

## Seller Personnel Agreement

Worker's Name	Senthilkumar S
Worker's Employer or Contractor ("Seller")	Cognizant Technology Solutions

**1. SCOPE:** This agreement (this "Agreement") states the terms under which Seller will assign Worker to perform certain services for 3M Company and its affiliates ("3M Assignment"). This Agreement is being made in consideration of the 3M Assignment, all compensation paid by Seller to Worker for the 3M Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. If Worker is a former 3M employee and has obligations to 3M under any other agreement with 3M, nothing in this Agreement will reduce or otherwise alter Worker's obligations under that agreement.

### 2. 3M CONFIDENTIAL INFORMATION; 3M SYSTEMS ACCESS AND INVENTIONS

WORKER AGREES AND ACKNOWLEDGES THAT WORKER MAY, IN CONNECTION WITH THE 3M ASSIGNMENT, RECEIVE, HAVE ACCESS TO, OR CONTRIBUTE TO 3M CONFIDENTIAL INFORMATION (as defined below), INCLUDING ACCESS TO VARIOUS DATA PROCESSING EQUIPMENT (SUCH AS COMPUTERS AND WORD PROCESSORS) THAT PROCESS, ACCESS, OR DISPLAY 3M CONFIDENTIAL INFORMATION. DURING THE 3M ASSIGNMENT AND CONTINUOUSLY THEREAFTER, WORKER WILL NOT USE, DISCLOSE, REPORT, OR DISCUSS 3M CONFIDENTIAL INFORMATION, EXCEPT TO AND WITH 3M EMPLOYEES DURING THE COURSE OF THE 3M ASSIGNMENT.

A. "3M Confidential Information" means all information that is: (a) not generally known about 3M, including trade secrets about 3M's processes and products, and information relating to research, development, manufacture, raw materials, purchasing, accounting, engineering, marketing, selling, services, finance and business systems and techniques or a third party's similar information entrusted to 3M; (b) disclosed to Worker during the 3M Assignment that Worker has reason to believe is, or that 3M treats as, 3M Confidential Information; or (c) aurally or visually perceived by Worker while on any 3M site or accessing any 3M data storage, computer or network system that is not otherwise covered in this paragraph (including, but in no way limited to, technical, legal or business information, software, and employee data).

B. 3M may give Worker access to one or more 3M data storage systems ("3M Systems") to assist Worker in providing services to 3M. Worker agrees that each access code ("Access Code") and password ("Password") provided by 3M to Worker will only be used by Worker and that Worker will not disclose any Access Code or Password to anyone and will use 3M Systems only as authorized and as necessary to provide services to 3M and in accordance with 3M's network rules. 3M may terminate Worker's rights to use 3M Systems at any time and for any reason. Access Codes and Passwords are 3M Confidential Information and must be returned to 3M on request, on 3M's termination of Worker's right to use 3M Systems or at the end of Worker's 3M Assignment. Seller will, at its own expense, install and maintain all information technology equipment ("IT Equipment") required to transmit and receive data between its systems and 3M Systems. 3M may deny Worker access to 3M Systems if Worker's IT Equipment is incompatible with any 3M Systems. 3M may also make changes in the 3M Systems operation rules, accessibility periods, Worker identification procedures, types of terminal equipment, and system programming languages. 3M provides Worker with access to 3M Systems on an "AS IS" basis. 3M MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING 3M SYSTEMS. 3M is not responsible for any damage to Worker equipment or loss of Worker or Seller's data arising out of Worker's access to 3M Systems.

C. "Inventions" means discoveries, improvements and ideas whether or not shown or described in writing or reduced to practice, mask works (topography of semiconductor chips) and works of authorship (including, without limitation, documents, drawings, manuscripts, text, artwork, photographs, motion pictures, video programs, computer software, sound recordings and similar property and works) whether or not patentable, registerable, or copyrightable that: (1) relate directly to 3M business; or (2) relate to 3M's actual or demonstrably anticipated research or development; or (3) result from the 3M Assignment; or (4) use any 3M equipment, supplies, facility or 3M Confidential Information; or (5) is developed during



the 3M Assignment.

D. With respect to Inventions made, authored or conceived by Worker, either solely or jointly with others during the 3M Assignment or within one year after the 3M Assignment ends, whether or not during normal working hours or at 3M's premises, Worker will:

1. Keep accurate, complete and timely records of Inventions, which records will be 3M property and be retained on 3M's premises.
2. Promptly and fully disclose and describe such Inventions in writing to 3M.
3. Assign, and does hereby assign, to 3M or its designated affiliate all of Worker's rights to such Inventions, and to application for letters patent, copyright registrations and/or mask work registrations in all countries and to letters patent, copyright registrations and/or mask work registrations granted on such Inventions in all countries (collectively referred as "Registrations").
4. Acknowledge and deliver promptly to 3M (without charge but at 3M's expense) such instruments and to do such other acts as may be necessary in 3M's opinion to preserve property rights against forfeiture, abandonment or loss and to obtain, defend and maintain all Registrations and to vest the entire right and title thereto in 3M or its designated affiliate.

The Parties acknowledge that this Section 2D does not apply to an Invention developed entirely on Worker's own time and for which no equipment, supplies, facility or trade secret information of 3M was used and that does not: (a) relate directly to 3M business or to 3M's actual or demonstrably anticipated research or development; or (b) result from Worker's work during the 3M Assignment.

E. Worker will not disclose 3M Confidential Information to any other party and will use 3M Confidential Information only as is required in the 3M Assignment. During the 3M Assignment, Worker will not disclose to 3M or use in the performance during the 3M Assignment, any confidential information in breach of Worker's obligations to any third party. At the 3M Assignment's end, Worker will leave with 3M all records, compositions, articles, devices, and other items that disclose or embody 3M Confidential Information whether prepared by Worker or others, including all copies or specimens thereof in Worker's possession.

