



# Employee Playbook: *Rules of the Game*

Updated March 2023





## Table of Contents

<b>SECTION ONE: SOME OF OUR MOST IMPORTANT POLICIES .....</b>	<b>1</b>
Equal Employment Opportunity (EEO) .....	1
Harassment Prevention Policy .....	1
Breaks for Nursing Mothers .....	5
Reasonable Accommodations .....	6
Compliance Helpline .....	6
Whistleblower Policy .....	7
Drug and Alcohol Policy .....	8
Enforcement .....	13
Verification of Authorization to Work in the United States .....	13
<b>SECTION TWO: PROTECTING YOU AND OUR BUSINESS .....</b>	<b>14</b>
Workplace Health and Safety .....	14
Firearms and other Weapons .....	15
Inspection of Work Area .....	15
Parking Lots and Roadways .....	15
Workplace Security .....	15
Criminal Convictions .....	16
Company Property .....	16
Conflicts of Interest .....	16
Outside Employment .....	16
Personal Relationships .....	16
Confidential Information .....	17
Merchandise Discount Policy .....	18
Business Ethics .....	18
<b>SECTION THREE: ALL STAR PERFORMANCE .....</b>	<b>18</b>
Basic Work Rules .....	18
Personal Appearance .....	19
Remote Work Policy .....	20
Time and Attendance .....	20
Tardiness and Absenteeism .....	20
Meal and Rest Breaks .....	21
Overtime .....	21
Timekeeping Procedures .....	21
Disciplinary Procedures .....	22

<b>SECTION FOUR: COMMUNICATION .....</b>	<b>22</b>
Problem-Solving Game Plan.....	22
Bulletin Boards .....	23
Solicitation .....	23
Notice of Temporary Location Closures and Other Shift Updates.....	23
Contact by External Entities .....	23
Contact by Government Agencies.....	23
Contact by Media or other External Entities.....	24
Electronic Communications.....	24
Social Media.....	24
Know and Follow All Fanatics Policies .....	25
Be Thoughtful .....	25
Be Honest and Accurate .....	25
Maintain Confidentiality .....	25
Properly Identify Yourself.....	25
You Are Not Authorized to Speak on Behalf of the Company.....	26
Official Fanatics Posts .....	26
<b>SECTION FIVE: TIME AWAY FROM WORK .....</b>	<b>26</b>
Family and Medical Leave Act (FMLA) .....	26
FMLA Questions or Concerns .....	26
Employee Eligibility .....	26
Conditions Triggering Leave .....	27
Definitions.....	27
Identifying the 12 Month Period.....	27
Use of Accrued Paid Leave.....	28
Maintenance of Health Benefits .....	28
Notice and Medical Certification .....	28
Employer Responsibilities .....	29
Eligibility.....	29
Qualifying Leave .....	29
Job Restoration.....	29
Failure to Return After FMLA Leave.....	29
Other Employment.....	29
Fraud.....	29
Employers' Compliance with FMLA and Employee's Enforcement Rights .....	30
Military-Related FMLA Leave .....	30
Definitions.....	30

Military Caregiver Leave .....	31
Qualifying Exigency Leave.....	32
Limited Nature of This Policy.....	33
Failure To Return From Leave or To Comply With Company Policy .....	33
Workers' Compensation .....	34
Military Leave.....	34
Holidays and Other Paid Time Off.....	34
<b>About this Playbook.....</b>	<b>35</b>

## **SECTION ONE: SOME OF OUR MOST IMPORTANT POLICIES**

### **Equal Employment Opportunity (EEO)**

Fanatics is committed to providing equal employment opportunities in all of our employment programs and decisions. To that end, Fanatics strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, gender (which includes gender identity or expression, as well as pregnancy, childbirth, or related medical conditions), sexual orientation, national origin, ancestry, age, physical or mental disability, genetic information, marital/civil union/domestic partnership status, military or veteran status, taking statutorily protected leaves, or any other characteristic or activity protected by federal, state, or local law. This policy applies to all terms and conditions of employment, including, but not limited to, recruitment and hiring, placement, promotion, termination, reductions in force, recall, transfer, leaves of absence, compensation and training.

Any questions regarding this policy or its implementation should be directed to Human Resources.

### **Harassment Prevention Policy**

Fanatics has adopted a zero-tolerance policy toward unlawful discrimination, harassment and retaliation. This zero-tolerance policy means that we do not tolerate any form of unlawful discrimination, harassment, or retaliation on the basis of race, color, religion, sex, gender (which includes gender identity or expression, as well as pregnancy, childbirth, or related medical conditions), sexual orientation, national origin, ancestry, age, physical or mental disability, genetic information, marital/civil union/domestic partnership status, military or veteran status, taking statutorily protected leaves, or any other characteristic or activity protected by federal, state, or local law.

Our Harassment Prevention Policy applies to all employees, including all members of management, such as supervisors and managers, as well as to all applicants and interns. Fanatics prohibits managers, supervisors, employees and interns from harassing co-workers as well our customers, vendors, suppliers, consultants, independent contractors and other third parties doing business with Fanatics. Any violation of this policy will subject employees to disciplinary action, up to and including immediate termination.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation is encouraged to report it using the steps listed below.

**What Is "Sexual Harassment"?** Sexual harassment is a form of sex discrimination which is unlawful pursuant to state and federal law. Local laws may also apply.

Sexual harassment includes harassment on the basis of sex (including same sex), sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Applicable law generally defines sexual harassment to include unwelcome conduct (such as sexual advances, requests for sexual favors, and verbal or physical conduct) which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating, or sexually offensive work environment (even if the reporting individual is not the intended target of the sexual harassment);
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions.

A sexually harassing hostile work environment includes, but is not limited to: words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by an individual which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to exchange actual or promised job benefits for sexual favors. This can include hiring, promotion, continued employment, reviews, salary increases, promotions, increased benefits or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Sexual harassment can occur between males and females, or between persons of the same sex. Sexual harassment that occurs because the victim is transgender is also unlawful.

To constitute harassment, the law generally requires that inappropriate behavior be severe or pervasive. However, a single incident may be sufficient to rise to the level of harassment, depending on the severity of such incident.

**Examples of Prohibited Sexual Harassment:** By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Physical acts of a sexual nature, including but not limited to touching, pinching, patting, kissing, hugging, massaging, grabbing, brushing against another employee's body, poking another employee's body, rape, sexual battery, molestation or attempts to commit assault;
- Unwanted or unwelcome sexual advances or propositions, including but not limited to: (1) requests for sexual favors accompanied by implied or overt threats concerning the individual's job performance evaluation, a promotion or other job benefits or detriments; (2) subtle or obvious pressure for unwelcome sexual activities; or (3) sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience;

- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look;
- Sexual or discriminatory displays or publications anywhere in the workplace, including but not limited to displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
- Dissemination of sexually explicit voice mail, graphics, downloaded material, or web sites in the workplace;
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as: interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; sabotaging an individual's work; bullying, yelling, or name-calling;
- Making suggestive or lewd remarks about an individual's appearance, body or style of dress;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; or
- Stalking resulting in a person having reasonable cause to feel uncomfortable within the workplace, including Company parking areas.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

**Other Examples of What Constitutes Prohibited Harassment:** In addition to the above listed conduct, the Company strictly prohibits workplace harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, derogatory comments and any other offensive remarks;
- Jokes (regardless of whether written, verbal or electronic);
- Pictures, drawings, photographs, figurines, or other graphic images;
- Threats, intimidation and other menacing behavior;
- Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- Inappropriate verbal, graphic, or physical conduct; or



- Sending or posting harassing messages, pictures, videos or messages via text, instant messaging, or social media.

