

PeopleShare MSP: Carpenter Technology
SUPPLIER AGREEMENT

This **SUPPLIER AGREEMENT** ("Agreement") is entered into by and between PeopleShare, Inc. ("MSP"), a Pennsylvania corporation with a business address at 200 North Warner Road, Suite 100, King of Prussia, PA 19406, and Employer Solutions Staffing Group, LLC ("Supplier"), a Minnesota limited liability company with a business address at 7301 Ohms Lane, Suite 405, Edina, MN 55439. This agreement strictly covers Supplier for the managed services program (MSP) which is defined as Suppliers providing Supplier Associates as required hereto for purposes of the MSP between PeopleShare and Carpenter Technology.

WHEREAS, PeopleShare operates a Managed Services business;

WHEREAS, PeopleShare has entered into a contract with Carpenter Technology to provide a Managed Services Program in multiple locations. Locations listed in **Schedule A**.

WHEREAS, Supplier desires to supply employees to Carpenter Technology as directed by MSP;

WHEREAS, MSP has agreed to engage Supplier to provide employees to Carpenter Technology pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. Placement Services.

Carpenter Technology has chosen PeopleShare to administer the process of obtaining the services of contingent workforce staffing through an MSP between Carpenter Technology and PeopleShare. Under the MSP, Carpenter Technology will submit requests for contingent workforce services to MSP requesting that MSP utilize Suppliers to provide Supplier Associates to Carpenter Technology. Suppliers shall commence and participate in supplying the contingent workforce required by the MSP by signing the agreement (including attachments), end using licensed agreement for the Vendor Managed Program (VMS: Beeline) and providing all required documentation referenced in this agreement. Supplier agrees to comply with the terms and conditions of this agreement and with all reasonable requirements and procedures regarding utilization of this agreement and participation in compliant with the requirements of the MSP communicated to Supplier. Carpenter Technology requires Suppliers to adhere to these requirements and procedures as well as the terms and conditions of the MSP, and the attachments. Participation in the MSP will alleviate the need for direct communication with Carpenter Technology and all communication will come through the MSP.

- 1.1 Upon the last to occur of: (i) approval by Carpenter Technology and (ii) execution by MSP and Supplier (the "Effective Date"), MSP agrees to engage Supplier as a provider of Supplier Associates for placement at

Carpenter Technology, and Supplier agrees to provide Supplier Associates at the request of MSP in the locations identified in Schedule A which is attached.

1.2 Supplier agrees to provide Supplier Associates by request. Within (2) days of its receipt of a Placement Request (defined below) from MSP, Supplier shall transmit to MSP the profiles of Supplier Associates that meet the requirements of both the Placement Request and the Minimum Candidate Requirements identified in the requisition. Placement Request shall mean a notice from MSP to Supplier that provides information necessary to fill a particular position at Carpenter Technology, and which may be issued, amended or retracted at any time, all at the sole discretion of MSP. Supplier will only refer candidates that meet the minimum requirements for placement as set forth in the Placement Request and compliant based on pre-employment screening requirements and applicable laws. Please review Schedule B.

1.3 Any additional interviews, tests or additional screenings of candidates, along with final acceptance or rejection of a candidate, shall be at MSP's sole discretion and at Supplier's cost.

1.4 Upon acceptance of a candidate MSP shall transmit a Notice of Acceptance to Supplier that includes: (i) the terms and conditions of the placement; (ii) the deadline for acceptance by the candidate; and (iii) the start date at Carpenter Technology. Acceptance of each candidate shall be conditioned upon the candidate's execution of Supplier Associate's acknowledgements and intellectual property documents identified in Schedule C prior to the notice of acceptance and start date.

1.5 Each engagement for the services of a Supplier Associate shall run from the start date of the assignment at Carpenter Technology until either: (i) the date terminated by Carpenter Technology or Supplier, for any reason or no reason; or (ii) the date the Supplier Associate declines to provide services in connection with the placement. This obligation will not affect the right of Supplier to hire, assign, reassign, discipline, or terminate its Supplier Associate.

2. Record Maintenance and Compliance.

2.1 Supplier shall comply with the provisions of the Immigration Reform and Control Act of 1986 with respect to the hiring of Agency Employees.

2.2 Supplier agrees to comply with all federal, state and local laws, regulations and orders including but not limited to: compliance with minimum wage and overtime laws, the Fair Labor Standards Act; Social Security Act, Equal Employment Opportunity laws, the American with Disabilities Act, the Family Medical Leave Act, the Occupational Safety and Health Act, and the Affordable Care Act.

2.3 Supplier agrees to comply with, and this Agreement incorporates, the Equal Opportunity clauses contained in the Regulations relating to Executive Order

11246 (41 CFR 60-1.4 (a) (1) - (7). The Rehabilitation Act of 1973 (41 CFR 60 - 741.4), and the Vietnam era Veterans Readjustment Act of 1974 (41 CFR 60 - 250.4).

2.4 Supplier shall make legally required employment law disclosures to its Employees, and perform human resources administration with respect to Supplier Associate (e.g., performance appraisals and other non-operational matters).

2.5 Supplier agrees to maintain records in compliance with applicable laws as required by Carpenter Technology and/or MSP following the completion of services provided hereunder which adequately substantiates the applicability and accuracy of all charges for such services. Supplier also agrees to produce such records for audit and copying by MSP and/or Carpenter Technology or the designee of either upon the provision of reasonable advance notice. Supplier shall keep records regarding all Supplier Associate, wages, taxes, insurance, benefits, and any other documents reasonably generated in the performance of this Agreement: (i) for a period of five (5) years following the end of any Supplier Associate's assignment at Carpenter Technology; and (ii) for a period of five (5) years from the termination of this Agreement in all other respects.

3. Payments.

3.1 Supplier Associate shall, for all purposes, be employees of Supplier.

3.2 The payment and withholding of wages, benefits, insurance, taxes and all other fees and expenses associated with the Supplier Associate's employment by Supplier are the sole responsibility of Supplier.

3.3 Supplier shall require its Supplier Associate to submit time sheets for approval by each of their Carpenter Technology Supervisors in the form required by MSP through Beeline on a weekly basis. Timesheets will not be processed until completed and approved. Supplier acknowledges and agrees that time submitted more than ninety (90) days after the services were rendered, for whatever reason, will not be approved by Carpenter Technology or paid under any circumstances. Reimbursement for Supplier Associate expenses must comply with Carpenter Technology current expense policies.

3.4 The parties agree to comply with the current rates for Supplier Associate services for the remainder of 2015. Final rates charged for each Supplier Associate shall be agreed to by Carpenter Technology, MSP, and Supplier. The "Supplier Associate Rates" will be determined through a Request for Quote (RFQ) process. The RFQ will be released in November 2015. Rates and fees that are determined from the RFQ process will take effect starting when Beeline VMS goes live in January 2016.

