



## VIP TEAM MEMBER HAND BOOK

VIRTUAL INTELLIGENCE PROVIDERS, LLC

[www.vip-global.com](http://www.vip-global.com)

110 Cypress Station, Suite 123, Houston, TX 77090

## WELCOME NEW TEAM MEMBER

We welcome you to VIRTUAL INTELLIGENCE PROVIDERS, LLC (VIP) and wish you every success here. We believe that each team member contributes directly to VIP's growth and success, and we hope you will take pride in being a member of our global team.

This handbook is designed to acquaint you with VIP and to provide you with information about working conditions, team member responsibilities, as well as some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. You will be asked to sign and return an acknowledgment form found in pages 30 & 40. This handbook describes many of your responsibilities as VIP team member and outlines VIP's expectations as your current employer. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No team member handbook can anticipate every circumstance or question about policy. As VIP continues to grow, it may need to be revised, supplemented, or rescinded policies and portions of the handbook. VIP reserves the right to do so at any time at its sole and absolute discretion. Team members will, of course, be notified of such changes to the handbook as they occur.

Please familiarize yourself with the contents of this handbook, for it will answer many questions you may have about employment with VIP. Items not discussed in the handbook may be addressed to Frank Velasco, HR manager at: [fvelasco@vip-global.com](mailto:fvelasco@vip-global.com)

We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome to VIP!

*Sonia Clayton*

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## Revision History

<b>Version</b>	<b>1.0</b>	<b>Date</b>	<b>2-20-05</b>	<b>Author</b>	<b>Francisco Velasco</b>
<b>Description of modification</b> Initial version					

<b>Version</b>	<b>1.1</b>	<b>Date</b>	<b>4-11-05</b>	<b>Author</b>	<b>Francisco Velasco</b>
<b>Description of modification</b> Updated and added additional material for changes in payroll					

<b>Version</b>	<b>1.2</b>	<b>Date</b>	<b>8-5-05</b>	<b>Author</b>	<b>Glen Bucher</b>
<b>Description of modification</b> Reformatted, Inserted: TOC, Who We Are, Mission Statement, Values, Contacts, Policies, Time Reporting, Updated Pay Periods					

<b>Version</b>	<b>1.3</b>	<b>Date</b>	<b>8-6-05</b>	<b>Author</b>	<b>Sonia Clayton</b>
<b>Description of modification</b> Travel Policy, project deadlines and schedules, International Consultant Policy, Tax Policy, Confidential Information Policy, Telecommuting Policy & Ethics Point					

<b>Version</b>	<b>1.4</b>	<b>Date</b>	<b>8-10-05</b>	<b>Author</b>	<b>Sonia Clayton</b>
<b>Description of modification</b> Final Approval					

<b>Version</b>	<b>1.5</b>	<b>Date</b>	<b>8-11-05</b>	<b>Author</b>	<b>Leica Fielding</b>
<b>Description of modification</b> Final Editorial Review					

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## HISTORY



**Sonia Clayton** formed VIP in October 2001, when her friends, colleagues and former team members were laid off from their jobs due to the economic downturn of 2001 and the aftershock of September 11th. Clayton's former team members, a team formed by PhD's, Business Administrators, graphic and instructional designers, and Systems Engineers, made up 100% of the initial VIP team.

"That is when all of us got together and decided to create VIP. Not a regular consulting company, but a 'Wal-Mart concept' in the Consulting Industry, based on quality, consistency, and reasonable cost. Unity is power and we had unity among us." The objective of the company was to provide reasonably priced IT Business Solutions, but Clayton's real business was PEOPLE. In reality, VIP has become more than just the acronym for Virtual Intelligence Providers LLC. The VIP acronym also reflects Sonia's business philosophy and practice of treating her clients and her consultants as "very important people."

Clayton drew on her years of direct sales experience to get the company off the ground. Knowing the importance of motivated and happy team members, she called them "Consultants," and from her first day in business she has treated them the way she wants to be treated. "The way I gain my team members and my clients trust is by treating them with honesty, dignity and respect. That is something every client and team member deserves regardless of rank. This group is full of energy, talent and creativity. I know they have potential, and I urge them to do their best. That is why we have been good friends for a long time. How people are treated at VIP is more important to me than Profits and Losses."

As a first time entrepreneur, Clayton borrowed \$5,000 to create the organization. IT consulting companies had already saturated the IT market. However, rather than competing directly with those firms, Clayton wanted to create a true alternative solution for her clients.

"At VIP we believe in the principles of low cost, high value, quality, and outstanding technical and customer services. We all work together. We create and find technical and cost effective, satisfying solutions for our customers. We work with great partners, building innovative and affordable project tools and solutions. We keep high standards for quality and performance by

maintaining trained and seasoned professionals on our staff, dedicated to strategizing and delivering high performance results.

That's the "secret recipe." Our low-overhead policy allows us to maintain affordable billing rates. We have lowered the cost of ERP consulting services for many organizations in the USA and in Latin America. We will give the IT world an opportunity to see what it's like to cut cost and still have a great implementation, a positive sense of accomplishment, and a true professional services consulting partner. We're proud of what we've accomplished, and we've only just begun.

"Being successful in business is not a matter of taking advantage of people who need your products or services. On the contrary, it is a matter of giving them value, care and attention, for a fair price, when they need it most." Clayton said.

Setting the tone of her company personally with hard work, Clayton maintains a cheerful, positive attitude. She makes sure negativism is out of her environment, while promoting an "I can do" attitude. She helps her consultants build confidence by empowering them to do their best.

Now in the third quarter of 2004, we have grown in less than 3 years from 1 to 55 consultants, and serve 35 Fortune 100 companies, most of which are in the oil and gas industry. Our international reach extends from our home base right here in Houston, Texas, USA, northward to Canada, eastward across the Atlantic to Spain and includes South American countries such as Brazil, Colombia, Ecuador, México, Perú and Venezuela. Among our clients are SAP Latin America, Shell International, Shell Lubricants — Pennzoil, IBM, Hewlett Packard, TYCO Electronics, Premcor Refineries, Baker Hughes International, Toyota/Lexus, CEMEX, Nexen Canadian Petroleum, Hayes Lemmerz International, Weatherford International, and Continental Airlines, as well as four other major airline carriers.

