

CONFLICT OF INTEREST POLICY

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Dunwoody. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Dunwoody's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a member of the President's Cabinet of Dunwoody as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Endorsements

Employees are not permitted to use Dunwoody's name, property, or equipment to endorse, imply endorsement of or qualify any product or service.

Employees may not enter into an agreement, sponsorship, promotion, advertising, or interview endorsing another business' service or products that allows Dunwoody's name to be used in the advertising or public notices.

Outside Employment

An employee may hold a job with another organization as long as doing so does not present a conflict of interest and as long as they satisfactorily perform their job responsibilities with Dunwoody. All employees will be judged by the same performance standards and will be subject to Dunwoody's scheduling demands, regardless of any existing outside work requirements. No outside employment may limit in any way a Dunwoody employee's ability to perform their job to the full satisfaction of Dunwoody.