

## NEW HIRE CHECKLIST

- APPLICATION
- EMPLOYMENT ELIGIBILITY VERIFICATION (I-9)
- TWO VALID IDENTIFICATIONS (SEE ATTACHED LIST OF ACCEPTABLE DOCUMENTS)
- EMPLOYEE CHANGE OF RECORD FORM
- COMPLETED PRE-HIRE DRUG TEST
- EMPLOYEE ACKNOWLEDGEMENT OF POLICY REGARDING ACCEPTANCE OF CHECKS FOR PURCHASES
- EMPLOYEE ACKNOWLEDGMENT OF INTRODUCTORY PERIOD
- CONSENT TO DRUG TESTING AND RELEASE
- USE OF PERSONAL PROTECTIVE EQUIPMENT
- CELL PHONE POLICY
- COMPANY ISSUED CELL PHONE POLICY
- CONSENT FORM (PERSONAL USE OF OFFICE EQUIPMENT, ETC.)
- EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF ADDITIONAL POLICIES
- CONFIDENTIAL EMPLOYEE HISTORY
- EMPLOYEE ACKNOWLEDGEMENT OF OSHA 300 FORM
- EMPLOYEE ACKNOWLEDGMENT OF DRESS CODE GUIDELINES
- INTERNET AND ELECTRONIC COMMUNICATIONS POLICY WITH EMPLOYEE ACKNOWLEDGMENT AND SIGNATURE PAGE
- CONFLICTS OF INTEREST

# Initial Drug Screen Result Form

Specimen ID Number \_\_\_\_\_

Collection Test Date \_\_\_\_\_

## Company Information: (Information about the Company doing the testing)

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Collector's Name \_\_\_\_\_  
 Specimen Temperature: (90-100 F.) In Range  Other \_\_\_\_\_ Fax \_\_\_\_\_

## Donor Information: (Information about the person being tested)

Donor's Name \_\_\_\_\_ Employee ID # or Last Name: \_\_\_\_\_  
 ID # or SSN \_\_\_\_\_  
 Identification Type \_\_\_\_\_ Expiration \_\_\_\_\_  
 Notes \_\_\_\_\_

## Certificate Information: (Must be signed by both Donor and Collector)

I hereby certify that the specimen provided is my own and has not been substituted or adulterated. I further agree and grant permission for the testing of my specimen for drug metabolites and/or alcohol.

Donor's Signature \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that I collected the specimen provided by the aforementioned Donor and that it was not substituted or adulterated to the best of my knowledge. The specimen temperature and color were acceptable.

Collector's Signature \_\_\_\_\_ Date \_\_\_\_\_

## Initial Screen Results: (All "Confirm" or non-negative results must be confirmed using GC/MS)

Drug Name	Device Code	Negative	Confirm	Not Tested
Cocaine Marijuana	COC THC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Opiates/Morphine	OPI/MOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amphetamines	AMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methamphetamine	mAMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phencyclidine	PCP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benzodiazepine	BZO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barbiturates	BAR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methadone	MTD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tricyclic Antidepressants	TCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oxycodone	OXY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Propoxyphene	PPX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methylenedioxymethamphetamine	MDMA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ALCOHOL SCREEN	ALC	<input type="checkbox"/>	Level <input type="checkbox"/>	<input type="checkbox"/>

Last Name

First Name

## EMPLOYEE ACKNOWLEDGMENT OF POLICY REGARDING ACCEPTANCE OF CHECKS FOR PURCHASES

THE FOLLOWING STEPS ARE **MANDATORY** FOR ALL CHECKS **(NO EXCEPTIONS)**

For Authorization on all first party personal and business check made payable to D&B Tile

- A. The name must be preprinted on the check by the bank (No temporary checks or Starter Checks)
- B. Physical Address, phone numbers and identification may be handwritten on the check. The complete physical address & phone number including area code must appear. (No P.O. Box) unless accompanied by the physical address of the Personal Check and/or the Business Check.
- C. The Identification type & number must appear on the check (Identification must be valid). On personal checks, the accepted forms of identification are valid U.S. Driver's License (BE SURE To verify the Driver's license is not expired and is a valid U.S. Driver's license.), a Military ID or a U.S. Passport. If the address on the check differs from address on the ID, then both must appear.
- D. All personal checks: check writer, signer, purchaser and presenter must be identical.
- E. Business checks only require a company phone number as form of Identification (faxes are not acceptable)
- F. Checks that have a DBA following a check writer's name must be processed as a business check. (Please follow Business check procedures)
- G. Checks must be written on a U.S. bank Account.
- H. The date a check is written, accepted by the merchant, processed by the merchant for authorization, and the date of the paper work, must all match. (the date on a business check can be one day before or after the date of the approval)
- I. Write your full ten digit Merchant # and approval on the face of every check.

