

## KELLY SERVICES, INC.

### SECONDARY SUPPLIER AGREEMENT

**THIS AGREEMENT** is entered into \_\_\_\_\_, between Kelly Services, Inc., with its principal place of business located at 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Secondary Supplier")

#### Preliminary Statement

Kelly® provides temporary staffing services to its customers and has entered into an Agreement to provide temporary staffing services to Sara Lee Corporation ("Customer"). From time to time, Kelly requires assistance from other temporary staffing providers, such as Secondary Supplier, in filling Customer requests. Kelly desires to retain Secondary Supplier to provide and Secondary Supplier desires to supply staffing services on an as needed basis directly to Kelly's Customer.

The parties agree as follows:

**1. DESCRIPTION, LOCATION AND PRICING OF SERVICES.** At Kelly's request, Secondary Supplier will assign its employees to Customer to perform services. The pricing agreed upon by the parties is confidential and proprietary to Kelly and Secondary Supplier. Neither party will disclose the pricing without the other party's written permission. This non-disclosure obligation will survive any termination of this Agreement.

Kelly may, at its option and in its sole discretion, contact Secondary Supplier to perform the services, provided Kelly will not be obligated to retain Secondary Supplier for the services. Secondary Supplier's performance of the services will be subject to Customer's approval.

**2. SECONDARY SUPPLIER'S RESPONSIBILITIES.**

**(a) Generally.** Secondary Supplier will recruit, interview, select, hire and assign employees who, in Secondary Supplier's judgment, are best qualified to perform the services requested by Kelly. As the employer, Secondary Supplier will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., vacation and holiday pay plus other(s) specified in the Addendum) directly to its employees; (v) provide for liability and fidelity insurance as specified in Section 5 below, and (vi) provide workers' compensation insurance coverage in amounts as required by law.

**(b) Compliance.** In connection with the performance of this Agreement, Secondary Supplier will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act and the Immigration Reform and Control Act.

**(c) Employees on Assignment.** The employees assigned to Customer under this Agreement shall remain employees of Secondary Supplier except that Customer may be deemed a special or alternate employer for the purpose of workers' compensation and OSHA only. Secondary Supplier's employees shall not be entitled to participate in any of Kelly's or Customers' employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. Secondary Supplier shall provide to its employees in accordance with its policies no less than five (5) days of paid vacation and no less than six (6) days of paid holidays. Secondary Supplier shall also make available health, dental and vision programs or insurance coverage to its employees. Secondary Supplier will treat all employees it assigns to perform services as employees of Secondary Supplier and report all wages earned by its employees on a Form W-2. Secondary Supplier will not assign personnel to Customers as independent contractors.

Customer will be entitled to hire Secondary Supplier employees as part- or full-time employees of Customer upon payment to Secondary Supplier of the fee that is set forth in the Addendum, as applicable.

Secondary Supplier will provide to each Secondary Supplier employee, or ensure that each Secondary Supplier employee has undergone, basic safety training and other training necessary, if any, for such Secondary Supplier employee to perform the job responsibilities of such Secondary Supplier employee's primary category. Customer will provide to each Secondary Supplier employee the site-specific health, environmental and safety training, if any, relating to the Secondary Supplier employee's specific assignment location or job function. Secondary Supplier will cooperate with and support Customer to ensure that each Secondary Supplier employee, prior to the start of any assignment, receives appropriate training in accordance with the safety training guidelines for each Customer location.

Before a Secondary Supplier employee performs any work for Customer, Secondary Supplier shall cause such employee to read and sign the following forms:

- Subcontracted Vendor Employee Background Screen Disclosure Notice (Attachment A)
- Subcontracted Vendor Employee Background Screen Consent and Release (Attachment B)
- Subcontracted Vendor Employee Consent and Release for Drug Testing (Attachment C)
- Subcontracted Vendor Employee Communication and Information Systems User Agreement (Attachment D)
- Subcontracted Vendor Employee Acknowledgment of Employer and Temporary Assignment (Attachment E)
- No-Harassment Policy (Attachment F)
- Integrity Guide (Attachment G)
- Subcontracted Vendor Employee Non-Disclosure Agreement (Attachment H)

These forms should be maintained for a period of five (5) years from the contract expiration date.

**(d) Secondary Supplier Guaranty.** Secondary Supplier guarantees that the employees it assigns to Customer will satisfactorily perform the services. If such services are not performed satisfactorily, Secondary Supplier will, upon five (5) days notice from Customer or Kelly, cancel all charges for the first eight (8) hours of the assignment for unsatisfactory services and furnish a replacement as soon as possible. This guarantee also applies with respect to any temporary employee who terminates employment within the first five (5) days of the assignment start date.

**(e) Recruitment /Customer Identity.** All recruiting activities of prospective employees by Secondary Supplier will specify that employees will be employees of Secondary Supplier. Secondary Supplier will not use Customer's or Kelly's name or logo in any recruiting advertisements or in any other advertising, marketing, promotional or referral capacity, without the respective prior written approval of Customer or Kelly, on a case by case basis.

**(f) Confidentiality.** Secondary Supplier will insure that its employees and agents, including its management and employees assigned to perform the services, will not use or disclose any information learned during the performance of this Agreement relating to the business, financial affairs, management and employees of Customers and any related information which Customers might reasonably consider confidential (including all proprietary information and trade secrets) for any purpose other than performing the services. This obligation will survive any termination of this Agreement.

**(g) Minority/Women/Disabled Veteran Owned Enterprise.** If Secondary Supplier qualifies as a minority/women/disabled veteran owned business ("Designated Business") under applicable federal, state or local law, Secondary Supplier will complete all forms required by Kelly, Customer or applicable law relative to such status. In the event of any change in such status during the term of this Agreement, Secondary Supplier will promptly notify Kelly in writing

**(h) Employee Information.** Prior to placement at Customer by Secondary Supplier of an employee, Secondary Supplier will provide Kelly with the following information: (i) the employee's name, (ii) the employee's social security number, (iii) the employee's pay and bill rates, and (iv) such other information as Kelly may reasonably request.

**(i) Employee Testing.** At Customer's or Kelly's request, Secondary Supplier will arrange for drug testing and criminal background checks for the employees assigned to Customer, the actual unmarked up cost of which will be passed through to Customer or Kelly in accordance with the payment procedures below.

