



“Specialized Staffing for Purchasing & Supply Chain Professionals”

EMPLOYEE HANDBOOK

Welcome to Purchasing Professionals, Inc. (õPurchasing Professionals or the õCompanyö). Purchasing Professionals believes that our most important assets are its employees. We hope that we can offer you a pleasant working environment and a challenge in your career.

The purpose of this handbook is to give you a general understanding of the policies and procedures of Purchasing Professionals, which Purchasing Professionals may freely revise or revoke at any time.

Contract employees may be provided with additional policies and procedures of the contract employers to which they are assigned. No provision in this handbook, or the policies and procedures contained herein, is intended to create a contract of employment nor is it intended to create contractual obligations of any kind between the Company and its employees, or to limit the rights of Purchasing Professionals and its employees to terminate the employment relationship at any time.

The policies and procedures outlined in this handbook will be applied at the discretion of the Company. Since the Company’s business is constantly changing the Company reserves the right to unilaterally change, apply or not apply, the policies and procedures of this handbook.

This handbook and the policies and procedures contained herein supersede and revoke any and all prior or existing policies, past, oral or written policies, rules, practices or guidelines regarding the oral or written policies, rules, practices or guidelines regarding the terms and conditions of employment with Purchasing Professionals, Inc. and may not be amended without the written approval of the Company.

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Conditions of Employment / Employment At Will:

Purchasing Professionals, Inc. and its employees have an employment relationship which is known as "Employment at Will". This means that either you or Purchasing Professionals can terminate the employment relationship at any time for any reason. Any representations to the contrary are not binding upon Purchasing Professionals unless in writing and signed by an authorized representative of Purchasing Professionals. Nothing contained in this handbook is intended to guarantee your employment for any specific period of time and the policies set forth in this handbook do not create a contract, nor are they to be construed to constitute a contractual obligation of any kind.

Equal Employment Opportunity:

Purchasing Professionals, Inc. does not and will not discriminate for or against any employee or applicant for employment because of sex, race, religion, creed, color, national origin or ancestry, age, disability, marital status, sexual preferences, status with regard to public assistance, or any other basis protected by law. It is essential that employment be governed by qualifications based on ability, training and experience. This policy applies to all aspects of your employment with Purchasing Professionals, Inc. At all times, Purchasing Professionals, Inc. strives to:

- A. Not knowingly violate any law or statute that applies to employment or any other phase of the Company's business.
- B. Follow employment procedures that assure equal consideration and opportunity for all applicants and employees.
- C. Make promotion decisions based on a given individual's qualifications as related to the requirements of the position for which the individual concerned is being considered and as set forth in the description of requirements described by the contract employer.
- D. Investigate the circumstances of any person who believes that they are the object of employment discrimination and take appropriate corrective action, up to and including termination of employment.
- E. Employees with questions or concerns about any type of discrimination in the work place are encouraged to bring these issues to the attention of management at Purchasing Professionals, Inc. immediately.

Attendance and Reporting to Work:

The Company depends on its employees to be at work at the times and locations scheduled. Regular and punctual attendance is important for service to our customers and essential to the continuity and efficiency of our daily operations. Employees should communicate with assigned supervisors as to hours of work. Start times and stop times are usually determined at the start of an assignment. Your reporting manager or supervisor should approve any changes in your work schedule.

Absences: Please call your reporting manager and our office at 952-883-2088. If you expect to be absent from work for an approved reason (paid time off, leave of absence), you should notify your supervisor and our office as far in advance as possible. If you unexpectedly must be absent or late for work, you must notify your supervisor prior to the start of your workday. You will need to advise your supervisor of the reason for the absence and expected duration. For absences in excess of three (3) days you may be requested to provide a Medical Certification as to the need for the absence and your fitness to return to work.

Absenteeism and tardiness place a burden on other employees and the Company and may result in disciplinary action, up to and including termination of employment. Where possible, medical and dental appointments should be scheduled around your assigned work hours. Absences are time-off without pay.

Appearance and Dress:

Employees of Purchasing Professionals, Inc. should report to work neatly groomed and clothes should be clean and in good repair. To present a business-like, professional image to our Customers and the public, all employees are required to wear appropriate clothing on the job. Dress attire will be determined by the assigned contract employer and the reporting manager. If you have any questions on appropriate attire, please ask the supervisor or manager at the contract employer site.

Workday Hours and Scheduling:

The regularly scheduled workday for our business office is Monday through Friday, 8:00 AM to 5:00 PM.

