



BN INFOTEC, Inc.

New Employee Hand Book

**Please be sure to keep this handbook
in a place where you can refer to it!!!**

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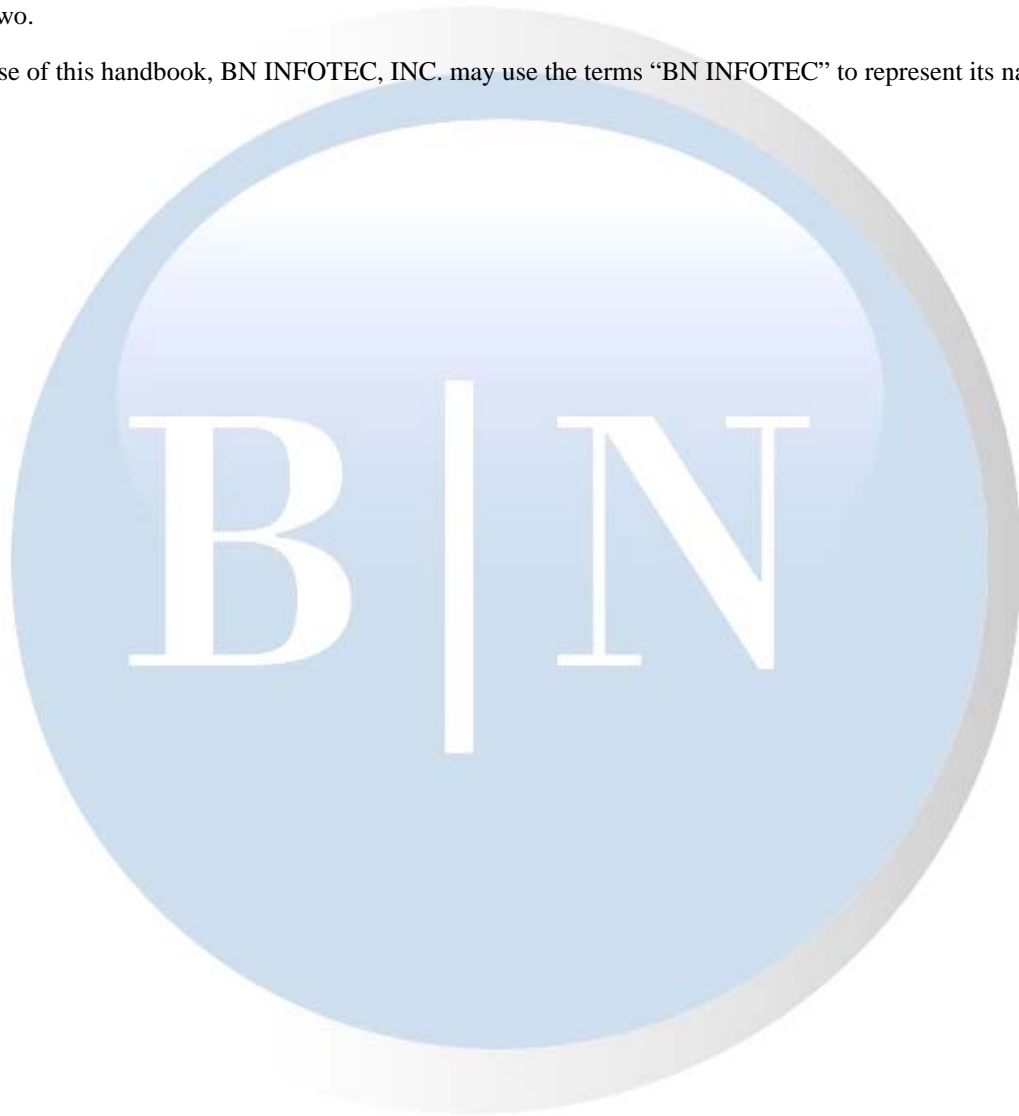


DISCLAIMER

THIS EMPLOYEE HANDBOOK IS NOT AN EMPLOYEE CONTRACT AND DOES NOT OFFER EMPLOYMENT FOR ANY LENGTH OF TIME.

BN INFOTEC, INC. reserves the right to amend, modify and waive the contents herein, with or without notice at any time. Where more lengthy plan documents or policies exist, such documents will prevail as to any conflicts between the two.

For the purpose of this handbook, BN INFOTEC, INC. may use the terms “BN INFOTEC” to represent its name.



WELCOME TO BN INFOTEC, INC

We have always emphasized that outstanding people are the key to our success. Through the efforts of our people BN INFOTEC has become a leader in the Programming and Computer Services marketplace. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize you with the various aspects of working with BN INFOTEC. I encourage you to use it as a valuable resource for understanding the company. We feel it will also be a useful reference document for all employees. If you have any questions, please do not hesitate to ask them of either your supervisor or any member of the management team.

I hope that you will enjoy and benefit from your employment with us as well as make a contribution to the business objectives of the enterprise.

In entering into this employment relationship, it is important to understand the nature of the commitment the company makes to you and you to BN INFOTEC. BN INFOTEC is an at-will employer; this means you are free to leave our employ at any time you wish, with a two weeks written notice and for any reason that you deem appropriate, just as we may terminate your employment at any time, with or without notice, for any reason we deem appropriate.

If you have question about the nature of your employment or the meaning of our at-will policy, please contact your manager or supervisor. However, no one other than the President or Vice-President is authorized to modify or add to our policies.

My best wishes to you and thank you for taking this first step in knowing your company.