3.5 Supplier acknowledges that MSP will receive payment for Supplier Associate from Carpenter Technology pursuant to PeopleShare's current agreement with Carpenter Technology for billing and payment (agreed to at PeopleShare's sole discretion), equal to the Supplier Associate Rate multiplied by the number of hours, or

fraction thereof, actually worked and approved by Carpenter Technology. Within five (5) days of MSP's actual receipt of payment from Carpenter Technology (the "Gross Payment") for Supplier's particular Supplier Associate's services, MSP shall remit to Supplier the Net Payment equal to the Gross Payment minus the Administrative Cost, charged as consideration for MSP's services. The Administrative Cost is equal to the product of two and one half percent (2.5%) multiplied by the Gross Payment.

3.6 The parties acknowledge that Supplier Associate may, at their sole discretion, accept employment directly with Carpenter Technology. Fees paid by Carpenter Technology to MSP under such circumstances shall be negotiated and agreed to solely by Carpenter Technology and MSP ("Conversion Fees"). MSP agrees to pay Supplier the Conversion Fee minus the Administrative Cost two and one half percent (2.5%) within five (5) days of MSP's actual receipt of payment from Carpenter Technology. The "Conversion Fees" will be determined through a Request for Quote (RFQ) process. The parties agree to comply with the current rates for Supplier Associate services for the remainder of 2015. Rates and fees that are determined from the RFQ process will take effect starting when Beeline VMS goes live in January 2016.

4. Insurance Requirements.

4.1 Supplier agrees to maintain and at minimum keep in force, at its own expense, the following insurance coverage and limits throughout the term of this Agreement and during any time that a Supplier Associate is providing services pursuant to the terms of this Agreement:

4.1.1 Workers' Compensation Insurance with statutory limits as required by the laws and regulations applicable to Supplier Associate who are engaged in the performance of this Agreement. If no statutory requirements are applicable then in an amount as required by MSP at its sole and absolute discretion.

4.1.2 Employers' Liability Insurance with a limit noted on Schedule D based on the primary services provided.

4.1.3 Commercial General Liability Insurance covering claims for bodily injury, death, and property damage, including Premises and Operations, Products and Completed Operations, Independent Contractors, Personal Injury, Blanket Contractual and broad form Property Damage liability, with a combined single limit noted on Schedule D based on the primary services provided.

4.1.4 Comprehensive Auto Liability Insurance covering all owned, non-owned, hired and other vehicles with a combined single limit noted on Schedule D based on the primary services provided.

4.2 The policies shall contain a provision that same shall not be canceled nor coverage or limits modified without first giving thirty (30) days' written notice to MSP and shall be written by insurance companies reasonably satisfactory to MSP. Any such

change, modification or cancellation shall not affect Supplier's obligation to maintain the insurance coverage set forth above. Supplier shall be responsible for payment of any and all deductibles from insured claims under their policies. The coverage afforded under the Commercial General Liability policy obtained by Supplier pursuant to this section shall be primary coverage in all instances regardless of whether or not MSP has similar coverage.

4.3 Supplier shall include an alternate employers' endorsement on the workers' compensation policy. PeopleShare, Carpenter Technology and each of their respective officers, directors, shareholders, employees and agents shall be named as additional insured's on Supplier's Commercial General Liability, Commercial Auto Liability and Umbrella Liability Insurance policies. Supplier shall not self-insure any of the insurance coverage required by this Agreement without the prior written consent of the MSP. The minimum limits of coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies.

4.4 Upon execution of this Agreement, Supplier shall provide MSP with a certificate of insurance in a form acceptable to MSP, evidencing that coverage's required above and providing MSP 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 MSP and Carpenter Technology, except to the extent such waivers are prohibited by law.

4.5 All Supplier insurance will be primary with no right of contribution by MSP or Carpenter Technology or their respective insurers. 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. 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

5. Indemnification. Supplier agrees to defend and indemnify PeopleShare and Carpenter Technology and each of their respective shareholders, officers, directors, agents and employees ("Indemnitees"), and to hold each of them harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be incurred by Indemnitees, arising out of or related in any way to, Supplier's breach of this Agreement and operation of its business, and the acts or omissions of any Supplier Associate or candidate, except for the intentional acts of Indemnitees. Indemnitees shall provide Supplier with reasonable written notice of any claim for which indemnification is sought and cooperate fully with and allow Supplier to control the defense and settlement of such claim. Supplier may not settle any such claim without Indemnitees' prior written consent, which consent shall not be unreasonably withheld. Indemnitees shall have the right, at each of their own expense, to participate in the defense of any such claim.

6. Representations and Warranties of Supplier. Supplier represents and warrants to MSP that as of the date of this Agreement, and during the term hereof:

6.1 Supplier is an entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and has all necessary power and authority to own, lease and operate its properties and other assets and to carry on its business as it is now being conducted. Supplier is duly qualified to do business as a foreign entity and is in good standing in every jurisdiction where the ownership of its properties and other assets or the conduct of its business requires such qualification. No proceedings are pending to limit or impair any of the company powers, rights or privileges of Supplier.

6.2 Supplier is in compliance with all federal, state and local laws and regulations regarding the activities contemplated by this Agreement, including, but not limited to, any registrations as a temporary staffing or employee placement business, as required by the states in which it operates.

6.3 Supplier has duly filed all federal, state, local and other tax returns that are required to be filed, and has paid all taxes and assessments which have become due pursuant to such returns or pursuant to any assessment received by Supplier. All taxes and other assessments and levies which Supplier is required by law to withhold or to collect have been duly withheld and collected and have been paid over to the proper governmental authorities or are properly held by Supplier for such payment.

7. Term and Termination.

7.1 This Agreement shall be for an initial term of one (1) year from the Effective Date (the "Initial Term"), and shall automatically renew for consecutive one (1) year terms thereafter (each a "Renewal Term"), unless earlier terminated by either party for any reason or no reason upon ten (10) days prior written notice to the other party.

7.2 Upon termination of this Agreement each Supplier Associate will continue the assignment through the period of time referenced on the current work order and PeopleShare shall pay Supplier for such services as required under this Agreement.

8. Covenant Not to Compete / Solicit. Supplier covenants and agrees that except as otherwise approved in writing by MSP, during the term of this Agreement and for a continuous uninterrupted period of two (2) years commencing upon the date of the termination or expiration of this Agreement, it shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity own, maintain, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, or have any interest in (as owner or otherwise) any business that offers products or services related to the temporary or temporary to permanent staffing services to Carpenter Technology or any entity related by common ownership to Carpenter Technology. Supplier's sole contact with Carpenter Technology shall be through MSP.