F. Except as is listed below, Worker will not assert any rights under any Inventions as having been made, conceived, authored or acquired by Worker prior to the 3M Assignment. **WRITE BRIEF DESCRIPTION HERE. IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEETS TO THIS AGREEMENT.** (Do not disclose or describe here anything Worker regards as confidential. Give a brief description of the product or process, etc., plus a list of source documents, such as patents, patent applications, drawings, or written descriptions, identified by number, title and date.)


For two years after the 3M Assignment ends, before accepting any employment or assignment, Worker will inform his/her employer and any party to whom Worker is assigned of this Worker Agreement and provide them a copy of it.

### **3. NOTICE AND CONSENT: PERSONAL INFORMATION TRANSFER AND STORAGE**

A. Worker understands that, in order for 3M to facilitate Worker's assignment, certain information including but not limited to Worker's personal and administrative information will be collected, processed and stored by 3M, in the United States by 3M and selected contractors.

1. Personal information gathered by 3M includes, but is not limited to, Worker's name, home contact information, and social security number or national identification number. This information will be used by 3M for identification, security and personnel management purposes, such as providing building access, electronic systems access, and assignment administration.
2. Administrative information gathered by 3M includes (if provided) Worker's 3M phone number, 3M email address and physical mailing address while assigned at 3M, and contact information about Seller. During Worker's assignment, general 3M contact information will be available to 3M

employees and other contract and temporary employees to help facilitate Worker's assignment.

3. 3M will retain Worker's administrative information and certain personal information after Worker's assignment at 3M has ended for as long as deemed necessary by 3M.

B. Worker acknowledges that Worker understands and consents to this collection, use, and disclosure of Worker's personal and administrative information.

#### 4. ADDITIONAL PROVISIONS


A. This Agreement is indefinite in term and applies each time Worker accepts a 3M Assignment unless Worker signs a separate written agreement for a future 3M Assignment. During the 3M Assignment, Worker will not for any purposes be employed by 3M and will not claim otherwise. Worker acknowledges that if 3M hires Worker as a 3M employee, Worker will receive no credit for any 3M Assignment. Regardless of the type of work Worker performs or the length of the 3M Assignment, no 3M benefit or 3M benefit plan of any kind available to 3M employees will apply to Worker, including, without limitation, any related to worker's compensation, unemployment, health, life, pension plan or any other matter.

B. Worker will have no right to seek, and will not seek, any compensation of any kind from 3M. Any compensation Worker receives will be from Seller. 3M is not obligated to withhold from any payments made to Seller any taxes relating to the 3M Assignment. If, during the 3M Assignment, Worker is asked to attend any 3M function, given access to certain 3M areas, assigned any 3M identification number, required to use a 3M pass, receive any 3M publications, etc., this will not mean Worker is a 3M employee or entitled to any 3M employment rights or benefits. During the 3M Assignment, Worker will follow all 3M policies and rules relating to behavior and conduct, including, without limitation, those relating to drug, alcohol, anti-harassment, health, safety, security and information security. At any time, 3M may end a 3M Assignment and give Seller assessments of Worker's performance and behavior, which Seller may use for any purpose. Worker waives any future claim that Worker may have against 3M or any of its employees in connection with any of these actions.

C. Worker and Seller acknowledge that: (1) 3M and its affiliates are third party beneficiaries to this Agreement, who can directly enforce any of Seller's rights without Worker having a right to setoff, defense or counterclaim; and (2) under no circumstances will any 3M entity be responsible to pay any fee, expense or other consideration that Seller may owe to Worker.

D. This Agreement may only be modified or terminated by written agreement of the Parties. This Agreement replaces any prior written or oral agreement between the Parties as to this subject matter but will not affect any obligations or rights that accrued prior to the date hereof. All Worker's obligations under this Agreement bind Worker's heirs, successors, assigns and legal representatives.


WORKER

  
Signature

Printed Name: SENTHILKUMAR S

Date: 2/19/2020

SELLER

  
Signature

Printed Name: SURESH MOORTHY

Title: DELIVERY LEAD

Date: 2/19/2020



**EXHIBIT I**  
**Data Privacy Notice and Consent**

PLEASE READ THIS DATA PRIVACY NOTICE AND CONSENT CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT THIS DATA PRIVACY NOTICE AND CONSENT, PLEASE CONTACT YOUR SUPERVISOR.

BY SIGNING BELOW, YOU ARE AGREEING TO BE BOUND BY THIS DATA PRIVACY NOTICE AND CONSENT. Beeline.com, Inc. ("Beeline") recognizes its responsibility for protecting the personal information in its possession and care. Nothing in this Data Privacy Notice and Consent will waive any rights you may have under applicable privacy law.

**COLLECTION OF INFORMATION**

Beeline may request that you provide personal information, including your name, address, e-mail address, telephone number, birth date (month and day), contact information and other information reasonably related to your job placement from which your identity is discernible. Your personal information will be stored and processed in whole or in part in the United States.

**USE OF INFORMATION**

Beeline will use the information, whether personal, demographic, collective or technical, for the purpose of providing to 3M Company and its affiliates the contract worker procurement and contingent workforce administration services that Beeline offers.

The information Beeline gathers from you may be shared with your employer, 3M Company and 3M's affiliated companies, and 3M's trusted vendors providing contract worker management services on a worldwide basis in order for Beeline to provide contract worker procurement services. In addition any successor to Beeline's business as appointed by 3M may use your information for the same purposes set out in this Data Privacy Notice and Consent. Other than as stated above, Beeline will not transfer your personal information to third parties other than Beeline's subcontractors and affiliates that need access to your personal information to perform contract worker procurement services for 3M and its affiliated companies. Beeline will ensure that all such subcontractors agree to maintain appropriate procedures to safeguard personal information and use it only as described in these Terms of Use.