**Why have we grown so fast?** In the abruptly changing business world, which erupted with the events of September 11, 2001 came a need to minimize rates comparable to off-shoring offers, while maintaining American standards and quality, and supporting the US economy. By using Sonia's "very simple recipe," VIP was able to very quickly respond to the new market behaviors, becoming profitable during one of the most challenging years in the US economy. We optimistically implemented these six "ingredients," knowing that large and small organizations would have to look into innovative business concepts, such as the ones VIP has to offer:

1. **NEW BUSINESS TRENDS AND CHANGE MANAGEMENT:** That implied the acceptance of the new business economy variables; such as "smaller or limited IT or HR budgets" and "short term assignments"
2. **IMPLEMENTATION OF NEW EMPLOYMENT MODELS:** Low Overhead Consulting Services, Virtual/Telecommuting Project teams trained to work with standardized product development policies, and Measurable Project Models.
3. **IMPLEMENTATION OF COST CUTTING STRATEGIES:** We create and integrate solutions for our customers. We represent one single source of support for our customers and offer the first true Virtual Development project strategies to the IT and HR market. We also provide local manpower, avoiding exuberant travel or relocation

expenses, by using Remote Administration, Video-Conferencing, e-Learning, and Virtual Connectivity Models

4. **TOOLS:** VIP's product development team works earnestly in creating "Cost Cutting Tools and Applications" to help our customers achieve their goals. Our applications have been developed with "100% Customer Feed-Back", providing to the US market, needed and requested solutions in terms of technical applications, documentation, and training.
5. **BUDGETED SOLUTIONS:** To avoid having jobs go off-shore and to make positive contributions to the USA economy, VIP's business model created innovative alternatives to the new IT and HR decision makers, by offering competitive service pricing models, comparable to the off-shoring alternatives.
6. **QUALITY ASSURANCE:** VIP's quality and Customer Service is constantly recognized. Today, in the third year of operational activity, more than 30 Fortune 100 satisfied clients endorse VIP's service model.

Very simply, our ability to recognize the need for change in these areas and then to adapt to needs quickly is how "success" is spelled at Virtual Intelligence Providers, LLC.

### **Who we are and what we do?**

- Virtual Intelligence Providers, L.L.C. (VIP) is a Minority, Woman- Owned, Houston-Based, Information Technology Company
- VIP was established in September 30th, 2001
- VIP a certified as CISV, HUB & HBMC
- VIP is an Emerging 10 Award Winner –2004 (E-10)
- Our services include: IT and ERP Project Management, Change Management, Application Development, Translation and Localization, E- Learning and Technical, Documentation and Training
- VIP Trained Consultants, serve in the USA, Canada, Europe, West Africa, The Caribbean, Asia Pacific and Latin America
- VIP serves Fortune 1000 Customers
- VIP is an SAP Latin America Provider (Change Management / Documentation and Training partner).

## MISSION STATEMENT

VIP's mission is to be the first leading Virtual Solutions Provider with a cafeteria-style menu of service options, to empower our customers to produce the most cost effective solution. We provide Project Management, End-User Training, Performance Improvement Strategies and Solutions, E-Learning, Technical Writing, and IT Custom Application Development.

We will achieve the lowest cost base among our competitors through telecommuting, Virtual Project Management, and by exploiting mid-market economy behaviors. We strive to keep business simple. We will offer only "no-frills" access and the most inexpensive solutions and products. No fancy offices or utilities, no expensive printed collateral materials, no First-Class Travel, or high business development costs.

VIP's management structure is defined as a "flat organization," thus no overhead is added to our operational costs. Our business model and virtual operations provide us with the flexibility to offer cost-effective solutions to our clients. VIP's competitive business practice and virtual operations also translate into fair compensation for our consultants.

We will minimize labor-intensive processes through virtual collaboration, outsourcing, automation and tool recommendation and utilization. We will develop a strong people culture. Our staff's interests are aligned with those of our customers, thereby creating a profitable business and long-term value.

# VALUES

At VIP, we're committed to achieving our mission. This requires great people who are bright, talented, creative and energetic, and who share the following values:

## **Honesty and Integrity**

- Following the highest ethical standards
- Doing what we say we'll do
- Maintaining an open and honest communication with our partners and customers Being honest as we work together
- Recognizing where we need to improve and working together to improve our solutions

## **Excellence**

- Willingness to take on big challenges and accomplish them with excellence
- Working with true passion for customers, partners, and technology
- Doing each project right and continuously improving how we work
- Having or developing the right skills
- Constantly adapting the most effective new technologies
- Conducting sound operations in the most cost-effective ways

## **Trust, Dignity and Respect**

- Meeting our commitments to our customers, partners and each other
- Maintaining our reputation for reliability and integrity in our performance and our business practices
- Treating others with respect and good will
- Assigning high personal value to our partners, customers, and team members

## VIP CONTACTS

### **Headquarters contacts in Houston:**

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# POLICIES

## Antitrust Policy

It is the undeviating policy of VIP to comply strictly with the letter and spirit of all federal, state and applicable internal trade regulations and antitrust laws. Any activities of VIP or actions of its staff, officers, or managers, which violate these regulations and laws, are detrimental to the interests of VIP and are unequivocally contrary to VIP policy.

Implementation of the antitrust compliance policy of VIP shall include, but shall not be limited to, the following:

- a) All activities or discussions shall be avoided which might be construed as tending to: raise, lower, or stabilize prices, monopolization, or in any way violate federal, state or applicable international trade regulations and antitrust laws.
- b) No officer, or manager of VIP shall make any representation in public or in private, orally or in writing, which states, or appears to state, an official policy or position of VIP without specific authorization to do so.
- c) Managers, or team members who participate in conduct, which the President determines to be contrary to the VIP antitrust compliance policy, shall be subject to disciplinary measures up to, and including termination.

## Employment At-Will Policy

The purpose of this policy is to confirm a policy for at-will employment for all team members except any team member on a valid written contract during the period of the contract.

Virtual Intelligence Providers is an “Employment At-Will” company. This means that once hired, a team member serves at the pleasure of Virtual Intelligence Providers. Discontinuance of employment may occur at any time, with or without cause, at the discretion of Virtual Intelligence Providers.

Virtual Intelligence Providers’ policies and procedures:

- a) are subject to change without prior notice;
- b) do not in any manner constitute the terms of an employment agreement, express or implied;
- c) do not create a property right; and
- d) prohibit all team members, other than the President, from entering into a contractual agreement regarding employment with any other team member or individual.

Supervisors and all other Virtual Intelligence Providers managers involved in the hiring process are not authorized to make any statement providing any assurance of job security or continued employment to present, prospective or newly hired workers. Similarly, in their dealings with team members, managers and supervisors are not authorized to make any promises or

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assurances of continued employment in the event of satisfactory performance, or under any other circumstances. Only the President is authorized to enter into an employment contract with any team member. Any such contract shall be in writing. No oral agreements shall be binding on Virtual Intelligence Providers.

## **Compliance with the Law Policy**

Team members and consultants shall not post, transmit, re-transmit or store material on or through any of VIP's systems or products that:

- a) is in violation of any local, state, federal or United States law or regulation;
- b) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"); or
- c) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for their use.

## **Equal Employment Opportunity Policy**

It is VIP's policy to provide equal opportunity for any team member or applicant for employment, regardless of race, sex, color, handicap, national origin, religion, creed, age, marital status, veteran status, or any other basis prohibited by law. VIP will continue to hire and develop the best people it can find, basing its judgment on job-related qualifications, thereby rejecting artificial barriers or attitudes in all its employment and personnel practices.

This policy applies to all areas of organizational activity and Human Resources Administration; including, but not limited to, hiring, job assignment, opportunities for training and development, pay, promotions and demotions, layoff and termination, ethics, and standards of personal conduct.

