ON THE JOB POLICIES

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• Adjusted Service Date Policy
• Anti-Harassment and Reporting Procedure
• Email and Electronic Resources
• Employee Classifications
• Employment Termination Policy
• Flexible Work Arrangement Policy
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• Military Leave
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• Paid Parental Leave
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  - Paid Sick Leave (California Employees)
  - Paid Sick Leave (Emeryville Employees)
  - Paid Safe and Sick Leave (NYC Employees)
• Sabbatical Leave
  - All locations (except Sasquatch)
  - Sasquatch
• Serious Illness in the Family Leave
• Vacation
  - All locations (except California)
  - California
• Voting Time Leave
EMPLOYEE PROGRAMS

- Breast Milk Shipping Benefit
- Educational Assistance
- Financial Aid for Adoption
- Milestone Awards Program
- Referral Award
- Volunteer Days
- Wellness Reimbursement

Please note: These policies are subject to any limitations/additional requirements provided for under applicable state law. Penguin Random House reserves the right to modify, suspend, or discontinue any of these policies or programs at any time.

The terms “the Company” and “Penguin Random House,” as used in this document, mean Penguin Random House LLC.

If you have any questions regarding the information contained in this document, please contact your HR Generalist.
ACCOMMODATION TO EXPRESS BREAST MILK (all locations except NYC)

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for up to three (3) years after the birth of a child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

Reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose. This location may be the employee’s private office, if applicable.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Please contact your HR Generalist with questions regarding this policy.
ADJUSTED SERVICE DATE POLICY

Penguin Random House ("the Company") gives credit for previous service to former regular full-time or regular part-time employees and certain qualifying former temporary employees hired or rehired into a regular full-time or regular part-time classification.

Former employees, as described above, are eligible for an adjusted service date if they are reinstated by the Company within five (5) years of their termination date. An Adjusted Service Date reflects the total time worked for the Company and determines eligibility levels for vacation and other benefits, as defined by each policy and Plan.

This is also applicable to former employees of either of the Company’s parents, with a joint venture partner of the Company or either of its parents, or with any affiliate or subsidiary of the Company. Employees in the following categories are eligible for an Adjusted Service Date:

- Former Random House, Inc. (RHI) employee reinstated by RHI before July 1, 2013, with a break in service of five (5) years or less
- Former RHI employee hired by Penguin Random House on or after July 1, 2013, with a break in service of five (5) years or less
- Former RHI employee hired by Penguin Group USA (PG USA) between July 1, 2013 and December 31, 2013, with a break in service of five (5) years or less
- Former PG USA employee reinstated by PG USA before December 31, 2013, with a break in service of five (5) years or less
- Former PG USA employee hired by Penguin Random House on or after July 1, 2013, with a break in service of five (5) years or less
- Former PRH employee reinstated by PG USA before January 1, 2014, with a break in service of five (5) years or less
- Former Penguin Random House (PRH) employee reinstated by PRH at any time, with a break in service of five (5) years or less
- Former PRH employee hired by PG USA before January 1, 2014, with a break in service of five (5) years or less

RHI and PG USA employees transferred to Penguin Random House on July 1, 2013 and January 1, 2014, respectively, are treated as having continuous service and were not issued a Rehire Date.

If you have more than one separation from employment, the Adjusted Service Date will be calculated using the previously adjusted service date (or equivalent), adjusted forward to reflect the period of time between the most recent separation from employment and the most recent rehire date.

In the event of a break in service exceeding five (5) years, the original hire date will be disregarded and the most recent hire date will become the hire date on record. No Adjusted Service Date shall apply. Part-time and temporary employees (with limited exceptions) are not eligible for an Adjusted Service Date.
ADJUSTED SERVICE DATE POLICY, cont’d

Original date of hire + Time away = Adjusted Service Date

DOH = Date of Hire
DOT = Date of Termination

Examples:

<table>
<thead>
<tr>
<th>DOH: 12/3/2003 (PG USA)</th>
<th>DOH: 04/12/2004 (RHI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOT: 6/19/2007 (PG USA)</td>
<td>DOT: 05/20/2011 (RHI)</td>
</tr>
<tr>
<td><strong>ASD: 10/15/2008</strong></td>
<td><strong>ASD: 10/2/2008</strong></td>
</tr>
<tr>
<td><em>Time away was 4 years and 11 months.</em></td>
<td><em>Time Away is 4 years and 5 months.</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOH: 3/2/1985 (PG USA)</th>
<th>DOH: 8/21/2001 (PG USA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOT: 12/21/1990 (PG USA)</td>
<td>DOT: 1/6/2013 (PG USA)</td>
</tr>
<tr>
<td>Rehired: 7/16/1997 (RHI)</td>
<td>Rehired: 5/20/2013 (RHI)</td>
</tr>
<tr>
<td>DOT: 4/20/2001 (RHI)</td>
<td>DOT: 10/1/2009 (PG USA)</td>
</tr>
<tr>
<td><strong>ASD: 6/21/2007</strong></td>
<td><strong>ASD: No adjusted service date</strong></td>
</tr>
<tr>
<td><em>Time away was 3 years and 10 months.</em></td>
<td></td>
</tr>
</tbody>
</table>

If you have any questions about the Adjusted Service Date policy, please contact your HR Generalist.
Penguin Random House ("PRH") is committed to a work environment in which all individuals are treated with respect and dignity and that encourages and fosters appropriate conduct among all persons. Each individual has the right to work in a professional atmosphere free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. PRH strives to maintain an atmosphere that is free from intentional and unintentional harassment of any kind, including harassment on the basis of race; color; creed; religion; national origin; ancestry; citizenship status; age; disability or handicap; sex (including pregnancy, childbirth or related medical conditions); gender; gender identity or expression; marital/familial/caregiver/partnership status; sexual orientation; military/veteran status; genetic information; arrest or conviction record; status as a victim of domestic violence, stalking, and sexual offenses; unemployment status; credit history; or any other classification protected by applicable federal, state or local law (each a “Protected Class”).

PRH has a reporting procedure that employees should follow in the event any employee feels that they have been the subject of any type of harassment, including sexual harassment.

Any employee found to have violated this policy will be subject to such disciplinary action as PRH deems appropriate, up to and including immediate termination of employment.

Sexual Harassment

It is PRH’s policy to maintain a working environment free from sexual harassment and conduct that might reasonably be perceived as constituting sexual harassment. Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such individual; or
- Such conduct has the effect of interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Although it would be impossible to list all conduct that would violate this policy, the following are examples of conduct that PRH absolutely prohibits:

- Offensive comments, jokes or other sexually oriented statements or depictions;
- Sexual advances or persistent flirtations or invitations;
- Unwelcome comments about a person’s clothing, body or personal life;
- Asking questions about a person’s sexual conduct or sexual orientation;
- Unwanted hugs, touches, kisses or other physical contact;
- Requests for sexual favors;
- Non-verbal behavior such as staring, leering, or gestures;
- Derogatory, offensive or pornographic posters, signs, cartoons or drawings of a sexual nature;
- Transmitting or forwarding e-mails, texts, instant messages or other electronic communications containing offensive, suggestive or lewd attachments, statements or jokes;
- Uploading or downloading inappropriate pictures or material of a sexual nature onto PRH computer systems; and
- Retaliating against an employee for making a complaint in good faith or participating in an investigation involving harassment in good faith.

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.
including independent contractors, and those employed by companies contracting to provide services in
the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or
anyone in the workplace including an independent contractor, contract worker, vendor, client, customer,
author or visitor. Because our work environment exists beyond the PRH offices, the prohibition against
harassing behavior extends to any situations or events sponsored by PRH, including PRH social events,
and publishing industry or other work-related events where employees are in attendance on behalf of
PRH.

All employees, interns, and non-employees who are contracted to provide services to PRH in the
workplace, must comply with this policy and take appropriate measures to ensure that such conduct does
not occur. Individuals who engage in acts of sexual harassment may be subject to civil and criminal
penalties.

Other Types of Harassment

In addition to sexual harassment, it is a violation of PRH’s policies to engage in conduct that is harassing
or disparaging of, or offensive to, any employee on account of that employee’s membership in a
Protected Class.

It is also a violation of PRH’s policies to engage in abusive conduct, bullying, or aggressive behavior
towards employees for any reason, regardless of whether employees are members of a Protected Class.

All employees must comply with this policy and take appropriate measures to ensure that such conduct
does not occur. Employees who have been found to have engaged in such conduct may be subject to
discipline, up to and including termination, and may be subject to civil and criminal penalties.

Consensual Relationships

Penguin Random House’s policies do not prohibit consensual relationships between employees.
Nonetheless, these kinds of personal relationships between employees can affect the workplace
environment. In order to avoid negative impact on the workplace or potential misunderstanding,
employees must disclose the existence and/or termination of a consensual workplace relationship to
Human Resources in the following instances: 1) if the employees are in the same line of reporting (i.e.
one employee directly or indirectly supervises another); 2) if one employee has or may have the ability or
perceived ability to influence the work environment, career advancement, or project assignments of the
other, regardless of whether they work in the same or different team, department or division; or 3) if the
existence of the relationship could create a perception of favoritism or bias in employment decisions or
discomfort among other employees on the team. In certain instances, remediation, such as a change in
reporting, may be required. This disclosure requirement is without regard to employees’ relationships with
people outside the company (i.e. spouses or significant others). PRH’s priority is to maintain a respectful
workplace, not to take any position on the propriety of relationships.

If you are involved in a consensual workplace relationship, that meets the requirements described above,
you are required to inform your HR Generalist or the EVP of Human Resources.

Reporting Procedure

PRH is required by law to investigate and respond to all complaints regarding potential violations of this
policy. In order to preserve employees’ privacy and ensure employees concerns are fully addressed, PRH
offers several channels for reporting such complaints.

Any employee who believes they have been subject to conduct in violation of this policy (or who
witnesses or learns about such conduct), including by another employee, a member of management, a

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual
harassment. Each claim of sexual harassment will be determined in accordance with existing legal
standards, with due consideration of the particular facts and circumstances of the claim, including but not
limited to the existence of an effective anti-harassment policy and procedure.
customer, a vendor, an author or a visitor, should report such conduct immediately to their manager, department head or division head, or to a Human Resources representative.

Employees may report verbally or by filling out a complaint form and submitting it to ReportHarassment@penguinrandomhouse.com or send it via interoffice mail to their HR Generalist. All complaint forms will be reviewed by PRH Legal and Human Resources. Employees are encouraged, but not required to use this complaint form. Employees who are reporting harassment on behalf of other employees may use this complaint form as well.

Employees wishing to report potential violations of this policy anonymously can contact the Ombudsperson, Dina Jansenson at +877-278-0303 or ombuds2@DiscussConcerns.com. Employees should be aware, however, that although PRH provides anonymous reporting channels, we may not be able to fully investigate an anonymous report due to the inability to speak with the person making the report.

Managers and supervisors are required to communicate to Human Resources any complaint of harassment from an employee, regardless of whether it is a “formal” or “informal” complaint and regardless of whether the employee has requested that the concerns be maintained in confidence. PRH will always respect the privacy of employees, and will investigate all complaints discreetly, but thoroughly, as required by our policies and the law.

In addition to being subject to discipline if they engaged in harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Harassment

All complaints or information about suspected harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible. PRH may, at its discretion, engage an outside firm to investigate a complaint. An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough.

The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected harassment. Employees who participate in any investigation will not be retaliated against.

HR or an outside firm, if applicable, will conduct investigations in accordance with the following steps:

• Upon receipt of complaint, conduct an immediate review of the allegations, and take any interim actions, as appropriate. If an employee has not completed the Complaint Form, HR will complete the form based on the oral reporting.

• If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.

• Request and review all relevant documents, including all electronic communications.

• Interview all parties involved, including any relevant witnesses.

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.
ANTI-HARASSMENT POLICY AND REPORTING PROCEDURE (cont’d)

• Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  • A list of all documents reviewed, along with a detailed summary of relevant documents;
  • A list of names of those interviewed, along with a detailed summary of their statements;
  • A timeline of events;
  • A summary of prior relevant incidents, reported or unreported; and
  • The final resolution of the complaint, together with any corrective actions action(s).

• Keep the written documentation and associated documents in the employer’s records.

• Promptly notify the individual who complained and the individual(s) who responded of the final determination and implement any corrective actions identified in the written document.

• Inform the individual who complained of their right to file a complaint or charge externally as outlined below.

No Retaliation

Retaliation or reprisal against an employee who reports an alleged violation of this policy in good faith or who provides information in any investigation related thereto in good faith is strictly prohibited and shall constitute a violation of this policy.

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation. Such retaliation is unlawful under federal, state, and local law.

The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

• filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
• testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
• opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
• complained that another employee has been sexually harassed; or
• encouraged a fellow employee to report harassment.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by PRH but is also prohibited by state, federal, and, where applicable, local law. Aside from the internal process at PRH, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.
ANTI-HARASSMENT POLICY AND REPORTING PROCEDURE (cont’d)

Complaining internally to PRH does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney’s fees and civil fines.

DHR’s main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, www.dhr.ny.gov Contact DHR at (888) 392-3644 or visit www.dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR’s regional offices across New York State.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Employees in locations outside of New York should contact their applicable state or provincial agencies.

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY), visiting their website at www.eeoc.gov or via email at info@eeoc.gov

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.
If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

PRH does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of an employee’s duties. Accordingly, to the extent permitted by law, PRH reserves the right not to provide a defense to, or pay damages assessed against, employees for conduct that violates this policy.
EMAIL AND ELECTRONIC RESOURCES POLICY

This policy covers all employees of Penguin Random House and its subsidiaries in the U.S. (the "Company") and sets forth the specific conduct the Company requires of all of its employees and independent contractors\(^1\) when transmitting messages over the Company's email system (i.e., any email sent to or from your Company-issued email address).

This policy also applies to your use of the Company's electronic resources. Electronic resources include all equipment, systems or networks provided by the Company, including desktop computers, laptop computers, tablets, mobile devices, telephones, voicemail, email, Company networks, Internet access (including Wi-Fi), remote access (e.g., access through Cisco AnyConnect), computer operating systems, software and storage media, and printers and copiers.

This policy replaces all previous Company email and other electronic resources policies, and supplements the Penguin Random House Code of Conduct.

COMMUNICATIONS THAT MAY EXPOSE THE COMPANY TO LEGAL RISK

In litigation it is common for one party to seek "discovery" of the other, which means that when the Company is involved in litigation, it is required to turn over any evidence that could be reasonably related to the claims at issue in the case. The discovery request is usually very broad, and ALWAYS includes emails. This means that every email you write, including emails sent from your personal email account (e.g., Gmail), could potentially be made part of a court record and read by the public, as well as the judge and the parties to the litigation. In addition to email, your postings on social media, texts and instant messages may be discoverable if relevant to the litigation. Be mindful at all times that these electronic communications could subject both you and the Company to liability.

From time to time the Legal Department may initiate a Legal Hold that requires certain employees to preserve documents (including email and other electronic communications and files) for the purpose of a lawsuit, investigation, or other legal process (or in reasonable anticipation thereof). At such time, affected employees will receive instructions via email on how to comply with the Legal Hold and these instructions will supplement and supersede this policy.

CONFIDENTIAL INFORMATION

Confidential Information may include, without limitation, confidential records, reports, contracts, financial and personnel data, embargoed material, earnings, forecasts, software programs, sales figures or market share information, strategies or policies on pricing, sales or marketing, new business plans or products, and any of the Company's information pertaining to ongoing confidential publishing projects, claims and litigation matters. Such information may appear in many forms (digital, physical, oral) and is not for external release, or widespread internal dissemination. It should be shared only with those with a specific business need to know. If you are uncertain about how to handle information that may be confidential, talk to a supervisor.

Confidential Information should never be transmitted or forwarded to outside individuals or companies not expressly authorized to receive that information and should not even be sent or forwarded to other users inside the Company who do not have a business need to know the information. Always use care in addressing email messages containing Confidential Information, double-checking to make sure that messages are not inadvertently sent to the wrong email addressee, whether inside or outside of the Company. Always review all contents in an email thread to make sure that no part of the thread contains any Confidential Information that is not intended to be seen by the recipient.

Also, when using email distribution lists, exercise care to make sure that all addressees are appropriate recipients of the Confidential Information. Distribution lists are not always kept current and individuals sending Confidential Information to such lists should always take measures to ensure that they are up-to-

\(^1\) In addition to employees, this policy also covers independent contractors who are providing services to the Company, when they use the Company's email system or are otherwise given access to any of the Company's electronic resources (as described below). In such cases, all references in the policy to "you" or, generally, to "employees" should be read to include such independent contractors as well.
EMAIL AND ELECTRONIC RESOURCES POLICY, cont’d

date. Refrain from routinely forwarding messages containing Confidential Information to multiple parties, unless there is a clear business need to do so. In general, any correspondence between you and the Legal Department should not be forwarded outside the Company without express permission, as doing so may reveal Confidential Information or compromise what might otherwise have been an “attorney client privilege.” Please consult with the Legal Department if you have any questions about this.

