

VIVA USA INC.

WI 5 - VIVA Employee Handbook

## **INTRODUCTION**

It is our pleasure to welcome you to VIVA USA, INC (hereafter referred to as VIVA or Company). We're an energetic and creative bunch, dedicated to high standards of excellence and quality. We value each one of our employees, and we hope that you find your work here rewarding and satisfying. The purpose of this document is to give employees of VIVA information about working conditions, employee benefits, and the policies affecting their employment. It also lays down the Company rules and conditions related to employment. This document applies to relevant VIVA functions and operations and encompasses all customer records used to demonstrate conformance to service and quality system requirements.

We are fortunate enough to have wonderful human resources professionals who are available to answer your questions, field your complaints, and make our company run more smoothly. In fact, the policies in this handbook often refer you to the Human Resources department (VIVA HR) for more information or to obtain help. The department is located at 3601 Algonquin Road, Suite 425, Rolling Meadows, IL 60008; its phone number is (847) 368-0860 x 224; its e-mail address is [hadmin@viva-it.com](mailto:hadmin@viva-it.com).

The contents of this Handbook are guidelines only, and supersede any prior Handbook. The Company has the right, with or without notice, in an individual case or generally, to change and/or modify its interpretation of any of its guidelines, policies, practices, working conditions, or benefits at any time. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, many matters covered by this Handbook are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any supervisor or manager. This document should be read in conjunction with the relevant documents and letters given to employees from time to time such as: *Application for Employment; Employment Offer Letter; Employment Agreement and its Addendums; Customer Flow-Down Agreements and other documents; Benefit; Plan Summary Document; Payroll Procedure Acknowledgement; Paid Time-Off Policy Acknowledgement; and Safe Harbor Policy; Telecommuting (Remote Work) Policy*. Please note that all of these documents are subject to change and may not apply to every employee.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR REASON. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE COMPANY'S PRESIDENT.**

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## 1. THE EMPLOYMENT RELATIONSHIP

### 1.1 NOTICE TO EMPLOYEES

THIS HANDBOOK IS NOT A CONTRACT, BARGAIN, OR AGREEMENT. In particular, it is not a contract, bargain, or agreement for employment for any specific length of time, nor is it a contract, bargain, or agreement to pay any particular type or amount of wages to any employee.

A signed Employment Agreement governs the employee's legal rights and responsibilities to the Company. If the Employment Agreement contradicts any term of this handbook, the Employment Agreement will control over that provision of this handbook.

### 1.2 EMPLOYMENT IS AT WILL

We are happy to welcome you to our Company. We sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment at our Company. Your employment here is at will. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason with or without notice, and with or without cause. No commitment for employment for any specified duration, including "lifetime" employment or "permanent" employment, shall be valid or binding on VIVA unless it is expressly set forth in a written contract signed by the employee and Company. Nothing in this handbook constitutes a contract or promise of continued employment.

This Employee Handbook is designed to acquaint employees with VIVA and to provide employees with information about working conditions, employee benefits, and the policies affecting employment. The employee should read and understand, and comply with all provisions of the handbook. Failure to do so will render employees liable for disciplinary action including but not limited to termination. This handbook describes many of the responsibilities of an employee and outlines the programs developed by VIVA to benefit employees. While this handbook has been designed to help the employee gain insight into the new work environment and lay down regulations on many issues, there may still be issues, which are not addressed. VIVA encourages employees to contact a suitable representative in our Corporate Office (3601 Algonquin Road, Suite 425, Rolling Meadows, IL 60008), preferably in writing, if there are any such issues. Employees shall allow reasonable time for the questions to be answered, as the Corporate Office has many details to oversee.

These provisions supersede all existing policies not provided with the Employment Agreement and Addendums. No employee handbook can anticipate every circumstance or question about policy. As VIVA continues to grow, the need may arise, and VIVA reserves the right, to revise, supplement or rescind any policies or portion of this Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes in the handbook as they occur and shall receive copies of all said changes. The provisions of this handbook establish general guidelines, but they do not create rights or establish any obligations of VIVA, whether contractual or otherwise. No terms of this handbook are binding on VIVA unless required by law.

Please contact our corporate office by mail, phone or e-mail at [feedback@viva-it.com](mailto:feedback@viva-it.com) should you have any questions about this Handbook or should there be anything you want to address.

## 2. GENERAL INFORMATION

### 2.1 GRIEVANCE RESOLUTION GUIDELINE

We want to maintain a positive and pleasant environment for all of our employees. To help us meet this goal, our Company has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about your job is bothering you, or if you have a question, concern, idea, or problem related to your work, please discuss it with your immediate supervisor as soon as possible. If for any reason you don't feel comfortable bringing the matter to your supervisor, feel free to raise the issue with the Top Management.

Our Company is committed to providing a safe and productive work environment, free of threats to the health, safety, and well-being of our employees. These threats include, but are not limited to, harassment, discrimination, violations of health and safety rules, and violence. VIVA recognizes that there are times when an employee is confronted with some type of problem either connected to employment or one of a personal nature. In such a case, the Top Management of the Company welcomes the opportunity to discuss it confidentially with the employee. Employees should feel free at all times to consult with Top Management since a careful analysis and a helpful suggestion may often result in a solution to the problem.

We encourage you to come forward with complaints immediately, so we can take whatever action is needed to handle the problem. Once a complaint has been made, we will determine how to handle it. For serious complaints, we will immediately conduct a complete and impartial investigation.

Employees who may have grievances on routine issues (concerning employment, payroll, benefits or project assignment) shall make their first attempt to discuss the issue with the staff dealing with the particular matter in the Corporate Office. At this initial stage, the issue may be examined by the Company, with due consideration being given to the employee's point of view. Most problems are settled in the initial stage. However, if an employee remains unsatisfied, s/he must contact Top Management (the preferred method is e-mail to [feedback@viva-it.com](mailto:feedback@viva-it.com)) who may initiate a complete review of the problem and attempt to arrive at a fair and speedy resolution.

Any employees' opinions concerning company policy or procedures shall be referred to VIVA's HR ([hradmin@viva-it.com](mailto:hradmin@viva-it.com)), Payroll ([payroll@viva-it.com](mailto:payroll@viva-it.com)), Top Management ([feedback@viva-it.com](mailto:feedback@viva-it.com)) and the employee's respective VIVA Account Manager (or VIVA supervisor).

Note: several VIVA policies contain their own complaint processes, including but not limited to VIVA's policies on equal employment opportunity and harassment. The above guideline does not apply to those policies; rather, employees who believe such policies have been violated should use the complaint process in the policy at issue.

### 2.2 CONFLICT WITH GOVERNING LAW

To the extent that any provision of this handbook is contrary to any law, ordinance or statute, then the law, ordinance or statute will govern and the conflicting provision will be considered null and void. Any remaining provision of this handbook not contrary to law, ordinance or statute shall remain in effect.

### 2.3 DRESS CODE

The employees represent VIVA to the customers and service providers. The appearance of an employee speaks a great deal about self and about the Company. All employees are expected to be clean, well-groomed and dressed appropriately for the job situation.

