

SUPPLIER AND VENDOR COMPLIANCE MANUAL

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Superior[®]
UNIFORM GROUP

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INTRODUCTION

Superior Uniform Group, Inc., including its subsidiaries, divisions, affiliates, and brands (collectively, “Superior Uniform Group”) endeavors to work with businesses that share Superior Uniform Group’s philosophy of valuing employees, complying with the law, and operating with integrity. This Supplier and Vendor Compliance Manual (the “Manual”) describes Superior Uniform Group’s philosophy and certain minimum requirements to which all of its suppliers and vendors (collectively, “Suppliers”) must adhere. For example, at a minimum, we require that our Suppliers comply with all applicable local, state, national, and international laws, codes, rules, and regulations, including health codes, employment and discrimination laws, environmental regulations, safety codes, and building ordinances (collectively, the “Laws”) for each location in which they do business. Often though, the requirements in this Manual exceed the requirements established by Law. Superior Uniform Group actively seeks Suppliers whose philosophy is compatible with our own and will not do business with any Supplier that does not meet our minimum requirements. Failure to comply with this Manual is grounds for termination by Superior Uniform Group of its working relationship with a Supplier.

We require our Suppliers to communicate and uphold our requirements with their employees, suppliers, and vendors and, when appropriate, to post them in the local language in a prominent place accessible to all workers. Suppliers shall communicate all applicable contents of this Manual verbally to all illiterate workers. Suppliers shall also publicize and enforce a non-retaliation policy that permits workers to discuss the requirements of this Manual with their management, suppliers, vendors, customers and Superior Uniform Group or its designated third party, without fear of retaliation by management.

PRINCIPLES

Superior’s philosophy includes certain core principles and requirements. They are as follows:

Human Rights/Workplace Conditions

Child Labor

Superior Uniform Group will not tolerate the use of child labor in any of its global operations or facilities. We will not tolerate the exploitation of children or their engagement in unacceptably hazardous work. We expect our Suppliers with whom we do business to uphold the same principles. For purposes of this Manual, a “child” is anyone who is less than 18 years of age or the minimum age established by Law, whichever is greater. Temporary workplace internships, apprenticeship education programs for younger persons, and customary seasonal employment, so long as such persons are closely supervised and their morals, safety, health, and compulsory

education are not compromised in any way, may be excepted from the prohibition; in no event, however, shall such individuals be involved directly with the manufacturing process.

Forced Labor and Human Trafficking

Superior Uniform Group will not tolerate the use of any forced or involuntary labor, either directly or indirectly, by any of Superior Uniform Group's Suppliers or any of their suppliers or vendors. This includes the use of slave labor, bonded labor, indentured labor, or involuntary convict labor. Nor will we tolerate the trafficking, physical punishment, or abuse of any worker. Workers cannot be required to surrender their identity papers or other original personal documents or pay deposits as a condition of employment. Workers must be free to leave the workplace at the end of their shift and to resign without repercussion. All overtime should be voluntary and should not be in excess of legal limits. We expect our Suppliers with whom we do business to uphold the same principles.

Compensation

Suppliers must pay wages and benefits that meet or exceed the legally required wages and benefits or, where no wage or benefits laws exist, the local industry standard.

Working Hours

Suppliers must comply with applicable Laws and industry practices on working hours. Workers must not work more hours in one week than allowable under applicable Laws or 56 hours per week, whichever is less. Workers must be properly compensated for overtime work and must be allowed at least one uninterrupted, 24-hour rest period every seventh (7th) day.

Worker Health and Safety

Suppliers must provide all their workers with a safe and healthy work environment and comply with all applicable Laws and regulations regarding working conditions, including, but not limited to:

- Access to potable drinking water, emergency medical care, and first aid kits
- Appropriate personal protective equipment, available at no cost to all applicable employees
- Instruction in and enforcement of proper use of protective equipment
- Appropriate safety training for the use of machinery and other equipment, and the handling of chemicals
- Proper labeling of machinery, hazardous materials, and other potentially dangerous items
- Workers are not permitted to engage in the manual transport of a load which, by reason of its weight, is likely to jeopardize a worker's health or safety
- Adequate lighting, ventilation, heating, and clean toilet facilities in all work areas

- Doors and other exits are well marked, unobstructed, and unlocked from the inside during all working hours for orderly evacuation in case of fire or other emergencies
- All main exit doors allow workers to clear the building
- Evacuation drills are conducted at least annually
- Maintain written standards for a safe and healthy work environment and the prevention of accidents and injuries to workers

Harassment and Violence

Superior Uniform Group is committed to a working environment that is free of harassment. Harassment of any type will not be tolerated. Suppliers must treat all workers with respect and dignity. Suppliers must not use or permit corporal punishment or any other form of physical or psychological coercion, including verbal abuse and sexual harassment. Suppliers shall implement reasonable procedures for disciplining and/or terminating workers, including maintaining appropriate documentation. Suppliers shall not use monetary fines as a punitive disciplinary practice.

Discrimination

Suppliers shall comply with all applicable Laws pertaining to discrimination, including, as applicable, Laws prohibiting discrimination based upon age, race, religion, color, sex, disability, and national origin.

