manner, you should immediately bring the matter to the attention of your supervisor or a management designee.

Respect of safety principles, standards and procedures is paramount and every Associate must work in a safe manner to prevent mishaps to themselves, their fellow Associates and other persons. Therefore, the Company has established a list of nonexclusive, safety rules. Any Associate who violates or compromises these rules may be subject to immediate termination of employment:

- Violation of the Company's Drug and Alcohol Policy
- Certain violations of the DS Services Motor Vehicle Safety Policy including, but not limited to, failure to inform a supervisor as soon as possible in the event of a citation, vehicle accident, license status change or DOT inspection, operating a Company vehicle without a valid license, certification, or medical card, and/or failing to keep medical documentation on file with the state, as required.
- Violating safety, health or security rules or practices or engaging in conduct that creates a safety, health or security hazard
- Fighting, threats of violence or horseplay
- Possession of weapons, firearms or explosives on Company premises consistent with applicable law
- Failing to lock-out/tag-out when required
- Failing to follow confined space entry requirements when entering a permit-required confined space
- Operating a Company vehicle or lift truck without authorization or training
- Failing to use fall protection or being tied off as required when working from heights
- Removing, disabling or bypassing guards, limit switches or safety devices. This includes video event recorders or the like
- Failure to wear electrical safety personal protection equipment, or utilize electrical safety-related work practices where required
- Falsifying safety records, including but not limited to daily vehicle inspection reports, logbooks, maintenance records, inspection reports, training logs and safety committee reports.
- Causing a vehicle to "roll-away" or roll over

Compliance is a Company requirement and, in some instances, a legal requirement.

Associates are responsible for meeting performance expectations and adhering to work rules at all times; communicating to management additional training needed or desired; complying with all conditions of

performance as defined in the disciplinary notice and following the appeal procedures outlined in the Complaint Resolution process, if desired.

6.4 Drugs and Alcohol

At DS Services, we are committed to protecting the safety and well-being of our Associates as well as people who are directly affected by our products and services. Recognizing that drug and alcohol abuse presents a threat to business performance, our goal is to ensure a drug-free working environment for all Associates.

Prohibitions

The Company strictly prohibits Associates from being under the influence of and/or the use, possession, sale, conveyance, distribution, or manufacture of alcohol, illegal drugs (including prescription drugs), intoxicants, or controlled substances in any amount or in any manner while working, when on Company owned/leased property, while on customer/client property, while in Company owned, operated or leased vehicles and/or while driving any vehicle on Company business. This prohibition does not apply to the proper use of prescription medications.

Testing

The Company asserts its legal right to test any Associate for substance abuse. Consistent with applicable law, Associates may be asked to submit to a medical examination and/or to submit to urine, blood, saliva, breath and/or hair testing for drugs or alcohol. A “positive” test result, refusal to test, not immediately preceding to the collection site or leaving the collection site prior to providing an adequate sample is considered a violation of this policy and will result in disciplinary action up to and including termination of employment, in accordance with applicable law.

Pre-employment

All new hires and re-hires of regular full-time or part-time Associates are required to submit to a pre-employment drug test. Failure to pass this drug test will result in denial of employment.

Reasonable Suspicion

The Company reserves the right to request a reasonable suspicion drug/alcohol test when management observes behaviors or appearances that are characteristic of impairment due to illicit drug use or abuse of alcohol, to the extent such testing is allowed by applicable law.

Post-accident Testing

Post-accident testing is required for any Associate who is involved in any accident; to the extent such testing is allowed by applicable law.

Rehabilitation Testing

Associates who have acknowledged drug-abuse problems and are participating or have participated in treatment or rehabilitation programs may be required to undergo rehabilitation related testing to the extent such testing is allowed by applicable law.

Random Testing

Associates may be subject to unannounced, random drug testing to the extent such testing is allowed by applicable law. All random selections will be conducted by a third party, on a neutral selection basis with no chance for manipulation of the process as to who is to be tested. For purposes of this section, “safety sensitive” is defined as operating or maintaining any type of Company-owned motorized vehicle, including trucks, vans, passenger vehicles, lift trucks, scrubbers.

Notification Requirements

- Associates taking a prescribed drug that may interfere with their ability to safely perform their essential job functions are required to report such drug use to their supervisor.
- Associates who receive a traffic citation for a drug/alcohol related offense (e.g. DUI, DWI, refusal to test, etc.) either on or off the job must notify their supervisor within one business day.

Associates convicted of violating a criminal drug statute that is workplace-related must notify the Company within one business day of the conviction.

Searches

If the Company has any reason to believe that an Associate is violating any aspect of this policy, he or she may be asked by the Company to submit to a search or inspection at any time while on Company premises *or* on Company property or while otherwise engaged in Company business to the extent allowed by applicable law.

An Associate's refusal to consent to a search or inspection when requested constitutes a violation of this policy and may result in disciplinary action up to and including termination of employment.

Associate Assistance / Self Identification

The Company urges individuals with substance abuse problems to seek help, and we are committed to providing assistance in this regard. Therefore, any Associate who voluntarily identifies himself/herself as a substance abuser *prior to being notified or requested to take a drug/alcohol test* will be considered "self-identified" and will be referred for assessments, counseling and rehabilitation where appropriate.

- A confidential Associate assistance program (EAP) may be offered to Associates that includes initial assessments, referrals, and counseling.
- Any subsequent treatment after referral from the Company EAP program to an outside treatment provider may be covered under the Associate's health care coverage. The costs of continuing or long-term rehabilitation services, whether or not covered by the Associate's medical plan, are the ultimate responsibility of the Associate.

Associates undergoing rehabilitation or who have completed rehabilitation will be required to abide by all Company policies and practices, including expected levels of job performance, return to work requirements, etc. Those who refuse to participate in or abide by the requirements of this policy or their program or rehabilitation will be subject to disciplinary action up to and including termination.

Confidentiality

All information, and test results shall be treated in a confidential manner, unless otherwise required by law.

6.5 Workplace Threats and Violence

DS Services is committed to conducting business with the highest regard for safe and healthy working conditions for Associates and for the protection of the general public. Threats, threatening behavior, or acts of violence against Associates, visitors, guests, customers or other individuals will not be tolerated. This behavior, whether blatant or subtle, can include: any conduct which involves offensive touching; intimidating or threatening gesture or body posture that reflects possible violence or a threat of violence; verbal threats to "get even" or similar statements that reasonably can cause an Associate to fear possible harm by another Associate.

Any individual that uses such threats, exhibits threatening behavior, or engages in violent acts on Company property will be removed from the premises as quickly as safety permits and will remain off Company premises pending the outcome of an investigation.

If the investigation confirms that the person has violated this guideline, the Company will take corrective action. This corrective action may include, but is not limited to written disciplinary action, group meetings or training sessions, referrals to formal counseling, suspension and/or termination of employment, suspension and/or termination of any business relationship, reassignment of job duties and/or referral to appropriate law enforcement agencies.

Associates are responsible for their own conduct and should avoid behaviors that could be construed as threatening/violent.

Associates should notify their immediate supervisor and Human Resources of any such threats witnessed or received, or any witnessed behavior that reasonably may be regarded as threatening or violent, even if no specific threat has been made.

Although verbal reports will be accepted, in most cases an Associate reporting these types of behaviors will be asked to provide a written statement, providing as much detail as possible concerning who engaged in the behavior, when, where and exactly what was said or done. Associates should provide copies of protective or restraining orders to their immediate supervisor and Human Resources.

SECTION 7 - BENEFITS

The DS Services benefits program balances many Associate needs for health, life and retirement income benefits with the current and future business needs of the organization. The program currently offers to eligible Associates:

- Health coverage for you and your family, through medical, dental and vision plans;
- Adoption Assistance
- Financial protection, through disability, life and AD&D insurance;
- Tax advantages, through the flexible spending accounts that allow you to pay for specific health care and dependent care expenses with pre-tax dollars;
- Education assistance through our Tuition Assistance Policy;
- 401k Retirement Savings Plan;
- Discounts on Company products.
- Employee Share Purchase Program

These benefits are subject to change or cancellation at any time in the sole discretion of the Company. In the event of any conflict between the information appearing in this Handbook, and that which appears in the official benefit plan documents, the plan documents shall govern. Please consult the Summary Plan Descriptions and Plan Documents for eligibility information and the terms and conditions of the Company's benefits.

SECTION 8 - TIME OFF

8.1 Bereavement

The Company provides Associates who are actively at work with up to three days of paid time off for the death of an immediate family member. For purposes of this guideline, immediate family members include: mother, father, grandparents, aunts, uncles, spouse, mother-in-law, father-in-law, children, siblings, stepparent, stepsibling, stepchild, niece, nephew, brother-in-law, sister-in-law, grandchild, registered domestic partner, domestic partner's parents and children or any individual who lived with and depended upon the Associate for their basic care. Approval to use vacation or unpaid leave in addition to paid bereavement leave may be granted with management approval.

8.2 *Family Medical Leave*

Eligibility Requirements/Leave Year

You are eligible for up to 12 work weeks of unpaid leave under the Family and Medical Leave Act (FMLA) during a rolling 12-month period under this policy if you have been employed by the Company for at least 12 months, you have worked at least 1,250 hours during the 12-month period prior to the commencement of the leave, and you work at a facility with 50 or more Associates within a 75-mile radius. The Company uses a rolling 12-month period measured backward from the date you use any FMLA leave. If you meet the eligibility requirements, you are eligible for up to 26 weeks of leave to care for an Injured Service member, as set forth below.

Reasons for Leave

An FMLA leave may be requested for any of the following reasons:

- (1) **Birth/Placement (Bonding)** – to care for a child born to or placed for adoption or foster care with you;
- (2) **Family Medical** – to care for your parent, child or spouse with a serious health condition;
- (3) **Associate Medical** – because of your own serious health condition, which renders you unable to perform the functions of your position;
- (4) **Qualifying Exigency** – because of any qualifying exigency arising out of the fact that your parent, child or spouse is on covered active duty (or has been notified of an impending call or order to active duty) in a foreign country in the Armed Forces; or
- (5) **Injured Service member (Military Caregiver)** – to care for a covered Service member or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which period begins on the first day you take leave for this purpose and ends 12 months after that date.

Leave Rules

- (1) Leave for Birth/Placement must be completed within the 12-month period beginning on the date of the birth or placement.
- (2) Spouses employed by the Company may share certain types of FMLA leave.
- (3) Associates will not be granted leaves to gain employment or work elsewhere, including self-employment.

Leave Is Unpaid/Substitution of Accrued Paid Leave

FMLA leave is unpaid leave. If you request leave for other than Associate medical reasons, any accrued paid vacation and floating holidays must first be substituted and used for otherwise unpaid FMLA leave unless prohibited by applicable law. If you request Associate medical leave, any accrued sick pay must be used along with any accrued vacation pay for otherwise unpaid FMLA leave, unless prohibited by applicable law. In addition, paid time under the Company's Short-term and/or Long-term Disability policies and any leave for Workers' Compensation will apply as part of the 12-week leave period when

you are taking Associate Medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week (or where applicable, the 26-week) leave period.

Notice of Leave

If your need for leave is foreseeable, you must follow the Company's notice requirements as far in advance of the necessary leave as is practicable. If your need for leave is not foreseeable, you are expected to provide notice as soon as practicable under the facts and circumstances but in any event no later than 1 business day after the start of such leave. Failure to provide notice in accordance with the Company's notice requirements may be grounds for delay or denial of leave and may result in adverse employment actions. For further information on the notice requirements and associated forms, contact the Human Resources Department.

Medical Certification/Second and Third Opinions for Associate Medical and Family Medical Leave

If you are requesting Family Medical or Associate Medical leave, you must provide a medical certification from a health care provider. You may obtain the appropriate certification forms from the Human Resources Department. Certifications must be provided within 15 calendar days after you are requested to provide such certification. Failure to provide requested certification in a timely manner may result in delay or denial of leave or other adverse consequences. For Family Medical and Associate Medical leaves, in its discretion and at its own expense, the Company may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, it will be provided by a health care provider approved jointly by the Associate and the Company and will be binding. The Company may also require recertification periodically during a leave. The Company may also ask for authentication and/or clarification of any medical certification submitted. All forms must be filled out completely and legibly.

Certification for Qualifying Exigency and Injured Service member Leaves

If you are requesting leave for a Qualifying Exigency or to care for an Injured Service member, certification forms are also required. These certification forms must be provided to the Human Resources Department within 15 calendar days after they are requested.

Medical and other Benefits

During the leave, the Company will maintain your group health benefits on the same conditions as if you had continued working your regular schedule. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must make arrangements with the Human Resources Department to pay your portion of the premium. Your group health care coverage will cease if your premium payment is more than 30 days late, but you will be notified at least 15 days before your coverage lapses. Additionally, if you fail to return from leave, the Company may require repayment of any premium that was paid for maintaining the health coverage for you, unless you do not return because of your continuing or recurring serious health condition or that of a covered family member, or because of other circumstances beyond your control.

Returning From Leave

If you take an FMLA leave, you are generally entitled to return to your position or to an equivalent position with equal benefits, pay and other terms and conditions of employment, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken FMLA leave. If you take Associate Medical leave, you may be required to provide a fitness for duty certification that you are fit to resume work and are able to perform all essential job functions. Associates failing to provide a requested fitness for duty certification will not be permitted to resume work until it is provided.

Intermittent or Reduced Work Schedule Leave

Associate Medical, Family Medical and Injured Service Member Leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Qualifying Exigency leave may also be taken intermittently or on a reduced work schedule basis. While you are on an intermittent or reduced schedule leave for planned medical treatment, the Company may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits. **If you are certified to take FMLA leave on an intermittent or reduced leave schedule basis, you must advise the Human Resources Department at the time of your absence from work if the absence is for your certified FMLA reason.**

Modifications and Collective Bargaining Agreements

The application of this policy, and the procedures and definitions set forth herein, may be modified in accordance with changes in applicable law and regulations. In the event a collective bargaining agreement addresses any issues covered by this policy, the collective bargaining agreement provision will apply.

State Law

If state law provides for job protected family or medical leave, the state leave and the FMLA leave will run concurrently if permitted by law. The FMLA does not supersede any state or local law which provides greater family or medical leave rights, and an Associate will receive all benefits and protections to which an Associate is entitled under any and all applicable leave laws.

Additional Information

Additional information on your rights under the FMLA is contained in the Department of Labor (WH 1420) publication found on the following website:

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.

Working While on Family/Medical Leave Is Prohibited

While an Associate is on family/medical leave, he or she may not work for any other entity during what would ordinarily be the Associate's normal business hours.

8.3 Medical Leave of Absence (MLOA) Policy (Non FMLA)

Associates, who are not eligible for a leave under the Family and Medical Leave Act (FMLA), either because they have exhausted their FMLA time or because they have not yet met the eligibility requirements, may request a Medical Leave of Absence (MLOA). Such requests may be granted with the submission of appropriate medical documentation. Unless otherwise required by law, if you are on MLOA, you are not guaranteed reinstatement to the same or equivalent position when you are released to return to work, but will be placed in any open position for which you are qualified with or without an accommodation, if such a position is available. If you qualify for FMLA, you should refer to Family and Medical Leave Act Policy.

Contact with the Company: During MLOA, you must contact your supervisor as requested but in no event less than once a month in order to keep the Company advised of your progress and likely return date. When calling in, you must give us a current status of your medical condition (for example, I am attending physical therapy, date of next doctor's appointment, any tests being scheduled, etc.). It is not sufficient to just state "I am calling in for the week," etc. We will also need a current "Off Work" slip from your treating physician at least once a month. **It is your responsibility to stay in contact with the Human Resources Department.**

Information to the Company: Updated medical evaluations from the attending physician must be submitted to the Human Resources Department as soon as possible after the date of the appointment or

evaluation. When you are notified by the attending physician that you are being or will be released to work, you must contact the Human Resources Department within forty-eight hours after you are notified. A written physician's statement releasing you to return to work must be presented by you, in person to the Human Resources Department within forty-eight hours of the receipt of this statement. This is important because the Company must have as much notice as possible of your return date in order to search for an open position for you at or near the time of the release. You will not be allowed to return to work unless you present acceptable medical evidence of ability to work, with or without reasonable accommodation.

Return to Work Process: When you have satisfied the Return to Work conditions as outlined above, the Company will then attempt to return you to work if there is an open position, for which you are qualified to perform the essential job functions, with or without a reasonable accommodation, if required by applicable law.

Benefits: During an approved MLOA, the Company will continue to maintain your group health plan coverage for a period of 6 months as long as you make your premium contribution. You are responsible for making premium contributions, if any, to the optional Associate contributory Life and Long-Term Disability plans. If you fail to maintain your share of the premium contributions, benefits may be terminated.

Maximum Leave: In the event you are away from work, whether because of personal reasons, medical leave of absence (including FMLA), or any other reason, for a continuous period of twelve (12) months and the interactive process engaged in between you and the Company indicates that you can no longer be accommodated without creating an undue hardship on the Company, your employment with the Company will normally be terminated. Under such circumstances and assuming that your attendance, work and disciplinary records are favorable, you may reapply for employment with the Company. Although the Company cannot guarantee that you will be offered employment, your application will be considered for any available job for which you are qualified, on the same basis as all other external applicants. Exceptions to the 12-month maximum will be made on a case by case basis in accordance with applicable law.

To the extent that this policy is superseded or modified by law, or by a collective bargaining agreement (CBA), such law or CBA shall govern.

8.4 *Military Leave of Absence*

DS Services grants military leaves of absence and provides all rights and benefits to Associates who are off work because of military duty in accordance with applicable law.

Leave Provisions

For benefit continuation rules during a leave of absence, refer to the respective Benefit Plan Documents.

Effect on Benefits

- Impacted Associates and their qualified dependents will remain on their current DS Services medical, dental, vision and prescription drug benefit programs for up to twelve months provided that they continue to pay the amount equal to their contribution prior to commencing the leave, or they may obtain coverage under a Federal program. Following twelve months Associates will be offered continuation of coverage under COBRA.
- Vacation will cease to accrue while on leave.
- Except for leaves of less than 30 days, earned and accrued vacation will be paid on the last day worked prior to commencing leave.
- Seniority is not affected by the leave.

Reinstatement Rights

An Associate is eligible for reinstatement if he/she receives an honorable discharge or release from hospitalization and applies for reinstatement within 90 days after the date of discharge or release, if the Associate's period of military service was more than 180 days. If the period of military service was between 30 and 180 days, the Associate must apply for reinstatement within 14 days of release from service. Associates will be reinstated in the position, salary and benefits they would have attained had they not been on Military Leave in accordance with applicable law.

Associates must submit a written request to their supervisor for military leave of absence upon notification.

Associates returning to active status must submit appropriate discharge documents to their supervisor in order to return to work.

8.5 Personal Leave of Absence

Eligible Associates may request a personal leave of absence of up to thirty days for a variety of reasons, such as prolonged vacation, completion of education or special training or research that improves the Associate's value to the Company. The leave may be granted with or without pay, and not all requests for leaves may be approved. Absences of less than one week are generally considered unpaid absences rather than personal leaves of absence, unless subject to vacation pay, sick pay, or other qualifying paid time off.

Effect on Benefits

- Vacation benefits stop accruing during a personal leave.
- Coverage for life insurance, dependent life insurance and medical/dental benefits will continue until the end of the month following the month in which the Associate is granted a leave. The Associate will be required to pay the Associate's portion of any premiums for such benefits.
- Eligibility for Short-Term Disability and Long-Term Disability stops on the last day worked.

Return to Work

Reasonable efforts will be made to place the Associate in the same or similar job when he/she returns from a personal leave. However, the Company cannot guarantee reinstatement of employment at the end of a personal leave.

An Associate who engages in other employment without prior approval while on leave or who does not report to work by the expiration date of the leave will be considered as having voluntarily resigned without reinstatement rights.

To be granted a personal leave of absence, Associates must provide a written request for the leave and obtain approval from the Company.

8.6 Voting

DS Services provides Associates time off to vote in accordance with all applicable state laws or local labor agreements governing voting rights. Arrangements for time off are made on an individual basis.

8.7 Vacation/Sick/Holiday

DS Services provides paid vacation and holidays so Associates can have time away from work for rest and relaxation. For this reason, pay in lieu of vacation and/or floating holidays will not be granted.

DS Services provides paid sick time for Associates who are unable to work due to a physical or mental illness or injury, pregnancy or related conditions, or for medical, dental, optical examinations or treatments for the illness of a child, parent, spouse, domestic partner, stepchild or stepparent.

Vacation Eligibility

Regular full-time Associates not covered by a collective bargaining agreement are eligible to accrue vacation time based on the accrual schedule that follows.

	Hours per	Hours per	Hours per
Years of Service	Bi-Weekly Pay Period	Weekly Pay Period	Year
0-4 years	3.08	1.54	80
5-14 years	4.62	2.31	120
15 + years	6.15	3.08	160

Regular full-time Associates on a leave of absence (e.g., Short-Term Disability, Long-Term Disability, Workers’ Compensation, FMLA, personal leave of absence, and other mandated leaves) stop accruing vacation on their first day of leave and will begin accruing vacation on their first day back at work, to the extent permitted by law.

Regular full-time Associates are the only Associates at the Company eligible to accrue vacation.