**Prohibition Against Retaliation:** The Company also prohibits unlawful retaliation. Retaliation occurs when an adverse action is taken against an employee because of their involvement in a protected activity. By way of illustration only, and not limitation, such protected activities may include:

- Making, filing and/or reporting a complaint of discrimination, harassment, or retaliation, either internally or with any anti-discrimination agency;
- Testifying, assisting, or participating in a proceeding or investigation involving discrimination, harassment and/or retaliation under applicable state, federal or local law;
- Opposing discrimination, harassment and/or retaliation by making a verbal or informal complaint to management, or by simply informing a supervisor or manager;
- Complaining and/or reporting that another worker has been discriminated against, harassed or retaliated against; or
- Encouraging a fellow worker to report discrimination, harassment, retaliation and/or any other violation of this policy.

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a harassment claim. An adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

No person covered by this policy will be subject to adverse action because they reported an incident of harassment, provided information, or otherwise assisted in any investigation of discrimination or harassment in good faith. The Company will not tolerate such retaliation against anyone who reports or provides information about a suspected violation of this policy.

Anyone who retaliates against those involved in a discrimination and/or harassment investigation will be subjected to disciplinary action, up to and including termination. All employees who believe they have been subject to retaliation should inform Human Resources, immediately.

**Reporting Violations:** We cannot prevent or remedy discrimination, harassment (including sexual harassment) or retaliation unless we know about it.

**Anyone who has been subjected to behavior that may violate this policy should report such behavior to Human Resources locally or contact the Human Resources department at 1-833-FANLINE (326-5463) or [HumanResources@fanatics.com](mailto:HumanResources@fanatics.com).** Similarly, anyone who witnesses or becomes aware of potential instances of discrimination, harassment (including sexual harassment) and/or retaliation should report such behavior to Human Resources.

**You may also report your concerns anonymously on the Company's Employee Compliance Helpline website at <http://www.fanatics.ethicspoints.com> or at (833)-999-7327.**

Reports of discrimination, harassment (including sexual harassment) and/or retaliation may be made verbally or in writing.

All supervisors and managers who receive a complaint or information about a suspected violation of this policy, observe what may be harassing behavior or for any reason suspect that harassment is occurring, are required to report such suspected violation, immediately, to Human Resources.

**Investigation of Violations:** All complaints of unlawful discrimination, harassment (including sexual harassment), or retaliation reported to management will receive a timely response and will be thoroughly investigated in a fair and prompt manner by impartial and qualified personnel. Investigations will be conducted in a manner which provides all parties with appropriate due process. Investigations may include: (i) conducting an immediate review of the allegations; (ii) taking any interim steps necessary during the pendency of the investigation; (iii) preserving relevant information; and (iv) interviewing relevant witnesses, including but not limited to employees in the same protected class as those who complained of discrimination, employees who are supervised by the alleged discriminating manager(s) and employees named in the complaint. The Company will ensure that the investigation is properly documented.

Complaints of unlawful misconduct reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate and thorough investigation.

All employees are required to cooperate with any internal investigation of discrimination, harassment and/or retaliation. Lying to Human Resources, Legal or anyone else investigating complaints on behalf of Fanatics is considered non-cooperation and may by itself result in termination of employment.

Upon conclusion of the investigation, the Company will notify appropriate parties that the necessary action has taken place and that the investigation has been completed.

**Violation of this Policy:** Employees, including managers and supervisors, engaging in unlawful discrimination, harassment, and/or retaliation will be subject to disciplinary action up to and including immediate termination. The Company will not tolerate such conduct in violation of this policy.

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 discrimination, harassment or otherwise knowingly allowing harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

We are committed to creating a workplace free of discrimination, harassment, and retaliation. If you believe this policy may have been violated, please contact Human Resources through the information provided above.

## **Breaks for Nursing Mothers**

For up to one year after their child's birth, nursing mothers will be provided reasonable break times to express breast milk for her baby. You may be required to schedule these breaks during or alongside other breaks and they are generally unpaid where permitted by law.

Fanatics provides designated rooms for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with

the name of the employee. Items other than expressed milk are prohibited and may be disposed of. Nursing mothers wishing to use this room must reserve the room by contacting Human Resources. Additional rules for use of the room and refrigerator storage are posted in the room.

### **Reasonable Accommodations**

To assist our employees who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Similarly, we will make reasonable accommodations for religious beliefs and practices.

Under this policy, we may modify job duties or offer you a schedule change or transfer in order to comply with your medical or religious requirements or restrictions. Additionally, we may provide additional resources and/or tools.

There are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, would cause the employee to be a direct safety threat to the employee or others, we may be unable to place them in a particular position.

If you need to request a reasonable accommodation because of a disability, on-the-job injury or limitation due to pregnancy, childbirth, or a related medical condition, please email [accommodations@fanatics.com](mailto:accommodations@fanatics.com) or contact Human Resources. Likewise, if you need an accommodation for religious holidays, beliefs or practices, contact Human Resources. In all instances, we will discuss the matter with you, evaluate your request, and reasonably accommodate you to the extent possible.

Employees who seek an accommodation for a disability may be required to submit supporting documentation from their healthcare provider or submit to a fitness for duty review.

Any employee who has questions or concerns about reasonable accommodations in the workplace is encouraged to report these issues to the attention of Human Resources or the Compliance Helpline. You can raise concerns and make reports and/or requests without fear of reprisal. The Company does not discriminate or retaliate against any employee for requesting or using a reasonable accommodation. Anyone who retaliates against an employee for reporting concerns, making an accommodation request, or using an accommodation will be subject to discipline, up to and including immediate termination.

### **Compliance Helpline**

Employees who wish to report suspected policy or ethical violations anonymously, can use the Company's Compliance Helpline. These helpline services are administered by third party Lighthouse Services and may be reached as follows:

Website: <http://www.fanatics.ethicspoints.com>

Toll-Free Telephone:

- USA [English]: 833-999-7327

E-mail: [fanatics@lighthouse-services.com](mailto:fanatics@lighthouse-services.com)

When making a report, you must include the Company's name with the report. Even if you choose to remain anonymous, please provide as much as information as possible, such as names, dates, locations or descriptions as appropriate, to assist our investigation. Once a report is filed, we encourage you to check back periodically in case additional information is needed from you in order to complete our investigation.

### **Whistleblower Policy**

Fanatics is committed to the highest possible standards of openness, and accountability. In line with this commitment, we expect and want our employees or anyone else who has serious concerns about any aspect of the Company's business to come forward and voice those concerns. Business concerns may include a violation of Fanatics policy or being asked or required to participate in a violation of law. Fanatics is committed to correcting any errors and sometimes you may be the only way such errors will come to light so that they can be addressed. If you do come forward in good faith, you can do so without fear of retaliation.

All employees are encouraged to report all evidence of the following types of activities by any person and/or department of the Company:

- An instance of theft or fraud of any kind, including corporate fraud;
- Dishonesty or misrepresentation;
- Unethical business conduct, including leaking information related to information security and investigations;
- Violation of our Equal Employment Opportunity or Anti-Harassment Policy;
- A violation of federal, state, local or any other law; or
- Danger to the employee or the public's health and safety.

