

## **APPENDIX B GUIDELINES FOR CONTRACT WORKER ASSIGNED TO WORK AT VERIZON**

Supplier has contracted with Verizon to provide services and in accordance therewith the following guidelines are provided to you so that you may better understand Verizon's expectations and requirements.<sup>1</sup> You are either a direct employee of Supplier, or a subcontractor either directly or indirectly employed by Supplier (herein referred to as "Contract Worker") providing services to Supplier for the Verizon account.

### **EMPLOYEE STATUS**

Even though you are providing services to Supplier for the Verizon account, you are not a Verizon employee. Pursuant to the terms of your employment with Supplier, you may not make any statements that imply that you are a Verizon employee. Moreover, you should not sign any documents that impose contractual or other obligations on Verizon.

### **SUPPLIER CODE OF CONDUCT**

As a Contract Worker assigned to provide services for the Verizon account, you shall abide by the Supplier Code of Conduct located at <http://responsibility.verizon.com/our-principles/ethics.htm>. By accepting this work assignment on the Verizon account and signing these Guidelines, you acknowledge that you understand the Supplier Code of Conduct and agree to its terms.

### **CONTRACT WORKER TRAVEL AND EXPENSE POLICY**

You are responsible for adhering to the Contract Worker Travel and Expense Policy, which has been given to you and you acknowledge receipt and acceptance of this policy by signing these Guidelines.

### **VERIZON FACILITIES**

While at Verizon, you shall:

- Wear appropriate identification; and
- Abide by Verizon's rules, including all security measures.

You are also responsible for:

- following all safety and occupational health regulations, policies and procedures;
- maintaining a safe work environment;
- making yourself familiar with the hazards of all materials and equipment with which you work and following the specified instructions and precautions; and
- immediately reporting to the Verizon manager responsible for your work any unsafe conditions and/or work related injuries, illnesses, and accidents. You must immediately follow up such report with a separate report to your Supplier representative.

If Verizon authorizes you to have access to its computer systems, this access is solely for performing services for Verizon. You may not access any other computer system, electronic file, software or other electronic services unless specifically required to perform your assignment.

### **VERIZON PROPERTY**

You are responsible for protecting Verizon's tangible and intangible property, including its intellectual property, confidential information and trade secrets.

In the course of your assignment by Supplier on the Verizon account, it may be necessary for Verizon or Supplier to disclose to you Verizon technical, Verizon customer (herein referred to as "Customer"), personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets ("Confidential Information"). With respect to such Confidential Information you should adhere to the following:

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<sup>1</sup> In the event of a conflict between these Guidelines and the terms of the Agreement, the terms of the Agreement shall govern.

All Confidential Information disclosed by Verizon to you or to Supplier shall be and shall remain the exclusive property of Verizon;

- You shall receive in confidence any Confidential Information and shall use such Confidential Information only for purposes of work, services, or analysis related to your assignment by Supplier on the Verizon account;
- You shall not disclose such Confidential Information to others outside of Supplier or Verizon without the prior written approval of Verizon; and
- At Verizon's or Supplier's request or upon termination of your assignment for any reason, you shall return promptly to Verizon or Supplier, as the case may be, or destroy any copies of such Confidential Information in written, graphic or other tangible or intangible form, providing to Verizon or Supplier with a list of all such material destroyed.

Verizon property should not be taken, sold, loaned, given away or otherwise disposed of, regardless of its condition or value, unless you have prior specific written authorization from Verizon.