Scheduling Vacation

Requests for vacation must be pre-approved by the Associate’s immediate supervisor. Vacations will be scheduled as far in advance as possible at times which are convenient for both the Associate and the Company. Vacation time may be rescheduled if it adversely affects operations. Associates may request and use vacation if authorized by their immediate supervisor. Associates are required to report vacation absences using the Company Time and Attendance System. Vacation must be taken in full day increments. Associates working 4 – 10 hour days will receive 10 hours of vacation pay for a full day of vacation, subject to the accrual and maximum. In some circumstances, a minimum of a one-half day increment may be approved by the Associate’s immediate supervisor based on department needs.

Vacation Pay

- Associates must sign a “Request for Vacation in Advance Agreement” authorizing the Company to withhold any paid, unearned vacation from their final pay if employment is terminated and the Associate has taken more vacation than has been earned. This authorization shall be signed by the Associate prior to using unearned vacation.
- Holidays that occur while an Associate is on vacation are paid as holidays.
- Sick time cannot be used in lieu of vacation or floating holidays.
- Vacation may not be carried over to the following calendar year except as required by applicable law. Vacation will be taken during the calendar year in which it is earned or it will be lost, except where required by state law.
- If a payday occurs while an Associate is on vacation, the Associate’s pay will be direct deposited or otherwise handled according to the Associate’s instructions (i.e. pay card) on file. If no instructions are on file, the paycheck will be held until the Associate returns to work.
- Un-worked time, including vacation time, holidays and floating holidays, is not considered time worked for the purposes of calculating overtime.
- It is the responsibility of both the Associate and the Manager to ensure Associates do not use more vacation than permitted under the policy. If at year end, it is discovered that the Associate has a negative vacation balance, the negative balance will be carried over to the following year.

- Any accrued but unused vacation will be paid out upon termination.

Floating Holidays

Each year the Company will issue a notification of the dates and number of Company holidays and floating holidays. Typically, Associates who qualify for paid holidays are also eligible for three (3) floating holidays beginning on January 1, following the date of hire. Associates must be actively at work and eligible for floating holidays on January 1 to qualify for floating holidays. Floating holidays are not granted to Associates on a leave of absence unless the Associate returns to work during the 1st quarter of the calendar year. Non-exempt Associates are eligible to use floating holidays the 1st of the month following 2 months of employment. The Company may substitute a Company-wide or, in certain markets, a local holiday for a floating holiday. Local markets may also designate a holiday in lieu of a floating holiday.

Scheduling Floating Holidays

Floating holidays are scheduled with the prior mutual agreement of the Associate and management. Floating holidays must be taken during the calendar year and cannot be carried over into the following year, except where required by state law. Floating holidays are considered holidays. Associates will not receive pay in lieu of unused floating holidays. Floating holidays may not be used following the last day worked by an Associate who has tendered a resignation. Unused floating holidays are not payable when an Associate terminates, except where required by state law. Associates are required to report floating holiday absences using the Company Time and Attendance System.

Floating holidays must be taken in full day increments. In some circumstances, a minimum of a one-half day increment may be approved by the Associate’s immediate supervisor based on department needs.

Company Holidays

Newly hired non-exempt Associates paid on an hourly or commissioned basis are eligible for holiday pay the 1st of the month following 2 months of employment. Regular full-time are eligible for holiday pay if they work the day before and the day after the holiday (or next scheduled work day) or take a scheduled vacation or floating holiday on the day before or the day after the holiday.

If a holiday occurs while an Associate is on vacation, the holiday will not be counted as a vacation day and the Associate will be paid holiday pay. Associates must work the day before and after the holiday or, take a scheduled vacation or floating holiday on the day before or the day after the holiday to be eligible for holiday pay.

Non-exempt Associates who are required to work on a holiday will be paid their regular rate of pay for the holiday, plus their regular rate of pay for the number of hours worked on the holiday. Holiday hours paid will **not** count as time worked for overtime purposes.

Full-time exempt and non-exempt Associates	▪ Regular straight time for eight hours or scheduled work day.
Hourly plus commissioned Associates and commissioned Associates	▪ As defined in Pay Plan documentation

Sick Days

Regular full-time Associates actively at work are granted 40 hours of paid sick time (five days for exempt Associates or four days for those Associates working 10 hours per day) on January 1 of each year.

Newly hired Associates will receive a prorated allotment calculated and granted on the first day of the month following two months of employment.

Associates on a leave of absence will be eligible to receive a prorated allotment calculated and granted based on the number of full months remaining following their return.

Sick Accruals for New Hires

Month Hired	Month Posted	Full Time Hrs Grant
January	April	30.00
February	May	26.67
March	June	23.33
April	July	20.00
May	August	16.67
June	September	13.33
July	October	10.00
August	November	6.67
September	December	3.33
October	N/A	N/A
November	N/A	N/A
December	N/A	N/A

Sick Accruals for Associates Returning from a Leave of Absence

Month Returned	Sick Hours Grant
January	36.67
February	33.30
March	29.97
April	26.64
May	23.31
June	19.98
July	16.65
August	13.32
September	9.99
October	6.66
November	3.33
December	0.00

Once sick time pay has been exhausted, additional sick time off will be without pay.

Regular full-time Associates who have exhausted all sick days and are on an approved leave of absence may request to take accrued vacation days in full day increments for any waiting time or unpaid leave time.

Non-exempt Associates may use full or partial days of absence reported in ¼ hour increments. All sick time used must be reported using the Company Time and Attendance system. Sick time will not be counted as hours worked for the purpose of calculating overtime.

Exempt Associates are required to report full days of absence using the Company Time and Attendance system.

Scheduled time off (vacation, floating holidays) that occurs while an Associate is sick will be recorded and paid as originally scheduled, not as sick time.

Associates absent due to personal illness or injury in excess of seven consecutive days may be eligible for Short-Term Disability (STD) benefits. Associates may contact the Human Resources Department for information regarding Short-Term Disability.

Unused Sick Time

At the end of each calendar year, any complete days of unused sick time will be transferred to the Associate's STD plan to extend the amount of 100% coverage available to the Associate. One unused sick day will convert two STD days paid at 66^{2/3}% to two STD days paid at 100%. Unused sick days from prior years can only be used to increase the STD benefit.

If an Associate begins STD leave, the first seven-day elimination period will be paid using available sick time hours in the Associate's current sick leave bank. If there are no current sick hours available, the Associate may use accrued vacation time or available Floating Holidays. If the Associate has exhausted the current year sick bank, accrued vacation and floating holidays, the first seven days will be without pay. Unused sick time will not be paid at termination of employment or in the event the Associate changes to a non-eligible status.

8.8 Jury Duty/Witness Leave

The Company encourages its Associates to fulfill their civic obligations. Accordingly, paid jury duty/witness leave will be granted to Associates regularly scheduled to work 40 or more hours per week during the calendar year, who have 90 days of service and are called upon to serve on a jury or are subpoenaed to testify as a witness in a court proceeding. Full-time Associates subpoenaed for jury service during regularly scheduled working hours will be paid the difference between pay normally received and jury pay. Jury duty leave pay is limited to a maximum of eight hours per day, and 80 hours per calendar year. Unpaid leave typically will be granted for jury or witness duty that exceeds 80 hours per calendar year.

8.9 Crime Victim Leave

An Associate who is a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- You must be the victim of a crime, or you must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

A registered domestic partner means a domestic partner who is registered in accordance with state law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above or to participate at the prosecutor's request in preparation for a criminal justice proceeding; to attend a criminal justice proceeding if the attendance is reasonably necessary to protect the interests of the victim; or to attend a criminal justice proceeding in response to a subpoena.

Associates must provide their Supervisor or Manager with reasonable advance written notice of the need for this leave before being absent for such a reason, and must provide documentation of the scheduled

proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence. Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or floating holiday.

To the extent state or local law provide greater leave rights or other benefits, the Company will comply with all such laws.

8.10 Working Mother Accommodation

In consideration to working mothers who may be lactating, the Company will provide a reasonable amount of break time to accommodate an Associate desiring to express breast milk for the Associate's infant child. The Company will make reasonable efforts to provide a room or other location for the Associate to express milk in private. If you are in need of such an accommodation, please contact the Human Resources Department as soon as possible so that any necessary arrangements can be made.

8.11 Workers' Compensation

DS Services provides Workers' Compensation to protect Associates who suffer a work-related injury or illness.

Associates are responsible for working safely and for actions that affect the safety of others. Associates are to report all injuries, illnesses and incidents immediately to their supervisor and to proceed with the following steps:

Request medical treatment when a work-related injury or illness occurs or at a later time, if appropriate.

- Complete all forms as requested by supervisor.
- Report to the Company-designated medical facility or your pre-designated physician and return to work after medical treatment, unless otherwise prescribed by treating physician.
- Provide supervisor with a work status report after the initial and each subsequent visit to the medical facility when requested.
- Comply with work restrictions during recovery process.
- If offered, be available for transitional work appropriate for abilities during recovery.
- Provide a return-to-work release from treating physician when returning to work.
- File a claim for State Disability Insurance, if applicable.
- If continued medical care is required after returning to work, coordinate the scheduling of appointments with supervisor. Appointments should be scheduled before or after work, if possible. Early morning or late afternoon appointments may be scheduled if appointments before or after work are unavailable.

Other Benefits

State Disability Insurance (SDI): In some states, the Associate may be eligible for SDI benefits. If so, the Associate must file a claim with the appropriate state disability office. Family and Medical Leave Act (FMLA): Workers' Compensation leaves run concurrently with FMLA.

Other Leaves Under Applicable Law

In addition to the leaves described herein, Associates may be entitled to additional time off from work under applicable laws. It is the Company's policy to comply with any Federal, state or local laws

providing eligible Associates with protected time away from work. If you have a need for leave not covered in this Handbook or any questions about leaves that may be available to you, please contact the Human Resources Department.

SECTION 9 - DEFINITION OF TERMS

Unless otherwise noted, the following definitions apply to the policies, procedures and guidelines in this guide:

Company or DS Services: DS Services of America, Inc. and its subsidiaries including DS Customer Care, LLC. Where appropriate, including, but not limited to, Section 3 (Code of Business Conduct and Ethics), “Company” and “DS Services” include Cott Corporation and its subsidiaries.

Exempt Associate: An Associate who is *not* eligible for overtime under Federal and state wage and hour laws.

Management: Any Associate in a position responsible for directing, supervising and/or managing the work of other Associates.

Non-exempt Associate: An Associate who is eligible for overtime under Federal and state wage and hour laws.

Regular Full-Time Associate: An Associate who 30 hours each week on average.

Regular Part-Time Associate: An Associate who works less than 30 hours per week on average. .

Temporary Part-Time Associate: An Associate who is hired to work less than 40 hours per week for a limited period of time. Temporary part-time Associates include interns and seasonal workers.

SECTION 10 - CONTACT INFORMATION

Support Quarters: 770-933-1400

Associate Complaint Resolution Line – 1-866-645-4167

EthicsPoint®: 866-ETHICS-P (866-384-4277)

Human Resources Department – 1-800-WATERHR (1-800-928-3747)

Associate Assistance Plan (EAP) – 1-800-624-5544

This Handbook contains employment practices information effective at the time of publication and replaces all prior Associate handbooks published or issued by the Company or by any of its predecessors or affiliates. Except for the At-Will Employment Policy, the Company has the right to delete, modify or supplement policies, procedures and other information contained in this Handbook at any time without prior notice. No conversations or other verbal or written representations made to you change the contents of this Handbook. Only the Board of Directors of the Company, or a designated committee of independent members of the Board of Directors, may grant waivers from the provisions of this Handbook involving the CEO of the Company. Although this Handbook covers many topics, it does not cover every employment situation that could arise and does not include every policy or procedure that the Company may issue.

SECTION 11 – ASSOCIATE HANDBOOK ADDENDUMS

Addendum 3.9.1 – Section 3.9; Our Associates – Equal Employment Opportunity; Paragraph 2

Effective July 11, 2017 for the sole purpose of expanding the list of protected groups to include “creed,” the referenced paragraph is amended as follows:

DS Services bases employment decisions, including selection, development and compensation decisions, on an individual’s qualifications, skills and performance. *It does not base these decisions on personal characteristics or status, such as race, religion, **creed**, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, citizenship, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information or any other characteristic protected by applicable federal, state, or local laws and ordinances.* DS Services is fully committed to equal employment opportunity and compliance with the letter and spirit of the full range of fair employment practices and non-discrimination laws in the countries in which it does business.

EMPLOYMENT ARBITRATION POLICY

(Addendum A to the DS Services of America, Inc. Associate Handbook)

(Revised July 18, 2017)

- **DISREGARD IF YOU ARE SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT OR WORK IN ANY OF THE FOLLOWING STATES:**

Illinois	Kentucky	Ohio	Wisconsin
Indiana	Michigan	Tennessee	

Introduction to the Policy

The Company values each of its associates and strives to promote excellent working relations with, and among, its associates. Occasionally, however, disagreements arise. The Company believes that resolution of such disagreements will best be accomplished through an internal dispute resolution process and, if that fails, by external binding and mandatory arbitration. Therefore, the Company has adopted this Employment Arbitration Policy (the "Policy") for its associates who are not subject to the exclusion above ("Associate(s)").

Employment with the Company is "at-will," and thus is not for any definite period of time. Like the Associate Handbook, nothing in this Policy constitutes, or is intended to constitute, an express or implied contract of employment for any definite period of time or any deviation from the "at-will" nature of your employment. Thus, this Policy does not constitute a waiver by the Company of its rights under the "Employment at-will" Doctrine nor does it provide any Associate or former Associate any right or remedy not otherwise available under applicable law. However, unlike the Associate Handbook, this Policy does create a contract between associates and the Company: a contract whereby they mutually agree to arbitrate disputes according to this Policy.

Consideration for your agreement to this Policy is provided in the form of your offer of employment or continued employment with the Company, the Company's mutual promise to arbitrate under this Policy, the Company's agreement to bear certain fees and costs relating to the arbitration as specified herein, as well as any compensation paid to you. Your acceptance of employment or continued employment after the original effective date of this Policy, **September 15, 2016**, shall be deemed as your acceptance of this Policy and the terms provided herein, unless you have expressly opted out of this Policy by signing and returning the attached "Election to Not Participate in Arbitration Form" to your Human Resources Manager so that your form is received no later than the 15th calendar day following your acknowledgment of receipt of this Policy. Thus, your employment or continued employment is not contingent upon your acceptance of this Policy, which is your decision alone.

Scope of Policy and Class, Collective, and Representative Action Waiver.

This Policy makes arbitration the required and exclusive forum for the resolution of all disputes (except for disputes that by statute are not arbitrable) arising out of or in any way related to employment based on legally protected rights (e.g., statutory, regulatory, contractual, or common-law rights) that may arise between a current or former Associate (except those who are subject to a collective bargaining agreement with the Company) and the Company, its predecessors, successors and assigns, its current and former parents, subsidiaries, and

affiliates, and its and their current or former officers, directors, employees, Associates, and agents (and that are not resolved internally) including, without limitation, claims, demands, or actions under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act of 1938, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, and all amendments thereto, and any other federal, state, or local statute, ordinance, regulation, or common-law doctrine regarding employment, employment discrimination, terms and conditions of employment, termination of employment, compensation, breach of contract, defamation, retaliation, whistle-blowing, negligence, intentional torts, and misrepresentation (collectively referred to herein as "Claim(s)").

This Policy does not apply, however, to claims regarding Workers' Compensation or unemployment compensation benefits.

Claims covered by this Policy may not be brought as part of a class, collective, or representative action, and neither the Company nor any current or former Associate covered by this Policy may submit a class, collective, or representative action for resolution under this Policy. This Policy does not, however, prohibit two or more associates from joining their claims together in one arbitration as co-named claimants.

To the maximum extent permitted by law, and except where expressly prohibited by law, arbitration pursuant to this Policy is the exclusive remedy for any Claims which might otherwise have been brought on a class, collective, or representative action basis. Accordingly, as it relates to these Claims, current or former Associates covered by this Policy may not participate as a class or collective action representative or as a member of any class, collective, or representative action, and will not be entitled to any recovery from a class, collective, or representative action in any forum for these Claims. Any disputes concerning the validity of this class, collective, and representative action waiver will be decided only by a court of competent jurisdiction, and not by an arbitrator who by this Policy is expressly not authorized to decide that issue. Any applicable American Arbitration Association ("AAA") rule to the contrary that permits an arbitrator to rule on the validity of the waiver is thus expressly superseded by this Policy. If this class, collective, or representative action waiver is found to be unenforceable, then any Claim brought on a class, collective, or representative action basis must be filed or proceed in a court of competent jurisdiction, and such court shall be the exclusive forum for all such Claims. The arbitrator shall not have the authority or jurisdiction to hear, preside over, or rule on any class, collective, or representative Claims.

If any Associate or former Associate covered by this Policy submits in arbitration or files in any court a Claim styled as a class, collective, or representative action, this Policy may be submitted in such proceeding and you and the Company agree that the arbitrator or court order that the class, collective, or representative allegations/Claims be dismissed and that the matter be compelled to arbitration in accordance with this Policy. If an Associate submits, files, opts into, or joins any class, collective, or representative action in violation of this Policy, such violation shall constitute a breach of contract. Therefore, if the Company successfully moves to compel an Associate to comply with the terms of this Policy, the Company shall be entitled to an award of its attorneys' fees and costs incurred in preparing the motion to compel as damages directly

resulting from the breach of contract, regardless of whether the applicable law provides for fee-shifting.

Notwithstanding the above, **this Policy does not affect an Associate's right to participate in, or continue participating in, a lawsuit that was filed and captioned as a class or collective action prior to the original effective date of this Policy. This policy also does not affect an Associate's right to continue in a lawsuit that he or she filed in court prior to the original effective date of this Policy.**

Furthermore, nothing in this Policy shall prevent either party from seeking from any court of competent jurisdiction injunctive relief in aid of arbitration or to maintain the status quo prior to arbitration. This Policy also does not interfere with or affect the National Labor Relations Board's ("NLRB") jurisdiction over disputes covered by the National Labor Relations Act. Thus, nothing in this Policy shall be construed to constitute a waiver of an Associate's right to file a charge or complaint with the NLRB or an Associate's right to challenge the validity of this Policy on such grounds as may exist in law or equity. Moreover, this Policy does not affect an Associate's right to bring a representative action under California's Private Attorney General Act ("PAGA") in court. However, such PAGA claims are excluded from arbitration under this Policy and therefore may not be raised in arbitration.

Additionally, this Policy does not interfere with or affect the jurisdiction of the Department of Labor ("DOL"), Equal Employment Opportunity Commission ("EEOC"), or any state or local human rights agencies to investigate alleged violations of the laws enforced by these agencies. This Policy does not waive Associates' rights to file charges of discrimination or retaliation with these agencies. However, Associates shall not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of a charge, and/or participating in an investigation resulting from the filing of a charge, with any of these agencies. An Associate may, however, seek compensation relating to the allegations contained in the Associate's charge filed with these agencies if the Associate timely demands an arbitration under this Policy within the applicable time limits, including any statute(s) of limitations.

This Policy does not require the Company to institute arbitration before taking corrective action of any kind, including termination of employment. However, if an Associate disagrees with any such corrective action, believes that the corrective action violated a legally protected right, and wishes to pursue the dispute, the Associate must adhere to this Policy. The results of any arbitration are final and binding on both the Company and the Associate.

Arbitration Rules and Procedures

Except as otherwise expressly provided herein, arbitration under this Policy shall be conducted before a single arbitrator pursuant to the then in effect Employment Arbitration Rules and Mediation Procedures of the AAA (the "Rules"). These Rules are available at the AAA's website: www.adr.org, and a copy of these Rules can be provided if you request one from your Human Resources Manager. Some of these Rules have been expressly modified by this Policy and therefore, to the extent the terms of this Policy differ from the Rules found on the AAA website, this Policy takes precedence. For example, Rules covering fees and costs have been modified so that many of the costs typically shared by the parties will be borne by the Company.

1. Initiating Arbitration Proceedings

To initiate arbitration, you must send a written demand for arbitration to the following address:

Attn: Leslie Rea, Vice President Human Resources
2300 Windy Ridge Parkway
Suite 500N
Atlanta, Georgia 30339

The demand must be received within the time period provided by the statute of limitations applicable to the Claim(s) set forth in the demand. The demand must provide: (1) a statement of the nature of the dispute, including the alleged act or omission at issue; (2) the names of all persons involved in the dispute; (3) the amount in controversy, if any; and (4) the remedy(ies) sought.

Within thirty (30) calendar days of receiving the demand, or as soon as possible thereafter, the Company will file the demand with the AAA and request that the arbitration hearing occur in the venue closest to the Company location where the Associate most recently worked. You also must complete any other forms required by the AAA for submission of the Claim for arbitration.

2. Arbitrator Appointments and Qualifications

A single neutral arbitrator shall generally be appointed in the manner provided by the AAA Rules. However, to be qualified, the arbitrator must be an attorney or retired judge that is experienced and knowledgeable about employment-related claims. Moreover, the arbitrator may not have any financial or personal interest in the proceeding. Thus, prior to accepting appointment, the prospective arbitrator shall disclose any circumstance likely to prevent a prompt hearing or demonstrate any bias. If such information is disclosed, the AAA shall either replace the arbitrator candidate or communicate the information to the parties for comment. Thereafter, the AAA may disqualify the arbitrator candidate or not, and its decision shall be conclusive. Arbitrator candidate vacancies shall be filled according to the AAA Rules.

