



iNTELLITREX

INTEGRATED | INTELLIGENT | INNOVATION

Employee Handbook



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INTELLITREX EMPLOYEE HANDBOOK

This employee handbook has been prepared for your information and understanding of the policies, philosophies and practices and benefits of Intellitrex

PLEASE READ IT CAREFULLY. Upon completion of your review of this handbook, please sign the statement below, and return to your personnel representative by the due date. A reproduction of this acknowledgment appears at the back of this booklet for your records.

I, _____, have received and read a copy of the Intellitrex Employee Handbook which outlines the goals, policies, benefits and expectations of Intellitrex, as well as my responsibilities as an employee.

I have familiarized myself, at least generally, with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in Employee Handbook provided to me by Intellitrex I understand this handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of Intellitrex

I understand that Intellitrex Employee Handbook is not a contract of employment and should not be deemed as such, and that I am an employee at will.

(Employee signature)

Please return by:

(put date here)

Dear Employee,

Welcome to Intellitrex!

We are excited to have you as part of our team. You were hired because we believe you can contribute to the achievement of our goals and to the bottom line of success, and share our commitment to our vision and mission statement.

Intellitrex is committed to distinctive quality and unparalleled customer service in all aspects of our business. As part of the team, you will discover that the pursuit of excellence is truly a rewarding aspect of your career with INTELLITREX. As a team member, you must "own" the results of your productivity.

This employee handbook contains the key policies, goals, benefits, and expectations of INTELLITREX; and other information you will need as part of our team.

Our mission statement:

At INTELLITREX, we pledge to provide the highest level of quality customer service and products. It is our endeavor to strive and gain the respect and trust of our customers, suppliers and partner vendors, therefore provoking them to look to us for all their IT needs.

The success of INTELLITREX is determined by our success in operating as a united team. We have to strive for excellence with all our customers every day in order that the customers make the decision to choose our services every time.

Our success is guaranteed by inventive, fruitful employees who are empowered to make suggestions while thinking "outside the box." Every job is essential to fulfilling our mission to "provide the highest level of quality customer service" everyday to more people who "trust and respect" us. We achieve this through dedicated hard work and commitment from every employee. It is the desire of INTELLITREX's management, from top to bottom, to have every employee succeed in their job, and assist in achieving our goals.

You should use this handbook as a ready reference as you pursue your career with INTELLITREX. Additionally, the handbook should assure good management and fair treatment of all employees. At INTELLITREX, we strive to recognize the contributions of all employees.

Welcome aboard. We look forward to your contribution.

Sincerely,

Ira M. Perry

CEO/President

CORPORATE OVERVIEW

INTELLITREX is a privately held corporation founded in 2001 by its President Ira M. Perry. The company is incorporated in the state of Delaware, with its headquarters in Waldorf, Maryland.

INTELLITREX is a unique consulting firm with superior expertise, as well as the advantage of having cooperative relationships with some of the world's leading Computer Security (COMPUSEC) professionals.

INTELLITREX's comprehensive approach to vulnerability detection and risk mitigation provides awareness, readiness and vigilance for residential clientele as well as commercial customers. Our Philosophy centers on the idea of "defense-in-depth". In other words, we follow a proven methodology that addresses all types of Risk.

INTELLITREX provides a wide variety of information technology and other capabilities. However, we find that our corporate focus centers on the following general services:

- ***Operations, Maintenance and Facilities Support***
- ***Information Operations/Warfare/Assurance***
- ***Network Support and Web Services***
- ***Training and Training Development***
- ***Risk Assessments***
- ***Studies and Analyses***

Our staff is comprised of many talented and experienced engineers, programmers, analysts, specialist – many possess security clearances up to the SCI level. Our staff provides a generous mix DoD experience, other Government experience, and younger highly technically qualified personnel.

GOALS, VALUES AND BELIEFS

Our goal at INTELLITREX is simple -- extraordinary customer service as we provide our customer's needs in the IT industry. We accomplish this.