You must report immediately any breach or suspected breach of confidentiality with respect to Confidential Information to the IT Service Desk. A breach of confidentiality occurs when an unauthorized person obtains access to Confidential Information, when Confidential Information has been lost or stolen or when any computer or other device, whether Company-provided or personally owned, that stores Confidential Information, has been lost or stolen.

PRIVACY AND RETENTION OF ELECTRONIC COMMUNICATIONS AND FILES

As a condition of your employment or retention, you waive any right to privacy with respect to your use of the Company’s electronic resources, whether for business or personal purposes. The Company specifically reserves the right to monitor, access, review, copy or delete all electronic communications or files sent, received, or stored on the Company’s or any of Company’s service providers’ facilities (including email) for any purpose, and to disclose them to any party (inside or outside the Company) as it deems appropriate, without notice to any of the parties to the communications.

For security reasons, do not store personal files that may include personal or sensitive information (e.g., passport copies, medical and financial records) on shared drives or file servers (including Company-provided cloud file servers).

Please note that the Company continually archives each employee’s Company email mailbox. All messages sent or received, whether or not placed in folders, and even if immediately deleted by you or deleted a second time when you empty your Deleted Items folder, may be retained by our email system and become part of the Company’s permanent archive until permanently deleted by the Company. In addition, when an employee leaves the Company, the Company will preserve the departed employee’s electronic files, generally for several years. After such time, the Company will delete and purge the departed employee’s electronic files, unless it is required to keep such files for legal or other business reasons.

ADDITIONAL EMAIL GUIDELINES

Security of Email

Incoming email presents substantial and ever-changing opportunities for malicious attacks on the Company’s electronic resources. In addition to following the network security measures described below, it is advisable to be generally suspicious of email sent from someone you do not know. You should also be suspicious of email sent from you someone you do know if the content seems out of the ordinary (i.e., if an email is not from an expected email address or contains content unlikely to have been sent by the sender). Do not open such suspicious emails or reply to them. Do not click on any links within a suspicious email or on email attachments that are links to websites or files if you were not expecting to receive them or are not absolutely certain about their origin. Either delete the message immediately or call the IT Service Desk for further instructions.

Email Best Practices

- Be careful about using the “reply all” function. Sending a message to an inappropriate wide audience is inefficient and may cause annoyance or, at worst, a breach of confidentiality. Confirm that you are not a “bcc” before you use the “reply all” function.
- Be sure that the “auto-complete” function has added the correct addressees to your email. If you wish, you can disable this feature in Microsoft Outlook (search “turn off auto-complete list name suggestions” in Microsoft Outlook Help).
• Always check your addressees before clicking “send.” As noted above, Confidential Information should be sent only to intended recipients.
• Be judicious with broadcasting messages to a large group of addressees. Not all messages need to be sent throughout the entire organization. As an example, announcements regarding new hires should generally be transmitted only to individuals who will deal directly with a particular new employee. If an employee has an announcement that must go out to the entire Company, please contact your Human Resources generalist before sending it.
• Do not copy and/or transmit any documents, software, or other information protected by copyright laws unless you have specific authorization to do so.
• Review all contents in an email thread before clicking “send.” If the full thread is unnecessary or inappropriate, it is advisable to delete the surplus content. Be especially careful to check the contents of a thread before forwarding it to a new addressee.
• Do not forward emails containing communications with the Legal Department without express permission.
• Note that emails accepting business terms from a third party, in some cases, may constitute binding contracts. Be mindful of this when negotiating any business transaction with third parties over email.

Email Etiquette

We expect every employee to apply the same standards of personal and professional responsibility and decorum to Company email as you would to any other aspect of your business activities – were they conducted in print, on the telephone or face-to-face. See our Social Media Policy for additional information on this subject.

Please bear in mind that email messages may be read by someone other than addressee(s) and may even someday have to be disclosed to outside parties or a court in connection with litigation. Accordingly, please be sure that messages are courteous, professional and businesslike and always be mindful of how your messages could be construed (or misconstrued) in the unlikely event that they become relevant to a future dispute or inquiry.

USE OF ELECTRONIC RESOURCES

The Company’s electronic resources (defined above) are provided for business purposes. The Company recognizes, however, that use of its electronic resources for personal matters may be necessary at times. It is important that such uses are limited, do not interfere with your job responsibilities, and do not unduly burden the Company’s resources. Any personal uses of the Company’s electronic resources are at your own risk.

Using the Company’s electronic resources for any activity that is illegal or in violation of this policy or any other Company policy is strictly prohibited. In addition, you may not use the Company’s electronic resources to do any of the following:
• Threaten or harass others, or otherwise communicate in a manner that is hateful or offensive to recipients, or in a manner prohibited by the Code of Conduct, the Company’s Social Media Policy or similar Company policies
• Conduct any injurious, unethical or illegal activity, including copyright infringement or defamation
• Circumvent or attempt to circumvent the security features of the Company’s electronic resources
• Access (including browsing) any sexually-oriented or other similar “adult” websites, or any websites for purposes of gambling or engaging in any illegal activity
• Conduct any ongoing non-Company business or engage in any personal use of the Company’s electronic resources for commercial gain or private profit
EMAIL AND ELECTRONIC RESOURCES POLICY, cont’d

OWNERSHIP

All electronic resources provided by the Company are the property of the Company. With respect to your Company email account, the Company is the owner of your account and email address, and is the owner of all rights, including copyrights, to the content of any email messages, including all attachments, transmitted by you or sent to you on the Company email system.

NETWORK SECURITY

The security on each individual network account is only as good as the employee’s own passwords. If your network password is easy to discover, then your account (including email) can easily be accessed by anyone with that intention. In all cases, employees must conform to password security requirements provided by IT.

You are responsible for any network activity conducted under your username and password, whether in the office or via remote access. Do not reveal any passwords that are used to access the Company’s electronic resources, and take care not to post any passwords in any place that is accessible by others. Use of laptops or mobile devices can present a security risk if they are left unattended, and should be configured with password protection. You must report immediately to the IT Service Desk any attempted or actual unauthorized access of the Company’s electronic resources.

VIOLATIONS OF POLICY

Any violation of any provision of this policy may subject an employee to disciplinary action, up to and including termination of employment. This policy should be read and adhered to in conjunction with the Penguin Random House Code of Conduct and all other current Penguin Random House policies in effect when the conduct at issue is being considered. Should you have any questions about this policy, or about this policy in relation to any overlapping Company policy, please contact your Human Resources generalist.
EMPLOYEE CLASSIFICATIONS

All employees fall within one of the following classifications:

Regular Full-time: Employees who regularly work at least thirty-five (35) hours per week and are eligible for Company benefits.

Regular Part-time: Employees who regularly work at least twenty (20) hours but fewer than thirty-five (35) hours per week and are eligible for prorated paid time off as well as other Company benefits, according to the policies governing those benefits.

Part-time: Employees who regularly work less than twenty (20) hours per week and are not eligible to receive Company benefits.

Temporary: Workers, including interns, hired either part-time or full-time for a specified, limited period of time, or for a specific purpose and a limited period of time, and are not eligible to receive Company benefits. Temporary employment is for a period of time which generally does not exceed twelve (12) months.

In addition to the above classifications, all employees are categorized as either “exempt” or “non-exempt” pursuant to federal, state, and city wage and hour laws.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. During his or her employment, management will inform the employee of any change to any of their classifications listed above.

Regardless of employee classification as discussed in this policy, all employment at Penguin Random House is at-will (unless otherwise specified), and may be terminated by the Company or by the employee at any time, for any reason, with or without notice. Please also see Employment at Will.
EMPLOYMENT TERMINATION POLICY

EMPLOYMENT AT WILL
Penguin Random House operates in states where employment is “at-will.” In these states, the law says that either the employee or the Company may terminate their employment relationship at any time, for any reason, with or without notice.

These employment policies, and any other written materials that employees may receive from the Company concerning their employment, are not a contract of employment.

No one in the Company has the right, either express, implied or apparent, to enter into employment agreements without the express approval of the Company’s CEO and Legal Department.

SEVERANCE PLAN
Some terminating employees may be eligible for severance under the Penguin Random House Severance Plan (the “Plan”). The purpose of the Plan is to provide financial support and continuation of certain benefits, for a pre-determined time, to eligible employees of Penguin Random House LLC.

For more information, please refer to the Severance Plan Highlights or for a full description of Plan details, please refer to the Severance Plan (located within the Penguin Random House Summary Plan Descriptions on the PRH ebenefits website).

DISABILITY
Penguin Random House provides short-term and long-term disability benefits under the Penguin Random House Disability Plan (the “Plan”) to regular full-time employees and regular part-time employees who work at least twenty (20) hours per week. For a full description of Plan details, please refer to the Disability Plan (located within the Penguin Random House Benefits Summary Plan Descriptions on the PRH ebenefits website).

If you have been on short-term disability (STD) for twenty-six (26) weeks and are unable to return to work, you are eligible to transition to long-term disability (LTD) under the terms of the LTD Plan. At that time, Penguin Random House may move to fill your position. You will, however, remain employed for a period of time and you will remain on LTD benefits as long as you continue to be disabled under the terms of the LTD Plan.

If, within the first twenty-six (26) weeks of the LTD period, you are able to return to work, but the Company is unable to offer you a comparable position, you will be eligible for severance in accordance with the Severance Plan.

After twenty-six (26) weeks of LTD leave, or when you are no longer eligible for LTD benefits (if less than twenty-six (26) weeks), and you are unable to return to work, the Company will initiate a disability termination and all unvested benefits will end.
FLEXIBLE WORK ARRANGEMENT (FWA) POLICY

Penguin Random House acknowledges and appreciates the value of flexibility and adaptability in the workplace and is pleased to set forth our Flexible Work Arrangement (FWA) Policy.

If you are interested in exploring options for participating in the FWA program, we encourage you to speak with your manager. We recommend that managers keep an open mind about those proposals, and at the same time we ask employees to understand that certain jobs and roles might not be suited to these kinds of arrangements. Please refer to the FAQ's below which include some questions and considerations that may be helpful in navigating this topic.

Flexible Work Arrangement Options:

1. **Flextime** – varying the start and stop times of the standard workday (must include current unpaid meal period)
2. **Remote Work (RW)** – working in a location apart from the company’s offices for one or more days per week
3. **Combination** – Flextime and Remote Work

The documentation process described below is only applicable to those who wish to regularly work a Flexible Work Arrangement. For those making an occasional, as-needed request, an informal conversation between manager and employee is appropriate.

Policy details:

- Permissible models may vary on a departmental basis and will depend on departmental business needs as defined by the department leader.

- The policy applies to all employees immediately upon hire. Potential FWA may even be considered during the hiring process for new employees.

- In most cases, FWA will be agreed on for a one calendar year period. Employees wishing to continue or modify the existing arrangement beyond each calendar year must discuss this request with their manager and document the renewal. All FWA will automatically end on 12/31 of the respective year if an extension/modification for the next calendar year hasn’t been properly documented and filed as described below. Arrangements starting with the initial April 2019 offering period will be approved through 12/31/19 unless otherwise specified.

- FWA can be revoked by the company or manager at any time for any reason.

- There may be instances, due to business requirements, when an employee is expected to come into the office on an approved RW day or outside of their Flextime hours. However, we expect the company to make every effort to limit such requests.

- Flextime schedules should begin no earlier than 7:00am and end no later than 7:00pm.

- RW arrangements are not a substitute for child care or care for other dependents. Supervision for dependents must be organized for the day(s) on which the employee intends to work remotely.

- When working remotely, employees will work their regularly scheduled hours. Employees who work remotely are expected to be accessible for business communication per departmental practices and as if they were in the office.

- RW arrangements may have an impact on seating assignments and/or office designations and these designations may change at any time.
FLEXIBLE WORK ARRANGEMENT (FWA) POLICY, cont’d

• When considering a RW arrangement, please keep in mind that PRH does not supply or pay for landlines, cell phones, and/or internet connections to accommodate RW, nor does the company provide office supplies, technology, hardware or software beyond what has already been made available to you for your in-office use. Please refer to the Remote Technology Options on Igloo for further IT requirements.

• In most cases, to be eligible for RW, access to a PRH-issued laptop or your own personal computer at home is required. However, if you don’t have the necessary technical equipment to work remotely, we encourage you to speak with your manager or your HR generalist to discuss alternatives.

• When working remotely, employees are expected to maintain a safe and secure workspace. If working from your residence, it is recommended that you contact your insurance agents or carriers and inform them that you are working there. They may advise you of particular riders that should be added to existing insurance policies. You are solely responsible for obtaining and paying for any additional insurance that may be required or desired as a result of working from your residence.

• Be mindful that all PRH policies continue to apply regardless of your work location. Please refer to the policies in this guide for specific policy details.

• This PRH FWA policy supersedes all existing divisional and/or departmental policies related to working remotely. However, departments may have specific requirements or restrictions in addition to what is outlined in this policy.

• All FWA in existence prior to the adoption of this policy, regardless of how long they have been in place, must be documented according to the guidelines and processes set forth in this FWA policy.

Please talk to your manager if you are interested in FWA. Once a mutually acceptable model has been agreed upon, you must document your arrangement using the online form. The employee is responsible for initiating this process.

Please contact your HR Generalist with any questions regarding this policy and/or its application.

FAQ - For Those Applying for FWA

If working a Flextime schedule, are there restrictions on the hours I may request?
Flextime schedules should begin no earlier than 7:00am and end no later than 7:00pm. The scheduled workday must consist of the same number of hours for which you are regularly scheduled plus the existing unpaid meal time.

How many Remote Work (RW) days may I request to work each week?
There is no limit on the number of remote days you may request. However, in most roles there is value in, and need for, face to face interaction with colleagues. Therefore, we anticipate that most requests will be for 1 or 2 RW days per week.

Can I request a combination of Flextime and Remote Work?
It is possible for an employee to work a combination of the two options if appropriate within the department and for the role.

How do I apply for FWA?
First, you should have a conversation with your manager about your proposed arrangement. Once/if a FWA arrangement is agreed with your manager, it must be documented through the online form (see link FWA policy, above).
FLEXIBLE WORK ARRANGEMENT (FWA) POLICY, cont’d

Are all employees eligible to request FWA?
All employees are eligible to request or speak with their manager about FWA. However, we remind employees to understand that certain jobs and roles may not be suited to FWA. Permissible models will vary on a departmental basis and will depend on business needs as defined by the department leader.

How long do I need to be with PRH before I can request FWA?
The policy applies to employees immediately upon hire. However, individual departments may have their own guidelines based on departmental training needs, etc.

Is there a trial or probationary period after I start FWA?
There is no formal probation period. However, you and your manager are strongly encouraged to have a 3 month check-in meeting to review how your FWA is working for each of you.

Will I need to renew my FWA?
In most cases, FWA are agreed for a one calendar year period. Renewals will take place each January. Employees may also request an arrangement for less than a year. Additionally, it must be noted that the company or your manager may discontinue your FWA arrangement at any time for any reason.

Why is this program being offered now?
Flexible Work Arrangements, both formal and informal, have existed in parts of the company for many years. This new policy and formalized program establish a uniform process for requests and review and will allow the company to track and evaluate usage and trends.

I have been doing Flextime hours or RW for years. Why do I have to document it now?
Having all FWA documented allows PRH to track and evaluate usage and trends in order to inform future policy changes and enhancements as well as the scheduling of company programs and events.

Here are some questions to consider before requesting FWA:
- How much in-person contact does my role require? At what times of the day?
- Do I need to be available to customers and/or other employees who come into the office or who are located there?
- Do I work as part of a team that requires physical presence for the success of that team and/or organization?
- How may my physical absence affect the department and its ability to meet goals?
- Are there certain business hours I need to be reachable?
- Does my role or any part of it support other employees (or the department or company) in a way that a physical office presence is required (e.g. taking notes a planned and unplanned meetings; in-person meeting preparation, etc.)?
- Does my department require in-person coverage for day-to-day workflow?
- How will my FWA impact other individuals in the department and how might this be overcome/mitigated?
- Do I prefer working alone or face to face/collaboratively?
- Will I be comfortable working away from my team/department?
- Will I be less effective due to distractions working outside of the office?
- Do I require a structured environment to maintain productivity?
FLEXIBLE WORK ARRANGEMENT (FWA) POLICY, cont’d

FAQ - For Managers of Those Applying for FWA

How many Remote Work (RW) days may someone request to work each week? How many may I approve?
There is no limit on the number of remote days one may request. However, in most roles there is value in, and need for, face to face interaction with colleagues. Therefore, we anticipate that most requests will be for 1 or 2 RW days per week. You, with input from your department head, may approve as many or as few days that make sense depending upon departmental needs.