3. Arbitration Proceedings

The arbitration hearing shall be scheduled by the arbitrator for a date mutually agreeable to the arbitrator and all parties, and shall occur in the venue closest to the Company location where the Associate most recently worked, unless otherwise mutually agreed to by the parties. If no date is mutually agreed upon by the parties, the arbitrator will set the date, time, and place of hearing. Notice of the scheduling and location must be given to the parties by the AAA at least thirty (30) calendar days in advance, unless the parties agree otherwise. If the hearing cannot reasonably be completed in one day, the arbitrator will schedule the hearing to be continued on a mutually convenient date. The arbitrator may postpone any hearing: (a) if a party requests and demonstrates good cause; (b) if all of the parties agree; or (c) upon the arbitrator's own initiative.

4. Representation

Any party to the arbitration may, at the party's own cost, be represented by an attorney or representative (excluding any Company supervisory Associate) or by himself or herself. For an Associate without representation, the AAA may, upon request, provide reference to institutions that might offer assistance.

5. Confidentiality of and Attendance at Hearing

The arbitrator shall maintain the confidentiality of the hearings unless the applicable law provides to the contrary. The arbitrator shall have the authority to exclude witnesses, other than a party and the party's representative(s), from the hearing during the testimony of any other witness. The arbitrator also shall have the authority to decide whether any person who is not a witness, party, or representative, may attend the hearing.

6. Oaths

Before proceeding with the first hearing, each arbitrator may – and if required by law, shall – take an oath of office. The arbitrator may – and if required by law, shall – also require each witness who is to testify, to do so under oath administered by any duly qualified person.

7. Stenographic Record

If a party requests a stenographic record, the requesting party shall bear the cost of such record. If both parties request a stenographic record, the cost shall be borne equally by the parties. If only the Associate-claimant requests a stenographic record, the Company shall bear its own cost of obtaining a copy of the record for itself. If only the Company requests a stenographic record, the Company shall also bear the cost of providing a copy of the record to the Associate-claimant.

8. Arbitration in the Absence of a Party

Unless the applicable law provides to the contrary, the arbitration may proceed in the absence of a party or representative who, after due notice, fails to be present or fails to obtain a postponement. However, an award shall not be made solely on the default of a party. Rather, the arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for making of the award.

9. Discovery in Arbitration

Consistent with the expedited nature of arbitration, each party shall be limited to the following prehearing discovery: (a) ten (10) document requests; (b) ten (10) interrogatories; (c) ten (10) requests for admissions; (d) one non-expert deposition; and (e) one deposition of each expert designated by the opposing party. Upon request of a party, the arbitrator may order further discovery consistent with the applicable Rules and the expedited nature of arbitration. The arbitrator shall also be authorized to order, upon proper objection, that certain discovery be disallowed. In determining whether to disallow certain discovery, the arbitrator shall particularly consider, among other considerations and possible objections, whether the requested discovery: (i) is irrelevant; (ii) would present an undue burden on the producing party; and/or (iii) is not proportional to the needs of the arbitration.

10. Prehearing Motions

The arbitrator shall be authorized to consider and rule on prehearing motions, including dispositive motions. Any ruling on such motions shall be made consistent with Section 14(b) and (c) of this Policy.

11. Evidence

The arbitrator shall be the judge of the relevance and materiality of the evidence offered. The arbitrator may also receive and consider the evidence of witnesses by written affidavit, but shall give such written affidavit only such weight as the arbitrator deems it to be entitled to after considering any objection made to the affidavit's admission. All documents to be considered by the arbitrator shall be filed at the hearing.

12. Closing of Hearing

The arbitrator shall ask whether the parties have any further proof to offer or witnesses to be heard. If all parties confirm that they have no additional proof or witnesses, or if the arbitrator is satisfied that the record is complete, the arbitrator shall declare the hearing closed and the minutes thereof shall be recorded.

13. Waiver of Procedures

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these procedures has not been complied with, and who fails to state objections thereto in writing, shall be deemed to have waived the right to object.

14. Arbitration Award

a. Timing.

The award shall be made promptly by the arbitrator unless otherwise agreed by the parties or specified by law. The arbitrator shall be instructed to make the award within thirty (30) calendar days of the close of the hearing or as soon as possible thereafter.

b. Form.

The award shall be in writing and shall be signed by the arbitrator. If either party requests, such award shall be in a form consistent with the rules of the AAA. All awards shall be executed in the manner required by law. The award shall be final and binding upon the Associate-claimant and the Company, and a court's review of the arbitration award (on a party's motion to enforce the arbitration award, if necessary) shall be limited as provided by law.

c. Scope of Relief.

The arbitrator shall be governed by applicable federal, state, and local laws. The arbitrator may not award relief on any class, collective, or representative basis. The arbitrator shall have the authority to award compensatory damages and injunctive relief to the extent permitted by applicable law. The arbitrator may award punitive or exemplary damages or attorneys' fees only where expressly provided by applicable law. The arbitrator shall not have the authority to make any award that is arbitrary and capricious or to award to the Company the costs of the arbitration that the Company has agreed to bear under this Policy.

15. Delivery of Award to the Parties

The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to a party or its representative at the last known address via certified mail with return receipt, personal service of the award (including through nationally-

recognized delivery services with signature confirmation of receipt), or the filing of the award in any manner that is permitted by law.

16. Enforcement of the Award

The arbitration award may be enforced under the terms of the Federal Arbitration Act (Title 9 U.S.C.) and/or under the law of any state to the maximum extent possible. If a court determines that the award is not completely enforceable, it shall be enforced and binding on both parties to the maximum extent permitted by law.

17. Judicial Proceedings and Exclusion of Liability

Neither the AAA nor any arbitrator in a proceeding under this Policy is a necessary party in judicial proceedings relating to the arbitration. You and the Company agree that judgment may be entered on the arbitration award in any federal or state court of competent jurisdiction.

18. Expenses and Fees

Unless otherwise precluded by applicable law, expenses and fees shall be allocated as set forth below. The allocation of expenses as provided for in sections (a) through (d) may not be modified by the arbitrator except where the arbitrator determines that a party's Claims were frivolous or asserted in bad faith.

a. Filing Fees.

The Company shall pay any filing fee required by the AAA.

b. Hearing Fees and Arbitrator Fees.

The Company shall pay the hearing fee and arbitrator fee for the hearing.

c. Postponement/Cancellation Fees.

Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.

d. Other Expenses.

The expenses of witnesses shall be paid by the party requiring the presence of such witnesses. All other ordinary and reasonable expenses of the arbitration relating to hearing room expenses, travel expenses of the arbitrator, or expenses of witnesses produced at the arbitrator's direction, shall be paid by the Company.

e. Legal Fees and Expenses.

Each party shall pay its own legal fees and expenses subject to Section 18(a) and (b) above.

19. Serving of Notice

Any notices or process necessary or proper for the initiation or continuation of an arbitration under these procedures, for any court action in connection therewith or for the entry of judgment on an award made under these procedures, may be served on a party by mail addressed to the party or its representative at the last known address via certified mail with return receipt or by personal service (including through nationally-recognized delivery services with signature confirmation of receipt), in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The AAA and the parties may also use e-mail, facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these procedures, provided that such

notice is confirmed by the telephone or subsequent mailing to all affected parties. Service on the other party must be simultaneous with the filing and be made by the same means.

20. Time Period for Arbitration

Any proceeding under this Policy must be brought within the time period provided for within the statute(s) of limitations applicable to the Claim(s) asserted by the claimant.

21. Amendment or Termination of Arbitration Policy

The Company reserves the right to revise, amend, modify, or discontinue this Policy at any time in its sole discretion with thirty (30) calendar days' written notice. Such revisions, amendments, or modifications shall be effective thirty (30) calendar days after the revisions, amendments, or modifications are provided to Associates and will apply prospectively only and shall not affect any arbitration demand that had already been submitted under this Policy, which will proceed under the terms of this Policy in effect at the time the arbitration demand was made. **Your continued employment after receiving such amendments shall be deemed your acceptance of the revised, amended, or modified terms.**

22. Interpretation and Application of Procedure

Except as otherwise provided by this Policy, the arbitrator shall interpret and apply these procedures as they relate to the arbitrator's powers and duties. All other procedures shall be interpreted and applied by the AAA. Except as otherwise expressly agreed upon, and except as otherwise provided in this Policy, any dispute as to the arbitrability of a Claim made pursuant to this Policy shall be resolved in arbitration.

23. Severability

Except for the class, collective, and representative action waiver, if any other part or provision of this Policy is held to be invalid, illegal, or unenforceable, such holding will not affect the legality, validity, or enforceability of the remaining parts and each provision of this Policy will be valid, legal, and enforceable to the fullest extent permitted by law. If the class, collective, and representative action waiver is held to be unenforceable, the matter in which it was so held will proceed in a court of competent jurisdiction and not in arbitration as this Policy does not provide for or permit class, collective, or representative actions in arbitration.

24. Anti-Retaliation

The Company prohibits anyone from retaliating against anyone who files a Claim under this Policy, including any Claims regarding the validity of this Policy or any provision thereof. If you feel you have been retaliated against in violation of this Policy, you should immediately report the matter to your supervisor or any member of the Company's Human Resources Department. If you have not received a response to your satisfaction from a member of the Company's Human Resources Department within five (5) business days after reporting the matter as provided above, please immediately contact Ethicspoint at 1-866-384-4277 or via website www.ethicspoint.com. Every report of retaliation will be fully investigated and corrective action taken where appropriate, up to and including termination.

ELECTION TO NOT PARTICIPATE IN ARBITRATION FORM

IMPORTANT!

- ***Return this completed form to your Human Resources Manager ONLY IF you choose to affirmatively opt-out of the Company's Employment Arbitration Policy. To allow you sufficient time to consider your decision, you may return this form any time before the end of the 15th calendar day following your acknowledgment of receipt of this Policy.***

Check this box and submit this form **ONLY IF** you agree with the statement below (if this form is submitted without this box checked, this form will be deemed ineffective):

"I do not wish to be covered by the benefits of arbitration or to accept the Company's offer to pay for many of the associated fees, and affirmatively choose to opt-out of the Company's Employment Arbitration Policy."

NAME: _____

TITLE: _____

CITY/LOCATION: _____

SIGNATURE: _____

DATE: _____

For the Human Resources Manager to complete and provide a copy to the Associate:

DATE RECEIVED
BY HR MANAGER: _____

MANAGER NAME: _____

MANAGER TITLE: _____

SIGNATURE: _____

EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, ANTI-DISCRIMINATION, ANTI-HARRASSMENT, AND ANTI-RETALIATION POLICY

(Addendum B to the DS Services of America, Inc. Associate Handbook)

Equal Opportunity and Affirmative Action Commitment

The Company offers equal employment opportunities without regard to race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, citizenship, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information or any other characteristic protected by applicable federal, state, or local laws and ordinances.

The Company has established Affirmative Action Programs under EO 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA"). The Company engages in affirmative action measures to ensure that qualified applicants are employed, and that Associates are treated during employment, without regard to any of the protected characteristics listed above. The Company has established an audit and reporting system to allow for effective measurement of its affirmative action activities.

To implement these policies, the Company recruits, hires, trains, evaluates, and promotes qualified persons in all job titles, without regard to any of the protected characteristics listed above. Furthermore, the Company ensures that employment decisions are based on valid job requirements and ensures that all personnel actions and employment activities such as compensation, benefits, promotions, layoffs, returns from layoffs, Company-sponsored programs, and tuition assistance will be administered without regard to any of the protected characteristics listed above.

Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy

The Company prohibits and does not tolerate discrimination, harassment, or retaliation of or against our job applicants, contractors, interns, volunteers, or Associates by another Associate, supervisor, vendor, customer, or any third party on the basis of race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, citizenship, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment, or retaliation. Discrimination, harassment, and retaliation are also prohibited by law.

Discrimination Defined

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion

towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, Associates are expected to behave at all times in a professional and respectful manner.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

Retaliation Defined

Retaliation means adverse conduct taken because an individual: (a) reported an actual or perceived violation of this policy; (b) opposed practices prohibited by this policy; or (c) assisted or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports discrimination, harassment, or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment, or retaliation; and denying employment benefits because an applicant or Associate reported discrimination, harassment, or retaliation or participated in the reporting and investigation process described below.

ALL DISCRIMINATION, HARASSMENT, AND RETALIATION IS UNACCEPTABLE IN THE WORKPLACE AND IN ANY WORK-RELATED SETTINGS SUCH AS BUSINESS TRIPS AND BUSINESS-RELATED SOCIAL FUNCTIONS, REGARDLESS OF WHETHER THE CONDUCT IS

ENGAGED IN BY A SUPERVISOR, CO-WORKER, CLIENT, CUSTOMER, VENDOR, OR OTHER THIRD PARTY.

Reporting Procedures

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment, and retaliation. If an Associate believes someone has violated this policy or our Equal Employment Opportunity Policy, the Associate should promptly bring the matter to the immediate attention of his/her supervisor, or any member of the Human Resources Department including the VP of Human Resources (contact information is available below). If the supervisor and Human Resources Department are unavailable or the Associate is uncomfortable reporting the incident to his/her supervisor or the Human Resources Department, the Associate may report the incident to the Chief Executive Officer or Chief People Officer of the Company so that action may be taken.

The policy does not require discrimination, harassment, or retaliation to any individual who is engaging in the discrimination, harassment, or retaliation. If an Associate is not promptly contacted by the Human Resources Department after making an initial report, the Associate should renew the report to the VP of Human Resources.

Every supervisor who learns of any Associate's concerns about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to senior management or the Human Resources Department.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting Associate's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the Complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, we cannot remedy claimed discrimination, harassment, or retaliation unless you bring these claims to the attention of management. Please immediately report any conduct which you believes violates this policy.

Contact Information

Associate Complaint Resolution Line – 1-866-645-4167

EthicsPoint®: 866-ETHICS-P (866-384-4277)

Human Resources Department – 1-800-WATERHR (1-800-928-3747)

Leslie Rea, VP of Human Resources – 415-860-1477

ALABAMA

Emergency Response Leave

An Associate who is a member of a volunteer fire department or emergency medical service who responds to an emergency call prior to the time the Associate is due to report to work, and that emergency results in a loss of time from employment, will not be terminated provided that, prior to missing work, the Associate attempts to contact his or her manager to notify the manager that the Associate has been dispatched to an emergency. Further, the Associate must supply the Company with a statement from the fire department or emergency medical service stating that the Associate responded to an emergency call, and the time thereof. For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Military Service

Associates who are active members of the Alabama National Guard, Naval Militia, the Alabama State Guard organized in lieu of the National Guard, or of any other reserve component of the armed forces of the United States, shall be entitled to military leave of absence from their respective civil duties and occupations on all days that they are engaged in field or coast defense or other training or on other service ordered under the National Defense Act, or of the federal laws governing the United States reserves, without loss of pay, time, efficiency rating, annual vacation, or sick leave. Notwithstanding the foregoing, no Associate granted a leave of absence with pay shall be paid for more than 168 working hours per calendar year, and those Associates shall be entitled, in addition thereto, to be paid for no more than 168 working hours at any one time while called by the Governor to duty in the active service of the state.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

ARIZONA

National Guard Leave

The Company will permit members of the National Guard to take leaves of absence from employment for the purpose of complying with competent orders of the state or United States for active duty, or to attend camps, maneuvers, formations or armory drills. The National Guard member will be entitled to leave of absence from his/her duties without loss of time on all days during which he is engaged in field training and, for a period during leave of absence not to exceed 30 days in any two consecutive years, the Associate will be entitled to pay. Associates will not be charged for military leave on days that they are not scheduled for work.

The leave of absence for National Guard duty will not affect vacation rights which Associates otherwise have, except that the Company will not consider the period of absence as a period of work performed for the Company in determining eligibility for vacation and the amount of vacation pay to which the Associate is entitled. A member of the National Guard will not lose seniority or precedence while absent under competent military orders. Upon return to employment the Associate shall be returned to his/her previous position, or to a higher position commensurate with his/her ability and experience as seniority would ordinarily entitle him/her.

Crime Victims Leave

An Associate who has been the victim of a crime or whose family member has been the victim of crime, or were the Associate is the lawful representative of a crime victim, killed or incapacitated may take leave to (1) attend proceedings related to the prosecution of the criminal, or (2) obtain an order of protection or injunction to help ensure the safety of the victim or the victim's child. If you need time off, you should notify your supervisor as soon as possible. The Associate will be required to provide a copy of any form received from the applicable law enforcement agency. Additionally, the Associate must provide a copy of the notice for each scheduled proceeding you attend. Time off under this policy is unpaid. The Associate may, however, elect to use any available paid time off.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

CALIFORNIA

MEAL AND REST PERIODS

Meal Periods

When you work a shift of more than five hours, the Company provides you with at least a 30-minute off duty, unpaid meal period before the end of the fifth hour of work, unless you work 6 hours or less in a workday and you and the Company agree to voluntarily waive the meal period. You should begin your meal period by no later than the end of your fifth hour of work. You are relieved of all of your work duties during your meal period, and you are free to use your meal period time for whatever purpose you desire.

When you work a shift of more than 10 hours, the Company provides you with a second 30-minute off-duty, unpaid meal period. However, if you work more than 10 hours in a day, but not more than 12 hours, then you and the Company can agree to waive your second meal period.

Each non-exempt Associate is required to record accurately the time they begin and end each meal period. Non-exempt Associates must not perform any work "off the clock" during meal periods. Any time spent performing work during a meal period must be reported and also reflected on your time record.

Rest Breaks

Associates are authorized and permitted to take one 10-minute paid rest break for every four hours worked or major fraction of four hours. Rest breaks should be taken as close to the middle of each four-hour work period as possible. You are encouraged to take all authorized rest breaks each workday.

If you work more than six hours in a day, then you are authorized and permitted to take two paid rest breaks that day. If you work six hours or fewer, then you are authorized and permitted to take one paid rest break each day. If you work more than 10 hours in a day, then you are authorized and permitted to take an additional rest break. Associates working fewer than 3-1/2 hours in a day are not entitled to a rest break.

Associates may not add their rest breaks to their meal period as a means of taking a longer meal period. Associates also should not work through their meal period or rest breaks in order to arrive late or leave early.

Reporting Meal Period and Rest Break Issues

If you are not provided with a meal period or rest break as specified in this policy, or if anyone directs or encourages you to skip or shorten any meal period or rest break, then you must immediately contact Human Resources. You may do so without fear of retaliation, which the Company prohibits.

The Company will assume that you have been provided with your meal periods and rest breaks as set forth in this policy unless you notify Human Resources of a problem or submit a Meal Period/Rest Break Issue Notice Form to Human Resources advising of an issue with a meal period or rest break. You may submit this Form to Human Resources by e-mail to your HR Manager. If you were not provided a meal period or rest break consistent with this policy, then

you will be paid in accordance with California law. Associates will be subject to discipline for violating this policy.

If you have any questions regarding this policy or your meal period and rest break entitlements, then please contact Human Resources.

Leave Under the California Family Rights Act

Similar to the FMLA, eligible California Associates can take up to 12 weeks of unpaid leave in a 12-month period under the California Family Rights Act (“CFRA”) for:

Birth/Placement (Bonding) — to care for a child born to or placed for adoption or foster care with the Associate;

Family Medical — to care for the Associate’s parent, child, spouse, or registered domestic partner with a serious health condition; or

Associate Medical — because of the Associate’s own serious health condition, which renders the Associate unable to perform one or more essential functions of his or her position.

The eligibility requirements are the same under the FMLA and CFRA. To be eligible for leave under the CFRA, the Associate must (1) have worked for the Company for more than 12 months, (2) have worked at least 1,250 hours during the 12 months before the leave is to begin, and (3) work at a location with at least 50 Associates within 75 miles of the Associate’s worksite.

Similar certification procedures also apply to CFRA leave. Group health benefits will be continued for a maximum of 16 weeks in a 12-month period, including any benefits provided during an FMLA leave during the 12-month period.

Reinstatement rights are also the same under both the FMLA and the CFRA. If leave is covered by both the FMLA and CFRA, then leave taken under the CFRA will run concurrently with leave taken under the FMLA.

Spouses Employed by the Company

If otherwise eligible, spouses who both are employed by the Company are each eligible for a total of 26 weeks of leave in a single 12-month period to care for a covered service member. Spouses who both are employed by the Company also are each eligible for a total of 12 weeks of leave in a 12-month period for the birth, adoption, or foster care placement of their child or to care for a parent with a serious health condition.

Second and Third Opinions

The Company may require second and third opinions only for the serious health condition of the Associate.

Intermittent Birth/Placement Leave

Under the CFRA, an Associate may be eligible for intermittent Birth/Placement leave. However, such intermittent leave generally must be taken in periods of at least two weeks’ duration,

except on two occasions an Associate can request such leave for a period of less than two weeks' duration.