Your personal information will be stored by Beeline in the United States. In addition, your personal information may be accessible by 1) 3M Company in the United States, 2) 3M's affiliated companies in countries as necessary as part of your contract worker assignment, and 3) 3M's trusted vendors providing contract worker management services on a worldwide basis.

Beeline will retain the information for as long as is reasonably necessary to perform the services for 3M. Beeline will also retain and make available to 3M Company and its affiliates a copy of this Notice and Consent for the duration of your assignment at 3M Company or its affiliates plus seven years.

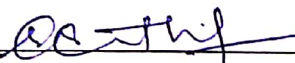
**SECURITY**

Beeline will use commercially reasonable technical and organizational measures to safeguard and secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure.

**YOUR ACCESS TO YOUR PERSONAL INFORMATION**

You have the right to access, correct and update your personal information to assure its accuracy. You may request that such information be corrected or updated by writing to Beeline Support, which can be found via Beeline's website at [www.beeline.com](http://www.beeline.com).

**I understand and consent to this Data Privacy Notice and Consent.**

  
\_\_\_\_\_  
Signature

SENTHILKUMAR S  
\_\_\_\_\_  
Print Name

COGNIZANT TECHNOLOGY SOLUTIONS  
\_\_\_\_\_  
Employer

2/19/2020  
\_\_\_\_\_  
Date  
Data Privacy Terms of Use Version 1.0

## Contingent Workforce Anti-Bribery Policy

### Introduction

Certain activities related to Governmental Officials (defined below) – such as providing gifts, political contributions, entertainment, travel-related benefits or facilitating payments - can violate anti-bribery laws around the world. 3M may also be liable under some circumstances for the bribes or attempted bribes made or offered by contingent workers performing services for 3M, and 3M's consultants, sales agents and certain business partners with whom 3M does business. 3M may also be liable for the prior acts and omissions of businesses that 3M acquires or with which it enters into joint ventures.

This policy prohibits bribery and imposes mandatory due diligence, internal approvals, books and records entries, and document retention requirements in six key areas related to Government Officials. It also requires audits to help ensure compliance, as well as appropriate scrutiny of acquisition and joint venture target companies that have had foreign government sales and other significant governmental interaction. (Receiving or offering gifts, travel or anything of value to a third party who are not Government Officials must comply with the Business Gifts and Entertainment Policy). See the 3M Administration Team for additional information on this policy.

A "Government Official" is:

- any government employee or elected or appointed official
- a political party
- a candidate for political office (even if not currently in office)
- an official or employee of an international organization such as the United Nations, Red Cross/Red Crescent, International Monetary Fund, World Bank.
- an employee of a quasi-public agency and other companies or organizations partly or wholly owned or controlled by a government.

A "bribe" is the offering, authorizing or giving of anything of value to a Government Official directly or indirectly with the intent to obtain or retain business or gain an improper advantage. An "improper advantage" is broadly defined to mean something to which the company is not clearly entitled, such as a price increase approval, favorable product specification selection, contract award, grant of operating permits, product use/registration approval, favorable court decision, or tax dispute settlement.

### Policy statement

It is 3M policy to comply with all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and all applicable local laws where 3M operates, and to accurately reflect all transactions on 3M's books and records. It is also 3M's policy to require those contingent workers, agents, consultants and business partners who work on 3M's behalf before Government Officials to comply with these same laws and practices.

### What it means

3M requires that contingent workers:

- Not engage in acts or omissions that offer, authorize or give a bribe to a Government Official, or create the impression that a bribe has been offered, authorized or given;
- Take affirmative steps to prevent those doing business directly or indirectly before a Government Official on 3M's behalf from engaging in bribery;
- Adhere to 3M's mandatory due diligence, internal approval, financial reporting, and document retention requirements in the six key areas listed below.
- Scrutinize activities of certain acquisition targets and joint venture partners to identify and address potential bribery issues;
- Promptly report to 3M any suspected violations by 3M employees, contingent workers or others doing business before a Government Official on 3M's behalf; and
- Cooperate with audits of 3M's businesses.

### Six Key Areas

In addition to those obligations set forth above, 3M requires that contingent workers work with 3M's Administration Team to conduct specific due diligence, obtain internal legal and business approvals, ensure accurate financial reporting, and adhere to required document retention requirements in six key areas:

1. 3M sponsorship of any travel-related benefits for any Government Official

March 4, 2011



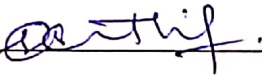
2. Gifts to, entertainment for, or charitable contributions on behalf of any Government Official
3. Use of contingent workers, consultants and sales agents who may interact with Government Officials on 3M's behalf
4. Facilitating or "grease" payments to any Government Official
5. Activities with certain business partners who may interact with Government Officials directly or indirectly on 3M's behalf
6. Political contributions to any Government Official, political party, candidate or political organization

#### What to Avoid

- The direct or indirect provision of cash or anything of value to a Government Official to obtain an unfair business advantage or to obtain or retain business.
- Authorizing or providing travel benefits, gifts, entertainment, or political contributions for the benefit of a Government Official without the required due diligence assessment and internal 3M business and legal approvals.
- Entering into a consultant or sales agent agreement that will result in contacts with Government Officials without conducting due diligence, obtaining the required internal business and legal approvals, retaining all due diligence for eight years, and accurately recording on 3M's book and records all related payments.
- Making any "grease" or facilitating payments without obtaining the required 3M internal business and legal approvals.
- Making any incomplete, false or inaccurate entries on 3M's books and records.

If additional information regarding 3M's Anti-bribery Policy is required, please contact the 3M Relationship Management team.

This policy has been reviewed with me, and I will comply.