Notwithstanding the foregoing, if Supplier has provided staffing services to Carpenter Technology prior to the date of this Agreement, then Supplier shall be bound by the terms of this paragraph 8 during the term of the Agreement and not for the two (2) years following termination or expiration of the Agreement.

9. Confidential Information.

9.1 All manuals, records, files, documents, client and client lists, client and client data, prices, candidate lists, candidate data, databases, methods of operation, inventions, data, business techniques, know-how, software, experimental or developmental work, plans, policies, names and addresses of suppliers or representatives, investigations or other matters of any kind or description relating to the services, suppliers, clients, sales, trade secrets and the like relating to PeopleShare and/or Carpenter Technology's business, and the terms of this Agreement, but not known to the general public (the "Confidential Information") shall remain the property of PeopleShare and Carpenter Technology. During the term of this Agreement, except in performance of services for MSP, and at any time after the termination or expiration of this Agreement, Supplier agrees that it shall not disclose to any third party or use for the benefit of any other person or entity any of the Confidential Information.

9.2 In the event of the termination or expiration of this Agreement, or upon the reasonable request of MSP, Supplier will promptly deliver to MSP all documents, data, records and other information or tangible property so requested and which Supplier may possess.

9.3 Notwithstanding the foregoing, Supplier shall have the right to disclose Confidential Information in response to a legally issued subpoena to do so or as otherwise required by law; provided, however, that Supplier shall notify MSP at least ten (10) days prior to making any such disclosure.

9.4 The provisions of this Section 9 shall survive the termination or expiration of this Agreement for a period of two (2) years.

10. Relationship of Parties/Trademarks.

10.1 The parties to this Agreement are independent contractors, and nothing in this Agreement in any way creates a relationship of principal and agent, joint venturers, partners, or employment, as between MSP and Supplier. Neither MSP nor any of its employees, nor Supplier nor any of its employees or Supplier Associate, shall act or attempt to act or represent itself or themselves directly or by implication as an agent of each other. Each of the parties shall have no authority hereunder to enter into any contract of any kind, including, but not limited to, sale or employment on behalf of each other, except pursuant to express written authorization of each of the parties.

10.2 All recruiting activities of prospective employees by Supplier will specify that employees will be employees of Supplier. Supplier will not use Carpenter

Technology or PeopleShare's trademarks, service marks, trade names, logos or other indicia of origin in any manner whatsoever without obtaining the prior written consent of Carpenter Technology or PeopleShare.

11. General.

11.1 Dispute Resolution. Except as otherwise provided herein, all disputes or claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, shall be settled solely and exclusively by final and binding arbitration at the office of the American Arbitration Association located in Philadelphia, Pennsylvania and pursuant to its then applicable Arbitration Rules for Commercial Disputes. The following shall supplement and, in the event of a conflict, shall govern such arbitration. The parties shall select one arbitrator from a list provided by the American Arbitration Association. The American Arbitration Association shall only list available attorneys with at least ten (10) years of experience in the practice of commercial law. In selecting the arbitrator from the list provided by the American Arbitration Association, each party shall make the selection by the striking method. Each party shall each bear all of its own costs of arbitration; provided, however, the fees of the arbitrator shall be divided equally between them. Nothing herein contained shall bar MSP's right to obtain injunctive relief against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

11.2 Governing Law. This Agreement shall be subject to and governed in all respects by the statutes and laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws principles thereof. For all actions not subject to arbitration the Court of Common Pleas of Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue, and each party hereby irrevocably consents to such exclusive and personal jurisdiction and venue.

11.3 Entire Agreement. This Agreement, including any schedules attached hereto, constitutes the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

11.4 Assignment. Supplier may not assign any of its rights or delegate any of its duties under this Agreement, or otherwise transfer this Agreement (by merger, operation of law or otherwise) without the prior written consent of MSP. Any attempted assignment, delegation or transfer in derogation hereof shall be null and void.

11.5 Notices. All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth above and shall either be (a) personally delivered or (b) transmitted by nationally recognized private express courier,

and shall be deemed to have been given on the date of receipt if delivered personally, or two (2) days after deposit with such express courier. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection.

11.6 Waiver. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants or duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

11.7 Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

11.8 Severability. Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

11.9 Attorney's Fees. In the event of any action, suit, or proceeding brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to receive its costs, expert witness fees, and reasonable attorney's fees and expenses, including costs and fees on appeal.

11.10 Construction. This agreement constitutes the entire agreement between PeopleShare and Supplier with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This agreement may be amended only by written agreement of the parties which is signed by an authorized representative of both parties. Only an authorized PeopleShare Manager may issue modifications to the agreement. Any services performed by Supplier in anticipation of the signing by both parties of a written modification shall be done at Supplier's sole risk. Should any provision of the agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this agreement by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach of the breaching party. The agreement may be executed in any number of counterparts, each of which will be an original as against any part whose signature appears thereon and all of which together will constitute one and the same instrument. The captions and heading appearing in this agreement are for reference only and will not be considered in construing the agreement. As used in the agreement, "including" means "including without limitation".

11.11 Assignment. Neither Supplier nor MSP may assign or otherwise transfer this agreement or rights hereunder without the prior written consent of the other. Waiver by Supplier or MSP, respectively, as to any transaction shall not operate as a waiver of the prohibition contained herein or such party's rights as to any subsequent transaction. Notwithstanding the foregoing, MSP may, without Supplier's consent, assign the agreement to (1) a parent or subsidiary corporate or corporation owned by a parent corporation; (b) a person or entity which, through merger, acquisition or otherwise, succeeds to all of substantially all of PeopleShare's business, provided such assignee agrees in writing to be bound by the terms and conditions of this agreement; or (c) Carpenter Technology or Carpenter Technology's service provider.

11.12 No Further Subcontracting. Supplier may not subcontract any services to be provided hereunder without the prior written approval of MSP unless the subcontracting entity is a franchisee, subsidiary, and/or an affiliate of Supplier. MSP agrees not to unreasonably withhold or delay its approval, except that MSP may disapprove a proposed Sub Supplier based on upon MSP's discretion or the direction of Carpenter Technology. MSP shall have the right at any time during the term of this agreement to revoke its prior approval of a Sub Supplier at the request of Carpenter Technology and may direct Supplier to immediately remove such Sub Supplier and its personnel from performing services under this agreement. Upon request by MSP, Supplier shall use best efforts to replace the removed personnel with replacements of equal or superior skills and qualifications at the same hourly rate. MSP will not be obligated to pay Sub Supplier for the time of any replacement personnel for such time as such replacement is fully able to assume and perform the duties of the removed personnel as determined by MSP and Carpenter Technology. Supplier agrees to obtain the written agreement of any Supplier Associate to comply with the terms and conditions of this agreement and any Carpenter Technology specific documents or obligations as specification on the requisition. Notwithstanding anything to the contrary contained herein, Supplier shall remain liable for all obligations, services, and functions performed by any Sub Supplier Associate to the same extent as if such obligations, services and functions, were performed by Supplier Associate. Sub Supplier shall be PeopleShare's sole point of contact regarding work performed by Sub Supplier's Associate hereunder. If Supplier fails to obtain MSP's prior written approval of any Sub Supplier Associate in strict compliance with the terms of this section 11.12, regardless of the reason for such failure, MSP can pursue any of the following actions: (a) terminate the requisition (b) terminate the agreement (c) contract directly with Sub Supplier's Associate, in which case Supplier and Sub Supplier agrees to release any Sub Supplier Associate from the terms and conditions of any restrictive covenant or other agreement which may inhibit or restrict the ability of such Sub Supplier Associate from contracting directly with MSP.