Freedom of Association

Suppliers must recognize and respect the right of workers to freedom of association and to bargain collectively. Workers must not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization. Our objective is to treat employees with fairness and consideration, whether employees are unionized or union free.

Environmental

At a minimum, Suppliers must fully comply with all local environmental Laws and regulations, including obtaining and complying with all required permits. All waste materials and production byproducts must be disposed of legally and in an environmentally responsible manner. Suppliers must establish and use safety practices and standards for the identification and handling of hazardous waste. Adequate records of compliance must be maintained and made available to Superior Uniform Group upon request.

Ethics

Business Integrity/Anti-Corruption

Superior Uniform Group expects its Suppliers to conduct business responsibly and with integrity, honesty, and transparency. Superior Uniform Group is committed to conducting business legally and ethically within the framework of a free enterprise system. Corrupt arrangements with customers, suppliers, vendors, government officials, or other third parties are strictly prohibited. “Corruption” generally refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means.

Disclosure of Information

Information regarding, among other topics, business activities, structure, financial situation, and performance is to be disclosed in accordance with applicable Laws. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable. Suppliers must comply with all applicable privacy and information security laws and regulations pertaining to personal and/or confidential information, including as related to how it is collected, stored, processed, transmitted, and shared, and take commercially reasonable measures to adequately protect such information.

Intellectual Property

Intellectual property rights are to be respected. Compliance with all related applicable Laws is required.

Responsible Sourcing of Minerals

Suppliers shall have a policy to reasonably assure that the minerals in the products they manufacture or source, including all tantalum, tin, tungsten and gold, do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Suppliers shall develop and provide written evidence documenting their due diligence programs to ensure “conflict free” supply chains, shall comply with all related Laws and requirements, and shall cooperate with Superior Uniform Group in its efforts to comply with all such Laws and requirements. Superior Uniform Group will not knowingly purchase products that contain conflict minerals or engage with Suppliers when Superior Uniform Group identifies a reasonable risk that such entity is sourcing from, or linked to, an entity that is using or supporting the use of conflict minerals.

If a Supplier is found to not be in compliance with these objectives, the Supplier is expected to develop, implement, and document plans to remedy such non-compliance in a timely manner. If the non-compliance cannot be resolved in a timely manner, Superior Uniform Group reserves the right to terminate the relationship with the Supplier and/or to not compensate Supplier for any

products not yet delivered to and accepted by Superior Uniform Group that do or might contain conflict minerals.

Legal Compliance

Suppliers to Superior Uniform Group are required to comply with all applicable local, state, national, and international Laws, including, but not limited to, the following:

- Consumer Product Safety Act (“CPSA”), 15 U.S.C. §§ 2051-2089
- Flammable Fabrics Act (“FFA”), 15 U.S.C. §§ 1191-1204
- Federal Hazardous Substances Act (“FHSA”), 15 U.S.C. §§ 1261-1278a
- Textile Fiber Products Identification Act, 15 U.S.C. § 70
- Wool Products Labeling Act, 15 USC § 68
- Federal Food, Drug, and Cosmetics Act, 21 U.S.C. §301, *et seq.*
- Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*
- Fair Packaging and Labeling Act, 15 U.S.C. §§ 1451-1461
- Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 U.S.C. § 78dd-1, *et seq.*
- Bribery Act 2010 (c.23) (“UK Bribery Act”)
- Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended (“Title VII”)
- Equal Opportunity Clause of Executive Order 11246
- Equal Pay Act of 1963 (“EPA”)
- Age Discrimination in Employment Act of 1967 (“ADEA”)
- Title I and Title V of the Americans with Disabilities Act of 1990, as amended (“ADA”)
- U.S. Customs and Border Protection-related laws, such as 15 U.S.C. § 1, *et seq.* and 19 U.S.C. § 1, *et seq.*

Diversity

Superior Uniform Group is committed to creating a culture and workplace that fosters inclusion and diversity, and requires the same from its Suppliers.

TRANSPARENCY/AUDITS/SUBCONTRACTING

Superior Uniform Group expects its Suppliers to provide transparency into their operations, policies, processes, and relevant records to Superior Uniform Group or its designated third party. Suppliers are required to disclose in writing to Superior Uniform Group conditions that are or may be in conflict with anything in this Manual or any applicable Laws in facilities that produce, store, or handle Superior Uniform Group products or provide services to Superior Uniform Group.

Suppliers must allow unannounced inspections and audits of their records and facilities by Superior Uniform Group or a Superior Uniform Group approved third party to verify compliance to this Manual, including permitting confidential employee interviews and providing copies of such books and records as Superior Uniform Group may reasonably request, provided that Superior Uniform Group agrees to maintain any information contained in such books and records which is confidential and proprietary information of Supplier with at least the same degree of confidentiality with which Superior Uniform Group maintains its own confidential and proprietary information of a like nature. Superior Uniform Group shall use its best efforts to conduct such inspections and audits during normal working hours. Superior Uniform Group shall pay the costs associated with the first inspection or audit per year of Supplier's facilities. Should the inspection or audit reveal, in the sole determination of Superior Uniform Group, any non-compliance with the terms of this Manual and/or Superior Uniform Group's quality and other manufacturing and storage standards, practices, and procedures, Supplier shall reimburse Superior Uniform Group for all costs of the second inspection or audit and of any subsequent inspections and audits. Superior Uniform Group may deduct these costs from any invoices submitted to it by the Supplier.