Any employee who in good faith reports such incidents as described above will be protected from retaliation. In addition, no employee may be adversely affected because the employee refused to carry out a directive that violates this policy and/or applicable law.

Any employee who wants to report evidence of alleged improper activity should contact Human Resources or the Compliance Helpline. Employees are encouraged to provide as much specific information as possible including names, dates, places, and events that took place.

## **Drug and Alcohol Policy**

Fanatics has a responsibility to its employees and the public to deliver products and services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not obvious, can have catastrophic results.

Accordingly, as a condition of employment, the Company prohibits you from reporting to work or performing your duties with any unlawful drugs or alcohol in your system. You are prohibited from consuming alcohol during worktime or on Company property, unless at an approved Company event or the consumption of alcohol has been approved by the Company. You are also prohibited from using, possessing, manufacturing, selling, trading, distributing, dispensing or making arrangements or offering to distribute unlawful drugs while at work, while performing job duties, off site at training or meetings, on Company or customer property (including personal vehicles onsite), during lunch or breaks, or in Company vehicles. Further, using someone else's prescription drug, using prescription or over-the-counter drugs in a manner, combination or quantity that is inconsistent with the prescription or label indications, or reporting to work under the influence of, or using at work, prescription drugs that could reasonably be expected to create a safety risk also is prohibited. Failure to comply with this Policy will result in disciplinary action, up to and including termination.

### *Drug and Alcohol Testing*

In accordance with applicable federal and state law, the Company may require drug or alcohol testing under the following circumstances:

1. Pre-employment or re-employment;
2. When the Company has a reasonable suspicion that you have consumed alcohol or unlawfully used drugs in the workplace or on working time or you are under the influence of alcohol or unlawfully used drugs in the workplace or on working time in violation of this Policy;
3. After a workplace accident occurs that results in injury to another individual, in property damage, or in a work-related injury where medical treatment is necessary at the time the accident or injury is reported, and your conduct could have contributed to the accident, you will be required to submit to drug testing. Employees may also be required to submit to alcohol testing when there is reasonable cause to believe that alcohol use may have contributed to the accident or injury;
4. Where permitted by applicable federal or state law as part of a random testing program, such as for safety sensitive positions; and
5. Where otherwise required by law.

"Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of this Policy and is based on specific, objective, and articulable facts and

reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of substance abuse provided by a reliable and credible source;
4. Evidence that an employee or applicant has tampered with any substance abuse test during his or her employment with the Company;
5. Information that an employee has caused or contributed to an accident at work; or
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the Company's vehicles, machinery, or equipment.

An employee or applicant may refuse to undergo drug and/or alcohol testing pursuant to this policy. However, as the following actions are considered a violation of this policy and will subject an employee or applicant to discipline, up to and including immediate termination of employment or revocation of the conditional job offer:

1. Refusing to take a test when requested.
2. Tampering with the sampling or testing procedure.
3. Failing to provide an adequate sample for testing.

#### *Substances Tested For*

Depending on applicable law, the Company will generally test for the following substances:

1. Cocaine;
2. Marijuana (THC, cannabinoids);
3. Phencyclidine (PCP, Angel Dust);
4. Amphetamines, including methamphetamines (Crystal Meth); and
5. Opioids, including heroin, codeine and morphine.

Where required by law, prior to testing, the Company will notify you of any additional substances to be included in the test. To obtain specific details about your location, please contact Human Resources.

#### *Testing Method and Collection Procedures*

The Company may require you to provide breath, hair, urine, saliva or blood specimens to determine the presence of drugs or alcohol in violation of this Policy. If you are selected for testing, you must go to the collection and testing facility designated by the Company immediately. All

testing will be performed by an independent and highly reputable laboratory or health care provider that has been certified in accordance with applicable federal and state laws and regulations. Chain of custody procedures will be maintained. Collection, storage and transportation will be performed so as to reasonably prevent sample contamination, adulteration, or misidentification.

### *Confirmation Testing*

Positive initial drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS) or some other comparably reliable method. For further details on the testing method and collection procedures, please contact Human Resources.

### *Medical Review Officer (MRO)*

If an applicant or employee has a positive confirmed test result, a legally qualified Medical Review Officer (MRO) will attempt to contact the applicant or employee to discuss the findings privately and confidentially.

### *Medication*

If you are taking over-the-counter and/or prescribed medications, depending on the medication, it may result in a positive test result. You will have the opportunity to disclose any information you consider relevant to the test, including the identification of currently or recently used prescription and nonprescription drugs or other relevant medical information, and consult with the MRO prior to and after testing. The MRO will take any information about the applicant or employee's use of prescription or over-the-counter medication, identified from this confidential conversation, into account when interpreting any positive confirmed test results.

Although the proper use of prescribed medication is not prohibited, the abuse of prescription medication is unlawful and may subject you to disciplinary action up to and including immediate termination. You should consult with a Company-designated physician or Human Resources when you are legitimately taking medication which you have reason to believe may affect safety or performance. This includes, but is by no means limited to, prescription opioid medications such as OxyContin, Percocet, Vicodin, Lortab, Codeine, Morphine, Fentanyl, and other similar medications. You may not take another person's medication. Any prescription medication brought onto or into Company or customer property (including vehicles) must be retained in its original container labeled with the original pharmacy label.

### *Consequences of a Positive Test or Violation of this Policy*

**Any violation of the rules set forth in this policy may result in disciplinary action up to and including immediate termination of employment or disqualification of employment. These rules include:**

1. A confirmed test indicating being under the influence of alcohol or the presence of unlawfully used drugs in your system;
2. Refusal to cooperate with the Company in any test, search or investigation, or to execute any paperwork or consent forms necessary for examinations or tests;

3. Possession of, distribution of, or consumption of drugs classified as illegal or as a controlled substance under state or federal law, unauthorized alcohol, or drug paraphernalia; or
4. Tampering with, adulterating, or diluting a test sample.

Implementation of the foregoing discipline may, in the Company's sole discretion, be delayed pending successful completion by the employee of a drug or alcohol rehabilitation program. If the employee successfully completes such a program, the employee may be reinstated to the employee's former position, if still available.

#### *Notice and Copy of Results*

All applicants and employees may obtain a copy of their own drug testing records. Requests should be made to Human Resources.

Within seven (7) days of the test result, unless state law provides for a different time period, the Company will provide a copy of the following to an applicant or employee with a positive test result:

1. A copy of the written Drug and Alcohol Policy;
2. A copy of the confirmed result;
3. A notice of the availability of re-testing of the original sample at the individual's expense; and
4. The anticipated disciplinary action.

#### *Right to Explain Results*

An applicant or employee may submit a written statement explaining the test result. To do so, the job applicant or employee must contact the MRO within seventy-two (72) hours, or as otherwise permitted under state law, after receiving the notification of the positive test result from the MRO. Any such statement will be maintained along with the test result.

#### *Right to Retest*

Employees and applicants have the right to request that confirmed screenings be retested at the same or another state approved laboratory. Requests for retesting of the original sample must be made to the MRO in writing within five (5) days of written receipt of the positive test result, and will be at the applicant or employee's expense, unless otherwise required by law.

#### *Denial of Other Benefits*

Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs following a workplace injury, may be disqualified from workers' compensation benefits.



### *Confidentiality*

The Company will keep information received in connection with this policy confidential except to the extent that disclosure is requested or consented to in writing by the applicant or employee, permitted in connection with any legal action, or as otherwise required by applicable state or federal law.