Additional Leave Available In Connection with Pregnancy Disability Leave

Leave for pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if an Associate takes a Family/Medical Leave for a pregnancy-related disability, she may be eligible for up to an additional 12 weeks of Family/Medical Leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability. The amount of any such available Family/Medical Leave will be reduced by any other CFRA leave taken during the 12-month period.

Leave Is Unpaid/Substitution of Accrued Paid Leave

Family/Medical Leave is unpaid leave. However, any available vacation may be used during any otherwise unpaid Family/Medical Leave. In addition, an Associate may be eligible for disability, workers' compensation, or paid family leave (PFL) insurance benefits through the State of California during all or part of the 12-week leave period. If an Associate is receiving disability, workers' compensation, or PFL benefits during the Family/Medical Leave, then the Associate may elect to use any available vacation, although the Associate generally may not receive more than an amount equal to 100% of his or her salary from a combination of paid time and disability, workers' compensation, or PFL benefits. The receipt of disability, workers' compensation, or PFL benefits or the substitution of paid leave for unpaid leave time does not extend the maximum Family/Medical Leave period.

Pregnancy Disability Leave Law and Accommodation

Under California law, an Associate disabled due to pregnancy, childbirth or related medical conditions is eligible for an unpaid leave of absence of up to four months for the period of such disability. When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced work schedule. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four months. Additional leave may be available to eligible Associates under the Family and Medical Leave Policy.

A pregnant Associate may be entitled to transfer to a less strenuous or hazardous position for the duration of her pregnancy upon request, where such transfer can be reasonably accommodated. An Associate also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request, where such reasonable accommodation would not cause an undue hardship to the Company. A request for reasonable accommodation or transfer must be supported by the written certification of the Associate's health care provider that such an accommodation or transfer is medically advisable.

Pregnancy Disability Leaves generally are unpaid. Associates may elect to use any available vacation during a Pregnancy Disability Leave. In addition, an Associate may be eligible for disability benefits during the leave, although she may not receive more than an amount equal to 100% of her salary from a combination of paid time and disability benefits. The substitution of paid time for unpaid leave time and/or the receipt of disability benefits does not extend the maximum four-month Pregnancy Disability Leave period.

During a Pregnancy Disability Leave, an Associate will not accrue vacation other than during periods when she is using vacation.

During an approved Pregnancy Disability Leave, the Company will maintain an Associate's group health benefits as under the same conditions as if she had continued to be actively employed.

If possible, an Associate must provide at least thirty (30) days' notice of her intention to take leave, or as much notice as is practicable under the circumstances. A request for leave must be supported by a medical certification from the Associate's health care provider.

Generally, upon return from an approved Pregnancy Disability Leave that does not exceed the maximum available leave, an Associate will be reinstated to the same position or a comparable position, subject to any applicable exceptions. However, an Associate has no greater rights to reinstatement or to other benefits and conditions of employment than if she had not taken the Pregnancy Disability Leave. In addition, any right to reinstatement terminates if an Associate fails to return to work at the end of an approved leave, in accordance with applicable laws. As a condition of returning from a Pregnancy Disability Leave, an Associate must provide the Company with a certification from her health care provider that she is able to resume work.

Paid Family Leave Insurance

All California Associates are covered under the state's paid family leave insurance plan (PFL). This program provides up to six (6) weeks of partial pay in any 12-month period to an Associate who is eligible under the Family Medical Leave Act, the California Family Rights Act, or any Company policy, to take time off work to care for a seriously ill parent, spouse, registered domestic partner or child, or to take time off to bond with a newborn child or a newly placed adopted or foster child. PFL does not create any additional rights to time off of work.

PFL is funded by an Associate payroll deduction, according to law. PFL benefits are paid to an Associate by the state.

Time Off To Vote

Because the Company has a continuing interest in encouraging responsible citizenship, you are urged to vote for candidates of your choice at local, state and national elections either before or after your regular shift. If you do not have sufficient time outside of your working hours to vote, you will be allowed to take up to two (2) hours off with pay for this purpose. Such time off should be taken at the beginning or end of your regular shift, whichever allows for more free time.

To receive time off for voting, you generally must advise your supervisor that you will need time off at least two (2) days before election day, receive approval from your supervisor, and present a voter's receipt to your supervisor.

No action will be taken against any Associate in any manner for requesting or taking any time off as provided for in this policy.

Kin Care Leave

Associates will be permitted to use up to one-half of accrued sick leave to attend to a sick child, parent, spouse, or domestic partner. Associates will be required to follow the Company's sick leave policy as it relates to furnishing notes from health care providers.

Domestic Violence/Sexual Assault Leave

An Associate who is a victim of domestic violence or sexual assault may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the Associate or his or her child.

You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence or sexual assault; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence or sexual assault; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault.

If you need time off on account of domestic violence or sexual assault, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any Associate requesting time off on account of domestic violence or sexual assault.

Time off on account of domestic violence or sexual assault is unpaid. However, you may elect to use any available vacation.

Alcohol/Drug Rehabilitation and Adult Literacy Programs

Associates who wish to participate in an alcohol or drug rehabilitation program or an adult literacy program will be provided with a reasonable accommodation (for example, an unpaid leave) to do so, so long as an undue hardship is not imposed on the Company. Associates are permitted to use available sick leave and family/medical leave, if eligible, for a drug or alcohol rehabilitation program.

Military Spousal Leave

Eligible California Associates are entitled to take up to 10 days of unpaid Family Military Leave when their military spouse is on leave from deployment during a time of military conflict. To be eligible, an Associate must work for the Company an average of at least 20 hours per week, and be the spouse or registered domestic partner of a member of either:

1. United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
2. National Guard or Reserves who has been deployed during a period of military conflict.

Associates wishing to take Family Military Leave must provide notice to the Company within two business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The Associate also must provide documentation certifying that the time period of the military spouse's (or registered domestic partner's) leave from deployment matches the dates that the Associate is requesting leave.

Leave of Absence for Emergency Service

The Company will give time off to an Associate to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

An Associate who is a volunteer firefighter will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in fire or law enforcement training. If you need time off on account of such training, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter is unpaid, however, you may choose to use available vacation and/or personal time off during this time off.

No action will be taken against any Associate in any manner for requesting or taking any time off as provided for in this policy.

Victims of Crime Leave

An Associate who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

If desired, you can use available vacation while attending judicial proceedings relating to a crime.

Parental School Activity Leave

Associates are permitted to take unpaid time off to appear at their children's school if requested to do so by the school for the suspension of the Associate's child. An Associate must provide reasonable advance notice that he or she is requested to appear at the school. The Associate may elect to use his/her accrued paid time off for this purpose.

In addition, Associates are permitted up to eight hours per month and up to forty (40) hours per school year to participate in the school activities of their child, for a child in grades K through 12 or in a licensed day-care facility. An Associate must provide reasonable advance of his or her planned absence. An Associate must first utilize existing vacation, personal leave, or compensatory time off for purposes of the planned school activity leave.

Organ and Bone Marrow Leave

California Associates who have worked for the Company for at least 90 days may take paid time off to donate bone marrow or an organ to another person. The maximum available leave time in any one-year period is five (5) workdays for bone marrow and thirty (30) workdays for organ donation. In order to be eligible for leave under this policy, an Associate must provide written verification that the Associate is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. In addition, bone marrow donors must first use five (5) days of accrued vacation, and organ donors must first use two (2) weeks of accrued vacation before receiving paid leave under this policy.

Civil Air Patrol Leave

The Company will provide eligible Associates who are voluntary members of the California Wing of the Civil Air Patrol with up to 10 days of leave per calendar year in order for such Associates to respond to an emergency operational mission of the Civil Air Patrol. Such leave generally is limited to up to three days per single emergency operational mission. To be eligible for such leave, the Associate volunteer member must have been employed by the Company for at least 90 days immediately preceding the commencement of the leave.

Associates are required to give the Company as much notice as is possible of the intended leave dates. Additionally, the Company may require certification of the need for leave from the Civil Air Patrol Authority.

Civil air patrol leave is unpaid, although an Associate has the option to use any available vacation and/or personal time off for the otherwise unpaid leave.

No action will be taken against any Associate in any manner for requesting or taking any time off as provided for in this policy.

California non-exempt Associates will be paid one and one-half times their regular rate of pay for hours worked in excess of eight (8) hours in a work day and/or forty (40) hours in a workweek and for the first eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek. California non-exempt Associates will be paid two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek.

Volunteer Firefighter Leave

Associates are permitted unpaid time off to perform emergency duties as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. The Associate may elect to use his or her accrued paid time off for this leave.

An Associate who is a volunteer firefighter is permitted to take a temporary leave of absence, up to fourteen (14) days per calendar year, to engage in fire or law enforcement training. The Associate may elect to use his or her paid time off, where applicable.

Vacation Accrual

Associates in California will not be subject to any forfeiture of earned vacation pay. However, Associates in California are not eligible to earn any additional vacation once they have reached

one and one-half times their annual vacation accrual limit, until they use all or a portion of their earned vacation. One and one-half times the annual vacation accrual limit is equivalent to one and one-half times the maximum number of vacation days an Associate is entitled to earn during a given vacation accrual year, based on the Associate's length of service and employment status. Upon separation of employment, Associates will be paid for their accrued but unused vacation time at their regular rate of pay at the time of the separation.

Overtime

If you are a non-exempt employee, you will be paid overtime in accordance with state and federal overtime requirements. For all hours worked in excess of eight hours in one day or 40 hours in one week, Associates will be paid at one and one-half-times their regular rate of pay. Associates will be paid double-time for hours worked in excess of 12 hours in any workday.

Paid Sick Leave

Because of various laws about sick leave that govern different geographic locations, there are several sick leave policies set forth below which apply depending on where you work. Please see the policies below to determine which policy applies to you. Furthermore, Associates covered by a collective bargaining agreement may or may not be eligible for sick leave under these policies. If Associates have any questions regarding the Company's Sick Leave Policy, they should contact Human Resources.

California/San Francisco Sick Leave (For Associates Subject to the Ordinances of San Francisco)

Applicability

All California Associates who work in California within the city limits of San Francisco ("Eligible Associates") are entitled to California/San Francisco Paid Sick Time (CA/SFST) under this policy, pursuant to the requirements of the California Healthy Workplaces, Healthy Families Act of 2014 and the San Francisco Paid Sick Leave Ordinance. This includes San Francisco regular full-time Associates, part-time Associates, and temporary Associates. San Francisco Associates are not eligible to accrue paid sick time under any other Company policy.

Sick Time Accrual and Accrual Cap

Eligible Associates accrue CA/SFST at the rate of one (1) hour for every 30 hours worked, up to a maximum cap of 72 hours of CA/SFST that can be accrued at any one time. If an Eligible Associate's accrued CA/SFST reaches the 72-hour maximum, then accrual stops until the Associate uses some CA/SFST and the Associate's CA/SFST accrual drops below the maximum 72-hour cap.

New Hires

New hires covered by this policy begin to accrue CA/SFST on their date of hire.

Waiting Period for Use

Eligible Associates may begin using accrued CA/SFST on their 90th day of employment with the Company.

Exempt Associates

For purposes of CA/SFST accrual and pay, exempt Eligible Associates are deemed to work 40 hours per workweek unless their normal workweek is less than 40 hours, in which case CA/SFST accrues and is paid based on that normal workweek.

Carryover

Eligible Associates may carry over up to 72 hours of accrued, unused CA/SFST to the following year.

Reasons for Use

Illness, Doctor's Visits

Associates may use sick leave when you are physically or mentally unable to perform your duties due to illness, injury, or a medical condition; for the purpose of receiving medical care, treatment, or diagnosis; or other medical reasons such as pregnancy or obtaining a physical examination. Paid sick leave may also be used to aid or care for a covered family member.

Victims of Domestic Violence, Sexual Assault or Stalking

Associates who are victims of domestic violence, sexual assault or stalking may use CA/SFST to seek judicial assistance, medical attention for injuries, services from a domestic violence shelter, program or rape crisis center, psychological counseling, or to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Covered Family Member

For purposes of this policy, covered family members are children, parents, spouses, registered domestic partners, "designated persons," grandparents, grandchildren, and siblings. "Child" includes a biological, adopted, or foster child, step child, legal ward, or a child to whom the Associate stands in loco parentis. "Parent" includes a biological, adoptive, or foster parent, stepparent, or legal guardian of the Associate or the Associate's spouse or registered domestic partner, or a person who stood in loco parentis when the Associate was a minor child.

Designated Person

If an Eligible Associate does not have a spouse or registered domestic partner, the Associate may designate one person for whom the Associate may use CA/SFST to provide aid or care. Newly hired Eligible Associates have 10 workdays to make this designation. All other Eligible Associates may make or change their designation once annually during the Company's annual open enrollment period.

Notice / Use

If the need to use CA/SFST is foreseeable, Associates must provide reasonable advance notice. If the need to use CA/SFST is unforeseeable, then Associates must provide notice as soon as practicable.

Associates may use CA/SFST in increments as small as one hour for any covered reason.

Documentation

The Company may require a health care provider's note for absences of more than three consecutive days, subject to applicable law.

No Cash-Out of Accrued, Unused CA/SFST

Accrued, unused CA/SFST is not cashed out at any time during employment or upon separation of employment.

California Paid Sick Time (For California Associates Not Subject to the Ordinances of San Francisco, Emeryville, Los Angeles, Oakland, San Diego, or Santa Monica)

Applicability

All Associates who work in California, and who **are not subject** to the ordinances of San Francisco, Emeryville, Los Angeles, Oakland, San Diego or Santa Monica, for 30 or more days within a year ("Eligible Associates") are entitled to California Paid Sick Time (CPST) under this policy. This includes regular full-time Associates, part-time Associates, and temporary Associates.

California Associates who perform work within the city limits of San Francisco, Emeryville, Los Angeles, Oakland, San Diego or Santa Monica may not be covered under this policy. Instead, Associates who are subject to the ordinances of San Francisco, Emeryville, Los Angeles, Oakland, San Diego or Santa Monica may be eligible for sick leave benefits as provided for by each city's local Sick Pay Leave ordinance.

CPST Provided

Generally, California Eligible Associates will receive a lump sum grant of 24 hours (or three days) of CPST January 1 of every year, however, there are some exceptions depending upon local leave ordinances. Associates subject to the ordinances of Emeryville, Oakland, and Santa Monica will accrue one hour of sick leave for every thirty hours worked, subject to a cap of 48 hours in Emeryville. Associates subject to the ordinances of Los Angeles will receive a lump sum grant of 48 hours (or six days) of CPST January 1 of every year. Associates subject to the ordinances of San Diego will receive a lump sum grant of 40 hours (or five days) of CPST January 1 of every year.

CPST Use – Annual Limit

Generally, eligible Associates may only use up to 24 hours (or three days) of CPST each year, however, there are some exceptions depending upon local leave ordinances. Associates subject to the ordinances of Emeryville and Los Angeles may use their total of accrued sick leave each year, which includes a maximum of 48 sick leave hours. Associates subject to the ordinances of Oakland and San Diego may use up to 40 hours (or five days) of CPST each year. Associates subject to the ordinances of Santa Monica may use up to 32 hours (or four days) of CPST each year.

Waiting Period for Use

Eligible Associates may begin using their accrued CPST on their 90th day of employment with the Company.

Exempt Associates

For purposes of CPST accrual and pay, exempt Eligible Associates are deemed to work 40 hours per workweek unless their normal workweek is less than 40 hours, in which case CPST accrues and is paid based on that normal workweek.

Carryover

Generally, accrued, unused CPST carries over from one year to the next, up to a maximum of 48 hours (or six days), however, there are exceptions depending on local leave ordinances. Unless a local ordinance requires an exception, if an Eligible Associate's accrued CPST reaches the 48-hour (or six-day) maximum, then accrual stops until the Associate uses some CPST and their accrual drops below the maximum.

Reasons for Use

Illness, Doctor's Visits

CPST may be used for diagnosis, care or treatment of an existing health condition, or preventative care for an Associate or their covered family member.

Victims of Domestic Violence, Sexual Assault or Stalking

Associates who are victims of domestic violence, sexual assault or stalking may use CPST to seek judicial assistance, medical attention for injuries, services from a domestic violence shelter, program or rape crisis center, psychological counseling, or to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Covered Family Member

For purposes of CPST, covered family members are children, parents, spouses, registered domestic partners, grandparents, grandchildren, and siblings. "Child" includes a biological, adopted, or foster child, step child, legal ward, or a child to whom the Associate stands in loco parentis. "Parent" includes a biological, adoptive, or foster parent, stepparent, or legal guardian of the Associate or the Associate's spouse or registered domestic partner, or a person who stood in loco parentis when the Associate was a minor child.

Notice / Use

If the need to use CPST is foreseeable, Associates must provide reasonable advance notice. If the need to use CPST is unforeseeable, then Associates must provide notice as soon as practicable.

Associates may use CPST in increments as small as two hours for any covered reason.

No Cash-Out of Accrued, Unused CPST

Accrued, unused CPST is not cashed out at any time during employment or upon separation of employment.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, or if you have any questions regarding these policies, please contact Human Resources.

COLORADO

Volunteer Emergency Response Leave

An Associate who is a member of a volunteer fire department who fails to report to work because the Associate was responding to an emergency call prior to the time the Associate is due to report to work, and that emergency results in a loss of time from employment, will not be terminated provided that the Associate supplies the Company with a statement from the chief of fire department stating that the Associate's absence was due to an emergency response.

An Associate who is a volunteer firefighter and leaves work to respond to an emergency summons will not be terminated provided that the employer has previously received written documentation from the fire chief regarding the Associate's status as a volunteer firefighter, the Company does not deem the Associate to be essential to the operation of the employer's daily enterprise, the emergency is within the response area of the Associate's fire department and is of such magnitude that the emergency summons issued by the fire chief requires all firefighters to respond, and, the fire chief of the Associate's fire department provides the employer with a written statement verifying the time, date and duration of the Associate's response.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid.

Civil Air Patrol Leave

DS Waters' Military Leave policy will apply to Associates who are members of the Civil Air Patrol. The leave shall be allowed only if the Civil Air Patrol member gives evidence to the Company of the satisfactory completion of the Civil Air Patrol Service.

Family Care Leave

In addition to the leave to which an Associate is entitled under the FMLA, an eligible Associate in Colorado is entitled to FMLA leave to care for a person who has a serious health condition, as that term is defined in the FMLA, if the person:

- Is the Associate's partner in a civil union; or
- Is the Associate's domestic partner and has registered the domestic partnership with the municipality in which the person resides or with the state, if applicable; or is recognized by the employer as the Associate's domestic partner.

For purposes of confirming an Associate's relationship to a person described in this policy for whom the Associate is requesting FMLA leave, the Company may require the Associate to provide reasonable documentation or a written statement of family relationship, in accordance with the FMLA. The Company may require an Associate seeking FMLA leave for a person described above to submit the same certification as the Company may require under the FMLA.

FMLA leave taken by an Associate pursuant to this policy runs concurrently with leave taken under the FMLA. This policy does not increase the total amount of leave to which an Associate is entitled during a twelve-month period under the FMLA, this policy, or both; and does not preclude the Company from granting an Associate an amount of leave that exceeds the total

amount of leave to which the Associate is entitled during a twelve-month period under the FMLA.

School Visitation Leave

Full time Associates may take up to 18 hours of unpaid leave per academic year (no more than three hours of which can be taken on a given day or six hours of which can be taken in a given month) to attend school conferences or other classroom activities related to their child if the conference or classroom activities cannot be scheduled during non-work hours. Part time Associates are eligible for a pro rata amount of unpaid leave for the same purpose. For example, an Associate who works a 50% schedule is eligible for nine hours of unpaid leave per academic year. Associates must first exhaust all accrued PTO before requesting leave pursuant to this policy.

An Associate must provide the Company with at least seven days advance notice or as much notice as possible in an emergency before requesting leave. Within two working days of taking leave under this policy, an Associate must submit to the Company documentation from the school or school district of the academic activity.

The Company will make a good faith effort to permit an Associate to make up the time taken pursuant to this policy.

Overtime

Overtime will be paid to non-exempt Associates working in Colorado, for all time worked in excess of twelve hours per day.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

CONNECTICUT

Connecticut Family and Medical Leave

Associates located in the state of Connecticut may be entitled to unpaid leave under the Connecticut state Family and Medical Leave law ("CT FMLA"), even where they may not be eligible for leave under the Federal Family and Medical Leave Act ("FMLA"). Leave that qualifies for both the federal FMLA and the CT FMLA will be counted concurrently under both laws. The Company will provide leave under whichever law provides the greatest rights to the associate. The leave laws in Connecticut generally provide job-protected leave for the same non-military reasons as the FMLA. However, in some instances, the reasons for job-protected leave are broader under state law than under the federal FMLA. In addition, an associate's eligibility under the state laws is different than the federal FMLA, and the duration of job-protected leave may also be different. The main differences between the state and federal laws are as follows:

- Pursuant to the CT FMLA, Connecticut associates may be eligible to take up to sixteen (16) weeks of Family Medical Leave in a rolling twenty-four (24) month period measured backwards from the date that an associate first uses Family Medical Leave.
- Connecticut associates are eligible for CT FMLA leave if they have worked for the Company for twelve (12) months and 1,000 hours in the twelve (12) months immediately preceding the leave request.
- In addition to the reasons specified in the Company's Family Medical Leave policy, Connecticut associates may take leave under the CT FMLA to care for parent-in-law's serious health condition or to serve as an organ or bone marrow donor.
- Same-sex partners who enter into a civil union in the state are considered spouses for family and medical leave purposes.
- If the leave is foreseeable for the birth or placement of a child due to adoption or foster care, the associate must provide at least 30 days advance notice before the leave is to begin. If the leave is for a serious health condition, the associate must provide 30 days advance notice, unless the date of the treatment requires leave to begin in less than 30 days, in which case the associate must provide as much notice as is practicable. For a serious health condition of a covered family member, the associate must provide certification stating (1) the date on which the serious health condition began; (2) the probable duration; (3) medical facts within the health care provider's knowledge regarding the condition; and (4) an estimate of the amount of time that the associate needs to care for the covered family member. For the associate's own serious health condition, the associate must provide certification stating (1) the date on which the serious health condition began; (2) the probable duration; (3) medical facts within the health care provider's knowledge regarding the condition; and (4) that the associate is unable to perform the functions of his/her position.
- The Company will pay for any medical re-certification that is required and that is not covered by an associate's health insurance.