IF A CHECK IS RETURNED BY THE BANK AND ANY OF THE ABOVE INFORMATION IS MISSING, YOU WILL NOT RECEIVE ANY COMMISSION ON THE RELATED SALE. IF THE COMMISSION HAS ALREADY BEEN PAID TO YOU, IT WILL BE DEDUCTED FROM YOUR FUTURE COMMISSIONS. ADDITIONALLY, IF THE CHECK CAN NOT BE RE-DEPOSITED FOR ANY REASON, THE AMOUNT OF THE CHECK WILL ALSO BE DEDUCTED FROM YOUR FUTURE COMMISSIONS.

(Employee's signature) \_\_\_\_\_

Date) \_\_\_\_\_

(Social Security Number) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## **EMPLOYEE ACKNOWLEDGMENT OF INTRODUCTORY PERIOD**

I UNDERSTAND THAT I AM ON PROBATION AS AN EMPLOYEE FOR THE FIRST NINETY DAYS OF MY EMPLOYMENT, WHICH STARTED ON \_\_\_\_\_. I UNDERSTAND THAT DURING THIS PERIOD OF EVALUATION, I WILL NOT BE ENTITLED TO ANY BENEFITS. FURTHER, I UNDERSTAND THAT, IF MY EMPLOYER DISCHARGES ME FOR UNSATISFACTORY WORK PERFORMANCE, UNDER THE FLORIDA UNEMPLOYMENT COMPENSATION LAW THE EMPLOYER WILL NOT HAVE HIS ACCOUNT CHARGED FOR ANY UNEMPLOYMENT BENEFITS I MIGHT BE ELIGIBLE FOR IN THE FUTURE.

AT THE END OF THE INTRODUCTORY PERIOD, MY PERFORMANCE WILL BE REVIEWED AND, PROVIDED MY PERFORMANCE HAS BEEN SATISFACTORY TO MY EMPLOYER, I WILL BECOME A REGULAR EMPLOYEE AND ELIGIBLE FOR ALL THE BENEFITS AS SET FORTH IN THIS MANUAL AND ACCRUED FROM THE INITIAL DATE OF EMPLOYMENT. THE SUCCESSFUL COMPLETION OF THE INTRODUCTORY PERIOD, HOWEVER, DOES NOT MEAN THAT THE EMPLOYEE IS GUARANTEED EMPLOYMENT FOR ANY SPECIFIC DURATION, NOR DOES IT CHANGE THE AT-WILL STATUS OF REGULAR EMPLOYMENT.

I FURTHER ACKNOWLEDGE THAT I HAVE SIGNED THIS FORM WITHIN SEVEN (7) DAYS OF MY EMPLOYMENT.

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

\_\_\_\_\_  
(Social Security)

\_\_\_\_\_  
(Date)

CONSENT TO DRUG TESTING AND RELEASE

This form is to be completed when employee is given a conditional job offer.

Pursuant to my application for employment (including contract for services) with D&B TILE DISTRIBUTORS, I understand that all job offers are expressly conditioned upon submitting to and passing a drug test to detect the presence of illegal drugs and/or alcohol use. I have carefully and thoroughly read the company's Drug-Free Workplace Policy and I understand my rights and obligations contained in that policy. I also understand that it is a condition of my continued employment that I agree to follow, without reservation, that policy, which includes my consent to submit to all drug testing required by the Company. I also understand that the Company's Drug-Free Workplace Policy applies to me by virtue of my continued employment with the company.

