

**The following is *Superior's Contractor/Supplier Compliance Manual* in its entirety.**

To our Employees, Suppliers, Contractors, and Business Partners:

Organizational ethics and integrity are first and foremost at Superior Uniform Group. We strive to conduct business in strict compliance with all applicable laws and regulations, and adhere to the highest level of integrity and ethical behavior. We will actively seek out and favor Suppliers and Contractors whose standards are compatible with our own. We will not do business with companies or individuals that do not meet those standards.

The enclosed *Business Conduct Guidelines* are issued to communicate our philosophy to all Employees, Suppliers, Contractors, and Business Partners. They will assist you in understanding your responsibilities. It is important that you abide by and support our company rules and procedures in order to maintain the highest level of integrity. Superior Uniform Group will always support you if you follow the ethical, high integrity path.

We intend to maintain an environment where business is conducted with honesty and integrity and in which adherence to the law is the responsibility of each Employee, Supplier, Contractor, and Business Partner.

**Michael Benstock**  
Chief Executive Officer

## **NOTIFICATION TO AND CERTIFICATION OF VENDOR**

Superior Uniform Group's vendor policy is quite simple: we will actively seek and favor suppliers whose standards are compatible with our own, and we will not do business with companies or individuals that do not meet those standards.

Our policy consists of five components:

1. Principles
2. Education
3. Enforcement
4. Confidentiality
5. Agreement

### **I. Principles**

We expect our suppliers to comply with all applicable laws, regulations and industry standards, in addition to these specifically mentioned below, and to agree to the compliance certifications set forth below:

#### **A) Anti-Kickback Enforcement**

As a supplier, we request your cooperation and support in helping us maintain a fair, ethical and effective procurement system for supplies and services. It is our objective to avoid even the perception of conflict of interest or other impropriety in order to maintain the integrity of our procurement system.

All purchase orders issued by Superior Uniform Group in furtherance of our contracts are subject to the Anti-Kickback Enforcement. Superior Uniform Group, Inc. prohibits the offering, solicitation or acceptance of kickbacks by any person or organization in any way involved in activities associated with the acquisition process. Accordingly, Superior Uniform Group employees are prohibited from soliciting or accepting any kickback from any Superior Uniform Group, Inc. supplier or potential supplier. This prohibition extends to members of the employee's immediate family.

Please be advised that any unauthorized conflict of interest or offer of a kickback or other special treatment by a supplier to any Superior Uniform Group employee or to any member of their immediate family may result in the supplier or potential supplier being disqualified as a source for Superior Uniform Group's requirements and could result in other legal action against such supplier or individuals involved.

Any matter of the above nature, which comes to the attention of any supplier, should be immediately reported to Richard T. Dawson, Chief Ethics Officer, at (727) 803-7170 or call the Superior Uniform Group Ethics Hotline 1-800-632-2252.

The contents of the above subjects should be shared with those employees in your firm who will be involved in business dealings with Superior Uniform Group.

#### **B) Environmental Standards of Contractor/Supplier's country**

The Contractor/Supplier further agrees that:

- 1) Any facility to be used in the performance of a nonexempt subcontract with

Superior Uniform Group is not listed on the list of Violating Facilities as of the date of the contract award.

2) If the Contractor/Supplier at any time receives notice that a facility to be used in the subcontract is under consideration for inclusion in the list of Violating Facilities, the Contractor/Supplier shall promptly notify Superior Uniform Group.

3) The Contractor/Supplier will comply with all of the requirements of the Clean Air and Water Pollution Control Standards of the government of the Contractor/Supplier's country relating to inspection, monitoring, entry, reports and information, as well as all other requirements of all regulations and guidelines issued thereunder.

4) The Contractor/Supplier will include the criteria and requirements listed above in every nonexempt subcontract, and the Contractor/Supplier will take such action as the Government may direct as a means of enforcing such provisions.

**C) Labor Standards of the government of Contractor/Supplier's country.**

Superior Uniform Group is committed that the merchandise it sells will be the product of lawful labor. To assure that the materials that go into such merchandise were made in compliance with the Labor Standards of the government of the Contractor/Supplier's country, Superior Uniform Group will not knowingly enter into a purchase agreement with any supplier that violates the law by failing to pay its employees at least the minimum wage, by failing to pay its employees overtime, or by violating child labor laws.