Start times and stop times will be determined at the start of an assignment. This time period may be adjusted as needed and/or as coordinated with your reporting supervisor. If you are unsure about your expected work schedule, you should contact your reporting supervisor for clarification.

In cases of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your reporting supervisor or call our office immediately.

Lunch/Breaks: Generally, breaks or rest periods are not scheduled, if breaks are allowed they usually are 10-15 minutes and are paid breaks. For lunch or meals, our policy is:

- The lunch/meal period is unpaid.
- All employees are required to take a lunch break. You should not be performing work during the lunch period.
- Lunch periods are usually from 30 minutes to 1 hour. Your lunch period should be coordinated with your Supervisor. If you require additional time off for lunch, you should coordinate this time off, in advance, with your Supervisor. If you are required to attend a luncheon that extends past your normal lunch period, you should clarify with your Supervisor if the extended time will be paid or unpaid, and record this time accordingly on your timecard.
- Be sure you understand the rules and guidelines for lunch breaks at the Company you are assigned to, as some enforce no eating or drinking while at your desk.

Recording Hours Worked:

As an hourly employee you are required to keep a timecard. Timecards will be provided to you, by the Company, for purposes of keeping track of your work hours during the week. It is critical that you record an accurate and complete account of your work hours every week.

Submitting a false timecard is a serious offense and will result in immediate termination. Refer to "Standards of Conduct and Corrective Action" section of this handbook.

Pay Period: Starts on Monday morning and ends on Saturday. Occasionally it may be required to work beyond the normal workday hours.

Overtime: All overtime must be coordinated and approved by your Supervisor before you work any overtime. Overtime is all hours worked in excess of 40 hours per work week; this does not include any paid holiday and vacation hours included for the week. You will receive overtime pay at a rate of one and one-half times the regular hourly rate.

Please make sure that you record all times, in and out, as outlined on the timecard; totaling each column accordingly. That includes your time out for lunch and the time you came back in from lunch, or time out for appointments.

Completed timecards are due at the end of the week (Friday). Deadline is Tuesday, the following week, by 12:00 PM. Timecards received after the deadline will be processed for payroll in the next pay period.

Pay Period and Pay Day:

Pay day is Friday of every week for hours worked in the previous week. (This applies to Direct Deposit and Regular Pay Check issuance).

For Direct Deposit to your account is credited on Friday. Pay stubs are mailed out on Thursday. Once you submit the necessary forms to enroll in Direct Deposit, it takes 1 week to begin.

For Pay Checks- your check will be mailed out on Friday.

In the event an employee does not receive a pay check (via mail), our office will stop payment (at the Company's expense) and re-issue the check after 10 mail days have passed.

Holidays:

Paid Holidays: After a qualifying period of 1100 accumulated hours of service with Purchasing Professionals, an employee will be eligible for six (6) paid holidays. To be eligible for the holiday pay, the day before and the day after the listed holiday must be worked, or eligibility will be accepted if the facility you are assigned to is closed for either/or both of those qualifying days.

The holidays to be paid are: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. You must re-qualify after an absence of one (1) year or more from the employ of Purchasing Professionals.

Vacations:

Paid Vacation: After a qualifying period of 2100 accumulated hours of service with Purchasing Professionals, an employee will be eligible for forty (40) hours of vacation time. After the initial 2100 hours of service, the employee will start to accumulate vacation time at the rate of one (1) day for every 210 accumulated hours. Vacation pay will be used in 8-hour increments. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day. You must re-qualify after an absence of one (1) year or more from the employ of Purchasing Professionals. All vacation requests must be coordinated in advance with your reporting supervisor and our office. Vacation requests must be submitted in writing or acceptable via email.

Business Expenses:

Employees may occasionally incur expenses on behalf of the Company or the contract employer they are assigned to. The Company will reimburse employees for pre-approved business expenses, such as mileage (for business travel only) and certain job-related supplies or materials. Business expenses will be paid upon receipt of an itemized expense report with attached receipts and proof of purchase, approved by your supervisor, within 7 days of the purchase.

Benefits: As a temporary employee, you are not eligible to participate in any benefits offered to Regular full-time employees, nor are you eligible for benefits from the Contract Employer, regardless of the length of the work assignment.