To the extent permitted by law, Secondary Supplier will ensure that every Secondary Supplier employee, regardless of the length of time such employee is expected to perform work for Customer, undergoes, has the results returned for, and passes, a five (5) panel drug screening test (which will include testing for marijuana, opiates/synthetic narcotics, cocaine, phencyclidine and amphetamines) before such employee performs any work for Customer. Secondary Supplier will not provide to Customer any employee whose drug screening test results are positive for illegal drugs or for the presence of prescription drugs (such as barbiturates, amphetamines, opiates, etc.), unless such employee has a current prescription and a valid medical reason for the use of such prescription drugs. For a drug test to be considered valid for purposes of this Section, the drug test must have been performed within 12 months prior to the date the Secondary Supplier employee first reports for work for a particular assignment with Customer. Customer will accept as valid, results of a drug test that was performed for the benefit of an affiliate of Customer, or another client of Secondary Supplier that is not affiliated with Customer, as long as the test was at least a five (5) panel drug screening test covering the same drugs noted above. If and to the extent Customer has or adopts a random drug testing policy, Secondary Supplier agrees to enforce such policy with respect to Secondary Supplier's employees assigned to Customer, to the extent permitted by law.

Secondary Supplier shall submit to Kelly an Expenditure Record, to be supplied by Kelly, for the actual unmarked up costs of the drug test at the rates set forth in the Addendum, provided that Secondary Supplier shall waive and shall not invoice Kelly for the costs of drug tests performed with respect to any Secondary Supplier employee if Secondary Supplier has billed a minimum of thirty (30) days for the work of such employee.

At Kelly's request, Secondary Supplier will ensure that each Secondary Supplier employee assigned to Customer undergoes, has the results returned for, and passes, a tuberculosis screening test before such employee performs any work for Customer, and Secondary Supplier will not provide to Customer any Secondary Supplier employee whose screening test is positive for tuberculosis. Secondary Supplier shall submit to Kelly an Expenditure Record for the actual unmarked up cost of the tuberculosis test.

As requested by Kelly, Secondary Supplier shall conduct background checks on each Secondary Supplier employee assigned to perform work for Customer, before any work is rendered. Background checks may include, without limitation, motor vehicle and criminal checks, and other tests applicable to "safety sensitive jobs" as specified by Customer from time to time. Secondary Supplier shall submit to Kelly an Expenditure Record for the actual unmarked up costs of such background checks as outlined in the Addendum. If any person is denied employment in connection with the results of any background check performed under this Agreement, Secondary Supplier shall be responsible for compliance with the Fair Credit Reporting Act, if applicable, including the delivery of notice to any such person regarding the unfavorable results of the background check.

**(j) Contact with Customer.** Unless otherwise directed by Kelly, Secondary Supplier will deal directly and exclusively with Kelly with respect to the services and Secondary Supplier's employees. Except as expressly directed by Kelly, Secondary Supplier will not direct any such inquiries or matters to Customer.

Without the express written consent of the applicable Customer representative, Secondary Supplier shall not at any time while this Agreement is in effect or afterwards carry out or arrange for any press release, advertisement or promotion of any kind or nature whatsoever which involves the use of or contains any reference to the name, trademark, service mark or logo of Customer or any Customer affiliate.

**(k) Order Status Updates.** Secondary Supplier will provide Kelly with status updates on all service orders as Kelly reasonably requests.

**(l) Pay Rates.** Secondary Supplier will utilize pay rates agreeable to Kelly and Customer for the employees performing the services.

**(m) Orientation.** At Kelly's request, Secondary Supplier's employees assigned to perform the services will attend orientations regarding Kelly's expectations, policies and procedures which orientations will be conducted, at Kelly's option, by Kelly or Secondary Supplier.

**(n) Information Management Reports & Performance Measurements.** Secondary Supplier will provide to Kelly such information as Customer may require from time to time for management reports and Secondary Supplier performance measurements. Secondary Supplier will make a good faith effort to accommodate any specialized record keeping requirements related to Customer. Secondary Supplier will cooperate with Kelly and Customer in the development of measurements of Customer satisfaction and Secondary Supplier performance.

Secondary Supplier will maintain complete and accurate records, in accordance with generally accepted accounting principles, of all expenses incurred in the performance of this Agreement. Secondary Supplier will maintain originals of such records for five (5) years following any termination of this Agreement, which documents may be audited by Customer or Kelly during the term of this Agreement and five (5) years thereafter.

### **3. ORDER CANCELLATION; REMOVAL OF EMPLOYEES; TERMINATION OF AGREEMENT.**

**(a) Order Cancellation.** Kelly may cancel, without charge, any particular request for services at anytime prior to Secondary Supplier's employee(s) beginning the assignment.

**(b) Removal of Employees.** At Kelly's or Customer's request, Secondary Supplier will remove any of its employees assigned to Customer; provided, that this Agreement will in no way affect the right of Secondary Supplier, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

**(c) Termination of Agreement.** The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by (i) Secondary Supplier upon not less than thirty (30) days prior written notice to Kelly, or (ii) Kelly upon not less than ten (10) days prior written notice to Secondary Supplier; provided, Kelly may, at the instruction of a specific Customer, terminate this Agreement immediately with respect to such Customer. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

### **4. PAYMENT FOR SERVICES.**

**(a) Generally.** In consideration of Secondary Supplier's performance hereunder, Secondary Supplier will be paid in accordance with the terms of the Addendum to be entered into between Kelly and Secondary Supplier relating to the provision of services to Customer.

**(b) Employee Overtime.** The pricing provided in the Addendum does not contemplate non-exempt Secondary Supplier employees (as "non-exempt employee" is defined in the Fair Labor Standards Act) working overtime. If such employees work more than forty (40) hours in any one Kelly work week (seven consecutive 24-hour periods as established by the local Kelly office), Secondary Supplier will be paid for the additional hours at a rate of 1.420 times the employee's straight-time bill rate (the overtime bill rate). For each hour of overtime that occurs on any holiday or other day that is recognized as a holiday period by Kelly or Customer, double overtime will be billed at 1.84 times the straight time bill rate for every hour of work required to be provided on that holiday. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of eight (8) hours in any one day. In jurisdictions in which other overtime or double time obligations are imposed by statute or regulation, Secondary Supplier will bill at the bill rate for overtime that Secondary Supplier must pay its employees. Hours, if any, required to be paid at premium rates will be performed only at the specific request of Kelly or Customer, and must be evidenced by signed time cards.