Employees working at the customer location on project assignment are required to conform to the dress code standards of the customer. Regardless of the policy, be it at the Company or at the customer's site, during business hours the employees must be neat and clean at all times. No shorts, no holes in clothing or no dirty shoes are allowed. Hair must be kept clean. The employees may consult their site supervisor or Top Management if there are any questions as to what constitutes proper attire.

While working or attending training at the Company's offices, the employees shall wear appropriate business casual clothing (no torn jeans or shorts).

### 2.4 WORK HOURS

VIVA's regular work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless other arrangements are made and approved by the employee's supervisor in advance. Employees are allowed one hour at midday for lunch. There may be occasions when an employee may have to work beyond the regularly scheduled hours in order to complete the tasks assigned for the day and meet the deadlines. At the customer's site, the regular work hours enforced by the customer to whom the employee is assigned shall be observed by the employees. Technical employees on customer assignments shall not perform overtime without prior approval from the Project Manager and also from VIVA's corporate office.

### 2.5 TRAINING

Employees on probation may receive specialized training in order to upgrade the skills to meet the job requirements during the probationary period. Such training may also be offered to full-time employees during the interim period between two project assignments. This training may take place either at the Corporate Office or at a place convenient to hold such training. Employees undergoing required training will receive regular pay during training periods, and in the case of regular full-time employees, other benefits to which they are entitled will also be available to them during the training period. However employees undergoing training on their own – that is, training not required by VIVA and not related to the employee's current position with VIVA – shall do so during non-work hours, and if they have to undergo training during work hours, they shall apply for paid time off. For availing paid time off, please see "Paid Time Off Policy Acknowledgement," and employees who do not have or who are not entitled to paid time off benefits will not be paid during such training though they too shall be required to obtain prior approval of the Customer and VIVA.

### 2.6 USE OF TELEPHONES

A low to moderate speaking voice when on the phone or talking in person to customers, agents and office personnel is the proper, business-like conduct. Employees will be required to deal with customers and personnel from many geographic and cultural backgrounds and therefore it is important to speak clearly and distinctly on the phone. Personal use of telephones for long-distance and toll calls is not permitted. Employees shall be required to reimburse the Company for any charges resulting from their personal use of the telephone.

Excessive use of company/personal cell phones for personal calls during office hours is prohibited.

## 2.7 SOLICITATION

Solicitation by employees for any purpose is prohibited during work time. This work-time restriction applies to both the employee soliciting and the employee being solicited. Solicitation by employees is permitted during non-working time such as break and meal periods and before and after the employee's shift.

Distribution of written material of any kind by employees is not permitted on the employee's work time, as defined above, and is prohibited in all work areas at all times. Distribution of written materials is limited to non-work time and to non-work areas.

Solicitation and/or distribution of written materials by non-employees on Company premises are prohibited at all times.

## 2.8 VISITORS

Visitors frequently enter our facilities on company related business. The employees shall treat the visitors in a courteous manner, thereby reflecting the proper image of VIVA.

## 2.9 FACILITIES

Employees who are working or training at the Corporate Office may use the facilities provided there. However use of phones, computer systems, fax, printers or any other property of the Company or Customer(s) shall be for the sole purpose of performing official business.

Employees understand and agree that all official correspondence generated by employees such as e-mails, marketing materials and other service documents during employment are property of the Company, and the Company has the right to inspect all correspondence created through the Company's computers and other equipment without permission. Employees should have no expectation of privacy in their use of this correspondence.

## 2.10 SAFETY PROCEDURES

VIVA is committed to safeguarding the health, safety, and welfare of its employees and is dedicated to maintaining a safe working environment. All applicable federal and state safety and right-to-know laws are adhered to.

Should an employee become injured while working for VIVA, it is the employee's responsibility to report the injury to the on-site supervisor immediately whether or not medical attention is needed. Employees should also contact their Account Manager. If medical attention is required, but is not emergent, the employee will be directed to or taken to a medical provider. Employees at the Corporate Office who suffer an injury should immediately contact HR.

## 2.11 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which VIVA expects the business to operate. The purpose of these guidelines is to provide general directions so that the employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees shall contact Top Management ([feedback@viva-it.com](mailto:feedback@viva-it.com)) for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for his/her relative or friend or acquaintance as a result of the Company's business dealings.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the Company the existence of any actual or potential conflict of interest as soon as possible so that safeguards can be established to protect all parties.

Personal gain may result not only where an employee or relative or friend or acquaintance has a significant ownership interest in a firm with which the Company 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 the Company. Employees are expressly prohibited from receiving any gifts worth more than \$25 per year from vendors, and from giving any gifts to customers of the Company without prior approval from Top Management.

## 2.12 OFFICE ORDERS

General information, orders and other communications applicable to all or a large number of employees may be released in the form of Office Orders/Circulars/Addendums (Office Orders) by Top Management and these Office Orders shall be complied with by the employees. The modes of release of the Office Orders may include mail, e-mail or fax and in rare cases may be verbal.

### 3. EMPLOYMENT CLASSIFICATIONS

It is the intent of VIVA to clarify the definitions of employment classifications so that the employees understand their employment status and benefit eligibility. The term “Employee” in this handbook refers to all employees regardless of their classification unless otherwise noted in the specific section. Please review [VIVA USA Safe Harbor Policy](#) for details.

#### 3.1 CLASSIFICATION REGARDING OVERTIME ELIGIBILITY

Each employee is designated as either NON-EXEMPT or EXEMPT. An employee’s EXEMPT or NON-EXEMPT classification may be changed only upon written notification by the Company. NON-EXEMPT employees are eligible for overtime pay. Exempt employees are not eligible for overtime pay; rather, they are generally paid a salary that is intended to compensate them for all hours they work. Please refer to the employment agreement and benefit documents signed with your on-boarding paperwork. Please contact HR if you are still uncertain about which classification you fall into.

#### 3.2 CLASSIFICATION BASED ON EMPLOYMENT

In addition to the above classification, each employee will belong to one of the employment classifications noted below:

**SALARIED** permanent employees are those who are not in a temporary or probationary status and who are required to work for VIVA either at the company premises and/or one or many customer locations during their term of employment on a full-time schedule.

**HOURLY** paid temporary employees are employees hired with the understanding that they will complete one project assignment at a customer location or at the company premises, but may not continue working for the Company after the end of the assignment or the period defined in their employment agreement. Hourly paid temporary employees are not eligible for any benefits other than those explicitly stated in this document and in the benefit plan document currently in force.

Employees are either **PART-TIME** or **FULL-TIME** employees depending on the number of regularly scheduled hours worked each week. It is necessary that employees understand which of these classifications you fit into, because it will be important in determining whether you are entitled to benefits and leave. Please refer to the employment agreement and benefit documents signed with your on-boarding paperwork. Please contact HR if you are still uncertain about which classification you fall into. This classification of employee as “permanent” or “full-time” does not change the employee’s “at-will” status.