Pregnancy

Female associates will be granted an unpaid "reasonable leave of absence" for disability resulting from pregnancy. An associate who is disabled as a result of pregnancy will receive

any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Company. An associate must give written notice of her pregnancy in order to be eligible for transfer to a temporary position. An associate may also elect to use his or her accrued paid time off for this leave.

The Company will reinstate the associate to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. Moreover, the Company will make a reasonable effort to transfer a pregnant associate to any suitable temporary position which may be available in any case in which an associate gives written notice of her pregnancy to the Company, and the Company or pregnant associate reasonably believes that continued employment in the position held by the pregnant associate may cause injury to the associate or fetus.

For those associates who qualify for leave under the federal FMLA leave pursuant to this policy will run concurrently with leave to which the associate may be entitled under either law. Female associates not eligible for federal FMLA leave are eligible for leave under this policy.

Crime Victim Leave

Associates are permitted unpaid leave to attend court proceedings in the following circumstances:

- the associate obeys a legal subpoena to appear before any Connecticut court of this state as a witness in any criminal proceeding;
- the associate attends a court proceeding or participates in a police investigation related to a criminal case in which the associate is a crime victim;
- a restraining order has been issued on the associate's behalf pursuant to Connecticut law; or
- a court-issued protective order has been issued on the associate's behalf.

A "crime victim" means an associate who suffers direct or threatened physical, emotional or financial harm as a result of a crime or an associate who is an immediate family member, guardian, or party to a civil union under Connecticut law of (1) a person who suffers such harm and is a minor, physically disabled, as defined by Connecticut law, or incompetent; or (2) a homicide victim.

An associate who is a parent, spouse, party to a civil union, child or sibling of a victim of homicide, or a person previously designated by the victim in accordance with Connecticut law to be a person for decision-making and certain rights and obligations, is permitted leave to attend Connecticut court proceedings with respect to the criminal case of the person or persons charged with committing the crime that resulted in the death of the victim. You may elect to use your accrued paid time off for this absence.

Emergency Service Leave

An associate who is a member of a volunteer fire department or emergency medical service who responds to an emergency call prior to the time the associate is due to report to work, and that emergency results in a loss of time from employment, will not be discriminated against or

discharged. To take advantage of this protection, you must provide a written statement signed by the chief of the volunteer fire department or ambulance service notifying the Company of the your status as a volunteer firefighter or member of a volunteer ambulance service. This notice must be provided to the Company no later than 30 days after your certification as a volunteer firefighter or ambulance service. You must notify the Company of any change in your status as a volunteer firefighter or membership in a volunteer ambulance service, including but not limited to, the termination of such status.

Prior to missing work, you must contact your manager to notify them that you have been dispatched to an emergency. If you are unable to provide prior notification, you must submit to the Company a written statement signed by the chief of the volunteer fire department or ambulance service verifying that you responded to a fire or ambulance call and specifying the date, time and duration of such response. Even where advance notice is given, you must supply the Company with a statement from the fire department or emergency medical service stating that you responded to an emergency call, and the time thereof.

For non-exempt associates, any time lost due to emergency response leave will be unpaid. For exempt associates, only full days of time lost due to emergency response leave will be unpaid. However, associates may elect to utilize accrued paid time off for this leave.

Notice of Electronic Monitoring

As required under Connecticut's Act Requiring Notice to Associates of Electronic Monitoring by Employers, this serves as notice to associates that the Company may engage in monitoring practices, both electronic and non-electronic. Such practices may include but are not limited to those for the purpose of: recording the hours of work, monitoring of the nature and quality of service, and monitoring security and the conduct of people on Company premises.

The Company reserves the right to engage in monitoring activities, both electronic and non-electronic, at its sole discretion and without further notice unless otherwise restricted by law. Associates should recognize that Company facilities, equipment, and time are to be used only in furtherance of legitimate Company purposes.

Emergency Telephone Calls

The Company will make all reasonable efforts to notify an associate of an incoming emergency telephone call if the caller states that the emergency (i.e., death, serious physical injury, or in need of medical attention) involves a member of the associate's family or a person designated in advance by the associate.

Jury Duty

An associate who serves eight hours of jury duty in any one day will not be required to work on that day.

Emergency Service Leave

An associate who is a member of a volunteer fire department or emergency medical service who responds to an emergency call prior to the time the associate is due to report to work, and that emergency results in a loss of time from employment, will not be discriminated against or discharged. To take advantage of this protection, the associate must provide a written statement signed by the chief of the volunteer fire department or ambulance service notifying the Company of the associate's status as a volunteer firefighter or member of a volunteer ambulance service. This notice must be provided to the Company no later than 30 days after the associate's certification as a volunteer firefighter or ambulance service. The associate must notify the Company of any change in the associate's status as a volunteer firefighter or membership in a volunteer ambulance service, including but not limited to, the termination of such status.

Prior to missing work, the associate must contact his or her manager to notify the manager that the associate has been dispatched to an emergency. If the associate is unable to provide prior notification, the associate must submit to the Company a written statement signed by the chief of the volunteer fire department or ambulance service verifying that the associate responded to a fire or ambulance call and specifying the date, time and duration of such response. Even where advance notice is given, the associate must supply the Company with a statement from the fire department or emergency medical service stating that the associate responded to an emergency call, and the time thereof.

For non-exempt associates, any time lost due to emergency response leave will be unpaid. For exempt associates, only full days of time lost due to emergency response leave will be unpaid. However, associates may elect to utilize accrued paid time off for this leave.

FLORIDA

Equal Employment Opportunity Policy

In addition to the protected categories specifically identified in the Company's Equal Employment Opportunity Policy, Company policy prohibits unlawful discrimination on the basis of the following characteristics: marital status, age, HIV status, and sickle-cell trait.

Jury Duty Leave

Under no circumstances will the Company discriminate against, discipline or terminate any associate on the basis of the fact that the person has been summoned to serve on, or has accepted service on, any jury in the state of Florida.

Court Attendance Leave

Under no circumstances will the Company terminate any associate who testifies in a judicial proceeding in response to a subpoena due to the nature of the associate's testimony or because of absences from employment resulting from compliance with the subpoena.

Florida Domestic Violence Leave

Associates who have been employed with the Company for three or more months may take up to three work days of unpaid domestic violence leave if the associate or a member of the associate's family or household is a victim of domestic violence. Domestic violence leave may only be used to:

- (1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- (2) Obtain medical care or mental health counseling, or both, for the associate or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- (3) Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- (4) Make the associate's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- (5) Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

An associate seeking domestic violence leave must provide the Company with (1) advance notice of the need for domestic violence leave on the first business day following the day on which the associate becomes aware of the need for the leave, except in cases of imminent danger to the health or safety of the associate, or to the health or safety of a family or household member; and (2) sufficient documentation of the act of domestic violence, such as a police report, warrant, or court documentation.

Before using domestic violence leave, an associate must exhaust all PTO, personal leave and sick leave, if applicable, which is available to the associate.

Miami-Dade Domestic Violence Ordinance

Purpose

For associates who work in Miami-Dade County, the Company offers domestic violence leave pursuant to the Miami-Dade County Domestic Violence Ordinance (MDDVO). “Domestic violence” is defined in the MDDVO as “a pattern of coercive behavior used by one person to control another such as but not limited to: physical, sexual, emotional and psychological violence and abuse; threats; intimidation; verbal abuse; economic control; and stalking; and as defined in Sections 741.28, 784.046 and 784.048 of Florida Statutes.”

Eligibility

To qualify for domestic violence leave under the MDDVO, an associate must (1) have worked for the Company for at least 90 days; and (2) have worked at least 308 hours during the previous 90 days.

Entitlement to Domestic Violence Leave

Eligible associates are entitled under the MDDVO to a total of 30 work days of unpaid leave during any 12-month period for one or more of the following:

- A. To obtain and receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the associate’s dependent children;
- B. To obtain and receive legal assistance relating to domestic or repeat violence, including, but not limited to, criminal prosecution, a protective order, divorce, custody of children, and child support;
- C. To attend court appearances related to domestic or repeat violence including, but not limited to, criminal prosecution, protective order, divorce, custody of children and child support;
- D. To attend counseling or support services, including counseling or support services for dependent children;
- E. To attend to any other arrangements necessary to provide for the safety and well-being of an associate subject to domestic or repeat violence.

Associate Status and Benefits During Domestic Violence Leave

While an associate is on leave, the Company will continue the associate’s health benefits during the leave period at the same level and under the same conditions as if the associate had continued to work.

The Company will require the associate to reimburse the Company the amount it paid for the associate’s health insurance premium during domestic leave if (1) the associate fails to return

from leave after the period of leave to which the associate is entitled has expired; and (2) the associate fails to return to work for a reason other than continuance or recurrence of domestic or repeat violence or other circumstances beyond the control of the associate.

Under the Company's current group health plan, the associate pays a portion of the health care premium. While on domestic violence leave which is paid (due to the availability of PTO), the Company will continue to take payroll deductions to collect the associate's share of the premium. While on unpaid domestic violence leave, the associate must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department by the 15th day of each month. If the payment is more than 30 days late, the associate's health care coverage may be dropped for the duration of the leave.

Use of Paid and Unpaid Leave

An associate who is taking domestic violence leave must exhaust all PTO and/or personal leave prior to requesting domestic violence leave. Any PTO and/or personal leave that is used for domestic violence leave will count against an associate's total domestic violence leave entitlement for the relevant 12-month period.

Intermittent Leave or Reduced Work Schedule

An associate may take domestic violence leave intermittently or on a reduced leave schedule. However, if an associate requests intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Company may require such associate to transfer temporarily to an available alternative position for which the associate is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave.

Certification of the Need for Domestic Violence Leave

In accordance with the MDDVO, the Company will require that a request for leave under this policy be supported by a certification issued by an authorized person from either a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center, or domestic violence shelter. The associate must supply the certification within 10 days of the commencement of a requested leave period. Failure to provide certification may result in a denial of continuation of domestic violence leave. A certification form may be obtained from the Human Resources Department.

Procedure for Requesting Leave

Where the need for domestic violence leave is foreseeable, associates requesting domestic violence leave under this policy must submit a request in writing to their immediate supervisor, with a copy to the Human Resources Department, as soon as the need for domestic violence leave becomes known. If the need for domestic violence leave is not foreseeable, associates must give as much notice as is practical under the circumstances. An associate taking domestic violence leave must make a reasonable effort to schedule appointments and other activities associated with the domestic violence leave so as to minimize disruptions to the Company's operations. While on leave, associates may be required to report to the Company periodically regarding the status of their situation and their intent to return to work.

Return to Work

Under the MDDVO, an associate who takes domestic violence leave is entitled upon return from leave to:

- (1) Restoration to the position of employment held by the associate when leave commenced; or
- (2) Restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Also, the taking of domestic violence leave will not result in the loss of any employment benefits that accrued prior to the date on which the leave commenced. Associates who do not return to work upon the expiration of domestic violence leave will be treated as having voluntarily terminated their employment.

Family and Medical Leave for Miami-Dade Associates

In addition to the bases for leave provided in the Company's Family and Medical Leave Act policy, Miami-Dade County employees are also permitted to take unpaid family and medical leave for the care of a grandparent with a serious health condition.

Florida Preservation & Protection of the Right to Keep & Bear Arms in Motor Vehicles Act

Pursuant to and in compliance with the Florida Preservation & Protection of the Right to Keep & Bear Arms in Motor Vehicles Act, the Company does not prohibit its Florida associates from possessing legally owned firearms locked inside of, or locked to, the associate's privately owned vehicle while in the parking lot.

The Company, however, strictly prohibits the possession or carrying of weapons on Company property or premises, other than as specified above, in accordance with the Company's Weapons Policy, unless required by law.

Vacation Pay

Consistent with the Company's Vacation Policy, vacation wages do not carry over from year to year. Associates in Florida will be paid out unused, accrued vacation for the current year if their employment ends during the year.

Florida Military Leave Law

The Company will not discharge, reprimand, or in any other way penalize an associate who is a member of the National Guard for his or her absence if called into state active duty.

ILLINOIS

Harassment

Any Associate who feels he/she has been subjected to unlawful harassment may also file a charge of discrimination with the Illinois Department of Human Rights within 180 days of the harassment. That charge will be investigated and, if there is substantial evidence that sexual harassment has occurred, a complaint will issue with the Illinois Human Rights Commission.

The Department of Human Rights can be contacted at:

State of Illinois
Department of Human Rights
State of Illinois Center
100 West Randolph, Suite 10-100
Chicago, Illinois 60601
(312) 814-6200

The Human Rights Commission can be contacted at:

State of Illinois
Human Rights Commission
State of Illinois Center
100 West Randolph, Suite 5-100
Chicago, Illinois 60601
(312) 814-6269

Leave for Victims of Domestic or Sexual Violence

Any Associate who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of sexual violence, is permitted unpaid leave of up to 12 workweeks during any 12-month period (which will run concurrently with federal FMLA leave, where applicable) to (a) seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the Associate or the Associate's family or household member; (b) obtain services from a victim services organization for the Associate or the Associate's family or household member; (c) to obtain psychological or other counseling for the Associate or the Associate's family or household member; (d) participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Associate or the Associate's family or household member from future domestic or sexual violence or ensure economic security; or (e) seek legal assistance or remedies to ensure the health and safety of the Associate or the Associate's family or household member, including preparation for and participation in any civil or criminal proceeding related to or derived from domestic or sexual violence.

The Associate must provide at least 48 hours advance written notice of the need for such leave, unless providing such notice is not practicable. If notice is not practicable, the Associate must, within a reasonable period after the absence, provide as certification: (a) a sworn statement of the Associate; and (b) either (1) documentation from a victim services organization, an attorney, member of the clergy, or medical or other professional from whom the Associate or Associate's

family or household member sought assistance for domestic or sexual violence and the effects of the violence, or (2) a police or court record, or (3) other corroborating evidence. An Associate may elect to substitute any other period of paid or unpaid leave for an equivalent period of leave for domestic or sexual violence.

Blood Donation Leave

Upon request, full-time Associates who have been employed by the Company for a minimum of 6 months will be provided leave with pay to donate blood. An Associate may use up to one hour to donate blood every 56 days (in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards). Associates may take leave pursuant to this policy only after obtaining approval from the Company and must provide documentation of the proposed blood donation.

School Visitation Leave

An eligible Associate who is the parent or guardian of a school-aged child is permitted up to eight (8) unpaid hours per year to visit that child's school. No more than four (4) hours of leave may be used in one day. An eligible Associate is one who has been employed for six months, works at least one-half of full-time hours, and has exhausted all other leave, except sick and disability leave. The Company requires the Associate to make a written request for the leave at least seven (7) days before the time desired for the leave, except in an emergency, where 24 hours notice is required. The Company may also require that the Associate furnish written verification from the child's school that the Associate attended or was otherwise involved at that school during the time of the leave.

Volunteer Emergency Workers

An Associate who is a volunteer emergency worker who is responding to an emergency will not be discharged for being absent or coming to work late. Emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers, first responders, volunteers under the Illinois Emergency Management Agency Act, and auxiliary public safety officials. The Associate must make a reasonable effort to notify the Company about the need to be absent or late. A written statement from the supervisor of the volunteer fire department or other emergency service certifying that the Associate responded to an emergency may also be required.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Family Military Leave

An Associate who is the parent or spouse of a person called to military service lasting longer than 30 days with the State of Illinois or with the United States pursuant to the orders of the Governor of Illinois or the President of the United States, is permitted up to 15 days of unpaid family military leave during the time federal or State deployment orders are in effect. Associates must first exhaust all accrued vacation leave, personal leave, and any other leave that may be granted to the Associate, except sick leave and disability leave.

The Associate shall give at least 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. Where able, the Associate shall consult with the Company to schedule the leave so as to not unduly disrupt the operations of the Company. Associates taking military family leave for less than 5 consecutive days shall give the Company as much written advance notice as is practicable. The Company may require certification from the proper military authority to verify the Associate's eligibility for the family military leave requested.

To be eligible for such leave, the Associate must have worked for the Company for at least 12 months, and for at least 1250 hours in the last year.

Civil Air Patrol Leave

Eligible Associates who are members of the Civil Air Patrol are entitled to unpaid leave to perform civil air patrol missions. Eligible Associates must have worked for a covered employer for at least 12 months and have performed at least 1, 250 hours of service in that 12-month period. The Company will provide up to 30 days of unpaid leave under this policy. The Associate does not need to exhaust other forms of accrued leaves (e.g., vacation, sick days, etc.) prior to taking civil air patrol leave.

Associates must give the Company at least 14 days notice of the intended date on which the civil air patrol leave will commence if leave will be five or more consecutive work days. The Associate should consult with the Company to schedule leave so as to not unduly disrupt operations. Associates taking less than five consecutive days must give the Company reasonable advance notice. The Company may require certification from the civil air patrol authorities to verify the Associate's eligibility for the leave.

Civil air patrol Associates will have re-employment and benefit rights consistent with Company's military leave policy.

PREGNANCY ACCOMMODATION POLICY

Illinois Associates who are pregnant, have given birth or have any medical or common conditions related to pregnancy or childbirth, may be eligible for a reasonable accommodation to perform the essential functions of their job, unless providing the accommodation causes undue hardship on the Company. Reasonable accommodations may include, but are not limited to, an unpaid leave of absence, either continuously or on an intermittent or reduced schedule basis. Any request for reasonable accommodation must be supported by the written certification of the Associate's health care provider. If an Associate is in need of such an accommodation, please contact Human Resources. For further information, see the Notice attached to the handbook or contact Human Resources.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

INDIANA

Civil Air Patrol Emergency Service Operations Leave

Associates who are members of Indiana's Civil Air Patrol and are participating in an emergency service operation will not be disciplined for absence from work if the member has previously notified his or her immediate supervisor in writing that the person is a member of the Civil Air Patrol. The Company may reject such notification if the Associate is an "essential employee." If an Associate must leave work due to an emergency service operation, the Associate must first secure authorization from his or her supervisor. An Associate who has been absent from employment due to a Civil Air Patrol emergency service operation must present a written statement from the commander or other officer in charge of the civil air patrol indicating that the Associate was engaged in an emergency service operation at the time of the absence from work.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Family Military Leave

Associates who have worked for the Company for at least twelve (12) consecutive months and for at least 1500 hours during the twelve (12) month period immediately preceding the day the leave begins, after exhausting all accrued vacation and personal days, may take up to ten (10) days of unpaid leave during a twelve (12) month period if they have a spouse, parent (biological, adoptive, or legal guardian), grandparent (biological) or sibling (half-brother, half-sister, biological sibling or brother or sister through adoption) ordered to full-time active duty in the Armed Forces or National Guard for a period longer than 89 consecutive calendar days.

An Associate may take the leave of absence during one (1) or more of the following periods: (a) during the thirty (30) days before active duty orders are in effect; (b) during a period in which the person ordered to active duty is on leave while active duty orders are in effect; or (c) during the thirty (30) days after the active duty orders are terminated.

An Associate who wishes to take a leave of absence under this chapter shall provide written notice of the date the leave will begin, including a copy of the active duty orders if available, to the Associate's manager or Human Resources. Such notice should be provided at least thirty (30) days before the date on which the Associate intends to begin the leave, unless the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin. The Associate must provide verification of the Associate's eligibility for the leave. If an Associate fails to provide verification required under this subsection, the Company may consider the Associate's absence from employment unexcused.

Emergency Response Leave

An Associate who is a member of a volunteer fire department or emergency medical service who is absent from work to respond to a fire or emergency call will not be disciplined provided that, prior to missing work, the Associate attempts to contact his or her manager to notify the manager that the Associate has been dispatched to an emergency. If the Associate needs to leave work to respond to an emergency, the Associate may not leave unless he or she first secures the permission of the manager. In either event, the Associate must supply the

Company with a statement from the chief or officer in charge at the time of the emergency activity stating that the Associate was engaged in emergency response.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

National Guard Leave

The Company will permit members of the National Guard to take leaves of absences from employment to participate in National Guard training and active state duty. The National Guard member will be entitled to leave of absence from his/her duties without loss of time on all days during which he or she is engaged in field training and, for a period during leave of absence not to exceed 15 days in one year, the Associate will be entitled to pay. Associates will not be charged for military leave on days that they are not scheduled for work.