Our goals are accomplished by a commitment from every employee.

Our values and beliefs require that we:

- *Treat each employee with respect and give them an opportunity for input on how to continually improve our service goals.*
- *Treat each employee fairly and with mutual respect. The Company does not tolerate discrimination of any kind and encourages all managers and supervisors to involve employees in problem solving and the creativity process. When problems arise, the facts should be analyzed to determine ways to avoid similar problems in the future.*
- *Provide the most effective and efficient corrective action, to resolve customer service issues, to ensure our customers satisfaction and that the problem not be repeated in the future. In this way, we will not maintain our leadership position in the industry.*
- *Foster an open door policy which encourages interaction, discussions and ideas to improve the work environment, thus increase our productivity.*
- *Deliver competitive, impeccable service to our customers and, where required, partner our customers with vendors who share our mission vision.*
- *Make "Do It Right the First Time" our commitment as a team and our only way of doing business. This commitment will assure continued growth and prosperity.*

Introduction



This Manual is designed to acquaint you with Intellitrex and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this manual applies to all employees of INTELLITREX. Following the policies described in this manual is considered a condition of continued employment. However, nothing in this manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

SECTION 1

1.1 CHANGES IN POLICY

This manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

1.2 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. It is important that the personnel records of INTELLITREX be accurate at all times. In order to avoid issues or compromising your benefit eligibility or having W2's returned, INTELLITREX expects that employees will promptly notify appropriate personnel representative of any change in name, home address, telephone number, marital status, number of dependents, or any other pertinent information which may change. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.3 EMPLOYMENT RELATIONSHIP

You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, INTELLITREX is free to conclude its relationship with any employee at any time for any reason or no reason. Following the probationary period, employees are required to follow the Employment Termination Policy (See Section 3.14).

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Intellitrex, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

SECTION 2

DEFINITIONS OF EMPLOYEES STATUS

"EMPLOYEES" DEFINED

Based on the conditions of employment, employees of Intellitrex fall into the following categories:

- **FULL TIME**

An employee who works the standard working hours of the Company each week (for these purposes, 8 hours per day, 5 days per week).

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis.

- **PART- TIME**

Part-time employees are classified as exempt or non-exempt and work a regular schedule of 20 hours or more but less than 30 hours per week.

- **TEMPORARY (FULL-TIME or PART-TIME)**

A temporary employee is hired for a specified project or time frame and works an irregular schedule of less than 20 hours per week. A temporary employee in a non-exempt position is paid by the hour while temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by the Company.

SECTION 3

EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at INTELLITREX will be based on merit, qualifications, and abilities. INTELLITREX does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability. INTELLITREX is committed to identifying the most capable people we find and providing them with virtually unlimited opportunities to prosper without regard to their race, color, religion, sex, national origin, age or disability or any other status.

INTELLITREX will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

3.2 NON-DISCLOSURE/CONFIDENTIALITY

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

- **Compensation data,**
- **Financial information,**
- **Marketing strategies,**
- **Pending projects and proposals,**
- **Proprietary production processes,**
- **Personnel/Payroll records, salaries and**
- **Conversations between any persons associated with the company.**

All employees are required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.3 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by a Human Resources representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The new employee's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new employee get started on specific functions.

3.4 PROBATIONARY PERIOD FOR NEW EMPLOYEES

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from date of hire. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the Company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90 day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain Company standards for job performance and behavior (See Section 4, Standards of Conduct).

3.5 WORKDAY

The normal workday is eight (8) hours for non-exempt, with 40 hours being a normal work week, see Section 5.3, Overtime. Exempt employees generally work the same hours, but may be required to work more hours as the work dictates. While you are generally expected to work the number of hours stated above, INTELLITREX does not guarantee that you will actually work that many hours in any given day or week (or to be paid for such hours if you do not work that many hours).