## 4. EMPLOYMENT PRACTICES

### 4.1 EQUAL EMPLOYMENT OPPORTUNITY

VIVA is an equal opportunity employer. All qualified applicants have an equal opportunity for placement, and all employees have an equal opportunity to develop on the job. This means that the Company will not discriminate against any employee or applicant on the basis of race, color, sex, age, religion, national origin, ancestry, marital or civil union status, genetic information, physical or mental disability, order of protection status, military status, unfavorable discharge from military service, sexual orientation (including gender-related identity), pregnancy, pregnancy-related conditions, childbirth and childbirth-related medical conditions, arrest record, or other protected status under applicable federal, state, or local law. In addition, the Company is committed to providing an environment that is free from unlawful harassment on any of the bases, including sexual and racial harassment. This equal opportunity policy shall apply to every work relationship including, but not limited to, compensation, benefits, hiring, probation, training, placement, development, promotion, transfer, layoff and recall, social and recreational programs, employment facilities, termination and retirement.

Any employee who becomes aware of a possible violation of this policy should report the matter promptly to his or her direct supervisor, or to any member of management with whom the employee feels comfortable. If the response the employee receives to this initial report is in any way unsatisfactory, the employee should then report the matter further to Top Management of VIVA (President, Vice President or COO). Supervisors who receive complaints alleging discrimination or otherwise become aware of potential violations of this policy must immediately notify Top Management.

The Company shall conduct the necessary internal investigation into the incident(s) as the facts warrant. All information regarding any specific incident will be kept as discreetly as possible within the necessary boundaries of the fact-finding process, and no retaliation against the employee reporting the allegation of discrimination will be tolerated.

An employee who violates this policy or retaliates against an employee for reporting a violation of this policy shall be subject to disciplinary action, up to and including termination.

### 4.2 AFFIRMATIVE ACTION PLAN

VIVA has an affirmative action plan in place. VIVA is committed to promoting hiring, training and promotion of minority and female candidates. No employee may subject any person to any type of discrimination when such person is recruited to work with the employee or promoted by Management to supervise the employee. Creating an environment of non-cooperation, insult or any such unproductive activities to a supervisor based on age, race, religion, sex, national origin or any other basis will be treated seriously and such employee will be terminated.

### 4.3 HARASSMENT POLICY

VIVA will not tolerate harassment of any employee on the basis of race, color, sex, age, religion, national origin, ancestry, marital or civil union status, genetic information, physical or mental disability, order of protection status, military status, unfavorable discharge from military service, sexual orientation (including gender-related identity), pregnancy, pregnancy-related conditions, childbirth and childbirth-related medical conditions, arrest record, or other protected status under applicable federal, state, or local law.

This includes sexual harassment. Sexual harassment includes, but it is not limited to, unwelcome sexual advances, requests for sexual favors, slurs, jokes and other verbal or physical conduct of a sexual nature.

Types of sexual harassment include, but are not limited to:

- Submission to sexual conduct made, either explicitly or implicitly, as a term or condition of employment.
- Submission to or rejection of the sexual conduct used as the basis for employment decisions.
- Sexual conduct having the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile or offensive work environment.

VIVA strives to promote professionalism, dignity and respect in working with and for each other as well as others who have a business relationship with the Company. Because the Company believes strongly in the rights of employees to work in an environment free of harassment, VIVA endorses the following policies:

- The Company will not condone harassment of employees in any form.
- No supervisor(s) shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or refusal to submit to sexual advances will have a positive or adverse effect on the employee's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development.
- No employee shall subject any other employee or other person within the scope of his/her employment to sexually harassing behavior, including but not limited to, repeated offenses of sexual flirtations, advances, propositions, patting, touching or pinching, staring at or brushing against the body, sexually degrading words used to describe an individual, or the display in the work place of sexually suggestive objects or pictures.

These prohibitions on harassment apply to the conduct of a supervisor toward a subordinate, a subordinate toward a supervisor, an employee toward another employee, a non-employee toward an employee, or an employee toward an applicant for employment. Harassment can occur outside of the work place as well as on site.

VIVA will investigate all allegations of harassment. The facts will determine the Company's response to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action up to and including termination. All information regarding any specific incident will be kept as discreetly as possible within the necessary boundaries of the fact-finding process, and no retaliation against the employee reporting the allegation of harassment will be tolerated.

In addition, employees are to be responsible for their own conduct, supervisors and managers are responsible for the conduct of those they supervise, i.e., they should make clear to those they supervise that harassment will not be tolerated.

Any employee who becomes aware of a possible violation of this policy should report the matter promptly to his or her direct supervisor, or to any member of management with whom the employee feels comfortable. If the response the employee receives to this initial report is in any way unsatisfactory, the employee should then report the matter further to Top Management of VIVA (President, Vice President or COO). Supervisors who receive complaints alleging harassment or otherwise become aware of potential violations of this policy must immediately notify Top Management.

#### 4.4 REASONABLE ACCOMMODATIONS POLICY

VIVA will provide reasonable accommodations to enable qualified employees with disabilities to perform their jobs and to enjoy the benefits and privileges of employment here, unless doing so would cause undue hardship. If you believe you need a reasonable accommodation, please submit your request to HR (hradmin@viva-it.com). You may make your request orally or in writing.

If you know of a particular accommodation that you believe will help, please mention it in your request. Although we cannot guarantee that we will grant your specific request, we will certainly consider it.

Once you make your request, the Company will engage in a flexible, interactive dialogue with you to seek an effective accommodation that does not create undue hardship. As part of this process, we may request medical records or information from your medical provider regarding your disability and possible accommodations. In this event, we will treat this information as a confidential medical record.

If your physician has given you job restrictions, we will try to accommodate them. We will also consider transferring you to a less hazardous or less strenuous job. However, we will not provide an accommodation if it creates undue hardship for the Company.

##### 4.4.1 Reasonable Accommodation for Religious Practices or Beliefs

Our Company will provide reasonable accommodations to employees whose religious beliefs, practices, or observances require them, unless doing so would cause undue hardship.

If you believe you need a reasonable accommodation (for example, because your religious beliefs or practices create a conflict with your job duties, schedule, dress code, or other Company policies or practices), please submit your request to HR (hradmin@viva-it.com). You may make your request orally or in writing. If you know of a particular accommodation that you believe will be effective, please mention it in your request. Although we cannot guarantee that we will grant your specific request, we will certainly consider it.

Once you make your request, the Company will engage in a flexible, interactive dialogue with you to seek an effective accommodation that does not create undue hardship. As part of this process, we may request information from you regarding your religious beliefs or practices.

#### 4.5 DRUG AND/OR SUBSTANCE ABUSE POLICY

VIVA recognizes that the provision of a safe environment promoting the welfare of its employees, customers, and visitors is essential. Substance abuse compromises employee productivity, threatens the quality of the Company's products and services, and invites the risk of damage to Company property and/or employees. As required by the nature of job and customer contract requirements, the employees may be subjected to drug tests any time before and during employment at the discretion of the Company and/or the client, to the extent permitted and in accordance with applicable law.

Every employee is encouraged to come forward with any information regarding the use of drugs, alcohol, or any other mind-altering substance. It is the responsibility of the managers, supervisors, and employees to ensure that this policy is enforced. A violation of this policy will result in disciplinary action up to and including termination.