Supplier also shall permit a group purchasing organization (GPO) that has a contract or other business affiliation with Superior Uniform Group, or that GPO's agent, to conduct periodic unannounced audits to determine whether Supplier complies with the GPO's requirements related to legal compliance, including, but not limited to, compliance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

Suppliers must disclose the identity, physical location, and ownership of all factories that will produce products for Superior Uniform Group, including the use of subcontractors. Any proposed change from one factory to another or the use of subcontractors must be approved by Superior Uniform Group in writing before production begins. Any Supplier of Superior Uniform Group that uses a subcontractor, even if approved by Superior Uniform Group, shall be responsible for the acts and omissions of its subcontractor(s), including, but not limited to, any violation of this Manual by the subcontractor. Any Supplier that utilizes subcontractors without the prior approval of Superior Uniform Group will be subject to order cancelation upon, and for a reasonable amount of time after, Superior Uniform Group becomes aware of the use of the unapproved subcontractor. Superior Uniform Group shall not be required to compensate

Supplier for any services performed or products provided (or which are in process) by an unapproved subcontractor.

CODE OF CONDUCT

Superior Uniform Group has adopted a Code of Business and Ethical Conduct (the “Code”). The Code may be amended from time-to-time. The most recent version of the Code is available on Superior Uniform Group’s website. All Suppliers of Superior Uniform Group are required to adhere to the Code. The Code is explicitly incorporated into this Manual. Execution of the Acknowledgement and Agreement to this Manual shall indicate consent to be bound to the Code commencing on the date of such execution. Adequate records of compliance with the Code must be maintained and made available to Superior Uniform Group upon request.

PURCHASE ORDER TERMS AND CONDITIONS

Superior Uniform Group has adopted certain Purchase Order Terms and Conditions (“POTCs”). The POTCs may be amended from time-to-time. The version of the POTCs current as of the stated date of this Manual is attached to this Manual as Appendix A. All Suppliers of Superior Uniform Group are required to adhere to the POTCs. The most recent version of the POTCs is explicitly incorporated into this Manual and shall be provided upon request. Execution of the Acknowledgement and Agreement to this Manual shall indicate consent to be bound to the most recent version of the POTCs for all orders placed by Superior Uniform Group (or, as applicable, to the version of the POTCs that was in effect at the time the order was shipped to Superior Uniform Group). Adequate records of compliance with the POTCs must be maintained and made available to Superior Uniform Group upon request. Should there be a conflict between Superior Uniform Group’s POTCs and any term and/or condition proffered by any Supplier, Superior Uniform Group’s POTCs shall control. Superior Uniform Group reserves the right to except a Supplier from certain of the terms and conditions.

CONFIDENTIALITY

Superior Uniform Group has adopted a Confidentiality and Non-Disclosure Agreement (“Confidentiality Agreement”) applicable to all of its Suppliers. The Confidentiality Agreement may be amended from time-to-time. The version of the Confidentiality Agreement current as of the stated date of this Manual is attached to this Manual as Appendix B. All Suppliers of Superior Uniform Group are required to adhere to the Confidentiality Agreement. The most recent version of the Confidentiality Agreement is explicitly incorporated into this Manual and

shall be provided upon request. Execution of the Acknowledgement and Agreement to this Manual shall indicate consent to be bound to the most recent version of the Confidentiality Agreement as of the date of such execution. Adequate records of compliance with the Confidentiality Agreement must be maintained and made available to Superior Uniform Group upon request.

INDEMNITY

Supplier shall defend, indemnify, and hold harmless Superior Uniform Group, including its officers, directors, employees, representatives, agents, customers, and other Suppliers, individually and collectively, against all claims (whether in based in tort, strict liability, contract, or otherwise), damages, demands, actions, proceedings, lawsuits, judgments, settlements, liabilities, penalties, fines, expenses, costs, and/or fees (including reasonable attorneys', experts', and legal fees) arising out of, resulting in any way from, and/or related to: (i) the Manual; (ii) any product sold or service provided to Superior Uniform Group by Supplier; (iii) any act or omission of a Supplier, or of its subsidiaries, directors, officers, employees, representatives, agents, suppliers, or vendors; (iv) any actual or alleged violation, infringement, or breach of any applicable Law; (v) any actual or alleged violation, infringement, or breach of any intellectual property right, such as a patent, trademark, trade dress, service mark, or copyright, or of any trade secret; (vi) contamination of the environment and any associated clean-up costs; and/or (vii) the death or injury to any person or damage to property which is alleged to and/or does result from or relate to any product sold or service performed by a Supplier. Supplier shall not enter into any settlement without Superior Uniform Group's prior written authorization. Superior Uniform Group may be represented by and actively participate through its own counsel at its own expense in any suit or proceeding. These obligations shall be in addition to any warranty obligations of Supplier.