(Signature) 

2/19/2020  
(Date)

## Contingent Workforce Access Control Policy

3M desires to provide a safe and secure work environment for all individuals who do business with 3M. 3M policy is to control physical access to all 3M facilities and to create and maintain records of individuals entering and exiting 3M facilities.

All individuals working at 3M are expected to help strengthen 3M's security by complying with this policy and its components as follows:

- Wearing the 3M badge on the upper front portion of the body while at 3M facilities;
- Presenting the electronic badge directly (not through a briefcase or purse) to entry readers at 3M facilities equipped with electronic access controls. If exit readers exist, always presenting the electronic badge as exiting;
- Presenting the badge to the security officer or receptionist whenever entering 3M facilities without electronic access controls and then manually signing in;
- Taking an active role in preventing unauthorized entry through electronically controlled entrances at 3M facilities. Once a door is open, it is possible for another individual to enter (or exit) without presenting a badge to the reader. Remind individuals attempting to enter and exit without presenting a badge to the reader that their badge must be read before entering and exiting;
- If authorized to escort visitors, escorting visitors the entire time they are at 3M facilities and ensuring they sign in and out.

All individuals issued a 3M badge are responsible for its use. 3M issued badges are the property of 3M and must be surrendered at the request of 3M.

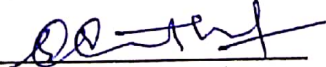
### Lost Badges

Report lost badges to local facility security.

If a contingent worker violates this policy, it may result in the end of the assignment at 3M.

This policy has been reviewed with me, and I will comply.

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 2/19/2020  
(Signature) (Date)  
Last update:

Last Update: February 23, 2011

### 3M Contingent Workforce Policies Acknowledgement

I have reviewed the following 3M Contingent Workforce Policy documents, and I will comply with each of them:

1. 3M Contingent Workforce Violence Prevention Policy
2. 3M Contingent Workforce Harassment Policy
3. 3M Contingent Workforce Ethical Business Conduct Guidelines
4. 3M Contingent Workforce Drug & Alcohol Policy
5. 3M Contingent Workforce Electronic Resource Policy
6. 3M Use of Cell Phones and Other Portable Electronic Devices When Driving Policy

I understand that if I violate any of these policies, it may result in the end of my assignment at 3M.



Signature

2/19/2020

Date

SENTHILKUMAR S

Printed Name



### **3M Contingent Workforce Policy Documents**

*Contingent worker should review these policies as part of the onboarding process:*

1. 3M Contingent Workforce Violence Prevention Policy
2. 3M Contingent Workforce Harassment Policy
3. 3M Contingent Workforce Ethical Business Conduct Guidelines
4. 3M Contingent Workforce Drug & Alcohol Policy
5. 3M Contingent Workforce Electronic Resource Policy
6. 3M Use of Cell Phones and Other Portable Electronic Device When Driving Policy

### **3M Contingent Workforce Policies Acknowledgement Form**

*Contingent worker must sign this policy acknowledgement once all 3M Policies have been reviewed in full.*

## **3M Contingent Workforce Violence Prevention Policy**

**Applies To** This applies to all contingent workers, consultants, visitors or anyone doing business with or for 3M.

**Policy Statement** It is the goal of 3M to provide a safe, productive and secure work environment for all 3M employees and those who do business with 3M. 3M will not tolerate any acts or threats of intimidation or physical violence in its workplace. This policy applies to conduct that occurs:

- while engaged in business on behalf of 3M;
- on 3M premises;
- at company-sponsored events;
- while using 3M communications equipment.

**Additional Elements** Conduct prohibited under this policy includes, but is not limited to, the following:

- Physically harming, or attempting to harm another or oneself;
- Threatening to physically harm another or oneself;
- Threatening behavior, such as intimidation, bullying, coercion, stalking or other forms of intimidating behavior (see 3M's Harassment Policy for additional detail on harassment and inappropriate behavior);
- Acts related to domestic violence on 3M premises;
- Shoving, pushing, grabbing and other forms of nonconsensual physical contact;
- Bringing any weapon into the workplace;
- Intentionally damaging 3M property or property of others on 3M premises;
- Any other statement or conduct that would cause a reasonable person to believe violence or injury may occur.

### **Reporting Obligations**

All individuals have an obligation to help maintain a safe, productive and secure work environment and are required to report any



violation of this policy immediately to 3M security and/or their 3M contact. Failure to do so may result in termination of assignment, termination of the business relationship with 3M and/or loss of access to 3M facilities or equipment.

If an individual encounters or observes intimidating behavior or physical violence in the workplace, the individual should avoid confrontation. In the instance of physical violence, proceed to a safe location. In all instances, report the incident to 3M security or your 3M contact immediately. If immediate law enforcement assistance is needed, the individual should contact law enforcement, then 3M security or 3M contact.

### **Restraining Orders**

All individuals working on 3M premises who apply for or obtain a protective or restraining order (issued by a court or other governmental authority) that would encompass 3M premises must present to security or Human Resources copies of (1) any petition or declaration seeking the order, (2) proof of service of the order, and (3) the actual order issued by the court or other governmental authority.\*

### **How 3M Will Respond**

Reports of conduct prohibited under this policy will be investigated promptly. Information that is reported or discovered during the investigation, as well as the resolution and any disciplinary action taken, will be communicated only to those who have a business need to know. Retaliation or reprisal toward anyone who reports a suspected violation of this policy is prohibited.

Violations of this policy will result in appropriate action, up to and including termination of assignment, termination of the business relationship with 3M, and/or loss of access to 3M facilities or equipment.

### **Related Information**

This policy is not intended to create contractual rights.