The following are strictly prohibited on the job and/or on Company premises:

- Alcohol – Possessing, consuming, selling, attempting to sell, distributing, or being under the influence of alcohol. However, responsible consumption of alcohol is allowed in appropriate business settings, such as when entertaining a customer at dinner or attending a work-related social event.

- Controlled Substances – Possessing, using, being under the influence of, selling, attempting to sell, purchasing, distributing, manufacturing, or dispensing a controlled substance and/or drug is strictly prohibited, except in accordance with a physician’s prescription or in accordance with pertinent federal and state laws and regulations. A “controlled substance” means and includes all substances and/or medications that can affect one or more of mental and/or physical functions (e.g., coordination, reflexes, vision, mental capacity or judgment).
- Prescription and Over-the-Counter Drugs – When a physician prescribes the use of prescription or over-the-counter drugs, the employee must ask the physician whether such drugs may adversely affect his/her ability to safely and/or efficiently perform his/her assigned duties. Possession and/or use of prescription and over the counter drugs is permitted when such use will not affect a person’s ability to safely and/or efficiently perform his/her job and when appropriate supervisors or managers have been notified in accordance with this policy and have approved his/her working under the circumstances. Violation of this provision is subject to disciplinary action up to and including termination.

Violations of the following provisions may subject an employee to disciplinary action up to and including termination:

- Failure to Comply with Recovery Program – Failure to comply with or complete a recovery program when referred to one by the Company as a part of or in lieu of disciplinary action.
- Being convicted of a criminal drug violation occurring in the work place.
- Refusal to submit to a search/refusal to cooperate in an investigation. The Company reserves the right to inspect and/or search all Company property, as well as any employee’s personal property on Company premises for alcohol, controlled substances, drugs, or any other substances which may impair job performance, without prior notice. Such inspection may be conducted during or after business hours and in an employee’s presence or absence. Refusal to submit to any such inspection or refusal to cooperate in any investigation will subject an employee to disciplinary action up to and including immediate suspension or discharge.
- If the Company has reason to believe that federal, state or local laws are being violated, the Company may refer such activities to law enforcement agencies.

#### 4.6 SMOKING POLICY

In keeping with our intent to provide a safe and healthy work environment, smoking is prohibited throughout the workplace. This is consistent with prevailing government regulations banning smoking from the work place. This policy applies equally to all employees, customers, and visitors. There are smoking areas provided outside our facility. Employees working at a customer site shall observe any regulation the customer may have pertaining to smoking.

#### 4.7 ELECTRONIC MONITORING POLICY

VIVA employees shall observe the following policies with respect to e-mail, internet, computers, software and social media posts and blogs. Any employee who violates this policy can be subject to discipline, up to and including termination.

#### 4.7.1 E-mail

E-mail messages, including attachments, sent and received on Company and/or Customer equipment are the property of the Company and/or Customer. We reserve the right to access, monitor, read, and/or copy e-mail messages at any time, for any reason. Employees should not expect privacy for any e-mail sent or received using Company and/or Customer equipment, including messages that are considered to be personal or labeled with a designation such as “Personal” or “Private.”

All of our policies and rules of conduct apply to employee use of the e-mail system on Company and/or Customer equipment. This means, for example, that you may not use the e-mail system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; to send threatening messages; or to reveal Company and/or Customer trade secrets.

#### 4.7.2 E-mail Security

To avoid e-mail viruses and other threats, employees should not open e-mail attachments or click on links in e-mail from people and businesses they don’t recognize, particularly if the e-mail appears to have been forwarded multiple times or has a nonexistent or peculiar subject heading. Even if you know the sender, do not open an e-mail attachment or click a link that has a strange name or is not referenced in the body of the e-mail. It may have been transmitted automatically, without the sender’s knowledge.

If you believe your computer has been infected by a virus, worm, or other security threat to the system of Company or Customer, you must inform the respective IT department immediately.

Employees may not share their e-mail passwords with anyone, including coworkers or family members. Revealing passwords to the Company’s e-mail system could allow an outsider to access the Company’s network.

#### 4.7.3 Retaining and Deleting E-mail Messages

Because e-mail messages are electronic records, certain messages must be retained for compliance and legal evidence purposes. If you have any questions about whether and how to retain a particular e-mail message, please ask your manager.

#### 4.7.4 Don’t Use Personal E-mail Accounts for Work

Employees may not use their own personal e-mail accounts to transact Company business. This includes storing work-related documents and e-mail messages in your personal e-mail account, sending work to your personal e-mail account, engaging in work-related communications (with customers, clients, or coworkers, for example) using your personal e-mail account, or “bouncing” messages from your Company e-mail to your personal e-mail when you are out of the office.

#### 4.7.5 Rules for Accessing Personal E-mail

Accessing your personal e-mail account from work creates security risks for the Company’s computer system and network. To help control these risks, you must follow these rules when using Company equipment to access your personal e-mail:

- You may access your personal e-mail account during non-work hours only.
- Do not open any personal e-mail messages from an unknown sender. Personal e-mail is subject only to the security controls imposed by your provider, which may be less strict than the Company’s. If a personal message contains a virus or other malware, it could infect the Company’s network.
- Before you open any attachment, you must scan it for viruses using the Company’s antivirus software.
- You may not transact Company business using your personal e-mail account, nor may you transmit any Company documents using your personal e-mail account.

#### 4.7.6 Personal Use of the Internet

Our network and Internet access are for official Company business. Employees may access the Internet for personal use only outside of work hours and only in accordance with the other terms of this policy. An employee who engages in excessive Internet use using Company and/or Customer equipment, even during non-work hours, may be subject to discipline.

#### 4.7.7 Prohibited Uses of the Internet

Employees may not, at any time, access the Internet using Company equipment for any of the following purposes:

- to view websites that offer pornography, gambling, or violent imagery, or are otherwise inappropriate in the workplace
- to operate an outside business, online auction, or other sales site; solicit money for personal purposes; or otherwise act for personal financial gain or profit
- to download or copy software, games, text, photos, or any other works in violation of copyright, trademark, or other laws
- to stream, run, or download any non-Company-licensed software program without the express consent of the IT department
- to stream, run, or download music, video, games, widgets, or any form of multimedia, from the Internet, or
- to read, open, or download any file from the Internet without first screening that file for viruses using the Company's virus detection software.

If you believe that your job may require you to do something that would otherwise be forbidden by this policy, ask your manager how to proceed.

#### 4.7.8 No Personal Posts Using Company and/or Customer Equipment

Employees may not use the Company's equipment to transmit their personal opinions by, for example, posting a comment to a blog or social networking page or contributing to an online forum. Even if you don't identify yourself as a Company employee, your use of Company equipment could cause your opinion to be mistaken for the Company's view.

#### 4.7.9 Internet Use Is Not Private

We reserve the right to monitor employee use of the Internet at any time. You should not expect that your use of the Internet—including but not limited to the sites you visit, the amount of time you spend online, and the communications you have—will be private.

#### 4.7.10 Software Use

It is our Company's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical; it is also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help us adhere to this policy, employees may not do any of the following without permission from the IT department:

- copy any Company software program, for any reason
- install a Company software program on a home computer
- install a personal software program (that is, software owned by the employee) on any Company computer
- download any software program from the Internet to a Company computer

The Company may audit Company-owned computers at any time to ensure compliance with this policy.