3.6 LUNCH PERIODS

Employees are allowed a 30 – 60 minute lunch break. Lunch breaks are generally taken at your liberty, keeping in mind that your break doesn't create a problem for co-workers or clients.

3.7 BREAK PERIODS

INTELLITREX does not provide for employees to break during production activities except for the above outlined lunch period.

If employees have unexpected personal business to take care of, they must notify their direct supervisor to discuss time away from work and make provisions as necessary.

Employees who do not adhere to the break policy will be subject to disciplinary action, including termination.

3.8 PERSONNEL FILES

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of INTELLITREX, and access to the information is restricted. Management personnel of INTELLITREX who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department. With reasonable advance notice, the employee may review his/her personnel file in Company's office and in the presence of the Human Resources Representative.

3.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the INTELLITREX's Human Resources Department of any changes in personnel data such as:

- **Mailing address,**
- **Telephone numbers,**
- **Name and number of dependents, and**
- **Individuals to be contacted in the event of an emergency.**

An employee's personnel data should be accurate and current at all times. In order to avoid issues or compromising your benefit eligibility or having W2's returned.

3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by the Executive Staff.

When the decision is made to close the office, employees will receive official notification from their supervisors.

Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees. However, if employees would like to be paid, they are permitted to use vacation time if it is available to them.

3.11 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after six months of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

INTELLITREX directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their probationary periods (see Section 3.4, Probationary Period for New Employees). After the initial review, the employee will be reviewed according to the regular semi-annual schedule.

3.12 OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with INTELLITREX. Unless an alternative work schedule has been approved by INTELLITREX employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

INTELLITREX's office space, equipment, and materials are not to be used for outside employment.

3.13 CORRECTIVE ACTION

INTELLITREX employees are expected to conduct themselves in a highly professional manner. Corrective action will be imposed on employees who deviate from company policies and standards of conduct.

Depending upon the seriousness of the offense, circumstances surrounding the offense, and previous offenses, corrective action may consist of the following:

- **Verbal warning;**
- **Written warning;**
- **Probationary period; and,**
- **Termination of employment.**

The following offenses will result in immediate employment termination:

- **Theft;**
- **Insubordinate behavior;**
- **Vandalism or destruction of company property;**
- **Unauthorized use of company property;**
- **Falsified resume;**
- **Divulgence of company business practices; and,**
- **Misrepresentation of the company.**

3.14 EMPLOYMENT TERMINATION

Employment with INTELLITREX is based on mutual consent; therefore, both parties have the right to terminate employment at will.

We do ask that all employees provide at least two to four weeks written notice.

Employees who terminate their employment with INTELLITREX must return all properties belonging to the company in good condition. Final payment for services provided will be made after the return of all company properties. The cost of non-returned items and outstanding financial obligations will be deducted from the employee's final paycheck.

Employees may elect to continue certain benefits at their expense.

3.15 SAFETY

INTELLITREX will regulate its safety parameters in accordance with the Occupational Safety and Health (OSHA) Act of 1970. As a INTELLITREX employee, you are expected to adhere to this regulation. Employees who are in violation of OSHA may be subject to disciplinary action.

Immediately report any hazardous condition to your direct supervisor. Employees who fail to report, or where appropriate, fail to remedy hazardous situations, may be subject to disciplinary action.

Safety standards will be communicated through the following media:

- **Training sessions;**
- **Team meetings;**
- **Bulletin board postings;**
- **Memorandums; and,**
- **Other verbal and written communications.**

3.16 HEALTH-RELATED ISSUES

Health-related issues affecting job performance, such as pregnancy, must be reported to the employee's supervisor and human resources representative. This policy has been instituted in order to protect the employee.

A written "permission to work" from the employee's doctor will be required to continue working while experiencing the health-related symptoms. The doctor's note should specify whether or not the employee will be able to perform their regular duties as outlined in their job description.