\*A "restraining order" is a type of order issued by a court or other government agency. The restraining order is issued against someone, and places restrictions on that person's ability to have contact with another person or persons. For example, a restraining order might direct a person not to speak with or come within 500 yards of another person. Restraining orders are issued pursuant to laws that prohibit persons from engaging in threatening or harassing behavior and require a showing that someone has engaged in

threatening or harassing behavior against other persons.

**For Further Information** Contact the Contingent Workforce Solutions Relationship Management team at 651-736-0040

**Approved By** 3M Corporate Security

**Last Revision Date** June 2012



## 3M Contingent Workforce Harassment Policy

**Applies To** This applies to all contingent workers, consultants, visitors or anyone doing business with or for 3M. As a global policy, it applies to all locations and situations where 3M business is conducted and to all company-sponsored events.

**Policy Statement** 3M employees, contingent workers, and others acting on 3M's behalf are entitled to respectful treatment in the 3M workplace. Being respected means being treated honestly and professionally, with your unique talents and perspectives valued. A respectful workplace is about more than compliance with the law. It is a working environment that is free of inappropriate behavior of all kinds and harassment because of age, disability, marital status, race or color, national origin, religion, sex, sexual orientation or gender identity.

This policy applies to all 3M employees worldwide and to anyone doing business for or with 3M. As a global policy, it applies to all locations and situations where 3M business is conducted and to all company-sponsored social events.

### **Additional Elements**

#### **What it means**

*A respectful workplace*

3M is committed to providing a workplace in which the dignity of every individual is respected. Each of us should understand that incidents of harassment and inappropriate behavior will not be tolerated at 3M.

*Harassment*

Harassment is unwelcome conduct toward an individual because of his or her age, disability, marital status, national origin, race or color, religion, sex, sexual orientation or gender identity, when the conduct creates an intimidating, hostile or offensive work environment that:

- Causes work performance to suffer; or
- Negatively affects job opportunities.

Harassment is against the law in the United States and many other countries. Examples of harassment that may violate the law and will violate this policy include:

- Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This includes comments or jokes that are distasteful or targeted at individuals or groups based on age, disability, marital status, national origin, race or color, religion, sex, sexual orientation or gender identity.
- Nonverbal conduct, such as staring, leering and giving inappropriate gifts.
- Physical conduct, such as assault or unwanted touching.
- Visual images, such as derogatory or offensive pictures, cartoons, drawings or gestures. Such prohibited images include those in hard copy or electronic form.

### *Sexual harassment*

Sexual harassment is a form of harassment that is based on a person's sex or that is sex-based behavior. It is also sexual harassment for anyone in a position of authority to tie hiring, promotion, termination or any other condition of employment to a request or demand for sexual favors. Although having a consensual romantic relationship with another person at 3M is not harassment, harassment may occur as a result of the relationship if either person in the relationship engages in conduct in the workplace that is inappropriate or unwelcome. Workers in consensual romantic relationships also must comply with the 3M Conflict of Interest Policy.

### *Inappropriate behavior*

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, interferes with that goal and will not be tolerated. 3M reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

Every 3M contingent worker has a role to play in achieving a respectful workplace

- 3M expects respectful and professional behavior at all times, no matter the situation. Remember that your actions reflect upon you, and potentially reflect upon 3M. Be sensitive to how others may perceive your actions. Just because someone does not complain to you does not mean that they do not object to your behavior.
- There is no reason to ever engage in unwelcome behavior that has the purpose or effect of harassing others. Report any unwelcome behavior you think might be harassment under this policy.
- Be open to constructive feedback regarding performance deficiencies. Recognize that respectful supervisory actions regarding workplace issues are a necessary and appropriate step in performance feedback.



- If someone offends you, let that person know so that it won't happen again. If you have offended someone, understand his or her perspective, apologize and do not let it happen again.
- If you are aware of any behavior that might violate this policy, report it to 3M Business Conduct at 3M-Ethics.com or 1-877-3M-ETHICS; to your 3M contact; your employer – the 3M contingent workforce supplier - and to the 3M Contingent Workforce Solutions Relationship Management team.

### **What to avoid**

- Any behavior that is unprofessional or disrespectful, or that has the purpose or effect of harassing anyone.
- Any retaliation against someone who raises a concern or potential violation under this policy.
- Missed opportunities to respectfully communicate to someone that you found his or her behavior offensive.
- Unreported concerns or violations of this policy.

### **How to report a violation**

You should report suspected violations of this policy to your 3M contact; your employer – the 3M contingent workforce supplier - and to the 3M Contingent Workforce Solutions Relationship Management team. You may contact 3M's Compliance and Business Conduct Department at:

#### **3M Compliance and Business Conduct Department**

220-11-W-09, 3M Center

3M Company

Saint Paul, MN 55144-1000

Telephone : 1-651-736-6007 (Triminet 736-6007)

Finally, you can file a report using 3M's helpline by going to [www.3M-Ethics.com](http://www.3M-Ethics.com) or calling the helpline toll-free number at 1-877-3M-Ethics .

### **How 3M will respond**

#### *Investigation and response*

If you report a complaint of harassment or inappropriate behavior, 3M and your employer will work together to investigate your concerns. Where there has been a violation of policy, 3M and your employer will take appropriate action to try to avoid future violations. In appropriate cases, 3M may take disciplinary action (up to and including termination or end of assignment)

against those violating the 3M Harassment Policy.

3M will inform parties about the status of reviewing their complaints. To respect the privacy and confidentiality of all people involved, 3M may not share specific details of the discipline or other action taken.

*Retaliation is prohibited*

This policy strictly prohibits any retaliation against any worker who reports a concern about harassment or other inappropriate behavior.