Jury Duty: Employees who are called for jury duty will be granted time off without pay to perform their civic duty. Employees must notify their supervisors as soon as they learn they have been summoned as a juror so that work arrangements can be made if necessary. You should keep your supervisor abreast of your availability and advice on when you will be returning to work.

Military Leave: The Company will grant employees called into military service, an unpaid leave of absence and reemployment rights as provided by the laws of the United States. Employees may use accrued paid time off during a military leave of absence, but are not required to do so.

Bereavement Leave: Employees should notify their supervisor and Purchasing Professionals of all requests of leave for bereavement, however, time off is unpaid.

Family and Medical Leave Policy:

Regular full-time and part-time employees who have been employed by the company for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as determined by the company plus any additional leave as required by applicable law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- Birth of employee's child;
- Placement of an adopted or foster child with the employee;
- To care for the employee's spouse, son, daughter or parent with a serious health condition; and/or
- A serious health condition that makes the employee unable to perform the functions of the employee's job.

A "serious health condition" typically required either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law.

Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of your supervisor or Human Resources or when medically necessary. However, part-time employees are only eligible for a pro rate portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the Company may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

If the Company has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the Company's expense. If the opinions of the first and second health care providers differ, the Company may require certification from a third health care provider at the Company's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Company, subject to the approval of the health care provider.

For eligible employees, during the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the Company will maintain health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. Failure to make necessary and timely contributions may result in termination of coverage.

Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by applicable law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment that if the employee had been continuously employed during

the leave. In addition, reinstatement may not be guaranteed for "key employees," i.e., salaried employees who are among the highest paid ten percent of all employees employed by the organization within 75 miles of the employee's work site.

The provisions of this Family and Medical Leave Policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will be as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

Employee Status Change:

Employees of Purchasing Professionals may be assigned to a contract employer (öcustomerö or öclientö) on an "as needed basis". Length of assignments is subject to change at the discretion of the contract employer.

If you wish to terminate your employment with Purchasing Professionals, we ask that you give written notice to our office at least two (2) weeks in advance of the date you desire to leave. In order to receive any unused vacation you have accrued, you must have given written notice of your intent to terminate at least two (2) weeks in advance and have the qualifying number of accumulated hours (8 hours or more).

If you are terminated for gross misconduct, you will not be entitled to any accrued benefits. If you are terminated for any other reason, you will receive unused vacation credit if the accumulated hours (8 hours or more) have been satisfied. (Gross misconduct includes, but is not limited to, theft, fighting, working while under the influence of alcohol or illegal drugs, falsifying documents and the unauthorized release of confidential information.)

Employees are responsible for notifying Purchasing Professionals of termination of assignment with a contract employer within a five (5) day period from last day at any given assignment. Failure to do so will indicate termination of employment with Purchasing Professionals, and may affect your eligibility for unemployment benefits.

Unemployment Compensation:

Minnesota Statute 268.098 - Ineligibility Because of a Quit or Discharge:

Subdivision 2, Quit Defined. (a) A quit from employment occurs when the decision to end the employment was, at the time the employment ended, the employee's. (b) An employee who has been notified that the employee will be discharged in the future, who chooses to end the employment while employment in any capacity is still available, is considered to have quit the employment (c) An employee who seeks to withdraw a previously submitted notice of quitting is considered to have quit the employment if the employer does not agree that the notice may be withdrawn, (d) An applicant who, within 5 (five) calendar days after completion of a suitable temporary job assignment from a staffing service employer, (1) fails without good cause to affirmatively request an additional job assignment, or (2) refuses without good cause an additional suitable job assignment offered, is considered to have quit employment.

Maintaining your Personnel Records:

It is your responsibility to provide current information regarding your home address, telephone number, emergency contacts, marital status, bank account for direct deposit users, etc. You should notify our office directly of any such changes. Changes in exemptions for tax purposes will be made upon the receipt of a completed W-4 form.

Policy Regarding Confidentiality of Proprietary Information:

As a result of your employment, you may acquire and have access to confidential information belonging to Purchasing Professionals, Inc. and/or its contract employers of a special and unique nature and value, relating to such matters as personnel and compensation information; accounts; trade secrets; procedures; financial costs and sales data; supply sources and resources; contracts; pricing practices; financial

information; data, records and reports; sales data and expense information; business plans; prospect names and lists of existing and potential business opportunities; confidential reports; customer lists; litigation and other matters, as well as other information specific to Purchasing Professionals and/or its customers.

