

## **Employee Equipment Use Policy and Employee Agreement**

### **Employee Equipment Use Policy (the "Policy")**

VXI Global Solutions, LLC ("VXI" or the "Company") may provide its employees with the equipment described above (the "Equipment") as part of the working environment. All employees must agree to abide by this Policy outlining use of their Company issued Equipment as a condition of their employment with the Company.

1. The Equipment shall only be used for Company business and employees shall do nothing to recklessly or intentionally cause damage to the Equipment. Normal wear and tear is expected from permitted use of the Equipment and will not subject an employee to a replacement fee.
2. Employees must return the Equipment prior to taking a leave of absence scheduled for more than two weeks and may return it if their leave is scheduled for less than two weeks. If an Employee's leave of absence is unexpectedly extended so that it lasts longer than two weeks, that Employee should use reasonable efforts to contact the Human Resources department to arrange for return of the Equipment back to the Company.
3. Employees shall take proper care of the Equipment. If during employment the Equipment is not in good working order, Employees must promptly notify their supervisor so that the Equipment can be fixed or replaced in a timely fashion by the Company.
4. Employees shall comply with all applicable Company policies when using the Equipment, including Company's Code of Conduct, Social Media Policy, Personal Computers and E-Mail policy set forth in the Employee Handbook, as amended, or made known to the Employees from time to time. Specifically, Employees may not use the Equipment to, or otherwise, access the Company's electronic communication system in an offensive, harassing, illegal, or defamatory manner. The Electronic and Telephonic Systems Usage Acknowledgement shall be incorporated as part of this Policy. The employees' obligations under the Confidential and Proprietary Information Agreement shall continue to apply.
5. The Company reserves the right to monitor and access the electronic communication system and all documents, messages or information created on, with or transmitted over the system and/or stored on the Equipment. These Company rights will be exercised strictly in accordance with applicable law, the Company's business purposes (which include ensuring the appropriate use of the system), and in cooperation with requests from law enforcement.
6. Employees shall not leave the Equipment unattended unless it is stored in a safe place. If an employee takes public transportation after work, to the extent appropriate or reasonable, he or she is required to keep the Equipment safely on their person so that it is not lost or stolen.
  - a. The following are considered safe locations:
    - i. Inside a zipped, buttoned, or otherwise closed backpack, handbag, briefcase, or other bag that is on the employee's person or under his or her control;
    - ii. In a locked dwelling where the employee has control over the entrants;
    - iii. In a locked car if it is parked in a secured garage
  - b. The following are not considered safe locations:

- i. In a car parked on the street;
  - ii. Unattended at a public place, such as a restaurant, store, or public transportation;
  - iii. In a dwelling over which the employee has no control over the entrants.
7. Employees must return the Equipment in good working order upon request or prior to their separation from the Company. If upon the termination of employment an employee fails to return the Equipment to the Company, the employee will be responsible for the replacement fee for the Equipment, which will be deducted from his or her final paycheck if the employee has provided appropriate authorization for such deduction (see below).
8. **\*\*Replacement Costs:** The Equipment replacement fees for any Equipment that is lost or damaged due to Employee’s violation of this Policy are liquidated damages that are fixed in the following amounts:

<b>Apple</b>		<b>DTV CLG</b>	
<b>Equipment</b>	<b>Cost (each)</b>	<b>Equipment</b>	<b>Cost (each)</b>
iMac 21.5" (agent)	\$ 1,500.00	Computer	\$ 600.00
iMac 27" (TL)	\$ 2,100.00	Keyboard	\$ 11.00
Webcam	\$ 70.00	Mouse	\$ 5.00
Headset	\$ 40.00	Monitor	\$ 65.00
Ethernet Cord	\$ 5.00	Webcam	\$ 70.00
		Headset	\$ 40.00
		Ethernet Cord	\$ 5.00
		Power Cables (2)	\$ 10.00

- Note: 1) Other programs that require PCs will follow under the cost noted above for “DTV CLG.”**  
**2) Supervisors/Managers receive 1 large or 2 small monitors for DTV CLG – Cost will be \$130.**

**Employee Agreement**  
**to Abide by the Employee Equipment Use Policy**

I have read the entirety of the above Policy, understand its requirements, and agree to abide by its terms. I have been assigned the Equipment and I agree that failure to follow the Employee Use Policy will be considered abuse of the Equipment and increases the likelihood that it will be damaged, lost, or stolen. I will be personally responsible for the Equipment replacement cost if my failure to abide by the Policy results in the loss, theft, or reckless/intentional destruction of the Equipment during my employment.

I acknowledge that the Company accepts normal wear and tear of the Equipment, and that a replacement fee will not be charged unless I have violated the Employee Equipment Use Policy. I am authorizing the Company to automatically deduct from my next available paycheck the applicable replacement fee or fees as stated in **section 8 of the Policy** if my failure to abide by the Policy causes my Equipment to be lost, damaged, or stolen, subject to all applicable laws. Employee Initials \_\_\_\_\_

In the event that I fail to return my Equipment to the Company upon my separation from the Company, I am additionally authorizing the Company to automatically deduct the applicable Equipment replacement fees as **stated in section 8** of the Policy from my final paycheck, subject to all applicable laws. Employee Initials \_\_\_\_\_

By signing below, I hereby agree to each and every term of the Employee Agreement to Abide by the Employee Equipment Use Policy.

Employee Name: \_\_\_\_\_

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

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