#### 4.7.11 Personal Blogs and Online Posts

Our Company recognizes that some of our employees may choose to express themselves by posting personal information on the Internet through personal websites, social media, blogs, or chat rooms, by uploading content, or by making comments at other websites or blogs. However, problems can arise when a personal posting identifies or appears to be associated with our Company, or when a personal posting is used in ways that violate the Company's rights or the rights of other employees.

Under no circumstances, shall employees identify the Client names and details they are working at in their personal blogs, social media and other online postings except in professional sites like LinkedIn or Careerbuilder.com for the purpose of gaining new employment or professional relationships and subject to confidentiality agreements signed by the employees. Violation of this policy will result in disciplinary actions up to and including termination.

Employees posting obscene pictures, gestures or comments in social media or online posts may also face disciplinary actions including termination.

#### 4.7.12 No Posting Using Company Resources

Employees may not use Company resources to create or maintain a personal blog, personal website, or personal page on a social networking site, or to upload content or make personal postings online; nor may employees do so on Company time.

#### 4.7.13 Interacting Online With Colleagues

The Company does not tolerate conduct or communications toward work colleagues that violate company policies—such as sexual harassment, bullying, or threats—whether they take place online or off.

## 5. BENEFITS

### 5.1 APPLICABILITY

Employees are eligible for benefits subject to the conditions described herein and the benefit plan summary document issued at the time of signing the Employment Agreement and revised periodically. The benefit changes are distributed by e-mail to all employees. Please contact [hadmin@viva-it.com](mailto:hadmin@viva-it.com) for a copy of the following documents that are currently in force.

### 5.2 GROUP HEALTH AND DENTAL INSURANCE

Please refer to the benefit plan summary document.

### 5.3 401(K) PLAN

Employees are eligible to participate in the plan any time after six months of employment, but participation is voluntary. Please refer to the benefit plan summary document for current policies on eligibility, benefits and additional details.

### 5.4 PAID TIME-OFF

Please note that only salaried, permanent, W2 employees who successfully complete the initial probation period are eligible for the paid time-off benefits, unless otherwise required by applicable law. **Employees who do not work a standard 40-hour week are not entitled to these benefits**, unless otherwise required by applicable law. Please refer to the paid time-off policy acknowledgement document currently in force.

### 5.5 HOLIDAYS

Please note that only salaried, permanent, W2 employees who successfully complete the initial probation period are eligible for the paid holiday benefits, unless otherwise required by applicable law. **Employees who do not work a standard 40-hour week are not entitled to these benefits**, unless otherwise required by applicable law. Please refer to the paid time off policy acknowledgement document currently in force.

### 5.6 MILEAGE AND EXPENSES

Certain job functions within the Company may require employees to include out-of-town travel using their personal automobile in their job duties. Such expenditures are reimbursable to employees on a monthly basis. Use of a personal automobile for business trips is reimbursable at a specific rate as per current IRS policies and covers the cost of gasoline and auto depreciation. This does not apply to the travel made between residence and normal place of work and for routine visits to customer locations and local meetings. Prior approval must be obtained from the employee's supervisor before making a trip. Employees traveling on official business such as conferences and meetings shall keep a record of the transportation, lodging and meal expense for reimbursement. Reimbursements cannot and will not be made without proper documentation of expenditures.

Expenses incurred by employees for settling/relocation or in the conduct of Company business will be reimbursed if previously authorized by Top Management. Items such as transportation and lodging

subject to a maximum of 7 days as well as meals and telephone charges under certain circumstances may be included while relocating. Any expenses incurred beyond the first 7 days shall be borne by the employee. No settling/relocation allowance is permissible if the new work site is within a distance of 25 miles of the old work site or if the relocation is done by the employee on his/her own will.

If a salaried permanent employee is required to relocate without sufficient notice period (one month), apartment lease breakage fee reimbursement will be provided subject to production of necessary proof. This amount cannot exceed \$750.00. It is the responsibility of the employee to minimize or avoid such lease breakage fees.

Use of a personal automobile for eligible relocation is reimbursable at the rate as per current IRS policies and covers the cost of gasoline and auto depreciation.

When submitting an expense report, employees shall ensure that the claims are substantiated by valid receipts. This will allow expeditious processing of the claims. The Company will not reimburse expenses without original proper receipts or prior authorization. All expenses must be turned in by the 15<sup>th</sup> of the following month. Expense statements not submitted within one hundred eighty (180) days of the expense being incurred will not be processed. For more information, see the VIVA Reimbursement policy.

## 5.7 EMPLOYEE LOANS AND ADVANCES

Employees who are required to undertake business trips on behalf of the Company and its customers may be provided with necessary funds in advance of their travel, provided such funds have been pre-approved by the Company and Customer manager supervising the employees. All such advances must be substantiated by valid receipts immediately after completion of the trip.

As a matter of policy, VIVA does not entertain requests for personal loans and advances from employees. However, if the employee has worked in VIVA successfully for five years or more, an amount not exceeding three months of their wages may be given as an one-time loan to meet personal commitments at the discretion of the Company and subject to availability of funds. On occasions when an employee relocates from one state to accept a position in a different state, VIVA may, at its discretion, provide a reasonable amount as relocation advance. Any additional expenses borne by the Company on behalf of an employee, e.g., overnight charges or wire transfer charges, will be charged back to the employee. Advances given to an employee may be subject to state and federal taxes.

## 5.8 LEAVES OF ABSENCE

In most cases, VIVA does not provide paid leaves of absence. The exceptions are jury duty, temporary military duty, long-term military service, time off to donate blood or where otherwise required by applicable law. However, employees may take unpaid leaves as personal leave (with prior approval) or Family and Medical Leave (FMLA), if eligible. More information on all types of leave is provided below.

### 5.8.1 Jury Duty

Salaried and hourly employees are required to inform their customer manager and/or VIVA corporate office within 10 days of receiving a jury duty summons, unless otherwise provided by applicable law.

Employees called for jury duty will be excused from work, without loss of base pay, for a maximum of three working days per year during their regular working hours (subject to the state law). Each such

employee must, however, present the Summons for jury duty to the Corporate Office prior to the beginning date of such duty.

Employees will be paid for jury duty according to applicable state law, providing they present a copy of the jury payment to payroll. Employees dismissed from jury duty by noon will be expected to return to work on that day.

#### 5.8.2 Temporary Military Duty

An employee will receive the difference between the regular wages and the amount received for temporary military duty performed in the Armed Service of the United States for a period not to exceed 10 working days in a calendar year, unless otherwise required by Federal Law. If an employee receives orders for temporary military duty, copies of the orders must be submitted to the Corporate Office as soon as possible. In order to receive payment, an employee must present evidence of payment from the military branch in which s/he has served.

#### 5.8.3 Long-term military Duty

As a reservist called to long-term active duty in the Armed Services of the United States, an employee will be provided an unpaid military leave of absence. Upon being honorably discharged from active duty, s/he will be re-employed in the same position held when called to active duty or to a position of similar seniority, status and compensation. If the employee returns with a disability that prevents him/her from performing the original duties, the employee will be offered a position as similar to his/her previous position as practical. Federal law requires returning reservists be given credit for any months and hours of service he or she would have been employed but for the military service.