Employees will have the option of taking a leave of absence.

3.17 EMPLOYEE REQUIRING IMMEDIATE MEDICAL ATTENTION

Emergency medical services will be used to evacuate injured or seriously ill personnel from the company site. INTELLITREX will not assume responsibility for transporting personnel to any medical site due to possible liabilities that may result. Contacts listed on the employee's Emergency Contact Information card will be notified of all circumstances.

Employees are responsible for notifying their immediate supervisors of status changes as it relates to the job. A physician's "return to work" notice may be required to resume work.

3.18 BUILDING SECURITY

Employees will be held responsible for keys issued to them by signing a Building Key Disbursement form.

The last employee leaving the office is responsible for:

- **Setting thermostats to the appropriate temperature;**
- **Turning off appliances and lights (with the exception of security lights);**
- **Arming the security system; and**
- **Locking all office doors.**

3.19 PERSONAL PROPERTY

INTELLITREX will not assume responsibility for lost, stolen, or damaged personal property. Employees should ensure coverage of their personal properties through their insurance companies.

3.20 SUPPLIES AND EXPENDITURES/OBLIGATING THE COMPANY

Only authorized personnel may incur expenditures or purchase supplies on behalf of the company.

No employee will bind or represent INTELLITREX without written approval.

3.22 EXPENSE REIMBURSEMENT

Company expenses amounting to \$25 or less (i.e. travel mileage) will be reimbursed to authorized personnel in their next paycheck. Expenditures amounting to more than \$25 will be processed within 30 days of receipt of the reimbursement request form. Reimbursement request forms must be submitted to the HR Department.

3.23 PARKING

Employee parking will be furnished by the company.

3.24 VISITORS

INTELLITREX visitors must sign in and be prepared to show a proper form of ID at the reception desk. Upon signing in, visitors will receive a Visitor's Badge. The visitor's badge is to worn visibly at all times while on the premises. INTELLITREX visitors must be escorted by an employee at all times. Visitors will return their badges upon signing out.

3.25 IMMIGRATION LAW COMPLIANCE

INTELLITREX employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. All new employees must complete their Eligibility Verification Form I-9 and present documentation establishing their identity and employment eligibility. Rehires must also complete the form if their previous I-9 is no longer retained or valid.

SECTION 4

STANDARDS OF CONDUCT

The work rules and standards of conduct for INTELLITREX are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.13, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- **Theft or inappropriate removal or possession of property;**
- **Falsification of timekeeping records (See Section 5.2, Timekeeping);**
- **Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);**
- **Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);**
- **Fighting or threatening violence in the workplace;**
- **Boisterous or disruptive activity in the workplace;**
- **Negligence or improper conduct leading to damage of company-owned or customer-owned property;**
- **Insubordination or other disrespectful conduct;**
- **Violation of safety or health rules;**
- **Smoking in the workplace;**
- **Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);**
- **Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice);**
- **Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);**
- **on computers or personal Internet usage);**
- **Unauthorized disclosure of business "secrets" or confidential information;**
- **Violation of personnel policies; and**
- **Unsatisfactory performance or conduct.**

4.1 ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

If you are unable to report for work for any reason, notify your supervisor before regular starting time. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme

emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day.

Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your supervisor in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the Company.

4.2 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT

INTELLITREX is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible harassment should promptly advise their supervisor or the HR Department who will handle the matter in a timely and confidential manner.

4.4 TELEPHONE USE

INTELLITREX's telephones are intended for the use of serving our customers and in conducting the Company's business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. No long distance calls are to be made on company phones which are not strictly business related

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.13, Corrective Action).

4.5 PUBLIC IMAGE

As an employee of INTELLITREX, we expect you to present a clean and professional appearance when you represent us, whether that is in, or outside of, the office. Management, marketing personnel and those employees who come in contact with our public, are expected to dress in accepted corporate tradition. A specific list of suggested do's and definite don'ts, including a specific definition of business casual, is available from your personnel representative.