11.13 Publicity. Neither party may use in advertising, publicity or otherwise (including on the internet) the name of the other party, or any trademark, trade dress, service mark, trade, name, symbol or any abbreviation of contraction thereof owned by or referring to the other party without prior written consent of the other party. In the case of Supplier, these restrictions shall also apply to Carpenter Technology's name and the like,

notwithstanding the foregoing, MSP may include Supplier's name in any listing of Suppliers used in general or with respect to Carpenter Technology.

11.14 No Joint Venture. Nothing contained in this agreement will be deemed or construed as creating a joint venture or partnership between the parties. The relationship between the parties is and shall at all times be that of independent contractors.

11.15 Laws. This agreement shall be governed by the laws of the state of Pennsylvania without respect to its conflict of law provision. Any lawsuits pertaining to this agreement, or to the services provided, shall be brought in the federal or state courts in the state of Pennsylvania. Supplier consents to the exercise of personal jurisdiction over it by such courts.

11.16 Survival of Terms. Sections that by their nature survive expiration or termination shall survive any expiration or termination of this agreement and all appendices, attachments, and schedules attached hereto.

11.17 Binding Effect. This agreement and any all appendices, attachments and schedules attached hereto shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.

11.18 Schedules. All appendices, attachments, and schedule referred to in, or attach to, this agreement are integral parts of this agreement as if fully set forth herein.

11.19 Entire agreement. This agreement constitutes the entire contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior proposals, agreements, understandings, negotiations, and discussions, whether written or oral, of the parties in connection with the subject matter hereof. No change, amendment or modification of the agreement shall be binding unless in writing and executed by the parties hereto.

11.20 Release and Discharge. Upon receipt of final payment hereunder, if so requested by MSP, Supplier shall execute and deliver to MSP an instrument releasing MSP of an from any and all claims, demands, and liabilities arising from, growing out of, or in any way connected to this agreement.

11.21 Force Majeure. Neither party shall be in default or otherwise liable for any delay or failure of its performance under this agreement or any appendices, attachments, and scheduled attached hereto where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes of labor disputes, or other similar or dissimilar cause beyond the reasonable control of such party.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**Signature Page
PeopleShare, Inc. Supplier Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

Emily Parese
Witness/Attest

PEOPLESARE, INC.
By: G. Jandis

Christina Lendis 12/11/2015
Printed Name

Program Manager
Title

W. B. [Signature]
Witness/Attest

Employer Solutions Staffing Group, LLC
By: Chris Levin

Chris Levin
Printed Name

CEO
Title

JOINDER BY SUPPLIER OWNERSHIP / EXECUTIVES:

The undersigned, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound hereby, jointly and severally join in and agree to be bound by Sections 8 (Covenant Against Competition) and 9 (Confidentiality) of the foregoing Supplier Agreement.

Ross PLAETZER
Witness

Jake Millner
Witness

Emily Parese
Revised 10/25/2015

W. B. [Signature]

[Signature]

[Signature]

This page intentionally left blank

SCHEDULE A: Carpenter Technology City & State Locations (Domestic)

City	State
Prichard	Alabama
Tanner	Alabama
Huntington Beach	California
Rancho Cucamonga	California
Clearwater	Florida
Bolingbrook	Illinois
Chicago	Illinois
Broussard	Louisiana
Marlborough	Massachusetts
Northborough	Massachusetts
Dundee	Michigan
Elyria	Ohio
Vienna	Ohio
Wauseon	Ohio
Oklahoma City	Oklahoma
Bridgeville	Pennsylvania
Franklin	Pennsylvania
Kutztown	Pennsylvania
Latrobe	Pennsylvania
Orwigsburg	Pennsylvania
Reading	Pennsylvania
Washington	Pennsylvania
West Alexander	Pennsylvania
West Lawn	Pennsylvania
Wyomissing	Pennsylvania
Woonsocket	Rhode Island
McBee	South Carolina
Orangeburg	South Carolina
Whitehouse	Tennessee
Elmendorf	Texas
Houston	Texas
Humble	Texas
Midland	Texas
Pinehurst	Texas
Tyler	Texas

SCHEDULE B: Pre-Employment Screening Requirements (Updated 9-11-15)

The Supplier is required to complete the pre-employment screening requirements below when submitting and/or prior to start date. All costs associated with pre-employment screening will be incurred by the Supplier.

Onboarding Requirements	Expectation
I-9 form	Supplier shall complete and retain forms to document verification of the identify and employment authorization of each Supplier Associate
W-4 form	Supplier shall complete and retain forms to document payroll withholdings for federal, state, and local taxes
Basic Testing Skills by position	Math (General) and Reading Comprehension
5 Panel Drug Screening	Supplier agrees that this requirement shall be conducted for each Supplier Associate prior to the start of each assignment ("negative" results)
National Criminal Records Search	Supplier agrees to perform background checks for all Supplier Associates. <i>Background screening results cannot have a disposition date more than ninety (90) days from the start of the assignment. Please use guidelines listed in detail on the next page of this schedule B (summary below):</i>
SSN Verification	<u>Criminal/Civil</u>
7 Year State Criminal Records Search	<ul style="list-style-type: none"> • A felony conviction within the past 7 years. • Convictions for receiving stolen property within the past 7 years. • Convictions involving violence NO TIMELINE • Conviction for possession, use, manufacture and/or distribution of an illegal or controlled substance within the past 3 years. • Pending charge for any of the above type offenses
Federal Criminal Search (per District)	<u>No Hire Based Social Security Number Check:</u>
Education & Employment Verification	<ul style="list-style-type: none"> • Intentional misrepresentation of social security number NO TIMELINE • Misrepresentation of eligibility to work based on immigration status NO TIMELINE <u>No Hire Based on Education Degree Verification:</u> <ul style="list-style-type: none"> • Educational/technical qualifications claimed that have not been attained. NO TIMELINE <u>No Hire Based on Credit:</u> <ul style="list-style-type: none"> • A history of bankruptcy or bankruptcy unrelated to a divorce, general inability to meet credit obligations or a credit history that may indicate the candidate is under unusual financial pressures.
	<u>No Hire Based in Motor Vehicle Records Check (where driving is an essential job function):</u>
	Supplier shall verify Supplier Associates' education obtained at a High School (or GED equivalent) prior to the start date.
	Supplier assumes responsibility for verifying the validity of the previous employment dating back seven (7) years
Supplier Associate Onboarding Checklist - provide once orientation is complete	
Orientation Requirements	Expectation