These reemployment requirements do not apply if an employee is not honorably discharged; if an employee voluntarily remains on active duty longer than four years or in the event the employee is hospitalized while on active duty or if the period of hospitalization after active duty exceeds one year. While on long-term active duty, an employee will not receive salary. If the leave exceeds 30 days, the employee will not be eligible for any benefits. However, an employee may continue the insurance coverage at his/her own expense by making arrangements in advance with the Corporate Office.

#### 5.8.4 Donating Blood

VIVA USA Inc. supports employees who wish to donate blood, tissue or organs. We will follow individual state law regarding allowing time off for these situations. However, employees are required to first submit a written request for time off to the Company and have the leave approved by the Company. The written request must include medical documentation of the appointment to donate prior to the donation along with the request to donate. Upon his/her return, the employee must provide a written confirmation from the blood bank that the appointment was kept.

#### 5.8.5 Personal Leave

Employees may request from the Corporate Office an unpaid leave of absence as a result of long-term military duty or personal hardship. Such leave must be approved by Top Management of the Company and will only be granted when, in the judgment of management, it is justified, does not interfere with the efficient operation of the business, is necessitated by business conditions, or is required by law.

Notification Requirements: It is the employee's responsibility to provide the Corporate Office the following information in writing as soon as the employee becomes aware of the need for a leave of absence:

- The reason the leave of absence is being requested
- The anticipated dates the leave of absence will begin and end

While on leave of absence, the employee will not receive a salary. However, employees will be required to use all accrued paid time off. If the leave exceeds 30 days, the employee will not be eligible for any benefits beyond 30 days. However, an employee may continue the insurance coverage at his/her own expense by making arrangements in advance with the HR Generalist or Top Management.

There will be no pay for any holidays that occur during a leave of absence, nor will paid time off accumulate during the leave. Upon return from the personal leave, the employee's normal anniversary date for performance and pay review will adjust by the number of days absent.

Please note: this policy does not apply to any situation where an employee requests a leave of absence as a reasonable accommodation for a disability; such situations are governed by the Reasonable Accommodations Policy above.

#### 5.8.6 Family and Medical Leave (FMLA)

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact VIVA HR.

##### **Employees Eligible for FMLA Leave**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: (1) have been employed by VIVA for at least 12 months (which need not be consecutive); (2) have been employed by VIVA for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

##### **Employee Entitlements for FMLA Leave**

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

##### **Basic FMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12 month period is determined on a rolling basis, measured backwards from the date an employee uses any FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or has been notified of an impending call or order to covered active duty status in the Armed Forces.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Note that an employee may be given leave beyond the 12 workweeks of FMLA leave if such additional leave is needed as a reasonable accommodation for the employee's disability. Also, an employee who is not eligible for FMLA leave may be provided with unpaid leave if needed as a reasonable accommodation for the employee's disability.

#### **Additional Military Family Leave Entitlement (Injured Service member Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "**covered service member**" means (A) members of the Armed Forces (including the Reserves and National Guard) who are undergoing medical treatment, recuperation, or therapy or is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (B) veterans who were members of the Armed Forces (including Reserves and National Guard) during the 5 year period preceding the date on which they undergo such medical treatment, recuperation or therapy for an injury or illness incurred in the line of active duty with the Armed Forces.

#### **Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

**Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

**Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause VIVA substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. VIVA will notify employees if they qualify as “key employees”, if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

**Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from VIVA telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) VIVA’s designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

**Employee FMLA Leave Obligations****Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

**Content of Employee Notice**

To trigger FMLA leave protections, employees must inform VIVA HR of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow VIVA to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a covered military member being on covered active duty or called to covered active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to VIVA’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which VIVA has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

**Timing of Employee Notice**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide VIVA notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

**Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with VIVA and make a reasonable effort to schedule treatment so as not to unduly disrupt VIVA’s operations, subject to the approval of an employee’s health care provider. Employees must consult with VIVA prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both VIVA and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, VIVA may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, VIVA may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, VIVA and the employee shall attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting VIVA’s operations, subject to the approval of the employee’s health care provider.

**Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee’s responsibility to provide VIVA with timely, complete and sufficient medical certifications. Whenever VIVA requests employees to provide FMLA medical certifications,

employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. VIVA shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. VIVA will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, VIVA (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide VIVA with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever VIVA deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that you not provide any genetic information when responding to any request for medical information, including when providing any medical information related to this policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If VIVA has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at VIVA's expense. If the opinions of the initial and second health care providers differ, VIVA may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by VIVA and the employee.

### **Medical Recertification**

Depending on the circumstances and duration of FMLA leave, VIVA may require employees to provide recertification of medical conditions giving rise to the need for leave. VIVA will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide VIVA with medical certification confirming they are able to return to

work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. VIVA may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a covered military members, VIVA may require employees to provide: 1) a copy of the covered military member's covered active duty orders or other documentation issued by the military indicating the covered military member is on covered active duty or call to covered active duty status and the dates of the covered military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new covered active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, VIVA may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

### **Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan, if currently offered or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, VIVA will allow employees to use accrued paid time to supplement any paid disability benefits if currently offered by VIVA.

### **Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless VIVA notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, VIVA will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through paper check made payable to VIVA USA INC and mailed directly to the Company's corporate address.

VIVA's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, VIVA will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse VIVA for the cost of the premiums VIVA paid for maintaining coverage during their unpaid FMLA leave.

**Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult VIVA's other leave policies in this Handbook or contact VIVA HR.

**Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact VIVA HR. VIVA is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If an employee believes his or her FMLA rights have been violated, the employee should immediately report the matter to his or her supervisor, VIVA HR, or any member of management with whom the employee feels comfortable. If the response the employee receives to this report is in any way unsatisfactory, the employee should then further report the matter to Top Management (President, Vice President, or COO). VIVA will not retaliate against, or tolerate any retaliation against, an employee for making a good-faith report of a concern under this policy. VIVA will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**5.8.7 Absence due to Furloughs and Client Sabbaticals**

Employees who are working at client sites shall promptly notify the Corporate Office Payroll department (payroll@viva-it.com) and the VIVA supervisor whenever the Client announces shutdown due to Furlough or places the employee on sabbatical leave. In addition, the Company may, at its own discretion, announce temporary shutdowns due to various business and other exigencies. Employees affected by these shutdowns will not be paid any wages unless specifically authorized in the employment agreement executed by the employee or by the state laws in force at the time of the absence.

**5.9 EDUCATIONAL ASSISTANCE**

VIVA may, at its discretion, provide employees with reimbursement subject to a maximum of \$2,500 per year for a maximum of 3 years, subject to availability of budget for educational expenses in a year and to the following conditions:

1. Employees must have completed three years of salaried permanent employment before start of the courses.
2. The course must be related to the employee's present or prospective job assignment.
3. All planned course schedules must be submitted to Corporate Office prior to registration for prior approval determination.
4. The course must be for credit, part of a certificate program of study, or a correspondence course given by a college or technical school.
5. Employees must receive a minimum grade 'B' on the course.