If someone is requesting Flextime, are there specific hours they must work?
Flextime schedules should begin no earlier than 7:00am and end no later than 7:00pm. The scheduled workday must consist of the same number of hours for which you are regularly scheduled plus the existing unpaid meal time.

Can an employee work both Flextime and Remote Work?
It is possible for an employee to work a combination of the two options if appropriate within the department and for the role.

Are all employees eligible to request FWA?
All employees are eligible to request or speak with their manager about FWA. However, we remind employees to understand that certain jobs and roles may not be suited to working remotely or working a flexible schedule. Permissible models will vary on a departmental basis and will depend on business needs as defined by the department leader.

How long does someone need to be with PRH before requesting FWA?
The policy applies to employees immediately upon hire. However, individual departments may have their own guidelines based on departmental training needs, etc. Potential FWA arrangements may even be considered during the hiring process for new employees.

Is there a trial or probationary period after an employee starts FWA?
There is no formal probation period. However, you are strongly encouraged to have a 3 month check-in meeting with your employee to review how the FWA is working for each of you.

Will my employee need to renew their FWA?
In most cases, FWA are agreed for a one calendar year period. Renewals will take place each January. Employees may also request an arrangement for less than a year. Additionally, an employee’s FWA may be discontinued at any time. Please speak with your HR generalist before discontinuing an employee’s arrangement.

What if an employee asks for FWA and they are not performing well?
If your employee is having performance problems, those problems, and plans to correct them, should be discussed with them. If the FWA they request may further contribute to their performance problem or prevent a correction from successfully being made, the request may be denied and then revisited once the employee is in good standing with their job performance.

If I plan to deny an employee’s FWA request, do I need to let anyone know before doing so?
You should make your department head aware of all requests and your plans to approve or not. If possible, you may suggest another option or compromise that will work for the department. Please also use your HR generalist as a resource when considering requests and when communicating those decisions.

Why is this program being offered now?
Flexible Work Arrangements, both formal and informal, have existed in parts of the company for many years. This new policy and formalized program establish a uniform process for requests and review and will allow the company to track and evaluate usage and trends.
I have employees who have been doing Flextime hours or RW for years. Why do we have to document it now?
Having all FWA documented allows PRH to track and evaluate usage and trends in order to inform future policy changes and enhancements as well as the scheduling of company programs and events.

Here are some questions to consider when reviewing a FWA request:
- How much in-person contact does the role absolutely require? At which times of the day?
- Does this role need to be available in person to customers and/or other employees who come into the office or who are located there?
- Does this role work as part of a team that requires physical presence for the success of that team and/or organization?
- Are there certain business hours my department members need to be reachable?
- How may a physical absence affect the department and its ability to meet goals?
- Does this role or any part of it support other employees (or the department or company) in a way that a physical office presence is required (e.g. taking notes a planned and unplanned meetings; in-person meeting preparation, etc.)?
- Does my department require in-person coverage for day-to-day workflow?
- How will this FWA arrangement impact other individuals in the department and how can this be overcome/mitigated?
- If the original proposal will not work well for the department, is there another arrangement that would work?
INTERNAL RECRUITMENT AND MOBILITY POLICY

Penguin Random House is committed to fostering internal talent and to making the best use of the skills and experience of its employees.

If you are interested in exploring internal job opportunities, please visit www.careers.penguinrandomhouse.com.

Positions are posted internally for five (5) business days before an offer can be made. Positions can be posted internally and externally simultaneously.

FAQ’s

How do I apply for an internal position?
You can apply directly through the posting on the appropriate careers site. Once you’ve submitted an application for the position, please contact your HR Generalist. Your Generalist will confirm your eligibility and connect you with the appropriate recruiter who will outline the position, conduct an initial interview, and discuss compensation.

Are all open positions posted internally?
Management reserves the right to make rare exceptions to this or to fill openings without posting if extraordinary, confidential, legal, or operational requirements exist.

How do I know if I’m eligible to apply for internal positions?
To apply for an open internal position, you must have been employed in your current department for at least one (1) year and have a satisfactory performance record for one (1) year prior to application. Your qualifications and experience must also satisfy the minimum requirements of the new position. If you have any questions regarding your eligibility, please contact your HR Generalist.

If I’m interested in moving forward with the interview process after my initial interview with HR, what are the next steps? This process is facilitated through your HR Generalist, who will forward your resume to the hiring manager and based on the hiring manager’s interest, will communicate any next steps regarding an interview with you directly. You should not contact the hiring manager directly, nor should hiring managers reach out to current employees about open positions.

When do I have to inform my supervisor that I’m interviewing?
After your interview with HR, but before interviewing with the hiring manager, you must inform your supervisor. It is your responsibility to tell your supervisor that you are interviewing for an internal position.

When should I inform my supervisor that I’ve received an internal offer for a new position?
We encourage you to keep your supervisor informed throughout this process, and you should tell your supervisor about an internal offer before officially accepting the new position.

What can I expect during the transition period?
If you accept an internal offer you can expect a four (4) week period before you transfer to your new position. Exceptions may be made if both the hiring manager and your current supervisor agree to a shorter or longer time frame or if your replacement is hired sooner.
SEVERE WEATHER POLICY/NOTICE OF OFFICE CLOSING (For NYC employees only)

Penguin Random House’s New York City offices remain open for business in all but the most extreme circumstances. In the unlikely event of an official closing, employees will not be expected to come to work, but will be encouraged to work remotely, if possible.

If Penguin Random House does not announce a closing, all employees will be expected to make their best efforts to come to work. However, you should exercise caution and use your judgment in determining whether you can commute safely to the office. If transportation is not available in your area or if roads are hazardous, you will not be required to use your paid time off (vacation or personal day) if you are unable to come to work.

Employees who are unable to come to work must notify their manager of their individual situation.

If while at work weather conditions deteriorate, the company may decide to close early. In such cases, an email announcement will be made during the work day. If the company does not decide to close early and you feel that your commute home may be significantly impacted, you should discuss the possibility of leaving early with your supervisor. Employees will not be required to use paid time off in either of these situations.

Employees who enter their time in the time management system and are unable to work remotely should classify any time not worked by using the “severe weather” pay code.

EMERGENCY HOTLINE
We have set up a Penguin Random House NYC Emergency Hotline Number where you will be able to access a recorded message providing you with the status of the company’s operations. If necessary, the message may be building specific and will be updated as conditions warrant. Please be sure to keep the Emergency Hotline Number in an easily accessible place.

Penguin Random House NYC Emergency Hotline Number: 1-800-278-9912

It is important to note that Igloo will be the primary source of communication during a severe weather event, but depending on the circumstances, we may also communicate via email or other channels as needed.

REMOTE RESOURCES
If severe weather is forecast, employees should discuss with their manager in advance the possibility of working remotely. Of course, the best advance preparation for doing this would be to think about what work-related material you can take home with you, what projects you can work on, and how to access the me.prh.com mobile workspace, which will give you access to your mail, MyHouse, WebEx, Igloo, and much more. Details and descriptions of the me.prh.com platform, its features, and how they work can be found in the User Guide.

Another resource employees can use in order to work from home is GoToMyPC, which provides a direct connection to your office PC or Mac. This program is accessible from your home PC, Mac, or laptop, or a computer at a friend or relative’s home. GoToMyPC can only be installed on an as requested basis and with the approval of your supervisor. The installation process must happen while you are in the office so you will need to contact the IT Service Desk to schedule the install prior to your being out. If you feel that the GoToMyPC solution may be a good fit for you, we request that you not wait until the day before a major storm announcement to schedule the installation.

For more information on remote work resources, please visit the remote work page on Igloo.

You can also contact the IT Service Desk at ITServiceDesk@penguinrandomhouse.com or 86-4600 (internal) / 800-235-5940 (external).

If you have any questions about this policy, please contact your HR Generalist.
NYC GENDER DISCRIMINATION POLICY (For NYC Employees only)

In accordance with New York City law, Penguin Random House prohibits unlawful discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual’s actual or perceived sex, including gender identity, self-image, appearance, behavior, or expression, regardless of whether the individual’s gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the legal sex assigned to that individual at birth. Penguin Random House is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities, and general treatment during employment.

In furtherance of this policy:
- Penguin Random House allows employees to self-identify their names and genders and does not limit such identifications to male and female.
- All employees and other individuals have access to single-sex facilities consistent with their gender identity or expression.
- Penguin Random House evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination should contact their HR Generalist. Penguin Random House prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.
Pursuant to New York City law, employees have a right to request access to a lactation room for purposes of expressing breast milk.

The Company will provide a lactation room to such employees, unless doing so would impose an undue hardship on the Company. If doing so poses an undue hardship to the Company, the Company will engage in a cooperative dialogue with the employee to discuss reasonable alternatives with the employee in an attempt to accommodate the employee’s needs.

For purposes of this policy, the term lactation room means a sanitary place, other than a restroom, that can be used to express breast milk shielded from view and free from intrusion and that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship, the Company will provide (i) a lactation room in reasonable proximity to the employee’s work area and (ii) a refrigerator suitable for breast milk storage in reasonable proximity to such employee’s work area. If the room designated by the Company to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while an employee is using the room to express breast milk. While an employee is using the room to express milk, the Company will provide notice to other employees that the room is given preference for use as a lactation room.

An employee at 1745 Broadway may submit a request for a lactation room by contacting Laura Mullahy, the Health Unit Nurse, at lmullahy@penguinrandomhouse.com. Employees located at 1450 Broadway may request a room by emailing Alice Monteverdi in the DK Sales Administration department at alice.monteverdi@dk.com. The Company will respond to such requests within five (5) business days. If two or more employees need to use the lactation room at the same time, the Company will look at other options, including but not limited to, finding an alternative clean space free from intrusion.

The Company will provide a reasonable amount of break time each day for an employee to express breast milk pursuant to section 206-c of the labor law.

The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to your HR Generalist.

Please contact your contact your HR Generalist with any questions regarding this policy.
PAY TRANSPARENCY POLICY STATEMENT

Penguin Random House LLC will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Penguin Random House’s LLC legal duty to furnish information. 41 C.F.R. 60-1.35(c)
PREGNANCY ACCOMODATION ACT (For Colorado employees only)

In compliance with Colorado law (Colo. Rev. Stat. § 24-34-402.3 et seq.), the Company will not discriminate against an applicant or employee because of pregnancy, childbirth, or related conditions. If an applicant or employee requests a reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the Company's business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for the employee for conditions related to pregnancy, physical recovery from childbirth, or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food, and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require an applicant or employee affected by pregnancy, physical recovery from childbirth, or a related condition to accept an accommodation that she chooses not to accept if she did not request an accommodation or if the accommodation is not necessary for the applicant or employee to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit her to continue working.

The Company reserves the right to require an applicant or employee to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against a pregnant employee who requests or uses a reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition. The Company will not deny employment opportunities to an applicant or employee based on the need to make a reasonable accommodation related to the applicant's or employee's pregnancy, physical recovery from childbirth, or a related condition.

Please contact your HR Generalist with questions regarding this policy.
PURCHASE AND SALE OF BOOKS AND OTHER COMPANY PRODUCTS POLICY

Regular full-time and regular part-time employees are eligible to purchase Company books and products at a discount, subject to the following restrictions:

Employees may purchase items from the Company, including but not limited to books, only for their own personal use, or to give as personal gifts. Employees may not resell, cause or help others to resell, or participate in any way in reselling, any books or other products purchased from the Company. This policy is also applicable to books or products that employees receive for free or can access at no cost, including but not limited to: the free book program, the new arrivals program, and “take pile”.

Employees who violate the terms of this policy will be subject to disciplinary action up to and including termination.
It is the policy of the Company that separation pay may be granted to separated employees under certain limited circumstances as described in the Penguin Random House Severance Plan (the “Plan”). The purpose of the Plan is to provide financial support and continuation of certain benefits, for a pre-determined time, to eligible employees. This is a summary of those benefits. For a full description of Plan details, please refer to the Severance Plan (located within the Penguin Random House Summary Plan Descriptions on the PRH ebeneffits website).

Employees may be considered eligible for full or prorated separation pay if they are regular full-time or regular part-time employees and employment is involuntarily terminated by the Company Without Cause as defined in the Plan.

If a Participant is entitled to a Severance Benefit, the amount will be based upon length of actual service according to Participant’s Hire Date or Adjusted Service Date, using the following guidelines:

**BASE BENEFIT**

All Participants entitled to a Severance Benefit will receive a Base Benefit equal to the following:

- 2 weeks of Participant’s Weekly Base Compensation for each Year of Service up to a maximum Base Benefit of eighteen (18) months of Participant’s Weekly Base Compensation.
- Partial Years of Service up to the date of termination will be pro-rated.

**SUPPLEMENTARY BENEFIT**

An Eligible Employee with the title of Vice President, Senior Vice President or Executive Vice President (or such position that the Committee, as defined in the Plan, at its sole discretion, deems to be equal to the level of Vice President, Senior Vice President or Executive Vice President) will receive an additional Supplementary Benefit equal to the following:

- 1 week of Participant’s Weekly Base Compensation for each Year of Service up to a maximum Supplementary Benefit of twenty-six (26) weeks of Participant’s Weekly Base Compensation.

A Participant may elect either one of the following options with regard to payment of the Base Benefit, and the Supplementary Benefit, if any, provided that such election is made on the form provided by Human Resources and such election is received by Human Resources by the date the Participant signs the required Agreement and General Release.

- One time, lump sum payment; or
- Salary continuation

A Participant who elects salary continuation as the payment option may elect COBRA continuation coverage in accordance with applicable law at a reduced (company-subsidized) rate during the period of time the Base Benefit is paid (the "Base Benefit Period), as follows: The Company will pay a portion of the COBRA premium equal to the Company share of the applicable premium for active employee coverage and the Participant will pay the Participant share of the applicable active employee rate plus the applicable COBRA administrative charge of 2%. After expiration of the Base Benefit Period, the Participant will be responsible for paying the full monthly premium, including the 2% administrative charge, for the remainder of any coverage period available under COBRA. Premiums during the Base Benefit Period will be based on applicable active employee rates in effect at the applicable time.

A Participant who elects a one time, lump sum payment as the payment option may elect COBRA continuation coverage in accordance with applicable law at the full COBRA rate without reduction by the company subsidy, as follows: The Participant will pay the full monthly COBRA premium rate, including the 2% administrative charge, for the entire period of COBRA continuation coverage.
SEVERANCE PLAN HIGHLIGHTS (cont’d)

RE-EMPLOYMENT BY THE COMPANY

In the event a Participant who is receiving or has received a Severance Benefit becomes re-employed or engaged (including as a Leased Employee, Independent Contractor, Part-Time Employee, or Temporary Employee) during the Severance Benefit period (whether paid as salary continuation or in a single sum) by the Company, either of its parents, a joint venture partner of any of the foregoing, or any affiliate or subsidiary of the Company or of any successor company, he or she will forfeit the right to receive any further Severance Benefits effective as of the date the re-employment (or rendering of services) commences. If the Severance Payment was paid in a single sum, then as a condition of re-employment (or payment for rendering of services as set forth above), the Participant shall reimburse the Company for the amount of Severance Payments previously paid that exceeds the Weekly Base Compensation multiplied by the number of weeks between the Participant’s Termination Date and the date of re-employment or engagement. A former Employee is required to notify either the Executive Vice President, Chief Human Resources Officer or the senior-most head of the Penguin Random House Generalist function (Vice President level) immediately upon accepting any offer of employment or engagement (including but not limited to employment as a Leased Employee, Independent Contractor, Part-Time Employee, or Temporary Employee), or any other offer of payment in connection with the rendering of services from the Company, either of its parents, any joint venture partner of any of the foregoing, or any affiliate or subsidiary of the Company or from any successor to the Company.

These Plan Highlights are supplied for your convenience. In all cases, the actual terms of the Penguin Random House LLC Severance Plan will apply.
SOCIAL MEDIA POLICY

Penguin Random House relies on social media to spread the word about our authors, books, events, products, and more. We strongly encourage our employees’ engaged, responsible, and proper use of Penguin Random House and personal social media accounts to help create public awareness of our authors, books, brands and content and to share the excitement we have about our publishing activities.