**5. WORKERS' COMPENSATION AND LIABILITY INSURANCE.** Secondary Supplier will, at its own expense, provide and keep in full force and effect during the term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement the following kinds and minimum amounts of insurance:

**(a) Worker's Compensation.** Workers' Compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed, including an alternate employer endorsement;

**(b) Employer's Liability.** Employer's liability insurance with a limit of not less than \$1,000,000 per accident;

**(c) Commercial Auto Liability.** Commercial automobile liability insurance with owned, hired and non-owned coverage with \$5,000,000 general aggregate limit and \$2,000,000 combined single limits for each occurrence of bodily injury and property damage;

**(d) Commercial General Liability.** Commercial general liability insurance with a \$2,000,000 combined single limit per occurrence and \$5,000,000 general aggregate, on an occurrence basis, including contractual liability insurance;

**(e) Commercial Blanket Bond.** Commercial blanket bond insurance with limits of \$1,000,000 in the aggregate per occurrence, inclusive of coverage for theft from Kelly or Customer by specifically identifiable employees of Secondary Supplier; and

**(f) Umbrella Coverage.** Umbrella liability coverage with a \$2,000,000 limit per occurrence and in the aggregate.

**(g) Professional Liability Coverage.** If applicable, Professional Liability Coverage with minimum combined single limits of \$1,000,000 for each occurrence of bodily injury and property damage.

Both Kelly and its subsidiaries and Customer and its subsidiaries, and the respective officers, directors and employees of each, will be named as additional insureds on the required commercial general liability, commercial auto liability and umbrella liability coverage.

All such coverage will be with insurers acceptable to Kelly. Promptly upon execution of this Agreement, Secondary Supplier will provide Kelly with a certificate of insurance in a form acceptable to Kelly, evidencing those coverages required above and providing Kelly with at least thirty (30) days prior written notice of cancellation or material change in coverage.

All such certificates will delete any "endeavor to" and "but failure to notify" provisions from the certificate's cancellation notice language and evidence waiver by the insurers of any subrogation rights with respect to Kelly and Customer, except to the extent such waivers are prohibited by law. All Secondary Supplier insurance will be primary with no right of contribution by Kelly or Customer or their respective insurers. Secondary Supplier will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage, and will declare any deductibles or self-insured retentions that are in excess of \$500,000.

Secondary Supplier will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

This section shall survive the expiration or termination of this Agreement.

**6. INDEMNIFICATION BY SECONDARY SUPPLIER.** Secondary Supplier will indemnify, defend and hold harmless Kelly and Customer and their respective directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

**(a) Compliance.** Secondary Supplier's failure to comply with applicable laws, regulations or orders;

**(b) Acts or omissions.** Any negligent act or omission or intentional misconduct on the part of Secondary Supplier, its officers, employees (including its employees on assignment) or agents, within the scope of their employment, provided Secondary Supplier's indemnity obligation will be limited to property damage, bodily injury and wrongful death;

**(c) Breach.** Breach of any obligation of Secondary Supplier contained in this Agreement;

**(d) Workers' Compensation.** Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Customer or Kelly by any Secondary Supplier employees or, in the event of death, by their personal representatives; or

**(e) Infringement.** Any claim that any material provided by the Secondary Supplier related to the temporary staffing services infringes any patent, copyright or any other intellectual property right of any third party.

- (f) **Driving Assignments.** Any claim related to assignments that require a CDL and/or driving, as applicable by location.

Secondary Supplier's obligation to indemnify, defend and hold harmless will not apply to indirect, special or consequential Damages. Secondary Supplier will not be liable in any manner for the work product of its employees.

7. **NOTIFICATION OF CLAIMS.** Kelly agrees (a) to notify Secondary Supplier in writing of any claim asserted under Section 6 within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (b) to permit Secondary Supplier to defend the claim, with counsel approved by Kelly, which approval will not be unreasonably withheld. Secondary Supplier will not pay or agree to pay any asserted claim under this Agreement without prior written approval from the Kelly Law Department, which approval will not be unreasonably withheld.

8. **PERMITS AND LICENSES.** Secondary Supplier will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required in connection with the performance of this Agreement.

9. **FORCE MAJEURE.** Neither Party will be responsible for failure or delay in assigning its employees to customer if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Non-performing Party.

10. **NOTICES.** Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

11. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without reference to choice of laws, rules or principles.

12. **SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

13. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

14. **ASSIGNMENT.** Neither Secondary Supplier nor Kelly may assign this Agreement without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

15. **INDEPENDENT CONTRACTOR.** In its performance of this Agreement, Secondary Supplier will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Secondary Supplier an agent, partner or joint venturer of Kelly or Customer.

16. **ENTIRETY.** This Agreement and its Exhibit(s) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

**KELLY SERVICES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**SECONDARY SUPPLIER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Attachment A**

**SUBCONTRACTED VENDOR EMPLOYEE  
BACKGROUND SCREEN DISCLOSURE NOTICE**

**This is to inform you that in connection with your potential employment or assignment by \_\_\_\_\_ (“Secondary Supplier”), a background screen may be conducted through a background reporting agency to determine your eligibility for employment or assignment. The background screen may include investigation and review of information about your character, general reputation, personal characteristics, mode of living, employment history, criminal history, military records, credit history and department of more vehicle records, whichever may be applicable.**

**You have the right to make a written request for a complete and accurate description of the nature and scope of the background screen. Such requests should be addressed to the appropriate human resources contact at Secondary Supplier.**

\_\_\_\_\_  
**Applicant/Employee Name (Signature)**

\_\_\_\_\_  
**Applicant/Employee Name (Printed)**

\_\_\_\_\_  
**Date**

*This document is the property of Kelly Services for use in supporting customers of Kelly Services and may not be duplicated or used by or with any third party without Kelly Corporate written advance approval*

Attachment B

**SUBCONTRACTED VENDOR EMPLOYEE  
BACKGROUND SCREEN CONSENT AND RELEASE**

As an employee of \_\_\_\_\_ (my employer, referred to as “Secondary Supplier”), I understand that a background screen may be conducted through a background reporting agency in connection with my potential employment and/or assignment through Kelly Services, Inc. (“Kelly”) with Sara Lee. I also understand that the background screen may include investigation and review of information about my background, mode of living, personal characteristics, character and personal reputation, and that parties such as corporations, companies, credit agencies\*, financial institutions, educational institutions, persons, law enforcement agencies, former employers and the military services may be contacted to furnish information about my background, mode of living, personal characteristics, character and personal reputation.

I agree and consent to such a background screen and authorize all such parties who are contacted for information about me to release written and verbal information about me to the background reporting agency conducting the background screen.

Further, I authorize Secondary Supplier, Sara Lee and the background reporting agency used to conduct the background screen to share the background screen results with each other. I also release Kelly, Secondary Supplier, Sara Lee and the background reporting agency from any liability resulting from use or disclosure of the background screen information.