6. Employees must be salaried permanent employees of the Company throughout the course. If an employee voluntarily terminates the employment within 12 months after completion of a course, s/he must return the reimbursed amount to the Company, unless otherwise prohibited by applicable law.
7. The amounts requested for reimbursement must not be reimbursed by any other source. (e.g. G.I. Bill).
8. An application for educational assistance must be submitted and approved in advance by the Corporate Office.
9. The Company may reimburse the employee for all pre-approved amounts after the employee completes the course and provides the Company with proof of registration, a final grade report, bill of expenses indicating actual costs for tuition and registration fees, and proof of payment such as canceled checks or receipts.

Employees are expected to make up any time should it be necessary for them to be away from the job due to course scheduling. Any change in working hours necessitated by course scheduling must be approved by the employees' supervisor and Top Management.

Reimbursement for courses may be subject to social security, state income and federal income taxes.

No advances, loans or subsidies will be paid by the Company to the employees for the purchase of any material including computers, books, etc. whether these are required for the course or for any other purpose.

#### 5.10 EMPLOYEE REFERRAL PROGRAM

The employee referral program is provided to encourage the employees to refer qualified applicants seeking positions with the Company.

If an employee refers a person, then the Company may pay a referral fee ranging from \$400 and to a maximum of \$4,000. In all cases, the referral fee shall not exceed \$4,000 per referral. The exact amount paid will be at the Company's discretion and will depend on the level of the employee's effort in assisting the Company in hiring the person as well as the length of experience and skill level of the person. The amount will be paid in installments once every three months and the first installment will begin on completion of three months of employment by the hired person. The employee shall continue in service to receive the referral fee. This employee referral fee is a taxable compensation.

#### 5.11 CUSTOMER REFERRAL PROGRAM

If an employee introduces VIVA to a new customer from whom VIVA subsequently obtains business within a reasonable time (6 months) after such introduction, the Company may pay the employee a referral fee up to a maximum of \$4,000. The exact amount paid will be at the Company's discretion and will depend on the level of the employee's effort in assisting the Company in obtaining the new business as well as the size and scope of the project obtained. The amount will be paid in installments once in every three months and the first installment will be paid at the end of three months from the date of obtaining the business (starting of first assignment).

If an employee provides VIVA with extraordinary information about the new requirements of a customer at whose site the employee is currently assigned with a project, VIVA may then suitably reward the employee if VIVA gets additional business within a reasonable time (six months) after receiving such information from the employee.

The employee shall continue in service to receive the above referral fees. Any project referral fee(s) will be considered as taxable compensation.

#### 5.12 PERFORMANCE REVIEWS

Every employee's performance is normally reviewed at the end of every one year of service. However, the actual frequency of such reviews may be changed at the discretion of VIVA with or without notice. Depending on the outcome of such review, change in the employee's pay may be affected. For employees working on customer assignments, no pay increase will be provided unless there is a rate increase by the customer to VIVA. All changes in employee pay are at the sole discretion of VIVA.

#### 5.13 STATE-SPECIFIC PROVISIONS

VIVA makes all attempts to comply with various state specific laws in terms of employee pay and benefits in which our employees work at our company and customer locations. Please refer to any applicable state supplement and/or contact VIVA HR with any questions.

## 6. CORPORATE RECORDS

### 6.1 GENERAL INFORMATION

Primary business interests of the Company govern the release of VIVA documents outside the corporation. These interests include the Company's contractual commitments, market timing, protection of private, proprietary, and competitive sensitive data, and public relations. Additionally, some documents are controlled by such agencies as the Department of Labor, Agriculture and the Office of Federal Contract Compliance Program.

### 6.2 PERSONNEL RECORDS

Every employee's official personnel record is maintained by the Corporate Office staff and may be inspected by contacting the same. Access to these files is restricted to the particular employee and the Corporate Office staff.

However, most of the documents kept in the employee's record have been signed by the Management and/or employee and a copy already given to the employee. In the course of employment, instructions, advice and warnings may be issued to the employee through e-mail. No copies of daily work-related e-mail correspondence are maintained in the personnel file unless they relate to serious corrective or counseling actions.

### 6.3 PERSONAL AND INSURANCE INFORMATION

Employees shall notify the Corporate Office in writing immediately following a change of their name, address, telephone number or marital status or if they wish to change the insurance dependency status, beneficiary or emergency contact.

### 6.4 CONFIDENTIALITY

Business success of VIVA is based upon the developmental activities in the fields of systems and applications engineering and upon the protection of its know-how, ideas, identification and whereabouts of the customers and employees, inventions and data on Company's financial, marketing and corporate strategy.

In order to permit necessary internal use of the Company confidential information while preserving VIVA's competitive advantage in the industry, all employees must take every precaution to safeguard both internal and external transfer of proprietary data. Employees are required to certify, when they begin the employment, that they will protect VIVA's proprietary information from unauthorized use or disclosure and that they will preserve the confidentiality of information even beyond their employment period at VIVA.

All confidential data, including but not limited to materials, design concepts, computer software, technical data, customer and prospect lists, financial and pricing data and strategies shall not be released to parties outside the Company unless permitted by policy or with the prior approval of the President.

Any external transfer of documents containing Company proprietary data requires the prior written approval of the President in the form of a Proprietary Information and Inventions Agreement or Teaming Agreement with nondisclosure provisions. If an employee intends to exchange Company proprietary information with a non-government outside party, s/he must ensure that a Proprietary Information and Inventions Agreement is in place.

Moreover, if an employee is engaged in the exchange of proprietary information s/he must ensure that proprietary information is properly protected against unauthorized disclosure and that the obligations and terms of the proprietary information agreement are fulfilled. Our policy permits the disclosure of Company information to government entities having a need to know, provided that all such information is clearly and conspicuously marked as proprietary and its restrictions for use and disclosure are specified.

No VIVA proprietary financial information may be incorporated into proposals to any non-government customer without the prior written approval of Top Management. Such data must be clearly and conspicuously identified as Company proprietary financial information. The proprietary legend used will be subject to review and approval by the President.

Any information about VIVA, including but not limited to the identity and whereabouts of the Company's projects and their locations, is proprietary in nature to VIVA and shall not be disclosed by the employees to any of VIVA's competitors or their agents either directly or indirectly. Any disclosure of such information will be treated as a serious violation of the Company rules and VIVA may institute any legal action for seeking damage from/against all parties involved as well as discipline up to and including termination.

## 6.5 SECURITY

Upon reporting to work, certain employees will be required to complete the appropriate security forms as directed by the Corporate Office.

## 6.6 PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of the wages and other benefits and as a condition of employment, every employee must sign a Proprietary Information and Inventions Agreement.

## 6.7 IMMIGRATION AND NATURALIZATION SERVICE REQUIREMENTS

All new employees must complete Form I-9, Employment and Eligibility Verification Forms, and provide the Company with appropriate documents establishing both employment authorization and identification. Employees should be aware that VIVA utilizes the federal government's E-Verify program to substantiate an employee's identity and ability to work in the U.S.