**Approved  
By** Business Conduct Committee

**Last  
Revision  
Date** January 2010

## 3M Contingent Workforce Ethical Business Conduct Guidelines

<b>Applies To</b>	This applies to all contingent workers, consultants, visitors or anyone doing business with or for 3M. As a global policy, it applies to all locations and situations where 3M business is conducted and to all company-sponsored events.
<b>Guideline Statement</b>	Ethical business conduct sometimes requires more than strictly complying with the law. Moreover, there are no laws governing many business activities. Even when laws apply, sometimes they set a standard of behavior that is unacceptably low for 3M. When you are confronted with such situations, you need to make a good, ethical decision that will reflect well on 3M and you.

### Additional Elements

#### 3M's higher standard

3M Business Conduct Policies provide guidance for many situations, but this manual cannot cover every possible issue you may face in the course of 3M business. In these cases, your actions should be guided by our fundamental values of uncompromising integrity and honesty. These values include promise keeping, fairness, respect and concern for others, and personal accountability.

Ethical decision-making requires evaluating and giving due consideration to alternative courses of conduct in light of these corporate standards:

- Show uncompromising honesty and integrity in all of your 3M activities and relationships.
- Avoid all conflicts of interest between work and personal life.
- Respect the dignity and worth of all individuals.
- Encourage individual initiative and innovation in an atmosphere of flexibility, cooperation and trust.
- Promote a culture where promise keeping, fairness, respect and personal accountability are valued, encouraged and recognized.
- Create a safe workplace.
- Protect the environment.

#### Making ethical decisions

You should be able to answer "yes" to the following questions before taking any action on behalf of 3M.

- Is this action consistent with 3M's corporate values of uncompromising honesty and integrity?
- Can this action withstand public scrutiny?
- Will this action protect 3M's reputation as an ethical company?

If you can't answer "yes" to all these questions, but still believe the proposed action is lawful and ethical, you should review the proposed action with your 3M contact because it may not be in the best interest of 3M to proceed.

If it is determined that you acted unethically or otherwise contrary to 3M's policies or corporate values, it may result in the end of your assignment at 3M.

**Approved By** Business Conduct Committee

**Last Revision Date** May 1988



## 3M Contingent Workforce Drug & Alcohol Policy

**Applies To** This applies to all contingent workers, consultants, visitors or anyone doing business with or for 3M.

### Introduction *3M Values a Productive and Safe Work Environment*

3M is committed to providing a productive and safe work environment for those who work for and do business with 3M. One characteristic of a productive and safe work environment is that the people in it are fit for duty - physically and psychologically able to do their jobs safely and effectively. Drug abuse in the workplace may endanger the safety of 3M employees, visitors to 3M premises and contingent workers. 3M's Drug and Alcohol Policy supports this commitment.

3M's U.S. Drug and Alcohol Policy sets forth standards to maintain a workforce and working environment that are free from the misuse of drugs and alcohol.

#### **Policy Statement**

##### **Drugs**

During the workday, in the workplace, or at 3M events, 3M prohibits:

- Buying, selling, using, manufacturing, dispensing, distributing or possessing illegal drugs,
- Selling, purchasing, or sharing prescription medications in the workplace,
- Using, dispensing, distributing, or possessing prescription medications without a valid prescription,
- Possessing drug paraphernalia,
- Using non-prescription inhalants, and
- Having illegal drugs in your system while at work.

##### **Alcohol**

3M prohibits:

- Using alcohol during the workday, in the workplace, or any time when 3M business is being conducted,
- Selling or purchasing alcohol in the workplace, and
- Having alcohol in your system while at work.

#### **Additional Elements**

##### **Definitions**

- **Alcohol:** any fermented or distilled beverage containing ethanol, which includes but is not limited to any alcoholic drink such as hard liquor, wine, and beer.
- **Workday:** any period of time when a contingent worker is working on behalf of 3M. This includes personal time such as lunch and breaks.
- **Workplace:** 3M property (including 3M motor vehicles), or any

- place where 3M work is being performed off 3M property.
- 3M Events: 3M-sponsored business events or social functions such as picnics, holiday parties, or 3M-sponsored trade shows. 3M Club events are not considered 3M events.
- Drug: any substance used outside of prescribed medical direction for the primary purpose of altering moods, behavior, consciousness, or performance. Drugs may include but are not limited to non-prescription inhalants, prescription medications without a valid prescription, marijuana, and other illegal drugs. This definition excludes commonly consumed foods such as chocolate and caffeinated beverages.
- Non-Prescription Inhalant: a medicine or other inhaled substance used for purposes other than prescribed medical use.
- Impairment: the reduced ability to perform one's job in the manner prescribed for that function or according to established practice.
- Adulterants: substances used in an attempt to taint samples so test results are inaccurate.
- Reasonable Suspicion of Use: suspicion based on information regarding the appearance, behavior, speech, attitude, mood, or odor of an individual. Possessing an open bottle of liquor or alcohol or drug paraphernalia may also be cause for reasonable suspicion.
- Safety-Sensitive Positions: positions that include those jobs where the work may subject workers to a significant risk of personal harm or when 3M assets may be subject to unusual and/or significant risk.

## **Related Information**

### **Responsible Use of Over-the-Counter and Prescription Medications**

When workers use over-the-counter medications or prescription medications that may cause safety risks, they are encouraged to confer with their physician and must inform supervision of safety considerations. (The worker is not expected to name the medication.)

If there is a concern that the worker will not be able to perform his or her job duties in a productive, effective and safe manner, the worker should discuss these concerns with their employer – the 3M contingent workforce supplier. It is the employer's responsibility to confer with the 3M contact regarding possible alternative work. 3M in its sole discretion reserves the right to end the assignment due to safety or other legitimate business considerations.

### **Responsible Use of Alcohol**

With prior management approval, alcohol may be served at 3M events or on 3M property. The use and service of alcohol at 3M events should comply with the guidelines set forth in the Supervisor's Guide to the 3M U.S. Drug and Alcohol Policy.