## **American with Disabilities Act Policy**

In accordance with Title I, Employment, of the Americans with Disabilities Act (ADA), VIP will not discriminate against any qualified individual with a disability because of the disability of that individual; in such matters as job application procedures, hiring, advancement or discharge practices, compensation, job training, or other terms, conditions, and privileges of employment.

## **Sexual Harassment Policy**

Sexual harassment at VIP is strictly prohibited. Violation of this policy could end up in termination.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when

- a) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- b) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

It is also a violation of this policy for any team member to retaliate in any way against any person who reports or cooperates in an investigation of an alleged violation of this policy. No supervisor or manager has the authority to deprive any individual of any tangible job benefit in retaliation for that person making a complaint or assisting an investigation of a complaint under this policy. Any threat of retaliation or attempt to do so should be reported immediately.

Violations of this policy by a team member, whether directed at another team member, an applicant for employment, or a contractor or business visitor, is grounds for disciplinary action, up to and including immediate termination.

**Action Items:**

- a) All complaints of violations of this policy will be promptly investigated, and corrective action will be taken as determined by VIP to be appropriate under the circumstances.
- b) All complaints under this policy are considered confidential, and all team members involved in the complaint or investigation are expected to take reasonable steps to protect the privacy of the individuals involved.
- c) If the complaint is against an immediate supervisor, the person filing the complaint should forward the complaint to the next administrative level.
- d) Team members who feel aggrieved because of sexual harassment have an obligation to communicate their problem immediately to the Human Resources manager.

## **Workplace Violence Policy**

The safety and security of VIP's team members, contractors, customers and visitors is extremely important in how our daily business is conducted. In order to maintain a safe working environment for all those who help us in our daily business, VIP has a strict policy surrounding the issue of workplace violence.

Workplace violence is defined as any action by a co-worker, supervisor, manager, customer, client or other third party that either threatens to commit, attempts to commit, or commits an act with the intent to create physical harm to another while in the workplace.

Any person who makes threats, exhibits threatening behavior, or engages in physically violent acts on property owned, leased, managed or otherwise controlled by VIP, will be removed from the premises pending the outcome of an administrative investigation.

Violations of this policy will lead to corrective disciplinary action that may include termination, arrest, and prosecution. As a team, we are all responsible for helping to make VIP a safe place to work. If you are aware of any acts defined as workplace violence that are directed toward

you, or that you witness, or that are reported to you, please notify your supervisor or police immediately.

## Personal Appearance Policy and Dress Code

VIP's goal is to maintain a professional image. We have adopted a dress code that shows respect for our customers and reflects our professional attitude. VIP's office culture has a year-round "business casual" dress policy that is designed to give people flexibility in their choice of attire and provide more comfort at work than a traditional policy. However, while visiting VIP customers for Business Development purposes or during announced customer visits VIP personnel must display a professional image.

On site project work or visits may require the use of customer's safety uniforms and/or safety clothing that VIP team members are required to wear. Team members are expected to present a clean, neat appearance and dress according to the requirements of their positions. Team members that appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. If inappropriate attire becomes a persistent issue, team member is subject to termination.

Please check with your supervisor or project manager if you have questions as to what constitutes appropriate attire.

### Inappropriate dress code items include but are not limited to:

- Jersey tank-tops, spaghetti strap tops, transparent attire, sweatpants, shirts without collar, blue jeans, tennis shoes, etc.
- Shorts that are cut-offs or those that are made of spandex are not allowed. Pants must fit neatly and be worn at the waistline, and they must be hemmed.
- Team members shall not wear clothing or any item that advocates or advertises tobacco products, alcoholic beverages, drugs, obscenities, or any illegal substances. Team members shall not wear clothing or items that advocate or depict the occult or racist organizations or symbols (i.e. swastikas). All shirt hems should overlap the waistband of skirts, shorts or pants. No bear midriff. T-shirts should be no longer than the finger tips when the fingers are extended straight down the side of the leg (i.e. no oversized t-shirts).
- House shoes, flip-flops, slippers, or "heelies" or any shoes with rollers are not allowed.
- Team members must wear soled footwear at all times. Safety footwear required at project site, such as steel toes is Mandatory
- Ragged or intentionally torn clothing is not allowed.
- Clothes that raise questions as to whether the clothing item is within the policy may be prohibited.

## **Guidelines for Grooming:**

### 1. Hair:

- A clean, natural-looking and neatly groomed hairstyle is expected.
- Startling and unusual hairstyles are not permitted.
- Hair must be of a natural color. Fashionable extreme colors are prohibited
- Symbols, numbers, or letters (that are deemed inappropriate).

### 2. Body piercing:

- No visible body piercing (other than female earrings) or tattooing of any type is allowed. This includes: face and tongue piercing

### 3. Perfumes, Colognes, and Body Odors:

- VIP seldom receives calls pertaining to this topic; however, we consider this topic an important item. Wearing perfume or cologne, which may or may not be overpowering may cause other team members and even clients allergic reactions. Be sensitive to other peoples needs.
- Body odor calls for a scent-consciousness attitude that requires self-examination and correction of this condition. Shower and on daily basis is required.
- Be sensitive to other's feelings and remember that the goal is to get everyone to be productive.

**First day meetings or client introduction meetings:** If a team member is attending a first client meeting, a project alignment or project initiation meeting, project team member is expected to report in professional business attire. During the meeting project team members should gain a better understanding of the customer's expectations in terms of dress code. NEVER MAKE THE ASSUMPTION of casual dress code!

### **Policy Enforcement:**

It is the responsibility of all team members to administer dress and grooming guidelines. It is understood that good judgment is necessary. Consistent, fair, and equitable enforcement of standards, while protecting the dignity of individual team members, shall be practiced.

## **Standards of Conduct Policy**

VIP expects its team members to treat its property, and other team members with respect, integrity, and honesty. Team members are expected to do their part to create a supportive, effective, and professional work environment. Listed below are examples of behavior that VIP considers unacceptable conduct for a team member while on company property or representing the company.

The list below is representative, not all-inclusive.

- a) Possession of firearms or other dangerous weapons on site
- b) Workplace violence
- c) Possession of illegal drugs or alcohol or being under the influence of illegal drugs or alcohol
- d) Insubordination
- e) Gambling

- f) Disorderly conduct
- g) Harassment of another team member, including sexual harassment
- h) Offensive language or conduct
- i) Damaging company property or the property of other team members
- j) Violation of safety rules

Any form of misappropriation, falsification, fraud, theft or dishonesty

The principal purposes of discipline are to correct behavior that adversely affects other team members or VIP and to maintain an efficient, safe, and productive work environment. VIP does not seek to impose arbitrary restrictions on those team members who recognize and regularly practice the commonly accepted standards of good citizenship, courtesy, good manners, and plain common sense. Rather, VIP, through the exercise of appropriate discipline, shall define and protect the rights of all team members.

