



**VC5 Partners, dba Rekruters Assignment Schedule**

Client Name  
Client Address  
Site Location where services will be delivered  
Client Hiring / Line Manager  
Alternative Authorized Signatory  
Contact Number for Client / Line Manager

Contractor Name  
Description of Services  
Start of assignment  
End of Assignment

Or  
Upon the completion of work to the satisfaction of the  
Client / Company

Pay Rate  
Over-Time Pay Rate  
Per-Diem  
Other Compensation Items  
Pay Frequency  
Additional Information or details:

**VC5 PARTNERS, DBA REKRUITERS**

DocuSigned by:

SIGNED \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: Recruiter  
DATE: \_\_\_\_\_

**CONTRACTOR OR CONTRACTOR REPRESENTATIVE**

SIGNED \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



We are excited to have you on board. Please read each page thoroughly:

**Onboarding information:**

During the onboarding process you will get four emails. Two from Docusign and one from Staffone and one from VC5 Partners, dba Rekruters or Bullhorn Depending on your assignment.. Please return these promptly.

1. **Email one** contains
    - a. The company agreement
    - b. W9
    - c. Our Employee Handbook. (To be agreed to and shared with your employee)
    - d. Safety Documents (To be agreed to and shared with your employee)
  1. **Email two** contains Staffone paperwork. Staffone is our payroll and benefits service provider.
  2. **Email three** is a docusign Docusign reminding you to return your liability insurance binder with a minimum of \$1 million dollars in coverage listing VC5 Partners, dba Rekruters as "Additional Insured" in the lower left hand corner. Do not sign this docusign until you have sent in your insurance binder. Until you return this document, neither you nor your employees are allowed on client site for liability reasons.
  3. **Email four** is a copy the timecard or timecard instructions and login you will use during your assignment. Different clients have different login processes and those processes will be explained in this email.
- **Timecard Procedures:** Timecards are due each Monday by 5:00 pm. You will be paid 1 week in arrears. If you can not get your timecard to us by Monday at Noon we will try to get you paid but there is no guarantee. Late time cards will be paid in the next payroll cycle. When you turn in a time card on Monday, you will be paid eleven days later on Friday and then weekly thereafter.
  - **It is your responsibility to insure your timecard is received by VC5 Partners, dba Rekruters:** You will email your timecard to your manager who should then email your timecard to [timecards@rekruters.com](mailto:timecards@rekruters.com) with the word "Approved" in the email. You may have to remind the manager of this the first time. It is your responsibility to insure that your timecard is in by Monday. You can call your recruiter to confirm your timecard is in. On some occasions you may get a missing timecard email from your recruiter, however, this may not always happen and it is your responsibility to confirm the timecard has been received.
  - **Holidays:** If Monday is a holiday, timecards are due by noon on Tuesday.
  - **Direct Deposit:** Direct Deposit is available for your convenience. You must fill out a form that will be submitted with Payroll. It may take two weeks for direct deposit to become effective.



### Recruiters Subcontractor Agreement

This agreement, dated on 10/1/2018 is made between VC5 Partners, dba Rekruters a staffing company located at 11111 Katy Freeway, Houston TX 77079 hereinafter referred to as "Company", and Utilize whose primary address is 242 Old New Brunswick Rd, Piscataway, New Jersey referred to as "contractor", to provide their employees, to do work on behalf of Company at Woodlands, TX 7 whose primary address is Woodlands, TX 7 referred to as "Client".

#### Contractor agrees to the following:

##### 1. Duties and Assignment:

- a. Contractor's assignment, dates of assignment and position with the Client, in addition to the location of same are to be further described in the "VC5 Partners, dba Rekruters Assignment Schedule" at the end of this agreement. Contractor acknowledges that the aforementioned items, as well as the work week, work hours and rotation, as set forth in the "VC5 Partners, dba Rekruters Assignment Schedule" at the end of this agreement, are determined by the Client and may be subject to change with notice to Contractor.
- b. The Contractor shall ensure that the services are carried out with reasonable care and skill to a standard reasonably required by the Client. However, due to the specialist nature of the services, the Contractor shall be solely responsible for the procedures by which the services are performed. The Contractor shall ensure that he or his staff observes any rules and regulations of the Client's establishment. Further, the Contractor shall ensure that he or his staff take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by the Contractor's and/or his staff's actions on the assignment. The Contractor shall ensure that he or his staff does not engage in any conduct detrimental to the interests of the Client or Company.

##### 2. Payment:

- a. Contractor shall be paid according to the **"VC5 Partners, dba Rekruters Assignment Schedule" at the end of this agreement.** The Contractor will be paid based on a Company approved timecards signed or emailed by a representative to be named later. Contractor authorizes Company to make necessary deductions for payment to the Contractor via payroll deductions for any of the following reasons: overpayment of any loan or pay advance given to Contractor by Company, overpayment of wages, the cost to replace any damaged or unreturned property belonging to either the Company or Client that was supplied to the Contractor for use on this assignment. The final check on the assignment will be released following the return of all client materials with the client approval. If the Contractor does not turn in an approved timecard within 14 days of the work being performed, Company can not guarantee payment.
- b. Contractor shall only be paid for hours worked. Contractor shall not receive any compensation for sick time and vacation time. Sick time and vacation time, if taken, must have the prior approval of the Client. Contractor not entitled to any accrual of any vacation or sick leave.
- c. **Taxes:** Contractor agrees that Contractor is responsible for all Federal, State, Local and any other taxes associated with employment of their Contractors. This is a corporation-to-corporation agreement where Company is paying Contractor for their services and has no tax liability for Contractor's employees.