As a condition of your employment we ask that you agree that all such information is the exclusive property of the Company, or its customers, and that you will not at any time divulge or disclose to anyone, except in the responsible exercise of your job, any such information, whether or not it has been designated specifically as confidential. Employees in certain areas may be required to sign a more specific confidentiality agreement.

Harassment Policy:

Purchasing Professionals, Inc. will not tolerate any harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee that sexual favors will affect any term or condition of employment with the Company will not be tolerated. It is the policy of the Company that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including discharge.

For purposes of this policy, sexual harassment is defined as any type of sexually-oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- A. Unwelcome sexual jokes, language, epithets, advances or propositions.
- B. Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual.
- C. The display of sexually suggestive objects, pictures, posters or cartoons.
- D. Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures.
- E. Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.

Employees must bring any violation of this policy to the immediate attention of management at Purchasing Professionals, Inc. and their immediate supervisor. We will thoroughly investigate all such claims with due regard for the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including discharge.

Drug and Alcohol Policy:

POLICY OVERVIEW

Purchasing Professionals, Inc. is in the business of referring temporary employees to its clients. Being under the influence of drugs and/or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. The possession, use, sale, transfer, purchase or being under the influence of intoxicating liquor, illegal drugs or other intoxicants by employees at any time on Company premises or while on Company business is prohibited. Therefore, the Company has established the following policy with regard to the use, possession and sale of alcohol and drugs.

POLICY STATEMENT

- A. Individuals Covered. Except as otherwise noted, this policy applies to all employees and job applicants.
- B. On-the-job Use, Sale or Possession of Drugs and Alcohol.
 - 1) The Company strictly prohibits the use, sale, solicitation, possession or transfer of drugs, other controlled substances, or alcohol, in any amount, on any Company premises, its Customers or client work sites (including parking lots) to which an employee of the Company may be referred. Further, the Company strictly prohibits any employee from reporting to or being at work under the influence of drugs, unless medically prescribed, or alcohol, wherever

such work is being performed, including off-Company property. This prohibition includes the operation of any vehicle, machinery or equipment of the Company or Client being serviced at any time. The possession or sale of alcohol or an illegal drug on any Company premises or work sites will result in the employee's immediate termination.

- 2) This policy shall not apply to the use in moderation or possession of alcohol at designated Company-sponsored social events.
- C. Job Applicant Testing. Job applicants may, after receiving an offer of conditional employment, be required to submit to the provision of a blood, urine or breath sample, or any combination thereof, as appropriate, for the purposes of testing for the presence of drugs and/or alcohol. Any job applicant may refuse to undergo drug and/or alcohol testing. In the event of such a refusal, the offer of conditional employment will be withdrawn and such job applicant will be prohibited from reapplying for any position with the Company for a period of six (6) months from the date of the job applicant's refusal to undergo the testing. If the job offer is withdrawn, the job applicant will be informed of the reason.
- D. Routine Physical Examination Testing. The Company may require employees to undergo drug and alcohol testing as part of an annual routine physical examination. In such case, the drug and alcohol testing will occur no more than once annually and the employee will be provided with at least two weeks' written notice that a drug and alcohol test may be requested or required as part of the physical examination.
- E. Random Testing. The Company may request or require all employees to be placed in safety-sensitive positions to undergo drug and alcohol testing on a random selection basis.
- F. Reasonable Suspicion Testing. The Company may request or require an employee to undergo drug and alcohol testing if the Company (or Client being serviced by the Company) has a reasonable suspicion that the employee: a) is under the influence of drugs or alcohol; b) has violated the Company's written work rules contained in this policy prohibiting the use, possession, sale, or transfer of drugs or alcohol while working or while on Company premises or work site or operating the vehicle, machinery or equipment of the Company or the Client; c) has sustained a personal injury or has caused another to sustain a personal injury; or d) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent will result in immediate termination.
- G. Treatment Program Testing. The Company may require drug and alcohol testing of those employees who have been referred by the Company for chemical dependency treatment or evaluation. Such employees may be required to undergo drug and alcohol testing without prior notice the treatment evaluation period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.
- H. Confirmatory Test. After the initial screening test (1st test) conducted pursuant to the above, a confirmatory test (2nd test) will be conducted on the same sample that produced a positive test result in the 1st test.
- I. Rights of the Employee and Job Applicants. Prior to requesting an employee or job applicant to undergo testing, the Company will provide the person to be tested with a form on which to acknowledge that the person has seen the Company's drug and alcohol testing policy, and to indicate any over-the-counter or prescription medications the person is currently taking or has taken recently and any other information relevant to the reliability of, or explanation for, a positive drug result. Within three (3) working days after receiving notice of a positive test result on a confirmatory test (2nd test), the person tested may submit information to the Company, in addition to the information already submitted, regarding any over-the-counter or prescription medications that such person is taking or has recently taken and any other information relevant to the reliability of, or explaining, the positive confirmatory test (2nd test) result. In addition, the person tested may, within five working days after receiving notice of the confirmatory test (2nd test) result, request a confirmatory retest (3rd test) on the same sample used in the 1st and 2nd tests, at such person's own expense. Such request must be in writing and must be delivered to the Company personnel director within the five-day period. If the confirmatory retest (3rd test) does