President

COMPANY MISSION STATEMENT & PHILOSOPHY

1. To proactively serve and satisfy our customers by improving the cost effectiveness and quality of our services by building a team of people who will develop and maintain a quality and service-oriented attitude that lead the software services industry and create a sustainable competitive advantage for BN INFOTEC.
2. BN INFOTEC will provide high quality computer consulting, programming and training services which meet and exceed customer demands in a timely, cost-effective and professional manner and do this by recruiting, marketing and developing superior professionals from the software, systems, management and other related information-technology fields.

BN INFOTEC OBJECTIVES

1. To develop clear and open links of communication between the various departments and employees of BN INFOTEC to build it into an organization they can be proud of.
2. To maintain high quality standards of customer satisfaction by supplying exceptional quality consulting, programming and training services with the help of consultants who are not only proficient in the software and development field, but are also very client oriented.
3. To achieve the profits necessary for growth of the company financially and to assemble such professional development programs in-house, this will help BN INFOTEC employees develop themselves in terms of self-worth, knowledge, technical qualifications and personal-satisfaction.

INTRODUCTION & OVERVIEW

BN INFOTEC was founded to provide high quality programming, consulting, training and other computer-related software services to mid to large-scale businesses and the US government.

Staffed with skilled and dedicated personnel, BN INFOTEC has provided customers with high-quality technically proficient employees. A positive attitude, good problem-solving skills, team-spirit, good communications, client-oriented, timeliness and a professional image are some of the most important attributes which we expect from BN INFOTEC employees or consultants.

BN INFOTEC policies, practices and benefits are continuously reviewed for updating and we expect to change them from time to time. Therefore, you should always check with your manager or supervisor for the most current ones. Company benefit plans are defined in legal documents such as insurance contracts, official plan texts and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this handbook. Plan documents are available for your inspection in your manager's office.

ETHICAL STANDARDS/CONFLICT OF INTEREST

BN INFOTEC has an excellent reputation for conducting its business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee YOU are obligated to uphold that reputation in every business activity. If you are ever in doubt whether an activity meets our ethical standards or compromises the company's reputation, please discuss it with your manager or supervisor.

OPEN DOOR POLICY

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate management, and as appropriate, consult with any member of management toward those ends. Managers and supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolution to their problems/issues.

SUGGESTIONS

If you have any suggestions or ideas that you feel would benefit BN INFOTEC, we would encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the Company and its employees.

Persons who make suggestions which are used to substantially benefit the Company and its employees may, at the sole discretion of BN INFOTEC President be considered for a one-time appreciation award.





EQUAL EMPLOYMENT OPPORTUNITY

BN INFOTEC maintains a strong policy of equal employment opportunity. We ensure equal opportunity for all employees and applicants for employment. We hire, train, promote, compensate and dismiss employees without regard for race, color, religion, sex, sexual orientation, national origin, age, marital or veteran status, disability or citizenship, as well as other classifications protected by applicable state or local laws.

Our equal employment opportunity philosophy applies to all aspects of employment with BN INFOTEC including recruiting, hiring, training, transfer, promotion, job benefits, pay, dismissal, educational assistance, and social and recreational activities.

HARASSMENT

It is illegal to harass others on the basis of their sex, age, race, color, national origin, religion, marital or veteran status, citizenship, disability, sexual orientation and other personal characteristics. Harassment includes making derogatory remarks about such characteristics, making "jokes" about ethnic or other groups, and other verbal, physical and visual behavior.

Sexual harassment is also prohibited. Propositions, repeated requests for dates, dirty jokes, sexually provocative pictures and other verbal, physical and visual harassment are prohibited.

The harassment of another employee by an employee will lead to disciplinary action, up to and including immediate termination in cases of gross misconduct.

Any employee who feels harassed has the right to file a charge with the Equal Employment Opportunity Commission, and in some states with a state agency. Before doing so, the employee should speak first with his or her supervisor, or if the supervisor is not appropriate, to the next level supervisor, the office manager, owner or anyone else in management, in an attempt to reach resolution. It is the manager's duty to listen to such complaints and to refer them to the appropriate authority.

WORKER'S COMPENSATION

BN INFOTEC tries to provide a safe working environment, however we realize that accidents do occur. If you are injured at BN INFOTEC office, customer site or on business related travel, please contact your supervisor as soon as possible. States have varying time limits within which you must report an injury. If you exceed these limits your claim could be denied.

INTERNET USAGE

The Internet is a tool that is now available in most of our customer's facilities. It may be that you are required to use it to perform the tasks requested by the client. It can also be a distraction to your work. The internet is NOT for personal use while on a customer site. Any PERCEIVED improper use may be grounds for termination of your employment.

JOB & EMPLOYEE CLASSIFICATIONS

- 1.1 “Full-Time” refers to employees working at least 40 hours per week. “Part-Time” refers to employees working at between 21 and 32 hours per week.
- 1.2 BN INFOTEC’s HR department is responsible for classifying full time/part time employees. Employees may be categorized into two classifications, based on grade level and position, consistent with the Fair Labor Standards Act and applicable state law. Those are:
 - 1) Exempt
 - 2) Non Exempt

1.3 Exempt Employee:

- 1.3.1 Definition: An exempt employee is an employee who, because of his or her positional duties and responsibilities and level of decision making authority is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employee is one who works at least 35 hours is eligible for company benefits.
- 1.3.2 Employee’s in this classification: Exempt employee hold Executive, Managerial positions, including office and administrative staff.
- 1.3.3 Compensation Packages: Exempt employees are straight salaried employees.

1.4 Non Exempt employee:

- 1.4.1 Definition: A non-exempt employee is an employee who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, is subject to all FLSA provisions. Non-exempt employees are normally required to account for hours and fractional hours worked. Non-exempt employees must be compensated for all hour worked including overtime hours at the premium (time-and-one-half) rate of pay.
- 1.4.2 Employee’s in this classification: Employees typically in this classification are those who are designated as non-management. These positions include Salaried professional Consultant, Professional Consultant and Conditional Professional Consultant.
- 1.4.3 “Straight-Salary Professional Consultant” refers to all fully-benefited Professional Consultants employed with BN INFOTEC on a straight salary and may or may not have a written agreement/contract with BN INFOTEC.