Carpenter Contract Safety Orientation	Supplier Associate will complete once start with Carpenter during orientation
Employee Release Form	Supplier Associate must be willing to sign @ time of hire

Criminal background check Guidelines when hiring Supplier Associates - Carpenter Technology

In accordance with EEOC Laws, Regulations and Guidance of prohibited practices the following procedure has been established. Utilizing background records as an absolute measure to prevent an individual from being hired could limit the employment opportunities of some protected groups and thus cannot be used in this way. Instead, the Supplier should allow the candidate the opportunity to explain the circumstances of the arrest(s) and should make a reasonable effort to determine whether the explanation is reliable. Even if the Supplier believes that the applicant did engage in the conduct for which he or she was arrested that information should prevent him or her from employment only to the extent that it is evident that the applicant cannot be trusted to perform the duties of the position when:

- considering the nature of the job;
- the nature and seriousness of the offense;
- the length of time since it occurred.

This is also true for a conviction.

Criminal /Civil Record:

- A felony conviction relating to theft, including obtaining property by deception, burglary, shoplifting, as well as convictions for attempts thereof **within the past 7 years**.
- Convictions for receiving stolen property **within the past 7 years**.
- Convictions involving violence (homicide, sexual assault, weapons convictions, battery, willful cruelty and unjustifiable punishment to a child). **NO TIMELINE**
- Conviction for possession, use, manufacture and/or distribution of an illegal or controlled substance **within the past 3 years**. Exception: cited for a misdemeanor marijuana conviction more than two years in CA.
- Pending charge for any of the above type offenses

No Hire Based Social Security Number Check:

- Intentional misrepresentation of social security number **NO TIMELINE**
- Misrepresentation of eligibility to work based on immigration status **NO TIMELINE**

No Hire Based on Education Degree Verification:

- Educational/technical qualifications claimed that have not been attained. **NO TIMELINE**

No Hire Based on Credit:

- A history of bankruptcy or bankruptcy unrelated to a divorce, general inability to meet credit obligations, repossessions, etc.
- Credit history that may indicate the candidate is under unusual financial pressures.

No Hire Based in Motor Vehicle Records Check (where driving is an essential job function):

- Driver's license currently suspended or revoked **NO TIMELINE**
- Two or more driving violations **within the past 3 years**.
- Any DUI/DWI convictions **within the last 5 years for driving as an essential function**
- Any DUI/DWI convictions **within the last 2 years for driving as a nonessential function**

(Date used will be the date of the court decision, not the date when incident occurred)

SCHEDULE C: Pre-Employment Supplier Associate Requirements & Policy Acknowledgements *(Updated 9-11-2015)*

The Supplier Associate is required to complete the pre-employment screening requirements on Schedule B and acknowledgements on Schedule C below prior to their start date.

Onboarding Requirements	Supplier Assoc	Supplier		
		Assoc Initial	Mgr Initial	Date
Supplier Associate Acknowledgements	Supplier Associate must read, sign & date that the acknowledgements have been reviewed and will be followed while on assignment			
Intellectual Property Agreement	Supplier Associate must read, sign and date that the intellectual property agreement has been reviewed and will be followed while on assignment			
Carpenter Contract Safety Orientation	Will complete once start with Carpenter during orientation			
Employee Release Form	Must be Willing to Sign @ Time of hire if hired at Carpenter after assignment			

Schedule C Part 2:
Supplier Associate Acknowledgements

CARPENTER TECHNOLOGY NON-PERSONAL SERVICES STATEMENT

Supplier employees (hereafter referred as "Supplier Associates") performing services will be controlled and directed by the Supplier (including, but not limited to any necessary performance improvement, discipline, and customary, day-to-day employment issues). While Carpenter Technology will ensure that Supplier Associate's properly comply with the performance work standards outlined in requisition, the tasks, duties, and responsibilities set forth in the requisition does not express or imply an employment relationship between Carpenter Technology and the Supplier Associate including any of the rights and privileges associated with employment at Carpenter Technology.

CARPENTER TECHNOLOGY POLICIES

The policies below are for the safety, security, and comfort of all Carpenter Technology full-time and Supplier Associates. Understanding, acknowledgment, and adherence to these policies by Supplier Associates do not imply or express employment rights and/or privileges with Carpenter Technology.

I. Alcohol and Drug Policy (510.122P)

The use, possession, distribution or sale of alcohol or illegal drugs anywhere at work is prohibited and considered a willful violation of company policy which can result in engagement suspension and discharge from the work assignment. All Supplier Associates have the responsibility to report and be at work in a fit condition to perform their jobs without unnecessary risk to themselves or other individuals. This policy is primarily driven by a concern for safety.

All Supplier Associates will be subject to alcohol and drug screening as a result of:

1. Involvement in a serious workplace accident or serious safety-related incident as determined by the company.
2. Identified as unfit for work by a supervisor or other employer representative.
3. Company required physical examination based on position held.
4. Drug/alcohol related condition of continued engagement to Carpenter Technology.

Any Supplier Associate who is unable to pass alcohol and drug screening will be removed from the worksite and referred for evaluation and, if indicated and recommended by the Supplier, treatment. A review of overall work record will be conducted to determine whether the Supplier Associate will be given the opportunity to return to the work assignment. If a decision is made to return the Supplier Associate, a release for work will include a written condition of continued assignment and the Supplier Associate will be subject to corrective action for violations by the Supplier, if appropriate. A subsequent violation of the written condition of continued employment will result in corrective action up to and including discharge by the Supplier and release from the Carpenter Technology assignment. Refusal to have alcohol and drug screening or evaluation/treatment, as required by the Supplier, may be subject to immediate

suspension with intent to discharge by the Supplier and release from the Carpenter Technology assignment. Any additional positive drug and alcohol screens during your assignment with Carpenter Technology may result in corrective action, up to and including discharge by the Supplier

All Supplier Associates must successfully undergo a pre-placement physical examination, based on the position requirements within the requisition, which includes drug and alcohol screening. In addition, Supplier Associates will have an alcohol and drug screen during their introductory period. A positive test during the introductory period will result in termination by the Supplier and rejection of the assignment by Carpenter Technology.

This policy is in addition to and consistent with the basic requirement that all Supplier Associates must report to work and perform their job in a fit condition.