I understand that Kelly may deny me employment or assignments at Sara Lee, or require Secondary Supplier to remove me from assignment if it considers the background screen information unfavorable. This Background Screen Consent and Release, in original or copy form, shall be valid for this and any future reports or updates that may be required in connection with my employment at Secondary Supplier.

I have read this Background Screen Consent and Release and understand all of its terms. I sign it voluntarily and with full understanding of its significance.

\_\_\_\_\_  
Applicant/Employee Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee Name (Printed)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Date

\*Secondary Supplier will not conduct a credit check unless it relates to a job requiring financial responsibilities and is justified as a business necessity as reflected in the position description. Credit check results must be considered in conjunction with all other factors in a background screen and alone are not a determining factor in denying or terminating employment.

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Attachment C

**SUBCONTRACTED VENDOR EMPLOYEE  
RELEASE AND CONSENT FOR DRUG TESTING**

I consent to submit to the following types of testing for drugs and/or alcohol pursuant to \_\_\_\_\_'s (hereinafter called "Secondary Supplier") or its customer's requirements: pre-assignment, initial on-assignment, post-accident, periodic, random testing, or testing based on reasonable cause to believe a person is under the influence of controlled substances during work hours while on assignment

I authorize Secondary Supplier, its customers, or any selected hospital, clinic, laboratory or medical review officer/organization to conduct the test(s), analyze the results, and furnish each other with results and information about my test results.

I agree that Secondary Supplier or its customers may deny me employment, require that I be removed from temporary assignment, or discharge me from employment if the results of the drug/alcohol test(s) are considered unfavorable by Secondary Supplier or the customer. I release Secondary Supplier, its customers, and any hospital, clinic, laboratory or medical review officer/organization selected to conduct the test(s) or analyze the results from any liability for the above actions.

I agree to notify Secondary Supplier, within five days, of any criminal conviction for a drug-related offense occurring during my employment.

I have read this release and consent and understand all of its terms. I sign it voluntarily with full knowledge of its significance.

\_\_\_\_\_  
Applicant/Employee Name (Signature)

\_\_\_\_\_  
Applicant/Employee Name (Printed)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Date

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## Attachment D

### Subcontracted Vendor Employee Communication and Information Systems User Agreement

*Please read carefully. Sign on second page to acknowledge that you understand the terms outlined in this agreement.*

Sara Lee (hereinafter called "Customer") proprietary and competitively sensitive information and Customer information entrusted to \_\_\_\_\_ (hereinafter called "Secondary Supplier"), if compromised, destroyed or lost, could result in adverse consequences such as financial loss or disruption of business. Examples of proprietary and competitively sensitive information include: customer, supplier and employee lists; financial information, such as costs, investments, earnings, sales and forecasts; sales and marketing strategies; wages, salaries and benefits; requests for proposal information; personnel files, including compensation and employee records; business plans and strategic objectives; and, sales, service, recruiting and training plans.

### COMMUNICATION AND INFORMATION SYSTEMS

The following rules and conditions apply to all individuals who use any communication and information systems of Customer and Customer's customers. The communication and information systems of Customer and Customer's customers shall hereafter be collectively referred to as "Communication and Information Systems." These Communication and Information Systems include, but are not limited to: host and personal computers, laptops, software and internal or external communications networks (voice mail, Internet/Intranet and e-mail systems) that are directly or indirectly accessed from Communication and Information Systems.

- Electronic mail (e-mail) is defined as an office communication tool whereby electronic messages and associated attachments are prepared, sent and retrieved on personal computers.
- On-line service (Internet) is defined as a communication tool whereby business information, reference material and messages are sent and retrieved electronically.
- Voice mail is defined as a communications tool whereby business information is sent and retrieved through a telecommunications handset.

E-mail, Internet and voice mail are intended for business purposes only; personal use of these communication tools are permissible only within reasonable limits and at the sole discretion of Kelly Services, Inc. (hereinafter called "Kelly") and/or the Customer. Kelly and/or the Customer reserves the right to monitor any and all aspects of its Communication and Information Systems and terminate access to and use of such systems at any time without notice. Accordingly, employees and other users of Communication and Information Systems *will not* be afforded privacy when communicating through voice mail, e-mail and the Internet.

Communication and Information Systems, and the information contained within these systems, are the property of Customer and/or Customer's customer; employees and contractors are permitted to use them only as necessary to fulfill job or assignment requirements. All Internet and e-mail records are Kelly or Customer records; they will be transmitted only to individuals who require them for business reasons. Communication and Information Systems users should exercise the same level of care when drafting an electronic document as they would in composing any other written communication.

I, therefore, hereby agree to:

- Safeguard all proprietary and competitively sensitive information, including all information contained or transmitted within Communication and Information Systems, from disclosure.
- Use Communication and Information Systems and the information stored within these systems for legitimate business purposes only (examples of non-business purposes include

but are *not* limited to: chain letters, multilevel marketing, computer games, personal advertisements, solicitations, promotions, and/or outside business interests).

- Treat e-mail and Internet records as official business records which require the same record retention as other written communications. However, e-mail communications are *not* intended for long-term retention; they should be purged monthly.
- Ensure that appropriate virus protection and detection software is loaded and working properly on personal computers used for downloading information from the Internet. If a virus is detected, report it immediately to your Customer supervisor.
- Ensure that disk images, data or documents received via the Internet are in compliance with all applicable copyright agreements.
- Protect the integrity of Communication and Information Systems by ensuring secure access to voice mail, e-mail, and the Internet. This protection of integrity relies on safe practices including, but *not* limited to: maintaining secret passwords, logging off the system before leaving your workstation, disallowing others to share your User ID and following Kelly's or Customer's clean and locked desk procedure.
- Not communicate, input or access language or images that may be considered offensive or demeaning to any individual. Offensive images/language includes, but is *not* limited to: Sexually explicit words or images, racial epithets or slurs and/or demeaning words or images which may be offensive to someone based on race, sex, religion, ethnicity, age, marital status, disability, veteran status or sexual orientation.
- Not download any software via the Internet except for software patches, upgrades, etc., which are manager-approved and necessary for adequate job or assignment performance.
- Not transmit proprietary and competitively sensitive information, or any other media not expressly approved by Kelly or your Customer supervisor, via the Internet.
- Not use the Internet for any inappropriate purposes including, but *not* limited to: illegal activity, disrupting other network users or services, entering other computer systems or databases without authorization, purchasing items via the Internet.

I fully understand that Kelly, its Customer and Customer's customers reserve the right to monitor and audit the use of Communication and Information Systems accessed by employees, temporary employees or contractors to ensure the confidentiality, integrity, and availability of data. Therefore, I have no expectation of privacy when using Communication and Information Systems.