“Professional Consultant” refers to all fully-benefited employees employed with BN INFOTEC on the basis of their individual employee contract/agreement with BN INFOTEC and they are usually assigned to work at BN INFOTEC customers/ client sites.

“Conditional Professional Consultant” refers to all employees employed with BN INFOTEC on the basis of their individual employee contract/agreement with BN INFOTEC, who will have an option to purchase company provided benefits at the employees own cost through direct deduction from their payroll. Employees in this Category are usually assigned to work at BN INFOTEC customers/ client sites.

1.4.4 Compensation Packages: Non exempt compensation includes fixed pay and Variable pay.

- Fixed Pay: Fixed pay includes Base Pay, which is the offered salary and Differential Pay, which includes FLSA overtime, State Comp time and on call pay
- Variable Pay: This pay varies depending on the client assignment/site. This will include Enhanced Compensation Award, Per-diem, Project bonus, Recognition Bonus and any other expenses incurred, approved by BN INFOTEC.





TIME RECORDS

NON-EXEMPT EMPLOYEES

Hours and expenses for which the Customer is to be billed are to be recorded on the Client Time Record Form and approved by the designated customer representative.

For payroll, hours to be paid for the period just ended are to be transmitted to the BN INFOTEC office by 10.00 a.m. CST the following Monday. ***IT IS YOUR RESPONSIBILITY TO SECURE THE CUSTOMER/CLIENT APPROVAL SIGNATURE ON THE CLIENT TIME RECORD FORM.***

This schedule may be altered only to accommodate customer billing or contract requirements and for no other reasons.

IT IS VERY IMPORTANT FOR YOU TO UNDERSTAND THAT, SUBMITTING APPROVED CUSTOMER TIME RECORD FORMS IN A TIMELY MANNER FACILITATES CUSTOMER INVOICING AND THIS IS A CONDITION OF YOUR BEING PAID IN A TIMELY MANNER FOR SUCH HOURS.

PAY PERIOD

For all employees, consultants or contractors and vendors the standard pay period is once per month. When a pay day falls on a weekend or holiday, paychecks will be distributed on the last working day prior to the holiday.

WORK SCHEDULE

The standard work week is five days. The standard workday is 8 hours.

PAYROLL DEDUCTIONS

Your earnings and payroll deductions are shown on a voucher with your check. Deductions required or requested are as follows:

Required by Federal & State

Authorized by Employee

Federal Income Tax
State Income Tax
City Tax
Social Security Tax
Federal Unemployment
State Unemployment Insurance
State Disability Insurance
Garnishments/Wage Attachments

Medical Insurance
Life Insurance
Long Term Disability
Short Term Disability

- Any questions about your paycheck should be directed to your BN INFOTEC manager or supervisor.

OVERTIME

Our intent is to compensate overtime in accordance with Federal and State law. An attempt will be made to plan overtime with consideration for employees and customers.

There will be times when you will need to work overtime so that we may successfully meet the requirements of our customers. All overtime must be approved in advance by BN INFOTEC or your Client/Customer manager.

Non-exempt employees must receive advance authorization from the supervisor or manager to work beyond the standard workday. Such employees will be compensated for all authorized work in excess of the standard 8 hour workday. The compensation for overtime is straight as the regular rate of pay.

Exempt Employees are NOT eligible for overtime pay. HOWEVER, for all customer-assigned employees/professional consultants, except in those instances where such employees are performing services pursuant to a "professional day" contract, if the company is able to bill the client for hours worked in excess of 40 in a week, the employee will receive a bonus based on straight time for the hours worked over 40 hours during the week.

PAY INCREASES

Salary increases are based on merit, business conditions or other factors. Most pay increases will be based upon a performance appraisal and will take effect at the beginning of the next pay period.

WAGE GARNISHMENT

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the company. Although the company does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders.

In doing so, a supervisor will contact the employee to explain the details of garnishment and how it affects wages. The possibility of resolving the situation before turning it over to implementation will also be explored. Employees are encouraged to resolve these matters privately to avoid the company's involvement in this mutually unpleasant situation.

PAYROLL ADVANCES

Pay advances will be granted at the discretion of the company and only in cases of extreme emergency or personal hardship. These advances are always considered early payments for future work performed by an employee and are not to be considered a loan made to the employee by the company.

MILEAGE AND PARKING EXPENSES

BN INFOTEC may consider mileage and parking expense reimbursement if an employee is traveling more than 60 mile one-way to the assigned client site, on a case by case basis. Each case must be approved in advance by your supervisor. Approved reimbursement rates will not exceed 35 cents per mile. Reimbursement may also be considered for client assignments that necessitate a substantial fee for parking/tolls.

TRAVEL

You may sometimes be required to travel to other locations temporarily, either at the request of a customer or on company business. Expenses will be reimbursed under the following guidelines:

- Employees traveling on company business are expected to exercise the same care in spending as they would if traveling on personal business. The expenses are confined to those essential to the transaction of BN INFOTEC business.

Receipts for all claimed expenses must be attached to a BN INFOTEC Expense Form which should be submitted to our offices within three working days after the trip. Customer/Client Service Time Record forms must show all billable expenses by day and in total prior to obtaining client approval.

Reservations for air transportation and lodging should be made through the BN INFOTEC office.