It is just as essential that you act in a professional manner and extend the highest courtesy to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and impeccable quality.

The following items are considered inappropriate working attire for INTELLITREX:

- **Open-toed sandals**
- **Spaghetti-strapped shirts**
- **Tank tops or revealing shirts**
- **Short mini skirts**
- **Sheer clothing**
- **T-shirts with inappropriate or offensive gestures or advertising**

When meeting with a client, the dress code is more business-oriented, including attire such as:

- **Business Suit**
- **Dress or skirt and blouse**
- **Slacks and dress shirt or blouse**

Casual Dress Day

INTELLITREX has designated each Friday as a casual dress day. When our offices are closed on Friday in observance of a holiday, the casual dress day is on the preceding Thursday. Casual business wear encompasses many looks but it really means casual clothing that is appropriate for the work environment. Our objective is to have employees continue to project a professional image while taking advantage of more casual and relaxed fashions once a week. Managers are responsible for maintaining INTELLITREX's standards, and they may require employees to dress in appropriate business attire as necessary for client visits, meetings with clients or other third parties, marketing, on-site support, or any other business circumstance. This may also mean that some locations or sites will not be able to observe a casual dress day.

Consult your supervisor if you have any questions about appropriate business attire.

4.6 SUBSTANCE ABUSE

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the Company while they are on Company premises or elsewhere on Company business.

- 1. The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Company property is prohibited.**

2. ***Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited.***
3. ***Working while under the influence of prescription drugs that impair performance is prohibited.***

So that there is no question about what these rules signify, please note the following definitions:

- **Company property:** All Company owned or leased property used by employees.
- **Controlled substance of abuse:** Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
- **Drug:** Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- **Drug paraphernalia:** Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- **Illegal drug:**
 1. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
 2. Any drug, including – **but not limited to** – a prescription drug, used for any reason other than that prescribed by a physician.
 3. Inhalants used illegally.
- **Under the influence:** A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

- a. Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- b. Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

4.7 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the Company's premises except in authorized and designated locations. (See Sections 3.7, Break Periods and 3.13, Safety).

4.8 EQUIPMENT AND INTERNET USE

INTELLITREX will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor removed from the physical confines of INTELLITREX - unless it is approved and your job specifically requires use of company equipment outside the physical facility.

Computer equipment, including laptops, may not be used for personal use - this includes word processing and computing functions. It is forbidden to install any other programs to a company computer without the written permission of the department head. These forbidden programs include, but are not limited to, games, online services, screen savers, etc. The copying of programs installed on the company computers is not allowed unless you are specifically directed to do so in writing by your supervisor

INTELLITREX employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the Company's business. Employees may use the Internet when appropriate to access information needed to conduct business of the Company. Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. INTELLITREX reserves the right to access and monitor all files and messages on its systems.

SECTION 5

WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.11, Performance Review/Planning Sessions).

Although the Company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, INTELLITREX does not grant "cost of living" increases. Performance is the key to increase in the Company.

5.2 TIMEKEEPING

Authorized personnel will review time sheets each week. Any changes to an employee's time record must be approved by his/her supervisor or authorized personnel

Time Sheets are available online. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur. Time sheets should be either faxed to the corporate office or given to the Program Manager at the ending of the pay period.

Each day, the employee must record the hours worked on timesheet. The employee's supervisor must approve his/her hours worked at the end of each week.

5.3 OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in disciplinary action. The supervisor's signature on a timesheet authorizes pay for overtime hours worked.

5.4 PAYDAYS

All employees are paid semi-monthly. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay the day before.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

If the employee elects not to have direct deposit and is not at work when paychecks are distributed and does not receive the paycheck, the paycheck will be kept at the reception desk through the rest of the payday. If an employee is unable to pick up his or her check on payday, he or she will need to see the Human Resources Representative.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

Employees are encouraged to participate in INTELLITREX's Direct Deposit program, which directly deposits your paycheck to your bank account(s) that you select (up to two accounts may be designated). Direct deposits take one pay period to activate.