Should Superior Uniform Group's use, or use by its customers, of any products or services purchased from the Supplier be enjoined, Supplier shall, at its sole cost and expense, and at Superior Uniform Group's choosing (a) substitute fully equivalent non-enjoined products or services; (b) modify the products or services so they no longer are enjoined but remain fully equivalent in functionality; (c) obtain for Superior Uniform Group and its customers, at no cost to Superior Uniform Group and its customers, the right to continue using the products or services; or (d) if none of the foregoing is possible, refund all amounts paid for the enjoined products or services.

SUPPLIER COMPLIANCE

Superior Uniform Group requires that an officer or authorized senior management representative from Supplier sign an agreement pledging that Supplier's compliance with this Manual.

Any violation or threatened violation of this Manual, including but not limited to, a violation of the Law, is cause for immediate termination by Superior Uniform Group of its contractual and/or business relationship with such Supplier, including of any shipments not yet received. If it is determined by Superior Uniform Group that a Supplier is operating in violation of the Manual, should Superior Uniform Group so choose, the Supplier must work with Superior Uniform Group or its designated third party to develop and implement a corrective action plan, including a mutually agreed schedule for resolution of the issues. Failure to meet a corrective action plan commitment will be considered a material breach of any supply or similar agreement between Superior Uniform Group and the Supplier and may result in cancellation of current orders and/or termination of the contractual relationship.

Superior Uniform Group reserves the right to amend or modify this Manual at its discretion and without further notice to Supplier.

ACKNOWLEDGEMENT AND AGREEMENT

The Supplier signing below acknowledges and agrees to adhere to this Supplier and Vendor Compliance Manual. This Supplier and Vendor Compliance Manual is binding on Supplier as of the date signed by Supplier and shall remain in effect unless or until the Supplier and Vendor Compliance Manual is revoked in writing by the Company or is superseded by a subsequent version.

Company

Signed and Acknowledged

Printed Name

Title

Date

Appendix A

Superior Uniform Group, Inc. -- Purchase Order Terms & Conditions

- 1. Acceptance; Agreement.** This purchase order constitutes Superior Uniform Group, Inc.'s ("Buyer") offer and may be accepted by Seller only in accordance with the terms hereof. This purchase order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Any acceptance of this purchase order is limited to acceptance of the express terms contained herein. Any proposal or documents of Seller providing additional or different terms, or any attempt by Seller to vary any of these terms, is hereby objected to and rejected. Proposals by or any subsequent documents from Buyer shall not operate as a rejection of this purchase order unless such variances are in the description, quantity, price, or delivery schedule of the goods; such variance(s) shall be deemed a material alteration of this purchase order. Material alterations shall not be accepted by Seller. If this purchase order is deemed an acceptance of a prior offer by Seller, such acceptance is limited to its express terms.
- 2. Price.** This purchase order must not be filled at a higher price than shown on the purchase order. Any change must be authorized in writing by Buyer. Prices are F.O.B. delivered, unless Buyer specifies otherwise in the purchase order, and include all custom duties, all sales, use, excise and property taxes, and all shipping, packaging, boxing, crating, labeling, storage, insurance and similar charges. Title to the goods and risk of loss shall pass to Buyer upon acceptance by Buyer after delivery, unless Buyer specifies otherwise in the purchase order.
- 3. Setoff.** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
- 4. Changes.** Buyer shall have the right at any time to make changes to the purchase order, including related to any drawings, designs, specifications, materials, packaging, time and place of delivery, and/or method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of this purchase order, an equitable adjustment shall be made and this purchase order shall be modified in writing accordingly. Seller agrees to accept any such changes to this purchase order.
- 5. Delivery; Time of the Essence.** Time is of the essence for this purchase order. If delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right, in addition to its other rights and remedies, to (a) purchase substitute items or services from an entity other than Seller; (b) assess monetary penalties to Seller; (c) charge Seller for all additional expenses and losses incurred by Buyer due to the delay or failure by Seller to deliver the items or render the services timely, including freight, materials, labor, replacement items or services, and lost business; and/or (d) terminate this purchase order without liability by notice effective when received by Seller as to items not yet shipped or services not yet rendered.
- 6. Shipment.** If, in order to comply with Buyer's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Buyer must pre-approve, in writing, any more expensive shipping method; failure by Seller to obtain such permission shall result in Seller paying for such additional cost. Seller shall not include in any shipment to Buyer or to any customer of Buyer any document, such as an invoice, that contains pricing information. Any document that contains pricing information must be sent directly, and only, to Buyer separately from the shipment of the goods.
- 7. Force Majeure.** Buyer may delay delivery or acceptance occasioned by causes beyond its control, such as government action or failure of the government to act where such action is required, telecommunication failure, strike or other labor dispute, fire, act of God, earthquake, or unusually severe weather. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause of the delay has been removed. Buyer

shall be responsible for Seller's direct additional reasonable costs only if Buyer's request to hold the goods delays Seller's performance of this purchase order.

