

In an effort to provide the best possible service to our Customers, Coast to Coast Communications, Inc (C2C) utilizes the following *Technician Terms & Code of Conduct*. By accepting any C2C job assignment, Technician/Technical Company (Tech) agrees to automatically be bound by these minimum standards in addition to all those specifically outlined in each C2C project Scope of Work (SOW).

### **Acceptance of Work**

In the event that C2C wishes to retain Tech's services, C2C shall notify Tech via fax, e-mail or other commercially reasonable methods. Tech shall thereafter acknowledge receipt of such notification and shall respond with Tech's anticipated availability within 24 hours. In the event Tech is unable to respond to C2C within 24 hours, C2C may find the need to offer said work to an alternate Tech for completion.

### **Offer of Work**

C2C and Tech shall arrive at mutually acceptable compensation amount and schedule for SOW completion prior to Tech performing any chargeable work or arriving at any C2C Customer's site location. Compensation shall be offered and mutually agreed upon in either a 1) Flat Fee per Job or 2) Fixed Hourly Rate plus materials. Once SOW has been accepted by Tech and scheduled by C2C Operations Dept, negotiations and/or changes shall not be permitted by Tech.

### **Work Schedule**

Tech shall provide C2C with an approximate start and completion schedule for all work assigned and shall use their best efforts to adhere to said schedule. In the event Tech is unable to begin work on the scheduled date, unable to arrive at any pre-schedule appointments/service calls or unable to complete work based on original estimated date, Tech agrees to notify C2C immediately upon learning of his unavailability, but in no event less than 24 hours prior to the scheduled start date, arrival time and/or completion date. Unless instructed to by C2C, Tech shall not contact site direct for any reason. All communications concerning work schedule, arrival times, work requests will be directed to C2C. If Tech anticipates they will not be able to make it to the site by their scheduled arrival time, Tech must contact C2C as soon as possible and at least 1 hour prior to scheduled arrival time to notify of nature of delay and anticipated new arrival time so C2C may contact their Customer. Tech may only contact site direct to notify of delay in the event they are unable to reach any staff at C2C **and** have already left a voicemail message and sent a text/email to the C2C Ops dept.

### **Appearance & Conduct While on Site**

Tech shall arrive to job site in clean and commercially appropriate attire and shall maintain a professional appearance throughout the performance of services and/or while on site location. Tech shall conduct themselves in a professional and moral manner at all times when acting on behalf of C2C. Tech shall not visit C2C's Customer site unless previously arranged by C2C and will the work area clean when leaving. Tech agrees to adhere to any additional specific instructions as detailed on SOW or per site instructions given to Tech by C2C.

### **Agency**

Tech shall report to C2C the full extent of all services performed at the job site each day unless alternately instructed by project-specific SOW. Tech shall not perform any work outside the SOW scope without C2C's prior consent. Tech acknowledges that the acceptance of additional work direct from C2C's customer without C2C's prior approval, shall constitute an unfair business practice and may subject Tech to legal penalties. If Tech receives a requests for additional work by C2C's Customer while on site, Tech is to call into C2C for approval or direct C2C's Customer to contact C2C direct for authorization. Tech acknowledges that, for a period of 12 months after written cancellation of this agreement, they will not solicit nor work direct for any C2C or C2CIT Customers without C2C's written approval and as such will be liable for any loss revenue C2C may incur.

### **Materials**

C2C will provide Tech with a specific list of Mfg and materials expected to be used to complete each SOW. Tech shall use only those specifically requested materials by specified Mfg. If specified Mfg materials are not available, Tech shall notify C2C as soon as possible and prior to performing work so that C2C may agree to use of alternate Mfg and/or material parts. Tech shall ensure that they bring with them all proper tools and materials required for the requested work and any additional work (ie: spare jacks, faceplates, voice and data cable, all necessary testing equipment).

### **Site Close-out**

Tech shall ensure all C2C applicable paperwork has been signed by a site personnel whenever possible and understands that the lack of site sign-off may effect C2C's processing and payment of Tech's invoice(s). Tech shall NOT leave any alternate company or personal information with the site or any of C2C's Customer contacts/personnel. In the event of questions or concerns by site personnel, Tech shall direct them to contact C2C via phone or email. Tech may contact C2C to obtain C2C marketing material, business cards and C2C-logo t-shirts, which will be sent out to Tech as supplies permit.