The leave of absence for National Guard duty will not affect vacation rights. A member of the National Guard will not lose seniority or precedence while absent under competent military orders. Upon return to employment, the Associate shall be returned to his/her previous position, or to a higher position commensurate with his/her ability and experience as seniority would ordinarily entitle him/her.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

IOWA

Pregnancy and Related Conditions

Where leave is not available or sufficient under any health or temporary disability insurance or sick leave plan, the Company will grant an unpaid leave of absence to an Associate disabled by pregnancy, childbirth, or a related medical condition for the period of the Associate's disability or for 8 weeks, whichever is shorter. The Company will require medical certification of the Associate's inability to perform her job duties due to pregnancy, childbirth or a related condition.

Civil Air Patrol Leave

Company's Military Leave policy will apply to Associates who are members of the Civil Air Patrol.

Emergency Response Leave

An Associate who is a member of a volunteer emergency service provider who is absent from work to respond to a fire or emergency call will not be disciplined provided that, prior to missing work, the Associate attempts to contact his or her manager to notify the manager that the Associate has been dispatched to an emergency. If the Associate needs to leave work to respond to an emergency, the Associate may not leave unless he or she first secures the permission of the manager. In either event, the Associate must supply the Company with a statement from the chief or officer in charge at the time of the emergency activity stating that the Associate was engaged in emergency response.

For non-exempt Associate, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

KANSAS

Childbirth Leave

Female Associates are permitted an unpaid leave of absence for a reasonable amount of time for disabilities related to child birth or pregnancy (including but not limited to miscarriage or abortion). An Associate taking a leave of absence pursuant to this policy must notify the Company of her intent to return to work within a reasonable time after beginning this leave, and the Associate will generally be reinstated to her original job or to a position of like status and pay, without loss of service, credits, seniority, or other benefits. The leave provided by this policy runs concurrently with the federal FMLA, when the Associate is eligible for FMLA leave, and is also available to Associates who are not eligible for FMLA leave. An Associate may elect to use his/her accrued paid time off for this absence.

Domestic Violence and Sexual Assault Leave

Associates who are victims of domestic violence or sexual assault may take unpaid leave for a period of eight days or as otherwise defined by statute to:

- (1) obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child or children;
- (2) seek medical attention for injuries caused by domestic violence or sexual assault;
- (3) obtain services from a domestic violence shelter, domestic violence program or rape crisis center as a result of domestic violence or sexual assault; or
- (4) make court appearances in the aftermath of domestic violence or sexual assault.

Reasonable advanced notice of the need for leave is expected where feasible. Associates will be required to provide appropriate documentation, such as a copy of the police report or restraining order, within 48 hours of returning from leave. Associates may elect to use accrued paid time off for any unpaid leave but are not required to do so.

Military Leave

Any Associate who is called or ordered to active duty by the state, whether such Associate is a member of the Kansas national guard, Kansas air national guard, the Kansas state guard or other military force of the state and who gave notice thereof to the Company, upon satisfactory performance of and release and return from such military duty or recovery from disease or injury resulting therefrom, under honorable conditions, shall be reinstated in or restored to the position of employment, except a temporary position, which the Associate held at the time the Associate was called to duty. The Associate shall report to the Company within 72 hours after release from duty or recovery from disease or injury resulting therefrom, and the Company will reinstate or restore the Associate in the same position which the Associate left at the time of the Associate's call to duty at no less compensation than that which the Associate was receiving at the time of the Associate's call to duty or to a position of like seniority, status and pay. However, if the Associate is not qualified to perform the duties of the same position by reason of disability sustained during the Associate's call to duty but is qualified to perform another position, the Company will employ such Associate in another position, the duties of which the

Associate is qualified to perform, that will provide like seniority, status and pay or the nearest approximation thereof consistent with the circumstances of the case.

Any Associate restored to a position will be considered as having been on temporary leave of absence during the period for which the Associate is called to active duty, will be restored without loss of seniority, will be entitled to participate in any benefits offered by the Company pursuant to established rules and practices relating to Associates on leave of absence in effect with the Company at the time the Associate was called to duty and shall not be discharged without cause within one year after restoration to the position.

Any Associate who is restored to a position shall be restored in such manner as to give the Associate such status as the Associate would have enjoyed if the Associate had continued in such employment continuously from the time of the Associate's answering the call to state duty until the time of the Associate's restoration to such employment.

The Company will not be required to reemploy an Associate under this section if:

(A) The circumstances of the Company have so changed as to make reemployment of the Associate impossible or unreasonable;

(B) reemployment of the Associate would impose an undue hardship on the Company; or

(C) the employment from which the Associate leaves to serve in military duty is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Additionally, any Associate who is a member of the Kansas national guard will be granted an unpaid leave of absence to attend drill or annual muster, or perform active service, when so ordered by the commander in chief. Reasonable advanced notice of the need for leave is expected where feasible.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

LOUISIANA

Bone Marrow Donation Leave

An Associate will be allowed up to 40 hours of paid leave in order to donate bone marrow. The Associate must have been employed for an average of 20 hours per week to qualify under this policy. The Associate must provide the Company with verification from a physician regarding the purpose and length of each leave requested by the Associate under this policy.

Emergency Response Leave

A full-time Associate who is called to duty as a first responder to a state of emergency issued by the governor is entitled to an unpaid leave of absence and reinstatement to the same or comparable position upon returning from leave. First responders must provide notice to employers as soon as practical, setting forth the probable length or duration of service.

School Visitation Leave

Associates are eligible for parental school visitation leave under Louisiana law. Associates may take up to a total of 16 hours leave during any 12-month period to attend or participate in conferences or classroom activities related to any dependent children for whom they are the legal guardian. Such leave is available only for activities that occur at the child's school or day care center, and that cannot reasonably be scheduled during non-work hours. An Associate who wishes to request this type of leave should provide reasonable notice to his or her supervisor and make a reasonable effort to schedule the leave so as not to unduly disrupt operations. Such leave will be unpaid, although Associates may substitute any accrued vacation time.

Pregnancy and Childbirth Leave

Associates who work in a location with more than 25 Associates are eligible for pregnancy and childbirth leave under Louisiana law. Eligible Associates may take unpaid leave for a reasonable period of time not to exceed 4 months when disabled by pregnancy, childbirth, or related medical conditions. The Associate may use accrued vacation leave and must give reasonable notice of the date and estimated duration of leave.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

MAINE

Any Associate who feels he/she has been subjected to unlawful harassment may also file a complaint with the Maine Human Rights Commission or a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC). Using the Company's complaint process does not prohibit an Associate from filing a charge with these agencies. Both agencies have time limits for filing a charge. They can be contacted at the address and phone numbers below.

Maine Human Rights Commission
51 State House Station
Augusta, ME 04333-0051
Telephone: 207-624-6050
www.state.me.us/mhrc/

EEOC
Boston Area Office
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Telephone: 1-800-669-4000
Fax: 617-565-3196

Family and Medical Leave

Under Maine law, Associates who have been employed for at least twelve consecutive months prior to requesting a family leave are eligible for an unpaid family leave for (1) a serious health condition of the Associate; (2) the birth of the Associate's child or the Associate's domestic partner's child; (3) the placement of a child 16 years of age or less with the Associate or with the Associate's domestic partner in connection with the adoption of the child by the Associate or the Associate's domestic partner; (4) a child, domestic partner's child, parent, domestic partner or spouse with a serious health condition; (5) the donation of an organ of that Associate for a human organ transplant; (6) the death or serious health condition of the Associate's spouse, domestic partner, parent or child if the spouse, domestic partner, parent or child was a member of the state military forces, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

Eligible Associates are entitled to ten weeks of unpaid leave in a twenty-four-month period. Leave taken because of the birth of the Associate's child or the Associate's domestic partner's child or the placement of a child 16 years of age or less with the Associate or with the Associate's domestic partner in connection with the adoption of the child by the Associate or the Associate's domestic partner, may not be taken on an intermittent or reduced schedule basis, unless otherwise agreed by the Company. Intermittent leave or reduced schedule leave may be allowed for a serious health condition of the Associate or covered family member, or for the donation of an organ of the Associate for a human organ transplant. For those Associates who qualify for leave under the federal Family Medical Leave Act, leave pursuant to this policy will run concurrently with leave to which the Associate may be entitled under such law.

Except in medical emergencies, the Associate must give at least 30 days' notice of intent to use leave, and 30 days notice of the intent to terminate such leave. The Associate will be required to provide certification of the need for leave by a physician, or, in cases of spiritual or religious treatment, by an accredited practitioner.

Paid Leave

Associates who are otherwise entitled to paid leave (including vacation, PTO, personal or sick days/leave) will be allowed to use the paid leave for the care of the Associate's child, spouse or parent who is ill. Under this policy, "paid leave" does not include paid short-term or long-term disability, catastrophic leave or similar types of benefits. All Company policies (e.g., notification) pertaining to use of paid leave remain in force under this policy.

Victims of Crime and Domestic Violence

The Company will grant reasonable unpaid leave from work for an Associate to: (i) prepare for and attend court proceedings; or (ii) receive medical treatment or obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking. The leave must be needed because the Associate is a victim of violence, assault, sexual assault, stalking, or any act that would support an order for protection.

The Company may deny the request for leave if granting it would cause an undue hardship to the Company, if the request for leave is not communicated to the Company within a reasonable time under the circumstances, or if the requested leave is impractical, unreasonable, or unnecessary based on the facts then known to the Company.

Family Military Leave

The Company will provide 15 days of unpaid leave per year to the spouse, domestic partner, or parent of a member of the military called to active duty lasting more than 180 days. This family military leave may be taken only during the 15 days immediately prior to deployment or the 15 days immediately following the period of deployment, or both so long as no more than 15 total days of unpaid family military leave is taken. An Associate may also take family military leave during a leave period granted to an already deployed military member.

Family military leave is only available if the Associate has exhausted all accrued vacation leave, personal leave, or other leave, except sick leave or disability leave.

Associates are eligible for this leave if they have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the Associate's family military leave. Associates must give at least 14 days' notice of family military leave that will last five or more consecutive work days. Associates taking leave for less than five consecutive work days must give the Company as much advance notice as is practicable. Associates requesting family military leave must provide the Company with certification from the proper military authority to verify an Associate's eligibility for the family military leave requested.

Volunteer Firefighters

An Associate who is a member of a volunteer fire department who responds to an emergency call prior to the time the Associate is due to report to work, and that emergency results in a loss of time from employment, will not be disciplined or discharged provided that the Associate

reports to work as soon as reasonably possible after being released from the emergency. If time permits, when an Associate is responding as a volunteer firefighter to an emergency, the Associate, the Associate's designee, or the fire department supervisor will notify the employer that the Associate will not report to work at the appointed time. When an Associate misses work due to an emergency response, the Associate must supply the Company with a statement from the chief of the fire department stating that the Associate responded to an emergency call, and the time of release from the call.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Public Health Emergency Leave

The Company will grant reasonable and necessary leave from work, absent undue hardship, with or without pay, for an Associate for the following reasons related to an extreme public health emergency as defined by law:

- A. The Associate is unable to work because the Associate is under individual public health investigation, supervision or treatment related to an extreme public health emergency;
- B. The Associate is unable to work because the Associate is acting in accordance with an extreme public health emergency order;
- C. The Associate is unable to work because the Associate is in quarantine or isolation or is subject to a control measure in accordance with extreme public health emergency information or directions issued to the public, a part of the public or one or more individuals;
- D. The Associate is unable to work because of a direction given by the Company in response to a concern that the Associate may expose other individuals in the workplace to the extreme public health emergency threat; or
- E. The Associate is unable to work because the Associate is needed to provide care or assistance to one or more of the following individuals: the Associate's spouse or domestic partner; the Associate's parent; or the Associate's child or child for whom the Associate is the legal guardian.

Leave will be granted for the duration of an extreme public health emergency and for a reasonable and necessary time period following the termination of the extreme public health emergency for diseases or conditions that are contracted or exposures that occurred during the extreme public health emergency. Upon the Associate's return to work, the Company has the right to request and receive written documentation from a physician or public health official supporting the Associate's leave.

As such leave will not result in the loss of any Associate benefits accrued before the date on which the leave commenced and does not affect the Associate's right to health insurance benefits on the same terms and conditions as applicable to similarly situated Associates. For any leave that extends beyond the defined leave period, the Company will allow an Associate to continue the Associate's benefits at the Associate's expense.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

MARYLAND

Flexible Leave

Associates who have earned paid leave (including vacation, personal, PTO or sick days/leave) will be allowed to use the paid leave for the care of the Associate's child, spouse or parent who is ill. All Company policies (e.g., notification) pertaining to use of paid leave remain in force under this policy.

Emergency Response Leave

An Associate responding to an emergency, as declared by the governor, in his or her capacity as a volunteer member of a fire department or rescue squad is permitted unpaid time off to respond to such emergency. The Associate is required to submit a statement signed by the chief or supervisor certifying that the Associate's participation was required.

Civil Air Patrol Leave

Eligible Associates who are members of the Maryland Wing of the Civil Air Patrol are entitled to unpaid leave to perform civil air patrol missions. Eligible Associates must have worked for a covered employer for at least ninety (90) days. The Company will provide up to 15 days of unpaid leave under this policy. The Associate does not need to exhaust other forms of accrued leave (e.g., vacation, sick days, etc.) prior to taking civil air patrol leave.

Associates must give the Company as much notice as possible of the intended date on which the civil air patrol leave will commence. Upon arrival at an emergency location, the Associate must notify the Company of an estimate of the amount of time needed to complete the mission. The Company may require certification from the civil air patrol authorities to verify the Associate's eligibility for leave.

Civil air patrol Associates will have re-employment and benefit rights consistent with Company's military leave policy.

Pregnancy Leave and Accommodations

Under Maryland law, pregnant Associates have a statutory right to a reasonable accommodation if the pregnancy causes or contributes to a disability and the accommodation does not impose an undue hardship on the employer.

The Company is firmly committed to full compliance with applicable federal, state and local laws and will make reasonable accommodations for Associates with a disability caused or contributed to by pregnancy, unless doing so would result in an undue hardship.

If an Associate requests a reasonable accommodation of a disability caused or contributed to by pregnancy, the Company will explore with the Associate all possible means of providing the reasonable accommodation, including:

- Changing the Associate's job duties,
- Changing the Associate's work hours,

- Relocating the Associate's work area,
- Providing mechanical or electrical aids,
- Transferring the Associate to a less strenuous or less hazardous position, or
- Providing leave.

An Associate requesting a reasonable accommodation of a disability caused or contributed to by pregnancy will be required to provide a certification from the Associate's health care provider that includes the date the reasonable accommodation became medically advisable, the probable duration of the accommodation, and an explanatory statement as to the medical advisability of the accommodation.

The Company prohibits retaliation against Associates for making a request for reasonable accommodations and the Company will not interfere with, restrain, or deny the exercise of any right to a reasonable accommodation provided by law.

Victims of Crime Leave

The Company will grant reasonable and necessary leave from work, without pay, to Associates who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected Associates must give the Company reasonable notice that leave under the policy is required.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

MASSACHUSETTS

Equal Employment Opportunity

The following is the contact information for the state and federal employment discrimination enforcement agencies:

United States Equal Employment Opportunity Commission (EEOC)

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Phone:617-565-3200
Fax:617-565-3196
TTY:617-565-3204

Massachusetts Commission Against Discrimination

Boston Office

One Ashburton Place, Sixth Floor, Room 601
Boston, MA 02108
Phone: 617-994-6000
TTY: 617-994-6196

Springfield Office

436 Dwight Street, Second Floor, Room 220
Springfield, MA 01103
Phone: (413) 739-2145

For Directions, go to: <http://www.mass.gov/mcad/hours.html>

Parental Leave

Any full-time Associate who has been employed by the Company on a full-time basis for at least three consecutive months is entitled to take up to eight (8) weeks unpaid Parental Leave for the following purposes:

- Giving birth;
- Adopting a child under 18 years of age (or under 23 years of age if the individual is mentally or physically disabled);
- Placement of a child with the Associate pursuant to a court order.

If both spouses are employed by the Company, they are only entitled to take eight weeks of parental leave in the aggregate for the birth, adoption or placement of the same child.

An Associate must give at least two weeks' written notice of his or her anticipated date of departure and intention to return to work, or must give notice as soon as practicable if the delay is for reasons beyond an Associate's control.

Parental leave will be without pay, unless an Associate elects to use accrued vacation or sick time for any portion of his/her Parental Leave. The Company will not require an Associate to use accrued paid vacation or sick leave concurrently with any part of an unpaid parental leave. Sick leave may only be used for pregnancy or childbirth-related conditions that qualify as sick leave under the Company's sick leave policy. Eligible Associates may apply for disability benefits related to childbirth and/or pregnancy-related disabilities under the same terms and conditions that apply to other medical disabilities. Use of accrued paid time will not extend an Associate's leave beyond eight weeks.

Parental Leave will not affect an Associate's right to paid vacation time or sick leave, bonuses, advancement, seniority or other benefits for which an Associate was eligible at the date of the leave, but Parental Leave will not be included when computing such benefits.

At the conclusion of Parental Leave, an Associate will be reinstated to his or her previous position or a similar position with the same salary, status, and length of service as of the date the Associate began his or her leave. The Company, however, reserves the right not to reinstate an Associate on Parental Leave if other Associates of equal seniority and status in the same or a similar position have been laid off due to economic conditions or have been otherwise affected by changes in employment conditions during the period of Parental Leave.

Family Obligation Leave

Associates are entitled to up to 24 hours of leave during any 12 month period, in addition to leave available under the federal FMLA, in order to: (i) participate in school activities directly related to the educational advancement of the Associate's child, such as parent-teacher conferences or interviewing for a new school; (ii) accompany the Associate's child to routine medical or dental appointments; and (iii) accompany the Associate's elderly relative to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing nursing homes.

Associates are required to use any accrued paid vacation, PTO, personal leave or sick leave prior to being entitled to leave under this policy. Leave under this policy may be taken intermittently or on a reduced leave schedule.

If the need for leave is foreseeable, the Associate shall provide no less than seven (7) days written notice before the date the leave is to begin. If the need for the leave is not foreseeable, the Associate shall provide as much notice as is practicable.

Voluntary Firefighter Leave

An Associate responding to an emergency in his or her capacity as a volunteer member of a fire department is permitted unpaid time off to respond to such emergency. The Associate is required to submit a statement signed by the chief of the fire department certifying the date and time the Associate responded to and returned from the emergency.

Leave for Domestic Violence or Sexual Assault

An Associate who is a victim of domestic violence or sexual assault and for certain family members may take up to 15 days of unpaid leave per rolling 12 month period to see legal or medical services, counseling, or victim's services. An Associate may take leave for his or her

own abuse, or due to the abuse of a covered family member, including his or her spouse, child, parent, grandparent, grandchild, or sibling.

Before taking leave, an Associate must exhaust all of his or her accrued paid time off, including but not limited to sick time and vacation. Associates must provide advance notice of their need for leave whenever possible, but this requirement does not apply if the Associate or a covered family member faces imminent danger to his or her health or safety. In the event that an Associate does not provide advance notice based on a risk of imminent danger, he or she must notify the employer within three business days that the time off was related to domestic violence. If the Associate cannot notify the employer, a family member may do so on his or her behalf.

The Company will make all reasonable and appropriate efforts to maintain the confidentiality of any Associate requesting time off under this policy. Associates will be returned to the same or substantially equivalent position once their leave has ended.

Time off on account of domestic violence or sexual assault is unpaid. However, you may elect to use any accrued vacation.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

NEVADA

School Activities Leave

The Company will not threaten to discharge or terminate any Associate who is a parent, guardian or custodian of a child and who takes leave, or gives notice of his or her intention to take leave, to attend a conference requested by an administrator of a school attended by the Associate's child, or to respond to an emergency involving the Associate's child while at school.

Volunteer Emergency Service

The Company will not discharge an Associate as a consequence of the Associate's performing service as a volunteer firefighter, provided that any Associate who becomes a volunteer firefighter discloses that fact to the Company. The Company will not discharge or recommend the discharge of an Associate who serves as a volunteer ambulance driver or attendant.

The Company will also not discharge an Associate for any reason specifically relating to the Associate's service as a member of a volunteer search and rescue or reserve unit of a sheriff's department or a Civil Air Patrol Unit, unless the Associate failed to give prior notification of his or her membership, or the Company gave notice to the Associate that the Company chooses not to allow participation in such activities during work hours (such notice will be given as soon as practicable after the Associate discloses his or her membership or intent to join such unit).

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Parental Court Appearance Leave

Associates who are parents or guardians of a child may not be discharged or threatened with discharge for appearance or prospective appearance with or on behalf of a child in a court proceeding, as long as you give the Company proper notice of the appearance as set forth below.

For a detention hearing, you must (1) give verbal notice to your supervisor in advance of the hearing, and (2) provide certification of attendance to your supervisor immediately upon return to work. For any hearings after the initial detention hearing, you must provide your supervisor with a copy of the written hearing notice in advance of the hearing.