8. **Warranty.** Seller expressly warrants that all goods or services furnished under this purchase order shall conform in all respects to all samples, specifications, and appropriate standards, will be new, and will be free from defects in materials or workmanship. Seller warrants that all such goods or services will conform to all statements made on the containers, labels, or advertisements for such goods or services, and that all goods will be adequately contained, packaged, marked, and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Inspection, test, acceptance, or use of the goods or services furnished hereunder shall not affect Seller's obligation under this warranty, and all warranties shall survive inspection, test, acceptance, and use. Seller's warranty shall run to Buyer, its successors, assigns, customers, and users of goods sold by Buyer. Seller agrees to replace or promptly correct defects of any nonconforming goods or services without expense to Buyer. If Seller fails to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services, and charge Seller any cost incurred.
9. **Insurance.** Unless Buyer specifies otherwise in the purchase order, Seller shall maintain insurance, including product liability, contractual liability, completed operations, contractor's liability, automotive liability (including non-owned automotive liability), and workers' compensation and employer's liability insurance (or the equivalent in the Seller's country), that will adequately protect Buyer against all damages, claims, actions, lawsuits, judgments, settlements, liabilities, fees, costs, and/or expenses. All insurance coverage provided to Buyer by Seller pursuant to these terms and conditions shall be primary insurance with respect to Seller's obligations, and shall not be or be considered to be contributing insurance with any of Buyer's policies of insurance. No recovery by Buyer under any policy of insurance procured by Seller shall limit, waive, or bar any other right, remedy, claim, cause of action, or recovery that Buyer may have against Seller under these terms and conditions or applicable law. Evidence of such coverage, in the form of a Certificate of Insurance (or the equivalent) naming Buyer as an additional insured and providing for thirty (30) days' notice (10 days for non-payment) to Buyer prior to cancellation shall be sent to Buyer not later than seven (7) days following Seller's acceptance of this Order, unless a valid and current Certificate of Insurance (or the equivalent) naming Buyer as an additional insured already was sent to Buyer. Seller agrees to submit Certificates of Insurance (or the equivalent) evidencing its insurance coverage whenever requested by Buyer.
10. **Compliance with Laws.** Seller expressly warrants and represents that all goods and services supplied hereunder will have been produced, manufactured, tested, packaged, labeled, invoiced, shipped, and if required, certified or registered, in compliance with, and Seller agrees to be bound by, all applicable international and U.S.A federal, state and local laws, orders, rules and regulations (the "Laws"). The Laws include, but are not limited to: (a) the Textile Fiber Products Identification Act, 15 U.S.C. § 70; (b) the Flammable Fabrics Act, 15 U.S.C. §§ 1191-1204; (c) the Wool Products Labeling Act, 15 USC § 68; (d) the Federal Hazardous Substances Act, 15 U.S.C. §§ 1261-1278a; (e) the Consumer Product Safety Act, 15 U.S.C. §§ 2051-2089; (f) the Federal Food, Drug, and Cosmetics Act, 21 U.S.C. §301, *et seq.*; (g) the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; (h) the Fair Packaging and Labeling Act, 15 U.S.C. §§ 1451-1461; (i) the Equal Opportunity Clause of Executive Order 11246; (j) the Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, *et seq.*; and (k) all laws prohibiting discrimination on the basis of race, religion, color, national origin, sex, age or because of a physical or mental handicap.
11. **Contractor/Supplier Compliance Manual and Code of Business and Ethical Conduct.** Seller shall comply with Buyer's Contractor/Supplier Compliance Manual and all applicable portions of Buyer's Code of Business

and Ethical Conduct, which can be found at www.superioruniformgroup.com and/or obtained by telephoning (727) 803-7120. In addition, neither Seller nor any of its affiliates in the course of providing goods, materials, or services to Buyer under this purchase order shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action; (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full-time or contract); (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment; or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed a bribe or unlawful. Buyer shall have the right to request and audit all records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Buyer retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in this purchase order, if Seller does not comply with Buyer's Contractor/Supplier Compliance Manual and/or Code of Business and Ethical Conduct, the additional requirements of this section, or with all laws applicable to Seller's business operations.