not confirm the positive test result, no adverse personnel action based on the original confirmatory test (2nd test) will be taken against the person tested.

- J. Disciplinary/Discharge. The first time that an employee receives a positive test result on a confirmatory test (2nd test) (where no retest is requested) or on a confirmatory retest (3rd test) requested and paid for by the employee pursuant to Paragraph I, above, that employee will be given the opportunity to participate in a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Company after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency **at the employee's own expense.** If such employee refuses to participate in an appropriate program or fails to successfully complete the program (as is evidenced by withdrawal from the program before completion or by a positive result on a confirmatory test after completion of the program), such failure will result in immediate termination.
- K. Appeals. Except as otherwise noted in this policy or as provided by applicable state or federal law, there are no other appeal procedures available within the Company to job applicants or employees adversely affected by this policy.
- L. Confidentiality. Test result reports and other information acquired in the drug and/or alcohol testing process are private and confidential information except as provided by law. An employee will be given access to information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or other required information.

Standards of Conduct and Corrective Actions:

Groups of people who are working together for any purpose require certain guidelines pertaining to their conduct and relationships. Accordingly, our employees must be aware of their responsibilities to the Company and to co-workers of our contract employer and customers.

Generally, we strive to take a constructive approach to disciplinary matters to insure that actions, which would interfere with operations or an employee's job, are not continued.

Violations of our standards will result in one of the following forms of corrective action: Discharge, suspension, oral warning, written warning, or termination. In arriving at a decision for proper action, the following may be considered:

- The seriousness of the infraction
- The past record of the employee
- The circumstances surrounding the matter

The Company will determine the appropriate disciplinary action imposed. The Company does not guarantee that one form of action will necessarily precede another and reserves the right to terminate the employment relationship at any time, for any nondiscriminatory reason.

Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions which will result in corrective action, up to and including immediate termination:

- ◆ Falsifying employment application, timecard, or personnel or other company documents or records.
- ◆ Excessive absenteeism or tardiness.
- ◆ Unauthorized possession of company or employee property, gambling, carrying weapons, firearms, ammunition, fireworks or explosives, or violating criminal laws on company or customer premises.
- ◆ Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee on company or customer premises.
- ◆ Engaging in acts of dishonesty, fraud, theft, sabotage or misrepresentation of any fact.
- ◆ Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- ◆ Possession of, consumption of, or being under the influence of alcoholic beverages while on Company or customer premises or on Company business.

- ◆ Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
- ◆ Reporting to work while under the influence of alcohol or illegal drugs or unprescribed controlled substances.
- ◆ Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned.
- ◆ Unauthorized use of Company's or its clients' name, logo, funds, materials, vehicles, equipment or property.
- ◆ Damaging or destroying company property due to careless or willful acts.
- ◆ Conduct which the Company feels reflects adversely on the employee, Company or Company's customers.
- ◆ Violation of the Company's Equal Employment Opportunity policy or its Harassment Policy.
- ◆ Failure to maintain the confidentiality of trade secrets or other confidential information belonging to the Company or its customers.
- ◆ Passing or releasing confidential business information to any unauthorized party without the express approval of a principal of the Company.
- ◆ Performance, which, in the Company's opinion, does not meet the requirements of the position.
- ◆ Engaging in such other practices as the Company determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the company, its employees, or customers.
- ◆ Willful neglect of safety practices, rules and policies
- ◆ Other circumstances for which the company feels that corrective action is warranted.
- ◆ Any other behavior detrimental to the Company or its customers.

This list is intended to be representative of the types of activities which may result in disciplinary action, including immediate termination. It is not intended to be comprehensive and does not alter the employment-at-will relationship between the employee and the Company.