**3M contingent workers may consume alcohol:**

- At 3M-sponsored events, with prior management approval,
- While representing 3M after the workday when business is not being conducted, and
- In some exceptional cases only as approved by management.

In all of these instances, 3M contingent workers are obligated to be responsible in their use of alcohol. Those who responsibly use alcohol remain professional, sober and safe at all times; they do not in any way compromise the health or safety of themselves or others.

**Drug and Alcohol Testing**

A contingent worker's employer – the contingent workforce supplier – may conduct drug or alcohol testing in compliance with applicable laws and in accordance with any 3M supplier guidelines or contractual requirements. Generally speaking, the contingent workforce supplier will conduct testing prior to the 3M assignment to determine eligibility to provide services for 3M or during the assignment under limited circumstances, such as when there is a reasonable suspicion of drug or alcohol use in violation of this policy. The contingent worker should confer with his or her employer regarding any drug or alcohol testing policies and procedures that may apply. The outcome (pass or fail) of any drug and alcohol testing conducted in connection with a 3M assignment may be shared with the Contingent Workforce Relationship Management team, but the contingent workforce supplier will keep documentation of results and is responsible for ensuring that any testing complies with any applicable laws or regulations.

If the contingent worker refuses to take a drug or alcohol test as and when requested pursuant to this policy, or interferes with any required testing, that person will no longer be eligible for assignment at 3M.

**Contingent Worker Responsibility**

All contingent workers are responsible for helping maintain a productive and safe work environment. It is the responsibility of all workers to ensure that this policy is enforced. 3M requires that all workers:

- Comply with the 3M U.S. Drug and Alcohol Policy,
- Comply with the Federal Drug-Free Workplace Act (see "Compliance with The Federal Drug-Free Workplace Act" in the Drug and Alcohol Policy)
- Report indications of possible policy violations to supervision,
- Not retaliate against anyone who reports or helps confirm a suspected violation,
- Report to their employer and 3M any use of an over-the-counter or prescription medication that may impair their ability to safely perform their job duties, and
- Be responsible in their use of alcohol such that they remain professional, sober and safe at all times and they do not in any way compromise the health or safety of themselves or others.

Contingent workers concerned about a drug and alcohol policy violation or the safety or well-being of co-workers, visitors, or others may contact their 3M contact or the Contingent Workforce Relationship Management team. Retaliation is prohibited against workers who in good faith report a suspected violation on the part of management.

#### **Policy Violations**

If an individual is found to have violated this policy, disciplinary action may be taken up to and including termination of assignment or business relationship. 3M may refer evidence obtained to law enforcement agencies when it is appropriate to do so.

Any worker who is convicted of or pleads guilty to driving while intoxicated, driving under the influence, refusing to take a sobriety test, or committing a similar offense involving a 3M motor vehicle or personal vehicle while being used for 3M business purposes will be subject to disciplinary action up to and including termination.

#### **Compliance with the Federal Drug-Free Workplace Act**

As a condition of employment, contingent workers must report any conviction under a federal or non-federal criminal drug statute for violations occurring on 3M premises, or on any site where work is being performed under a government contract subject to the Drug-Free Workplace Act, or while conducting 3M business. A report of a conviction must be made to the contingent worker's employer and 3M Human Resources within five days of the conviction.

**For Further Information**    Contact supervision or the Contingent Workforce Solutions Relationship Management team.

**Approved By**                Human Resources

**Last Revision Date**        June 2012



## 3M Contingent Workforce Electronic Resource Policy

**Applies To** This applies to all contingent workers, consultants, visitors or anyone doing business with or for 3M. As a global policy, it applies to all locations and situations where 3M business is conducted and to all company-sponsored events.

**Policy Statement** 3M's electronic resources provide many tools through which information can be shared around the globe. The efficient use of electronic resources contributes to 3M's success. It is 3M policy that the company's electronic resources be used only in ways that do not violate the law, 3M's Business Conduct Policies or 3M Information Policies. 3M contingent workers must also protect 3M electronic resources from unauthorized uses and security threats.

The term "3M electronic resources" means all electronic devices, software, systems and networks, directly or through a third party, used to transmit, receive, process or store 3M information or data. 3M electronic resources include, but are not limited to, computers, servers, databases, PDAs, telephones, wireless devices, e-mail systems, voice messaging systems, and Internet connectivity. It also includes the use of non-3M-owned electronic resources storing or connecting to 3M data. This policy applies whenever and wherever 3M electronic resources are accessed and used.

3M allows reasonable and limited personal use of 3M electronic resources by workers. Worker personal use must be occasional and brief, must not unduly burden 3M's resources and systems, must comply with all laws and 3M policies, and must not interfere with normal business activities or the worker's ability to meet job expectations. In addition, worker personal use for outside business ventures, personal financial gain is prohibited. Use of 3M electronic resources for political purposes also is prohibited.

3M reserves the right to monitor or access contingent worker communications or other materials created, received, stored, transmitted or processed using 3M's electronic resources, at any time and without notice, where there is a business reason to do so and as permitted by law. For this reason, users of 3M's electronic resources should not have an expectation of privacy in e-mails, documents, files, voice files or other communications or materials created, received, stored, transmitted or processed using 3M electronic resources, unless required by law.