This Policy sets forth our expectations of our employees when they engage with social media and is effective immediately. It replaces all previous company social media policies and applies to Penguin Random House social media accounts, employees’ personal accounts, blogs, and other related sites, and covers all employees of Penguin Random House LLC, its subsidiaries and Penguin Random House Canada Ltd. (collectively “PRH”). (For guidance on other types of electronic correspondence such as email and instant messenger, please see the PRH Email and Electronic Resources Policy.)

GENERAL PRINCIPALS AND INFORMATION

• All other PRH policies, such as the PRH Code of Conduct and Human Resources policies, still apply to your actions on social media.
• Assume everything you post (including comments, responses, replies, and deleted posts) is public, as even “private” or “locked” accounts may be reviewed or made public by social media platforms.
• Follow the social media platforms’ (e.g., Instagram, Facebook, Twitter) terms and conditions.
• You are personally responsible for what you post online. Libel, privacy, copyright, false advertising, and other legal issues apply to your posts and such content could subject you or PRH to liability.
• You may not post PRH’s or any other party’s confidential information or any material that could violate financial disclosure rules. This includes, for example, any business decisions regarding book acquisitions, sensitive information regarding our authors, announcements about embargoed materials, consumer insights, and sales figures or market share information.
• Be honest, respectful and courteous and use sound judgment and common sense. Avoid postings that could be viewed as:
  ○ Malicious, libelous, obscene, abusive, or threatening
  ○ Discriminatory or could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or PRH policies
  ○ Disrespectful, harassing, bullying or intimidating to coworkers, customers, competitors, suppliers, partners or authors

COMPANY SOCIAL MEDIA ACCOUNTS

• Company social media accounts are accounts created for the purposes of marketing and promoting our publishing activities, brands or authors. When creating or sharing content on these accounts, please follow these additional guidelines:
  ○ You may not create a company account without supervisor approval.
  ○ The account, all content posted to it, and all passwords, log-ins, usernames, contacts, handles, and other information associated with the account are owned by PRH.
  ○ When posting on company accounts, you are representing and speaking on behalf of PRH. Personal views should be left out of created and posted content.
  ○ Never post on behalf of PRH or an author without authorization.
  ○ Usernames and passwords for company accounts must be kept strictly confidential.
  ○ At any time upon request, and prior to leaving PRH, you will provide PRH with the information necessary to access each company account that you managed.
  ○ When promoting or administering a contest, sweepstakes, or giveaway, always link to the official rules page that has been approved by the Legal Department.
  ○ Don’t delete user posts without proper grounds. Examples of proper grounds for deletion include posts that contain unlawful or offensive language. Do not censor if posts are just unfavorable to Penguin Random House or its books and authors (e.g., “I hate this book”).
SOCIAL MEDIA POLICY, cont’d

- When responding to complaints, exercise caution. If interactions with a user become contentious or appear to raise legal issues, consult with the Legal Department.
- Promptly alert Corporate Communications to inquiries from media outlets or high-level social media coverage of PRH-posted content.

Personal Social Media Accounts

- We encourage the use of personal social media accounts for positive, promotional work-related content, including posts drawn from shareable content on Igloo and PRH.com. When using your personal social media accounts, please follow these additional guidelines:
  - Do not use any PRH brand or other identifier that is similar to a PRH brand in your personal social media handle unless authorized by a supervisor.
  - If you identify as a PRH employee online, keep in mind that the content you post may be perceived as speaking on behalf of PRH, and you should make clear that any opinions are your own.
  - When posting to support work-related content, honesty is key. If you are working on a particular book or product release, or would like to support a campaign or promotion, disclose that you are an employee of PRH (by using #TeamPRH or another clear disclosure) within your post.

FINAL POINTS

- PRH may request that you remove any posts that are in violation of this Policy.
- Violation of this Policy may lead to disciplinary action up to and including termination.
- If you have any questions about this Policy, posting content on social media, interacting with the media, or participating in social responsibility campaigns, please contact Corporate Communications at corporatecommunications@penguinrandomhouse.com.
SMOKE-FREE WORKPLACE POLICY

Smoking, including the use of e-cigarettes and vaporizers, is prohibited at all times in all areas of our facilities, including private offices. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their concerns with their HR Generalist. Employees will not be subject to retaliation for reporting violations of this policy in good faith.
BEREAVEMENT LEAVE POLICY

Penguin Random House provides eligible employees with time off with pay if there is a death in your family. Please notify your supervisor as soon as possible if you will need this time.

If you are a regular full-time employee, you are eligible for up to three (3) days. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for up three (3) pro-rated days based on your regularly scheduled hours.

Bereavement leave must be taken within a reasonable amount of time from when the death occurred.
BLOOD DONATION LEAVE

Penguin Random House will provide employees who work at least twenty (20) hours per week up to three (3) hours of unpaid leave in any calendar year to donate blood. Additional leave, with or without pay, will be provided to the extent required and in accordance with applicable law.

Employees must provide their supervisor with reasonable notice of their intention to participate in a blood drive or give a donation. The Company fully supports the use of this leave to make a blood donation. We prohibit retaliation against an employee for requesting or using leave to donate blood.
FAMILY AND MEDICAL LEAVE ("FMLA")

Eligibility Requirements
Employees are eligible for FMLA if:
- At least fifty (50) or more employees are employed within a 75-mile radius of the employee’s work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1,250 hours within the previous twelve (12) months. *

Basic Leave Entitlement
The FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a “rolling” 12-month period dating back from the time the employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse*, son or daughter, or parent (but not in-law) who has a serious health condition; and/or
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job.

Military Family Leave
Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees (spouse, son, daughter, parent or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one-time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also includes a veteran who is terminated or released from military services under condition other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.
FAMILY AND MEDICAL LEAVE ("FMLA"), cont’d

Job Benefits and Protection
If applicable, during FMLA leave, the Company must maintain health coverage under any “group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.

Any period of unpaid leave will be treated as continued service (i.e. no break in service) for purposes of vesting and eligibility to participate in the 401(k) plan. However, during an unpaid leave you are unable to make contributions to your 401(k) account, and are ineligible for any employer-extended 401(k) match. Your 401(k) contribution and employer match activity will resume once you have completed any unpaid leave, and have returned to work. If you have a 401(k) loan at the time the leave begins, loan payments will stop while you are on leave up to a maximum of twelve months and will resume when you return to work. In the event that an outstanding loan exists at the time of the leave, and you do not return to work at the conclusion of the leave period, you must contact Fidelity, the administrator of Bertelsmann 401(k) Savings Plan, as soon as possible to discuss loan re-payment options. Failure to do so may result in the loan being defaulted and considered a taxable distribution.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. This is subject to the following limitations on reinstatement. You are entitled to reinstatement only if you would have continued to be employed had FMLA leave not been taken. You are not entitled to reinstatement if you would not be employed at the time job restoration is sought, because of a layoff, reduction in force or other reason. Penguin Random House reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid ten (10) percent of Penguin Random House’s employees employed within seventy-five (75) miles of the worksite ("key employees") under certain conditions. Penguin Random House will inform you if you are in the highest paid ten (10) percent.

The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
While on an intermittent FMLA leave, you will be required to track your time by completing weekly timesheets for the duration of the leave period. Additionally, Penguin Random House may temporarily transfer you, during the period that the intermittent or reduced leave schedule are required, to an available alternative position for which you are qualified, which better accommodates your intermittent leave, and which has equivalent pay and benefits, to the extent permitted and in accordance with applicable law.

Substitution of Paid Leave for Unpaid Leave
For leaves that are not related to your own serious health condition, you may be required to use any qualifying paid leave before during what otherwise would be unpaid FMLA leave. "Qualifying paid leave" is leave that is accrued and would otherwise be available to you for the purpose for which the FMLA leave is taken (in order of use: vacation, personal, sick days with sick days only being eligible if the leave is for your own serious health condition or to care for a spouse, child or parent due to their serious health condition). For leaves that are related to your own serious health condition, "qualifying paid leave" must be used as follows:

1. If you are not hospitalized or do not require a surgical procedure, you are required to use five (5) qualifying paid leave days (in order of required use: sick, vacation or personal days) prior to disability pay beginning, if applicable.
2. If you are hospitalized or have a qualifying surgical procedure and deemed eligible for disability benefits, the disability carrier pays disability benefits from the first day of hospitalization or surgery.

The substitution of qualifying paid leave for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee’s FMLA entitlement.

Additionally, receipt of disability benefits or Workers’ Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

Employee Responsibilities
Employees must provide thirty (30) days’ advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company’s normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. You must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If you fail to explain the reasons for FMLA leave, the leave may be denied. When you seek leave due to FMLA-qualifying reasons for which Penguin Random House has previously provided FMLA-protected leave, you must specifically reference the qualifying reason for the leave or the need for FMLA leave.

If your leave is not related to your own serious health condition, you should contact your local Human Resources department for an FMLA Request Form. If your leave is related to your own serious health condition (including pregnancy), please contact a Benefits Specialist.

Penguin Random House may retroactively designate leave as FMLA leave with appropriate written notice to you, provided Penguin Random House’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to you. In all cases where leaves qualify for FMLA protection, you and Penguin Random House can mutually agree that leave be retroactively designated as FMLA leave.
FAMILY AND MEDICAL LEAVE ("FMLA"), cont’d

In addition, during FMLA leave, you must provide Penguin Random House with periodic reports regarding your status and intent to return to work. If your anticipated return to work date changes and it becomes necessary for you to take more or less leave than originally anticipated, you must provide Penguin Random House with reasonable notice (i.e. within 5 business days) of your changed circumstances and new return to work date. In the event that Penguin Random House receives notice of your unequivocal intent not to return to work at the conclusion of the leave period, Penguin Random House’s obligations to maintain health benefits (subject to COBRA requirements) cease, to the extent permitted and in accordance with applicable law.

Finally, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment, to the extent permitted and in accordance with applicable law.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave is designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company’s Human Resources Department. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation.

Enforcement
Employees may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.
HOLIDAYS

All regular full-time and regular part-time employees are eligible for paid holidays. The current schedules of Company-observed holidays by location is posted on Igloo.

Penguin Random House typically observes the following days as paid holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Winter Holiday Closing (Normally the working days between Christmas Day and New Year’s Day)

Additional days may be added to the holiday schedule at the discretion of the Company.

FAQs

What if there is a holiday during my scheduled vacation?
When a Company holiday occurs during your vacation, that holiday does not count as vacation time.

What if a Company holiday coincides with my sabbatical leave?
If any Company holiday coincides with your sabbatical, your leave will be extended by the number of days of the corresponding holiday(s).
JURY DUTY AND WITNESS LEAVE POLICY

Penguin Random House fully supports your legal and civic responsibility to serve as a juror or witness. All employees will be allowed time off to perform such civic service as required by applicable law. As soon as you receive a notice for jury duty or become aware of the need to serve as a witness, please discuss it with your supervisor.

FAQs

**Will I receive full pay when I am at jury duty?**
Yes. If you are a regular full-time employee or a regular part-time employee (working at least 20 hours per week) and are absent from work due to jury duty, you will continue to receive your full pay for as long as you are required to serve as a juror. All other employees will be paid for time spent on jury duty service in accordance with applicable state law.

**Will I have to provide documentation of my jury service?**
Yes. As soon as you are called to jury duty, please submit a copy of your jury summons to your supervisor and when you have completed your service, please submit a copy of your Juror’s Proof of Service Certificate.

**What if I am released early from jury duty or excused from service before the end of the day?**
If you are released early or excused from service, you should make all reasonable efforts to come to work.

**What if the dates of my jury duty conflict with a busy time in my department?**
If the dates of your jury duty conflict with an especially busy time in your department, it may be advisable to defer your jury service, if possible. Please discuss this with your supervisor.

**Will I receive full pay if I am called to serve as a witness on a case?**
Yes. If you are a regular full-time employee or a regular part-time employee (working at least 20 hours per week) and are absent from work due to witness leave, you will continue to receive your full pay for as long as you are required to testify. The employee must notify their supervisor with his/her intent to appear as a witness.

**Will I have to provide documentation of my witness leave?**
Yes. The Company will request verification from the employee or the party that sought attendance or testimony.
MILITARY LEAVE POLICY

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive an unpaid military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice.

Employees who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

While military leaves generally are unpaid, regular full-time employees will receive their full pay for up to ten (10) days of military leave. Regular part-time employees (working 20 hours or more per week) will receive their full pay pro-rated based on regularly scheduled hours for up to ten (10) days of military leave. For military leaves in excess of ten (10) days, employees may substitute unused vacation time for otherwise unpaid military leave.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to your Human Resources Generalist for additional information about eligibility for Military Leave.
NEW YORK STATE PAID FAMILY LEAVE

Eligibility
Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date paid family leave ("PFL") begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days prior to the date PFL begins) are eligible for PFL.

An employee has the option to file a waiver of PFL and therefore not be subject to deductions when his or her regular employment is: (i) 20 or more hours per week but the employee will not work 26 consecutive weeks; or (ii) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period.

Entitlement
PFL is available to eligible employees for up to ten (10) weeks (increases to up to twelve (12) weeks on or after January 1, 2021) within any 52 consecutive week period: (a) to participate in providing care, including physical or psychological care, for the employee’s family member (child, spouse, domestic partner, parent, parent-in-law, grandchild, or grandparent) with a serious health condition; or (b) to bond with the employee’s child during the first twelve months after the child’s birth, adoption or foster care placement; or (c) for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee’s spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States. The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions. The weekly monetary benefit will be 60% of the employee’s average weekly wage or 60% of the state average weekly wage, whichever is less (increases to 67% or after January 1, 2021).

The Company and an employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently.

Definition of a Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times by a health care provider; or (b) treatment on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider.

The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.
Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently in increments of at least one full day or on a reduced leave schedule, except that an employee may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must make reasonable efforts to schedule intermittent or reduced leave so as not to unduly disrupt the Company’s operations. Leave taken on an intermittent or reduced leave schedule will not result in a reduction of the total amount of leave to which an employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities
An employee must provide thirty (30) days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When thirty (30) days’ notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company’s normal call-in procedures. Failure by the employee to provide (30) days’ advance notice of a foreseeable event may result in partial denial of the employee’s benefits for a period of up to thirty (30) days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. An employee requesting paid family leave must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to Cigna: (1) Bonding Certification: PFL-2 Form plus documentation; (2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or (3) Military Qualifying Event: PFL-5 Form plus documentation.

Job Benefits and Protection
During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health insurance coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Any employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

Leave Concurrent with FMLA
The Company will require an employee who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee’s usual workday, the Company may deduct one (1) day of PFL from an employee’s annual available PFL.

If you have any questions regarding this policy, please contact your HR Generalist.
NEW YORK STATE PAID FAMILY LEAVE – FAQ’s

TO HELP YOU HAVE A BETTER UNDERSTANDING OF HOW THE PAID FAMILY LEAVE PROGRAM WILL WORK, BELOW IS A LIST OF FAQ’S. WE HAVE TRIED TO MAKE THIS AS ENCOMPASSING AS POSSIBLE, BUT PLEASE BE SURE TO CHECK BACK PERIODICALLY AS WE WILL MAKE UPDATES AS NEEDED.

When did NYS Paid Family Leave (“PFL”) become effective?
Paid Family Leave became effective January 1, 2018

Who is eligible for PFL?
Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date paid family leave (“PFL”) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days prior to the date PFL begins) are eligible for PFL.

Does PFL cost me anything?
PFL is funded through employee payroll deductions. Payroll deductions are calculated at 0.270% of an employee’s weekly wage, up to the cap of the current state average weekly wage of $1,401.16. This equates to a maximum employee deduction of approximately $3.78 per week or $196.72 in 2020.

Am I required to participate in the PFL program?
Yes. Participation in the program is required for most employees with the following exceptions:

- employees with a regular schedule of 20 hours or more per week who will not work 26 consecutive weeks, or
- employees with a regular schedule of less than 20 hours per week who will not work 175 days in a 52 consecutive week period

If you believe you do not qualify for PFL, please speak to your HR Generalist, as you will need to complete an Employee Opt-Out of Paid Family Leave Benefits form.

What can PFL be used for?
Eligible employees can use PFL to bond with their child during the first twelve months after the child’s birth, adoption or foster care placement for up to 10 weeks in 2020, paid up to a weekly maximum of $840.70, depending on your salary.

Eligible employees can also use PFL for a close family member with a serious health condition. As defined under PFL, a close relative includes spouse, domestic partner, child, parent, parent-in-law, grandparent and grandchild. A serious health condition is an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential health care facility or continuing treatment/supervision by a health care provider.

As with PFL for bonding, eligible employees who use PFL for a serious health condition of a close family member will be eligible for up to 10 weeks in 2020, paid up to a weekly maximum of $840.70, depending on your salary.