I hereby consent to submit to a urinalysis or other tests as required by D&B TILE DISTRIBUTORS, their respective employees and agents, at a time and place specified by D&B TILE DISTRIBUTORS, for the purposes of testing for the presence of illegal drugs and/or alcohol abuse. I agree that Concentra Medical Centers may perform the drug tests in accordance with my employment with D&B TILE DISTRIBUTORS. I further agree to authorize the release of the results of these tests to the Medical Review Officer employed or retained by Concentra Medical Centers, to the Director of Operations of D&B TILE DISTRIBUTORS, and to such other management personnel as may require this information on a need to know basis. My understanding is that any information derived from these tests will be confidential between the laboratory, the Director of Operations of the Company, and the Medical Review Officer, except as otherwise provided by law, or if I place the test or its results in issue in any administrative, legal or other proceeding.

I further agree to release and hold D&B TILE DISTRIBUTORS and its agents, employees and assigns, including the laboratory collecting and conducting these tests, harmless from any liability arising in whole or in part out of the collection or testing of the specimens I provide or from the use of the information derived from these tests in consideration of my employment application.

I have carefully read this Consent and Release Form and understand it completely. I also understand that execution of this Consent and Release is a condition of employment with D&B TILE DISTRIBUTORS and my refusal to sign will result in withdrawal of any offer of employment I may receive. I am signing this form voluntarily and have not been coerced or placed under duress by any person.

\_\_\_\_\_ (Signature of employee/applicant)

\_\_\_\_\_ (Print name of employee/applicant)

Date signed: \_\_\_\_\_

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

\_\_\_\_\_ (Print name of Witness)

Date: \_\_\_\_\_

## USE OF PERSONAL PROTECTIVE EQUIPMENT

I, THE UNDERSIGNED, UNDERSTAND AND AGREE THAT AS A CONDITION OF EMPLOYMENT, I AM REQUIRED TO WEAR/USE THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT SUPPLIED AND/OR REQUIRED BY MY EMPLOYER:

COMPANY SUPPLIED: BACK SUPPORTS  
FIRST-AID KITS  
SAFETY GLASSES/GOGGLES

SUPPLIED BY EMPLOYEE: SAFETY SHOES  
HARD HATS

I AGREE TO INFORM MY EMPLOYER IMMEDIATELY UPON THE FAILURE OF ANY OF THE ABOVE LISTED EQUIPMENT SO THAT THE EQUIPMENT CAN BE PROMPTLY REPAIRED OR REPLACED.

IN THE EVENT THAT I SUSTAIN AN ON-THE-JOB INJURY AS A DIRECT RESULT OF MY FAILURE TO WEAR/USE THE PERSONAL PROTECTIVE EQUIPMENT LISTED ABOVE, MY WORKERS' COMPENSATION BENEFITS COULD BE SUBSTANTIALLY REDUCED.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Manager or Company Representative)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date)

## D & B Tile Distributors Cell Phone Policy

No D&B Tile employee will carry their personal cell phone with them during their work schedule. The only exception to this is an employee with a company-issued cell phone.

1. Employees are directed to avoid making or receiving personal calls during work time on their personal cell phones and use personal cellular phones only during scheduled breaks or lunch periods in non-working areas.
2. D & B Tile is not liable for the loss of personal cellular phones brought into the workplace.
3. D & B Tile employees are strictly prohibited from using cellular phones for any other available purpose (e.g. internet access, gaming, texting, music) during business hours. These functions may be used during scheduled breaks or lunch periods in non-working areas
4. Any Employee using their cell phones or in possession of their cell phone during working hours will be sent home and counseled. If the employee continues to not follow the cell phone policy they will be terminated.
5. Any Employee with a company issued cell phone cannot be in the warehouse using the cell phone. This is a safety violation.
6. Any employee with a company issued cell phone needs to sign the D & B Tile Company Issued Cell Phone Policy

D & B Tile Distributors reserves the right to amend or alter the terms of this policy.

### Acknowledgement of Cell Phone Policy

I, \_\_\_\_\_, have received, read and understand the D & B Tile Distributors Cell Phone Policy.

Sign \_\_\_\_\_ Date \_\_\_\_\_

## **D & B Tile Company Issued Cell Phone Policy**

### **The Purpose**

D & B Tile Distributors issues or pays individual cellular phones to company representatives who are required to be in close contact with the company at all times during their schedule. While cell phones are a necessary convenience of the business world, we require that all employees follow the guidelines listed below for their own and others safety.