3. Expenses: Contractor understands that it is their obligation to notify Company before incurring any expenses to be charged in conduct of their role on this position so Company may make arrangements with Client with regard to said expenses. Contractor must have original receipts in order to receive payment on any expenses. Contractor must also turn in an approved expense report. Contractor must

VC5 Partners, dba Rekruters , 11111 Katy Fwy Ste 310, Houston, TX 77079, 832-243-4000.

turn in expenses within sixty days and not after the week following the last week work was performed for Client.

4. Location and Time: Contractor is expected to perform services onsite at the client's location(s) unless otherwise agreed upon in writing. Contractor is expected to work a minimum of 40 hours per calendar week unless otherwise agreed upon in writing.
5. Confidential Information/Company and Client Property
  - a. Definition of Confidential Information. For purposes of this Agreement, "**Confidential Information**" means any and all trade secrets and other confidential, proprietary and/or non-public information, whether in hard-copy, stored electronically, communicated orally or in any other format, that Contractor's Employees acquires through his/her employment with Company and/or Client and that Company and/or Client designates or treats as confidential through its policies, procedures and/or practices. Confidential Information specifically includes, but is not limited to, the following: (i) business and marketing plans, practices and strategies; (ii) methods of operation, techniques, systems and processes; (iii) files, lists and other information relating to current, former and prospective clients, candidates, and compilations and summaries of any of the foregoing, including, without limitation, client and candidate identities, key contact persons, contracts and contract terms, preferences and needs, and current or historical pricing, proposals, bids and quotes; (iv) non-published pricing and financial information, including, without limitation, division weekly spread reports, financial and business data and statements, project rates and pricing, cost and performance data, pricing factors and matrices, sourcing information, and profit and profit margin data; (v) technical information including, without limitation, proprietary computer hardware and software, source code, object code, product know-how and show-how, processes, tools, methodologies, designs, research and development, formulae, techniques, inventions, discoveries, improvements and other non-public intellectual property; (vi) personnel information including, without limitation, performance evaluations, benefits and benefit administration information, and salary, bonus and incentive data; and (vii) information received by Company and/or Client from third parties in confidence or pursuant to a duty of confidentiality. Notwithstanding the foregoing, Confidential Information does not include information that is in the public domain or generally known to the public (other than Confidential Information that became public as a result of a breach of a duty of confidentiality); information known to Contractor's Employees prior to first receipt of or access to such information in the course of Contractor's Employees' employment with Company and/or Client; or information rightfully received by Contractor's Employee outside the course of Contractor's Employee's employment with Company and/or Client from a third party who does not owe Company and/or Client a duty of confidentiality with respect to such information.
  - b. Nondisclosure of Confidential Information. Contractor's Employee will use Confidential Information exclusively on behalf of Company and/or Client and will not, except in the normal and proper course of performing his/her duties on behalf of Company and/or Client, directly or indirectly, at any time during or after termination of employment with Company and/or Client for any reason, disclose Confidential Information in any manner or use Confidential Information for Contractor's Employee's benefit or on behalf of any third party. Contractor's Employee will not copy or reproduce, or allow to be copied or reproduced, any Confidential Information for any purpose other than for use by or on behalf of Company and/or Client. Contractor's Employee is prohibited from and is without authorization to transmit electronically any Confidential Information to any personal email account, USB device or other electronic or Internet-based storage medium during the course of his or her employment or anytime thereafter without express written permission from the Company.
  - c. Compelled Disclosure of Confidential Information. If Contractor's Employee is requested, becomes legally compelled by subpoena, or otherwise, or is required by a regulatory body to make any disclosure that is prohibited by Section 5, Contractor's Employee will promptly notify Company and/or Client so that Company and/or Client may seek a protective order or other appropriate remedy if Company and/or Client deems such protection or remedy necessary under the circumstances. Subject to the foregoing, Contractor's Employee may furnish only that portion

of Confidential Information that Contractor's Employee is legally compelled or required to disclose.