In addition, PFL is available for families eligible for time off under the military provisions in the federal Family and Medical Leave Act (FMLA) when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty.

How do I apply for PFL?
To apply for PFL, please contact your HR Generalist.
NEW YORK STATE PAID FAMILY LEAVE – FAQ’s, cont’d

Will I be able to use PFL to take care of an eligible relative living outside New York?
Yes, as long as you are caring for an eligible family member and provide the required medical certification.

Whom should I contact if I have any questions about PFL?
Please contact your HR Generalist.
PAID PARENTAL LEAVE POLICY

Penguin Random House provides eligible employees with a paid parental leave to bond with their child, whether they’ve become new parents through birth, adoption, fostering or surrogacy.

To be eligible for paid leave under this policy, you must be a regular full or part-time employee who has been with the Company for twenty-six (26) weeks and works at least 20 hours per week.

If you are a **regular full-time employee**, you are eligible for up to ten (10) weeks of paid parental leave. The leave must be taken within the first twelve (12) months after the birth, adoption or placement of the child(ren). The leave may be taken in one of three ways:

- One (1) consecutive leave of ten (10) weeks
- Two (2) different leaves that total ten (10) weeks (e.g. 4 weeks + 6 weeks, 2 weeks + 8 weeks, etc.)
- One (1) consecutive leave of six (6) weeks plus four (4) weeks phased return flexibility to be worked out between you and your supervisor

If you are a **regular part-time employee (working at least 20 hours per week)**, you are eligible for up to ten (10) weeks of paid parental leave pro-rated based on your regularly scheduled hours. The leave must be taken within the first twelve (12) months after the birth, adoption or placement of the child(ren). The leave may be taken in one of two ways:

- One (1) consecutive leave of the pro-rated amount of ten (10) weeks
- Two (2) different leaves that total to the pro-rated amount of ten (10) weeks

You will continue to receive 100% of your base salary from Penguin Random House while out on Paid Parental Leave minus any applicable federal, state and local taxes. The company will seek reimbursement for any other statutory monetary benefit for which an employee may be eligible for while on Paid Parental Leave, to the maximum extent permitted by applicable law.

Paid parental leave is calculated by a rolling backward method over a 12-month period, based on the date the leave(s) begin(s). All time taken for paid parental leave will run concurrently with and be counted towards the 12-week Family Medical Leave Act (FMLA) entitlement and/or any other leave available under applicable law, to the maximum extent permitted by applicable law.

**FAQs**

**How do I apply for paid parental leave?**
To apply for paid parental leave, please contact your HR Generalist. You will be required to complete paperwork including but not limited to, a Family and Medical Leave Request Form. You will also be asked to provide proof of birth, adoption or placement. New York employees must also complete the necessary New York Paid Family Leave forms.

**When should I notify my supervisor?**
To allow for the coordination and scheduling of work responsibilities during your absence, please inform your supervisor of your intention to take leave at least thirty (30) days in advance of the expected birth, adoption or placement.

**How soon must I add my new child to my medical coverage?**
If you wish to add a child to your medical coverage, you must do so within thirty-one (31) days of the child’s birth, adoption or placement. If the child is not added within the thirty-one (31) day period, you will have to wait until the next annual enrollment period to add the child.
FAQs (cont’d)

Do I continue to accrue vacation time if I am on Paid Parental Leave?
Yes. While you are out on paid parental leave, you will continue to accrue vacation time as you normally would.

What if I don’t take all my paid parental leave within 12-months of the birth, adoption or placement of my child?
Unused paid parental time must be used within 12-months of the birth or official adoption/placement date of a child and any unused time will be forfeited. You will not receive pay in lieu of unused paid parental leave, either as an active employee or when you leave Penguin Random House, unless otherwise required by applicable law.
PERSONAL DAYS POLICY (all locations except California)

In general:
Personal days may be used for religious or other personal matters. Your yearly allotment of personal time is available to you at the beginning of each calendar year and immediately upon hire.

If you are a regular full-time employee, you are eligible for up to four (4) personal days (28 hours or 32 hours for 35- and 40-hour work week locations respectively) each calendar year. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for pro-rated* personal time based on your regularly scheduled hours.

*For example, a regular part-time employee normally scheduled to work three (3) full days a week would be eligible for 60% of the full-time personal time allowance (4 days at 60% = up to 2.5 personal days per calendar year).

In your first year of service:
If you are a new regular full-time employee, you are eligible for pro-rated personal days in your first year based on your date of hire, as shown below.

<table>
<thead>
<tr>
<th>Date of Hire: (New Employees)</th>
<th>You are eligible for up to:</th>
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</thead>
<tbody>
<tr>
<td>Hired January 1 – March 31</td>
<td>4 days</td>
</tr>
<tr>
<td>Hired April 1 – June 30</td>
<td>3 days</td>
</tr>
<tr>
<td>Hired July 1 – September 30</td>
<td>2 days</td>
</tr>
<tr>
<td>Hired October 1 – December 31</td>
<td>1 day</td>
</tr>
</tbody>
</table>

FAQs

How do I schedule my personal time?
Your personal time must be approved in advance by your supervisor, with as much notice as possible. It is up to you and your supervisor to determine how you request time off but if you choose, you can use the optional Vacation/Personal Day Request Form. The form is available in the Human Resources/Forms section of Igloo.

How can my supervisor and I keep track of my time off?
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of Igloo. You can use the calendar to track your time off and share this information with your supervisor.

Employees who are required to complete and submit electronic timesheets must record personal time as it is used, by entering the appropriate code on the corresponding weekly timesheet. At any point, either the employee or his or her supervisor can access total personal time used by the employee through the UTM timekeeping system.

What is the minimum amount of time I can take for a personal day?
Personal time must be taken in at least half-day increments (3.5 or 4 hours depending on whether you work a 35- or 40-hour week.)

Can I add personal time to my vacation or holiday time?
Yes. With the approval of your supervisor, you can add personal time to your vacation or holiday time.

What if I don’t take all my personal time during the year?
Unused personal time does not carry over from one calendar year to the next, unless otherwise required by applicable law, in which case your carryover will be capped at 1.5 times your annual accrual. You will not receive pay in lieu of your unused personal time, either as an active employee or when you leave Penguin Random House, unless otherwise required by applicable law.

Can I take personal time if I have given notice but have not yet left Penguin Random House?
Once you have given notice, you are no longer entitled to take personal time.
CALIFORNIA PERSONAL DAYS POLICY (for CA Employees only)

In general:
Personal days may be used for religious or other personal matters. Your yearly allotment of personal time is available to you at the beginning of each calendar year and immediately upon hire.

If you are a regular full-time employee, you are eligible for up to four (4) personal days (32 hours for 40-hour work week locations) each calendar year. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for pro-rated* personal time based on your regularly scheduled hours.

*For example, a regular part-time employee normally scheduled to work three (3) full days a week would be eligible for 60% of the full-time personal time allowance (4 days at 60% = up to 2.5 personal days per calendar year).

In your first year of service:
If you are a new regular full-time employee, you are eligible for pro-rated personal days in your first year based on your date of hire, as shown below.

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<td>Hired October 1 – December 31</td>
<td>1 day</td>
</tr>
</tbody>
</table>

Carryover:
At the completion of the calendar year, any unused personal time will automatically carry over to the next calendar year. Supervisor approval is not necessary.

You cannot accrue more than 2 times your then-applicable maximum annual personal time eligibility total. Should you carry over accrued time from one year to the next, you will start the new year with an accrued personal time balance. However, once you have accrued 2 times your then-applicable maximum annual personal time eligibility total, you are not eligible to receive any additional personal time for that year.

FAQs

How do I schedule my personal time?
Your personal time must be approved in advance by your supervisor, with as much notice as possible. It is up to you and your supervisor to determine how you request time off but if you choose, you can use the optional Vacation/Personal Day Request Form. The form is available in the Human Resources/Forms section of Igloo.

How can my supervisor and I keep track of my time off?
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of the Intranet. You can use the calendar to track your time off and share this information with your supervisor.

Employees who are required to complete and submit electronic timesheets must record personal time as it is used, by entering the appropriate code on the corresponding weekly timesheet. At any point, either the employee or his or her supervisor can access total personal time used by the employee through the UTM timekeeping system.

What is the minimum amount of time I can take for a personal day?
Personal time must be taken in at least half-day increments (4 hours for those working a 40-hour week.)

Can I add personal time to my vacation or holiday time?
Yes. With the approval of your supervisor, you can add personal time to your vacation or holiday time.
What if I don’t take all my personal time during the year?
Any unused personal time will automatically carry over to the next year.

Can I take personal time if I have given notice but have not yet left Penguin Random House?
Once you have given notice, you are no longer entitled to take personal time.

As an active employee, can I receive pay for my unused personal time?
No. You will not receive pay in lieu of your unused personal time unless otherwise required by applicable law.

What if I leave Penguin Random House without having taken all my personal time?
If you leave Penguin Random House, you will receive pay for unused personal time accrued through your last day of work. Your last day of work must be an active day of employment, i.e. not a vacation day, holiday or other type of absence.
PERSONAL LEAVE OF ABSENCE WITHOUT PAY POLICY
Should a situation arise that temporarily prevents you from working, but you are not eligible for an FMLA* leave, you may be eligible for an unpaid personal leave of absence.

Requests for an unpaid leave of absence must be submitted in writing as far in advance as possible, and all requests will be reviewed on a case-by-case basis by your supervisor and your HR Generalist. Unpaid leave of absence requests are considered based on the circumstances and reasons for the leave; your overall job performance; the length of leave requested; the impact your absence may have on the work in the department; and the expectation that you will return to work at the conclusion of the leave period.

Before being granted a personal leave of absence, you will be required to use all of your available vacation time.

Accrual of Paid Time-off
For the duration of a leave of absence, accrual of paid time off will be suspended and will resume once you have returned to work, consistent with applicable law.

Maintenance of Health Benefits
During an unpaid, non-FMLA leave, you are entitled to continued participation in the Penguin Random House Benefits program under the same conditions as if you had continued to work, to the extent permitted and in accordance with the applicable plans. If you normally pay a portion of the premiums for your elected benefits, Penguin Random House will pay your share of the premiums during your leave, and recover those payments from you when you return to work, consistent with applicable law.

After twelve (12) weeks of unpaid, non-FMLA leave, your participation in the Penguin Random House Benefits Program will cease. You will be eligible for continuing coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act), which provides the option to continue benefits for up to eighteen (18) months by paying the full monthly insurance premiums, plus a nominal administration fee, as required by applicable law. Upon your return to work, your typical employee benefit coverage will be reinstated.

Return from Personal Leaves of Absence without Pay
When you are ready to return from a non-FMLA leave of absence without pay, Penguin Random House will attempt to reinstate you to your former position, or to one with similar responsibilities, but cannot guarantee such reinstatement, unless applicable federal, state or local law requires otherwise. Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by Penguin Random House, will be considered a voluntary resignation of your employment.

* For the purposes of this policy, FMLA includes any state and/or local laws that require paid time-off.
PAID SICK DAY POLICY (General)

In general:
There may be days when you are unable to come to work because of your own illness or injury, or because of the illness or injury of an immediate family member, or for any other reason required by applicable law. For the purposes of this policy, immediate family members are defined as spouse, domestic partner, children, parents, siblings, and children of your spouse or domestic partner. This benefit begins at the start of each calendar year and immediately upon hire.

If you are a regular full-time employee, you are eligible for up to ten (10) sick days each calendar year. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for pro-rated* sick days based on your regularly scheduled hours.

*For example, a regular part-time employee normally scheduled to work three (3) full days a week would be eligible for 60% of the full-time sick day allowance (10 days at 60% = 6 sick days per calendar year).

In your first year of service:
If you are a new regular full-time employee, you are eligible for sick days in your first year based on your date of hire, as shown below.

<table>
<thead>
<tr>
<th>Date of Hire: (New Employees)</th>
<th>You are eligible for up to:</th>
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<tbody>
<tr>
<td>Hired on or before June 30</td>
<td>10 days</td>
</tr>
<tr>
<td>Hired July 1 – December 31</td>
<td>5 days</td>
</tr>
</tbody>
</table>

FAQs

If I am out sick, what should I do?
As soon as possible, contact your supervisor to let him or her know that you will not be in. You should do this for each day you will be out of the office. If a medical need is foreseeable in advance, please provide your supervisor with as much notice as possible.

How can my supervisor and I keep track of my time off?
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of Igloo. You can use the calendar to track your time off and share this information with your supervisor.

Employees who are required to complete and submit electronic timesheets must record sick time as it is used, by entering the appropriate code on the corresponding weekly timesheet. At any point, either the employee or his or her supervisor can access total sick time used by the employee through the UTM timekeeping system.

What is the minimum amount of time I can take for a sick day?
Sick days must be taken in a minimum increment of at least half-day increments (3.5 or 4 hours depending on whether you work a 35- or 40-hour week.)

How much will I be paid?
Sick days are paid at the employee’s base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Paid sick days off are not counted as hours worked for purposes of calculating overtime.

What if I don’t use all my sick days for the year?
Unused sick days do not carry over from one calendar year to the next, unless otherwise required by applicable law. You will not receive pay in lieu of your unused sick days, either as an active employee or when you leave Penguin Random House.

Will I need to verify an illness or injury?
After three (3) consecutive days of absence, Penguin Random House may request a certification, to be completed by your health care provider, confirming your inability to work as a result of an illness or injury.
PAID SICK DAY POLICY (General) cont’d

The Company may also request a certification, to be completed by your family member’s health care provider, confirming the illness or injury of the immediate family member requiring your care.
CALIFORNIA PAID SICK LEAVE POLICY

Eligibility
Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who, on or after July 1, 2015, work for the Company in California for thirty (30) or more days within a year.

For employees who work in California who are eligible for sick time under the Penguin Random House General Sick Day policy, this policy supersedes the general.

Accrual
Employees begin accruing paid sick leave on July 1, 2015 or at the start of employment, whichever is later.

Regular full-time employees will accrue 80 hours (i.e. 10 days) of sick leave, all of which will be available as of the start of each year or at the time of hire; except that regular full-time employees whose employment begins on or after July 1 will have 40 hours available as of their date of hire.

Regular part-time employees (i.e., employees working at least 20 hours per week) will accrue a pro-rated number of sick leave hours based on their scheduled workweek as compared to that of a full-time employee, but in no event will the total amount be less than 3 days or 24 hours for non-exempt employees or 5 days or 40 hours for exempt employees each year.

All of these hours will be available at the start of each calendar year or at the time of hire; except that regular part-time employees whose employment begins on or after July 1 will have half of their typical annual amount available as of their date of hire but in no event will the total amount be less than 3 days or 24 hours for non-exempt employees or 5 days or 40 hours for exempt employees.

Eligible employees who are neither regular full-time employees nor regular part-time employees will accrue 1 hour of sick time for every 30 hours worked, up to a maximum accrual of 6 days (i.e. 48 hours). Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions under California law are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.

Usage
Employees other than regular full-time and regular part-time employees can use accrued paid sick leave beginning on the 90th day of employment. Regular full-time and regular part-time employees may begin using accrued sick leave immediately.

Paid sick leave may be used in a minimum increment of 2 hours.

Regular full-time and regular part-time employees may not use more than 80 hours of accrued sick leave in any year. An exempt employee other than a regular full-time or regular part-time employee may use up to 5 days or 40 hours of paid sick leave in any year. A non-exempt employee other than a regular full-time or regular part-time employee may use up to three (3) days or twenty-four (24) hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:
1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member (meaning a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (i.e. in the place of a parent), all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an
employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; or a sibling); or

2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
   f) 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.

Notice
Notice to an employee’s supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable and generally should comply with the Company’s normal notification policies and/or call-in procedures.

Payment
Eligible employees will receive payment for paid sick leave, at the same wage as the employee normally earns during regular work hours unless otherwise required by applicable law, by next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout
Regular full-time and regular part-time employees may not carryover accrued but unused paid sick leave from year to year. For employees other than regular full-time and regular part-time employees, accrued paid sick leave carries over from year to year, but is subject to the accrual cap of 6 days or 48 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation
Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If you have any questions regarding this policy, please contact your HR Generalist.
EMERYVILLE PAID SICK LEAVE POLICY
(For Employees Also Covered under the California Healthy Workplaces, Healthy Families Act)

Eligibility
The Company provides paid sick leave to employees who perform at least two (2) hours of work per week in Emeryville.

For employees who work in Emeryville who are eligible for sick time under the Penguin Random House General Paid Sick Day policy, this policy supersedes the general policy.