Smoking at the Workplace:

The Company's policy is to provide smoke-free environments for our employees, customers, and the general public. Smoking and the use of tobacco products of any kind are prohibited inside our office. Each employee should follow the smoke-free policies and procedures of the contract company where they are assigned. If permitted, employees may smoke on scheduled breaks and/or during lunch times, as long as they do so in assigned designated smoking areas. Employees who take excessive smoke breaks may be required to work longer hours to make up for time lost smoking, or corrective actions may be taken in cases of excessive abuse of this policy.

Safety and Hazard Communications:

Each employee should follow the safety policies and procedures of the Company and its contract company. Be observant and report any unsafe conditions to your supervisor immediately. If you have questions about the policies and procedures, ask your supervisor for clarification. If you believe that you are dealing with a hazardous material, been exposed to hazardous materials and lack the appropriate information and/or safety equipment, contact your supervisor immediately.

Violence and Weapon-Free Workplace Policy:

Purchasing Professionals, Inc. strives to maintain a workplace that is safe and free of violence. Violence or threats of violence have no place in the workplace. Violence is not an effective solution to any problem. In the interest of promoting that goal, Purchasing Professionals, Inc. prohibits the possession or use of dangerous weapons on Purchasing Professionals, Inc.'s premises, or while an employee is acting within the course and scope of employment, regardless of whether or not the person is licensed to carry the weapon. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress and anger, you are encouraged to promptly discuss it with your supervisor. You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, fighting, and/or carrying weapons to the worksite will be subject to

disciplinary action, up to and including termination. If you are the victim of threats, notify a supervisor immediately.

This policy applies to all Purchasing Professionals, Inc. employees, contract and temporary employees, visitors and clients on Purchasing Professionals, Inc.'s premises, regardless of whether or not such person is licensed to carry a concealed weapon.

“Purchasing Professionals, Inc.'s premises” includes all Purchasing Professionals, Inc.-owned or leased buildings and areas under Purchasing Professionals, Inc.'s ownership or control, or that of a Purchasing Professionals, Inc. client or customer. The term “within the course and scope of employment” specifically includes, but is not limited to, any time when an employee is engaging in services for Purchasing Professionals, Inc. client or customer.

For purposes of this policy, the term “dangerous weapons” includes but is not limited to, handguns, firearms, electronic stunning devices, explosives, knives, MACE, and other weapons with the potential to inflict harm or as further defined by federal, statute or local law. If an employee has a question about whether an item is covered by this policy; the employee should contact our office for further clarification. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this policy.

Care of Company Equipment and Supplies:

All employees are expected to take care of all equipment and supplies provided to them by the Company or its customers. You are responsible for maintaining this material in proper working condition and for promptly reporting any unsafe or improper functioning of this material to your supervisor. Neglect, theft, and/or destruction of the company's materials are grounds for disciplinary action, up to and including termination.

Cell Phone Usage / Personal Calls/ Personal Visits:

Companies are within their rights to limit an employee's personal phone calls and/or non-work related visits during work hours. Cell phone usage for talking or text messages are to be used solely for urgent phone calls and emergencies and should be used sparingly during the work hours, if at all. You must follow the Company or Contract Employer rules and policy regarding this matter. An employee will be expected to talk on the cell phone out of the presence of other employees, so as not to disrupt other employees, and any telephone call should be no more than five minutes long. Keep your phone on low volume rings, or vibrate mode, so that the ringing tone is not disruptive to others around you.

Long distance personal calls are not allowed on Company phones at any time. Employees should try to conduct personal calls either before or after the workday or during breaks or lunch periods. Personal calls should be kept short. Employees should also limit incoming personal calls, visits, or personal transactions. Excessive personal calls, visits and/or personal business dealings are not acceptable and may lead to disciplinary action and/or including termination.

Code of Ethical Conduct:

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your Supervisor or an official of the Company if you have any questions.

- Employees of the company should not solicit anything of value from any person or organization with which the company has a current or potential business relationship.
- Employees of the company should not accept any item of value from any party in exchange for or in connection with a business transaction between the company and that other party.
- Employees may accept items of incidental value (generally, no more than \$25) from customers, suppliers, or others as long as the gift is not given in responses to solicitation on

your part and as long as it implies no exchange for business purposes. Items may include gifts, gratuities, food, drink and entertainment.