6. Return of Company and/or Client Property. Contractor and Contractor's Employee acknowledges that all documents (whether originals, copies or stored electronically) and other materials of any kind pertaining to the Business of Company and/or Client, including Confidential Information in any format, that Contractor and Contractor's Employee receives or obtains in the course of employment with Company and/or Client is the sole property of Company and/or Client ("**Company and/or Client Property**"). Contractor and Contractor's Employee agrees to return all Company and/or Client Property to Company and/or Client at any time during Contractor / Contractor's Employee's employment with Company and/or Client upon request by Company and/or Client and/or upon the termination of Contractor / Contractor's Employee's employment with or without request. Contractor / Contractor's Employee further agrees to return all Company and/or Client hardware and software (including, without limitation, computers, mobile telephones and electronic storage devices) upon the termination of Contractor / Contractor's Employee's employment with or without request by Company and/or Client, and to permanently delete, erase and refrain from accessing any Confidential Information stored in any computer hard drive or other electronic data storage device belonging to Contractor / Contractor's Employee.
7. Assignment During Employment. Contractor / Contractor's Employee acknowledges and agrees that all documents, plans, strategies, compiled data, research, inventions, original works of authorship, product know-how and show-how, processes, tools, methodologies, designs, research and development, formulae, techniques, inventions, discoveries, improvements and other intellectual property that Contractor / Contractor's Employee conceives, develops or reduces to practice in the course of Contractor / Contractor's Employee's employment with Company and/or Client ("**Inventions, Discoveries and Improvements**") are the sole and exclusive property of Company and/or Client. Contractor / Contractor's Employee shall promptly and fully disclose all such Inventions, Discoveries and Improvements to Company and/or Client and shall, and hereby does assign, without further compensation, all of Contractor / Contractor's Employee's right, title and interest in and to such Inventions, Discoveries and Improvements to Company and/or Client. Contractor / Contractor's Employee hereby further hereby assigns, without further compensation, all of Contractor / Contractor's Employee's right, title and interest in and to any patents, copyrights, trademarks and trade names, as well as all applications related to the foregoing, and other intellectual property rights related to such Inventions, Discoveries and Improvements, to Company and/or Client, and will assist Company and/or Client (without financial expense to Contractor / Contractor's Employee), either during Contractor / Contractor's Employee's employment or thereafter, in obtaining, maintaining, enforcing and prosecuting all such intellectual property rights, including, without limitation, executing all documents and other instruments necessary to grant Company and/or Client complete legal ownership to such Inventions, Discoveries and Improvements and related intellectual property rights.
8. Assignment Following Employment. Any Inventions, Discoveries and Improvements that Contractor / Contractor's Employee, alone or with others, reduces to a tangible form, or in which Contractor / Contractor's Employee pursues an interest, in the twelve (12) month period following termination of his/her employment with Company and/or Client that was initially conceived or developed by Contractor / Contractor's Employee during employment with Company and/or Client and/or by using or relying upon Confidential Information shall be covered by the assignment obligation of Section 4.1. Notwithstanding any expiration of Contractor / Contractor's Employee's duty to assign Inventions, Discoveries and Improvements, Contractor / Contractor's Employee's obligations of confidentiality for the Confidential Information shall survive for as long as such Confidential Information remains confidential in accordance with this Agreement.
9. Non-Competition. Contractor, or Contractor's employees agree not to engage in direct employment with Company or Company's Clients either directly or indirectly through another third party for a period of one year following the last day work was performed for Company. If Client and Company agree to a "Contract to Hire" term which will allow Contractor to work directly with the client after a predetermined term, Contractor will be allowed to work directly for a salaried position, however Contractor will not be allowed to work on an hourly contract until the completion of the one year term following the last day work was performed for the Company. Contractor agrees that during the course of Contractor's Employee's

employment with Company and/or Client and for a period of twelve (12) months following the termination of such agreement for any reason, Contractor, except in the normal and proper course of performing his/her duties on behalf of Company and/or Client, will not, directly or indirectly (including as a director, investor, owner, partner, employee, consultant, independent contractor or agent, or in any other capacity), work, perform services, render advice or otherwise provide assistance in the Restricted Area in a capacity that involves performing the same or substantially similar services which Contractor or Contractor's employee performed on behalf of Company and/or Client.

10. Non-Solicitation of Clients and Employees. At all times during Employee's employment with Company and/or Client and for a period of twelve (12) months following the termination of such employment for any reason, Employee, except in the normal and proper course of performing his/her duties on behalf of Company and/or Client, will not, directly or indirectly:

- a. solicit, call on or service any Restricted Clients for or with respect to engaging in the Business, or otherwise induce or encourage any Restricted Clients to curtail, cancel or cease doing Business with Company and/or Client; and
- b. solicit, induce, encourage or attempt to solicit, recruit or encourage any Restricted Employees to terminate their employment or association with Company and/or Client, or otherwise hire or attempt to hire any Restricted Employees for any person or entity engaged or intending to engage in the Business.

11. Assigned employee: Contractor agrees that all work done on this assignment will be done only by the employee in the "VC5 Partners, dba Rekruters Assignment Schedule" at the end of this agreement. Contractor further agrees that this person is employed directly by Contractor. Contractor may not place someone else in this position without authorization of the Company.

**12. General Provisions:**

**A) Entire Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by Client, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this agreement shall be valid as between the signing parties thereto.

**B) Modifications:** Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged.

**C) Waiver:** The failure of either party to insist on strict compliance with any of the terms, covenants, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**D) Partial Invalidity:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**E) Governing Law:** This Agreement shall be governed by the laws of the State of Texas.