Overtime

Overtime will be paid for all time worked in excess of eight hours per day except for Associates who are compensated at least one and one-half times the state minimum wage. These Associates will be paid overtime in accordance with federal law.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

NEW JERSEY

New Jersey Family Leave

Under the New Jersey Family Leave Act (NJFLA), Associates who have been employed for at least twelve months and have worked 1000 base hours in the twelve months prior to requesting a family leave are eligible for an unpaid family leave for (1) the birth of a child of the Associate; (2) the placement of a child with the Associate in connection with the adoption of the child; or (3) the care for a covered family member with a serious health condition. Covered family members include parents, spouses, domestic partners, biological or adopted children, foster children, stepchildren, legal wards, biological, adoptive or foster parents, step-parents, parents-in-law or the Associate's legal guardians having a parent-child relationship with the Associate.

Eligible Associates are entitled to twelve weeks of unpaid leave in a twenty-four-month period. Leave taken because of the birth or adoption of a child by the Associate may begin at any time within a year after the birth or placement of the child. Intermittent or reduced schedule leave must be taken within a 12-month period, unless a new triggering event arises, and must be taken in at least 1-week increments. Intermittent or reduced schedule leave for the birth or adoption of a child will be allowed only if the Company and the Associate both agree to an intermittent or reduced schedule leave for that purpose.

If the leave is foreseeable for the birth or adoption of a child, the Associate must provide at least 30 days advance written notice of the need for the leave. If the leave is for a serious health condition, the Associate must provide 15 days advance notice, unless it is an emergency. For a serious health condition, the Associate must provide certification stating (1) the date on which the serious health condition began; (2) the probable duration; and (3) medical facts within the health care provider's knowledge regarding the condition.

Interaction Between New Jersey Family Leave Act and Federal Family Medical Leave Act of 1993

This leave may or may not run concurrently with leaves granted under the federal FMLA depending upon the circumstances surrounding the leave. The NJFLA does not provide covered Associates with leave for their own disabilities, so if an Associate utilizes all of his or her allotted time under the federal FMLA for his or her own disability, the Associate may subsequently be entitled to time off under the NJFLA in connection with the birth or adoption of a child or the serious illness of a parent, child, or spouse. However, when an Associate takes a leave for a purpose covered by both the FMLA and the NJFLA, the leave simultaneously counts against an Associate's entitlement under both laws.

Because the NJFLA does not provide for leave as the result of the Associate's own serious health condition, it distinguishes between the portion of a maternity leave that is the result of disability and the portion that is for bonding purposes. Under the NJFLA, the post-delivery period will be considered disability leave (covered only by the federal FMLA but not the NJFLA) until the woman has been deemed to no longer be disabled by her doctor. The NJFLA and the federal FMLA will only run concurrently during the bonding portion of maternity leave. A woman may not collect disability benefits while on maternity leave under the NJFLA.

Paid Family Leave Insurance

Eligible New Jersey Associates covered by the state's Temporary Disability Insurance system are entitled to up to six weeks of benefits (up to a specific amount defined by the Department of Labor and Workforce Development) within a twelve-month period under New Jersey's paid family leave benefits law. Benefits are provided to eligible Associates who must take time off to: (i) care for a family member (as defined in the New Jersey Family Leave Act section above); (ii) to be with a child during the first 12 months after the child's birth or adoption, if either the Associate, or the domestic partner or civil union partner of the Associate, is a biological parent of the child; or (iii) during the first 12 months after the placement of a child for adoption. Associates must have had at least 20 calendar weeks in covered New Jersey employment, and meet the minimum earning requirements under the Temporary Disability Insurance law, to be eligible for paid family leave benefits.

The paid leave taken pursuant to this law runs concurrent with any unpaid leave taken under the New Jersey Family Leave Act (NJFLA) and/or the federal FMLA. Where the leave is for the care of a sick family member (as opposed to the care of a newborn or newly adopted child), intermittent leave is available, but must be taken in increments of not less than one day, up to a maximum of 42 days.

Leave taken to care for a newborn or newly adopted child must be taken during the first 12 months after the child's birth or adoptive placement. Associates who take leave for child care are required to give at least 30 days prior written notice of the need for the leave, unless unforeseeable circumstances prevent prior notice. If the leave is to care for a sick family member, the Associate is required to schedule the leave in a way that will result in minimal disruption to operations and, if possible, give 15 days' prior notice for leave which is not intermittent. Where leave is taken in connection with the serious health condition of a family member, the Associate must provide the Company with a medical certification from the family member's health care provider setting forth: (i) the date on which the serious health condition commenced; (ii) the probable duration of the condition; (iii) the medical facts regarding the condition; (iv) a statement that the condition warrants the individual providing care; and (v) an estimate of the amount of time the individual may need to care for the family member.

As with disability insurance benefits that are paid for a worker's own injury, an Associate claiming family disability benefits will have a one week waiting period prior to the start of family leave benefits. The Company may require that the Associate exhaust up to two weeks of accrued paid leave before receiving family disability benefits. The Company may also require that the disability benefits period be reduced by the amount of time in which fully paid leave is provided. If the Associate is required to exhaust accrued paid leave, the Associate will be permitted to use the first week's worth of the fully-paid leave during the one-week waiting period that precedes the family disability leave benefits, and this first week will not count against the subsequent six week disability benefits period.

Emergency Response Leave

An Associate who is called to duty as a volunteer emergency responder to a state of emergency issued by the President of the United States or the governor of New Jersey is entitled to an unpaid leave of absence and reinstatement to the same or comparable position upon returning from leave. Volunteer emergency responders must provide notice to the Company at least one hour before the scheduled time to work. If the volunteer emergency responder is actively engaged in rendering emergency services for more than on consecutive work day, the officer in

charge shall notify the Company of each day the Associate is required to be absent from work. Upon returning to work, the volunteer emergency responder must provide the Company with a copy of the incident report and a certification from the officer in charge verifying that the emergency responder was actively engaged in rendering emergency services, along with the date and time the volunteer emergency responder was relieved from emergency duty.

Leave For Domestic Violence or Sexually Violent Offenses

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") provides that certain Associates are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the Associate must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the Associate must have worked for an employer in the State that employs 25 or more Associates for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an Associate who is a victim of domestic violence or a victim of a sexually violent offense. Leave may also be taken by an Associate whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the Associate or the Associate's child, parent, spouse, domestic partner or civil union partner;
- (2) Obtaining services from a victim services organization for the Associate or the Associate's child, parent, spouse, domestic partner, or civil union partner;
- (3) Obtaining psychological or other counseling for the Associate or the Associate's child, parent, spouse, domestic partner or civil union partner;
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the Associate or the Associate's child, parent, spouse, domestic partner or civil union partner;
- (5) Seeking legal assistance or remedies to ensure the health and safety of the Associate or the Associate's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the Associate or the Associate's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with

any paid leave that the Associate elects to use or which the employer requires the Associate to use during any part of the 20-day period of unpaid leave. If the Associate requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act or the federal Family and Medical Leave Act, the leave shall count simultaneously against the Associate's entitlement under each respective law.

Associates eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The Associate must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the Associate to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the Associate or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an Associate with respect to the compensation, terms, conditions or privileges of employment on the basis that the Associate took or requested any leave that the Associate was entitled to under the NJ SAFE Act, or on the basis that the Associate refused to authorize the release of information deemed confidential under the NJ SAFE Act.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

NEW YORK

Meal Periods

Associates who work shifts of more than six hours that extend over the hours of 11:00 AM to 2:00 PM must take an unpaid 30 minute meal period between the hours of 11:00 AM and 2:00 PM. An Associate whose shift begins before 11:00 AM and extends past 7:00 PM must take an additional unpaid 20 minute meal period between the hours of 5:00 PM and 7:00 PM. Associates who work shifts of more than six hours between the hours of 1:00 PM and 6:00 AM must take an unpaid 45 minute meal period midway through their shifts.

Leave for Military Spouses

An Associate who works at least 20 hour per week and is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been deployed during a period of military conflict (as that term is defined by applicable law) to a combat theater or combat zone of operations, is permitted up to ten days of unpaid leave by the Company. Such leave shall only be used when the Associate's spouse is on leave from the armed forces of the United States, national guard, or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations. Retaliatory employment actions directed against an Associate for requesting or obtaining leave pursuant to this policy are prohibited.

New York's Disability Benefits Law

All Associates are covered under New York's Disability Benefits Law, which provides financial benefits if you are disabled by an off-duty injury or illness, as outlined under the law.

The Company may collect Associate contributions, to offset the cost of providing this benefit, in the form of a payroll deduction. This deduction is computed in accordance with the applicable rate as defined by New York Law.

Pregnancy Accommodation

The Company will provide reasonable accommodations in accordance with applicable law.

Blood Donation Leave

Associates who work an average of 20 or more hours per week may take up to three (3) hours of leave in any twelve month period to donate blood.

Bone Marrow Leave

Associates who work at least 20 hours per week are permitted an unpaid leave of absence of up to a total of 24 work hours to undergo a medical procedure to donate bone marrow or determine if the Associate is a proper donor. The length of each leave will be determined by a physician, but may not exceed 24 work hours, unless agreed to by the Company. An Associate may elect to use his or her paid time off for this absence, where applicable.

Victims of Crime

An Associate who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

If desired, you can use any available vacation or sick leave while attending judicial proceedings relating to a crime.

Lawful Off Duty Activities

The Company will not discriminate against any person who engages in lawful off-duty activities, (including the use of legal consumable products, legal political activities, legal recreational activities, or membership in a union or exercise of a right granted under law), outside of the workplace, during non-work hours, and without the use of the employer's equipment or other property.

Confidential Information:

Employers are required to keep all personal identifying information of all Associates confidential. Personal identifying information includes Social Security numbers, addresses, telephone numbers, personal e-mail addresses, internet identification names or passwords, parent's surname prior to marriage, or drivers' license numbers. Specifically, Associates must not:

- Publicly post or display an Associate's social security number;
- Visibly print a social security number on any identification badge or card;
- Place a social security number in files with unrestricted access; or
- Communicate an Associate's personal identifying information to the general public.

Associates must immediately report to Human Resources any violation of this policy. If a violation of this policy occurs, the Company will notify the affected Associates in compliance with the applicable laws.

Voting

Associates will be allowed "sufficient" time off from work to vote, unless such time exists during nonworking hours. Four consecutive nonworking hours while polls are open is generally deemed "sufficient." Your time off from work to vote will be paid for up to 2 hours. The remainder will be unpaid. The time off to vote must be taken at the beginning or end of the workday, unless mutually agreed upon otherwise. If you would like to take time off from work to vote, you must request such time off 2-10 work days prior to election day.

Working Mother Accommodation

In consideration to working mothers who may be lactating, the Company will provide a reasonable amount of break time to accommodate an Associate desiring to express breast milk for the Associate's infant child. If possible, such break time should be taken during the rest or meal breaks already provided to the Associate. For non-exempt Associates, any additional breaks taken to express milk may be unpaid. The Company will make reasonable efforts to provide a room or other location for the Associate to express milk in private. If you are in need of such an accommodation, please contact your manager or Human Resources representative as soon as possible so that any necessary arrangements can be made. Discrimination of any kind against an Associate who chooses to express breast milk in the workplace is prohibited.

Smoking

The Company prohibits smoking in the workplace. However, the Company will not discriminate against individuals who use or do not use tobacco products outside of the workplace during non-work hours. Associates with any complaints regarding violation of this policy should report the matter to Human Resources without fear of retaliation.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

NORTH CAROLINA

Victims of Domestic Violence Leave

An Associate will be permitted a reasonable unpaid leave to obtain or attempt to obtain relief for domestic violence, as defined by North Carolina law. An Associate must follow the Company's usual time-off policy or procedure, including advance notice to the Company (unless an emergency prevents the Associate from doing so). The Company may require documentation of any emergency that prevents the Associate from complying in advance with the Company's usual time-off policy or procedure, or any other information available to the Associate which supports the associate's reason for being absent from the workplace pursuant to this policy. An Associate may elect to use his/her accrued paid time off for this absence.

Leave for Parent Involvement in Schools

An Associate who is the parent or guardian of a school-aged child is permitted up to four (4) unpaid hours per year to attend or otherwise be involved at that child's school. The leave shall be at a mutually agreed upon time between the Company and the associate. The Company requires the Associate to make a written request for the leave at least 48 hours before the time desired for the leave. The Company may also require that the Associate furnish written verification from the child's school that the Associate attended or was otherwise involved at that school during the time of the leave. An Associate may elect to use his/her accrued paid time off for this absence.

Lawful Products

Company will not discriminate against any Associate in North Carolina who lawfully uses lawful products, including tobacco or alcohol products, off the employer's premises during non-work hours, unless the use of such products adversely affects other associates' safety, the associate's own job performance, or the ability to properly fulfill his or her responsibilities. Associates must comply with the Company policies during work hours.

Disaster Response Leave

Associates who are members of volunteer fire departments, rescue squads, or emergency medical services agencies called into service after the governor or the General Assembly has proclaimed a state of disaster will be allowed a leave without pay. The Associate may elect to use his or her paid time off, where applicable, but is not required to do so.

To be entitled to this leave, the Company must be provided with a letter requesting the services of the Associate from the director of the Division of Emergency Management or by the head of a local emergency management agency.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

OHIO

Emergency Response Leave

An Associate who is a volunteer fire fighter, or volunteer provider of emergency medical services who is responding to an emergency prior to the Associate's reporting time, will not be discharged for being absent or coming to work late. The Associate must submit a written notification to the Company no later than 30 days after being certified as a volunteer firefighter or a volunteer emergency services provider. The Associate also must make every effort to notify the Company that he or she may report late or be absent from work because of being dispatched to an emergency. If notification is not possible, the Associate must provide the Company with a written explanation from the chief of the volunteer fire department or the director of the EMS services. A written statement from the supervisor of the volunteer fire department or other emergency service certifying that the Associate responded to an emergency may be required.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Crime Victims Leave

The Company will not discharge, discipline, or otherwise retaliate against a victim, a member of the victim's family, or a victim's representative for participating, at the prosecutor's request, in preparation for a criminal or delinquency proceeding or for attendance, pursuant to a subpoena, at a criminal or delinquency proceeding if the attendance is reasonably necessary to protect the interests of the victim. This policy does not require the Company to pay an Associate for time lost as a result of attendance at a criminal or delinquency proceeding.

Family Military Leave

If the Company employs at least 50 Associates as defined under state law, eligible Associates may take a leave once per calendar year up to ten days or eighty hours, whichever is less, if all of the following conditions are satisfied:

- (1) The Company has employed the Associate for at least twelve consecutive months and for at least one thousand two hundred fifty hours in the twelve months immediately preceding commencement of the leave.
- (2) The Associate is the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and who is called into active duty in the uniformed services for a period longer than thirty days or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.
- (3) The Associate gives notice to the Company that the Associate intends to take leave pursuant to this section at least fourteen days prior to taking the leave if the leave is being taken because of a call to active duty or at least two days prior to taking the leave if the leave is being taken because of an injury, wound, or hospitalization. If the Associate receives notice from a representative of the uniformed services that the injury, wound, or hospitalization is of a critical or life-threatening nature, the Associate may take the leave under this section without providing notice to the Company.

(4) The dates on which the Associate takes leave pursuant to this section occur no more than two weeks prior to or one week after the deployment date of the Associate's spouse, child, or ward or former ward.

(5) The Associate does not have any other leave available for the Associate's use except sick leave or disability leave.

The Company will continue to provide benefits to the Associate during the period of time the Associate is on leave pursuant to this section. The Associate shall be responsible for the same proportion of the cost of the benefits as the Associate regularly pays during periods of time when the Associate is not on leave. The Company is not required to pay salary or wages to the Associate during the period of time the Associate is on leave pursuant to this section.

Upon the completion of the leave taken pursuant to this section, the Company shall restore the Associate to the position the Associate held prior to taking that leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment. The Company may require an Associate requesting to use the leave established under this section to provide certification from the appropriate military authority to verify that the Associate satisfies specific leave criteria.

Military Leave

Associates who need time off for service in the Ohio organized militia, National Guard, or any other uniformed service have the same reinstatement rights and other benefits guaranteed by USERRA.

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact your Human Resources representative.

Volunteer Firefighter/EMT Time Off

An Associate who is a volunteer firefighter or EMT will not be disciplined or terminated when the Associate is absent due to an emergency.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

OREGON

Oregon Family Leave Act (OFLA)

OFLA entitles associates in Oregon up to 12 weeks unpaid leave during any 12 month period for the following purposes: (i) parental leave (to care for a newborn, newly adopted or newly placed child); (ii) leave to care for the serious health condition of a spouse, same-sex domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent and parent-in-law; (iii) pregnancy disability leave (the period of disability related to pregnancy or childbirth); and (iv) sick child leave (time taken to care for a child suffering from an illness or injury requiring home care that does not amount to a serious health condition under the federal FMLA). Pregnancy disability leave is available in addition to 12 weeks of OFLA leave for any other leave purpose. Under certain circumstances, associates may be permitted to take sick child leave in addition to the 12 weeks of parental leave provided during a twelve-month period. Associates should contact Human Resources regarding questions relating to availability of additional leave.

Under OFLA, associates may take, under qualifying circumstances, multiple periods (exceeding twelve weeks in total) of unpaid leave during the same twelve-month period:

- Depending upon the circumstances, a female associate may take pregnancy disability leave, parental leave and sick child leave within the same twelve-month period.
- Depending upon the circumstances, a male associate may take parental leave and sick child leave within the same twelve-month period.

To be eligible for OFLA leave, an associate must be on the job at least 180 days to take leave to care for a newborn or newly adopted child. For all other OFLA leave benefits, an associate must be employed at least 180 days and also work at least an average of 25 hours per week. The associate must provide 30 days' advance written notice of the need for the leave. If 30 days' notice is not possible, associates should give as much notice as practical. In an emergency situation, associates are required to give verbal or written notice within 24 hours of starting leave. If the leave was taken without notice, then within three days after the associate's return to work, the Company may require written documentation of the need for the leave.

An associate must take parental leave in one continuous block. Intermittent leaves or reduced schedules for serious health conditions will be permitted when medically necessary. Intermittent leave or reduced schedules will be permitted as necessary for pregnancy disability or pre-natal care, or sick child leave. Where an exempt associate is on an unpaid OFLA leave, which is not covered by the federal FMLA, e.g., sick child leave, parent-in-law leave, the Company may require the exempt associate to take intermittent leave in blocks of at least one day. The OFLA permits voluntary transfers to alternate positions as the result of an associate's need for intermittent or reduced work schedule leave. Leave counted as federal FMLA is also counted as OFLA, and, to the extent possible, federal FMLA and OFLA leave will run concurrently.

In accordance with the Company's policies regarding medical certification for federal FMLA leave, associates must submit medical certification of the need for leave under OFLA. With respect to sick child leave under the OFLA, medical certification will not be requested until the associate has taken sick child leave on all or any part of three separate days during a particular leave year. The Company will not give leave to associates whose child is suffering from any

illness, injury or condition that requires home health care, but is not a serious health condition, if another family member is available to provide care.

Associates may use accrued vacation or other paid leave while on family leave. In addition to using vacation leave, accrued sick leave may be used to care for: (i) an infant or child under age 18 who is newly adopted or placed in foster care; or (ii) an adopted or foster child who is over 18 but incapable of self-care.

An associate returning from OFLA leave will be reinstated to his or her former job, or to an available equivalent job if the former job has been eliminated.

Bone Marrow Donation Leave

An associate will be allowed to use the amount of paid leave he or she has accrued at the time of the leave request, or 40 work hours, whichever is less, in order to donate bone marrow. The associate must have been employed for an average of 20 hours per week to qualify under this policy. The associate must provide the Company with verification from a physician regarding the purpose and length of each leave requested by the associate under this policy.

Volunteer Firefighter Leave

An associate responding to an emergency, as declared by the governor of Oregon or any other authorized official pursuant to the Emergency Conflagration Act, in his or her capacity as a volunteer member of a fire department is permitted unpaid time off to respond to such emergency. An associate will not lose seniority or precedence while absent under the Company's Volunteer Firefighter Leave. Upon return to employment, the associate shall be returned to his/her previous position, or to a higher position commensurate with his/her ability and experience as seniority would ordinarily entitle him/her

Spousal Military Leave

An associate who works at least 20 hours per week and whose spouse is a member of the United States armed forces, national guard, or reserves who has been notified of an impending call or order to active duty, or who has been deployed, will be allowed a total of fourteen (14) days of unpaid leave per deployment, or when the military spouse is on leave from deployment.

An associate must provide the Company with notice of the associate's intention to take leave within five business days of receiving official notice that the associate's spouse will be on leave or of an impending call to active duty. An associate may substitute accrued leave for any part of the spousal military leave. Leave taken pursuant to spousal military leave will be included in the total amount of leave authorized as family leave under the OFLA. An associate who takes spousal military leave will be entitled to job protection and the same benefits as under the OFLA.

Crime Victim Leave

An associate who has worked more than 25 hours per week for 180 days may take reasonable leave if the associate is a victim of domestic violence, sexual assault, sexual or criminal harassment, or stalking, or is the parent or guardian of a victim of these crimes. Leave may be taken to seek law enforcement assistance, medical treatment, counseling, services from a victim services provider, or a secure home.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

Eligible associates may take leave for legal or law enforcement assistance or remedies to ensure the health and safety of the associate or the associate's minor child or dependent, including:

To seek legal or law enforcement assistance or remedies to ensure the health and safety of the associate or the associate's minor child or dependent, preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, sexual assault, or stalking.