VIP generally uses a progressive method of discipline. However, it is recognized that some acts and/or the severity of an act may itself warrant a final written warning or discharge. In those serious cases, progressive discipline will not be followed. The progressive steps for discipline are:

- a) Oral warning
- b) Written warning(s)
- c) Discharge

## **Conflict of Interest Policy**

No team member shall use their employment to obtain unauthorized privileges, benefits, or items of value for oneself or others. Team members are required to take the initiative to disclose and request prior approval before entering into any activity or situation that may involve, or appear to involve, a conflict of interest or other potentially incompatible obligation. Such a relationship includes consulting or other outside employment, a relationship defined as a related-party interest, or any other relationship that results in a gift or other benefit to the team member.

Although VIP depends upon the integrity and discretion of its staff with respect to actual or apparent conflict of interest, all VIP team members are subject to the prohibitions of state law and applicable federal guidelines. Guidelines to avoid conflict of interest include the following:

- a) No team member shall solicit, accept, or agree to accept any privilege, benefit or item of value for the exercise of his or her discretion, influence or powers as a team member except as allowed by law.
- b) No team member shall accept any privilege, benefit or item of value that might influence him or her in the discharge of his duties as a team member.
- c) No team member shall use his or her position to secure special privileges or exemptions for himself or herself or others, except as is allowed by law.
- d) Any team member who is an officer, agent, team member or member of, or owns a significant interest in any entity doing business with any component of VIP, must disclose such relationship in writing.

- e) No team member shall accept employment or engage in any business or professional activity, which might require or induce him or her to disclose confidential information acquired by reason of his/her VIP position.
- f) No team member shall disclose confidential information obtained during the tenure of his or her VIP position nor shall he or she otherwise use such information for his or her personal gain or benefit.
- g) No team member shall transact any business for VIP with any entity of which he or she is an officer, agent, team member, or in which he or she owns a significant interest.
- h) No team member shall make personal investments in any enterprise, which might create a substantial conflict between his or her private interests and VIP's interests.
- i) No team member shall accept other employment, which might impair his or her independence or judgment in the performance of his or her VIP duties.
- j) No team member shall receive any compensation for his or her services from any source other than VIP except as allowed by law.
- k) No team member who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions shall solicit, accept or agree to accept any benefit from a person or entity.

VIP team members are required and expected to take the initiative to disclose and request prior approval before entering into any activity or situation that may involve, or appear to involve, a conflict of interest or other potentially incompatible obligation. Such a relationship includes consulting or other outside employment, a relationship defined as a related-party interest, or any other relationship that results in a gift or other benefits to the team member.

Consulting and outside employment: For the purposes of this policy, activities undertaken for remuneration from a third party when the activity is within the scope of activities, functions, or expertise for which the individual is compensated by VIP. This definition does not include unpaid public service or lectures for fees, unless these activities require significant amounts of time or otherwise adversely affect the team member's performance of VIP duties.

## **Computer & Electronic Security**

VIP provides controlled, legitimate access to resources through the issuance of user ID's and passwords. It is the team member's responsibility to keep their passwords secure and to update them periodically.

All electronic and telephone communications using VIP's computer network, electronic mail, voice mail, or any other systems owned, licensed or operated by VIP are considered VIP business records and, therefore, VIP property.

These systems are to be used solely for business-related purposes. Team members should have no expectation of privacy in connection with the use of this equipment or the transmission, receipt, or storage of information using this equipment. Although incidental and occasional personal use of VIP's communication systems is permitted, users automatically waive any claims to privacy.

## **Drug and Alcohol Free Workplace**

It is our policy to maintain a safe, healthy and productive work environment for all of our team members. It is also our policy to maintain the integrity and security of our client's facilities and to perform all of these functions in a style consistent with the interests and concerns of the communities in which we operate.

In pursuing these goals, team members will be subject to post-accident testing if management believes there is reasonable suspicion that a team member is under the influence of drugs or alcohol. In addition, team members may be required to pass a controlled-substance test as a requirement for continued employment.

Some team members whose employment is subject to state and federal laws may be required to take intermittent or periodic drug tests. Feel free to discuss this with your supervisor. Any team member who refuses to submit to a required drug/alcohol-screening test or who tests positive will be subject to immediate termination.

Any team member who uses VIP's client facilities to buy, sell or consume alcohol or drugs, is subject to immediate termination.

Any team member, who uses VIP's or VIP client's equipment and Internet access to buy, sell, or distribute alcohol or drugs, is subject to immediate termination.

## **Loss Prevention Policy**

When you accept a position with VIP, you accept the responsibility to protect VIP's assets – its merchandise, equipment and supplies. This responsibility belongs to all of us. To fulfill this obligation, you must follow all policies and procedures.

While incidents of team member theft are infrequent, the possibility exists that you may witness or suspect another team member of dishonesty. Should this occur an immediate report must be filed, and reporting of incident to direct supervisor must occur as soon as possible. Such reports will be held in strict confidence. Failure to report known or suspected incidents of theft may result in disciplinary action up to and including termination.

If the loss of VIP's work equipment occurs during travel or on project site, a police report must be filled immediately after the incident and copy of this report must be sent to VIP's HR office.

Careless handling or mishandling of VIP's equipment could result in payroll deductions equivalent to the value of the lost or damaged item(s).

## **Safety Policy**

Safety is the most essential part of any job or activity performed at VIP. We consider no job successfully completed if performed in an unsafe manner.

It is the policy of VIP to provide and maintain a safe and healthy working environment. It is your responsibility to work in a safe manner and to report known safety hazards or injuries to your supervisor immediately. It is the expectation of VIP that all team members comply with local, state, and federal safety and health regulations.

Any violations of established safety procedures and practices will be reviewed. Team members will also be held accountable for careless acts that they commit.

Any equipment accidents or injuries at work MUST be reported immediately to your supervisor. An investigation will be conducted to determine the cause of the incident and hopefully prevent it from occurring again in the future. Failure to report an accident or injury may result in disciplinary action.

## **Non-Compete Policy**

In consideration of employment given, team members and contractors covenant that during the term of their service with VIP, and for a period of 12 months following their termination of service with VIP, they shall not directly or indirectly, acting individually or on behalf of another person, firm, corporation, partnership, joint venture, association or other entity whatsoever, enter into employment of or render any services, whether directly or indirectly, to any person, firm, corporation, partnership or entity of any kind which is a current or anticipated client of VIP for which/whom they performed services.

## **Intellectual Property Policy**

VIP owns the intellectual property created by its team members if any of the conditions stated below exist:

- a) If intellectual property is created by an team member within the scope of employment;
- b) If intellectual property is created on VIP time, with the use of VIP facilities or financial support;
- c) If intellectual property is commissioned by VIP-
  - a. pursuant to a signed contract; or
  - b. if it fits within one of the nine categories of works considered works for hire under copyright law.