#### **INTELLECTUAL PROPERTY AND MARKS**

- Any work product you prepare for Verizon or for Supplier while performing work on the Verizon account should be your original work, and no part of it should include the copyrighted work of any other person, unless you have the copyright owner's and Verizon's or Supplier's prior written approval to do so.
- By accepting this work assignment on the Verizon account, by Supplier, you are agreeing that you will promptly disclose to Verizon and Supplier all inventions, discoveries, designs, improvements, technical information, ideas, databases, computer software or other apparatus programs, related documentation, and other works of original authorship, whether or not patentable, copyrightable or susceptible to other forms of protection, which you may make, create, develop, write or conceive during the course of your assignment by Supplier on the Verizon account. You agree to assign and grant to Verizon all rights, title and interest in and to all innovations. Either Verizon or its nominee shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said ideas, discoveries and/or inventions. You shall, during the term of your assignment by Supplier on the Verizon account and for a reasonable time thereafter, provide Verizon or its nominee all documents pertaining to such ideas, discoveries and/or inventions, patent applications and letters patent issuing thereon.
- Upon the request of Supplier or Verizon, you agree to execute a specific assignment to Verizon of all rights, title and interest to any particular innovation or group of innovations, and will execute all applications for patent, copyright, or other forms of protection for such innovations in the United States and in other countries. If any of this information is ever sought by the government or by anyone for use in court, you must immediately inform both Verizon and Supplier.
- After your work assignment ends for any reason, you will treat with utmost confidentiality all innovations and all private, trade secret, and proprietary information concerning them, and except as authorized in writing by Supplier or Verizon, you will not publish, disclose or use such information or authorize anyone else to publish, disclose, or use it. When your work assignment ends, you will relinquish all documents, equipment and records containing such information to Verizon, regardless of form.
- Verizon owns or has the right to use certain valuable names, marks, insignia, and the like, including the Verizon logo (the "Marks"). In providing services to Verizon, you may have occasion to use these Marks. Any such use must fully comply with Verizon's standards. This means use of the Marks:
  - Must be following consultation with Verizon and approved by it.
  - Must clarify the relationship between you and Verizon.
  - Must conform to Verizon's graphic and other standards.
  - You must not use the Verizon uniform that contain the Marks for any purpose other than for the performance of the services.

#### **FRAUD AND CORRUPT PRACTICES**

At all times, you are required to conduct yourself in accordance with the highest standards of honesty, integrity and fair dealing.

- The use of Verizon funds or assets for any unethical or illegal purpose is strictly prohibited.
- All reports and other work you perform for Verizon must be accurate and not contain any misrepresentation of facts.

- You are never authorized to take any action, make any expenditure, or make any promises, directly or indirectly, to anyone in government, any political parties or candidates for office, or to private persons for the purpose of obtaining or retaining business for Verizon, except as otherwise permitted by law and Verizon.
- If you are to perform any services relating to any government contract, you must first seek guidance from the Supplier representative responsible for your work who may contact Verizon's Legal Department or Verizon's Office of Integrity & Compliance for guidance.
- If you have held any office, are employed by, or have any other role in any federal, state, local or foreign government or government-owned entity, you must fully disclose this in writing to Supplier before engaging in any work for Verizon or receiving any payment from Verizon. Supplier will provide such information to Verizon.

### **DEALING WITH VERIZON EMPLOYEES**

Verizon provides all of its own employees with its "Code of Business Conduct" (the "Code"), which provides rules of conduct governing gratuities and hospitality and instructs employees how they should deal with those with whom Verizon does business. Verizon takes this Code very seriously. All Verizon employees must follow the Code as a condition of their continued employment. The following are some of these standards which are set forth more fully in the Code:

- Verizon employees may not solicit or accept gifts, loans, gratuities, favors, hospitality or other valuables.
- Reimbursement of employee travel expenses or other hospitality expenses is subject to prior approval by the Verizon manager.
- Verizon employees may generally accept small business gifts of a nominal value, provided acceptance does not otherwise create an appearance of a conflict of interest.
- Verizon employees may also accept an occasional meal, refreshment or modest entertainment in the normal course of business, provided these are not lavish.
- Verizon employees should not engage in acts or have interests that create or could create a conflict of interest.

Because you will interact with Verizon employees, Supplier wants you to be familiar with these standards. You should not act in such a manner that will cause a Verizon employee to be in violation of the Code.

### **VERIZON CUSTOMER INFORMATION**

Everyone working in the communications industry has a duty to protect the privacy of Customers' communications and records. Safeguarding Customers' trust is essential to the success and reputation of Verizon.

- You may be exposed to information about Customers. This is Verizon Confidential Information, and must be protected accordingly.
- Unauthorized access to, interference with, or misuse of a Customer's communications and/or records may also constitute a violation of state and federal laws.

### **COMPLIANCE WITH APPLICABLE LAWS**

In performing services, you have an obligation to comply with all laws. You are never authorized to take any steps on Verizon's behalf that may violate the law. No one, including Verizon's own employees, has the authority to direct or approve any such conduct.

### **DOCUMENT RETENTION AND DISPOSAL**

During the normal course of your responsibilities as a Contract Worker assigned to the Verizon account, you may be responsible for creating, using, storing, and disposing of Verizon records.

Verizon has a Records Management and Retention Program (the "Program"). Its purpose is to ensure that company records are retained and preserved in accordance with applicable legal, regulatory and business requirements. All documents including, but not limited to electronic data, e-mails and computer disks, as well as paper versions, are subject to the Program requirements.

