



ELBECO INCORPORATED

WORKPLACE CODE OF CONDUCT

Elbeco is dedicated to the eradication of sweatshops in the United States and elsewhere. In this regard, Elbeco has adopted the following set of standards defining decent and humane working conditions.

Any factory making Elbeco products shall abide by the following standards:

Child Labor: No person shall be employed at an age younger than 15 years of age (or 14 where the law of country of manufacture allows) or the age for completing compulsory education, whichever is greater.

Wage and Benefits: Employees are paid at least the minimum wage required by local law, or the prevailing industry wage, whichever is higher, and shall be provided with legally mandated benefits.

Overtime: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Forced Labor: There shall not be any use of involuntary or forced labor, either indentured, bonded or otherwise.

Freedom of Association: Employers shall recognize and respect the right of employees to exercise lawful rights of freedom of association and collective bargaining.

Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Health and Safety: In accordance with applicable local laws, rules and regulations, all factories shall provide a

safe and healthy work environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the factories.

Hours of Work: An employee's hours shall not, except in extraordinary business circumstances, exceed the lesser of (a) legal limitations on regular and overtime hours in the jurisdiction in which the worker is employed, or where the laws of such jurisdiction do not limit the hours of work, the regular work week in such jurisdiction plus 12 hours overtime, or (b) 48 hours per week plus 12 hours of overtime. In addition, except in extraordinary business circumstances, all employees shall be entitled to at least one day off in every seven-day period.

Nondiscrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Nonretaliation: Factories must publicize and enforce a non-retaliation policy that permits factory workers to express their concerns about workplace conditions without fear of retribution or losing their jobs. Workers should be able to speak without fear directly to factory management or Elbeco representatives.

Domestic manufacturers. A base hourly wage adjusted annually to the amount required to produce, for 2,060 hours worked, an annual income equal to or greater than the US Department of Health and Human Services' most recent poverty guideline for a family of 3 plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. As of March 2007, the domestic wage including additional 20% paid as hourly wages or health benefits = \$9.56/hr.

Outside of the US. A nationwide wage and benefits level which is comparable to the non-poverty wage for domestic manufacturers as defined in subpart 1 after being adjusted to reflect the country's level of economic development by using a factor such as the relative national standard of living index or the World Bank GNI Per Capita Purchasing Power Parity in order to raise a family of 3 out of poverty. In addition, workers shall not be subject to disciplinary wage deductions.

If this affidavit does not comply with the above requirements for wages and benefits paid, the bid may be rejected.

In compliance with the requirements of the City of Milwaukee, I have completed this Affidavit of Compliance form in good faith and have made no wilfully false or misleading statements. Further, I have disclosed the names and plant locations of all my manufacturers and their subcontractors purchasing, renting, laundering and dry cleaning of items of apparel that I sell to the City of Milwaukee. I have also included affidavits of compliance from each subcontractor employed by the contractor during the specified time period of the contract for the fulfillment of contracts covered under this section indicating their compliance with the Code of Ordinances Section 319-17.

Further, I understand that any false statement on these forms could result in:

Withholding of payments.

Termination, suspension or cancellation of the contract in whole or in part.

After a due process hearing, denial of the right of the contractor to bid on future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

I/We hereby state that we will comply Section 319-17 of the City of Milwaukee Code of Ordinances as stated above.

AUTHORIZED SIGNATURE: Kelly Bixler

PRINTED NAME: Kelly Bixler

COMPANY NAME: ELBECO INCORPORATED



Personally came before me on this 7 day of July, 2007 (herein) Kelly Bixler who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN MY NESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE: [Signature]
PRINT NAME: _____
My commission expires: _____

(SEAL)



Fax Transmittal Form

To: Michael O'Brien
Company: Goldfish Uniforms
From: Kelly Bixler
cc:
Subject: Affidavit for City of Milwaukee

Date: September 20, 2007
Fax #: 414-476-0047
Pages (including this page): 3

Michael –

I believe this is the information you need. This is ready accessible from Elbeco, so if you need it again, please don't hesitate to ask.

If you have any questions, please call me at 800-468-4654, ext. 111.

ELBECO INCORPORATED
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