A team member owns intellectual property when the following conditions are met:

- a) If it is unrelated to the team member's job responsibilities and the team member made no more than incidental use of VIP resources; or
- b) If it is an invention that has been released to the inventor in accordance with VIP permission; or
- c) If the intellectual property is embodied in a professional-authored scholarly, educational (i.e. course materials), artistic, musical, literary or architectural work in the author's field of expertise (from here on, a "scholarly work"), even though such a work may be within the scope of employment and even if VIP resources were used -

- UNLESS it is a scholarly work (i) created by someone who was specifically hired or required to create it or (ii) commissioned by VIP, in either of which cases, VIP, not the creator, will own the intellectual property.

The copyright in and associated with all material, including without limitation all informational text, photographs, illustrations, artwork, software, music, sound, photographs, graphics, audio, video, messages, files, documents, images or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works, is held by VIP or by the original creator of the material and is protected by copyright, trademark and other intellectual property laws. VIP disclaims any proprietary interest in trademarks, service marks, logos, slogans, domain names and trade names other than its own. Trademarks, logos, images and service marks (the "Marks") displayed on VIP Materials are registered and unregistered Marks of VIP.

## Mandatory Reporting

### Absence/ Training Leave of Absence

All vacation time taken or other planned time off requests for 3 or more days must be submitted and approved at least 30 days prior to the beginning of the requested time off. Reports for unexpected time off (illness, family emergency, etc) must be completed no later than the end of business on the day you return to work.

Last Name	First	Middle
-----------	-------	--------

Dates Absent	
From:	To:

Reason for Absence:

- |  |  |
|--|--|
| <input type="checkbox"/> Illness         | <input type="checkbox"/> Holiday               |
| <input type="checkbox"/> Vacation        | <input type="checkbox"/> Jury-Duty             |
| <input type="checkbox"/> Personal Time   | <input type="checkbox"/> Suspension            |
| <input type="checkbox"/> Family Death    | <input type="checkbox"/> Leave Without-Pay     |
| <input type="checkbox"/> Accident On Job | <input type="checkbox"/> Other (explain below) |
| <input type="checkbox"/> Training        |  |

Explanation:

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Was Absence:

- |                                |                                  |                                    |
|--------------------------------|----------------------------------|------------------------------------|
| Expected in Advance?           | <input type="checkbox"/> Yes     | <input type="checkbox"/> No        |
| Reported on First Date Absent? | <input type="checkbox"/> Yes     | <input type="checkbox"/> No        |
| Considered by Supervisor As    | <input type="checkbox"/> Excused | <input type="checkbox"/> Unexcused |
| To Be Paid                     | <input type="checkbox"/> Yes     | <input type="checkbox"/> No        |

Supervisor Signature	Date
----------------------	------

## VIP Pay Day Policy

Virtual Intelligence Providers process team member's paychecks twice monthly. Pay periods each month are the 1st through the 15th and the 16th through the last day of the month. Payday will fall on the Monday following the 15th and last day of the month. If Monday is a holiday, payday will be on Tuesday instead. In the event the end of the pay period falls on a weekend or holiday, the timesheet must be submitted on the last workday of the pay period.

Although all timesheets will require an approval signature from the client, timesheets must be turned in on the last day of the time-period with or without an approval to insure timely payroll processing. If an approval was not obtained on the timesheet due date, please follow up as soon as possible with an approved timesheet. Please email timesheets to [time@vip-global.com](mailto:time@vip-global.com). Since a client signature is ultimately required, you may submit the signed timesheet in one of the following ways:

1. Email a scanned image of the timesheet to [time@vip-global.com](mailto:time@vip-global.com),
2. Fax timesheet to 281-350-9873
3. Regular mail delivery to:

Virtual Intelligence Providers, L.L.C.  
110 Cypress Station, Suite 123, Cypress Court Building  
Houston, TX. 77090

VIP will, at your request, deposit your paycheck into a pre-determined bank account on the pay date indicated above. Otherwise, the check will be mailed out on the pay date.



# VIP Time Reporting

## Administrative Timesheet

Consultant Name: _____	Project Name: _____
Telephone Number: _____	Customer: _____
Team member Number: _____	Location: _____
E-mail Address: _____	Purchase Order No.: _____

To record time, double click on the spreadsheet table below. The time reporting periods are the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the last day of each month. Enter the date, description of work performed and number of hours. Insert additional rows as needed

Date(s)	Description of Task(s) Performed	Hours
---------	----------------------------------	-------

0

<b>Total (hours per pay period)</b>	<b>0</b>
-------------------------------------	----------

VIP Management  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

VIP Consultant  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Email this timesheet to your project leader for signature approval**  
 Copy: [Time@vip-global.com](mailto:Time@vip-global.com)



## Bi-Monthly Time Verification

**Project Timesheet**

Consultant Name: _____	Project Name: _____
Telephone Number: _____	Customer: _____
Employee Number: _____	Location: _____
E-mail Address: _____	Purchase Order Number: _____

Double click on calendar below to record days worked. The reporting time periods are the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the last day of each month. The time calendar below supports the reporting of both on-site and virtual hours. List the on-site hours under the heading **O** and the Virtual hours under the heading **V**. Please modify the dates on the calendar to reflect the days of the pay period.

**Reporting Period: 07/16/2005 to 07/31/2005**

Sun		Mon		Tue		Wed		Thu		Fri		Sat	
O	V	O	V	O	V	O	V	O	V	O	V	O	V
													16
17		18		19		20		21		22		23	
24		25		26		27		28		29		30	

**OnSite Hours:    0**

**Virtual Hours:    0**

**Client Project Manager**

**VIP Consultant**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**Email this timesheet to your project leader for signature approval**  
 Copy: [Time@vip-global.com](mailto:Time@vip-global.com)

## Project Deadlines and Schedule Policy

VIP team members may know that if their managers and supervisors give them specific deadlines, follow-up must happen and deadlines must be met according to expectations.

VIP team members are responsible for meeting deadlines and for providing faithful follow-up. **Pre-delivery follow-up** must occur within three days of task's assignment deadline, and final delivery must occur timely on predetermined deadline date and hour.

VIP Project Managers will do their work as efficiently and effectively as possible, giving team members reasonable deadlines making it possible for them to do their work. When deadlines are tight, it is even more important to follow-up with the client and also advise VIP operations manager of the situation.

VIP Project Managers must follow up politely, but follow up firmly and faithfully. This alerts the team member of the importance of the task at hand.

At VIP, deadlines and follow-up habits become the norm and team members learn that deadlines must be met timely, and that poor project deadline work habits are a direct measure of their productivity -- and their effectiveness --. Failure to comply with project deadlines could result in immediate termination.

## Telecommuting Work Policy

In line with our service offer, the nature of services thereof, our concept of flexibility, and our adaptation to new technologies and work formats, VIP may require, that our professionals work in a virtual setting, otherwise know as **Telecommuting**.