Definitions

Serious Workplace Accident - A lost time injury and/or property damage in excess of \$1,000.

Serious Workplace Incident - An occurrence presenting a substantial risk of lost-time injury or property damage in excess of \$1,000.

Unfit for Work - A determination made by a supervisor or other employer representative that a Supplier Associate is (1) unable to safely or competently perform his/her job and (2) presenting an unnecessary risk to themselves or other individuals.

Company Required Physical Examinations - Any physical examination required by law, regulation or standard or performed for other reasons deemed necessary by the company. For example, pre-placement exam, return-to-work exam after a layoff of 90 days or more, crane operator exam, mobile equipment exam, DOT exam, respirator exam, etc.

Condition of Continued Engagement - A signed agreement or terms and conditions which must be met by the Supplier Associate to continue the assignment with Carpenter Technology.

II. Information Technology Policy (510.255P)

In all matters pertaining to this policy, there is the expectation that employees and Supplier Associates will at all times use the assets in a legal, secure, safe, approved and appropriate manner. Further, it is expected that each individual will use the assets with the highest regard for the quality of their own work and that of others. Further, it is expected that each individual's usage shall not negatively affect network performance.

Users are permitted access to the Company's networks and communications systems for approved business purposes only. Occasional, limited, appropriate personal use is permitted when such use does not interfere with an individual's own work performance or that of others.

The Company reserves the right to monitor all networks, systems, and their usage, and thus no Supplier Associate should assume privacy in the use of these assets. Supplier Associates may not, under any circumstances, use the Company's assets in an illegal,

offensive and inappropriate manner. Failure to abide by this policy will result in corrective action up to and including termination.

Questions concerning this policy and the use of the assets mentioned herein should be directed to the Information Technology Department.

Security of Information

Business information which the Company has developed is one of the Company's important assets. All Supplier Associates have a responsibility regarding the protection of computer-based and electronic device-based information against unauthorized disclosure, misuse or modification.

1. All Supplier Associates are responsible to access only information which is needed to perform their assigned job responsibilities. Data and information must not be disclosed to anyone inside or outside the Company who does not have the authorized right or responsibility to know.
2. Personal passwords which are required to access information on a computer terminal or other password protected device must be kept confidential and not shared with anyone within or outside the Company. Passwords should be changed at least every 90 days.
3. Managers and supervisors are responsible to:
 - a. Assure that Supplier Associates, in their areas of responsibility, are aware of and adhere to these security standards;
 - b. Notify the data security administration function, through use of Data Security and Business Systems Requests to identify changes in personnel and/or job responsibilities.

Appropriate Device Usage

All users of Company system assets, including hardware and software, must comply with existing Company and department policies and procedures, as well as all applicable state and federal laws.

Refer also to any applicable Company policies governing safe usage of mobile communication devices and governing usage of Company assets for solicitations and distributions.

III. Harassment in the Workplace (510.003P)

It is the policy of Carpenter Technology to maintain a work environment that is free from any type of harassment.

Federal, state, local laws, and Carpenter Technology policy prohibit harassment of any person by another person (employee, management representative, business invitee or Supplier Associate), from occurring in the workplace or at any other location where a Carpenter Technology sponsored event takes place. This includes, but is not limited to, harassment on the basis of age, sex, race, color, disability, gender, religion, national

origin, sexual orientation, marital status, ancestry, veteran's status, political affiliation or any other characteristic protected by law.

This type of conduct is prohibited when it: 1) becomes a condition of employment or assignment to Carpenter Technology; or 2) is the basis for, or factor in, any employment or assignment decision affecting the individual either directly or indirectly; or 3) has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, exclusionary, retaliatory, or offensive work environment.

All persons (employee, management representative, business invitee or Supplier Associate), will be subject to corrective action, up to and including discharge, for engaging in harassment of another person (employee, management representative, business invitee or Supplier Associate). Supplier Associates may be subject to corrective action up to and including dismissal by Supplier and/or release from the assignment.

General Harassment

Federal, state, local laws and Company policy prohibit harassment of any person (employee, management representative, business invitee or Supplier Associate). Harassment is defined as, but is not limited to, any verbal, non-verbal, or physical conduct that belittles or shows hostility or dislike toward another individual because of their age, sex, race, color, disability, gender, religion, national origin, sexual orientation, marital status, ancestry, veteran's status, political affiliation or any other characteristic protected by law.

Sexual Harassment

Federal, state, local laws and Company policy prohibit any person (employee, management representative, business invitee or Supplier Associate) from harassing another person by making sexual advances, soliciting sexual favors, or indulging in any other verbal, non-verbal, or physical contact of a sexual nature when this behavior is not welcome.

Examples of Harassment

Examples which may constitute general harassment or sexual harassment include, but are not limited to the following:

- Implying or threatening that a person's cooperation of a sexual nature or refusal thereof will affect those persons, job assignment, compensation, promotion, performance review, future job opportunities and/or other conditions of employment or assignment.
- Repeated or unwelcome sexual flirtations, advances, leering, stares, gestures, and requests for dates.
- Continued or repeated verbal abuse, comments, or innuendo of a sexual nature.
- Excessive, unwelcome attention, which may include, but is not limited to, letters, telephone calls, e-mails, text messages, website postings, voicemails or gifts.

- Display or electronic transmission of graphic, offensive or degrading objects, pictures, or images of a sexual or racial nature via any communication medium.
- Any intentional, offensive physical contact or touching, such as patting, pinching or brushing against another's body or physical exposure of one's body.
- Racial or sexual epithets, slurs, or negative stereotyping.
- Threatening, intimidating, bullying, or other hostile acts.
- Verbal or written comments or jokes of a demeaning nature.
- Written, graphic, or electronic material via any communication medium that belittles or shows hostility or dislike toward an individual or group.
- Demands or requests for sexual favors, whether communicated in a clear or subtle manner, that may or may not be accompanied by a promise of favorable job or assignment treatment.

Reporting Procedure

If a Supplier Associate has experienced general harassment or sexual harassment, or has witnessed such behavior, they are expected to notify their Supplier, who will contact the Carpenter Technology department head, EEO Coordinator, appropriate Human Resources staff, or any other member of management, immediately after an alleged incident. All Supplier Associates are expected to report complaints promptly and in good faith. Failure to report claims of harassment hampers Carpenter Technology's ability to take necessary steps to remedy such situations.

Carpenter Technology will promptly and properly investigate all allegations, which may include individual interviews with involved parties and those individuals who may have knowledge of the alleged conduct or incident. Information pertaining to such investigations will be disclosed only on an as needed basis, and every effort will be made to maintain confidentiality.

No Supplier Associates will be subject to any form of retaliation, coercion, penalty, censure, or reprisal for complaining of or objecting to any harassing behavior, or for cooperating in the investigation of harassing behavior.