### Additional Elements

#### What it means

- Use 3M electronic resources in accordance with 3M policies and applicable laws regarding information security, confidential information, regulated information, privacy, harassment, software implementation, record retention, etc.
- Take appropriate measures to protect the security, confidentiality and

integrity of 3M electronic data and information, as required under 3M policies and applicable laws. For example:

- Protect UserIDs (UPINs) and passwords for 3M electronic resources and ensure their proper use. Passwords are confidential information.
- Ensure that your workstation and mobile devices connecting to 3M networks meet corporate standards. Do not uninstall or disable 3M-provided security solutions, such as anti-virus tools, firewalls or password-protected screensavers.
- Lock workstations when left unattended.
- If using 3M electronic resources in public places, take appropriate measures to protect 3M confidential information. For example, when using your laptop computer on airplanes or in hotel lobbies, use a supported privacy screen filter.
- Use only properly licensed copies of computer software. Do not copy or use software licensed to 3M unless 3M's license from the software publisher permits the copying or use.
- Limit your personal use of 3M electronic resources. Make sure your use is occasional and brief, does not unduly burden 3M's resources and systems, complies with all 3M policies, and does not interfere with normal business activities or your ability to meet job expectations.
- Be aware that 3M reserves the right to access and monitor 3M electronic resources and use of those resources, as permitted by law.

### **What to avoid**

- Using electronic resources in a manner that violates any law or 3M Business Conduct Policy.
- Using electronic resources in a manner inconsistent with a respectful business environment or which violates [3M's Harassment Policy](#), for example, by sending offensive or harassing messages or downloading or viewing sexually explicit or other offensive material.
- More than occasional, brief personal use of 3M electronic resources.
- Using 3M electronic resources for outside business ventures or personal financial gain.
- Downloading, copying or using software or other materials in violation of copyright laws or license restrictions.
- Posting a list of passwords next to your workstation.
- Disabling any 3M-required software.
- Using the 3M email system to send personal photos or other large non-business files, which can negatively impact 3M network operations.

**Approved By** Business Conduct Committee

**Last Revision Date** August 2009

## **3M Use of Cell Phones and Other Portable Electronic Devices When Driving Policy**

### **Applies To**

All 3M U.S. employees (including employees of 3M subsidiaries who are working in the U.S.) and contingent workers who operate a 3M-leased or 3M-owned vehicle, or operate a vehicle rented through a 3M car rental supplier, or who are driving a vehicle while in the course of conducting 3M business.

### **Policy Statement**

**U.S. employees (including employees of 3M subsidiaries who are working in the U.S.) and contingent workers who operate a 3M-leased or 3M-owned vehicle, or operate a vehicle rented through a 3M car rental supplier, or who are driving a vehicle while in the course of conducting 3M business must comply with all applicable laws related to the use of cell phones and other portable electronic devices (including, but not limited to, iPods, iPads, laptops, portable GPS, etc.) or the following requirements, whichever are more stringent:**

#### **Texting / e-mailing/Entering Data/Programming:**

Texting, e-mailing, reading texts or e-mails, or entering or typing data into or programming any portable electronic device, while driving, whether or not specifically addressed by applicable law, is prohibited.

#### **Cell Phone Usage:**

Cell phones may only be used for conversation while driving when hands-free capability is installed in the vehicle, and where cell phone use is permitted by applicable law. If the vehicle is not equipped with a built-in hands-free feature, the employee must use a Bluetooth®-enabled ear-to-phone device and place or answer calls using voice activated features, or dial outgoing numbers before beginning travel.

**This policy does not apply if the cell phone or portable electronic device is used (1) for obtaining emergency assistance to report a traffic accident, medical emergency or serious traffic hazard, or prevent a crime about to be committed, or (2) in the reasonable belief that a person's life or safety is in immediate danger.**

Employees or contingent workers determined to have violated this policy are subject to appropriate discipline, up to and including termination of employment or other relationship with 3M. Drivers of Fleet vehicles (vehicles provided by 3M to sales professionals or to sites) determined to have violated this policy are also subject to the loss of the use of their company vehicle for a minimum of six months.



**For Sales Professionals with 3M Fleet Vehicles: Family Member Usage:**

For 3M sales professionals driving a 3M-leased or -owned vehicle, and who opt in to the personal use fee, 3M's Automobile Personal Use Policy and associated conditions allow a sales professional's spouse and children over the age of 21 who are living at home to drive the vehicle. However, those family members are subject to the prohibitions of this policy and, in addition, are prohibited from using cell phones, whether hands-free or hand-held, while driving, even if allowed by applicable law.

If a family member of a sales professional is determined to have violated this policy while driving a 3M Fleet vehicle, the 3M sales professional is subject to the loss of his/her company vehicle for a minimum of six months and is subject to appropriate discipline, up to and including termination of employment.

Reminder: For sales professionals who opt out of the personal use fee, family members are prohibited from using the 3M Fleet vehicle at any time.

**Safe Driving**

Every driver must put safety before other business concerns.

Drivers are strongly encouraged, at all times, to:

- Place required calls before beginning travel, or to pull over to a safe location prior to placing or accepting calls whenever possible.
- Avoid complicated, stressful, or emotional calls.
- Keep hands on the wheel and eyes on the road at all times.

**For Further Information**

Corporate Safety, 651-737-3352

EHS Work Center on 3M Source:

[http://3msource.mmm.com/wps/myportal/3M/en\\_US/EHS/](http://3msource.mmm.com/wps/myportal/3M/en_US/EHS/)

**Approved By**

Environmental, Health and Safety Committee

**Last Revision Date**

March 2013

### **3M Contingent Workforce Policies Acknowledgement**

I have reviewed the following 3M Contingent Workforce Policy documents, and I will comply with each of them:

1. 3M Contingent Workforce Violence Prevention Policy
2. 3M Contingent Workforce Harassment Policy
3. 3M Contingent Workforce Ethical Business Conduct Guidelines
4. 3M Contingent Workforce Drug & Alcohol Policy
5. 3M Contingent Workforce Electronic Resource Policy
6. 3M Use of Cell Phones and Other Portable Electronic Devices When Driving Policy

I understand that if I violate any of these policies, it may result in the end of my assignment at 3M.

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**Signature**

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**Date**

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**Printed Name**