12. **Indemnification.** Seller shall defend, indemnify, and hold harmless Buyer (including its officers, directors, employees, representatives, agents, customers, other vendors, individually and collectively) against all damages, claims, actions, lawsuits, judgments, settlements, liabilities, fees, costs, and/or expenses (including reasonable attorneys', experts' and legal fees) arising out of, resulting in any way from, and/or related to: (i) the purchase order; (ii) any defect or nonconformance in the goods or services purchased hereunder; (iii) any act or omission of Seller, its agents, employees, or subcontractors; (iv) any actual or alleged violation, infringement, or breach of any of the Laws; (v) any actual or alleged violation, infringement, or breach of any intellectual property, such as a patent, trademark, trade dress, service mark, or copyright, or of any trade secret; (vii) unfair competition by Seller; and/or (vi) the death or injury to any person or damage to property by whomsoever suffered which is alleged to and/or does result from any good sold or service performed pursuant to this purchase order. This indemnification shall be in addition to the warranty obligations of Seller. Seller shall not enter into any settlement without Buyer's prior authorization. Buyer may be represented by and actively participate through its own counsel at its own expense in any suit or proceeding.
13. **Proprietary Information; Confidentiality; Advertising.** Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this purchase order unless Seller obtains written permission from Buyer to so do. This paragraph shall apply to drawings, specifications, and other documents prepared by Seller for Buyer in connection with this purchase order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to the purchase order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights against Buyer with respect thereto.
14. **Inspection/Testing.** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and reject any or all of said goods at any time during Buyer's possession and/or use of the goods. For goods whose defect or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Goods supplied in excess of quantities stated in this purchase order may be returned to Seller at its expense. In addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping excess or nonconforming goods. Nothing contained in this purchase order or any writing sent by Seller shall relieve Seller from the obligations of testing, inspection, and quality control.
15. **Records, Inspections and Audit Right.** At all times Seller shall maintain accurate books and records containing information regarding the raw materials, production, storage, sale, shipment, pricing of, and payment for the subject goods. These books and records shall be kept in accordance with all applicable legal

requirements and industry practice, and preserved for not less than three (3) years after creation. Buyer and its agents and representatives have the right, but not the obligation, to examine the books and records of Seller for the purpose of verifying Seller's compliance with its obligations under this purchase order. Any such examination shall be during business hours in Seller's principal offices, the facility where the goods were produced, or such other location or method as Buyer may reasonably request. Seller shall cooperate with Buyer's examination, which cooperation shall include making Seller's officers, employees, agents, and contractors available for discussion of Seller's books, records, and compliance with this purchase order. The examination shall be at Buyer's expense, unless Buyer determines that Seller has failed to perform its obligations under this purchase order or applicable laws, in which event the expense of examination plus other damages incurred by Buyer shall be paid by Seller. Buyer also has the right, but not the obligation, to inspect any facility where the subject goods are produced or stored for the purpose of verifying compliance of such facilities with applicable law, compliance with this purchase order, and/or compliance with Buyer's quality and other manufacturing and storage standards, practices, and procedures. Seller will provide copies of such books and records as Buyer may reasonably request, provided that Buyer agrees to maintain any information contained in such books and records which is confidential and proprietary information of Seller in the same manner that Buyer maintains its own confidential and proprietary information. Buyer will not use any such confidential and proprietary information of Seller except as contemplated by these terms and conditions.

16. **Termination for Convenience of Buyer.** Buyer reserves the right to terminate this purchase order, or any part hereof, for its sole convenience. In the event of such termination, upon notification by Buyer, Seller shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by Seller's suppliers or subcontractors which Seller reasonably could have avoided.
17. **Termination for Cause.** Buyer may terminate this purchase order or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any of these terms and conditions. Late deliveries, deliveries of goods which are defective or which do not conform to this purchase order, failure to provide Buyer, upon request, reasonable assurances of future performance, and failure to comply with all applicable laws each shall be a basis for termination for cause. Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
18. **Remedies.** Each of the rights and remedies reserved by Buyer in this purchase order shall be cumulative and additional to any other or further remedies provided by law or equity, or in this purchase order.
19. **Waiver.** Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Buyer's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. Neither acceptance of any good or service nor payment by Buyer shall constitute a waiver of any defect in goods ordered, improper performance of services, failure to conform to specifications, Seller's delay in performance, or Seller's failure to comply with all applicable laws.
20. **Assignments and Subcontracting.** Neither this purchase order nor any interest therein nor any claim, action, or lawsuit arising hereunder may be assigned or subcontracted by Seller without prior written approval of Buyer. Buyer may transfer or assign the benefits of this purchase order, in whole or in part, including without limitation the Seller's warranty, without the approval of Seller.

21. **Choice of Law and Venue.** These terms and conditions shall be interpreted pursuant to the laws of the state of Florida in the United States of America without giving effect to its choice of law provisions. Litigation brought to contest disputes arising under this purchase order shall be brought only in either the state court sitting in the County of Pinellas, Florida or the Federal District Court for the Middle District of Florida sitting in the County of Hillsborough. Seller irrevocably waives any claim it may have that any proceeding brought in such a court has been brought in an inconvenient forum and/or that the court lacks jurisdiction.
22. **Limitation on Buyer's Liability; Statute of Limitations.** In no event shall Buyer be liable for incidental, indirect, special, or consequential damages or anticipated profits, lost profits, or penalties of any kind, whether based upon contractual, statutory, tortious, negligence, strict liability, or other theory of liability. Buyer's liability on any claim, action, or lawsuit of any kind for any loss or damage arising out of, in connection with, resulting from, or related to this purchase order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services which gave rise to the claim, action, or lawsuit. Any claim, action, or lawsuit resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.
23. **WAIVER OF JURY TRIAL. SELLER AND BUYER IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM, OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS PURCHASE ORDER OR ANY PORTION OF ANY AGREEMENT WHICH IS RELATED TO THIS PURCHASE ORDER, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.**
24. **Entire Agreement.** This purchase order and any documents included by reference constitute the entire agreement between Buyer and Seller unless specifically modified by a writing signed by all parties.