### *Permissible Consumption*

Alcoholic beverages may be available for consumption at certain worksites, business-related events, meetings, and social occasions, as well as industry meetings and conferences. Company-authorized purchase and/or consumption of alcohol at these events does not violate this policy. However, if you are determined to be under the influence of alcohol during working hours or in the course of your job duties such that your judgment and/or job performance is impaired, or you engage in offensive and/or unprofessional conduct or other Company policies are violated the Company reserves the right to take disciplinary action, up to and including termination.

### *Marijuana*

While some states have legalized marijuana for medicinal or recreational purposes, the Company is entitled to maintain a drug-free workplace. Accordingly, marijuana (including edibles and beverages containing THC) and its use are strictly prohibited on Company property. Any employee who fails a drug test for marijuana may be subject to discipline, up to and including termination, in accordance with applicable state law.

Where state law allows for the use of marijuana for medicinal purposes, an employee's use outside of work should not cause the employee to be impaired at work such that he/she poses risk to the safety of the employee or his/her co-workers. Employees must be able to maintain concentration, focus, situational awareness, alertness, and quick reactions where essential to their position. The Company will comply with all legal obligations required by applicable state and/or federal law.

### *Self-Admission and Asking for Assistance*

The Company urges any employee with substance abuse issues to seek help before health, safety and job performance are affected. If you want to seek help for drug or alcohol problems prior to being caught in violation of the Company's policy or being asked to undergo a test or prior to engaging in misconduct, you may be given the opportunity to seek professional treatment. Please see Human Resources for more information. In addition, employees who have questions or need information on drug or alcohol abuse can contact the following organizations:

- The National Institute on Drug Abuse Hotline: 800-662-HELP (4357);
- Cocaine Addiction Hotline: 800-COCAINE (262-2463); or
- Alcoholics Anonymous: Check [www.aa.org](http://www.aa.org) for your local chapter.

Where applicable, the Company will provide employees with information regarding any resource files it is required to maintain by law.

### *Employee Assistance Program*

Employees with substance abuse issues are encouraged to take advantage of the Confidential Employee Assistance Plan (EAP) at no charge. Each employee receives a card with contact information for the EAP. If you need another card, please ask Human Resources.

### *Employees Covered by DOT Requirements*

This policy applies to all employees, including drivers covered by the Department of Transportation's (DOT) regulations on drugs and alcohol. In addition to this policy, we also comply with the DOT requirements and all DOT drivers are subject to the DOT regulations on drugs and alcohol.

### *Reasonable Search*

There is no expectation of privacy in the workplace. Worksites, offices, desks, lockers, Company vehicles, privately-owned vehicles parked on Company property, and employees' belongings brought onto Company property are subject to search by management for illegal or prohibited drugs or other evidence of violations of this Policy in accordance with applicable state law. Employees may be requested to present personal property to management for inspection based on reasonable suspicion. Note also that employees' locked areas or containers do not prevent a search, and an employee may be asked to remove a personal lock at any time. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him/her, and compensate the employee for the lock. Any such searches will be coordinated with management or Human Resources.

### *Enforcement*

This policy will be interpreted and enforced in compliance with applicable law. Where required by law, additional notices will be provided to the employee.

### **Verification of Authorization to Work in the United States**

Fanatics is committed to timely completing its I-9 verification procedures for all new hires and reverification procedures (where applicable) to ensure all U.S. employees are authorized to work in the United States. Each employee on his/her start date shall fully and properly complete Section 1 of a current and unexpired I-9 form, and be provided with a list of acceptable A, B or C documents. In completing the I-9, Fanatics will not specify List A, B or C documents and will not request more or different documents than necessary. Fanatics shall not reject List A, B or C documents that reasonably appear to be genuine. Within three business days following the employee's start date, an authorized Fanatics representative shall inspect the original verification documents provided by the employee. If the document(s) appear acceptable, genuine, and relate to the employee, the authorized representative shall fully and properly complete Section 2 of the I-9 form. Fanatics does not retain photocopies of the document(s) presented unless required by state law. All I-9 forms shall be retained during employment and for three years after the date of hire or one year after termination, whichever is longer.

## SECTION TWO: PROTECTING YOU AND OUR BUSINESS

### Workplace Health and Safety

Fanatics is committed to providing a safe and healthy work environment that is free from serious recognized hazards, and to complying with standards, rules and regulations.

All employees play an important role in maintaining a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and report unsafe practices and conditions.

Reporting unsafe conditions or practices is protected by law. It is a violation of Company policy for any member of management to retaliate against any employee for reporting any health or safety concerns. If you believe you have been subject to retaliation in violation of this policy, please notify Human Resources immediately. Concerns under this policy may also be reported using our Compliance Helpline.

#### *Safety Standards of Conduct*

In addition to using common sense, employees are required to abide by the following Safety Standards of Conduct. **Any failure to abide by the Safety Standards of Conduct places your job in jeopardy and could result in immediate termination of your employment.** Moreover, if you fail to follow these standards and are injured as a result, you may be denied workers' compensation benefits.

1. Report to work fit for duty and be alert for unsafe work practices and conditions. Report all unsafe practices and conditions to your manager or a Safety Representative.
2. Unsafe acts will not be permitted. Do not engage in horseplay, practical jokes, rowdy behavior, running, skipping, jumping or throwing any objects.
3. Do not stand, sit, ride, crawl under, or step over operating equipment (i.e., conveyor or machinery).
4. Report EVERY injury IMMEDIATELY, no matter how minor. For your safety and those around you, we may require that you present a doctor's release or fitness for duty certification before returning to work.
5. Do not report to work with any flu-like or COVID-19 symptoms or impaired by drugs or alcohol.
6. Obey all company rules, governmental regulations, signs, markings, and instructions.
7. Always wear any required Personal Protective Equipment (PPE).
8. Make eye contact and keep a safe distance away from any Powered Industrial Truck (PIT).
9. Do not bypass a safety device, such as an e-stop for a conveyor or safety guard for a table saw, or otherwise alter equipment or tamper with safety controls.
10. Do not operate equipment without the required training or certification.

## **Firearms and other Weapons**

The Company prohibits you and all other persons (other than law enforcement and authorized security personnel) from having firearms in working areas, in buildings, or on your person during working time or while performing work. Firearms are prohibited on all Company property and in Company vehicles. The only exception to this rule is that a person with a current license to carry a firearm may keep a firearm in his/her personal vehicle so long as it is kept out of sight in a locked, enclosed compartment or area of his/her vehicle in the Company's parking lot.

Subject to the above, possessing explosives, knives or weapons of any kind is prohibited on Company property and in Company vehicles at any time. "Possess" as used in this policy generally means to have on your person, in your vehicle or any vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, lockers, etc.), while on Company property or while you are performing work for the Company.

Any violation of this policy may subject you to discipline, up to and including immediate termination, and/or reporting to law enforcement where appropriate.

## **Inspection of Work Area**

You are reminded that permission to bring items, such as bags, onto Company property is conditioned on agreeing to inspection by the Company upon request. The Company may search, without advance notice, desks, cabinets, lockers, bags, or any other property on Company premises or in Company vehicles.

## **Parking Lots and Roadways**

Employees and visitors must park in designated areas and otherwise abide by all posted signs in our parking lots, sidewalks and roadways. Employees found parking in a restricted area or exceeding safe speeds will be subject to disciplinary action and being towed. If you have any questions as to where you should park, please ask Human Resources.