Accrual
Employees begin accruing paid sick leave on July 1, 2015 or at the start of employment, whichever is later.

Regular full-time employees will accrue 80 hours (i.e. 10 days) of sick leave, all of which will be available as of the start of each year or at the time of hire; except that regular full-time employees whose employment begins on or after July 1 will have 48 hours available as of their date of hire.

Regular part-time employees (i.e., employees working at least 20 hours per week) will accrue a pro-rated number of sick leave hours based on their scheduled workweek as compared to that of a full-time employee, but in no event will the total amount be less than 48 hours. All of these hours will be available at the start of each calendar year or at the time of hire; except that regular part-time employees whose employment begins on or after July 1 will have half of their typical annual amount available as of their date of hire and will be eligible to accrue additional paid sick leave after at the rate of 1 hour for every 30 hours worked up to a total maximum accrual of 48 hours. For example, a regular part-time employee normally scheduled to work three (3) full days a week (i.e., 24 hours) would be eligible for 60% of the regular full-time sick time allowance (80 hours at 60% = 48 hours, or 6 days, per calendar year).

For employees other than regular full-time employees and regular part-time employees, paid sick leave will accumulate at the rate of 1 hour for every 30 hours worked, up to a total maximum accrual of 48 hours. Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.

Usage
Employees other than regular full-time and regular part-time employees can use accrued paid sick leave beginning on the 90th day of employment. Regular full-time and regular part-time employees may begin using accrued paid sick leave immediately.

Paid sick leave may be used in minimum increments of 2 hours.

Regular full-time and regular part-time employees may not use more than 80 hours of accrued sick leave in any year. An employee other than a regular full-time or regular part-time employee may use up to 48 hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:

1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member;
2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
EMERYVILLE PAID SICK LEAVE POLICY, cont’d

   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
   f) 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;

3) To aid or care for a guide dog, signal dog, or service dog (as those terms are defined under applicable state law) of an employee or an employee’s family member; or

4) Any other reason required by applicable law.

For purposes of this policy, family member means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (i.e. in the place of a parent), all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling); and any other individual deemed a family member under applicable law.

Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees have fourteen (14) calendar days to make this designation. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis by January 31st of each year, with a window of fourteen (14) calendar days. Human Resources will provide to each employee a form for this purpose.

Notice & Documentation
Notice to an employee’s supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable and generally should comply with the Company’s normal notification policies and/or call-in procedures.

Payment
Eligible employees will receive payment for paid sick leave, at the same wage as the employee normally earns during regular work hours unless otherwise required by applicable law, by next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout
Accrued paid sick leave carries over from year to year, but is subject to the accrual cap of 48 hours for employees other than regular full-time and regular part-time employees and the amount of time front loaded each year for regular full-time and regular part-time employees which in event shall be less than 48 hours. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation
Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If you have any questions regarding this policy, please contact your HR Generalist.
NEW YORK CITY PAID SAFE AND SICK LEAVE POLICY

Eligibility
The Company provides paid safe/sick time to employees who work more than 80 hours in New York City in a calendar year.

For employees who work in New York City who are eligible for sick days under the Penguin Random House General Sick Day policy, this policy supersedes the general policy.

Accrual
Employees begin accruing time at the start of employment.

Regular full-time employees who work a 35-hour week will accrue 70 hours (i.e. 10 days) of safe/sick time, all of which will be available as of the start of each calendar year or at the time of hire; except that regular full-time employees whose employment begins on or after July 1 will have 40 hours available as of their date of hire.

Regular part-time employees (i.e. scheduled to work at least 20 hours per week) will accrue a pro-rated number of safe/sick time hours based on their scheduled workweek as compared to that of a full-time employee, but in no event will the total amount be less than 40 hours each calendar year. All of these hours will be available at the start of each calendar year or at the time of hire; except that regular part-time employees whose employment begins on or after July 1 will have 40 hours available as of their date of hire.

For example, a regular part-time employee normally scheduled to work three (3) full days a week (i.e. 21 hours) would be eligible for 60% of the regular full-time safe/sick time allowance (70 hours at 60% = 42 hours, or 6 days, per calendar year).

Eligible employees who are neither regular full-time employees nor regular part-time employees will accrue 1 hour of safe/sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year.

For purposes of this policy, the calendar year is the 12 consecutive month period beginning January 1 and ending on December 31.

Usage
Employees other than regular full-time and regular part-time employees, may begin using accrued time after the 120th calendar day of employment. Regular full-time and regular part-time employees may begin using accrued time immediately.

Penguin Random House will allow its employees to use safe/sick time in a minimum increment of 30 minutes provided this is reasonable under the circumstances.

An employee other than a regular full-time or regular part-time employee may not use more than 40 hours of accrued safe/sick time in any calendar year. Regular full-time and regular part-time employees may not use more than 70 hours of accrued safe/sick time in any calendar year.

Employees may use accrued safe/sick time for absences that are due to:
(a) The employee’s mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
(b) The care of the employee’s family member, who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventive medical care; or
(c) Closure of the employer’s place of business by order of a public official due to a public health emergency or employee’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
(d) The employee or a family member of the employee being the victim of family offense matters, sexual offenses, stalking, or human trafficking:
i. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;

ii. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee’s family members from future family offense matters, sexual offenses, stalking, or human trafficking;

iii. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

iv. To file a complaint or domestic incident report with law enforcement;

v. To meet with a district attorney’s office;

vi. To enroll children in a new school; or

vii. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee’s family member or to protect those who associate or work with the employee.

For purposes of this policy, family member means a child, spouse, domestic partner, parent, sibling (including half siblings, step siblings, or siblings related through adoption), grandchild, grandparent, or the child or parent of the employee’s spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Notice and Documentation
Employees must provide seven (7) days’ notice of the need to use accrued safe/sick time to their supervisors if the need is foreseeable. If the need is not foreseeable, employees who need to use accrued safe/sick time should provide their supervisors with as much notice as practicable.

The Company may require supporting documentation if the employee uses accrued safe/sick time for more than three (3) consecutive workdays. For sick time used for reasons (a) or (b) above, documentation signed by a licensed health care provider indicating the need for the amount of safe/sick time taken and that paid safe/sick time was used for an authorized purpose under the law will be considered reasonable documentation and such documentation need not specify the nature of the employee’s or the employee’s family member’s injury, illness or condition, except as required by law. For safe/sick used time for reason (d) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, a medical or other professional service provider from whom the employee or that employee’s family member has sought assistance in addressing family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time will be considered reasonable documentation, and such documentation need not specify the details of the family offense matter, sexual offense, stalking, or human trafficking. Failure to provide requested medical documentation for paid safe/sick time taken under this policy within seven days of returning to work may result in disciplinary action, up to and including termination.

An employee’s use of safe/sick time will not be conditioned upon searching for or finding a replacement worker.

The Company may take disciplinary action, up to and including termination, against an employee who uses safe/sick time provided under this policy for purposes other than those described above. Indications of abuse of safe/sick time may include, but are not limited to, a pattern of: (1) use of unscheduled safe/sick time on or adjacent to weekends, regularly scheduled days off, holidays, vacation or pay day, (2) taking scheduled safe/sick time on days when other leave has been denied, or (3) taking safe/sick time on days when the employee is scheduled to work a shift or perform duties perceived as undesirable.

Extended Absences
If you are out of the office for five (5) consecutive business days or seven (7) calendar days as a result of your own non-occupational illness or injury, you should apply for short-term disability in accordance with
the Company’s plan, if applicable, to the maximum extent permitted by applicable law. You also may be eligible for statutory short-term disability benefits. Please notify your supervisor and contact your HR Generalist for further information.

Payment
Safe/sick time will be paid at the same rate as the employee earns from the employee’s employment at the time the employee uses such time, but no less than the applicable minimum wage. Use of paid safe/sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout
Eligible employees, other than regular full-time and regular part-time employees, may carry over up to 40 hours of accrued, unused safe/sick time under this policy to the following calendar year. Since regular full-time and regular part-time employees are frontloaded with at least 40 hours of safe/sick time at the start of each calendar year they may not carry over accrued, unused safe/sick time under this policy to the following calendar year. Accrued but unused paid safe/sick time under this policy will not be paid at separation.

Tracking Time Off
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of Igloo. You can use the calendar to track your time off and share this information with your supervisor.

So that we have accurate records, employees who are required to complete and submit electronic timesheets must record safe/sick time as it is used, by entering the sick day code on the corresponding biweekly timesheet. At any point, either the employee or their supervisor can access total safe/sick time used by the employee through the UTM timekeeping system.

Enforcement & Retaliation
Employees have the right to request and use safe/sick time and may file a complaint for alleged violations of this policy with the New York City Department of Consumer Affairs. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee’s rights pursuant to this policy and applicable law.

If you have any questions about this policy, please contact your HR Generalist.
Penguin Random House recognizes long service with a paid sabbatical leave for eligible employees. Sabbatical leave can provide you with time to recharge, reduce stress and pursue personal, social service, educational or other recreational activities, as you choose. You will receive your full pay and benefits while you are on sabbatical leave.

- If you are a **regular full-time employee** who will reach your 10, 20, 30 or 40-year anniversary in the current calendar year, you will be eligible for one (1) four (4) week sabbatical leave. You will have one (1) year within which to take and complete it.

- If you are a **regular part-time employee (working at least 20 hours per week)** who will reach your 10, 20, 30 or 40-year anniversary in the current calendar year, you will be eligible for one (1) four (4) week sabbatical leave pro-rated based on your regularly scheduled hours. You will have one (1) year within which to take and complete it.

**FAQs**

*When can I take my sabbatical leave?*
You can take your sabbatical anytime in the calendar year in which you reach your milestone anniversary. You do not need to reach your actual milestone month and date in order to take your leave.

*How do I schedule my sabbatical leave?*
Your proposed sabbatical must be discussed in advance with your supervisor, with a minimum of three (3) months’ notice, to allow for the coordination and scheduling of work responsibilities during your absence. There also might be a “blackout” period in certain divisions and departments, as work requires, in which you will not be able to take your proposed sabbatical.

Your sabbatical must be approved by your supervisor, your department head and the Human Resources department. A **Sabbatical Request Form** is available in the Human Resources/Forms section of Igloo.

*Can I postpone my sabbatical leave?*
Although we encourage you to take your sabbatical in the year during which you reach your milestone, there may be circumstances in which you will be unable to do so. With the approval of your supervisor and department head, your sabbatical can be postponed for up to one (1) year. If you do not take your sabbatical within one (1) year of postponement, you will lose your sabbatical leave.

*Do I have to take all my weeks consecutively?*
Yes. You must take your entire sabbatical allotment in consecutive weeks.

*Do I still get vacation time if I take my sabbatical leave?*
Yes. A sabbatical granted in the year of eligibility is in addition to any vacation time to which you are entitled. With prior approval from your supervisor, you may take your vacation in conjunction with your sabbatical.

*Can I receive pay instead of my sabbatical leave?*
No. You will not receive pay in lieu of your sabbatical leave, nor will you receive pay if you leave Penguin Random House without having taken an available sabbatical.

*What if a Company holiday coincides with my sabbatical leave?*
If any Company holiday coincides with your sabbatical, your leave will be extended by the number of days of the corresponding holiday(s).

*What if I transfer to a different Penguin Random House department or office location?*
In the case of a transfer within the U.S., you will not lose your sabbatical but the time of your sabbatical must be approved by your new supervisor.

*If I have an adjusted service date, when will I be eligible to take my sabbatical?*
If you have an adjusted service date, that date will be used to determine your eligibility for sabbatical.
I am a legacy Penguin employee who took a retroactive sabbatical for a milestone anniversary reached before 2014. When will I be eligible for my next sabbatical?

The retroactive sabbatical leave for milestones reached before 2014 was in lieu of, and not in addition to, sabbatical leave for milestones reached between January 1, 2014 and December 31, 2023. You will be eligible for your next sabbatical in January 2024, which is your sabbatical eligibility date for all future sabbaticals.
SABBATICAL LEAVE POLICY (for Sasquatch employees only)

Penguin Random House recognizes long service with a paid sabbatical leave for eligible employees. Sabbatical leave can provide you with time to recharge, reduce stress and pursue personal, social service, educational or other recreational activities, as you choose. You will receive your full pay and benefits while you are on sabbatical leave.

With the introduction of the Penguin Random House Sabbatical Leave Policy for Sasquatch employees, the Company will grandfather all eligible employees under the original Sasquatch sabbatical program and will be eligible for a sabbatical on their next 7-year incremental anniversary. The year in which you take your next sabbatical will become your new sabbatical eligibility date for all future sabbaticals. Employees will be eligible for their next sabbatical every 10 years thereafter under the Penguin Random House Sabbatical Leave Policy.

• If you are a regular full-time employee who will reach your 7, 14, 21, 28, etc.-year anniversary in 2018 and thereafter, you will be grandfathered under the original Sasquatch sabbatical program and you will be eligible for one (1) four (4)-week sabbatical. You will be eligible for you next sabbatical leave every 10 years thereafter.

• If you are a regular part-time employee (working at least 20 hours per week) who will reach your 7, 14, 21, 28, etc.-year anniversary in 2018 and thereafter, you will be grandfathered under the original Sasquatch sabbatical program and you will be eligible for one (1) four (4) week sabbatical leave pro-rated based on your regularly scheduled hours. You will be eligible for your next sabbatical leave every 10 years thereafter.

FAQs

What if I have an upcoming 7-year incremental milestone?
All eligible employees will be grandfathered under the original Sasquatch sabbatical program and will be eligible for their upcoming 7, 14, 21, etc.-year sabbatical leave. You have one (1) year within which to take and complete it. The year in which you become eligible for your incremental sabbatical will become your new sabbatical eligibility date for all future sabbaticals. Employees will be eligible for their next sabbatical every 10 years thereafter under the new Penguin Random House Sabbatical Leave Policy.

For example: if your upcoming 7-year incremental anniversary is in 2018, you are eligible to take your sabbatical leave in 2018, which will become your new sabbatical eligibility date for all future sabbaticals. You will be eligible for your next sabbatical leave in 2028, 2038, and so on.

What if I was hired in 2018 or later? When am I eligible for sabbatical leave?
You would be eligible for your sabbatical in January of the years in which you reach your 10, 20, 30, 40-year milestone anniversaries.

When can I take my sabbatical leave?
You can take your sabbatical anytime in the calendar year in which you reach your milestone anniversary. You do not need to reach your actual milestone month and date in order to take your leave.

How do I schedule my sabbatical leave?
Your proposed sabbatical must be discussed in advance with your supervisor, with a minimum of three (3) months’ notice, to allow for the coordination and scheduling of work responsibilities during your absence. There also might be a “blackout” period in certain divisions and departments, as work requires, in which you will not be able to take your proposed sabbatical.

Your sabbatical must be approved by your supervisor, your department head and the Human Resources department. A Sabbatical Request Form is available in the Human Resources/Forms section of Igloo.
Can I postpone my sabbatical leave?
Although we encourage you to take your sabbatical in the year during which you reach your milestone, there may be circumstances in which you will be unable to do so. With the approval of your supervisor and department head, your sabbatical can be postponed for up to one (1) year. If you do not take your sabbatical within one (1) year of postponement, you will lose your sabbatical leave.

Do I have to take all my weeks consecutively?
Yes. You must take your entire sabbatical allotment in four (4) consecutive weeks.

Do I still get vacation time if I take my sabbatical leave?
Yes. A sabbatical granted in the year of eligibility is in addition to any vacation time to which you are entitled. With prior approval from your supervisor, you may take your vacation in conjunction with your sabbatical.

Can I receive pay instead of my sabbatical leave?
No. You will not receive pay in lieu of your sabbatical leave, nor will you receive pay if you leave Penguin Random House without having taken an available sabbatical.

What if a Company holiday coincides with my sabbatical leave?
If any Company holiday coincides with your sabbatical, your leave will be extended by the number of days of the corresponding holiday(s).

What if I transfer to a different Penguin Random House department or office location?
In the case of a transfer within the U.S., you will not lose your sabbatical but the time of your sabbatical must be approved by your new supervisor.

If I have an adjusted service date, when will I be eligible to take my sabbatical?
If you have an adjusted service date, that date will be used to determine your eligibility for sabbatical.
SERIOUS ILLNESS IN THE FAMILY LEAVE POLICY

Penguin Random House provides eligible employees with up to two (2) weeks of paid time off during a 12-month period to care for a seriously ill spouse, child, parent/step-parent, domestic partner, parent-in-law, grandchild, or grandparent, or to make arrangements relative to that care.

To be eligible for paid leave under this policy, you must have been with the Company for one (1) year and have worked at least 1,250 hours during the twelve (12) months immediately prior to the day the leave begins.