-- END --

Appendix B

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement (the "Agreement") is entered into between Superior Uniform Group, Inc. ("Superior" or the "Disclosing Party"), and _____ ("Company" or the "Receiving Party"), as of _____ (the "Effective Date"). Superior and Company are collectively referred to as the "Parties," and each individually as a "Party."

WHEREAS, Superior desires to provide confidential and proprietary information to Company in connection with the evaluation of or conducting of certain potential business endeavors, particularly, the provision of products and/or services by Company to Superior (the "Purpose"); and

WHEREAS, the Parties desire to protect the confidential and proprietary nature of the information disclosed by Superior to Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Confidential Information.** "Confidential Information" shall mean all information and/or documents of Superior, whether written or oral, tangible or intangible, and shall include, but not be limited to, existing or proposed business or products, pricing, costs, technology, trade secrets, discoveries, ideas, concepts, know-how, methods, techniques, designs, patterns, processes, terminology, styling, markers, structure, marketing and distribution methods, plans, and efforts, the identities of and the course of dealing with actual and prospective customers, contractors, competitors, and suppliers, employee names and other information, specifications, drawings, maps, blueprints, diagrams, analyses, strategies, compilations, studies, and other technical, financial, and/or business information. Confidential Information includes the terms of this Agreement and the existence and nature of the Parties' negotiations. Any information of third-parties, including, but not limited to, Superior's customers, disclosed by Superior to the Company shall be deemed Superior's information, subject to the terms and conditions of this Agreement.
- 2. Marking.** Any failure by the Disclosing Party to identify Confidential Information with either an oral or a written marking of the confidential designation shall not relieve the Receiving Party of its obligations hereunder.
- 3. Information Excluded.** This Agreement shall not apply to any information that (a) has been or becomes publicly known, through no wrongful act of the Receiving Party; (b) was previously and lawfully known to the Receiving Party without obligation to keep it confidential; (c) is rightfully received from a third-party who received the information lawfully and under no obligation to keep it confidential; or (d) which is independently developed by the Receiving Party without use of or reference to Confidential Information, whether disclosed pursuant to this Agreement or otherwise.
- 4. Limited Use and Distribution.** The Receiving Party agrees to maintain as confidential the Confidential Information it receives from the Disclosing Party using no less than the same degree of care it uses to protect its Confidential Information, but in all events by no less than a reasonable degree of care. The Confidential Information shall not be used by the Receiving Party, its employees, or its representatives in any manner, whatsoever, in whole or in part, other than for the Purpose

contemplated in this Agreement. The Receiving Party shall hold such Confidential Information in confidence, except to the extent that disclosure of such Confidential Information is (a) consented to in writing by the Disclosing Party; (b) required by law, as provided in Paragraph 6 below; or (c) made to the Receiving Party's employees, directors, officers, representatives, and entities controlled by it (collectively, "Personnel") who have a need to know such Confidential Information in connection with the Purpose and who have been informed by the Receiving Party of the provisions of this Agreement and agree to keep such Confidential Information confidential. The Receiving Party shall be responsible for any breach of this Agreement by its Personnel. The Receiving Party and its Personnel shall not disclose to any third-party (including, without limitation, any customer, competitor, supplier, or vendor of the Disclosing Party) any Confidential Information, the Purpose, any terms, conditions, or other facts relating to a possible transaction, and/or the fact that discussions or negotiations even are taking place concerning a possible transaction.

5. **Reproduction.** The Receiving Party shall not reproduce the Confidential Information, in whole or in part, and shall not distribute all or any portion of this Confidential Information to any person other than the Receiving Party's Personnel for the purpose set forth above in 4(c) above.
6. **Required Disclosure.** The Receiving Party may disclose Confidential Information as required to comply with a valid and effective subpoena, order of a governmental entity or court with proper jurisdiction, or as otherwise required by applicable laws, provided that the Receiving Party (i) gives the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy (except to the extent the Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement); (ii) discloses only such information as is required by the order or other legal requirement; and (iii) uses reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed. Confidential Information so disclosed shall continue to be otherwise considered confidential under this Agreement.
7. **Proprietary Rights.** Any and all proprietary rights, including, without limitation, patent rights, inventions, copyrights, trademarks, service marks, and trade secrets, in and to Confidential Information shall be and remain with the Disclosing Party. The Receiving Party shall not have any rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. To the extent that the Receiving Party acquires any proprietary rights in Confidential Information disclosed by the Disclosing Party, the Disclosing Party shall own and retain all such proprietary rights and the Receiving Party hereby assigns and agrees to assign all such rights to the Disclosing Party.
8. **Return/Destruction of Confidential Information.** Upon request by the Disclosing Party, the Receiving Party promptly shall return or destroy the originals and all copies in all forms of all documents containing Confidential Information then in the Receiving Party's possession, custody, or control. If Confidential Information is destroyed rather than returned, the Receiving Party shall certify the destruction of the Confidential Information in writing to the Disclosing Party within thirty (30) days of the destruction.
9. **Publicity.** Company shall not in any way or in any form distribute, disclose, publicize, issue press releases, or advertise in any manner the discussions that gave rise to this Agreement, the discussions or negotiations covered by this Agreement, the information provided pursuant to this Agreement, or the existence of this Agreement without obtaining the prior written consent of Superior, unless

required by law or regulation.