### **Policy**

All employees are required to be professional and conscientious at all times when using company phones.

### **Usage**

It is D & B Tile Distributors policy that representatives of our organization who are issued a cellular phone understand the phones are issued for business use. Employees are expected to make every effort to not exceed the current contracted allowed data.

Cellular phone bills are reviewed monthly, any employee who exceeds their contracted allowed data is subject to additional usage review. If employee continues to go over allotted data they will be charged a \$15.00 fee for every GB they go over.

### **Damage to Phone**

Any damage or replacement of cell phone may be charged to the user of the cell phone.

### **Driving**

D & B Tile Distributors has a zero-tolerance policy regarding using the cell phone while driving. For the safety of our employees and others, it is imperative that you pull over and stop at a safe location to dial, reply or send a text, receive or converse on the cell phone in any way.

D & B Tile Distributors reserves the right to amend or alter the terms of this policy.

### **Acknowledgement of Cell Phone Policy**

I, \_\_\_\_\_, have received, read and understand the D & B Tile Distributors Company Issued Cell Phone Policy.

Sign \_\_\_\_\_ Date \_\_\_\_\_

**(EMPLOYEE'S COPY)**

## **CONSENT FORM**

I have reviewed the Company's policy on personal use of office equipment and supplies and cell phone usage and agree to abide by all of its terms. I understand that all Systems and all communications and information transmitted by, received from, or stored in those Systems are the property of the Company. Accordingly, I have no expectation of privacy in connection with the use of that equipment or the transmission, receipt, or storage of information in such equipment.

I understand and agree not to use any unauthorized code or an encryption key to access a file, voice-mailbox, or other data, nor will I use an unauthorized code or encryption key to store any communication, file, or other data unless authorized. I understand and agree not to distribute or provide access to any access code or encryption key unless expressly authorized by the Company.

I acknowledge and consent to the Company's monitoring of my use of all the Company provided electronic and telephonic systems. Such monitoring may include, but is not limited to, reading, listening to, recording, and transcribing all incoming, outgoing, or stored e-mail and voicemail.

\_\_\_\_\_  
(Employee Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **ACKNOWLEDGMENT**

**PLEASE READ THE D&B TILE DISTRIBUTORS' EMPLOYMENT POLICIES  
MANUAL AND FILL OUT AND RETURN THIS PORTION TO THE PERSONNEL  
DEPARTMENT [WITHIN ONE WEEK OF EMPLOYMENT]**

**Employee Name:** \_\_\_\_\_.

This will acknowledge that I have been given a copy of the Company's Additional Policies And Procedures for my review summarizing the Company's personnel guidelines and have read and understood all the contents therein, including, but not limited to, the Company's policies dealing with Drug-Free Workplace and Harassment (including sexual harassment). I understand the statements contained in the Additional Policies And Procedures are not intended to create any contractual or other legal obligations. I also understand that the Company may modify or rescind any policies, benefits, or practices described in the Additional Policies And Procedures at any time without prior notice to me. I also acknowledge that I have been informed of where and how I can locate and review copies of the company's Additional Policies And Procedures being either "online" on the company's website or from management.

I further agree that any claim, dispute or controversy between myself and the Company shall be submitted to and determined exclusively by binding arbitration and not by a state or federal court in accordance with D&B Tile Distributors' policy described in the Additional Policies And Procedures. I understand that by agreeing to the arbitration provision of the handbook, both myself and the Company give up rights to a trial by jury.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

(Employee Signature)

# CONFIDENTIAL

## EMPLOYEE HISTORY

Employee Name		Employment Status <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time			
Social Security No.	Date of Birth	Marital Status	Sex	Employment Date	Prior Employment
Address		City	State	Zip	Telephone

### IN CASE OF EMERGENCY

Name	Relationship	Telephone No.	Address
Name	Relationship	Telephone No.	Address
Doctor		Telephone No.	Address
Doctor		Telephone No.	Address

### EDUCATION AND TRAINING

Elem	Jr. H.S.	High School	College	Major	Specialization
		1   2   3   4	1   2   3   4   5   6   7   8		
Other Special Skills and Training					