## **Workplace Security**

Workplace security is everyone's responsibility. All visitors will be required to sign in and out, note the reason for their visit in the visitor's log, and wear a visitor's badge. Notify a manager or security if an individual does not have a badge visible or if you have a reason to be concerned about safety.

Employees will be issued one (or more in some locations) badge or proximity card in order to access their work location. Badges and proximity cards are to be safeguarded and not shared with anyone else. In the event of a lost, stolen or damaged badge or proximity card, notify Human Resources or Security immediately. All badges and proximity cards are the property of the Company and are to be treated as if they are keys to the building.

Company issued keys must be safeguarded and must be returned immediately at the end of employment or any other time upon request. We prohibit making duplicate sets of keys or letting someone borrow a key assigned to you for any reason. In the event you lose a key, immediately notify your supervisor or security.

## **Criminal Convictions**

Prior to being hired, all Fanatics employees must consent to and pass a background check, which includes a review of recent criminal convictions. If we learn after you are hired that you have been convicted of a crime that causes us concern for the safety of our employees, customers or Fanatics or partner property, including our merchandise, you may be reassigned or terminated.

## **Company Property**

All Fanatics property, tools, and equipment should be used primarily for business purposes, in furtherance of your duties for the Company. Employees are not to use Company property or tools for personal reasons or outside employment. Company property includes all computers and computer-related equipment and software. If Company equipment, such as a laptop, is removed from Company property, it is the responsibility of the employee to safeguard that property. Do not leave laptops in unlocked cars, or in other places, where they could be stolen or lost. Any lost property must be reported to Tech as soon as possible in person or by submitting a ticket to [fanatics@service-now.com](mailto:fanatics@service-now.com).

Deliberate, reckless or careless use or damage to Company property will not be tolerated. Employees causing damage to Company property or equipment may be subject to disciplinary action, up to and including immediate termination.

## **Conflicts of Interest**

As an employee of the Company, you have an ethical and legal responsibility to put the interests of the Company ahead of any other business or commercial interest that you may have as an individual. A conflict of interest exists when other business or commercial interests compete with your obligation to serve the interests of the Company. Even the perception of a conflict of interest can cause harm to the Company and to the employee involved. You must not engage in activities that are or create a conflict of interest or the appearance of such a conflict.

A conflict of interest may be business or personal in nature. For example, transacting business that competes with the business of Fanatics is likely a conflict of interest that could prevent your continued employment at Fanatics.

### *Outside Employment*

Outside employment that does not pose a conflict of interest is generally permitted unless it negatively impacts your employment at Fanatics. For example, please be careful that extra hours of work performed at another job do not affect the safe performance of your regular job by leaving you tired and slow to react.

### *Personal Relationships*

A conflict of interest may also exist where employees who are related, married, dating or roommates report to one another. If Fanatics determines that a conflict of interest exists, then we will take appropriate action to resolve it. For example, in the case of two employees who are or become related, we may elect to transfer one of the employees, if an appropriate job is available, or select which employee we will retain under this policy, and may take into account such factors as business needs, job performance and an employee's voluntary resignation or transfer to avoid separation under this policy. This Playbook is not intended to prevent Fanatics employees from

dating or otherwise socializing with one another outside of work if no conflict of interest is created by doing so.

If you think that you may have a conflict of interest, you must notify Human Resources immediately. Suspected conflicts of interests in others may likewise be reported to Human Resources or to the Compliance Helpline.

### **Confidential Information**

You may, by virtue of your employment with the Company, obtain access to sensitive, confidential, restricted and proprietary information about the Company that is not generally known or made available to the public or competitors. The Company has made reasonable efforts to keep confidential information, including, but not limited to financial records, customer or vendor records and files, referral or mailing lists, credit card numbers, and similar proprietary information whether stored electronically or in paper format. Confidential information also includes:

**Personally Identifiable Information.** Any and all personal information regarding any current or past employee of the Company including but not limited to social security numbers, addresses, telephone numbers, account information, employment records, payroll and/or compensation information. It also includes source code and customer information including credit card information, phone numbers and/or address information

**Network Information, System Information and Data.** Any and all information accessible on the Company's network information system, including but not limited to network trace data, passwords, email, logs or other files.

**Product and Other Business Information.** Any and all information regarding or relating to the Company's business, products, designs, methods, policies, procedures, techniques, tactics, research or development projects or results, physical plant information, financial information of any kind, intellectual property, trade secrets, sales projections and results or other knowledge possessed by the Company which is not generally known by individuals outside Fanatics.

Such confidential information shall be used solely by you in the performance of your job duties for the Company and shall not be used in any other manner whatsoever during your employment. You shall not, without the prior written consent of the Company, use, disclose, divulge, or publish to others any such confidential information acquired in the course of your employment. This prohibition expressly includes such information in electronic form. Such confidential information is the exclusive property of the Company, and under no circumstances whatsoever shall you have any rights to use, disclose or publish to others such confidential information, subsequent to the termination of your employment.

**Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate termination, prosecution, or other available action.**

Upon termination, you must immediately deliver to the Company any and all confidential information, whether stored electronically or in paper format, including, but not limited to all copies of such documents prepared or produced in connection with your employment with the Company that pertain to the Company's business or your services for the Company, whether made or compiled by you or furnished to you in connection with such services to the Company.

**This Playbook does not limit (and will not be enforced so as to limit) the rights of non-supervisory employee to discuss wages, hours and other terms and conditions of employment with others.**

### **Merchandise Discount Policy**

Employees are eligible to receive discounts on merchandise purchased through the Fanatics website, retail store or special event. The employee discount is intended for personal use by employees which may include the purchase of gifts for friends and family. Employees are prohibited from reselling merchandise purchased using the employee discount or purchased at employee sales. For details regarding our current discount offerings please see your supervisor.

### **Business Ethics**

Fanatics requires that employees act honestly, fairly, and with a view towards “doing the right thing” in every instance. To that end, Fanatics has developed separate policies on business ethics. Those policies are available on the [Legal SharePoint](#) site and address topics such as:

Hospitality, Gifts and Travel	International Work
Bribes and Kickbacks	Labor Standards
Compliance with Laws and Regulations	Environmental Standards
Fair Competition	Charitable and Political Activities
Insider Trading and Money Laundering	Privacy and Confidentiality

## **SECTION THREE: ALL STAR PERFORMANCE**

### **Basic Work Rules**

At Fanatics, our most important rule is to use “good sense” at all times. To guide you on using good sense, we have developed the following list of work rules. Of course, this list is not all inclusive and there may be other circumstances for which you may be disciplined or even terminated. Importantly, Fanatics does not have a progressive discipline policy, meaning that we may or may not provide you advance coaching, discipline or other verbal or written notice before moving to termination of your employment.

If you have any questions about these rules, or what we expect of our employees, please discuss them with your supervisor or Human Resources.

- 1. Fighting or Threats.** To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and the others with whom we do business, the Company will not tolerate any acts of bullying, violence or even threats of violence.
- 2. Fraud or Dishonesty.** Employees must act with integrity in all aspects of work. Lying in connection with your job or falsifying Company documents, such as expense reports, time sheets or invoices, will not be tolerated.
- 3. Gratuities or Tips.** You may not accept any tip or gratuity of any kind from customers.