If an investigation confirms that harassment has occurred, Carpenter Technology will take swift and appropriate corrective action up to and including discharge of the offender(s). Management who fail to bring to the attention of appropriate Human Resources personnel any type of harassment complaint, along with any Supplier Associates who fails to fully cooperate during an investigation, may be subject to corrective action up to and including termination by Supplier and/or release from the assignment. All Supplier Associates are required to fully cooperate in an investigation.

IV. Workplace Violence & Weapons Policy (510.357P)

It is the policy of the Carpenter Technology to provide a safe and secure work environment which is free from threats, threatening behavior, acts of violence, or any other related activity which is disruptive to employees and Supplier Associates.

All reports of workplace violence will be taken seriously and thoroughly investigated. Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Carpenter Technology owned or leased property may be removed from the premises pending the outcome of an investigation by Carpenter Technology or the Supplier as appropriate. Threats, threatening behavior, or other acts of violence carried out away from Carpenter Technology owned or leased property, but directed at an employee, Supplier Associates, or a member of the public while conducting official Carpenter Technology business, are considered a violation of this policy. Off-site threats include but are not limited to threats made via telephone, mobile communications devices, fax, electronic or conventional mail, text messaging, instant messaging, or any other communication medium.

Bringing a firearm or other dangerous weapon onto Carpenter Technology owned or leased property is considered an intolerable offense for which an employee or Supplier Associate will be immediately suspended with intent to discharge.

Supplier Associates who engage in violent actions or make threats of violent behavior toward others of the public will be subject to serious corrective action up to and including immediate termination of employment by Supplier, arrest, or prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from Carpenter Technology owned or leased property, termination of business relationships with that individual, and/or prosecution of the person(s) involved.

Examples of workplace violence include but are not limited to the following:

- Threats of harm, including terroristic threats
- Possession of a firearm or other dangerous weapon
- Intimidating, threatening, or bullying another person
- Stalking an employee, Supplier Associate, or visitor
- Throwing, kicking, pushing, or propelling objects directly at a person in order to harm them
- Physically touching another person in an intimidating, malicious, or sexually harassing manner, which includes slapping, punching, pinching, kicking, grabbing, pushing, poking, or otherwise physically attacking a person
- Telling another person that you will physically harm them in order to intimidate them
- Physically intimidating others by using greater physical size/strength or through obscene gestures; placing your closed fist close to another's face in a threatening manner

Workplace violence is the attempted, threatened, or actual conduct of a person or persons who endanger or threaten the health and safety of Company property, employees, or visitors. Any threatening statement, harassment, or behavior that gives an employee or visitor reasonable cause to believe that their health and safety are at risk, is unacceptable and a violation of our standards of conduct.

A dangerous weapon is defined as "a weapon, device, instrument, material, or substance that is used for, or is readily capable of, causing death or serious bodily injury." Excluded from this definition is a pocketknife with a blade of 4 inches or less in length.

Reporting Violations

If a Supplier Associate believes they have experienced workplace violence, or have witnessed or been informed of such behavior, they are expected to notify Supplier Management immediately, who will notify the Carpenter Technology department head, appropriate Human Resources staff, or any other member of management, immediately after such occurrence. In emergency situations, a Supplier Associate should contact Asset Protection Services directly by dialing ext. 2777. All Supplier Associates are expected to report complaints promptly and in good faith. Failure to report claims of workplace violence hampers the Carpenter Technology's ability to take necessary steps to remedy such situations.

No Supplier Associate will be subjected to any form of retaliation, coercion, penalty, censure, or reprisal for reporting in good faith any act of alleged violence or threatening behavior.

Carpenter Technology will promptly and properly investigate all allegations, which may include individual interviews with involved parties and those individuals who may have knowledge of the alleged conduct or incident.

Reasonable effort will be made to maintain the confidentiality of informants. Under certain circumstances, however, others may have a need or right to know the information disclosed. In some cases, the identity of involved parties may be required to be disclosed by law.

If an investigation confirms that workplace violence has occurred, the Carpenter Technology will take swift and appropriate corrective action up to and including discharge of the offender(s). Supplier Associates who do not report violations in good faith will be subject to corrective action by the Supplier. Managers or supervisors who fail to bring to the attention of appropriate Human Resources personnel any report of workplace violence, along with any employee who fails to fully cooperate during an investigation, may be subject to corrective action up to and including termination of employment. All supplier Associates are required to fully cooperate in an investigation.

Notification of Affected Parties

Whenever possible, upon learning of the potential for violence or threatening behavior, the Carpenter Technology will attempt to notify the Supplier Associate (through the Supplier), other persons or entities that have been designated as the intended recipients of the threat, as well as the appropriate authorities.

Protective or Restraining Orders

All Supplier Associates who apply for or obtain a protective or restraining order which lists Carpenter Technology owned or leased property as a protected area are required to provide Asset Protection Services with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

Intellectual Property Agreement

All Supplier Associates are expected to enter into and comply with a formal Intellectual Property agreement as attached in this Schedule C to before beginning their work assignment at Carpenter Technology.

This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives and will be for the benefit of Carpenter Technology, its successors and assigns.

FURTHER ACKNOWLEDGEMENTS

I, _____, hereby acknowledge and understand that I am being (or have been) hired by Supplier to perform certain tasks and responsibilities described in the job description (requisition). I have read and understand the above conditions of this assignment including: assignment length limitation, waiver to any implied or expressed employment rights from Carpenter Technology, and adherence to the alcohol and drug, electronic and telephonic communication, harassment in the workplace, workplace violence and weapons, and intellectual property agreement policies.

SUPPLIER ASSOCIATE

Name/Date

SUPPLIER

Name/Date

Signature

Signature

Schedule C: Part 3

INTELLECTUAL PROPERTY AGREEMENT

This Agreement sets forth the agreement between Supplier Associate and CARPENTER TECHNOLOGY or any of its subsidiaries ("Carpenter") concerning any inventions you may make in connection with your assignment with Carpenter and your treatment of Carpenter's confidential and proprietary information. In consideration of your assignment by Carpenter and the use of Carpenter's facilities, know-how and experience, you agree to and will abide by the following terms and conditions for the duration of your assignment by Carpenter and thereafter.

SECTION 1. INVENTIONS.

The term "Inventions" shall mean any and all inventions and discoveries made, created or conceived by you, whether alone or jointly with others, relating to Carpenter's business. This shall include, but not be limited to, improvements, designs, formulas, processes, computer programs, databases, trade secrets, proprietary information, documentation and materials. In the event of any dispute, it is agreed that Carpenter shall be the sole judge as to whether or not an invention relates to Carpenter business.

A. CARPENTER'S RIGHTS TO INVENTIONS

(i) Disclosure.