I fully understand that failure to comply with this policy regarding the use of Communication and Information Systems, as described above, may result in the termination of my employment or assignment.

I have received, read and fully understand the Communication and Information Systems User Agreement. I fully understand the terms of this agreement, and agree to abide by the policies, procedures and conditions stated therein.

\_\_\_\_\_  
**Employee's or Contractor's Name (Please Print)**

\_\_\_\_\_  
**Employee's or Contractor's Signature**

\_\_\_\_\_  
**Date**

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**Attachment E**

**SUBCONTRACTED VENDOR EMPLOYEE  
ACKNOWLEDGEMENT OF EMPLOYER**

**AND TEMPORARY ASSIGNMENT**

I, the undersigned, an employee of \_\_\_\_\_, (hereinafter "SECONDARY SUPPLIER") agree to accept a temporary assignment to Sara Lee or any subsidiary (hereinafter "CUSTOMER") and as a pre-condition to receiving such an assignment, I acknowledge the following:

1. I understand that I am an employee of SECONDARY SUPPLIER and not of CUSTOMER and that I will not participate in CUSTOMER's pension plan or any other employee benefit plans established by CUSTOMER for its employees. I will be paid directly by SECONDARY SUPPLIER.
2. I understand that the assignment is a temporary one, the length of which may be increased or decreased.
3. I understand that any problems or complaints I may have regarding the assignment must be directed to Kelly Services or SECONDARY SUPPLIER and not to CUSTOMER.
4. I understand that my rate of pay from SECONDARY SUPPLIER may be greater or lesser than that received by other individuals who are performing similar service for CUSTOMER, regardless of whether they are employees of CUSTOMER or other staffing services.
5. I understand that there have been and will be no representations as to any assurance of being hired as a regular employee of CUSTOMER and that since I am not an employee of CUSTOMER, no promotions or other forms of advancement or transfer by CUSTOMER are available now or in the future.

6. I have been employed by CUSTOMER in the past.     YES     NO  
If YES, Where? \_\_\_\_\_ When? \_\_\_\_\_  
CUSTOMER Manager Name \_\_\_\_\_

7. I have been assigned to CUSTOMER through another staffing service.     YES     NO  
If YES, Where? \_\_\_\_\_ When? \_\_\_\_\_  
CUSTOMER Manager Name \_\_\_\_\_  
With which staffing service? \_\_\_\_\_

I hereby certify that I have read, understood and agree to the above Acknowledgement of Employer and Temporary Assignment and Confidentiality statement.

\_\_\_\_\_  
**Employee Name (Print)**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

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## **Attachment F**

### **NO-HARASSMENT POLICY**

Sara Lee Corporation (“Sara Lee”) is firmly committed to a policy of “no harassment” and maintaining a work environment that is free from discrimination in which employees at all levels can devote their full attention and best efforts to their jobs. As a condition to being placed in a temporary work assignment with Sara Lee, Sara Lee requires that you sign an acknowledgment of and agreement to abide by Sara Lee’s No-Harassment Policy, described herein.

Where an investigation has determined that a violation of Sara Lee’s “no harassment” policy has occurred, the disciplinary action which we impose will be consistent with Sara Lee’s zero tolerance for this conduct and commensurate with the offending behavior. This policy will apply to every employee regardless of his or her position, length of service, past performance or work record. Sara Lee does not authorize, approve or tolerate any form of harassment based on the following characteristics:

**Race, sex, national origin, age, disability, religion, or any other characteristic that is protected by law.**

This policy applies to management and non-management employees alike, and even to non-employees who harass Sara Lee employees.

Examples of “harassment” covered by this policy include offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the employee’s sex, race, religion, national origin, age, disability, or other characteristics protected by law that would make a reasonable person experiencing such behavior feel uncomfortable or would interfere with the person’s work performance.

The examples below are just that – examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on these characteristics that could interfere with an individual’s work performance or could create an offensive environment will be considered harassment in violation of this policy. This is the case even if the offending individual did not mean to be offensive.

#### **Sexual Harassment**

Sexual harassment (whether opposite-sex or same-sex) is strictly prohibited. Some examples of the type of behavior that are considered sexual harassment in violation of this policy include:

- Sexually offensive jokes or comments
- Physical assaults or other touching that is sexual in nature
- Promising favorable treatment or threatening unfavorable treatment based on the employee’s response to sexual demands
- Displays of sexually oriented reading materials, objects, devices, or pictures, including electronic materials
- Insulting or degrading remarks or conduct based on gender
- Punishing an employee for complaining of sexual harassment

#### **Harassment Based on Gender, Race, National Origin, Age, Disability or Religion**

Harassment based on these other traits deserves special mention and is also strictly prohibited. Some examples of the types of behavior that will be considered harassment, in addition to the examples stated above, based on these characteristics include:

- Jokes or negative comments about these characteristics
- Displays of reading materials, objects, devices or pictures containing negative material about these characteristics, including electronic materials
- Vandalism or “pranks” based on these characteristics
- Name-calling based on these characteristics
- Punishing an employee for complaining of these types of harassment

This policy cannot identify every behavior or conduct that might be covered by this policy. Therefore, if you are uncertain as to whether certain acts violate this policy, you should report the matter.

### **Reporting Harassment**

We and Sara Lee cannot resolve matters that we/it do not know about; therefore, you should report harassment when:

- You feel that you have been harassed
- You have seen someone else being harassed

This is true whether the alleged harasser is an employee, a supervisor or manager, or even a non-employee, such as a customer or vendor with whom the Company does business.

***To report harassment, contact your (Supplier Company Name) \_\_\_\_\_ Supervisor*** or the individual at your company who has been trained to respond appropriately to reports of harassment.

Once your report has been received the company will:

- Conduct a prompt and thorough investigation
- Explore the possibility of temporary remedial action (if needed) to separate the accused from the accuser
- Discuss the results with the complaining employee and, where appropriate, the action to be taken
- Keep the investigation and results as confidential as possible
- If the complaint is verified, take appropriate corrective action, up through and including termination of the harasser.

***No employee will be punished for bringing a good faith report of harassment to the company’s attention or for cooperating in an investigation.***

**EMPLOYEE ACKNOWLEDGMENT**

I have read a copy of Sara Lee's No-Harassment Policy, provided by my employer, (*Supplier Company Name*) \_\_\_\_\_, and I understand its contents. I understand that, if I feel that I have been harassed, or if I see what I believe is harassment, at any time while I am assigned to work for Sara Lee or any of its affiliates, I will immediately report the alleged harassment to my (*Supplier Company Name*) \_\_\_\_\_ Supervisor.