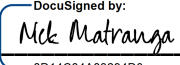


**F) Attorney's Fees:** If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

**Agreed to by duly empowered officers of each party:**

**VC5 PARTNERS, DBA REKRUITERS**

**CONTRACTOR REPRESENTATIVE**

**SIGNED**  \_\_\_\_\_  
DocuSigned by:  
8D14C84A83294D0...  
**PRINTED NAME:** Nick Matranga  
**TITLE:** Recruiter  
**DATE:** 10/1/2018

**SIGNED** \_\_\_\_\_  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



I certify that the information below is correct. I agree that VC5 Partners, D.B.A. Rekruters, LLC, and/or StaffOne may add funds to my account via direct deposit and recall any deposits made in error.

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

Bank account number: \_\_\_\_\_

Routing Number: \_\_\_\_\_



Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
<b>or</b>									
Employer identification number									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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## ***Introduction***

An interesting and challenging experience waits for you as an employee of VC5 Partners, LLC (doing business as Rekruters, and Devvelopers), hereinafter referred to as “the Company”. This handbook is written in order to answer some of the questions you may have about the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding the policies of the Company, please ask your supervisor.

### **DEFINITIONS**

- The term “employee” as used in this handbook means those individuals employed by the Company
- The term “employment” as used in this handbook means your employment with the Company.
- The Term “Company” means VC5 Partners, LLC.
- The term “supervisor” means the Company employee that is who you report.

This handbook is not an agreement guaranteeing employment for any specific duration. Both you and the Company have any right to terminate your employment at any time. No supervisor, manager or representative of the Company, other than the Company President, has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into by the President shall not be enforceable unless it is in writing and signed by both parties.

### **NOTICE TO EMPLOYEES**

In the drafting of this employee handbook, we have avoided the use of specific gender pronouns wherever possible. However, where such avoidance would have led to very awkward sentences, we have used the masculine pronoun. This should be considered to refer to both genders.

This employee handbook supersedes all previous company handbooks and policies. In addition, this handbook supersedes all prior management memos to the extent that such memo contradicts a subject or policy covered therein.

### **CHANGES IN POLICY**

The policies in this handbook are subject to change at the sole discretion of the Company President. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company President, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with your supervisor.

## ***EMPLOYMENT POLICIES***

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Company provides equal opportunities to all employees and applicants without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, military status, or status as a Vietnam-era or special disabled veteran in accordance with applicable state and local laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

### **PERSONNEL FILES**

The Company maintains a personnel file on each employee. You may review your personnel file upon request and in the presence of the Company President. If you are interested in reviewing your file, contact your supervisor.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

When your assignment ends, it is your responsibility to contact [support@vc5partners.com](mailto:support@vc5partners.com) via email to notify us of the end of your assignment. This information is necessary for our records and also informs us of your availability for future assignments. Failure to report to us results in our assumption of your voluntary termination from VC5 Partners LLC and may impact your eligibility for unemployment benefits. When your assignment ends, it is also your responsibility to contact our company on a weekly basis to see if there are any new positions we can submit you to. Failure to report on a weekly basis may negatively impact your eligibility for unemployment benefits.

### **ANTI-HARASSMENT POLICY**

It is the policy of the Company to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and is free from all forms of harassment of any employee or applicant for employment by anyone, including supervisors, co-workers, vendors, or customers. Harassment in any manner or form is expressly prohibited and will not be tolerated by the Company. Accordingly, Company management is committed to vigorously enforcing this policy against harassment, including but not limited to sexual harassment, at all levels within the Company.

All reported or suspected occurrences of harassment will be promptly and thoroughly

investigated. Where harassment is determined to have occurred, the Company will immediately take appropriate disciplinary action, including written warnings and possible suspension, transfer and/or termination.

The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

1. The term “harassment” includes but is not limited to unwelcome slurs, jokes, verbal, graphic, or physical conduct relating to an individual’s race, religion, sex, sexual orientation, age, nation of origin, or disability.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee’s submission to or rejection of such conduct; or,
  - c. Such conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive work environment.
3. The term “harassment” may also include conduct of employees, supervisors, vendors, and/or customers who engage in verbally or physically harassing behavior which has the potential for humiliating or embarrassing an employee of the company.

### **Complaint Procedure**

Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In most instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in resolving the problem or if such an approach is not possible, the employee should immediately report the harassment conduct to their immediate supervisor, manager, or the owner of the Company. The report should include all facts available to the employee regarding the harassment.

### **Confidentiality**

All reports of harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. The Company will conduct an investigation of any complaint that will require limited disclosure of pertinent information to certain parties, including the alleged harasser.

### **Investigative Procedure**

Once a complaint is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Once the investigation is completed, a determination will be made regarding the validity of the harassment allegations. If it is determined that harassment has occurred; prompt, remedial action will be taken. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harassment is from a vendor or customer the Company will take appropriate action to stop the complained conduct.

### **Duties of Employees and Supervisors**

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free from harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company supervisors and managers are expected to adhere to the Company's anti-harassment policy. Supervisors' evaluations will include an assessment of the supervisor's efforts in following and enforcing this policy.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment from occurring. If a complaint is raised, supervisors and managers are to act promptly to notify the Company President of the complaint so that an investigation can commence immediately. If a supervisor or manager fails to follow this policy they will be disciplined which can include termination.