You agree to immediately make full written disclosure to Carpenter of any and all inventions that are conceived or reduced to practice during your assignment with Carpenter and relate to the business and products, or to the actual or demonstrably anticipated research or development of Carpenter ("Carpenter Inventions").

(ii) Assignment to Carpenter.

You agree that all Inventions that: (i) are Carpenter Inventions; (ii) are developed using Carpenter's confidential and proprietary information, facilities, equipment and supplies; or (iii) result from work performed by you for Carpenter, will be the sole and exclusive property of Carpenter and you hereby assign all of your right, title and interest in such Carpenter Inventions to Carpenter. You also agree to perform any acts necessary to accomplish this assignment;

(iii) Assignment of Moral Rights.

To the extent permitted by law, you hereby assign any "moral" rights you may have in Carpenter Inventions to Carpenter and agree to forever waive and never assert any "moral" rights you may have in Carpenter Inventions during or after the termination of your assignment with Carpenter.

B. YOUR RIGHT TO INVENTIONS

(i) Prior Inventions

"Prior Inventions" are inventions you made and claim an ownership interest in prior to your assignment by Carpenter or prior to executing this Agreement.

Please place your initials on one of the following two lines:

_____ I have not made any Prior Inventions.

_____ Prior Inventions I claim to have made are attached on a separate piece of paper.

If you have not listed any Prior Inventions, you agree that no Prior Inventions exist. To the extent Prior Inventions do exist, you hereby waive any and all rights or claims of ownership in such Prior Inventions.

If you have listed Prior Inventions, you hereby grant to Carpenter a royalty-free, irrevocable, perpetual, world-wide license to any Prior Invention that is now or hereafter infringed by a Carpenter product, process or method of doing business ("Carpenter Product") if:

- (a) if you were involved in the development or implementation of that portion of the Carpenter Product that infringes upon your Prior Invention;
- (b) you acquiesced or permitted other Carpenter employees to utilize your Prior Invention in the course of their development or implementation of the carpenter product; or
- (c) upon first learning of Carpenter's use of your Prior Invention, you do not immediately notify in writing Carpenter's Vice President of Technology of the infringement of your Prior Invention and the need for a license.

The listing of Prior Inventions does not constitute an acknowledgement by Carpenter of the existence or extent of such Prior Inventions nor of your ownership of such Prior Inventions.

(ii) Future Inventions

Carpenter agrees that you will own any inventions you develop while employed by Carpenter or thereafter as long as you develop such inventions: (1) on your own time; (2) not while performing Carpenter work; (3) without the use of Carpenter confidential and proprietary information, facilities, equipment and supplies; and (4) outside the scope of Carpenter's business.

SECTION 2. PROTECTION OF CARPENTER INVENTIONS

You agree (at Carpenter's expense) to assist Carpenter in every proper way in obtaining and enforcing patents, copyrights and other legal protections for Carpenter Inventions in any and all countries. You further agree to execute all lawful documents deemed necessary or advisable by Carpenter to obtain or enforce such patents, copyrights and other legal protections. You acknowledge that all original works of authorship that are made by you within the scope of your assignment with Carpenter, and that are protectable by copyright, are works made for hire, pursuant to the United States Copyright Act (17 U.S.C. §101).

SECTION 3. CONFIDENTIAL PROPRIETARY INFORMATION

You understand that your assignment with Carpenter creates a relationship of confidence and trust with respect to any information of a confidential, proprietary and secret nature that may be disclosed to you or otherwise learned by you during the course of your assignment at Carpenter, including but not limited to, any confidential information of third parties disclosed to Carpenter. Such confidential, proprietary,

and secret information includes, but is not limited to, information and material relating to past, present or future Inventions, marketing plans, manufacturing and product plans, technical specifications, hardware design and prototypes, business strategies, financial information, and forecasts, personnel information, and customer lists, and is referred to collectively in this Agreement as "Proprietary Information."

A. CONFIDENTIALITY OF PROPRIETARY INFORMATION

You understand and agree that your assignment with Carpenter requires you to keep all Proprietary Information in confidence and trust for the tenure of your assignment and thereafter, and that you will not use or disclose Proprietary information without the written consent of Carpenter, except as necessary to perform your duties as an employee of Carpenter. Upon termination of your assignment with Carpenter, you will promptly deliver to Carpenter all documents and materials of any kind pertaining to your work at Carpenter, and you agree that you will not take with you any documents, materials or copies thereof, whether on paper, magnetic or optical media or any other medium, containing any Proprietary Information.

B. INFORMATION OF OTHERS

You agree that during the tenure of your assignment with Carpenter and thereafter, you will not improperly use or disclose to Carpenter any confidential, or proprietary, or secret information of your former employers or any other person. You further agree that you have not, and during your assignment with Carpenter will not, bring any confidential, proprietary or secret information of your former employer(s) or any other person(s) onto Carpenter Property.

SECTION 4. MISCELANEOUS PROVISIONS

A. SEVERABILITY

If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect.

B. GOVERNING LAW

This Agreement will be governed by the laws of the Commonwealth of Pennsylvania. Any legal action arising out of this Agreement shall host the venue in Berks County, Pennsylvania.

C. SUCCESSORS AND ASSIGNS

This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives and will be for the benefit of Carpenter, its successors and assigns.

BY EXECUTING THIS AGREEMENT, I INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Supplier Associate

Date

SCHEDULE D: Supplier Insurance Requirements

Note: based on the primary services provided

Suppliers are required to provide a valid certificate of insurance (COI) that meet the expectations below. An updated COI needs to be sent prior to expiration annually.

Category	Workers Compensation	Auto	General Liability
Low Risk: It support, Consultants, Engineering, Expert Oversight, Surveyors, Office Equipment, Ground keeping, housekeeping and janitorial services	Statutory \$1,000,000 Employers Liability Including Waiver of Subrogation	\$100,000/\$300,000 Per Person/Per Acc	\$1,000,000 Per occurrence including per location aggregate
Medium Risk: Paving, Carpentry, Basic Facilities, Maintenance services, Contingent Workforce	Statutory \$1,000,000 Employers Liability Including Waiver of Subrogation	\$1,000,000 Combined single limit	\$3,000,000 Per occurrence including per location aggregate
High Risk: Electrical, Roofing, Mechanical, Pipe Fitting, HVAC, Fabrication, Rigging-Installing-Erecting, Masonry-Concrete, Work-Brick Laying, Excavation, Demolition, Chemical Deliveries, Environmental Remed	Statutory \$1,000,000 Employers Liability Including Waiver of Subrogation	\$3,000,000 Combined single limit	\$5,000,000 Per occurrence including per location aggregate. Construction project only: should also include completed operations coverage for 3 years after end of project.

Approved by the Treasury Department: Michael Haney

Effective Date: April 21, 2009

Note: Exceptions can only be granted by the Treasury Department. Request must be made by the Supplier.