4. **Insubordination.** We all have duties to perform and everyone, including your supervisor, must follow directions from someone. You must not refuse to follow the lawful directions of a supervisor or member of management unless doing so would be unsafe or unethical. If you have any concerns about following the instruction of your supervisor, you should raise that concern with another member of management or Human Resources.
5. **Misuse of Company Funds.** You may not use Company funds for any unauthorized purpose.
6. **Poor Performance.** We expect all employees to make every effort to learn their job and to perform at a satisfactory level. Employees who fail to maintain a satisfactory level of performance will generally be provided the opportunity to improve if business needs allow. Employees whose performance does not improve after coaching or discipline, or poor performance that renders an employee unqualified for their job, are subject to transfer or termination.
7. **Professionalism.** We expect our employees to act with professionalism and to assist us in maintaining excellent quality of services to our partners and customers. This means using your best judgment, conduct, language, teamwork, flexibility, integrity, and job performance at all times.
8. **Sleeping.** To protect the safety of all employees and to properly serve our customers and partners, sleeping while “on the clock” or in work areas is not permitted.
9. **Smoking, Vaping and Tobacco.** Vaping or the use of tobacco in any form is permitted only in designated outdoor places at Company facilities. Smoking is prohibited by law in any area where paint or other flammable materials may be present. This policy also applies to electronic cigarettes, also known as e-cigarettes, e-cigs, e-smoke, digital cigarettes, alternative cigarettes and vaping. In cases of excessive time spent smoking, managers may restrict or curtail your smoking privileges during the workday.
10. **Theft.** Stealing or attempting to steal cash, merchandise, equipment, medicine or other property belonging to Fanatics or its employees, vendors, partners or customers is strictly prohibited. Our rule against theft includes “time clock theft.” Fanatics takes theft very seriously and generally employees found to have violated our rule against theft are terminated immediately. In some cases, law enforcement may be notified.

## **Personal Appearance**

Although we are pleased to provide a casual workplace, our employees are still expected to report to work in a clean condition and in attire appropriate for work. Specific dress, grooming and uniform standards (where applicable) may vary by location or season. Accordingly, you may receive information specific to your position from your supervisor.

Management will determine when clothing or appearance does not meet Company standards. You may be asked to leave work and return in acceptable attire or appearance. Our normal Time and Attendance Policy will apply to time spent away from work for this purpose.



## Remote Work Policy

Fanatics believes flexibility is the key in attracting, developing, and maintaining world class talent. For employees who are authorized to work from home or other remote work location, whether regularly scheduled, occasionally or in extraordinary circumstances such as inclement weather or national emergency, the following shall apply:

- Remote Work is a benefit, not a right, subject at all times to management approval, which may be rescinded at any time.
- Remote Work will not change salary, benefits, compensation, paid time off or other benefits, unless required by applicable law.
- Remote Work must be performed during your regularly assigned work hours, unless an alternative arrangement is approved by your manager.
- For approved hourly workers, all hours must be tracked the same as they would be in a Fanatics facility. Overtime must be approved in advance. Unauthorized overtime may result in disciplinary action. As when in a Fanatics location, working off the clock is prohibited.
- Remote workers may be called upon to be present in a Fanatics facility for meetings or other events at the discretion of management.
- Remote workers planning to relocate outside reasonable commuting distance of their assigned Fanatics office location must seek manager approval in advance to be sure business needs can be met from the new location. As always, any change in your home address must be updated in UltiPro as soon as possible, particularly when your change in home address could trigger a change in state or local income tax withholdings.

**Fanatics reserves the right to withdraw eligibility to work remotely at any time and for any reason. Reasons may include (but are not limited to): change in job requirements, individual performance, and manager's discretion.**

For more information on our Remote Work Policy please visit our [Starting Lineup](#).

## Time and Attendance

### *Tardiness and Absenteeism*

Fanatics employees depend on one another's regular attendance and punctuality to help keep our business running smoothly. Of course, we know life happens. If you will be late to work or absent altogether due to sickness or pressing personal reason, you must inform your manager as soon as possible. In the case of sickness, we may ask for a note from your healthcare provider.

Employees in certain roles or locations may be required to contact our designated workforce management vendor prior to shift start so that the employee's work may be reassigned. Employees who are repeatedly absent or tardy, with or without approval, are subject to disciplinary action, up to and including termination, unless such absenteeism or tardiness is otherwise protected by law.

### *Meal and Rest Breaks*

Lunch and other break times, including the length of such breaks, will be set by your supervisor and may be varied to meet business needs, where permitted by law. Generally, meal breaks are not paid, so be sure that you are not performing any work while on a meal break. Other breaks lasting less than 20 minutes are generally paid. Employees who return late from break or who take unauthorized breaks may be subject to a pay adjustment, where permitted by law, and/or disciplinary action.

### *Overtime*

The Company may periodically schedule overtime work or weekend work to meet our business needs. Where possible or required by law, we will attempt to give you advance notice. Failure to report for scheduled overtime work will be treated as a disciplinary issue.

Overtime compensation varies depending on your pay plan, job duties, state of employment, and other regulatory factors. For example, our exempt employees paid on a salary basis normally do not receive extra pay for overtime hours. Our non-exempt employees paid on an hourly basis receive straight-time pay plus half-time pay (the time-and-one-half rate) for overtime hours. Paid time not worked, such as holiday pay, discretionary inclement weather pay or Paid Time Off, is generally not included when calculating overtime hours worked. In any event, all overtime work will be paid properly and in compliance with applicable law.

### *Timekeeping Procedures*

Employees who are paid hourly are required to record all hours of work for the Company. Accurately recording all of your time is required to be sure that you are paid for all hours worked. You will be informed on your first day on the job whether you are required to keep your time by a time clock, a time sheet, or by some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Your assigned shifts will be determined by management based on business needs and is subject to change at any time, though we will use our best efforts to communicate any shift changes in advance. You may not clock-in or begin working more than five (5) minutes before your scheduled start time. If you make a good faith mistake on your time, such as forgetting to clock-in at the beginning of your shift or clock-out at the end of your shift, please report it to your manager.

Employees are strictly prohibited from working "off the clock." Any non-exempt employee directed by any member of management to perform work while not clocked in is encouraged to report it to Human Resources. Reports of requiring work off the clock may also be made anonymously on our Employee Compliance Helpline website <http://www.fanatics.ethicspoints.com> or at (833)-999-7327.

Employees are also prohibited from clocking in or remaining clocked in when they are not working, other than during authorized paid breaks. Sleeping, eating, leaving the facility or otherwise not working while remaining clocked in without authorization will be considered time clock theft and is grounds for immediate termination.

Under no circumstances may you record another employee's time or ask another employee to record your time. Recording another employee's time or asking another non-management employee outside Human Resources to record your time may result in discipline or termination.

## **Disciplinary Procedures**

Though we hope it will be rare, there are times when an employee's actions (or in some cases, failure to act) will result in disciplinary action. Such action may consist of any of the following, which may be repeated or omitted at management's discretion:

- Documented coaching
- Verbal warning
- Written warning
- Final written warning
- Suspension without pay
- Termination

Fanatics does not guarantee that one form of disciplinary action will necessarily precede another. For example, particularly egregious conduct may result in immediate termination of employment even if the employee has no previous discipline on file. The severity of disciplinary action depends upon, among other things, the nature and gravity of the offense and its impact on the Company.