## ***COMPENSATION POLICIES***

### **CLASSIFICATIONS OF EMPLOYMENT**

For the purpose of salary administration and eligibility for overtime payments and employment benefits, the company classifies its employees as follows:

- Full-Time regular employees – Employees hired to work the company’s normal, full time, thirty hour or more work week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- Part-Time Regular employees – Employees hired to work fewer than thirty hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- Temporary Employees – employees engaged to work full time or part time on the company’s payroll with the understanding that their employment will be terminated no longer than upon the completion of a specific assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be “exempt” or “nonexempt” as defined below. (Note that employees hired from temporary employee agencies for specific assignments are employees of the respective agency and not the Company.)
- Non-exempt employees – Employees are required to be paid minimum wage and overtime at the federal or state prescribed wage rate, whichever is higher.
- Exempt Employees – Employees who are not required to be paid minimum wage and overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, certain computer programmers and employees in administrative positions are typically exempt.

### **OVERTIME FOR NONEXEMPT EMPLOYEES**

It should be recognized that overtime and additional work other than that which is regularly scheduled might be required.

Overtime will be paid to eligible, non-exempt employees in accordance with applicable state law. The pay for regular overtime will be at the federal or state prescribed wage rate, whichever is higher.

All overtime must be authorized prior to its occurrence by your immediate supervisor. All overtime will be clearly noted on your timesheet and should be initialed on a daily basis by your immediate supervisor.

## ***EMPLOYEE CONDUCT***

### **ABSENTEEISM AND TARDINESS**

The Company is able to secure work based upon our estimates of performance and our history or reliability. Therefore, the Company expects all employees to assume diligent responsibility for their attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent and cannot perform your duties on time, or if you produce substandard work, then we all pay the price by losing the confidence of the customer.

The work schedule is constructed around the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor within (1) one hour of your scheduled start time by calling the main number for your office location or by calling your supervisor at home. If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the Company also reserves the right to require you to submit to an examination by a physician designated by the company at its discretion.

Unexcused or excessive absenteeism or tardiness is grounds for disciplinary action, up to and including termination. If you are absent for three or more days and fail to properly report your absences, this will be considered a resignation or your position and you will be terminated for abandonment of your job.

### **GUIDELINES FOR APPROPRIATE CONDUCT**

As a Company team member, you are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feeling of others, but also demands that you refrain from any behavior that might be harmful to you, your co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Your conduct reflects on the Company. You are consequently encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate, but are not limited to, the following:

1. Falsifying employment or other Company records;
2. Violating the Company's non discrimination and/or sexual harassment policy;
3. Soliciting or accepting gratuities from customers or clients
4. Excessive absenteeism or tardiness;
5. Excessive, unnecessary, or unauthorized use of Company property or supplies,

- particularly for personal purposes;
6. Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, sale, use, distribution or transportation of drugs;
  7. Bringing or using alcoholic beverages on the Company property or using alcoholic beverages while engaged in Company business off the Company's premises, except where authorized;
  8. Personal cell phone use while on company time;
  9. Fighting or using obscene, abusive, or threatening language or gestures;
  10. Theft of property from co-workers, customers, or the Company;
  11. Disregarding safety or security regulations;
  12. Unauthorized possession of firearms on the Company premises or while on Company business;
  13. Insubordination; and
  14. Failing to maintain the confidentiality of the Company, customer, or client information.

Should your performance, work habits overall attitude, conduct or demeanor become unsatisfactorily based on violations either of the above or of any other Company policies, rules, or regulations, you will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees must be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, a policy of progressive employee discipline will be followed by Supervisors. Major elements of this policy include:

1. **ORAL REPRIMAND.** The first step in the Company's progressive disciplinary policy is the "oral reprimand". This is an oral warning to an employee that his conduct is unacceptable, and that repeated or continued failure to conform his conduct or performance to the Company Standards will result in more severe disciplinary action. Before receiving an oral reprimand, an employee will be counseled by his supervisor and told what improvements are necessary and expected to correct any performance deficiencies. A record of the notice of an oral reprimand may be made and retained in the employee's personnel file.
2. **WRITTEN REPRIMAND.** The second step is a "written reprimand". This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes and improvements. A copy of the written reprimand will be retained in the employee's personnel file.
3. **SUSPENSION.** Suspension of the employee's employment may, at the sole discretion of the Company, be used as a third step. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor conduct, failures to conform his conduct or performance to the standards of his position, or for a single serious offense. A record of the suspension will be retained in the employee's personnel file.
4. **TERMINATION.** The final step in the disciplinary procedure is the termination of the employee. If an employee fails to conform his conduct or performance to the standards required



by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the foregoing progressive disciplinary procedure policy, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the progressive discipline procedure.

## **SAFE WORKPLACE POLICY**

It is the intent of the Company to provide as safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has a no tolerance guideline for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to an employee or company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on the Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge if the threat or violent act could adversely affect the Company or its reputation in the community.

Employees within the company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subject to or threatened with violence, shall immediately report this information to their supervisor or a member of management. Employees should not assume that any threat is not serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a supervisor. Any threat reported to a supervisor should be brought to the attention of the Company. All reports will be carefully investigated and employee confidentiality will be maintained to the fullest extent possible.