To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or stalking of the eligible associate or the associate's minor child or dependent.

To obtain, or assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault, or stalking.

To obtain services from a victim services provider for the eligible associate or the associate's minor child or dependent.

To relocate or take steps to secure an existing home to ensure the health and safety of the eligible associate or the associate's minor child or dependent.

Eligible associates are those who have worked an average of more than 25 hours per week for at least 180 days immediately before the date of leave, and who are victims of domestic violence, sexual assault, or stalking or the parent or guardian of a minor child or dependent who is a victim of domestic violence, sexual assault, or stalking.

Associates needing time off in accordance with this policy should notify their supervisor as soon as possible so that arrangements to accommodate the absence may be made. Associates will be required to provide written certification of the reason for the absence. The Company reserves the right to limit leave if doing so would create an undue hardship.

The Company will make reasonable efforts to maintain the confidentiality of any associate requesting time off under this policy. Time off for crime victims is unpaid. However, associates may elect to use any accrued and available PTO during this time off.

Any leave under this policy may count against the associate's 12 weeks of available leave under the OFLA.

Paid Sick Leave For Oregon Associates

The Company provides paid sick leave to Associates working in the state of Oregon to use for certain medical-related reasons, as well as for all other reasons covered by the Oregon paid sick leave law. This policy addresses how Associates earn and can use sick leave for such reasons.

Eligibility

All Associates employed in Oregon by the Company on or after January 1, 2016 are eligible to

receive paid sick leave. Oregon Associates begin accruing sick leave upon their first day of employment or January 1, 2016, whichever is later. Associates hired after January 1, 2016 may not use paid sick leave until their 91st day of employment. Associates who have been employed with the Company for at least 90 days prior to January 1, 2016 are entitled to use paid sick leave as it accrues. Associates employed with the Company for less than 90 days prior to January 1, 2016 are entitled to use paid sick leave on their 91st day of employment.

Reasons for Sick Leave

Associates can take paid sick leave as described in this policy for absences from work due to:

- An Associate's or his or her covered family member's mental or physical illness, injury or health condition; an Associate's or his or her covered family member's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an Associate's or his or her covered family member's need for preventive medical care;
- For purposes allowed under the Oregon Family Leave Act, which include:
 - a) To care for an infant, newly adopted child or newly placed foster child under 18 years of age, or for an adopted or foster child 18 years of age or older with a mental or physical disability;
 - b) To care for a family member with a serious health condition;
 - c) To recover from or seek treatment for a serious health condition of the Associate that renders the Associate unable to perform at least one of the essential functions of the Associate's regular position;
 - d) To care for a child of the Associate who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care; or
 - e) Certain absences related to the death of a family member, including i) attending the funeral or alternative to a funeral of the family member, ii) making arrangements necessitated by the death of the family member, or iii) grieving the death of the family member.
- A public health emergency, such as closing the Associate's place of business, or the Associate's child's school or place of care due to a public health emergency, determining that the presence of the Associate or the Associate's family member in the community would jeopardize the health of others, or excluding the Associate from the workplace for health reasons under any law or rule; or
- Certain absences of the Associate or the Associate's minor child or related to domestic violence, sexual assault, harassment, or stalking, including to seek medical treatment, legal or law enforcement assistance, counseling from a licensed mental health professional, dependent services from victim services provider, or to relocate.

For purposes of paid sick leave, covered "Family member" means an Associate's child, parent, spouse, same-gender domestic partner, parent-in-law, a parent or child of an Associate's same-gender domestic partner, grandparent or grandchild. "Child" means biological, adopted, foster, step-child, legal ward, or a child to whom the Associate stands in loco parentis, and includes both a minor or an adult child. "Parent" means biological, adoptive or foster, step, custodial or non-custodial parent, or legal guardian of an Associate or the Associate's spouse or registered domestic partner or a person who stood in loco parentis when the Associate was a minor child. "Spouse" includes individuals who have lawfully established a civil union, domestic partnership or similar relationship under the laws of any state.

Amount of Sick Leave Accrued

Associates earn paid sick leave at the rate of one hour for every 30 hours worked, including overtime, up to 40 hours of sick time per year.

Amount of Sick Leave Available to Use

Associates can use up to 40 hours of paid sick leave each year. Sick leave must be used in increments of at least one hour.

Carryover

Beginning on the first day of employment or January 1, 2016, whichever is later, Associates can carry over up to 40 hours of accrued, but unused paid sick leave every calendar year.

Regardless of carryover balances, no Associate may use more than 40 hours of paid sick leave per year, and no Associate can have more than 80 hours of accrued paid sick leave in his or her bank at any time.

Requesting Sick Leave

Associates who know in advance of the need for sick leave, such as for a planned doctor or dentist visit, must provide reasonable advance oral or written notice to their supervisors at least 10 days in advance of using the paid sick leave, or as soon as Associates are aware of the need for such leave. Associates must make a reasonable attempt to schedule the use of paid sick leave in a manner that does not unduly disrupt the Company's operations.

Sick time provided pursuant to the OFLA or the Oregon Domestic Violence Leave runs concurrently with paid sick leave as provided in this policy.

If Associates cannot provide advance notice of their need for leave because of a medical emergency or sudden illness or injury, they must notify their supervisor in writing or verbally as soon as practicable.

Associates are not required to find a replacement as a condition for using sick leave.

Associates who use paid sick leave for more than 3 consecutively scheduled work day, not including scheduled days off, may be required to provide reasonable documentation of their need for such time. In providing such documentation, Associates need not disclose the nature of the illness or details of any domestic violence, sexual assault, harassment or stalking. Reasonable documentation can include documentation signed by the appropriate health care provider, indicating that sick leave was necessary or, in the case of time off for domestic violence, sexual assault, harassment, or stalking, a copy of a police report, protective order or other evidence from a court, administrative agency or attorney that the Associate appeared in or was preparing for a civil, criminal or administrative proceeding, or documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy, or victim services provider that the Associate or the Associate's minor child or dependent was undergoing treatment or counseling, obtaining services, or relocation.

Pay and Benefits During Sick Leave

Associate paid sick leave is considered to be paid leave, which is paid at the Associate's regular rate of pay as if the Associate were working.

For purposes of paid sick leave, regular rate of pay does not include bonuses, tips, overtime, holiday pay or other premium rates.

For purposes of paid sick leave, Associates who are exempt from the overtime requirements of the Fair Labor Standards Act are deemed to work 40 hours per workweek unless their normal workweek is less than 40 hours, in which case paid sick leave is paid based on that normal workweek.

Associates who are covered by the Company's short-term disability benefits program ordinarily are eligible for short-term disability benefits after a five workday waiting period. While Associates may supplement any short-term disability benefits with paid sick leave so that they receive 100% of their pay, in no circumstances may an Associate receive more than 100% of his or her pay during an absence. Associates may use any accrued paid sick leave and/or vacation during the waiting period. For more information about these benefits, contact Human Resources.

Reinstatement of Sick Leave

If an Associate leaves the Company employment but then is rehired within 180 days, his or her accrued, but unused paid sick leave will be reinstated and may be used immediately.

No Payout upon Separation of Employment

Accrued but unused sick leave is not paid out upon separation of employment, whether by involuntary termination, resignation, retirement or otherwise.

Violations of the Company's Paid Sick Leave Policy

Associates who take sick leave without notice or do not use the time for intended purposes are considered to have taken an unexcused absence and subject to discipline, up to termination. Any such discipline will be for violating the Company's policies and procedures, not for using paid sick time.

No Retaliation

Company will not retaliate against Associates who request or use paid sick leave. If you believe you have been discriminated, harassed or retaliated against for exercising your rights under this policy, you must immediately report it to Human Resources.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

PENNSYLVANIA

Volunteer Emergency Service

The Company will not terminate or discipline an Associate who is a volunteer firefighter, fire police officer, or volunteer member of an ambulance service or rescue squad and in the line of duty has responded to a call prior to reporting to work and as a consequence misses work time. For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Associates who are called to volunteer service and lose work time must supply the employer with a statement from the chief executive officer of the volunteer fire company, ambulance service or rescue squad, documenting the time of the call and the Associate's presence at the scene.

The Company will not discriminate against an Associate who has been injured in the line of duty as a volunteer firefighter, fire police officer, or volunteer member of an ambulance service or rescue squad.

Failure to Report During State of Emergency

The Company will not terminate or discipline an Associate for failing to report to work due to a closure of the roads in the county of the Associate's residence or the county of the Company's place of business resulting from a state of emergency declared by the governor. The Associate will not be paid for a work day on which the Associate fails to report to work under this policy.

Philadelphia Fair Practice Ordinance

The Company will provide reasonable accommodations to pregnant Associates who suffer conditions related to pregnancy and childbirth provided doing so does not create an undue hardship on the Company.

Philadelphia Domestic or Sexual Violence Leave

In the city of Philadelphia, if an Associate, or his or her defined family or household member, has been the victim of domestic, sexual assault, or stalking, the Associate is entitled up to eight workweeks of leave in a 12-month period if the Associate works for an employer who employs 50 or more Associates. An Associate may take up to four workweeks of leave in a 12-month period if the Associate works for an employer that employs fewer than 50 Associates.

Associates may take leave to do any of the following for themselves or their household or family member: (1) seek medical attention for physical or psychological injuries; (2) obtain help from an organization that provides services to domestic or sexual violence victims; (3) obtain counseling or therapy; (4) make safety plans, including possibly relocating to increase safety; and/or (5) seek legal assistance.

Associates must provide the Company with at least 48-hours' notice of the leave unless it is not practicable to do so. The Company may require Associates to provide a certification of the domestic or sexual violence and the reason the Associate must take the leave.

This leave, when added to any leave an Associate has taken under the Family and Medical Leave Act ("FMLA"), cannot be more than the 12 weeks in a 12-month period provided under the FMLA. Associates may take this leave intermittently or on a reduced work schedule. Associates may use any paid leave available under the Company's policies during this leave, but it will not increase the amount of leave an Associate can take.

Associates are entitled to maintain all benefits accrued prior to taking the leave. For the duration of an Associate's leave the Company will continue the health benefits for the Associate and his or her family or household members on the same terms as if the Associate was not on leave. Associates, however, must continue to pay their share of the cost.

Upon returning from leave, Associates must be restored to their original position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. All information provided by an Associate to the Company pursuant to the law will be kept confidential.

The Company will not retaliate against Associates who take leave under this policy.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

TENNESSEE

Parental Leave

The Company will allow an Associate (male or female) who has been employed full-time for at least 12 months to take up to four months of unpaid leave for adoption, pregnancy, childbirth, or nursing an infant. With regard to adoption, the four-month period shall begin at the time an Associate receives custody of the child.

Associates who give at least three (3) months' advance notice to the Company of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. Associates who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits solely because of their failure to give three (3) months' advance notice. In addition, Associates who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits solely because of their failure to give three (3) month's advance notice.

The first twelve weeks of leave taken under this policy will run concurrent with any federal FMLA leave for which the Associate is eligible. Taking leave under this policy will not affect and Associate's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which Associate was eligible at the date of his/her leave, and any other benefits or rights of employment.

If an Associate's position is so unique that the Company cannot, after reasonable efforts, fill that position temporarily, then the Company need not reinstate the Associate at the end of the leave period.

Emergency Response Leave

An Associate who volunteers as a firefighter will not be terminated for being late to or absent from work because he or she was required to respond to an emergency; however, the Associate need not be paid for the time not worked due to such emergency response. The Associate must make a reasonable effort to notify the Company in advance of a necessary absence. An Associate who is late or absent because he or she was required to respond to an emergency must provide the Company with a written statement from the Associate's fire department supervisor certifying that the Associate missed work due to a genuine emergency situation.

For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

Leave For Active Volunteer Firefighter Duties

The Company will not discipline or discharge an Associate who is tardy or absent from work as a result of the Associate performing services as a member of a volunteer fire department or providing emergency medical services. The Company encourages Associate participation in volunteer firefighter duties activities that provide valuable services to the community.

Any Associate who is an active volunteer firefighter will be allowed to leave work in order to respond to fire calls during such Associate's regular hours of employment. Associates will be compensated from their time away from work if they bring in proof that they were engaged in firefighting duties during their time away from work.

Such Associates will also be allowed to take off the next scheduled work period within 12 hours following such active firefighting duty as a vacation day or sick leave day without loss of pay if the Associate assisted in fighting such fire for more than four hours. If the Associate is not entitled to a vacation day or sick leave day, then such Associate may be permitted to take off such work period without pay.

An Associate must make every effort to notify the Associate's supervisor that he or she may report late to or be absent from work due to emergency dispatch. If notification of dispatch to an emergency cannot be made either due to the extreme circumstances of the emergency or the inability to contact that supervisor, then the Associate must submit a written explanation from the chief of the volunteer fire department explaining why prior notice was not given.

An Associate who loses time because of an emergency response must provide his or her supervisor with a written statement from the chief of the volunteer fire department verifying that the Associate responded to an emergency and listing the time of that response. As Associate who is a voluntary firefighter must notify the Company when the Associate's status as a volunteer changes, including termination of volunteer activities.

Voting Leave

The Company allows Associates to take voting related leave in accordance with Tennessee law. The Company recognizes and encourages each of its Associates to exercise their right to vote. In most situations, Associates should be able to vote before or after work or by absentee ballot.

If for some reason an Associate cannot vote outside of working hours, s/he may take up to three hours off work with pay to vote between the opening and closing of the polls if his/her working hours begin less than two hours after the opening of the polls and end less than three hours before the closing of the polls.

An Associate must request this time off in advance from the Associate's supervisor at least one day before election day, if possible, and an Associate must have a valid reason why an Associate cannot vote other than during working hours.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

TEXAS

Political Activity Leave

Associates are permitted unpaid leave to attend political conventions. The Associate must provide advance written notice to the Company of the need for leave to attend a political convention.

Emergency Evacuation Leave

Associates are permitted unpaid leave to participate in a general public evacuation ordered under an emergency evacuation order. The Company will not discharge or discriminate against any Associate because he/she was required to take leave to participate in a general public evacuation ordered under an emergency evacuation order.

Military Leave

The Company will not terminate the employment of a permanent Associate who is a member of the state military forces of Texas or any other state because the Associate is ordered to active duty during a state emergency or authorized training or duty in the state military forces. To the extent required by law, an Associate who takes military leave may be entitled to return to the same employment held when ordered to duty, unless the employer's circumstances changed and reemployment is impossible or unreasonable. The Associate must give written or actual notice of intent to return to work as soon as practicable after release from duty.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

WASHINGTON

Washington Family Leave Act

. Associates are available for the same leave a under FMLA and the Company's FMLA Policy, except that leave for registered domestic partners is also available.

Pregnancy Disability Leave

A female Associate will be provided a reasonable unpaid leave of absence for the period of time she is sick or temporarily disabled because of pregnancy or childbirth. An Associate who takes a leave of absence only for the actual period of disability relating to pregnancy or childbirth will be allowed to return to the same job, or similar job at the same pay, unless the Company cannot do so because of business necessity. Leave for disability due to pregnancy or childbirth is in addition to 12 weeks under either the federal FMLA and/or state FLA for care of a newborn, sick spouse, parent, child, or the Associate's own serious health condition, or other qualifying event. An Associate may elect to use his/her accrued paid time off for this absence. A physician's statement may be required to verify the leave period relating to pregnancy or childbirth, consistent with the verification required by the Company for other temporary disabilities.

Spousal Military Leave

An Associate who works at least 20 hours per week and whose spouse is a member of the United States armed forces, national guard, or reserves who has been notified of an impending call or order to active duty, or who has been deployed, will be allowed a total of fifteen days of unpaid leave per deployment, or when the military spouse is on leave from deployment.

An Associate must provide the Company with notice of the Associate's intention to take leave within five business days of receiving official notice that the Associate's spouse will be on leave or of an impending call to active duty. An Associate may substitute accrued leave for any part of the family military leave. An Associate who takes family military leave will be entitled to job protection and the same benefits as under the Washington Family Leave Act.

Domestic Violence Leave

Associates who are victims of domestic violence, sexual assault or stalking are permitted to take reasonable or intermittent unpaid leave from work to take care of legal or law enforcement needs or get medical treatment, social-services assistance or mental-health counseling. Associates who are the child, spouse, parent, parent-in-law, or grandparent of a victim, or who are dating a victim, may also take reasonable leave to help the victim obtain treatment or seek help.

An Associate may choose to use accrued paid-time off. The leave under this law is in addition to other rights to take leave.

An Associate must provide the Company with verification when requesting leave under this policy. The Associate may provide one or more of the following as verification:

- A police report indicating the Associate or Associate's family member was a victim.

- A court order providing protection to the victim.
- Documentation from a healthcare provider, advocate, clergy, or attorney.
- An Associate's written statement that the Associate or Associate's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document or other similar record or a statement from the Associate.

Paid Family Leave

Associates may take paid family leave for the birth or adoption of a child under the Washington State program providing family leave insurance benefits. Associates will not receive more than five weeks of benefits (up to \$250 per week), and benefits are not payable during the first seven calendar days of an Associate's family leave. To qualify for paid family leave benefits, the Associate must have:

- worked at least 680 hours during the "qualifying year." ("qualifying year" means the first four of the last five completed calendar quarters, or the last four completed calendar quarters immediately preceding the first day the individual applies for benefits.)
- provided written notification to the Company of the intention to take family leave;
- filed a claim for benefits each week the Associate is on family leave;
- disclosed whether he or she owes child support; and
- consented to the disclosure of certain private and confidential information or records necessary to administrate a claim.

An Associate who takes paid family leave will be restored to his/her former position or to a position with equivalent benefits and pay as the prior position, either in the same location or in a workplace within 20 miles of the Associate's former workplace, provided that the returning Associate has been employed by the employer for at least 12 months and worked at least 1,250 hours in the preceding 12-month period.

Paid family leave must be taken concurrently with any leave taken under the federal Family and Medical Leave Act or the Washington Family Leave Act.

Family Care Leave

In addition to family and medical leave rights, Associates are permitted to use any or all of their earned sick leave or other paid time off to care for:

- the Associate's child with a health condition that requires treatment or supervision; or
- a spouse, parent (biological or adoptive), parent-in-law, or grandparent with a serious health condition or emergency condition. This includes short-term care of a pregnant spouse during or after childbirth.

Emergency Response Leave

An Associate who is a member of a volunteer fire department who is absent from work to respond to a fire or emergency call will not be disciplined. For non-exempt Associates, any time lost due to emergency response leave will be unpaid. For exempt Associates, only full days of time lost due to emergency response leave will be unpaid. However, Associates may elect to utilize accrued paid time off for this leave.

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The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

WEST VIRGINIA

Emergency Response Leave

An Associate who is a member of a volunteer fire department or who is an emergency medical service attendant will not be discharged or disciplined for being late to or absent from work because he or she was required to respond to an emergency; however, the Associate need not be paid for the time not worked due to such emergency response. An Associate who is late or absent because he or she was required to respond to an emergency must provide the Company with a written statement from the chief of the volunteer fire department or an appropriate person in charge of the emergency medical service certifying that the Associate missed work due to a genuine emergency situation and including the time of the call.

* * *

The Company provides all leave as required by federal, state, and local law. If you have a need for leave not covered in the Handbook or this Addendum, please contact Human Resources.

DS SERVICES OF AMERICA, INC.
HANDBOOK ACKNOWLEDGMENT AND ACCEPTANCE

By clicking the “Accept” button below, I acknowledge that:

- a copy of the DS Services of America, Inc. (“the Company”) Associate Handbook as well as the “Employment Arbitration Policy,” the “Equal Employment, Affirmative Action, Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy,” and the applicable Addendum(s) that apply for the state in which I am employed (collectively and as amended, the “Handbook”), were made available to me in electronic form and, if I so requested, in written form;
- I reviewed the Handbook in its entirety and have made myself familiar with its contents;
- except as expressly provided in the Employment Arbitration Policy, the Handbook does not create an enforceable agreement or contract between the Company and me for employment, compensation, or benefits.
- except as expressly provided in the Handbook or Employment Arbitration Policy, the Company may revise, add to, or eliminate any of the policies, practices, or procedures provided in the Handbook at any time;
- I am and shall remain an “at-will” employee, which means that the Company or I may terminate my employment at any time, with or without notice, and for any reason or no reason;
- I agree to comply with the policies, procedures and practices set forth in the Handbook and any subsequent changes to the Handbook made by the Company;
- to the extent that any of the policies, practices or procedures in the Handbook, including any subsequent changes, conflict with any of the terms or conditions of any collective bargaining agreement (CBA) governing my employment, the terms and conditions of the CBA will control;
- to the extent that any of the policies, practices or procedures in the Handbook, including any subsequent changes, conflict with any law, rule or regulation, such law, rule or regulation shall control; and
- none of the policies, practices or procedures in the Handbook are intended to, or will be interpreted or administered as, interfering with, restraining, or coercing my exercise of any rights I may have under the National Labor Relations Act, including my right to engage in or not engage in protected concerted activities, or to engage in nonwaivable rights under any other applicable laws.