I also understand that, if the company verifies a complaint that I have harassed anyone in violation of this Policy, I will be subject to disciplinary action, up though and including termination.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Date

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## Attachment G

### **Dear Fellow Employees,**

*Sara Lee is made up of over 150,000 individuals – who manufacture and market products trusted by consumers in more than 180 countries around the world.*

*The diversity of our employees, united by a common set of priorities and values, gives us a strong competitive advantage. This Integrity Guide highlights the ethical values and responsibilities that apply to each of us as employees and representatives of Sara Lee.*

*The standards and responsibilities contained in the Integrity Guide can be summarized simply:  
Always do the right thing.*

*Protecting the integrity of our brands, our people and our company cannot be a part-time job. It is the fundamental responsibility of every one of us. We are all ambassadors for Sara Lee in the work we do and the way we do it. I join you in accepting this responsibility. Thank you for your support.*



C. Steven McMillan  
Chairman, President and Chief Executive Officer  
Sara Lee Corporation

(Contractor / Agency Name) \_\_\_\_\_

(hereinafter called “EMPLOYER”) has agreed to comply with Sara Lee’s *Global Business Practices* (GBP) policy, and has agreed to inform all EMPLOYER employees who are assigned to work for Sara Lee of Sara Lee’s GBP policy and require such EMPLOYER employees to comply with the *GBP* policy. Although you are employees of EMPLOYER and not Sara Lee, your review and signature of the Integrity Guide will serve as your acknowledgement and agreement to comply with the standards set forth therein. EMPLOYER will be entitled to enforce the Integrity Guide on behalf of Sara Lee.

This guide is a summary of the Sara Lee Global Business Standards

### **We Have a Responsibility to Ourselves**

Integrity is at the heart of who we are. Integrity is at the heart of Sara Lee as well. Business integrity is hard to define, but everybody knows it when they see it. Obey the law. Be honest, fair and trustworthy in your business relationships. Take responsibility for your actions and consequences.

No employee may use an agent or other third party to perform any act prohibited by law or policy. Managers are responsible for exemplifying the highest standards of ethical business conduct.

### **We Have a Responsibility to Each Other**

We owe each other honesty, respect, and fair treatment. We value diversity and the unique contributions of each employee.

Sara Lee Corporation is firmly committed to the fair and equitable treatment of all its employees and qualified applicants for employment. Employees have the right to work in an environment that is safe and free from harassment and discrimination.

To support these commitments, each employee is responsible for observing employment and safety rules, and for taking precautions necessary to protect themselves and their co-workers. This includes reporting to work free from the influence of any substance that could prevent safe conduct of work activities.

### **We Have a Responsibility to Our Consumers**

Consumers trust the quality and value of our products, and trust that we will stand behind what we sell.

Our name is on every package, and our reputation is inside every package. It is the primary responsibility of every employee to make sure our products are safe and meet our quality standards. Any threats to product safety must be immediately reported to management.

It's vitally important that consumers get the quality and value they expect every time they enjoy one of our products.

### **We Have a Responsibility to Our Stockholders**

Stockholders trust us to responsibly use all our assets to generate business growth.

Honest and accurate recording and reporting of information is essential. It is unacceptable to make false claims on any records or reports, including time sheets, quality or safety results, and sales reports.

All employees are entrusted to protect company assets, including cash and other financial assets, plant and equipment, inventory supplies and confidential information. These resources should only be used for authorized business purposes.

Actions must be based on the best interest of the company, not motivated by personal interest or gain. Any situation that creates or appears to create a conflict of interest between personal interests and the interests of Sara Lee must be disclosed and avoided.

### **We Have a Responsibility to Our Business Partners**

**We depend on strong relationships with our customers, suppliers and other business partners who help us provide the high quality, high value products consumers demand.**

Sara Lee does business honestly and aggressively, and believes in doing business with those suppliers, agents and others who also demonstrate high standards of ethical business behavior.

All purchasing decisions must be made based on the best value received by the company. No gift, favor, or entertainment should be accepted or provided if it will obligate or appear to obligate the recipient.

### **We Have a Responsibility to Our Communities**

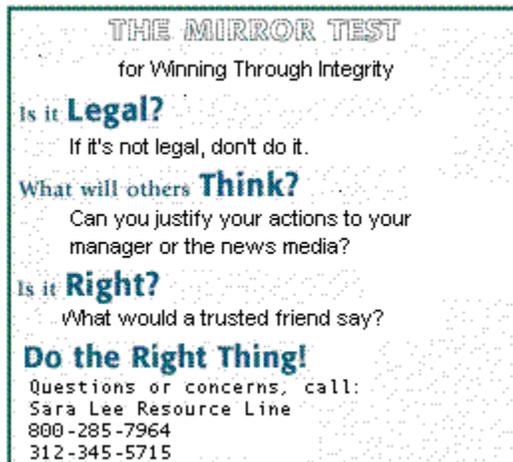
**We actively seek opportunities to contribute to the communities in which we do business.**

The first and foremost obligation of responsible citizenship is to obey the laws of every country and community in which we do business. This includes employment, safety, environmental, antitrust, and international trade regulations.

We are proud to go beyond the law by becoming actively involved in initiatives for the betterment of the environment and our communities

### The Mirror Test

The most important resource whenever we face a difficult situation is our own conscience. The Mirror Test helps us think through these issues.



*Other important resources are:*

- Your Manager
- Internal Audit
- Human Resources
- Legal
- Business Practices Officer

### Confidential Assistance

You do not have to give your name to the Sara Lee Resource Line. Anonymous callers will be advised if additional information is required before an effective investigation can take place. Individuals reporting an ethical or legal concern in good faith will never be subject to retaliation.

Reports to the Resource Line will be handled promptly, thoroughly, fairly and discreetly.

**Q:** My unit has goals we're supposed to achieve. Sometimes I feel Pressured to achieve these goals. *Is this acceptable?*

**A:** Good businesses set high goals and strive to achieve them. However, you should never violate ethical standards in order to achieve those goals.

**Q:** A salesperson for a competitor and I are friends. Occasionally, we talk about marketing plans. *Should I be concerned?*

**A: Yes.** You're revealing confidential information that we've invested time and money in. You also may be violating antitrust laws that prohibit discussions of marketing and pricing. Find another common ground for conversation.

**Q:** What's wrong with recording sales figures early or expenses late? It's not like we're making the numbers up, just shifting them.

**A:** Policy and the law require us to record all transactions truthfully. Shifting figures misrepresents our financial results.

**Q:** A supplier gave me a fruit basket during the holidays. *Can I accept it?*

**A:** Small tokens of appreciation that do not appear to obligate you may be acceptable. The safest bet is to let your manager know of any gifts you receive, and, in this case, share with your colleagues!