RELOCATION

It is BN INFOTEC policy to assist employees in expenses associated with relocation. This policy applies to new employees, in all classifications except Conditional Professional Consultant”, who are relocating at BN INFOTEC request and to existing employees who are requested by BN INFOTEC to relocate. A maximum amount of \$500.00 (Five Hundred) will be paid for the relocation made by employees on BN INFOTEC request. Relocation expenses will be paid no more than two times a year. All the receipts should be submitted along with the expense reimbursement form to BN INFOTEC central office for reimbursement.

DIRECT DEPOSIT

Employees who want their paychecks deposited directly into their bank or credit union may do so by completing the authorization forms available in the BN INFOTEC Office.

EMPLOYEE GRIEVANCE PROCEDURE

B | N

Step 1 - Supervisor Review

As a matter of general policy, your supervisors at all level, will provide an open door policy and a receptive ear for the discussion and review of employee grievances concerning conditions of employment.

In the event the employee wishes to lodge a grievance, he or she will, within 14 calendar days of the incident being grieved, discuss the incident with the supervisor, notifying the supervisor that the discussion is the first step in the grievance procedure. There is no requirement for the employee to submit the grievance in writing at this point.

The supervisor must inform the employee within 7 calendar days of the receipt of the notice from the employee of the decision on the matter. These time limits may be extended by mutual consent of the parties concerned.

Step 2 - Department Manager Review

If the grievance is not resolved by the supervisor within 7 calendar days, or if the employee disagrees with the supervisor's decision, the employee may appeal the grievance to the Department Manager within 7 calendar days. At this point the employee must submit the grievance in writing, identifying it as such and stating the nature of the complaint.

The Department Manager will investigate the grievance and will notify the employee in writing of the decision within 14 calendar days.

Step 3 - Division Manager Review

If the employee disagrees with the Department Manager's decision, the matter may be submitted to the Division Manager within 7 calendar days.

In those instances where there is no Division Manager, the grievance should be submitted to the Department Director (VP). In lieu of handling the grievance personally, the Department Director may delegate a department review grievance committee or a designee to hear and study the grievance and recommend appropriate action. This committee or designee will notify the employee in writing within 14 calendar days of the decision unless there are extenuating circumstances.



OVERVIEW

Every organization has certain guidelines which were developed to reflect good business practices. In establishing any rules of conduct, the company has no intention of restricting the personal rights of any individual. Rather, we wish to define the guidelines that protect the rights of all employees and to ensure maximum understanding and cooperation. Therefore, employees are expected to be:

- On-time and alert when scheduled to be at work.
- Careful and conscientious in performance of duties.
- Thoughtful and considerate of other people.
- Courteous and helpful, both when dealing with Customers and with other employees.

ABSENTEEISM AND TARDINESS

BN INFOTEC expects employees to be at work on time and to work a full 8 hours. An employee who will be absent from work for any reason must call his/her supervisor within 30 minutes of the start time of that day. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

SAFETY

BN INFOTEC expects its employees to conduct themselves in a safe manner. Use good judgment and common sense in matters of safety, observe any safety rules posted in various areas, and follow all OSHA and state safety regulations.

SUBSTANCE ABUSE

BN INFOTEC will not tolerate any substance abuse on its premises. Any employee reporting for work under the influence of alcohol or controlled drugs will be asked to leave immediately. Under these circumstances, assistance will be provided to ensure that the employee arrives home safely. Any employee who reports to work under the influence of alcohol or drugs may have his/her employment terminated immediately.

CONSIDERATION FOR SMOKERS AND NONSMOKERS

Employees are requested to confine smoking to designated smoking areas, if such an area is available. Smokers are further requested to have consideration for their nonsmoking coworkers. Where local ordinances are in effect, they will be observed.

DRESS CODE

What we wear to work is a reflection of the pride we have in the Company. To favorably impress our customers, members of the public and industry representatives, it is important for all employees to present a businesslike appearance. However, in case there are some questions, here are some guidelines:

- Clothing must not constitute a safety hazard.
- All employees should practice common sense rules of neatness, good taste and comfort. Provocative clothing is prohibited.
- Jeans, cords, tank tops, tee-shirts, shorts, jogging suits, tennis shoes, thongs, and similar apparel are not permitted unless a management-designated casual or theme day is organized.

OUTSIDE EMPLOYMENT

BN INFOTEC does not limit an employee's activities during non-working hours unless those activities interfere with or are in conflict with the performance of his/her job, or create a conflict of interest. If the employee holds a H-1B, he should refrain from engaging in any outside employment other than that provided by / through BN Infotec.

TERMINATION

We hope to retain good employees. However, employment at the Company is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with you at any time, with or without notice, for any reason not prohibited by law.

When an employee wishes to resign because of illness or for personal reasons, the possibility of a leave of absence may be explored if the employee has a good work record and has sufficient length of service.

The employee is required to give at least (4) four weeks notice before voluntarily terminating employment.

UNACCEPTABLE JOB PERFORMANCE/DISCIPLINARY ACTION

The principle objective of any disciplinary action shall be to improve performance and efficiency of the employee. Any action by an employee which reflects discredit on the company, or is a direct hindrance to the effective performance of the employee's job functions, constitutes improper employee conduct and shall be considered cause for disciplinary action.

The company upholds and maintains a progressive disciplinary system which may include all or part of the following steps, unless otherwise covered by law:

- Oral warnings and reprimands
- Written warnings
- Written notices of performance deficiencies
- Suspension
- Reduction in pay
- Demotion
- Discharge

All regular full-time employees may appeal certain disciplinary actions. Please direct any questions you may have regarding disciplinary action and the appeals process to your supervisor or the (personnel office).

SEVERANCE ALLOWANCE

The company does not maintain a formal severance pay policy. We do not provide severance pay to employees who separate from our employment for any reason. However, the company reserves the right to make exceptions to this policy in its sole discretion.

