



The Remote Vice-President (RVP) performs the conventional duties appropriate to the specific discipline of an operating company.

The RVP performs unconventional duties in that expertise is applied to the (1) analysis of and (2) launch of a new or re-formed company.

The RVP need not relocate or travel.

This material outlines the qualifications, selection process, compensation, operating procedures and (general) responsibilities of a qualified Vice-President of the contemplated company.

1 QUALIFICATIONS: The qualified candidate is expected to be:

- 1.1 3 parts expertise and 1 part executive;
- 1.2 With 5+ years experience in the designated specialty;
- 1.3 With recognition as an authority by professional peers;
- 1.4 Able and experienced to appraise a business idea, to recruit a team (as needed), prepare or coordinate the generation of a business plan and pro forma, supervise execution of the plan and manage a team;
- 1.5 Able to control expenses and assure performance;
- 1.6 With a flexible schedule;
- 1.7 With the ability to communicate business concepts and supervise staff by phone/fax/email;
- 1.8 Responsive to income disproportionate to conventional (hourly or salaried) levels of industry compensation,
- 1.9 Not dependent on current income (3-6 months) from these responsibilities to meet current financial obligations.

The suitable candidate will be established with a review of the candidate's:

- ▶ Resume
- ▶ Any references
- ▶ Completion of the B-HCA Form
- ▶ Telephone interview

The hired candidate is established by: (1) the candidate's independent evaluation of the business challenge and interest in serving as its Vice-President, for the specialized discipline; and (2) acceptability to serve as such by the President.

2 EVALUATION

The evaluation of the business opportunity is to be established in two meetings - the initial Diagnostic Meeting and a subsequent Business Game Plan Meeting .

- 2.1 Diagnostic Meeting - (1-1-1/2 hour moderated conference call), attended by 12-25 matched up candidates for each discipline of the business, who has experience (5+ years) with the subject industry, will accept standard or (guaranteed) deferred payment, has prepared a B-XX Form, etc.).

The candidates diagnose the business, find its weaknesses and define its required disciplines.

During this meeting:

- 2.1.1 A VP candidate has the designated evaluation questionnaire (B-XX Form). The answers to those questions will help determine the need for his/her services;

- 2.1.2 The candidate writes down these answers as the moderator of the meeting dictates the general information on the business;

- 2.1.3 Candidate (specialized) questions are directed to the presiding moderator. The candidate never asks questions that should be directed to himself;

- 2.1.4 The candidate does not give advice or solutions during this meeting. The moderator will give a go-ahead and preparations for the Business Game Plan Meeting are made.

- 2.1.5 After the meeting, the candidate identifies the needs for his services and makes a telephone proposal to the moderator.

- 2.2 "Bridge" meetings may be held (sales, clinical, etc.) to prepare for the . . .

- 2.3 Business Game Plan Meeting, expected to be a 2-4 hour conference call. This meeting will (or will not) produce a business plan and pro-forma, accomplished by the specialist candidates, each staying within his own (personal and specialized) expertise, starting at the top of the P & L (sales), then working down to the bottom line (profits) and project financing needs by debt and equity financing to reach break-even .

- 2.4 If a “go -ahead occurs, the VP (former candidate) executes a 5-year contract for his individual and specialized service to serve as a member of the newly-created operating team. An organizational meeting is held and an ongoing schedule of OPS meetings is established.

3 PAYMENT

- 3.1 “Standard” payment contemplates (1) A retainer and weekly billing, salary or draw, accounting for time and cash expenditures; (2) The intent, terms for delivery, objective, the mind, etc. can be changed at any time; (3) Hiring or firing can be done, at any time; (4) There are no penalties for failure to meet timetables by either party; (5) The fee, as to total payout amount is not fixed (although it is typically significantly less than that called for in a deferred payment type agreement, for accomplishing the same results. Employment can be terminated (with or without justification) as to what the owner considers to be satisfactory services being performed.
- 3.2 “Deferred” payment contemplates: (1) Executed agreement; (2) Written quote/offer of employment; (3) An exclusive agreement; (4) Payment guarantees.

4 CODE OF ETHICS

- 4.1 Each candidate and Vice-President will conduct activities in strict compliance with all legal requirements and in conformance with community and professional standards.
- 4.2 The Vice-President will accept only those assignments for which the necessary experience, ability and talent are present and will demand similar standards from those hired or subcontracted.
- 4.3 Responsibility for the successful completion of the assignment remains with the Vice-President.
- 4.4 Confidentiality of business practices and trade secrets will be maintained to protect the interests of the business.