If you have any questions or concerns about whether a particular document falls within the scope of this policy, please consult the Supplier and/or the Verizon manager responsible for your work.

### **FAIR COMPETITION**

Verizon believes that fair competition in the marketplace is the best way to serve Customers and to succeed in this dynamic industry. Verizon competes on the merits of its services. Verizon does not believe in "strong arming" Customers or trying to force them to purchase Verizon's services.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Both Supplier and Verizon require compliance with all equal employment laws. If you believe that you have been subjected to unlawful discrimination, you should immediately report the matter to Supplier and the Verizon manager responsible for your work.

### **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

Both Supplier and Verizon are committed to providing a work environment free of sexual harassment or other unlawful harassment based on age, race, national origin, religion, gender, sexual orientation, disability, or any other legally protected category under federal, state or local law. Sexual harassment includes any conduct by a Verizon employee, or a Contract Worker, relating to another person's gender that creates an intimidating, hostile or offensive work environment or interferes with another's work performance. Supervisors may not threaten or imply that a Verizon employee's, or Contract Worker's response to sexual advances or any other sexually harassing behavior will in any way influence that individual's continued work assignment. Conduct which can contribute to an offensive work environment includes, but is not limited to, unwelcome sexual advances, innuendoes, requests for sexual favors, physical contact, unwelcome or repeated propositions, unwelcome flirtations, epithets, slurs, offensive jokes, or pranks and offensive verbal, visual or physical conduct of a sexual nature, whether spoken, written or communicated electronically.

Verizon Contract Workers are personally responsible for treating others with respect, dignity and fairness and ensuring that their conduct is free of any actions that constitute or give the appearance of discrimination or sexual harassment. You should be aware that certain actions might give the appearance of harassment even if not intended to do so.

The enforcement of job performance requirements and standards of conduct in a fair and consistent manner is not considered harassment. Anyone who believes he or she is being treated in a discriminatory fashion or is being harassed is responsible for taking initiatives to stop the unwelcome and possibly unlawful conduct. This includes making it clear that certain conduct is unwelcome.

You must report any instances of workplace harassment, unfair treatment or discriminatory conduct to the Verizon manager responsible for your work or his or her superior. In addition, you should also report the matter to Supplier. These types of claims are handled discreetly to the extent possible and are investigated promptly and thoroughly.

### **WHERE SHOULD YOU GO WITH QUESTIONS?**

In general, you should raise all issues regarding your assignment directly with Supplier's management or its human resources department. The Verizon manager responsible for your work may also be contacted for guidance, as appropriate.

However, if you have any questions regarding these guidelines or suspect violations of these guidelines or the law, please contact Verizon's Office of Integrity & Compliance:

Phone: 1-800-488-7900

Mail: One Verizon Way  
Mailcode VC52N078  
Basking Ridge, NJ 07920-1097

When contacting the Office of Integrity & Compliance, you may identify yourself or maintain your anonymity.

### **CONCLUSION**

Nothing is more important to a business than its good name and its Customers' trust. At Verizon, this is not subject to compromise. If you engage in improper conduct, Verizon may request Supplier to terminate your assignment.

Supplier requires you read and then certify that you have read these guidelines and agree to comply with them. Failure to do this will result in your removal from all work on the Verizon account and may result in your termination of employment from Supplier.

### **CERTIFICATION**

I have carefully read the GUIDELINES FOR CONTRACT WORKER ASSIGNED TO WORK AT VERIZON and agree to comply with these guidelines, Verizon policies and procedures, and the law including the requirement to conduct any business involving Verizon's services in accordance with the highest standards of honesty, integrity and fair dealing.

I also agree and acknowledge that I am a Contract Worker of Supplier, providing services on the Verizon account pursuant to a contractual arrangement between my employer and Verizon. I agree and acknowledge that I am not an employee of Verizon, or any of its subsidiaries, parents, or affiliated companies. As such, I agree and acknowledge that I am not entitled to any of the benefits made available to employees of Verizon. I therefore waive, discharge, and release any claim for any employee benefit offered by Verizon or any of its parents, subsidiaries, or affiliated companies, including any successors thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock options, short term incentives, long term incentives, holiday pay, separation pay or any other employee benefit of any type or description.

I fully understand that I may not work on any matters relating to Verizon unless I agree to this certification.

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Signature

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Arpit Panwar  
Please Print Name

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11-18-2022  
Please Print Date