**Q:** I noticed something in the plant that could be a safety problem, but it really isn't my area.

**A:** Safe products and a safe work environment are every employee's "area". Notify management immediately

**Q:** My supervisor makes several of us uncomfortable with off-color jokes and comments. *What should I do?*

**A:** First, tell your supervisor that you are uncomfortable and that you want him or her to stop. If you feel you cannot talk directly to your supervisor, talk to another manager, Human Resources, or a Business Practices Officer. Sara Lee will not tolerate harassment or a hostile work environment.

**Q:** Why is there all this talk about diversity and good business practices? We've got a business to run.

**A:** Yes we do. And to run our business – and expand it profitably – we need to keep on improving our business practices. This includes doing a better job of promoting diversity in our workforce. Utilizing the unique perspectives of diverse employees enables us to make decisions that serve a broad spectrum of consumers in markets around the world.

**Q:** My sister-in-law could be a good supplier for Sara Lee. Can I purchase from her?

**A:** You should not purchase from family and friends. You may provide an introduction to somebody else who makes the purchasing decision as long as you are not involved. You should disclose any existing potential conflicts of interest to the Business Practices Officer.

**Q:** I've seen activities that may be creating an environmental hazard, but I don't want to get involved. Isn't this the safest course?

**A:** Definitely not for the community or the company, and probably not for you. Failure to take action when aware of unethical or illegal acts will result in disciplinary action. Retaliation against anyone making a good faith report such as yours will not be tolerated.

**Q:** I'm concerned about the quality of the product we've been producing lately. It doesn't seem to be up to our usual high standards.

**A:** When we put our name on every package, it's important to protect that name. Talk to your manager or the Plant Manager about your concern.

**Q:** I have a concern, but it's not addressed in this Guide. *Does that mean there's no problem?*

**A: No.** Even if this was thousands of pages long, your conscience must be your primary guide. Talk to your manager or a Business Practices Officer.

### **Employee Commitment**

Return to your EMPLOYER Supervisor  
(to be retained in employee file)

I have received the Integrity Guide. I understand the standards described in it which apply to my job and agree to comply with them.

---

Employee Signature

---

Date

---

Employee Name (Print)

**Questions, call:**

**Sara Lee Resource Line**  
**800-285-7964**  
**312-345-5715**

*Other important resources are:*

- Your Manager
- Internal Audit
- Human Resources
- Law Department

**Confidential Assistance**

You do not have to give your name to the Business Practices Officer. Anonymous callers will be advised if additional information is required before an effective investigation can take place. Individuals reporting an ethical or legal concern in good faith will never be subject to retaliation.

Reports to the Business Practices Officer will be handled promptly, thoroughly and fairly.

**Q:** My unit has goals we're supposed to achieve. Sometimes I feel Pressured to achieve these goals. *Is this acceptable?*

**A:** Good businesses set high goals and strive to achieve them. However, you should never violate ethical standards in order to achieve those goals.

**Q:** I noticed activities that may be creating a safety and environmental hazard, but it really isn't my area, and I don't want to get involved. *Isn't that the safest course?*

**A:** Definitely not for the company, and probably not for you. Safety and the environment are every employee's "area." Failure to take action when aware of unethical or illegal acts will result in disciplinary action. Retaliation against anyone making a good faith report such as yours will not be tolerated.

**Q:** A salesperson for a competitor and I are friends. Occasionally, we talk about marketing plans. *Should I be concerned?*

**A: Yes.** You're revealing confidential information that we've invested time and money in. You also may be violating antitrust laws that prohibit discussions of marketing and pricing. Find another common ground for conversation.

**Q:** I've been told to ship products well before the ship date in order to make plan. *Is this OK?*

**A:** There may be legitimate reasons for shipping early, for example if a customer has approved it. In all cases, however, our records must reflect reality. You should bring your concerns to your supervisor or the Business Practices Officer.

**Q:** Government agency officials have hinted that things would go more smoothly if I gave them a nice tip. *Can I?*

**A:** Probably not. Most payments to government officials, regardless of the country in which they take place, are illegal. And bribery is against our policy and the law. Consult with your supervisor and the Law Department if you have questions or concerns.

**Q:** I've seen somebody stealing from our company. I like the person, but I don't like the fact that he may be jeopardizing my livelihood. *What can I do?*

**A:** It's a difficult situation for you, but you owe it to yourself and the company to let somebody know what's going on.

**Q:** A supplier gave me a fruit basket during the holidays. *Can I accept it?*

**A:** Small tokens of appreciation that do not appear to obligate you may be acceptable. The safest bet is to let your manager know of any gifts you receive, and, in this case, share with your colleagues!

**Q:** My supervisor makes several of us uncomfortable with off-color jokes and comments. *What should I do?*

**A:** If you feel uncomfortable talking directly to your supervisor, talk to another manager, Human Resources, or the Business Practices Officer. We will not tolerate harassment or a hostile work environment.

**Q:** I'm concerned about the quality of the product we've been producing lately. It doesn't seem to be up to our usual high standards.

**A:** When we put our name on every package, it's important to protect that name. Talk to your manager about your concern.

**Q:** I have a concern not addressed in this Guide. *Does that mean there's no problem?*

**A: No.** Even if this was thousands of pages long, your conscience must be your primary guide. Talk to your manager or the Business Practices Officer.

Employee  
**Commitment**

Return to your Supervisor  
(to be retained in employee file)

I have received the Integrity Guide. I understand the standards described in it which apply to my job and agree to comply with them.

---

Signature

---

Date

---

Name

---

Secondary Supplier Company Name

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**SUBCONTRACTED VENDOR EMPLOYEE**

**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made by and between *(Contractor / Agency Name)*  
\_\_\_\_\_ (hereinafter called "Secondary Supplier") and the employee  
whose signature appears below. In consideration of employment by Secondary Supplier, and  
assignment to Sara Lee Corporation and/or subsidiaries (hereinafter called "Customer"), I agree:

- 1) That I will not, without prior written approval of Customer, publish or disclose in any manner confidential information pertaining to the affairs of Customer or resulting from services performed for Customer by Secondary Supplier, including inventions, research data, developments and conclusions, and information relating to Customer's customers; upon termination of the assignment, I will return to Customer all drawings, blueprints, records and other papers which embody confidential information;
- 2) That my rights and obligations under this Agreement will survive the termination of any assignment with Customer and/or my employment by Secondary Supplier.