### DEPENDENTS

Name	Relationship	Sex	Date of Birth	Social Security Number
Name	Relationship	Sex	Date of Birth	Social Security Number
Name	Relationship	Sex	Date of Birth	Social Security Number
Name	Relationship	Sex	Date of Birth	Social Security Number
Name	Relationship	Sex	Date of Birth	Social Security Number
Name	Relationship	Sex	Date of Birth	Social Security Number

### RELATIVES AND FRIENDS EMPLOYED AT THIS COMPANY

Name	Relationship	Name	Relationship
Name	Relationship	Name	Relationship
Name	Relationship	Name	Relationship

EMPLOYEES ACKNOWLEDGEMENT OF MEANING AND LOCATION OF OSHA 300 FORMS

This will acknowledge that it has been explained to me by D&B Tile Distributors that (1) the OSHA 300 Form are used for the reporting of injuries and illness suffered by employees and (2) where D&B Tile Distributors physically keeps said forms

Date: \_\_\_\_\_

Employee's Name \_\_\_\_\_

Signed \_\_\_\_\_  
(Employee's Signature)

EMPLOYEE ACKNOWLEDGEMENT OF DRESS CODE GUIDELINES

This will acknowledge that I have read and understand the Company's dress code entitled "DRESS FOR SUCCESS-GUIDELINES".

Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Employee Signature)

## **INTERNET & ELECTRONIC COMMUNICATIONS POLICY**

This Internet and Electronic Communications Policy (—Policyll) outlines the polices and guidelines that must be followed at all times to minimize business risks and maximize the benefits of internet access and electronic communications within D & B Tile Distributors. All employees of D & B Tile Distributors must comply with the terms of this Policy immediately.

D & B Tile Distributors owns, has property interest in, or has a right to specify the use of:

- All information processing and communications facilities employed in its business, including computers, fax machines, telephones, smart phones, pagers, wireless email devices, copiers, software, on line accounts, email facilities, facilities for Internet/Intranet/Extranet access, storage media, network accounts, computer and email and instant messaging files and messages and related equipment and documentation employed or stored in its office; and
- All such information processing and communications facilities employed in its business that are connected to or able to be connected to its facilities from locations outside of D & B Tile's premises, including personal information processing and communications equipment and software owned or leased by D & B Tile personnel or supplied by D & B Tile to D & B Tile personnel for their use, as necessary, in connection with any D & B Tile disaster recovery plan.

The purposes of this policy are to:

- establish policies on privacy, confidentiality, and security in internet and electronic communications usage;
- ensure that internet access and electronic communications resources are for purposes appropriate to D & B Tile Distributors' business;
- inform all employees of D & B Tile Distributors about the applicability of laws and policies with regard to internet usage and electronic communications;
- ensure that the internet and electronic communications resources are used in compliance with those laws and policies; and
- provide guidance concerning rights and responsibilities with respect to the proper use of the internet and electronic communications resources.

D & B Tile Distributors respects the individual privacy of its employees. However, in accordance with applicable Federal and State laws, expectation of privacy does not extend to the employee's work related conduct or to the use of D & B Tile provided equipment and resources. You should be aware that this Policy may affect your privacy in the workplace. The firm has software and systems in place to facilitate monitoring and recording of all internet and electronic resources usage. As such, D & B Tile Distributors retains the right to monitor and record each World Wide Web Site visit, each chat, newsgroup or email message regardless of where such use is initiated, i.e. remote access, and to access all files and messages transferred into and out of our internal networks. Access involves opening and reviewing the content of files. Monitoring focuses on traffic patterns, general and individual levels of usage, file subjects and types, file origins and destinations, and network efficiency and security. These resources may be monitored, and the files on and processed through the resources may be accessed by authorized personnel for a number of purposes including maintaining and protecting the resources for the benefit of D & B Tile Distributors compliance with law or, if necessary, undertaking the professional obligations of D & B Tile Distributors ascertaining and helping to ensure compliance with D & B Tile Distributors policies; and helping to ensure the proper operation of the resources, including measurement of network traffic and investigation of suspicious circumstances. Monitoring is used only to obtain information that is relevant to the workplace, and is not used to obtain confidential personal information about employees.