## **DRUG FREE WORKPLACE POLICY**

The policy of the company is to maintain a drug free workplace. Activities by this policy shall be considered grounds for discipline, including but not limited to suspension or immediate termination of employment if occurring in the workplace or on company business. The term "workplace" hereinafter refers to any location the company premises of company-sponsored activity. The term "drug" includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs. Activities prohibited by the policy shall be considered grounds for discipline, including but not limited to suspension or immediate termination of employment. Prohibited activities under this policy include the unauthorized use of drugs in the workplace, including distribution, possession, or use of a drug controlled substance as defined in schedules I

through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and local and state law of the jurisdiction where the workplace is located, including, but not by way of limitation, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. However, the use of prescription drugs, when taken as directed by a duly licensed physician, shall not be a violation of this policy.

As a condition of employment, all Company employees must comply with this drug free workplace policy. Employees agree to random drug testing during the course of their employment. Any Company employee who has been convicted under any criminal drug statute for a violation occurring in the workplace must report that conviction to the Company no later than five days after the conviction. Within thirty days of receiving the notice of the conviction described in this policy, the Company shall impose discipline on, or require satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is convicted of a violation of a criminal drug statute if the violation occurred in the workplace.

# ***SAFETY POLICIES***

## **EMPLOYEE SAFETY AND HEALTH**

It is the policy of the company to provide its employees a safe and healthy workplace and to follow procedures aimed at safeguarding all employees.

Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times.

### **Responsibilities of the Employee include:**

- Obeying the safety rules.
- Following safe job procedures. No taking shortcuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective devices.
- Immediate reporting all malfunctions to supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures
- Reporting unsafe conditions to supervisors
- Promptly reporting every accident and injury to his supervisor
- Following the care prescribed by the attending physician when treated for an illness or injury
- Attending all employee safety meetings.
- Participating in accident investigations

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

## **ACCIDENTS**

No matter how insignificant an injury may seem at the time of occurrence, you should notify the on-site supervisor immediately.

## ***OPERATIONS POLICIES***

### **HOURS OF OPERATIONS**

By being ready, willing and able to serve customer efficiently at any time and competing fairly in the marketplace and producing a quality product, we increase the opportunity for maintaining a steady flow of work. Hours for office employees are usually from 8:00 a.m. to 5:00 p.m., Monday through Friday, but may vary based on client's needs. A one hour lunch period will be arranged by your supervisor.

### **TIME SHEETS**

Each General Manager is responsible for keeping a summary time sheet on all non-exempt personnel under his supervision. The time sheet is used for payroll records, which must be maintained accurately at all times. Each non-exempt employee will be expected to keep a daily time sheet that will coincide with the General Manager's sheet. Each employee must sign his time sheet. Any discrepancies between the two documents should be resolved by the department manager before transmittal to accounting for the weekly payroll processing.

If you cannot work at all due to sickness, jury duty, or other excusable circumstance, or if you will be late in arriving at your appointed place, please call your supervisor at the office main number, or notify your supervisor in advance. In the event of a disabling sickness or accident while performing your duties, notify your supervisor immediately.

### **PAYDAY**

All employees will be paid every Friday. If you resign, final settlement for services or wages will be made no earlier than the next regular pay cycle, or in accordance with state law, whichever is sooner. If you are terminated, you will be issued a check on the next regular pay day, in accordance with applicable state law, whichever is earlier. Neither pay advances nor extensions of credit on unearned wages can be provided to employees.

## **WAGES AND SALARIES**

Wage rates and salaries vary according to the current market price for comparable services, your qualifications and previous work experiences, and a successful, stable work record. Rates for one particular job or classification cannot be compared as being relative to any other. Any wage increase or adjustment in pay will be awarded on an individual basis dependent upon your performance and your overall contribution to the Company's profitability.

## **INITIAL ORIENTATION PERIOD**

It is the policy of the Company that all new employees have time to appraise the company and the content of the job, and the Company has a similar opportunity to appraise the employee's performance. This introductory period lasts ninety days from the employee's date of hire. Supervisors will observe the performance of each employee in a new job/position.

Employees will be allowed to continue in their new positions if they are given both a satisfactory evaluation by the end of their initial ninety-day employment period and their supervisor's endorsement to continue in the job. Employees who do not receive a satisfactory evaluation and endorsement may be given additional time in thirty day increments to demonstrate their ability to do the job if their supervisor feels additional time is warranted in order to achieve acceptable job performance.

Supervisors may recommend the termination of a newly hired employee at any time. At all times, including after successful completion of the initial orientation period, employment with the company is considered to be at will, and the employment relationship may be terminated at any time for any lawful reason by either party.

## **EMPLOYEE SUGGESTIONS**

VC5 Partners, LLC encourages employee to make suggestions that will improve the operating efficiency and profitability of the Company. Any suggestions should be submitted to the President of VC5 Partners, LLC detailing the specific suggestion and providing any appropriate supporting documentation.