1) The Contractor/Supplier represents that to its knowledge it is not currently in violation of the Labor Standards of the government of the Contractor/Supplier's country.

2) The Contractor/Supplier commits to comply with all the provisions of the Labor Standards of the government of the Contractor/Supplier's country, including, but not limited, to the Child Labor provisions, the minimum wage provisions, and the overtime provisions.

3) **Forced Labor**

Manufacturers will not use involuntary or forced labor-indentured, bonded or otherwise.

4) **Child Labor**

Apparel manufacturers will not hire any employee under the age of 17, or under the age of compulsory schooling, or under the minimum age established by law, whichever is greater.

5) Suppliers shall provide an environment free of Harassment, abuse or corporal punishment of any kind.

6) **Hours of Work**

Hours of work each day and days worked each week shall not exceed the legal limitations of the country in which the apparel is produced. Sewing contractors will provide at least one day off in every seven-day period except as might be required occasionally to meet urgent business needs. In no case shall a production employee work more than 65 hours in any given week.

7) The Contractor/Supplier will allow Superior Uniform Group to enter its premises during working hours for the purpose of inspecting the working conditions, and the Contractor/Supplier agrees to make any records and information available to Superior Uniform Group that may be helpful in determining whether the Contractor/Supplier is in compliance with the Labor Standards.

8) Clean and Comfortable Work Environment

It is the obligation of the supplier to ensure that there is potable water, clean bathrooms with running water, and a generally safe environment that in most cases exceeds local laws, but in every case at least meets them.

9) Freedom of Association

Suppliers shall recognize and respect the right of employees to exercise their lawful rights or free association, including or not joining any association.

10) Should Superior Uniform Group discover, through an audit of the Contractor/Supplier or otherwise, that the Contractor/Supplier is not in compliance with the Labor Standards, such violation of the Labor Standards will be deemed to be a material breach of the purchase order and, upon written notice, Superior Uniform Group will have no further obligation to fulfill its duties under the remainder of the purchase order. Furthermore, Superior Uniform Group will be entitled, in its sole discretion, to return items shipped by the Contractor/Supplier but not yet received by Superior Uniform Group.

11) Customs Compliance

Apparel contractors will comply with all applicable customs law and, in particular, will establish and maintain programs to comply with customs laws regarding transshipment of apparel products and maintenance of all certificates of origin.

12) Drug Interdiction

Apparel manufacturers will cooperate with local, national and foreign customs and drug enforcement agencies to guard against illegal shipments of drugs.

13) Finally, we require that all suppliers be particularly vigilant about compliance with country of origin and other requirements of the U.S. Customs Service and related agencies, and with all similar requirements of other applicable jurisdictions.

## **II. Education**

We take our responsibilities as a corporate citizen very seriously, and we act decisively to ensure that our policies and standards are understood and adhered to by all those with whom we do business.

We insist that all employees who come into contact with our suppliers be sensitive to our concerns, and are therefore required as a matter of job description to report anything they observe or discover that indicates our standards are not being met.

Each employee is expected to be an active proponent of our principles, as each of us must prove what we stand for by our actions. Every employee with a responsibility for vendor relationships is asked to acknowledge, in writing, that he or she understands our standards and principles, and can then act as an active participant in their implementation.

In addition to our internal education procedure, we share our policies with every direct contractor and supplier. Each of them is required to acknowledge our policies and standards. While we recognize that local customs and values profoundly influence individual judgments in many areas covered by these standards, we also support the work of international agencies and organizations that seek to develop internationally recognized standards for labor practices and business conduct.

### **III. Enforcement**

We will hold our Contractors/Suppliers responsible for the work they do for us. No Contractor/Supplier is permitted to subcontract work being performed for Superior Uniform Group without prior approval from Superior Uniform Group, Inc. Given the size of our business, we recognize that it is difficult to live up to our expectations. We make it clear to everyone with whom we work that we expect them to comply with all applicable laws and regulations, as well as our broader business standards.

To ensure compliance, the Contractor/Supplier facility is subject to periodic unannounced onsite visits by representatives of Superior Uniform Group. At that time, interviews with facility management will be conducted to determine compliance. Such items as pay policy and payroll records will be subject to review along with interviews with employees to verify their understanding of policies and procedures pertaining to their payment for time worked during regular and overtime hours.