Initials\_\_\_\_\_

In providing internet access and electronic communications D & B Tile Distributors expects and encourages use of these resources primarily for business related purposes:

- communicate with fellow employees, clients and suppliers
- research relevant topics
- acquire business information

Employees must comply with all software installations, licenses, copyrights, and all other laws governing intellectual property and online activity. Unlawful internet and electronic communications usage may also breach the confidentiality of our clients and expose D & B Tile Distributors to significant legal liabilities.

### **Prohibited Uses**

Please be advised that your use of the internet access and electronic communications resources provided by the firm expressly prohibits the following:

- game playing
- distribution of destructive programs (i.e., viruses and/or self-replicating code)
- hateful, harassing, or other anti-social behavior
- intentional damage or interference with others (for example, hacking and distributing viruses)
- making obscene files publicly accessible
- usage for commercial non-company business
- dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws  
sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of D & B Tile Distributors in violation of company policy or proprietary agreements
- offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs
- sending or soliciting sexually oriented messages or images
- operating a business, usurping business opportunities or soliciting money for personal gain or searching for jobs outside D & B Tile Distributors
- sending chain letters, gambling or engaging in any other activity in violation of the law
- instant messaging which does not involve a legitimate D & B Tile business purpose.

The electronic mail system has been installed by D & B Tile Distributors to facilitate business communications. All email messages are company records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the firm without your permission. Therefore, you should not assume that messages are confidential. Back-up copies of email may be maintained and referenced for business and legal reasons. Incidental and occasional personal use of email is permitted by D & B Tile Distributors but these messages will be treated the same as other messages.

### **Signatures**

It is required that the firm's standard email signatures are used to provide relevant contact information to the recipient. Email signatures are to contain your full name, company email address, job title (optional), company name address, telephone and fax numbers, and the company web address.

### **Disclaimers**

Email users must use disclaimers in emails sent to third parties that make clear any limitations on the extent to which the message from the employee may be understood to have been sent on behalf of the company. Below is the disclaimer to be used:

This e-mail communication is confidential and is intended only for the individual(s) or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail. Please then delete the e-mail and any copies of it.

Initials\_\_\_\_\_

### **Instant Messaging**

Instant messaging is a service that alerts users when friends or colleagues are online and allows them to communicate with each other in real time through private online chat areas. D & B Tile Distributors interprets the use of instant messaging and chats as strictly personal. Instant messaging is therefore prohibited from use, unless it involves a legitimate D & B Tile business purpose.

### **Remote Access**

In certain circumstances D & B Tile Distributors may permit certain authorized users to access the D & B Tile network and work remotely either generally or for temporary periods. In those cases the company will provide equipment to facilitate remote access. Only company provided equipment may be used to access the D & B Tile network.

All the supplied equipment and software and the information stored in them are Resources within the meaning of this Policy, and this policy is intended to apply to them to the maximum extent that is physically and technologically meaningful.

Specifically:

- To the extent that these Resources have been supplied by D & B Tile Distributors they must be returned to D & B Tile Distributors once employment is terminated;
- These supplied Resources must not be altered in any way (e.g., upgraded processor, expanded memory, or additional circuit cards) without the approval of the IT Administrator;
- Any exchange of D & B Tile Distributors or client data from a remote location with the D & B Tile Distributors network must be conducted using one or more security features or procedures approved by the IT Administrator;
- Authorized users must report promptly any damage or loss of any supplied Resources that have been entrusted to their care;
- Intellectual property developed or conceived while an employee is working at any remote location is the exclusive property of D & B Tile Distributors; This provision includes patent, copyright, trademark, and all other intellectual property rights as manifested in memos, plans, strategies, products, computer programs, documentation and other materials;
- D & B Tile Distributors maintains the right, with one or more days advance notice, to conduct inspections of the home office of any person who accesses the D & B Tile Distributors network from that location. D & B Tile Distributors may withdraw telecommuting privileges if it is not satisfied with the security arrangements in the remote location.