Suggestions pertaining specifically to safety issues should be sent to VC5 Partners, LLC's President.

## **HOUSEKEEPING**

A tidy, orderly environment is important to efficiency and employees are expected to keep their workplace in an orderly state. Work areas should remain clean and orderly. Sensitive and confidential papers should be removed from desks and credenzas each night prior to departure. Employees using computing, printing, faxing, copying or other equipment are responsible for the normal upkeep of the equipment. This includes weekly surface cleaning, maintaining a store of supplies, and reporting any unusual noises or behavior of the equipment.

## **FIREARMS**

It is the intent of the Company to provide and secure workplace for employees, clients, customers of clients, visitors, and others with whom we do business. The Company expressly forbids the possession of firearms on Company property. The Company has a “zero tolerance” guideline for possession of any type of weapon, firearm, explosive, or ammunition. Company property includes, but is not limited to all company facilities, vehicles, and equipment, whether leased or owned by the Company or its client. In addition, firearms in employee owned vehicles parked on company property are strictly forbidden.

The possession of firearms on company property may be cause for discipline including immediate termination of employment. In enforcing this guideline, the company reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on company premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

Employees within the company share the responsibility of identifying violators of the guideline. An employee who witnesses or suspects another individual of violating this guideline should immediately report this information to their on-site supervisor.

## **SOLICITATION AND DISTRIBUTION OF LITERATURE**

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to other from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing, circulating petitions during work hours or in work area at any time is prohibited unless it is approved by the Company President as a Company sponsored event. The following guidelines will apply throughout the Company:

- Employees will not engage in any solicitation of other employees for any purpose whatsoever during work hours or in work areas.
- The Company’s facilities may not be used as a meeting place that involves the solicitation and/or distribution of literature.
- In order to maintain good customer relations and preserve the professional work environment, employees may not wear insignia, badge, or button on their person, not display any insignia, badge, or button on their desk or in their work area, excluding professional designation awards.
- Certain types of information may be posted on the Companies bulletin board. The Company President will approve and post the information that is displayed on the Companies bulletin board or make available for review or distribution to employees.
- Trespassing, soliciting or distributing literature by anyone outside the Company is prohibited on Company premises.

## **APPEARANCE**

All employees are required to report for work in clean clothing and footwear. All personnel should maintain good grooming and personal hygiene. Clothing which is not acceptable are items that are sloppy and unkempt, halter-tops, shorts, bathing suits, tank tops or T-shirts. Certain employees are required to wear Company shirts. The Company will provide these shirts.

Warehouse personnel will not be permitted to work without a shirt or shoes. Thongs or sandals are not permitted. Proper clothing, footwear, safety glasses and other appropriate safety equipment appropriate to your work environment will be used, especially when performing operations which produce flying particles that could endanger your eyes or skin. Failure or refusal to wear appropriate safety attire will be a basis for disciplinary action up to and including termination of employment.

## **USE OF COMMUNICATION SYSTEMS**

It is the intent of the Company to provide the communications systems necessary for the conduct of its business. Employees are expected to adhere to the proper use of all communications systems including but not limited to the Telephone, Electronic Mail (E-Mail), and Voice Mail.

The communications systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems.

All telephone, E-Mail, and Voice Mail messages are the property of the Company. The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, scrutiny as any other corporate correspondence. Except as identified, the Company's communications systems will not be used to solicit or to address employees regarding commercial, religious, or political causes; not will the system be used in ways that are disruptive or offensive to others. Cell phones may not be used while employees are clocked in.

Employees will not attempt to gain access to another employee's personal telephone, E-Mail, or Voice Mail messages. However the Company the right to access an employee's messages at any time, without notice, to the employee.

Transmission of sexually explicit images, messages, cartoons, ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs are strictly prohibited.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

## **COMPANY PROPERTY**

The Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections of employees and their desks, personal effects, lockers, lunch boxes, purses, baggage, and any other property located on Company premises or work sites, their private vehicles, if parked on Company premises or work sites, and their quarters, if furnished by the Company. Entry on Company premises or work sites constitutes consent to searches or inspections.

## **COMPANY EQUIPMENT, TOOLS AND OTHER PROPERTY**

Employees are responsible for all property, materials, and written information issued to them or in their possession or control. Employees must return all VC5 Partners, LLC's property immediately upon request or upon termination of employment. Employees may be asked to sign a payroll authorization Deduction form when issued certain property or materials. In accordance with this agreement, VC5 Partners, LLC may withhold the cost of any items not returned when required. VC5 Partners, LLC will also take all action deemed appropriate to recover or protect its property.

Employees will be furnished some of the hand tools to perform their work. Personal hand tools and belongings are the individual responsibility of the owner. Company property such as hand tools, computers and office equipment are not for personal use unless approved by management. In accordance with the Payroll Authorization deduction agreement, equipment furnished to an employee that is lost or misplaced due to negligence must be replaced by the employee.

Equipment and tools must be used in the manner that they are intended. To do otherwise can endanger you or your co-workers and adds to the cost of doing business. If you are found to be abusing equipment, you will be subject to disciplinary action, up to and including termination of employment.