**Telecommuting** entails a work-at-home arrangement or a remote-access arrangement for all or at least part of the workweek on a regular basis. In general, telecommuting is a privilege granted, under appropriate circumstances, to seasoned professionals/team players whose skills, industry exposure and knowledge are suited to such an arrangement. In certain cases, telecommuting may be a requirement of an assignment or project opportunity, and professionals will be so notified at the outset of assignment, or even while in the course of project-related activities, depending on the requirements set forth by VIP's Client(s).

All aspects of the standard contractual and team relationship will be in place while working in a virtual attendance format. However, certain expectations should to be emphasized:

1. VIP team member(s) shall deliver advice, provide services, go about routines and tasks, generate documentation, reports, materials, training deliverables or any other, with the same level of skill, expertise, accepted industry standards, enthusiasm, courtesy and integrity assigned to a "live" type of work setting.
2. Team member(s) shall comply with all regulations, schedules, rules, laws, safety and security protocols or professional standards exacted from them, as if working in a traditional (physical attendance) setting.
3. The reporting instances for a *telecommuting* assignment shall be the same as those found in a standard work arrangement.
4. Accuracy and honesty in reporting billable hours and project activities is a **MUST**. Non-compliance, or perceived dishonesty in reporting aspects constitute grounds for dismissal. VIP retains the right to, at its sole discretion and by any legal means it sees fit, monitor, control or track project or assignment –related activities and variables, as well as the overall performance of individual professionals assigned to them.
5. The safeguarding of access-related information (passwords, usernames, aliases), as well as the integrity and confidentiality ascribed to materials and equipment received, or given access to, is of the utmost care and importance. As in the preceding numeral, breaking such level of Client's trust, and exposing, inadvertently or otherwise, aforesaid information or equipment to unauthorized parties shall, unmistakably, be cause for immediate termination.
6. At the end of an assignment, all materials, equipment or data entrusted to professionals shall be given back to VIP or VIP's Client(s).
7. The nature, conditions, tasks, responsibilities and expectations of a virtual project shall be consigned, as with any other assignment, in the corresponding Statement of Work or SOW.
8. Typically Telecommuting project rates will be paid at a lower rate (\$10 p/h less than the normal On-site rate) and when time report is completed VIP team member must report the hours as "**VIRTUAL HOURS.**"

## DISTRIBUTED WORK POLICY

(Project down time- Working VIP office hours)

Drawing on advances in technology, VIP promotes a variety of remote forms of work. One of the ways team members can help VIP meet its operational challenges is by requesting remote work from VIP office during project down times.

Team members can work from home different VIP office assignments, to include, reporting, staffing and recruiting, internal policy documentation, creation of new sales power points, editing, translations, peer training, sales cold calling, etc.

Time must be reported to [time@vip-global.com](mailto:time@vip-global.com) utilizing the VIP time reporting. VIP HR manager must approve all administrative timesheets, so HR manager must be copied on timesheet report. Hours not approved by HR manager will not be paid timely.

The approved hourly rate for VIP office hours shall not exceed \$12 p/h.

Assignments maybe requested from VIP HR manager [fvelasco2@vip-global.com](mailto:fvelasco2@vip-global.com) or from Sonia Clayton at [sclayton@vip-global.com](mailto:sclayton@vip-global.com)

# Travel Policy

## TRAVEL STATUS

Team members are on travel status while away from headquarters on authorized business. Travel status begins when team members leave headquarters, their residence, or other authorized location to go directly to their “out of state” work destination. Travel status ends when team members return directly to headquarters, their residence, or other authorized location after completing VIP’s business.

## EXPENSES

Miscellaneous and reasonable business expenses incurred while performing official duties in travel status are reimbursable to a traveler who is on per diem or the actual expenses incurred basis (receipts required).

### Reimbursable Expenses

- Actual and reasonable meals if not on a per diem basis (within limitations set forth in this section)
- Toll charges, parking fees, ferry fees, bridge, road, and tunnel fees
- Rental of room for VIP business (Hotel)
- Passports and visas (for international projects, with base outside USA requiring a visa)
- Registration fees, if the purpose of travel is attendance at conferences or official meetings
- Word processing, facsimile, photocopying, and typing services, if project site does not have the means to support this need.
- Taxis
- Transportation for meals/lodging (when the traveler's location is such that suitable meals and/or lodging cannot be obtained within reasonable proximity of the traveler's location), to/from terminals, within/around official headquarters, to/from official headquarters

### Non-Reimbursable Expenses

- Alcoholic beverages
- Coat check
- Collision damage waiver (rental car)
- Commuting expenses between a team member’s residence and their headquarters
- Entertainment
- Keys locked in personal automobile

- Late check-out and room guaranteed charges
- Laundry and dry cleaning
- Living expenses at official headquarters
- Parking tickets or other traffic fines
- Personal automobile accident insurance
- Spouse/family travel expense
- Tobacco products
- Towing personal automobile
- Travel insurance
- H1 or TN (or any kind of work authorization for USA) visa renewal fees
- Loss of personal items
- Travel time to and from worksite

## **TRAVEL REIMBURSEMENT LIMITATIONS**

### **Lodging Allowances**

- Each team member is to request the lowest available rate, for air travel, ground transportation, and hotel accommodations, when making reservations. Certain hotels and motels offer special reduced rates to contractors assigned to specific projects. Ask for Corporate discounted rates.
- Lodging reimbursement requires receipts and is limited to actual cost of accommodations.

### **Travel Time**

- “Travel time” is not to be construed as “billable time” unless otherwise specified.

## Per Diem Allowances



## Domestic Travel

Per Diem is the daily travel status meal allowance including taxes and tips. The per diem allowance for in-state travel is \$30.00. For out-of-state domestic travel the allowance is \$35.00.

Per Diem reimbursement for days of departure and return is calculated on four six-hour quarters (see figure above).

Receipts are not required to support payment of per diem. If the team member leaves home within a certain quarter, begin counting at that quarter. Each quarter includes any travel time within that quarter.

## Foreign Travel

The preferred reimbursement method for approved VIP team members in foreign business travel is to use the [U.S. Department of State Foreign Per Diem Rates](#). The foreign travel per Diem allowance is a payment in lieu of reimbursement for actual subsistence expenses. It is provided to VIP team members for daily expenses while on temporary travel status in foreign localities on official VIP business.

Separate amounts are established for lodging and meals plus incidental travel expenses. The maximum lodging amount is intended to substantially cover the cost of lodging at adequate, suitable and moderately priced facilities.

## Travel to Alaska, Hawaii, and United States Possessions or Territories

Travel to the states of Alaska and Hawaii and all United States possessions or territories are considered **domestic** travel, not foreign travel. Per Diem lodging allowances must be calculated at the out-of-state rates, as listed above.

## Transportation

Types of transportation authorized for VIP business travel include automobiles, commercial aircraft, railroads, airlines, buses, taxicabs, and other usual means of transportation. Transportation costs may include fares and other items in connection with transportation such as baggage transfer.

## Mileage

**Privately owned vehicles** – Team members using private vehicles on VIP business must be licensed and carry the minimum insurance required by the Illinois Vehicle Code, 625 ILCS 5/7-203 (1998). These facts must be certified on the travel voucher form when seeking reimbursement.