### **Passwords**

Security password features have been put into place to reduce potential unauthorized access to the D & B Tile Distributors network. Network login passwords must be changed every one hundred-twenty (120) days and are to be at least eight alpha and numeric characters, two of the eight characters must be numeric. Passwords should be unique, not be obvious: e.g. child/spouse/pet name. It must not resemble previously used passwords. Notify the IT Administrator of your password. Passwords must NOT be sent via email. Your password must be kept confidential and not stored in easily accessible places.

If you suspect that a password has been disclosed the IT Administrator must be notified immediately and passwords promptly changed.

Anyone who obtains a password or user ID for an internet or electronic communications resource must keep this password confidential. Firm policy prohibits the sharing of user ID's or passwords obtained for access to internet sites.

All material downloaded from the internet or from computers or networks **MUST** be scanned for viruses and other destructive programs before being placed onto D & B Tile Distributors computer system.

Initials\_\_\_\_\_

## **Personal Use**

D & B Tile Distributors' Internet access and electronic communications resources is a business asset, which must be used primarily for legitimate business purposes.

Personal use is not forbidden, but shall be kept to a minimum and such use:

- must not affect work performance and normal business activities;
- must not directly or indirectly interfere with D & B Tile Distributors operation of electronic communications resources;
- must not compromise the security or reputation of D & B Tile Distributors;
- must not burden D & B Tile Distributors with noticeable incremental costs;
- must not be accessed using laptops either permanently, assigned or loaned for business use.

Failure to conform to this Policy or any provision of it provides a basis for disciplinary action. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on D & B Tile Distributors and fellow employees.

While D & B Tile Distributors has endeavored to have this Policy reflect the state of D & B Tile Distributors technology as of its adoption, technological developments may outstrip the literal text of certain aspects of this Policy. If you are in doubt, ask questions and seek advice before acting. Ask yourself whether you would want your actions reported in full in the newspaper. If you would not, that is a good indication that you should not take that action.

D & B Tile Distributors reserves the right to revise or withdraw this Policy and to add any rules, policies, or procedures to this Policy at any time in order to maintain safe and efficient operation of D & B Tile Distributors. Personnel will be notified of any such amendment.

Initials\_\_\_\_\_

INTERNET AND ELECTRONIC COMMUNICATIONS POLICY  
ACKNOWLEDGMENT AND SIGNATURE

When you have completed reviewing the Internet and Electronic Communications Policy (“Policy”), you must agree that you have read the Policy, that you understand it, and that you are bound by and will abide by its requirements. You confirm these agreements by initialing each page and signing below. Failure to abide by the Policy’s requirements may result in termination of your employment. If you have any questions at any time concerning this Policy, please consult with Company Management or the IT Administrator.

I agree that:

1. I have reviewed a copy of the D & B Tile Distributors Internet and Electronic Communications Policy effective as of October 1, 2009
2. As a condition of my employment, I am bound by and will abide by the Policy, any applicable supplements, and any additional or amended policies and procedures issued from time to time.

I understand that any violation of these Policies may subject me to disciplinary action, up to and including dismissal, as well as provide civil and criminal penalties.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CONFLICTS OF INTEREST

Our employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Company. A Conflict of interest exists when the employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest must be avoided. Employees unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Human Resources Manager for clarification. Any exceptions to this guideline must be approved in writing by the General Manager of Company.

This guideline does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which employees should refrain, however, include the following:

1. Accepting personal gifts (not including nominal "tips" from customers), money, "kickbacks", entertainment or other compensation from competitors, customers, suppliers, or potential suppliers;
2. Working for a competitor, supplier, or customer;
3. Engaging in self-employment in competition with the Company;
4. Using proprietary or confidential Company information for personal gain or to the Company's detriment;
5. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
6. Using Company assets or labor for personal use;
7. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company.
8. Committing the Company to give its financial or other support to any outside activity or organization; or
9. Developing a personal relationship with a subordinate employee of the Company that might interfere with the exercise of impartial judgment in decisions affecting the Company or any employees of the Company.

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the Personnel Department. Employees should be aware that if they enter into a personal relationship with a

subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may develop that requires full disclosures to the Company.

An employee may engage in outside employment, provided that he or she discloses this fact to his or her immediate supervisor and obtains the supervisor's written approval, so long as such outside employment does not violate the terms of this Policy.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

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Printed Name

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Signature

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Date