## **USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

All non-employee passengers are prohibited from traveling in company vehicles unless authorized by the General Manager or President of the Company.

Please notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of such could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions regarding employee's responsibility for maintenance and care of equipment and vehicles used on the job.



In all cases, whether employee is using a company vehicle or his personal vehicle while conducting company business, the Company requires the use of seat belts. The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, will result in disciplinary action, up to and including termination of employment.

## **SMOKING**

In order to maintain a safe and comfortable environment and to ensure compliance with applicable laws, smoking in VC5 Partners, LLC's offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout VC5 Partners, LLC's premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because VC5 Partners, LLC may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination.

## **LAYOFF DUE TO LACK OF WORK**

The Company attempts to maintain a stable workforce, however, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll. Should such a situation occur, the work force may be reduced by laying off the number of employees over and above those needed to perform the work available. Layoffs will be determined by the ability of the affected employees to adequately perform the available work with a minimum of retraining. Length of service and attendance or tardiness records will be considered where relative ability is equal.

## **RESIGNATION**

A resignation is a voluntary act initiated by the employee to terminate employment with VC5 Partners, LLC. Although advanced notice is not required, VC5 Partners, LLC requests written resignation notice from all employees.

Prior to the employee's departure, an exit interview will be scheduled with the designated VC5 Partners, LLC representative to discuss the reasons for the resignation and the effect of the resignation on benefits.

## **TRAVEL**

The Company reimburses employees for the expenses of travel, including the cost of transportation, meals, lodging, and compensation when appropriate, provided such travel is approved and performed in the course of conducting Company business.

Activities which normally justify the reimbursement of travel expenses include calling on

customers, prospects, and suppliers and the attendance at business meetings, conventions, and seminars or other selected educational functions related to the employee's job.

Common Carrier transportation will be utilized for trips, provided suitable scheduling is available. Employees are expected to exercise prudence in their selection of local transportation to their destination. When practical, employees are expected to use a company or personal car for short distance travel. Personal vehicle usage on company business will be reimbursed at the current rate in effect. This rate is available from your supervisor. Mileage to and from the office may not be claimed as business mileage.

Non-exempt employees will be compensated for time spent traveling is that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a non-exempt who will be away from home overnight is work time only during those periods the employee is engaged in Company business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than the available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

## **OUTSIDE EMPLOYMENT**

Employees are permitted to hold employment outside VC5 Partners, LLC so long as that employment does not interfere with their job duties at VC5 Partners, LLC and as long as the employee is able to maintain the performance standards of their position with this company. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be held to the same performance standards and will be subject to VC5 Partners, LLC's scheduling demands, regardless of any outside work requirements.

Employees are not to accept any or engage in an employment relationship with any organization that does business with VC5 Partners, LLC or is a competitor of VC5 Partners, LLC. This prohibition on employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of VC5 Partners, LLC. Employees may not receive any income or material gain from individuals outside of VC5 Partners, LLC for materials produced or services rendered while performing their jobs.

## **CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual, potential, or perceived conflicts of interest. This policy establishes the framework within which VC5 Partners, LLC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

Transactions with outside firms must be conducted within a framework established and

controlled by the executive level of VC5 Partners, LLC 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 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 personal gain for that employee or a relative as a result of VC5 Partners, LLC'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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he discloses to an officer of VC5 Partners, LLCs, Inc. as soon as possible the existence of any actual or potential conflict of interest so safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee has a significant ownership in a firm with which VC5 Partners, LLC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving VC5 Partners, LLC.

The materials, products, designs, plans, ideas and data of VC5 Partners, LLC are the property of VC5 Partners, LLC and should never be given to an outside firm or individual except through normal channels with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment and legal action.

## **NON-DISCLOSURE**

The protection of confidential information and trade secrets is vital to the interests and the success of VC5 Partners, LLC. Such Confidential information includes, but is not limited to, the following examples:

- Customer Lists
- Financial information
- Marketing strategies
- New Material research
- Pending projects and proposals
- Research and Development Strategies
- Standards and Procedures
- Technology information

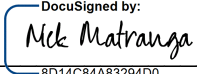
All employees may be required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if he does not actually benefit from the disclosed information.

Upon termination of employment, employees must immediately return to VC5 Partners, LLC all originals and copies of materials containing or referring to any confidential business information and/or trade secrets of the company.

IN WITNESS HEREOF, Employee and VC5 Partners have executed this Employee Non-Competition, Non-Solicitation and Non-Disclosure Agreement as of the Effective Date.

VC5 Partners, LLC doing business as Rekruters, Devvelopers:

By: Nick Matranga

Signature:  Date: 10/1/2018

Its: Company Representative

Address:  
11111 Katy Freeway, Suite 310  
Houston TX 77079

Employee:

By: \_\_\_\_\_

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

Please make sure you have completed the following items in this document.

These items are

(These are missed many times)

-You have entered the type of company (LLC etc) on the W9 (classification)

In addition:

-Your company has a Tax ID that is not your social security number

-You will be sending or have sent your liability insurance listing VC5 Partners LLC as additional insured to your recruiter in a separate email.

Thank you. Good luck on your first day!