## 6.8 USE OF COPYRIGHTED SOFTWARE

Employees may utilize copyrighted software products provided to them by the Company only in the course of rendering services for VIVA. Employees are not permitted to copy, distribute internally or externally, or sell copies of the copyrighted software without specific written authorization from Top Management. Employees may not bring their own software products, whether or not copyrighted, to work. Any loading of unauthorized software products in the computers of VIVA or its customers is prohibited.

## 7. COMPANY RULES OF CONDUCT AND DISCIPLINE

Violation of the rules outlined below which prohibit the indicated behavior will, at the discretion of the Company, result in disciplinary action up to and including discharge.

The rules are not intended to be all inclusive of the proper standards of conduct or other obligations of employees. The Company reserves the right to take disciplinary action for other conduct not specifically listed here. Some of the policies have already been outlined earlier in the handbook. Others are contained in the following list. Employees are required to read this list of actions and to understand them fully. If Top Management believes that an employee has committed any one of these actions or any one of the previously mentioned actions or similarly egregious actions, s/he may be subject to disciplinary action up to and including dismissal.

The following actions by employees may result in immediate dismissal or disciplinary action and are expressly prohibited:

1. Violation of non-solicitation and confidentiality provisions of employee's Employment Agreement and/or the terms contained in this employee handbook
2. Theft of the Company's property, both tangible and intangible, including but not limited to customer, employee financial information and the Company trade secrets and information or the property of an individual in the offices or the premises of the Company or its customers
3. Falsifying a time sheet or signing another's time sheet or in any other way falsifying a time record of any employee
4. Obtaining employment on the basis of false or misleading statements
5. Absence without reporting satisfactory reasons
6. Use of abusive, threatening, or obscene language at the Company or customer's work site
7. Disorderly conduct of any kind in offices, or on the premises of the Company or its customers, such as loud arguing, fighting, wrestling, roughhousing, or any other activity dangerous to life, limb or property
8. Violation of general safety and security rules
9. Gambling or promoting lotteries, etc., in the premises of the Company or its customers
10. Violation of the drug and alcohol policies of the Company and or its customers
11. Performing personal business during work hours and/or on Company or customer premises such as selling or peddling article(s)
12. Violation of the no solicitation policy
13. Violation of the policy on non-discrimination and sexual harassment
14. Smoking in offices except at designated places outside the building
15. Violation of cleanliness and good housekeeping rules at drinking fountains, washrooms and elsewhere on premises, including such actions as spitting, disposition of papers, etc.
16. Habitual, unexcused tardiness or absenteeism
17. Allowing a visitor in the employee's custody to enter a restricted area or to violate any Company rule
18. Willful violation of any departmental rule
19. Insubordination (disobedience to authority or failure to follow instructions)
20. Abandonment of an assigned job
21. Causing hazardous or unsafe working conditions
22. Possession of weapons on Company or customer premises at any time, except as allowable by applicable law
23. Restricting or interfering with work production, or attempting to induce others to do so
24. Sleeping on the job, neglecting or failing to perform assigned duties
25. Engaging in other employment without prior approval by the Company during any leave
26. Failure to cooperate in the investigation of an alleged offense of Company rules or policies

27. Unauthorized use of Company or customer's telephones, e-mail, internet, postage, stationary, etc.
28. Personal conduct which is abusive or defamatory to other employees or to customers
29. Display and/or perusal of books, magazines, or posters which contain nudity or sexually explicit material on Company or customer premises
30. Behavior in violation of any customer policy governing security, confidentiality or security arrangements, including unauthorized access to customer site during non-working hours, or allowing any other person unauthorized access to a customer site
31. Failure to respond to written or oral communications issued by the Company within the time limit specified

## 8. TERMINATION OF EMPLOYMENT

### 8.1 GENERAL INFORMATION

As a courtesy, all employees are requested to submit, in writing, notice of intent to leave employment by giving sufficient notice prior to the actual date of resignation as previously agreed.

VIVA may terminate the relationship with an employee after giving notice as per the Employment Agreement or one week otherwise. However, the Company reserves the right to terminate an employee at any time as a result of the employee's misconduct, including, but not limited to, non-performance, and/or poor performance.

Medical insurance benefits end on the day the employee separates employment (see COBRA section). All other benefits including vacation, 401 (k) and other monetary incentives also stop following an employee's separation from employment.

Upon termination, an employee must immediately submit all outstanding time sheets and expense reports to the corporate office, return all Company and/or government property that s/he has previously been issued, and reimburse VIVA for any moneys owed to the Company.

If employee has been performing services at a customer location, termination must be an orderly and professional process - completing documentation, handing over of security badges, termination of telephone and other services, apartment cleanup, etc. Also, employees shall complete the project completion form and must ensure that the corporate office receives the completed form and the final approved timesheets.

### 8.2 SEVERANCE

Severance pay may be provided at the discretion of the Company as a temporary continuation of earnings in lieu of notice to assist full-time employees who are laid-off or involuntarily terminated for reasons other than cause. In cases where employees are terminated for cause, including but not limited to, unsatisfactory performance, such employees will not be entitled to any notice and/or severance pay.

Employees may be eligible for either one week notice or one week severance at the discretion of the Company in lieu of notice or combination thereof unless otherwise stated in the Employment Agreement.

Any payment of severance is contingent on the employee signing a severance agreement, including a general release of claims, in a form acceptable to the Company.

### 8.3 EXIT INTERVIEW

In order to determine the reasons for separation from employment, the employee may be interviewed by appropriate staff of the Corporate Office. During the interview, the employee will be advised of the benefits upon termination and the employee's responsibility for the protection of the Company's proprietary information.

## 9. ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

All employees must acknowledge the receipt of this handbook either by signing and sending the acknowledgement sheet by fax to (847) 368-0864 or e-mail to [feedback@viva-it.com](mailto:feedback@viva-it.com).

I acknowledge that I have received a copy of the VIVA USA, INC. Employee Handbook. I understand that this employee handbook is intended to be a resource for information regarding employment practices and policies, and that this handbook and the practices and policies it contains, except for the policy of at-will employment, are subject to change at any time, with or without notice, at VIVA's sole and absolute discretion. Any changes will override those found in this handbook and all changes will be communicated in writing.

I UNDERSTAND THAT THIS HANDBOOK IS NOT A CONTRACT, BARGAIN, OR AGREEMENT. In particular, it is not a contract, bargain, or agreement for employment for any specific length of time, nor is it a contract, bargain, or agreement to pay any particular type or amount of wages to me or to any employee.

I also acknowledge that the employment relationship between VIVA and me is employment-at-will so that both VIVA and I remain free to choose to end our work relationship at any time, for any reason, with or without notice. No supervisor, manager, employee, or other representative of VIVA other than the president, has authority to make any promise or commitment contrary to the foregoing or to enter into any agreement with me for employment for any specified duration. Any such agreement entered into by the president of VIVA must be in writing.

I have read and understand the above statements, and I understand that it is my responsibility to read and understand the policies contained in this handbook and any revisions made to it.

I understand that if I have questions, I should contact VIVA USA INC at [feedback@viva-it.com](mailto:feedback@viva-it.com).

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Signature of Employee

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Date