If you are a regular full-time employee, you are eligible for up to two (2) weeks of paid leave during a 12-month period. The leave may be taken in two (2) consecutive weeks or in two 1-week increments, unless intermittent leave is required to care for a family member’s serious health condition (i.e. physical therapy, chemotherapy, etc.).

If you are a regular part-time employee (working at least 20 hours per week), you are eligible for up to two (2) weeks of paid leave during a 12-month period, pro-rated based on your regularly scheduled hours. The leave may be taken in two (2) consecutive weeks or in two 1-week increments, unless intermittent leave is required to care for a family member’s serious health condition (i.e. physical therapy, chemotherapy, etc.).

Serious Illness in the Family leave is calculated by a rolling backward method over a 12-month period, based on the date the leave(s) begin(s). All time taken for Serious Illness in the Family will run concurrently with and be counted towards the 12-week Family Medical Leave Act (FMLA) entitlement and/or any other leave available under applicable law, to the maximum extent permitted by applicable law. Please refer to the Family and Medical Leave Act (FMLA) in this document or contact your HR Generalist for more information.

FAQs

How do I apply for a Serious Illness in the Family leave? To apply for a serious illness in the family leave, please contact your HR Generalist. You must complete a Serious Illness in the Family Application Form, a Family and Medical Leave Request Form and the patient’s health care provider must complete a Health Care Provider Certification for Care of Family Member with Serious Health Condition. New York employees must also complete the necessary New York Paid Family Leave forms. The forms can be obtained from and must be submitted to your HR Generalist.

When should I notify my supervisor? To allow for the coordination and scheduling of work responsibilities during your absence, please inform your supervisor of your intention to take leave at least thirty (30) days in advance of the leave, where foreseeable. You should always inform your supervisor as soon as you become aware of the need for a leave.

I am a New York employee. Am I entitled to more time? If you are a New York employee, you may be entitled to more time based on your state’s Paid Family Leave law. Please see the relative Paid Family Leave Policy in this document or contact your HR Generalist for more information.
VACATION POLICY (all locations except California)

In general:
If you are a regular full-time employee, you are eligible for vacation time based on your continuous length of service as of January 1 of each year, as shown below. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for pro-rated* vacation time based on your continuous length of service and your regularly scheduled hours.

<table>
<thead>
<tr>
<th>Length of Service: (Regular Full-time Employees)</th>
<th>Max. Annual Accrual (Days)</th>
<th>Accrual Rate (Per Month)</th>
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<td>In your 1st year of service</td>
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<td>1 year through 9 years</td>
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<td>1.66 days</td>
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<td>25</td>
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<tr>
<td>25 years or more</td>
<td>30</td>
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</table>

Vacation is an accrued benefit. As you complete each calendar month, you accrue available time toward your annual total. If you reach your 1st, 10th or 25th anniversary in any calendar year, you are eligible for the new vacation allowance at the beginning of that calendar year.

Maximum annual vacation accrual totals for regular part-time employees are calculated using the following formula: (# of regularly scheduled work days divided by 5) multiplied by the maximum annual full-time vacation time eligibility total by year = maximum part-time vacation accrual eligibility total.

*For example, a regular part-time employee in her third year of continuous service with the Company, who works three (3) full days a week would be eligible for (3 divided by 5 = .6) x 20 days = up to 12 days' maximum annual vacation eligibility total.

**In your first year of service:**
If you are a new regular full-time employee, you will accrue vacation time from your date of hire through December in the year you join Penguin Random House, as shown below. For your exact accrual (determined by your hire date), please contact your HR Generalist. In January of the year following your start date, your annual vacation allotment increases to twenty (20) days.

<table>
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<tr>
<th>Month/Date Hired By</th>
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</table>

FAQs

How do I schedule my vacation time?
Your vacation must be approved in advance by your supervisor, with as much notice as possible, and scheduled in accordance with the needs of your department. It is up to you and your supervisor to determine how you request time off, but if you choose, you can use the optional Vacation/Personal Day Request Form. The form is available in the Human Resources/Forms section of Igloo.
FAQ's (cont’d)

How can my supervisor and I keep track of my time off?
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of Igloo. You can use the calendar to track your time off and share this information with your supervisor.

Employees who are required to complete and submit electronic timesheets must record vacation time as it is used, by entering the appropriate vacation code on the corresponding weekly timesheet. At any point, either the employee or his or her supervisor can access total vacation time used by the employee through the UTM timekeeping system.

What is the minimum amount of time I can take for vacation?
Vacation days must be taken in at least half-day increments (3.5 or 4 hours depending on whether you work a 35- or 40-hour week.)

Can I use vacation time not yet accrued?
Yes, with your supervisor’s approval you may use unaccrued vacation time up to your annual maximum.

What if I am unable to take all my vacation time during the year?
We encourage you to take all your vacation time within the calendar year. If, however, for any reason, you are unable to take all your vacation time within the calendar year, up to five (5) days (35 or 40 hours depending on whether you work a 35- or 40-hour week) may be carried over to the next calendar year. This time must be taken prior to April 1. Please be sure to inform your supervisor of any carryover time prior to the end of each year.

What if there is a holiday during my scheduled vacation?
When a Company holiday occurs during your vacation, that holiday does not count as vacation time.

As an active employee, can I receive pay for my unused vacation time?
No. You will not receive pay in lieu of your unused vacation time.

Can I take my vacation if I have given notice but have not yet left Penguin Random House?
Once you have given notice, you are no longer entitled to take any vacation time.

What if I leave Penguin Random House without having taken all my vacation time?
If you leave Penguin Random House, you will receive pay for unused vacation time accrued through your last day of work. Your last day of work must be an active day of employment, i.e. not a vacation day, holiday or other type of absence. If you have already taken vacation time that has not yet accrued, you may need to reimburse the Company for that time, to the maximum extent permitted by applicable law.
CALIFORNIA VACATION POLICY (for CA employees only)

In general:
If you are a regular full-time employee, you are eligible for vacation time based on your continuous length of service as of January 1 of each year, as shown below. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for pro-rated* vacation time based on your continuous length of service and your regularly scheduled hours.

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Vacation is an accrued benefit. As you complete each calendar month, you accrue available time toward your annual total. If you reach your 1st, 10th or 25th anniversary in any calendar year, you are eligible for the new vacation allowance at the beginning of that calendar year.

Maximum annual vacation accrual totals for regular part-time employees are calculated using the following formula: (# of regularly scheduled work days divided by 5) multiplied by the maximum annual full-time vacation day eligibility total by year = maximum part-time vacation accrual eligibility total.

*For example, a regular part-time employee in her third year of continuous service with the Company, who works three (3) full days a week would be eligible for (3 divided by 5 = .6) x 20 days = up to 12 days’ maximum annual vacation eligibility total.

In your first year of service:
If you are a new regular full-time employee, you will accrue vacation time from your date of hire through December in the year you join Penguin Random House, as shown below. In January of the year following your start date, your annual vacation allotment increases to twenty (20) days.

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Carryover:
At the completion of the calendar year, any accrued, unused vacation time will automatically carry over to the next calendar year. Supervisor approval is not necessary.

You cannot accrue more than 1.5 times your then-applicable maximum annual vacation eligibility total. Should you carry over accrued time from one year to the next, you will start the new year with an accrued vacation balance. You will add to that balance at the completion of each month. However, once you have accrued 1.5 times your then-applicable maximum annual vacation eligibility total, you will cease to accrue additional time until you use some of your available time. Once your accrued vacation balance has fallen below your then-applicable maximum annual eligibility, accrual will start again. You will not receive retroactive vacation days during the period of time when your accrued vacation balance is at its cap.
FAQs

How do I schedule my vacation?
Your vacation must be approved in advance by your supervisor, with as much notice as possible, and scheduled in accordance with the needs of your department. It is up to you and your supervisor to determine how you request time off, but if you choose, you can use the optional Vacation/Personal Day Request Form. The form is available in the Human Resources/Forms section of Igloo.

How can my supervisor and I keep track of my time off?
A printable Employee Attendance Calendar is available in the Human Resources/Forms section of Igloo. You can use the calendar to track your time off and share this information with your supervisor.

Employees who are required to complete and submit electronic timesheets must record vacation time as it is used, by entering the appropriate vacation code on the corresponding weekly timesheet. At any point, either the employee or his or her supervisor can access total vacation time used by the employee through the UTM timekeeping system.

What is the minimum amount of time I can take for vacation?
Vacation time must be taken in at least half-day (4-hour) increments.

Do I continue to accrue vacation time if I reach my annual vacation eligibility total?
You cannot accrue more than 1.5 times your then-applicable maximum annual vacation eligibility total. Once you've reached 1.5 times your then-applicable maximum annual vacation eligibility total, you cannot accrue any additional time. Once you use some of your available time, the accrual will start again.

Can I use unaccrued vacation time?
Yes, with your supervisor's approval you may use unaccrued vacation time up to your annual maximum. However, if you leave Penguin Random House and have taken not-yet-accrued vacation time, you may need to reimburse the Company for that time, to the maximum extent permitted by applicable law.

What if I am unable to take all my vacation time during the year?
Any accrued but unused vacation time will automatically carry over to the next year.

What if there is a holiday during my scheduled vacation?
When a Company holiday occurs during your vacation, that holiday does not count as vacation time.

As an active employee, can I receive pay for my unused vacation time?
No. You will not receive pay in lieu of your unused vacation time.

Can I take my vacation time if I have given notice but have not yet left Penguin Random House?
Once you have given notice, you are no longer entitled to take vacation time.

What if I leave Penguin Random House without having taken all my vacation time?
If you leave Penguin Random House, you will receive pay for unused vacation time accrued through your last day of work. Your last day of work must be an active day of employment, i.e. not a vacation day, holiday or other type of absence. If you have already taken vacation time that has not yet accrued, you may need to reimburse the Company for that time, to the maximum extent permitted by applicable law.
Penguin Random House encourages responsible citizenship and all of its employees to vote for candidates of their choice at local, state and federal elections (including primary elections). If needed, you may take up to three (3) hours off with pay to vote, unless more time is required by applicable law. We prefer that you take this time off at the beginning or the end of your work day.

You must notify your supervisor before the day of the election that you will need to take time off to vote.

Employees who are required to submit a UTM timesheet should use the code “Vote”, if taking time off to vote during working hours.

If you have any questions, please contact your HR Generalist.
BREAST MILK SHIPPING BENEFIT

While on business-related travel within the continental U.S., Penguin Random House will offer free breast milk delivery for nursing mothers to express-ship breast milk home.

FAQ's

How does the process work?
At least two days prior to traveling, or as soon as feasible, employees should notify the 1745 Broadway mailroom that they will be traveling for business. They must supply the mailroom with their hotel address and length of travel time so that the appropriate temperature-controlled shipping materials can be sent to the hotel prior to their arrival. Employees should also supply the mailroom with the address they would like the breast milk shipped to so that premade labels can be made for the employee's convenience.

Employees will pick up the shipping materials sent from the 1745 Broadway mailroom at their hotel upon check-in. Once employees are ready to make a shipment, they will properly pack their supplies in the provided shipping materials and schedule a pickup with FedEx. This can usually be arranged through the hotel that they are staying at. They can also arrange a pick-up by calling 1 (800) 463-3339. If needed, the 1745 Broadway mailroom can also arrange the pick-up. Simply contact the mailroom during business hours using the information referenced below.

How long does the temperature-controlled packaging work?
Once activated, the temperature-controlled packaging will work for up to 96 hours. Please see this document from FedEx for more information.

How do I contact the 1745 Broadway mailroom?
The mailroom can be contacted at prhmailroom@penguinrandomhouse.com or by phone at (212) 782-9510.

Do I need to tell anybody other than the mailroom that I would like to benefit from this policy?
No, you will only need to inform the mailroom.

Please contact your HR Generalist if you have any questions regarding this policy.
EDUCATIONAL ASSISTANCE POLICY

What is Educational Assistance?

Educational Assistance supports the professional development of Penguin Random House LLC (the “Company”) employees by offering reimbursement for qualified educational expenses. Employees will be reimbursed after the successful completion of relevant undergraduate, graduate and post-graduate courses at accredited universities and institutions that bring tangible benefits to the Company.

The purpose of this policy is to outline the application process, to clarify the business considerations necessary for application approval, and to ensure the support provided is appropriate and consistent across the business.

Who is eligible for Educational Assistance?

Regular full-time employees (working at least 35-hours per week) are eligible for a maximum reimbursement of $5,250.00 per calendar year. This amount includes costs relating to tuition, textbooks, registration, laboratory fees, exam fees and library fees.

Regular part-time employees working at least 20 hours per week are eligible for a pro-rated amount up to a maximum of $5,250.00 per calendar year, based on their regular scheduled hours. For example, a regular part-time employee who is normally scheduled to work three (3) full days a week would be eligible for 60% of the reimbursement maximum ($5,250 at 60% = $3,150).

Both regular full and regular part-time employees are eligible for Educational Assistance upon completion of six (6) months of continuous employment at the Company prior to the course start date.

What courses and programs are covered under this policy?

As stated above, courses covered include courses at accredited institutions that are directly related to an employee’s current job or future career at the Company. For courses that are not part of an accredited institution, please email learning@penguinrandomhouse.com for further assistance.

Are there grade requirements in order to be reimbursed?

In order to be reimbursed, an employee must receive a grade of C or above, or, for a Pass/Fail course, employee must pass the course. Employees who receive a D or below or who fail a Pass/Fail course will not be reimbursed.

How do I apply?

If you are interested in taking a course or obtaining a degree and believe you are eligible, the first step is to provide your manager and division head with information about the course for which you would like to receive Educational Assistance.

Your manager and division head must approve the coursework (at his or her sole discretion) before continuing the application process.

Upon receipt of approval from your manager and division head, you must complete the Educational Assistance Application Form and obtain the necessary signatures and then send it to Learning & Development for consideration.

Once your application has been reviewed, you may be invited to meet with a member of the Learning & Development team to further discuss your request. The following criteria will be taken into account when considering requests:

- Relevance of the professional study to your role at the Company
- Degree to which the professional study will bring tangible benefits to the Company
- Benefits of the development to you, your team and the department
- Cost of the study program
All applications are required to be submitted for consideration at least four (4) weeks prior to the course start date.

If Learning & Development, your manager and your division head all approve the request, all three parties must sign the Educational Assistance form before you commence your period of study.

**Once my course is complete, how do I request reimbursement?**

For all approved coursework, the Company will reimburse up to a maximum of $5,250.00 per calendar year.

Once you have completed each course, you must provide proof of payment (i.e. receipts, bank or credit card statements, and/or cancelled checks) and proof of completion (i.e. copy of your transcript, letter from your professor on university letterhead, or certificate of completion) to your Learning & Development representative in hard copy or email to learning@penguinrandomhouse.com. Your request will then be submitted for reimbursement to the Payroll department. Payments are made through your regular paycheck. You will typically receive your reimbursement within one to two pay periods from when your reimbursement request is received.

All requests for reimbursement need to be received by December 15th of the same fiscal year as your coursework is completed in order to be reimbursed that year. Any reimbursement requests that are received in the following fiscal year (starting January 1) will be reimbursed in that year. Note that you will only be reimbursed for up to $5,250/calendar year.

Any expenses which have not been pre-agreed upon and approved will not be reimbursed. It is the employee’s responsibility to ensure that any expenses are: agreed upon before payment, properly supported by receipts or statements, and submitted no later than December 15.

**What kind of ongoing support will I receive as part of this program?**

If you are working towards a degree, a member of the Learning & Development team may meet with you to discuss how the program is going, record any possible changes, and help you sign up for the next year’s studies (if applicable). Details of exams and course costs must be discussed, agreed, and authorized by the division head and Learning & Development at the time, so that the cost can be budgeted appropriately.

Learning & Development will be available to support you throughout the duration of your coursework.

**What repayment and withdrawal from coursework conditions exist?**

As part of the conditions of receiving Educational Assistance reimbursement you will be required to agree to repay the amount you were reimbursed, on a pro-rated basis, if you voluntarily resign from the Company and your final day of employment falls within 12 months of your last reimbursement.

You will not be eligible for Educational Assistance reimbursement if:
- You withdraw from an approved course or if the approved course is canceled. If this happens, you must immediately notify your manager and the Learning & Development team.
- You receive a D or below or if you fail a Pass/Fail course.
- You voluntarily resign from the Company prior to completion of an approved course.