If you are faced with and are unsure of how to handle a situation that you believe has the potential to violate his code of ethical conduct, notify your supervisor or our office. Violations of this code may lead to disciplinary action, up to and including termination.

Solicitation and Distribution:

For the safety, convenience, and any protection of all employees, the Company prohibits solicitation and distribution of non-company materials on Company property or at our customer's property.

Computer, Network and Electronic Policy:

Computers, hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that the Company provides its employees to assist in the conduct of business within the Company. These tools and related access systems are proprietary Company property and subject to review or access by the Company at any time. All computers and the data stored on them are and remain at all times the property of the Company. As such, all electronic-mail messages composed, sent and received are and remain the property of the Company. The Company reserves the right to retrieve and read any message composed, sent, or received, at any time, with or without an employee's notice or consent. Even when a message is erased, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be ensured to anyone.

E-mail messages may not contain content that may be reasonably considered offensive or disruptive to any employee. Offensive content includes, but is not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that would offend someone on the basis of age, sexual orientation, religious beliefs, national origin, disability or other protected class status.

Consistent with the Company's Rules of Conduct to assure orderly operations and provide the best possible work environment for all employees, free of discrimination and harassment, employees are permitted to access systems such as the Internet and World Wide Web, during work time and at work, only for business-related purposes. This means that systems such as the Internet and World Wide Web, usage of any social networking sites, such as MySpace, FaceBook, LinkedIn, etc. are not to be accessed and used at any time, while at the Company for personal use, regardless of the nature of the subject. The Company also prohibits the storage of all non-work-related graphics files on Company resources. Personal use of the Company's Internet system may only occur during non-work times, away from the Company. This policy is necessary in order to promote productivity and to comply with our expectation that all employees conduct themselves in a professional manner at all times.

Messages and communications sent via the Company's network and electronic systems, if necessary, are subject to subpoena and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the network or electronic systems.

Employees are also reminded that the Company's policy regarding non-disclosure also applies to employee use of the Internet and E-mail systems. Employees are not to disseminate confidential business information, whether or not such information has been designated specifically as "confidential", and at all times to exercise good professional judgment.

Employees must not review or forward sexually explicit, profane, pornographic or otherwise unprofessional or unlawful material through the Company's network and electronic systems.

Passwords protecting the use of the Company's computers, network and electronic systems are the Company's property and will be assigned to employees as needed. Employees may not change passwords without the consent of the Company or assigned supervisor. Employees must notify the Company of all passwords and encryption keys assigned to or used by them, and must notify the Company of any changes to such passwords or encryption keys.

Do not install any software or program on any Company computer or other hardware without the express consent of your supervisor or the Company.

The Company expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.

Employees must not attempt to override, delete or evade any program or measure installed by the Company to protect the security or limit the use of its network and electronic systems.

Employees learning of any violations of this policy shall notify their supervisor or Human Resources.

Violation of this policy may result in disciplinary action up to and/or including immediate termination.

Inspection of Personal and Company Property:

The Company's employees use the property and equipment the Company owns and provides, and may also use the Company's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, etc.), employees must remember that property supplied by the Company remains the property of the Company.

The Company reserves the right to search any Company property (e.g., personal computers, desks, lockers, or other storage areas) at any time. The Company also reserves the right to inspect personal property (e.g., tool boxes, purses, briefcases) during the workday or as employees leave their worksites. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

Conflict of Interest:

We expect our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the company and the conduct of its affairs. Employees shall accept no gifts without prior written approval of a principal.

Business dealings that represent, or appear to represent, a conflict between the interests of the company and an employee are unacceptable. The company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, a policy of full disclosure must be followed to assess and prevent potential conflicts of interest from arising. Contact your supervisor if you have questions regarding a possible conflict of interest.

Workers' Compensation:

The company carries comprehensive workers' compensation insurance to cover the cost of various work-incurred injury or illness. Specific benefits are prescribed by law depending on the circumstances of each case. Work-related accidents, no matter how slight, must be reported immediately to your supervisor. We ask for your assistance in alerting management to any condition which could lead or contribute to an employee accident.

Accidents or Injury:

No matter how insignificant an on-the job injury may seem when it occurs, notify your supervisor and the offices of Purchasing Professionals immediately.

Additional policies:

In our Human Resources department, we have a description of the following policies:

- Employee Safety and Health
- Bone Marrow Donation Leave
- School Conference and Activities Leave

If you would like a copy of any or all of the above policies, please contact the office of Purchasing Professionals, Inc.