A violation of the letter or spirit of our policies constitutes a breach of our relationship, which will result in:

- Cancellation of orders.
- Termination of our business relationship.
- Notification of responsible authorities.

### **IV. Confidentiality**

\_\_\_\_\_ (the "Company") is entering into contracting arrangements with Superior Uniform Group, Inc. (the "Receiving Party"), which term shall include all entities directly or indirectly owned by, owning or under common ownership with the Receiving Party and its agents, principals, employees and representatives thereof for the sole purpose of permitting the Receiving Party to determine whether and on what terms it might be interested in acquiring contracted products ("the Permitted Purpose"). Accordingly, to protect the use of all information furnished to the Company in writing or other tangible media format by Superior Uniform Group, Inc. ("the Confidential Information"), except for the Permitted Purpose, the Company agrees as follows:

a) Nondisclosure and Nonuse of Confidential Information. As used in this Agreement, the term "Confidential Information" shall include all information concerning Superior Uniform Group, Inc. and its business strategy, except information, which the Company can show by clear and convincing evidence:

1. Is lawfully and independently obtained by the Company from a third party without restriction as to disclosure or use by the Company.
2. Was obtained by the Company prior to the disclosure of any of the Confidential Information or

3. Is in the public domain or enters into the public domain through no fault of the Company. The Company shall not use the Confidential Information for any purpose other than the Permitted Purpose nor disclose same to any other person, nor solicit any customers of Superior Uniform Group, Inc.

b) Return of Documents. The Company will, upon request, return to Superior Uniform Group, Inc. all documents or other media in its possession containing Confidential Information and all extracts thereof and will not keep any copies of such documents or media.

c) Scope and Duration of Agreement. The Company's obligations hereunder shall survive termination of all agreements between the Company and Superior Uniform Group, Inc., regardless of the reasons for termination, for a period of ten years following such termination. The provisions of this paragraph shall be binding upon all successors and assigns of the Company.

d) Governing Law. These terms outlined herein shall be governed in accordance with the laws of and the parties do hereby agree to be subject to the jurisdiction of the State of Florida.

e) Interpretation. If any provision outlined herein should, for any reason, be held invalid or unenforceable in any respect, it shall not affect any other provision and it shall be construed by limiting it so as to make this Agreement enforceable to the maximum extent compatible with applicable law.

f) Remedies for Breach. In the event of a breach or threatened breach of any of the terms and provisions of this Agreement, including but not limited to the covenant against the use and disclosure of confidential information and solicitation of customers, Superior Uniform Group, Inc. shall have the cumulative right to seek monetary damages and equitable relief, including specific performance by means of an injunction against the Company or against any of the Company's employees, agents or representatives to prevent or restrain any such breach. Any such equitable actions shall not be deemed a waiver or an agreement to forego the enforcement or collection of any monetary damages. In the event of said breach, Superior Uniform Group, Inc. shall further be entitled to an award of all costs incurred in the enforcement of this Agreement including all court costs and attorney fees incurred through all proceedings before, during, or after trial or appeal.

## **V. Agreement**

The Contractor/Supplier certifies to Superior Uniform Group that it is not in violation of the above obligations including, but not limited to, those pertaining to Anti-Kickback Enforcement; Environmental Standards; and Labor Standards; and will remain in compliance with these statutes at all times as a condition of being a Contractor/Supplier of Superior Uniform Group. The Contractor/Supplier further certifies that it intends to be legally bound to comply with the terms of the Confidentiality Agreement and acknowledges receipt of Superior Uniform Group Contract/Supplier Procedure Guidelines.

The Contractor/Supplier agrees that Superior Uniform Group's agreement to enter into a purchase order and any payment Superior makes under the purchase order is sufficient consideration for this certification.

The Contractor/Supplier further agrees to periodically visit Superior's website at [www.superioruniformgroup.com](http://www.superioruniformgroup.com) to view any updates made to the Contractor/Supplier Compliance Manual. It will be the Contractor/Supplier's responsibility to notify Superior at (727) 803-7170 if access to the Internet is not available so that updates may be mailed.

WHEREFORE, we certify to Superior Uniform Group, Inc. to the above on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

CONTRACTOR/SUPPLIER COMPANY

Co: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_