Team members may be reimbursed at 37.5 cents per mile (for travel before or on June 30, 2005) and 40.5 cents per mile (for travel on or after July 1, 2005).

## Car Leasing

**Rented automobiles** – When using rented vehicles, team members must obtain the most economical vehicle available that is suitable for VIP business. The collision damage waiver and personal accident insurance on rented vehicles are not reimbursable.

**Car Rental** - VIP team members must work with client's preferred car rental agencies.

**Taxicab and airport shuttle/limousine fares** – Reimbursement is allowed for incurred fares in the efficient and most economic pursuit of VIP business. VIP team members may submit receipts to claim reimbursement for all taxicab and shuttle/limousine fares of more than \$10.

## Preparation of Travel Expense Reimbursement Form

All claims for the reimbursement of expenses for approved VIP business travel (including conferences and official meetings) are made on the **VIP Expense Report Form**. Travel reimbursement forms must be submitted promptly, preferably within 30 calendar days, but no later than 60 days, upon completing the travel. If the travel reimbursement form is not submitted within 60 days of the completion of travel, the reimbursement is considered taxable income to the traveler, unless a reasonable justification for an exception is presented. If a reasonable justification for an exception is not submitted or not approved, the reimbursement amount will be submitted to VIP Payroll as taxable income and included on the team member's 1099 form. The VIP travel expense report form may be requested from VIP's HR office: [fvelasco@vip-global.com](mailto:fvelasco@vip-global.com)

A reasonable exception depends on the facts and circumstances of the situation; however, if the situation involves (1) unforeseen circumstances or (2) circumstances that prohibit the submission of travel reimbursements within 60 days from being reasonable, most likely a reasonable exception will apply. Examples of reasonable exceptions include: (1) due to unforeseen circumstances, the traveler was not able to submit a request for his/her reimbursements because of an illness, a death in the family, or acts of mother nature, (2) the traveler was out of the country for an unexpected extended period of time and was unable to

submit receipts and a request for reimbursement within the specified time frame, or (3) the traveler was on travel status for a significant period of time and he/she was not in the office long enough to submit a request for reimbursement within 60 days of incurring the expense(s). All expense report forms must be submitted along with required, supporting documentation.

However, if a travel advance was provided, the settlement travel claim must be submitted within 15 days of return. All supporting documents and required original receipts must be attached to the VIP expense report form. All travel reimbursement forms must be signed by the team member (traveler's certification) who traveled and the team member's project manager, department head or authorized delegate.

Team members are personally responsible for their travel arrangements, unless otherwise indicated. Improper or inadequately supported travel claims cannot be paid and may delay the reimbursement process.

Travelers must not claim reimbursement for any item of expense that is billed directly to the Client (hotel, airfare or transportation, etc.)

if two or more team members are traveling together, each team member must claim their reimbursable expenses on separate travel reimbursement forms. VIP team members are normally responsible for their own expenses. Project Managers or Project Leads should not impose travel conditions on their team members or peers. Any irregularities related to this travel policy must be reported directly to the Human Resources office.

# International Consultant Policy

## International team members working in USA

VIP may have the need to utilize international resources to support a variety of project needs. If a project timeline exceeds the 90-day limit, VIP will endorse the team member's visa process; however, the international team member is charged with the following responsibilities:

1. Processing and understanding all necessary requirements to work in USA
2. Accurate preparation and filing of paper work
3. Timely follow up with consulate or embassy appointments
4. Fee's and charges related to visa processing
5. Expiration dates and renewal fees
6. Appropriate tax declarations and filings
7. Once in USA territory, VIP team member is responsible for obtaining appropriate and valid picture ID's and Social Security Card

## US based team members traveling overseas

VIP may have the need to utilize US based resources to support a variety of international project needs. VIP will endorse the team member's visa process, however, the international team member is charged with the following responsibilities:

- a. Processing and understanding all necessary requirements to work in the target country
- b. Accurate preparation and filing of paper work
- c. Timely follow up with Consulate or Embassy appointments
- d. Fee's and charges related to visa processing
- e. Expiration dates and renewal fees
- f. Appropriate tax declarations and filing in foreign territories
- g. Tax filing as required by project assigned country
- h. Contact VIP HR office and notify emergency contact numbers
- i. VIP team member will establish local phone, fax and e-mail contacts and report them to VIP's HR office.

Once in foreign territory, VIP team member is responsible for obtaining appropriate and valid local identification cards.

## **Tax Policy**

In the capacity of Independent Contractors (1099 IRS format), all VIP Team Members are fully responsible for filing their own taxes, and honoring any dues thereof. Thus, our professionals or contractors acknowledge and agree to hold Virtual Intelligence Providers, L.L.C. not liable, under any circumstances, for any US or foreign Tax Code violation, misrepresentation in filing, or failure to accurately, timely and appropriately report salary, fees, incentive bonuses or any other income perceived as part of, or derived from, a contractual engagement held while in the service of VIP.

Furthermore, VIP professionals or Team Members promise to prevent or to address themselves, on their own means, time and resources, any problems, taxation audits, or litigation(s) stemming out of the above described, or similar scenario(s).

All Team Members or Professionals under a contractual relationship with Virtual Intelligence Providers, L.L.C. acknowledge that taxation-related information and advisory is readily available to them, either locally or virtually, and that they have unrestricted access to such resource(s). Team Members or Professionals agree to refer themselves to such instances in case of litigation, discharge of liabilities or clarification to fiscal authorities, whether in the United States of America or abroad.

## Confidential Information Policy

“*CONFIDENTIALITY*” is, for the purpose of a contractual relationship with Virtual Intelligence Providers, L.L.C.:

**1. The expectation and consequent promise** by professionals offering or committing their services to Virtual Intelligence Providers, L.L.C., to not reveal, any information, material, devices, designs, procedures, equipment data, or processes acquired while carrying out a professional activity. Any such items received, whether done or revealed, will be kept absolutely private.

**2. The expectation and consequent promise** by professionals offering or committing their services to Virtual Intelligence Providers, L.L.C., to not make available, to outside parties, e.g., the general public, the media, etc., because of its commercial or industry sensitive nature, any material(s), detail(s), intent(s) or ultimate purpose(s), concerning national security, the commercial or operational interest of an organization, corporate client or individual--as well as any other actions or activities held or considered as classified, private, and thereby deserving protection from any inappropriate, unauthorized, unwarranted disclosure.

**3. The expectation and consequent promise** by professionals offering or committing their services to Virtual Intelligence Providers, L.L.C. to, while dealing with private affairs, refrain from passing on to outside elements any details, personal, professional or corporate, they are entrusted with, whether such refers to self, colleagues, firm’s executives, Client’s personnel, vendors, or any other they may come in contact with as part of any contractual interactions.