EMPLOYEE PERFORMANCE APPRAISALS

Newly hired “Contractual Professional Consultant” employees may receive performance appraisals at the end of six months of their start of the assignment. Thereafter, all employees will receive a performance appraisal annually.

INTRODUCTORY PERIOD/NEW EMPLOYEES

Full-Time employees newly hired are subject to a 90-day introductory period.

The designation of this time frame does not constitute an obligation on the part of the company to retain the employee until the end of the period specified. During this time, or at any time during employment, either BN INFOTEC or the employee may terminate the working relationship without cause and without advance notice. At the end of the 90 days, the supervisor may extend the period for additional time at his or her discretion.

Full-Time employees are eligible for benefits during the introductory period but may not use accrued vacation or sick time. See those sections of this handbook for further information.

EMPLOYMENT OF RELATIVES

BN INFOTEC has no prohibition against hiring relatives. However, one general restriction has been established to help assure fair treatment of all employees.

While we accept and consider applications for employment from relatives, close family members such as parents, children, spouses or in-laws will not be hired into or transferred into positions where they directly or indirectly supervise or are supervised by another family member.

The page features a large, semi-transparent watermark of the BN Infotec logo in the background. The logo consists of a blue circle with a white border, containing the letters 'BN' in a large, white, serif font. The text 'INTELLECTUAL PROPERTY RIGHTS' is centered within this circle.

INTELLECTUAL PROPERTY RIGHTS

All work done for BN INFOTEC customers or clients shall be “work done for hire”. BN INFOTEC work is almost exclusively for the benefit and ownership of our clients. Any and all inventions, improvements, processes, methods, tools, software, utilities, etc. created by BN INFOTEC employees while working on assignment for BN INFOTEC or its customers belong to either BN INFOTEC or its customers, not to such employee(s), and no employee shall assert any patent or copyright for such work. BN INFOTEC employees will assist BN INFOTEC and its customers in the enforcement of such matters, including signing any documentation, if and as requested, to assure all produced or in-process work belongs to BN INFOTEC or its customers. Employees shall turn over to BN INFOTEC or its customers immediately upon request one hundred percent (100%) of all confidential and other materials, software and other tangible and intangible property related to work performed for BN INFOTEC or its customers, whether on customer site, at BN INFOTEC offices or any where else.

PROPRIETARY INFORMATION/CONFIDENTIALITY

The company has developed certain proprietary products and processes that are unique to BN INFOTEC. Keeping such information from competitors plays an important part in our success. BN INFOTEC protects proprietary information by restricting employee and visitor access to certain designated company areas and documents to only those who have business reasons.

All employees are asked to agree to keep our technology secure by signing our employee agreement at the beginning of employment. This document is located on pages 27 through 29 of this handbook and it grants BN INFOTEC the patent rights to any invention associated with our technology and confirms your agreement not to divulge and confidential information to those outside of the company. An employee who divulges confidential information may be terminated.

PROTECTION OF COMPANY & EMPLOYEE PROPERTY

Respect and protection of company property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your supervisor immediately.

RELEASE OF INFORMATION

Except for records and information that we are legally required to provide to government agencies, no information about you will be released unless there is a signed authorization form from you on file, and the request is in writing.

COMPUTER SOFTWARE PROTECTION

It is the policy of BN INFOTEC to prohibit any employee from copying copyright protected computer software on any computer, whether BN INFOTEC owned or owned by an individual. All personnel working with company owned computers, either directly or indirectly, are required to follow the specific rules set forth or sign the disclosure attached thereto. This disclosure form is available from your supervisor.

PERSONNEL FILES

BN INFOTEC maintains up-to-date personnel files on all employees. It is important to keep your records timely because this information is used for benefit administration, continued insurance notices under COBRA, notification in case of emergency, etc. We respect your right to have the information on your records treated confidentially.

Contact your supervisor or manager if there are any changes in you're:

- home address
- telephone number
- emergency contact
- marital status
- number of dependents
- military status

You may review your personnel file by contacting your supervisor and arranging a time to do so.

TELEPHONE USE

Telephones are a vital part of our business since much of our business is handled on the phone. Personal use of the telephone should be limited to emergencies and unusual circumstances. Also, personal calls should be brief. Personal long distance calls not billed to the employee may not be made without maintaining accurate records and reimbursing the company for the cost of the call.

POLITICAL ACTIVITY

BN INFOTEC respects and encourages employee participation in political activities, but not on behalf of, or as a representative of the company or on company time.

SOLICITATIONS & DISTRIBUTIONS

Employees must not solicit other employees for any purpose during working time. This does not include break or meal times. Our employees are not permitted to distribute literature of any kind at any time in work areas.

People who don't work for the company or who are not approved vendors are prohibited from distributing literature of any kind or soliciting employees for any purpose at any time on company property.

EXIT INTERVIEWS

Exit interviews are encouraged upon termination of employment, regardless of reason. You or your supervisor may schedule an appointment with the Personnel Manager for an interview. At this time you may openly address any concerns you have regarding insurance and benefits, and any other pertinent issues.



VACATIONS

All full-time employees are eligible for vacation. Employees working less than 1,000 hours per year are not eligible for vacation. Vacations may be taken at any time during the year, except that they must be scheduled to avoid conflicts with other employees' vacations and with busy periods of the year. Specific vacation dates must be approved by the employee's supervisor at least 30 days prior to the anticipated vacation.

A Vacation Request Form must be completed and signed off by the employee's supervisor.

All discrepancies regarding vacation time between your records and the office records may be addressed only once each year on your anniversary date, when the supervisor contacts you for the annual vacation reconciliation.