## **SECTION FOUR: COMMUNICATION**

### **Problem-Solving Game Plan**

If there is anything about your employment at Fanatics that is bothering you, let's get it out in the open and discuss it. We cannot win as a team without answering your questions and/or solving problems, so please give us a chance to help. Though it is your right to report concerns outside of Fanatics, we always prefer to work with you directly.

Should you encounter an issue at work, it usually can be resolved by following these steps:

1. First, discuss any concern with your immediate supervisor. Very often, your supervisor is in the best position to handle your concern satisfactorily.
2. If you are not satisfied after you speak with your immediate supervisor, or if you feel you cannot speak to your immediate supervisor, speak to any member of our Human Resources team.

We expect all parties included in the Problem-Solving Game Plan will be guided by the following principles:

- All concerns will be reviewed and handled with confidentiality to the maximum extent possible.
- All parties will cooperate and support the process by encouraging participation and welcoming feedback.

When you inform us of a concern or problem, we will try to answer you as soon as practical under the circumstances.

You may also report your concerns anonymously on the Company's Compliance Helpline website at <http://www.fanatics.ethicspoints.com> or at (833)-999-7327.

### **Bulletin Boards**

The Company maintains bulletin boards at various locations throughout our facilities as an important information source. These bulletin boards are to be used solely for Company announcements and government postings. Postings inconsistent with this policy may be removed and discarded by site leadership.

### **Solicitation**

Solicitation by employees on Company property is prohibited when either the person soliciting, or the person being solicited, is on work time. Work time does not include meals, authorized breaks, or other times when an employee is properly not engaged in his work activities.

Distribution of literature is prohibited at all times in work areas of our facility. Distribution of literature is permissible in non-work areas only when employees are on non-work time.

Solicitation and/or distribution of literature by non-employees on Company property is prohibited at all times unless authorized by Human Resources.

### **Notice of Temporary Location Closures and Other Shift Updates**

On occasion, due to severe inclement weather or our inability to provide essential services, a decision may be made to temporarily close your work location. The decision to close any Fanatics location must be authorized by a member of the senior leadership team. In the event of a closure, Fanatics will send you one or more text messages or voicemail messages at the mobile phone number on file with Human Resources. Similarly, we may contact you by text or voicemail with shift updates, such as mandatory overtime or voluntary time off.

You are not required to respond to these messages. In the event your cellular carrier charges you for receiving these messages, Fanatics will not reimburse you. However, you may opt out of receiving these messages at any time by notifying Human Resources.

### **Contact by External Entities**

#### *Contact by Government Agencies*

Any Fanatics employee who is contacted by a representative of a governmental agency or unit, including a process server, should not accept any document on behalf of Fanatics and should not answer any questions on behalf of Fanatics unless specifically authorized to do so. Government representatives attempting to contact Fanatics should be referred to the General Counsel or her designee so that Fanatics may fulfill any obligation imposed upon it by law or regulation. This policy is not designed to prohibit an individual's cooperation with a government investigation.

### *Contact by Media or other External Entities*

If an employee is contacted by the media or other non-governmental external entity to speak on behalf of Fanatics, they should refer that person to [PR@Fanatics.com](mailto:PR@Fanatics.com).

### **Electronic Communications**

Electronic Communications are those communications created, sent, received, used, transmitted, or stored using Fanatics communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. Electronic Communications include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voicemail, fax machines, computers, iPads, tablets, smartphones (including Androids, iPhones and similar devices), telephones, cellular phones, including those with cameras, internet access, and back-up storage, and information on a memory card, flash drive, or any other type of storage device. Given the breadth of technology available today and how rapidly technology develops, this list is not complete. We will refer to these and all communication devices as our Systems.

All Electronic Communications contained in our Systems are Fanatics property. Although you may have an individual password to access our Systems, the Systems and Electronic Communications belong to Fanatics. The Systems and Electronic Communications are accessible to the Company at all times. Your communications on our system are not confidential or private.

You are prohibited from using our Systems to violate any law or Fanatics policy.

For more information on acceptable use of our Systems, please refer to the Fanatics Acceptable Use Policy and other policies published by Tech [here](#).

### **Social Media**

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established the following guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the internet. This includes to your own or someone else's blog, journal or diary, personal website, social network websites such as Facebook, Twitter, Instagram, Foursquare, Yelp, YouTube, Flickr, Yahoo! Finance, Wikipedia, Snapchat, Tik Tok, Pinterest, and LinkedIn, electronic bulletin boards, blogs or chat rooms, whether or not associated or affiliated with the Company, as well as any other form of electronic communications.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise adversely affects customers, vendors, suppliers, or third parties who work on behalf of the Company or its legitimate business interests may result in disciplinary action, up to and including immediate termination.

### *Know and Follow All Fanatics Policies*

Carefully read these guidelines and Confidential Information, Equal Employment Opportunity, Electronic Communications, and Harassment Prevention policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including immediate termination.

### *Be Thoughtful*

Always be fair and courteous to co-workers, customers, vendors, suppliers or third parties who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Problem-Solving Procedure, rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages customers, co-workers, vendors, suppliers or third parties that work on behalf of the Company or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or Company policy.

Of course, you are always free to decline social media invitations from co-workers and to keep your social media set to private.

### *Be Honest and Accurate*

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the internet archives almost everything, therefore, even deleted postings can be searched. The internet is immediate – nothing that is posted ever truly expires. Never post any information or rumors you know to be false.

### *Maintain Confidentiality*

Maintain the confidentiality of the Company's trade secrets and proprietary or confidential information during employment and after employment with Fanatics ends. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

### *Properly Identify Yourself*

Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company employee. Do not use any of the Company's email addresses to register on social networks, blogs or other online tools used for personal use.

### *You Are Not Authorized to Speak on Behalf of the Company*

Unless specifically authorized by your manager, you are not authorized to speak on behalf of Fanatics. Express only *your* personal opinions. If Fanatics or any Fanatics partner is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, customers, vendors, suppliers or third parties who work on behalf of the Company. If you do publish a blog or post online comments related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of Fanatics.

### *Official Fanatics Posts*

All official Fanatics posts, including blogs must be approved by our Global Communications Department, Marketing, Human Resources or the Legal Department. If you have any questions, or need guidance in general about this Social Media policy, please reach out to Global Communications at [PR@Fanatics.com](mailto:PR@Fanatics.com). No official representation can be made by any employee on behalf of the Company without prior approval. All requests should be directed to [PR@Fanatics.com](mailto:PR@Fanatics.com).

## **SECTION FIVE: TIME AWAY FROM WORK**

All employees are eligible for time away from work, which may be paid or unpaid, for a variety of reasons. For time away from work not covered in our Playbook, such as Paid Time Off and Holiday Pay, please refer to the [Benefits at Fanatics](#) site.

### **Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period, depending on the reason(s) for the leave.

### *FMLA Questions or Concerns*

While our FMLA policy provides a great deal of information, FMLA still can be a confusing process. If you have questions or concerns about your eligibility for FMLA, immediately report the question or concern to Human Resources.

### *Employee Eligibility*

To be eligible for FMLA leave, you must:

1. Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
2. Have worked at least one-thousand two hundred and fifty (1,250) hours for the Company over the preceding twelve (12) months.

All periods of absence from work due to or necessitated by service in the Uniformed Services are counted in determining FMLA eligibility.