All of our Team Members, Professionals, and Office Personnel shall follow the criteria hereunder for determining whether a certain item is confidential or not:

1. Information is considered *confidential* if stamped as such
2. Information is considered *confidential* if individual is advised about such condition, whether verbally or in writing
3. Any operational, financial or organizational information issued by a Client to our professionals in the course of a project or assignment, save for that which is public domain (freely available in the press or other media without any restrictions), shall be deemed *confidential*
4. Any personal information such as individual contracts, statements of work, identification cards or numbers, wages, fees, salaries or similar is considered *confidential*
5. User names, Passwords, or related access information is also deemed *confidential*
6. Also *confidential* is certain information, procedures, internal or external processes, protocols or any other that are proprietary to Virtual Intelligence Providers, L.L.C. Under this category is included all information contained in *VIP’s Partners Circle*, or any other web-resident feature deemed as password protected
7. Virtual Intelligence Providers, L.L.C. reserves the right, as it may see fit, to revise, amend or enhance the current definition--and promise--of *Confidentiality*
8. Virtual Intelligence Providers, L.L.C. reserves the right to interpret, apply or enforce this policy. All violations hereto shall be the subject of internal discipline, up to dismissal, without precluding or impeding any other actions, legal or otherwise, intended to attenuate or provide remedy to damage inflicted upon an individual, Client or VIP itself.

## Release of Information Policy

Any release of information held or classified as *confidential*, will proceed only by way of written authorization, and in the case of a Client's proprietary information, shall have to include their express consent or release. Confidential information will, notwithstanding, be revealed to the extent allowed under a need-to-know basis, if as part of a procedure, internal or external to VIP, warranting such disclosure, or as mandated by a judicial order.

## VIP Ethics Policy

VIP is firmly committed to acting ethically and honestly in the relationships held with our professionals, customers, suppliers, and shareholders. Like many other players in the information technology and business consulting arena, we are challenged daily to be the best, and to out perform our competition. While we take this challenge seriously, we remain equally committed to maintaining our competitive edge fairly and honestly.

We expect our leaders to *act ethically* while performing in their different professional capacities, and to develop and maintain a work environment that promotes *integrity*. We trust that our Clients will never have a question regarding the propriety of conduct displayed by any of our professionals, whether in a consulting capacity or otherwise. However, if any questions were to arise, our hope is that you will raise it immediately, thus allowing us to investigate and address any issues or concerns.

To assist us in this effort VIP makes available to team members a confidential reporting tool, available worldwide, to assist VIP's management, professionals and suppliers in addressing fraud, abuse, misconduct, project mishandling, safety and environmental concerns, while protecting the anonymity of the individual reporting an incident.

You can send your concerns, questions or reports to: [ethictcpoint@vip-global.com](mailto:ethictcpoint@vip-global.com)

If you file a report via e-mail, this information is only made available to Sonia Clayton, president and CEO of Virtual Intelligence Providers, LLC, who is charged with evaluating an incident, and then implementing the necessary correction(s) or disciplinary action actions best suited to a violation or misconduct. VIP is committed to protecting the identities of reporting parties, however, we ask that, one (1) week after filing a report, you contact us again for an update on your case.

## ACKNOWLEDGEMENT OF VIP's POLICIES CERTIFICATION

I hereby declare to understand that VIRTUAL INTELLIGENCE PROVIDERS, L.L.C. (“the Firm”) has Policies and Procedures critical to its operations, and to the way it conducts business. As such, the Firm expects me to comply with said Policies and Procedures. I further understand that Virtual Intelligence Providers, L.L.C. believes its Policies and Procedures (shown in the table below) are a reflection of its Values and Code of Business Conduct, thus providing me with a clear understanding of them:

- Antitrust Policy
- Compliance with Law Policy
- Confidentiality Policy
- Conflict of Interest Policy
- Standards of Conduct Policy
- Intellectual Property Policy
- Non-Compete Policy
- Sexual Harassment Policy
- Safety Policy
- Drug and Alcohol Policy
- Project Deadlines and Schedule
- International Consultant Policy
- Confidential Information Policy
- VIP Ethics Policy
- Employment at Will Policy
- Workplace Violence Policy
- Equal Employment Opportunity Policy
- Computer & Electronic Security Policy
- Physical Protection of Information Policy
- Mandatory Reporting Policy
- Travel Policy
- Americans with Disabilities Act Policy
- Loss Prevention Policy
- Personal Appearance
- VIP Payday Policy
- Tax Policy
- Telecommuting Work Policy
- Acknowledgement of Company Policies and Certification

I reaffirm my understanding that the Firm's Policies and Procedures are important and relevant to the Firm's business success. As such, the Firm expects me to understand and comply fully with them. I further acknowledge that the Firm's Policies and Procedures, regardless of how they are delivered, electronically or otherwise, are binding upon me as of the time of my hiring, and will remain so for as long as I am in the Firm's employ.

By signing below I acknowledge having received current copies of Our Values, the Code of Business Conduct and the Policies listed above, and that I have read and unequivocally understood each of them. Additionally, I acknowledge mine being aware of, and having *UNHINDERED* access to other Policies and Procedures of the Firm, and that I am familiar with them and their applicability to my work for the Firm.

Also, by signing below, I attest to my compliance with the Firm's Policies and Procedures. If I am not in compliance, or if I am aware of any issues of non-compliance with any policies or procedures by other VIP personnel that have not been reported to the Firm, or if I have a question about compliance with a particular Policy or Procedure, I will indicate it by checking YES in the box below, and by providing additional information, as may be requested by the Firm. If, contrariwise, I am not aware of any issues of unreported non-compliance with any Policies or Procedures by other individuals in the Firm's employ, and have no questions about a Policy or Procedure, I will indicate it by checking NO in the box below. I acknowledge that in my position I am expected to engage all colleagues or Team Members, with whom I work, in

activities consistent with the Firm's Values, Code of Business Conduct, and its Policies and Procedures.

What is a Disclosure? It is an opportunity for the Team Member to provide information about any fact, event or circumstance that may be inconsistent or at odds with a Policy requirement of the Firm. Such information would reasonably describe the fact, event or circumstance that will permit a follow up review and discussion. This disclosure may also be in the form of a question where I might seek advice and/or clarification concerning a policy related to a particular fact, event, or circumstance.

I understand that my acceptance of the Firm's Policies and Procedures does not create an automatic contract of employment, nor may alter the status of my current engagement.

I also understand that my compliance with VIP's Policies and Procedures is a hiring requirement, and that if I fail to comply with them I am not truthful in my acknowledgement and disclosures hereunder and I will be considered to have breached this condition of employment.

Acknowledged and Accepted By:

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Independent Contractor's Signature

-----  
Independent Contractor's Printed Name

-----  
Title

-----  
Date

**Disclosures  
Provided?**

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

**Important note:**

Please complete and detach pages 39 & 40 of this manual and return them to:  
Frank Velasco  
Human Resources Manager  
Virtual Intelligence Providers, L.L.C.  
110 Cypress Station  
Level One, Suite 123  
Houston - TX 77090

**Original Signatures are required. This document must be returned to VIP, L.L.C. within the first 15 days of employment.**