If you terminate employment with BN INFOTEC before completing your current year and have used more vacation than permitted above, you will be obligated to repay the company for excess vacation time used, and if required, the amount will be deducted from your final pay-check.

Full-Time Non-Exempt Employees: It is the employee's and his BN INFOTEC supervisor's responsibility to see that continuity of service to a customer is not stopped or interrupted by an employee's vacation. A Vacation Request Form must be completed and signed off by the employee's BN INFOTEC supervisor and be approved by the BN INFOTEC Customer/Client Representative or Project Manager for those consultants on client projects.

You may carry over up to 40 hours of vacation time into your next year for the first 5 years of employment with BN INFOTEC and up to 60 hours per year thereafter.

Full-Time Exempt/Office, Administrative and Sales Employees: You may carry over up to 20 hours of vacation time into your next anniversary year for the first 5 years of employment with BN INFOTEC and up to 40 hours per year thereafter.

HOLIDAYS

BN INFOTEC Holidays: All Full-Time Exempt employees and Full-Time Non-Exempt Salaried Professional Consultants are eligible for holiday pay. The following paid holidays will be observed by BN INFOTEC:

- New Year's Day
- Independence Day
- Labor Day
- Christmas Day
- Thanksgiving Day
- Memorial Day

Employees may not elect financial compensation in lieu of taking time off for a holiday. If an exempt employee is requested to work on a holiday, an alternate day off will be allowed in lieu of taking the holiday. If a non-exempt employee is requested to work on a holiday, he/she will be paid at the applicable regular rate. Employees who do not report to work on the day prior to, or the day immediately following the holiday, without prior approval, will not be paid for the holiday. If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday, or on the customary day.

Customer/Client Holidays (For Customer Assigned Employees/Consultants): For “Salaried Professional Consultant”, the Customer Representative or your Client Project Manager will determine work schedules on those days when the Customer/Client is officially closed for business and none of their own clients are reporting for duty. You may be required to work on these days and if so required, you must make yourself available. You will be paid for such days at the regular rate.

Emergency Closings: Emergencies such as floods, snowstorms, etc. may cause Customer or BN INFOTEC offices to be closed for a full or part of a day. During such days, BN INFOTEC Non-Exempt - Salaried Professional Consultant employees will receive their base salary. But BN INFOTEC reserves the right to assign alternate duties to employees during the time that one Customer’s office is closed for emergency but BN INFOTEC offices or another Customer’s offices are not.

SICK LEAVE

All full-time EXEMPT and Salaried Professional Consultant Employees are eligible for a maximum of 24 hours of sick leave per year. Sick Leave eligibility starts after the first 90 days of service. Sick Leave may be taken for the illness of the employee or any dependent. Outsourced employees/consultants are required to give a 24 hour notice to BN INFOTEC and the Customer. If it is an emergency, notice must be called in to BN INFOTEC and the Client/Customer before the start of the work day. Sick Leave cannot be accrued, cashed in or carried over. If you are absent from work for 3 or more consecutive days without notifying BN INFOTEC about the reason of your absence, BN INFOTEC holds the right to terminate your employment.

LEAVE OF ABSENCE WITHOUT PAY (LWOP)

NOTE: An approved Leave of Absence without Pay permits an employee to continue all group insurance in effect and retain "service continuity" for annual leave accrual and service awards. While on LWOP, an employee is not eligible for annual or sick leave accrual, holidays, court leave, military training leave, etc.

Sick Leave Of Absence Without Pay

Regular and Regular/Part-time employees may be granted a leave of absence without pay for an extended period due to sickness, including maternity, after all accrued sick leave and accrued vacation leave is exhausted. Absence exceeding an entire biweekly pay period is considered to be extended. This type of LWOP is normally limited to 30 days (1 calendar month). A physician's statement, outlining the requirement for an estimated period of the absence must be attached to the PAR authorizing the leave. Any extension of the absence, not exceeding a one year maximum time period, must also be supported by a physician's statement.

Educational Leave Of Absence Without Pay

Regular (full-time) employees may be granted an educational leave of absence without pay for the purpose of encouraging professional development. This type of LWOP is normally limited to 90 days (3 calendar months).

Personal Leave Of Absence Without Pay

Regular and Regular/Part-time employees may be granted personal leave of absence without pay for reasons other than those defined above. Personal LWOP not exceeding 4 weeks, must be approved in advance by the Supervisor and/or Department Head.

Personal LWOP must be submitted by a written request in advance through appropriate administrative channels. When possible, the request should be made at least 30 days prior to the requested leave or extension date. After reviewing the request, the HR Director is to make a recommendation and forward it along with the request to the Vice-President of HR. The Vice-President of HR will make the final decision regarding the approval of a personal leave. A copy of the approval must be attached to the PAR authorizing leave.

Personal LWOP can be extended for four more weeks upon the approval of the Vice-President of HR

NOTE: If Personal LWOP exceeds 4 weeks, the employee must pay the employee's portion of the cost of all insurance that is in effect after the initial period of absence.

Personnel Notification

A Personnel Action Request (PAR) with applicable estimated return date must be submitted to Human Resources when any approved LWOP exceeds 4 weeks period.

NOTE: The Leave of Absence without Pay Notification Form must be completed and signed prior to beginning LWOP. This form should be forwarded to Human Resources with the completed PAR.

Benefits Continuation:

Employees taking a LWOP retain their seniority but stop accruing vacation, holiday and sick leave benefits. These benefits and seniority shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during the leave period. These fringe benefits, where applicable, will continue to accrue following the employee's return to employment with the company. Employees eligible to accrue a pro-rata share of vacation or sick leave benefits for "time worked" during the month if a minimum of one week (five days) has been worked during the month.