### *Conditions Triggering Leave*

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly born child (up to twelve (12) weeks);
2. Placement of a child with you for adoption or foster care (up to twelve (12) weeks);
3. To care for an immediate family member (your spouse, child or parent) with a serious health condition (up to twelve (12) weeks);
4. Because of a serious health condition that makes you unable to perform your job (up to twelve (12) weeks);
5. To care for a covered service member with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks); or
6. To handle certain qualifying exigencies arising out of the fact that your spouse, son, daughter or parent is on covered active duty or called to covered active duty status in the Uniformed Services (up to twelve (12) weeks).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks with one (1) exception. For leave to care for a covered service member, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

### *Definitions*

A *Serious Health Condition* is an illness, 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 you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider, or one (1) visit to a health care provider and a continuing regimen of care, an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term condition, or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### *Identifying the 12 Month Period*

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with one (1) exception. For leave to care for a covered service member, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster case must be concluded within twelve (12) months of the birth or placement.



### *Use of Accrued Paid Leave*

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of you or your immediate family member, or in the case of a covered service member, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, PTO/DTO), concurrently with some or all of your FMLA leave. To substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.)

### *Maintenance of Health Benefits*

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### *Notice and Medical Certification*

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include: (1) you are unable to perform job functions; (2) a family member is unable to perform daily activities; (3) the need for hospitalization or continuing treatment by a health care provider; or (4) circumstances supporting the need for military family leave. You must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided thirty (30) days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances;

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

#### *Employer Responsibilities*

The Company will inform you of pertinent information relating to FMLA leave.

#### *Eligibility*

To the extent required by law, the Company will inform you whether you are eligible under the FMLA. Should you be eligible for FMLA leave, the Company will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. If you are not eligible, the Company will provide a reason for the ineligibility.

#### *Qualifying Leave*

The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify you.

#### *Job Restoration*

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

#### *Failure to Return After FMLA Leave*

Any employee who fails to return to work as scheduled after FMLA leave, or exceeds the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), will be subject to our normal attendance policies applicable to your position and/or location. Failure to return may result in termination if you have no other Company-provided leave available that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

#### *Other Employment*

The Company generally prohibits you from holding other employment that is inconsistent with the need for leave. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination.

#### *Fraud*

Providing false or misleading information or omitting material information in connection with FMLA leave will result in disciplinary action, up to and including immediate termination.

### *Employers' Compliance with FMLA and Employee's Enforcement Rights*

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages you to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise you that you may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, 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.

### *Military-Related FMLA Leave*

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two (2) forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### *Definitions*

A *covered service member* is either: (1) a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A *covered veteran* is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of *serious injury or illness* for current service members and veterans are distinct from the FMLA definition of *serious health condition*. For current service members, the term serious injury or illness means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating;

2. A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of fifty percent (50%) or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

*Qualifying exigencies* include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### *Military Caregiver Leave*

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent or next of kin of the covered service member. *Next of kin* means the nearest blood relative of the service member, other than the service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated, in writing, another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave Policy.

An eligible employee may take up to twenty-six (26) work weeks of Military Caregiver Leave to care for a covered service member in a single twelve (12) month period. The single twelve (12) month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) work weeks of Military Caregiver Leave during this single twelve (12) month period, the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than twenty-six (26) work weeks of Military Caregiver Leave, however, may be taken within any single 12-month period.

Within the single twelve (12) month period described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave, including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of yourself or close family member, or a qualifying exigency). For example, during the single twelve (12) month period, an eligible employee may take up to sixteen (16) weeks of FMLA leave to care

for a covered service member when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from you and/or covered service member and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding your eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### *Qualifying Exigency Leave*

Eligible employees may take unpaid *Qualifying Exigency Leave* to tend to certain exigencies arising out of the covered active duty or call to covered active-duty status of a military member (i.e., your spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a single twelve (12) month period.) Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above.) You must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include: active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States, pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment:** To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to covered active duty.
2. **Military events and related activities:** To attend any official military ceremony, program, or event related to covered active duty or call to covered active-duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities:** To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis, to enroll in or transfer to a new school or daycare facility; or to attend meeting with staff at a school or daycare facility.
4. **Financial and legal arrangements:** To make or update various financial or legal arrangements, or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.

5. **Counseling:** To attend counseling (by someone other than a health care provider) for yourself, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation:** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) calendar days of leave for each instance of rest and recuperation.
7. **Post-deployment activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active-duty status. This also encompasses leave to address issues that arise from the death of a military member while on active-duty status.
8. **Parental care:** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the military member when the member was under eighteen (18) years of age.
9. **Mutually agreed leave:** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and you agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty, rest and recuperation orders, or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency. You also must submit the amount of leave needed and your relationship to the military member. All necessary documentation must be submitted to Human Resources within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### *Limited Nature of This Policy*

This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

#### *Failure To Return From Leave or To Comply With Company Policy*

You may be subject to immediate termination for:

1. Failing to return to work as scheduled following the end of a leave;
2. Providing false or misleading information or omitting certain information in connection with a leave;
3. Violation of any of the Company's rules and regulations relating to leave; or

4. Violation of any Company policy or performance standard.

#### *Workers' Compensation*

If you are away from work due to a Workers' Compensation injury or illness and are also eligible for FMLA, the two types of leave shall run concurrently.

#### **Military Leave**

Fanatics is grateful to those employees who serve our country. If you are called away on military duty for any length of time, please contact Human Resources as soon as possible so that we may discuss with you the benefits available and be sure your job duties are covered while you are away. We may require you to provide a copy of your military orders. Failure to provide appropriate documentation of your need for military leave may result in the application of our normal Time and Attendance Policies or loss of job restoration or other benefits.

#### **Holidays and Other Paid Time Off**

Eligible Fanatics employees are provided paid holidays and other paid time away from work for reasons such as vacation, personal business, death of a close family member and illness. Plan eligibility varies based on employment classification and location. For details on paid holidays and other paid time off for which you may be eligible, please refer to the [Benefits at Fanatics](#) site.

## About this Playbook

---

This Playbook is a summary of the policies and procedures that are in effect at the time it was published. The Playbook applies to all Fanatics employees located in the United States. However, should any provision in this Playbook conflict with any contract, such as an insurance summary plan description or a collective bargaining agreement, that contract shall control.

For some of our employees, such as those located in California and New York, additional policies and procedures may apply. For that reason, Fanatics publishes and maintains certain state supplements to the Playbook, which are intended to supplement, not replace, the current version of the Playbook.

Fanatics strives to remain in compliance with all laws and regulations applicable to its business. If our Playbook appears to conflict with any federal, state or local law regarding terms and conditions of employment like compensation, timekeeping or safety, then the Playbook shall be interpreted and applied in a way that conforms to the law.

Nothing in this Playbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act, including, but not limited to the right to engage in concerted activity for the purposes of mutual aid and/or protection. Similarly, nothing in this Playbook will be interpreted, applied or enforced by Fanatics to interfere with, restrain or coerce you in the exercise of your Section 7 rights.

Our Book does not create an “employment contract” with you. Although Fanatics intends that the benefits and policies outlined in the Playbook generally will remain in effect, the Company may, at any time, amend, end or otherwise revise them in light of business needs or developing law. Naturally, this Playbook replaces any previous policy manual.

Information on all of the great benefits offerings at Fanatics may now be found on the [Benefits at Fanatics](#) site.

Upon request, we would be glad to provide you a paper copy of this Playbook, just let us know.