Studies are “complete” when the final grade for the course is awarded. If you resign from Penguin Random House while completing your course, your manager should contact Learning & Development in order to arrange the repayment of any fees due. If the amount to be deducted exceeds the total amount of your final salary payment, then you must reimburse the Company by personal check. If you resign or the Company terminates your employment for cause, you will be required to repay any reimbursement you have received prior to your termination date.
EDUCATIONAL ASSISTANCE POLICY, cont'd

If the Company terminates your employment for any reason other than cause (as referred to in the Company’s Summary Plan Description), you will receive Educational Assistance reimbursement for any fees that become due prior to your last date of employment and you will not be required to repay any reimbursement you have received prior to that date.

For further information, please contact your HR Generalist.
FINANCIAL AID FOR ADOPTION POLICY

Penguin Random House provides eligible employees with financial assistance, in the form of reimbursement of qualifying expenses, for the adoption of children through an agency, private adoption or the adoption of a spouse’s child.

If you are a regular full-time employee, you will be reimbursed up to a maximum of $10,000 per adopted child. If you are a regular part-time employee (working at least 20 hours per week), you will be reimbursed up to a maximum of $10,000 per adopted child, pro-rated* based on your regularly scheduled hours.

*For example, a regular part-time employee normally scheduled to work three (3) full days a week would be eligible for 60% of the reimbursement ($10,000 at 60% = $6,000).

Eligibility:
In order to be eligible to receive financial assistance under this policy, the following conditions must be met:

1. You must be a regular full-time or a regular part-time employee (working at least 20 hours per week) and have been with Penguin Random House for one (1) year.

2. Adopted child(ren) must be under the age of 18.

3. Adoption must be finalized. When children are adopted through an agency or privately, adoption is finalized when the following conditions are met:
   - A child is placed in your home; and
   - You submit adoption placement agreement forms that identify you as an adoptive parent and state that you assume financial and medical responsibility for the child whose name and birth date appear on the document.

Please note: An adoption decree is required in cases where you adopt your spouse’s children.

FAQs

*What kinds of expenses are considered eligible for reimbursement?*
Eligible expenses include adoption agency fees such as application and placement charges, home and completion study fees and foster care fees; legal fees such as retainer fees and court and docket fees; and certain expenses incurred in the adoption of children of foreign origin, such as immigration expenses, state department fees and court fees.

*When can I make a request for financial assistance?*
You must make your request for financial aid within one (1) year of the Final Adoption Date.

*What is the Final Adoption Date?*
The Final Adoption Date is the date on which all the required conditions in the Eligibility section above have been met.

*How do I apply for financial aid for the adoption of a child?*
You must complete a Financial Aid for Adoption Reimbursement Request Form and attach all supporting documentation and proof of payments or receipts. The form is available in the Human Resources/Forms section of Igloo. Please submit your completed request to your HR Generalist.

*Is financial aid for the purposes of adoption considered taxable income?*
Yes. All reimbursements made under the Adoption Assistance Program are considered taxable income by the IRS and will be included on your W-2 form. Applicable federal, state and local taxes will be withheld from the reimbursement. Finally, financial aid may affect your eligibility to make certain tax deductions related to your adoption. It is recommended that you speak with a tax professional regarding your personal circumstances.
FAQs (cont'd)

How soon must I add my new child to my medical coverage?
If you wish to add a child to your medical coverage, you must do so within thirty-one (31) days of the Final Adoption Date. If the child is not added within the thirty-one (31) day period, you will have to wait until the next annual enrollment period to add your child.

If I adopt a child, am I eligible for paid parental leave?
If you adopt a child, you are eligible for a ten (10) week paid parental leave in accordance with the Paid Parental Leave Policy, and you may be eligible for an unpaid leave of absence as set forth in the Family and Medical Leave Act or as otherwise required under applicable state law. Please refer to the Paid Parental Leave Policy and the Family and Medical Leave Act (FMLA) in this document or contact your HR Generalist for more information.
MILESTONE AWARDS PROGRAM

As a symbol of the Company’s appreciation for your service, and as way to say “thank you”, eligible employees will receive a Mastercard debit card in the amount of $150 during their anniversary month. Awards are given to regular full and regular part-time employees for every 5 years of service (i.e. 5, 10, 15, 20, etc.).

FAQ

Is this award considered taxable income?
Although the award is considered taxable income to you, and it will be included in your paycheck, the Company will gross up the value of the award at the supplemental tax rate so you will not incur any actual tax liability.

The $150 will appear on your paycheck (typically the month after your receive the award) with the earnings description “Service Award”.

Where can I use the card?
The card can be used anywhere that Mastercard debit is accepted.

Does the card have an expiration date?
The card expires 24 months from the date that is embossed on the front of the card.

Who can I contact if I have questions regarding the card, including lost or expired cards?
You can contact customer service through any of the following methods:

- Website: https://login.wirecard.com/
- Email: help.na@wirecard.com
- Phone: 800-422-1922
REFERRAL AWARD POLICY

All employees are encouraged to refer qualified persons to fill specific, posted positions within Penguin Random House. To refer a candidate, you should contact the HR Generalist who is responsible for the posted position directly. If the candidate you refer for a specific, posted position is hired, you will receive two net payments totaling $750.

Under this policy, referrals for entry-level, temporary or intern positions in our office locations are not award-eligible, nor are entry-level, temporary, hourly non-exempt or intern positions in our Operations Centers. Executives (defined as Publishers, Vice Presidents and above), Human Resources, those involved in the hiring decision, and those with a real or perceived conflict of interest are also not award-eligible.

Please visit http://careers.penguinrandomhouse.com/ to view current openings.

FAQ’s

What is considered an award-eligible employee referral?
You must refer the applicant for a specific, posted position. Ideally, you should know the applicant personally or professionally, but you must at least know enough about the applicant to speak to the applicant’s qualifications.

Are all positions award-eligible?
Enter-level, temporary, or intern position referrals in our office locations are not award-eligible under this policy nor are entry-level, temporary, hourly non-exempt or intern positions in the Operations Centers.

Are part-time positions eligible for a referral award? If so, is it for the full amount or is it prorated?
Part-time positions are award-eligible however, the award will be pro-rated based on the referral’s scheduled hours.

Can I still refer an applicant for an entry-level position even though it’s not award-eligible?
Yes. Employees are encouraged to refer applicants for entry-level positions and can also make general recommendations.

What is the referral award amount?
If a candidate you have referred for a specific, posted position is hired, you will receive two payments of $375 each for a total of $750 (net). The first payment will be paid within one (1) month of the referral’s start date and the second payment will be paid after the referral has been employed for four (4) months. Payment will be made through your regular paycheck. If the referred employee leaves the company before referral payments are made, you will not be eligible for the referral award. You must also be employed by the company in order to receive the referral award payments.

How do I refer someone?
To refer a candidate, please contact the HR Generalist who is responsible for the posted position directly. If you are unsure of whom to send application materials to, please ask your HR Generalist.

Will all referrals be contacted?
HR will make an effort to contact appropriate referrals but due to volume, may not be able to contact each referral submitted for review.

Is everyone eligible for the referral award?
Executives (defined as Publishers, Vice Presidents and above), Human Resources, those involved in the hiring decision, and those with a real or perceived conflict of interest are not eligible for the referral award.

Can I refer an applicant after he/she has already applied to the company?
You can always refer an applicant for a position however, to be eligible for the award, you must be the first source of the candidate for that position.
REFERRAL AWARD POLICY, cont’d

FAQs (cont’d)

Am I eligible for an award if I refer a current employee, intern or temp for an award-eligible position?
You can only refer external applicants to be eligible for the award.

What if someone I originally referred as an intern or a temp is hired into an awards eligible position? Am I eligible for the award?
Any applicant who has had previous employment with PRH (intern, temporary, part-time or full-time employee) is not rewards-eligible.

What if another employee referred the same person as I did for the same specific job? Are we both eligible?
In cases where multiple employees refer the same person, the first employee to do so will be considered eligible for the award.
VOLUNTEER DAY POLICY

In general:
Penguin Random House supports your desire to do volunteer community service for charitable, educational or religious not-for-profit organizations that have federal tax-exempt status. Activities that are Company-sponsored will not be covered for the purposes of this policy. Your volunteer days are available to you at the beginning of each calendar year and immediately upon hire.

If you are a regular full-time employee, you are eligible for two (2) paid volunteer days per calendar year (14 or 16 hours depending on whether you work a 35- or 40-hour week.)

If you are a regular part-time employee (working at least 20 hours per week), you are eligible for two (2) paid volunteer days per calendar year based on your scheduled work hours.

In your first year of service:
If you are a new regular full-time employee, you are eligible for pro-rated volunteer days based on your date of hire, as shown below.

<table>
<thead>
<tr>
<th>Date of Hire: (New Employees)</th>
<th>You are Eligible for up to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired on or before June 30</td>
<td>2 days</td>
</tr>
<tr>
<td>Hired July 1 – December 31</td>
<td>1 day</td>
</tr>
</tbody>
</table>

FAQs

What kinds of volunteer activities are eligible?
Stocking food pantries, delivering meals to the elderly or disabled, planting a community garden, and volunteering as an election worker for local, state, or national elections are some examples of activities that are covered under this policy. If you have questions as to whether an activity is eligible, please contact Faith Engstrom in the Human Resources department.

How do I schedule my volunteer days?
In order to take a volunteer day, you must complete a Volunteer Day Form, available in the Human Resources/Forms section of Igloo. The form must be pre-approved by your supervisor and Human Resources at least one (1) week before the volunteer day is scheduled to be taken.

If my volunteer activity takes place on a weekend, Company holiday or during my vacation or other scheduled time off, will I be eligible to use a volunteer day?
No. In order for you to use a volunteer day, your activity must take place Monday-Friday during regularly scheduled business hours and not during any other scheduled time off.

The organization I want to volunteer with offers a payment or stipend for my time spent with them. Am I still eligible for a Volunteer Day?
Typically, if you receive any sort of payment or stipend from the organization that you are volunteering for during normal working hours, you will not be eligible for a volunteer day. The sole exception to this is if you are volunteering as an election worker. If you have any questions regarding this, contact Faith Engstrom in Human Resources.

What is the minimum amount of time I can take for a volunteer day?
Volunteer days must be taken in at least half-day increments (3.5 or 4 hours depending on whether you work a 35- or 40-hour week.)

Can I take two (2) consecutive volunteer days?
Yes. With the approval of your supervisor and Human Resources, you may take two (2) consecutive volunteer days.
FAQs (cont’d)

Will I need to provide documentation?
Yes. You must submit proof of volunteering to Faith Engstrom in Human Resources. Proof should be a note from the organization, on their letterhead. If proof is not received by Human Resources within three (3) weeks after completing your volunteer work, you will be required to use personal time or vacation time for this absence.

What if I don’t use all my volunteer time during the year?
Unused volunteer time does not carry over from one calendar year to the next. You will not receive pay in lieu of your unused volunteer time, either as an active employee or when you leave Penguin Random House.

Can I take my volunteer time if I have given notice but have not yet left Penguin Random House?
Once you have given notice, you are no longer entitled to take volunteer time.

Please note: It will be up to the sole discretion of the Human Resources department to determine if an activity and/or organization is eligible under this policy.
WELLNESS REIMBURSEMENT POLICY

Penguin Random House recognizes the importance of fitness and well-being. In support of this, we provide eligible employees with an annual wellness reimbursement allowance for expenses such as health club membership fees, fitness classes, fitness equipment generally found in a health club or gym, and weight-management programs.

Wellness reimbursement is available to you immediately upon hire. However, expenses covered under this program must be incurred on or after your date of hire and must be submitted for reimbursement prior to your last day of employment to be eligible for reimbursement. The deadline for reimbursement is March 1 for expenses incurred in the previous calendar year.

If you are a regular full-time employee, you are eligible for up to a $500 allowance per calendar year. If you are a regular part-time employee (working at least 20 hours per week), you are eligible for a pro-rated* amount up to the $500 allowance per calendar year, based on your regularly scheduled hours.

*For example, a regular part-time employee normally scheduled to work three (3) full days a week would be eligible for 60% of the wellness reimbursement ($500 at 60% = $300).

If you are unsure whether an item, activity, program, piece of equipment, etc. will be reimbursed, please contact your local Human Resources department before incurring any costs. It will be up to the sole discretion of the Human Resources department to determine if an item, activity, program, etc. is eligible for reimbursement under this program.

What is covered?

Fitness Activities
Allowable expenses include but are not limited to the following:
- Health club/gym memberships
- Individual fitness classes with a certified instructor, such as aerobics, spinning, kick-boxing, step or water aerobics, Zumba, Pilates and yoga
- Sessions with a personal trainer
- Sports leagues (bowling, soccer, etc.)
- Seasonal ski passes
- Swim lessons
- Green fees for golf
- Sailing lessons
- Horseback riding
- Meditation classes
- Workout videos/DVDs and audio or video-streaming workout classes
- Home video game console accessories (such as Wii Fit Board)
- Home video game console fitness games (such as Wii Zumba, Xbox P90X)

Fitness Equipment
Allowable expenses include but are not limited to the following:
- Treadmills, stationary bikes, non-stationary bikes, elliptical machines, muscle-toning machines, Nordic-Track machines, Pilates equipment and rowing machines
- Free weights
- Exercise ball
- Recreational sports equipment such as basketballs, baseballs, tennis balls, bowling balls, racquets, skis, hula hoops, helmets, etc.
- Devices whose primary function is fitness related (such as a Pedometer, Heart Rate monitor, Fitbit) Please note: employees will only be reimbursed for one fitness tracker purchase per calendar year.
WELLNESS REIMBURSEMENT POLICY, cont’d

Athletic Shoe Reimbursement
Up to $75 of the $500 reimbursement can be used for athletic shoes per calendar year (i.e. sneakers, hiking boots).

Weight-Management Programs
Allowable expenses include but are not limited to the following:
- Weight Watchers
- Jenny Craig
- Medical Weight Loss Clinic

Please note: If you are enrolling in a weight-management program that requires you to purchase food, the food will not be eligible for reimbursement under this program. Only program fees, such as membership dues, administration or registration fees, are covered.

What is not covered?
Items not eligible for reimbursement under the program include but are not limited to the following:
- Country club memberships
- Fitness apparel, accessories, or footwear (with the exception of athletic shoes as stated above)
- Home video game consoles or systems (such as Wii or Xbox)
- CITI Bike memberships
- Dietary supplements or vitamins
- Food
- Devices whose primary function is not fitness related (e.g. Apple Watch)

FAQs

How do I apply for reimbursement?
To apply for reimbursement, you must complete a Wellness Reimbursement Form, available in the Human Resources/Forms section of Igloo. You must also provide proof of payment (i.e. receipts, bank or credit card statements and/or cancelled checks, etc., which must be in your name). Please see the Wellness Reimbursement Form for submission details.

How often can I submit for a Wellness Reimbursement?
You can submit your expenses only once per calendar year. To submit multiple expenses incurred during the calendar year, all expenses must be included on the Wellness Reimbursement Form.

How do I receive reimbursement?
Payments are made through your regular paycheck and are subject to applicable taxes. You will typically receive your reimbursement within one to two pay periods from when your reimbursement request is received and approved. You will be contacted if your request is not eligible for reimbursement.

Can my family members apply for a Wellness Reimbursement?
No. This benefit is available for your use only. Family members are not eligible for a reimbursement under this policy.

Can I get reimbursed for items I paid for via a gift card?
No. Gift card purchases are not valid for reimbursement.
Is there a deadline to submit my Wellness Reimbursement?
Yes. Your reimbursement application must be received by the Westminster HR department no later than March 1 for expenses incurred in the previous calendar year.

Is my Wellness Reimbursement considered taxable income?
Yes. All reimbursements made under the Wellness Reimbursement Program are considered taxable income by the IRS and will be included on your W-2 form. Applicable federal, state and local taxes will be withheld from the reimbursement.

Additional Information Regarding Documentation

Memberships: To receive reimbursement for a health club/fitness center membership, you must provide a receipt that shows payment(s) for the specific year of the reimbursement.

Individual Classes: To receive reimbursement for fitness classes that are not part of a fitness center membership, please provide a receipt that lists the cost of the classes.

Fitness Equipment: To receive reimbursement for the purchase of exercise equipment, you must submit a sales receipt showing the date of purchase, the cost of the equipment, the type of equipment and where the equipment was purchased. Shipping charges are not reimbursable.

Weight-Management Programs: To receive reimbursement for weight-management programs, you must submit a valid sales receipt, voided check or credit card records showing the date of purchase, the cost of the program and the type of program. If you are enrolled in a weight-management program that requires a monthly fee, please remember that you must submit all expenses once per calendar year.

Athletic Shoe Reimbursement: To receive reimbursement for the purchase of athletic shoes, you must submit a sales receipt showing the date of purchase, the cost of the shoes, the type of shoes and where the shoes were purchased. Shipping charges are not reimbursable.