- 10. Non-Solicitation.** Company agrees that for the Term of this Agreement and for eighteen (18) months thereafter, it shall not, without the prior written consent of Superior, directly or indirectly solicit for employment with Company or engagement as a contractor or advisor with Company or with any person or entity affiliated with Company any person that is employed by Superior or that was employed by Superior in the preceding twelve (12) months.
- 11. No Commitment or Exclusivity.** Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment by either Party to any business relationship, contract, or future dealing with the other Party, or (b) prevent either Party from conducting similar discussions or performing similar work as that contemplated hereunder, so long as such discussions or work does not violate this Agreement. Any business relationship between the Parties regarding the subject matter hereof shall be the subject of a separate agreement to be negotiated and executed by the Parties.
- 12. No Warranty.** The Confidential Information does not purport to contain all of the information related to the Purpose, or all information that either Party may wish to know about the other. The Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information, and it shall not be liable for any statement contained in the Confidential Information or any other written or oral communications provided to the other in connection with the Purpose.
- 13. Assignment; Successors.** Superior shall have the right to assign or transfer this Agreement and its obligations hereunder to any successor-in-interest of Superior by way of sale, merger, consolidation, reorganization, restructuring, or the acquisition of substantially all of the business or assets of Superior or more than fifty percent (50%) of the outstanding stock of Superior. The Company may not assign this Agreement. Subject to the foregoing, this Agreement will be fully binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- 14. Injunctive Relief.** The Receiving Party acknowledges that disclosure or use, or threatened disclosure or use, of Confidential Information in violation of this Agreement (including by third-parties to whom the Receiving Party disclosed Confidential Information) will cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. The Receiving Party, therefore, agrees that the Disclosing Party shall have the right, in addition to any other rights and remedies, to seek injunctive relief for any violation of this Agreement by the Receiving Party without the necessity of posting a bond. The Receiving Party waives the claim or defense that the Disclosing Party has an adequate remedy at law.
- 15. Attorneys' Fees.** If Superior brings any action, suit, counterclaim, appeal, arbitration, or mediation for any relief against the other in connection with this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs, including those for in-house counsel, those incurred in litigating entitlement to attorneys' fees and costs, and those incurred in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which Superior is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable

costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, electronic research, telephone charges, mailing and delivery charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

- 16. Term.** The Receiving Party's obligations pursuant to this Agreement shall expire four (4) years following the last exchange of Confidential Information from Disclosing Party to it (the "Term").
- 17. Relationship of Parties.** Nothing herein contained shall create or be construed as creating a partnership, joint venture, agency, or employment relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- 18. No Waiver.** Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions, or of any other terms and conditions.
- 19. Applicable Law and Venue.** This Agreement shall be deemed to have been made and entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the conflicts of laws provisions therein. The Parties agree that exclusive venue and jurisdiction with respect to any dispute, controversy, or claim under this Agreement shall be in either the Sixth Judicial Circuit for the State of Florida, located in Pinellas County, Florida, or the federal courts of the Middle District of Florida, Tampa Division. **THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.**
- 20. Securities Laws.** Company acknowledges that it is aware that the United States securities laws prohibit any person who has received from an issuer or is otherwise aware of material, non-public information from purchasing or selling securities of such issuer and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person likely is to purchase or sell such securities.
- 21. Severability.** If any term or provision of this Agreement shall be declared invalid, illegal, or unenforceable, the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, the remainder of which shall remain in full force and effect. In such event, the Parties shall negotiate, in good faith, a substitute, valid, and enforceable provision which most nearly effects the Parties' intent in entering into the original provision.
- 22. Entire Agreement.** This Agreement represents the entire understanding between the Parties with respect to the subject matter herein and cancels and supersedes all prior agreements and understandings, whether written or oral, with respect thereto. This Agreement may be modified or amended only by an instrument in writing signed by both Parties.
- 23. Notices.** All notices hereunder must be given in writing, refer to this Agreement, and be delivered personally or sent by overnight courier or registered or certified mail, return receipt requested. In the case of Company, notices shall be sent to the attention of the signatory of this Agreement at the address

listed for Company in Superior's records. In the case of Superior, notices shall be sent to General Counsel, Superior Uniform Group, Inc., 10055 Seminole Blvd., Seminole, Florida 33772.

24. Counterparts. This Agreement may be signed in multiple counterparts and exchanged by facsimile or in .pdf format, each of which shall be deemed an original and all of which together shall constitute but one and the same document. A copy of a signature by an authorized representative of each Party shall be deemed the same as an original signature by such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SUPERIOR

SUPERIOR UNIFORM GROUP, INC.

Signature: _____

Name: _____

Title: _____

COMPANY

Signature: _____

Name: _____

Title: _____