Return from LWOP:

When an employee returns from LWOP, another PAR must be submitted to return the employee to active status.

NOTE: An employee is expected to return from LWOP on or before the expiration date. If the employee does not return and no other arrangements are made with the Supervisor or Department Head, the employee may be terminated automatically.

FAMILY AND MEDICAL LEAVE ACT OF 1993 ("FMLA")

Employees who have worked 1,250 consecutive hours (or more) during the previous 12 months and have been employed at least 12 months are eligible under this plan.

The Family and Medical Leave Act of 1993 ("FMLA") provides leave of absence benefits during a defined 12 week period. The law provides up to 12 weeks of unpaid leave per year for an employee's serious illness, the birth or placement of a child for adoption or foster care, or care for a sick spouse, child or parent. This includes biological, adopted and foster children under age 18, anyone under 18 who is treated as the employee's child (i.e., the child of a spouse or domestic partner or grandchild who lives with the employee), disabled children of any age, anyone who

treated the employee as a son or daughter when the employee was under 18, and common-law husbands and wives. FMLA excludes domestic partners, either of the same sex or opposite sex not recognized as spouses, parents-in-law, and children over 18 who are not disabled.

Whenever possible, you must provide 30 days advance notice of your intention to take family leave. BN INFOTEC will continue to provide all applicable benefits during this time. (You continue to be responsible for your portion of benefit costs while away on leave). When an employee, is on a Short Term Disability or Maternity Leave which would also qualify them for FMLA leave, the two will run concurrently, not in addition to each other.

The highest paid 10% of employees can be denied the reinstatement privilege if it would significantly impact the business operation.

MILITARY LEAVE OF ABSENCE

An employee who is drafted for service in the armed forces is eligible for military leave of absence. If the employee applies within 30 days of return from service, the employee will be eligible for re-employment and will be reinstated in the same or substantially similar position, unless no longer qualified for the position.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term (2 weeks or less) reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time. If the employee's military pay for the training is less than his/her average company earnings for a like period BN INFOTEC will pay the difference to the employee for a period not exceeding one (1) week.

JURY DUTY LEAVE OF ABSENCE

Company policy is to encourage employees to serve on jury panels. An employee should inquire about the duration of the jury trial in advance of accepting such service.

BN INFOTEC will pay the difference between your regular earnings and the fee you receive for jury service, if required by applicable laws. Please contact your supervisor promptly after receiving notification to appear.

MEDICAL INSURANCE

All full-time employees except for Conditional Professional Consultants (unless opted to purchase the benefits) are eligible for medical insurance. Medical insurance, if elected, is effective on the first day of the month coinciding with or following your date of hire. If you begin work on the first business day of the month, your medical insurance begins on that day. Dental benefits become effective one year following your date of hire.

The cost for medical insurance is paid as follows:

	<u>Employee/Mth</u>	<u>Whole _____ Family/Mth</u> <u>(Optional)</u>
<u>Employee Pays</u>	50%	Full Balance
<u>Company Pays</u>	Full Balance	Full Balance

Any employee classified as Conditional Professional Consultant may enroll in the medical plan by contributing 100% of the cost. If you waive medical coverage, you will not receive dental coverage.

This Medical Plan was selected to ensure the employees are not burdened with extreme medical costs. This very comprehensive policy was developed for the benefit of all full-time employees.

DENTAL INSURANCE

All full-time employees except for Conditional Professional Consultants (unless opted to purchase the benefits) are eligible for dental insurance. Benefits begin on the first regular work day following a 30-day waiting period.

The cost for dental insurance is paid as follows:

	<u>Employee/Mth</u>	<u>Whole</u> <u>(Optional)</u>	<u>Family/Mth</u>
<u>Employee Pays</u>			
<u>Company Pays</u>	Full Balance		Full Balance

This Dental Plan was selected to ensure that employees are not burdened with extreme dental costs. The intention of this benefit is to encourage employees to take preventive dental care.

LIFE INSURANCE

A group Life Insurance Plan has been provided to give basic protection to all full-time employees except for Conditional Professional Consultants (unless opted to purchase the benefits). This Group Policy is in force on the first regular work day following a 30-day waiting period.

The total cost of this Group Insurance Plan is paid by BN INFOTEC.

LONG TERM AND SHORT TERM DISABILITY

BN INFOTEC provides tp all full-time employees except for Conditional Professional Consultants (unless opted to purchase the benefits) long Term and Short Term disability benefits. The total cost of is paid by BN INFOTEC.

WORKERS COMPENSATION

All injuries incurred on the job must be reported to the supervisor IMMEDIATELY.

An employee injured on the job will be paid through the end of the workday in which the injury took place. After that, the employee will be eligible for workers compensation benefits.

BN INFOTEC and its insurance carrier shall not be responsible for the payment of Workers Compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not part of the employee's work- related duties.

BN INFOTEC and its insurance carrier shall be responsible for the payment of Workers Compensation benefits when the injury is the result of any recreational, social or athletic activity which is a reasonable expectancy or is required by the company.

There are currently no such activities requiring your participation. If and when there are, you will be so notified.

ADDENDUM

This BN INFOTEC Employee Handbook is intended to give you a general overview of the company and information regarding policies and benefits. Because we operate in fast paced industry, some policies and benefit programs currently in effect may be revised, suspended, or eliminated by BN INFOTEC in response to business needs or changing legal requirements. These changes will be in writing.



EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

In consideration and as a condition of my employment, or continuing employment, by _____ and/or by companies which it owns, controls, or is affiliated with, or their successors in business (the "Company"), and the compensation paid therefore:

1. **Confidentiality.** I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose, or make any use of except for the benefit of the Company, at any time either during or subsequent to my employment, any trade secrets, confidential information, knowledge, data, or other information of the Company relating to products, processes, know-how, designs, customer lists, business plans, marketing plans and strategies, and pricing strategies or any subject matter pertaining to any business of the Company or any of its clients, licensees or affiliates, which I may produce, obtain or otherwise acquire during the course of my employment, except as herein provided. I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, or any documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company.
2. **Conflicting Employment; Return of Confidential Material.** I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is then become engaged, or which would otherwise conflict with my obligations to the Company. In the event of my termination of employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings and data of any nature pertaining to any invention or confidential information of the Company or to my employment, and I will not take with me any description containing or pertaining to any confidential information, knowledge or data of the Company which I may produce or obtain during the course of my employment. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto.
3. **Maintenance of Records.** I agree to keep and maintain adequate and current written records in the performance of my job, which records shall be available to and remain the sole property of the Company at all times.
4. **Modification.** This agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the employee and the Company. I agree that any subsequent change or changes in my duties, salary or compensation shall not affect the validity or scope of this Agreement.
5. **Entire Agreement.** I acknowledge receipt of this Agreement, and agree that with respect to the subject matter thereof it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.
6. **Severability.** In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.
7. **Successors and Assigns.** This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Company, its successors and assigns.

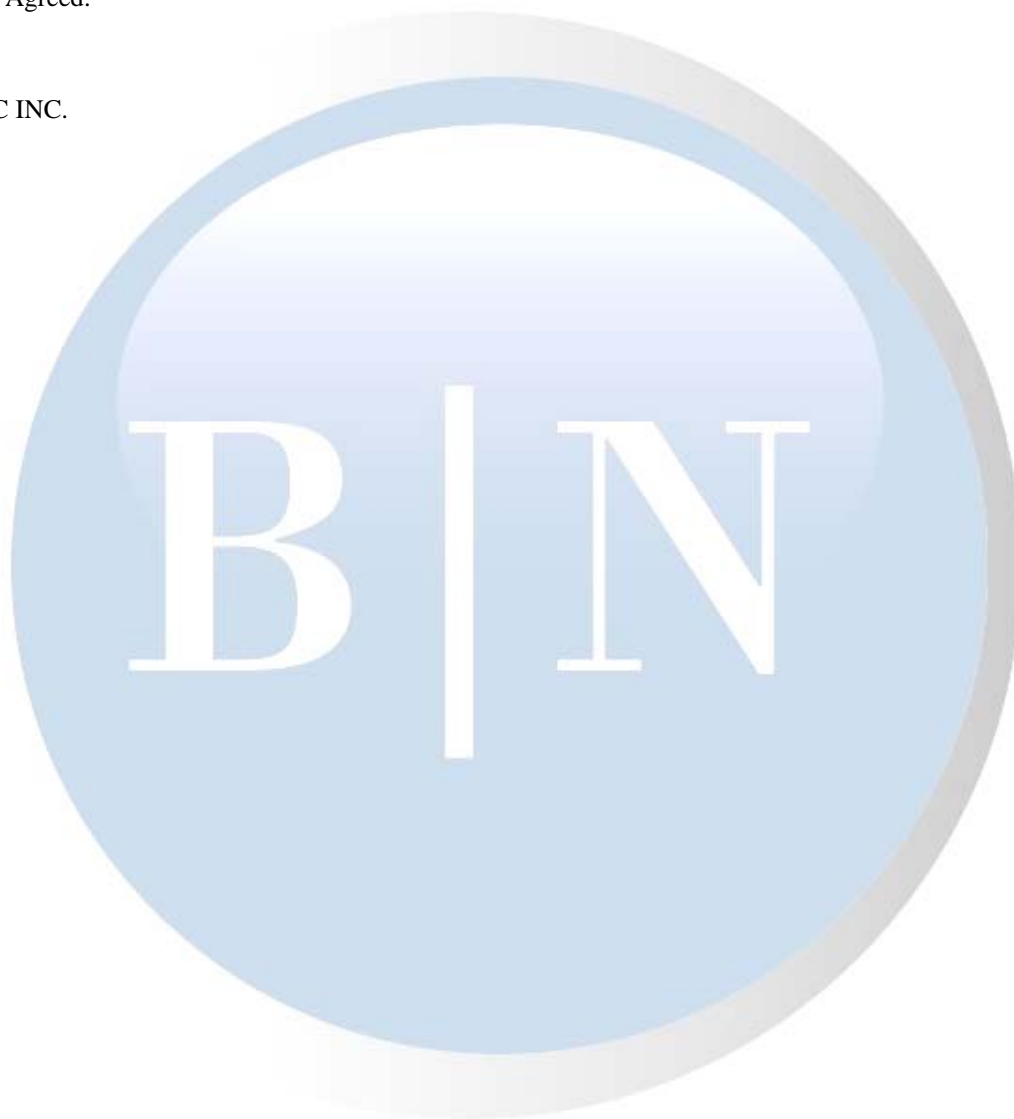
8. Governing Law. This Agreement shall be governed by the laws of the State of Texas.
9. Counterparts. This Agreement shall be signed in two counterparts, each of which shall be deemed an original and both of which shall together constitute one agreement.

Accepted and Agreed:

BN INFOTEC INC.

By: President

Employee:



TERMINATION CERTIFICATION

This is to certify that I do not have in my possession nor have I failed to return, any documents, data, customer lists, customer records, sales records, or copies of them, or other documents or materials, equipment or other property belonging to the Company, its successors and assigns.

I further agree that in compliance with the Employee Proprietary Information Agreement, I will preserve as confidential all trade secrets, confidential information, knowledge, data or other information relating to products, processes, know-how, designs, formulas, test data, customer lists or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees or affiliates.

Dated _____

Signature