\_\_\_\_\_  
**Applicant/Employee Name (Signature)**

\_\_\_\_\_  
**Applicant/Employee Name (Printed)**

\_\_\_\_\_  
**Date**

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## ADDENDUM

### KELLY SERVICES, INC. SECONDARY SUPPLIER AGREEMENT

This Addendum is entered into \_\_\_\_\_ between Kelly Services, Inc. (“Kelly”) and \_\_\_\_\_ (“Secondary Supplier”).

#### Preliminary Statement

Kelly® and Secondary Supplier have entered into a Secondary Supplier Agreement dated \_\_\_\_\_ (the “Agreement”). In accordance with the Agreement, Kelly desires to retain Secondary Supplier to provide, and Secondary Supplier desires to provide, staffing services as described below.

The parties agree as follows:

**1. CUSTOMER, LOCATION AND DESCRIPTION.** In accordance with the terms of the Agreement, Secondary Supplier will, at Kelly’s request, assign its employees to perform staffing services as follows:

**a. Customer.** The customer to be serviced is Sara Lee Corporation (“Customer”).

**b. Location.** The Customer location(s) at which Secondary Supplier employees will be assigned include(s) the following:

Any Sara Lee facility in the state of Illinois

The Customer locations may be amended as mutually agreed in writing by the parties.

**c. Services.** Secondary Supplier’s employees assigned to Customer under this Agreement will perform services in, including but not limited to, the following job categories:

- Office/Clerical
- Light Industrial
- Heavy Industrial/Drivers (including CDL, auto mechanics, etc.)
- Professional Accounting
- Professional Paralegal

#### 2. PAYMENT.

**a. Consolidated Billing.** Secondary Supplier will utilize Kelly Services’ time documents/cards for all of Secondary Supplier’s employees assigned to Customer’s location. Secondary Supplier agrees it is its responsibility to obtain all critical information to complete such time documents, audit its employees’ completed time documents, and submit to the local Kelly on-site staff at Customer’s location, or if instructed, directly to Kelly Services’ Secondary Supplier Processing Area (SSPA) for payment.

Kelly will pay Secondary Supplier in accordance with the pricing in Section 5 within 37 days of receipt of such time document, for the invoiced services, provided that, a) time documents are complete, b) time documents are signed by an authorized Customer representative, and c) time documents are received within 60 days from the date of service. Kelly will have no obligation to pay Secondary Supplier for time documents not received within 60 days from the date of service, unless Customer pays Kelly for the invoiced services. Secondary Supplier will not invoice Kelly or Customer for services provided – the Kelly Services time documents/cards submitted by Secondary Supplier’s employees to Kelly Services’ Secondary Supplier Processing Area will be used to calculate payment to Secondary Supplier.

**b. Billing Inquiries.** Secondary Supplier will only be paid for time properly reflected and authorized by Customer on time documents submitted by Secondary Supplier’s employees. Within sixty (60) days of

receipt of payment for the invoice, Secondary Supplier must give notice of any errors or omissions relating to payment. Payment issues not raised within sixty (60) days are deemed waived, except to the extent resulting from fraud.

**3. TERM.** The term of this Addendum begins as of the first date shown above and will continue in effect until canceled by (i) Supplier upon not less than 30 days prior written notice to Kelly, or (ii) Kelly upon not less than 10 days prior written notice to Secondary Supplier; provided, Kelly may, at the instruction of Customer terminate this Addendum. In the event of termination, this Addendum will continue to govern the parties' rights and obligations with respect to services performed prior to such termination.

**4. CONVERSION OF SECONDARY SUPPLIER EMPLOYEES.** Secondary Supplier acknowledges and agrees that from time to time, Customer may determine to hire personnel that have been placed with it pursuant to this Agreement. As set forth below, Customer agrees to pay a conversion fee for employees upon the conversion of a Secondary Supplier's temporary employee to full-time or part-time employment:

- a. Office/Clerical, Light and Heavy Industrial
  - Less than or equal to 240 hours: \$500 fee per employee**
  - Greater than 240 hours: No fee**
- b. Professional – Accounting and Legal/Paralegal
  - Less than or equal to 480 hours: \$1,000 fee per employee**
  - Greater than 480 hours: No fee**

**5. PRICING OF SERVICES.** The pricing agreed upon by the parties is confidential and proprietary to Kelly and Secondary Supplier. Neither party will disclose the pricing without the other party's written permission. This non-disclosure obligation will survive any termination of this Agreement.

**a. Mark-Up Rates by Service Line.**

Office/Clerical:	1.300
Call Center Support:	1.300
Light Industrial:	1.330
Heavy Industrial/Drivers (including CDL, auto mechanics, etc.)	1.410
Accounting:	1.370
Legal/Paralegal:	1.470

**b. Payroll Service Rate.**

Office/Clerical:	1.210
Call Center Support:	1.210
Light Industrial:	1.210
Heavy Industrial/ Drivers (including CDL, auto mechanics, etc.)	1.280
Accounting:	1.210
Legal/Paralegal:	1.210

**c. Overtime Rates.** Overtime will be calculated as follows: pay rate times mark-up times multiplier as listed below:

Overtime multiplier:	1.420
Double-time multiplier:	1.840

**6. DRUG & BACKGROUND CHECKING.** Secondary Supplier will comply with Customer's drug testing and background checking policies as outlined in the Agreement. Kelly will reimburse Secondary Supplier for the unmarked up cost of the required Drug Testing and Background Checking at the rates set forth below.

**a. Drug Testing.** The actual unmarked up cost of all drug testing passed through to the Customer through Kelly cannot exceed the following rates:

- 7 Panel
  - Per employee, designated collection site \$23.75
  - Per employee, non-designated collection site \$40.00

**b. Background Checking.** The actual unmarked up cost of all background checks passed through to the Customer through Kelly cannot exceed the following rates:

- Motor Vehicle Report: \$8.00 plus fees
- Education: \$11.00
- Employment History: \$12.00
- Professional License/Certification: \$12.50
- County Criminal: \$9.95 plus fees
- State Criminal: \$9.80 plus fees

**7. STATE SALES TAX.** To the extent that services provided hereunder are subject to any sales tax, payment of said tax will ultimately be Customer's direct responsibility. In these cases, Kelly shall issue a "Resale Exemption Certificate" to Secondary Supplier. Kelly will bill the Customer for all applicable sales taxes, collect these taxes from the Customer, and remit the collected sales taxes to the appropriate government authorities. Such sales taxes are not covered by the mark-up rate referred to in this Addendum.

**IN WITNESS WHEREOF,** the parties have caused this Addendum to be signed by their respective duly authorized representatives as of the date shown above.

**KELLY SERVICES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**SECONDARY SUPPLIER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title