Tech Initials \_\_\_\_\_

### Deliverables

All invoices submitted to C2C by Tech must satisfy SOW deliverable requirements and satisfactory receipt acknowledged by C2C PM prior to being accepted/processed by C2C Accounting Dept. Tech invoices that have not yet satisfied such requirements shall be placed on hold or rejected by C2C Ops/Acctg dept. Invoice net terms do not begin accruing until said satisfaction has been acknowledged by PM to Tech and PM has approved for processing.

### Sales Tax

Technicians working or providing equipment on jobsites are required to charge C2C all appropriate state/local sales & use taxes according to site location as C2C does not retain a Seller's Permit in all 50 states. In these cases, C2C will act as the "end-consumer" therefore will not report nor pay state agencies. It is the sole responsibility of Tech to report and pay all applicable tax to their state agency as required by governing laws. Should C2C be audited by any tax agency and a liability be determined due by agency as a result of inappropriate of Tech billing to C2C or Tech's misfiling/reporting to agency, Tech agrees to pay all direct costs, including agency penalties and interest, associated to their projects within 30 calendar days from C2C or audit notification. In the case that C2C does retain a Seller's Permit in a particular state, C2C will provide one to your office.

### Invoicing

Tech shall invoice C2C directly, as per SOW terms, within 15 days from completion of work. The body of all Tech invoices must contain a breakdown of charges, including sales tax; a separate backup paged may be attached with Tech details as warranted. Tech invoices received late or not containing breakdown of charges or sales tax may be rejected or adjusted accordingly. Net terms begin accruing from date of approval by C2C PM. All Tech documents, including invoices, may be submitted via mail, e-mail or fax. C2C recommends submittals via e-mail to ensure an efficient processing time. The sending of any documentation, including invoices, outside C2C personnel or the corresponding with any C2C's Customers is direct is a violation of this agreement. In such a situation, C2C retains right to sever this agreement and seek legal actions as permitted by law.

**Payment Terms** C2C hires all Tech's services on a "*Paid-When-Paid, net60 days*" (PWP60) terms unless otherwise agreed upon, in writing, prior to performance of work. Although hired on PWP60 terms, C2C guarantees Tech will be paid for all approved services billed to C2C even in the event C2C is not paid in a timely manner. Please notify your C2C Project Manager at time of each service request if these standard terms are not acceptable in order for alternate considerations to be made. All considerations for Tech are specified for an individual project and expire once said project is closed. All considerations must be agreed upon, in writing, by both parties prior to start date of project. C2C PM's do not have the authority to enter into such consideration. All payments are issued to Tech via a C2C company check mailed via USPS 1st class unless alternate consideration have been agreed upon.

### Insurance

Tech is required to provide and maintain current insurance certificates of both General Liability and Worker's Compensation ("COI") as required by their State / Country Laws. Current COI's must remain on file with C2C in order for Tech to be eligible to schedule/perform work. Tech shall list C2C as the *Certificate Holder* and as *Additionally Insured* and must be accompanied by endorsements containing verbiage re: "Primary & Noncontributory" and "Waiver of Subrogation" when applicable. Tech shall have renewed COI submitted to C2C no less than 10 days prior to expiration of previous COI on file. Tech shall reference C2C's "*Request for Certificate of Insurance*" document for additional info.

### Tech Documents & Agreements

Tech is required to provide and maintain current documentation (ie: W9, rate sheets, services provided, areas of service, contact information, address corrections, etc.) and agreements with C2C at all times. Documents and agreements shall be updated every 3 years and may be requested of Tech every calendar year. Agreements will remain in effect until new agreements are provided by C2C or Tech. C2C reserves the right to place any current work or future work request on hold until Tech can provide current documentation when applicable.

Signature of Authorized Representative <b><i>(Remember to also initial page 1)</i></b>	Date of Signature
Print Name of Signer _____	Title of Signer _____
Company Name: _____	
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____