SECTION 6

BENEFITS AND SERVICES

INTELLITREX offers a benefits program for its regular full-time and regular part-time employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

6.1 HEALTH/DENTAL INSURANCE

INTELLITREX offers the following health insurance programs for REGULAR FULL-TIME employees (as determined by the carrier of the policies).

- **Coverage will begin as soon as paperwork is turned in and processed**
- **INTELLITREX subsidizes the employee's cost**
- **Health Insurance payments will be deducted every pay period**

The employee's portion of the premium deduction for health insurance begins on the pay period prior to coverage start date.

This Manual does not contain the complete terms and/or conditions of any of the Company's current insurance benefit plans. It is intended only to provide general explanations. If there is ever any conflict between the Manual and any documents issued by one of the Company's insurance carriers, the carrier's guideline regulations will be regarded as authoritative.

6.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the INTELLITREX's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at INTELLITREX's group rates plus an administration fee. INTELLITREX provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under INTELLITREX's health insurance plan. The notice contains important information about the employee's rights and obligations.

6.3 SOCIAL SECURITY/MEDICARE

INTELLITREX withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

6.4 VACATION

Vacation days are earned 4 hours per pay period (ex. 8 hours a month). This begins upon working with the company for sixty (60) days. The personal use of your leave hours must be scheduled with your Program Manager. Once your leave days are depleted any days taken are considered as leave without pay and must receive approval from the Program Manager. Leave days carry over but not to exceed 20 days in one calendar year and are not cashed out at termination.

Period of Employment	Vacation Awarded Yearly
1 – 3 years	12 Days
4 – 8 years	15 Days
9 + years...	20 Days

6.5 SICK DAY

Five sick days are awarded upon working with the company for sixty (60) days. Sick days do not carry over to the next year and are considered use or lose and can not be cashed out at termination.

6.6 HOLIDAYS

INTELLITREX observes the following paid holidays per year for all full time employees:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Columbus Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees may with the permission of their supervisors and if their work schedule permits, take holidays off on alternate days. If working at a client's site, you will follow the client's lead in determining what days will be observed as holidays. Holidays or float days cannot be carried over to the next calendar year.

6.7 JURY DUTY

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her Program Manager, as well as the Human Resources Department. Additionally, a copy of the notice to serve jury duty should be attached to the employee's timecard for attendance purposes.

Upon the employee's return, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the Company may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with court procedures. The employee must cooperate with this request.

6.8 MILITARY LEAVE

An employee who is a member of the United States Armed Forces, Coast Guard, National Guard, Reserves or Public Health Service will be granted a unpaid leave of absence for military service, training or related obligations in accordance with applicable law.

At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

6.9 BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a leave of absence of up to 3 days with pay will be granted. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed.

For this purpose, immediate family is defined as:

Spouse
Child
Step-Child
Parents (including in-laws), step-parents
Siblings & Step-Siblings
Grandparents
Grandchildren

Employees should make their Program Manager aware of their situation. In turn, the Program Manager should notify Human Resources of the reason and length of the employee's absence.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her timecard. Proof of death and relationship to the deceased is required.

6.10 LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (“FMLA”)

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

Employee Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed with Intellitrex:

- **for at least 12 months**
- **for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; and**
- **at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.**
- **Events Which May Entitle An Employee to FMLA Leave**
- **FMLA leave may be taken for any one, or for a combination of, the following reasons:**
- **the birth of the employee’s child or to care for the newborn child;**
- **the placement of a child with the employee for adoption or foster care or to care for the newly placed child;**
- **to care for the employee’s spouse, child or parent (but not in-law) with a serious health condition; and/or**
- **the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.**

A “serious health condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

How Much FMLA Leave May Be Taken

The 12 Month Period

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a 12 month period for any FMLA qualifying reason(s). The 12 month period is the calendar year.

Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by Intellitrex, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person).

For example, if each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his/her own serious health condition or to care for a child with a serious health condition.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child must be taken all at once and may not be taken intermittently or on a reduced work schedule.

If an employee takes leave on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Intellitrex's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, Intellitrex may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Request for FMLA Leave

An employee should request FMLA leave by completing the Employer S Request for Leave form and submitting it to Program Manager. When leave is foreseeable for childbirth, placement of a child or planned medical treatment for the employee's or family member's serious health condition, the employee must provide Intellitrex with at least 30 days advance notice, or such shorter notice as is practicable (i.e., within 1 or 2 business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide Intellitrex with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

Required Documentation

When leave is taken to care for a family member, Intellitrex may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for employee's or a family member's serious health condition.

If Intellitrex has reason to doubt the employee's initial certification, Intellitrex may: (1) with the employee's permission, have a designated healthcare provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second opinion by an independent designated provider at Intellitrex's expense. If the initial and the second certifications differ, Intellitrex may, at the employee's expense, require the employee to obtain a third, final and binding certification from jointly selected health care provider.

During FMLA leave, Intellitrex may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide Intellitrex with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Intellitrex with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives Intellitrex notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Use of Paid and Unpaid Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave), however, the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 workweek leave period.

Designation of Leave

Intellitrex will notify the employee that leave has been designated as FMLA leave. Intellitrex may provisionally designate the employee's leave as FMLA leave if Intellitrex has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has notified Intellitrex of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify the Program Manager within 2 business days of the employee's return to work that the leave was for an FMLA reason.

Maintenance of Health Benefits

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid at the same time as if made by payroll deduction.

If the employee's payment of health insurance premiums is more than 30 days late, Intellitrex may discontinue health insurance coverage upon notice to the employee.

Return from FMLA Leave

Upon return from FMLA leave, Intellitrex will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

Limitations on Reinstatement

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

Intellitrex reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of Intellitrex's employees employed within 75 miles of the worksite ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to Intellitrex's operations.

Failure to Return to Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. Intellitrex may recover health insurance premiums that Intellitrex paid on behalf of the employee during any unpaid FMLA leave except that Intellitrex's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, Intellitrex may require the employee to provide medical certification of the employee's or the family member's serious health condition.

Additional Information

For further information or clarification about FMLA leave, please contact the Human Resources Department.

6.11 BUSINESS CARDS

INTELLITREX offers each employee business cards at no cost to the employee. It takes a minimum of 3-4 weeks for cards to come in once order is placed.

6.12 EDUCATIONAL ASSISTANCE

INTELLITREX recognizes that the skills and knowledge of its employees are critical to the success of the Company. INTELLITREX offers tuition reimbursement assistance programs. INTELLITREX will offer educational assistance programs to encourage personal development improve job-related skills and enhance an employee's ability to compete for reasonably attainable jobs in the Company.

6.13 TRAINING AND PROFESSIONAL DEVELOPMENT

INTELLITREX recognizes the value of professional development and personal growth for employees. Therefore, INTELLITREX encourages its employees who are interested in continuing education and job specific training to research these further and get approval before signing up for the seminars or courses.

6.14 REFERRAL BONUSES

INTELLITREX offers employees referral bonuses for finding qualified and hired candidate's vacancies within the company. Employees receive notification of vacancies for which they may refer qualified candidates. **The bonus will be rewarded after the employee has worked a full 90 days.**

SECTION 7

EMPLOYEE COMMUNICATIONS

7.1 STAFF MEETINGS

Staff meetings will be held monthly or as announced. These informative meetings allow employees to be informed on recent company activities, changes in the workplace and employee recognition.

7.2 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate supervisor. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and supervisor do not solve the problem, INTELLITREX encourages employees to contact the Human Resources Representative.