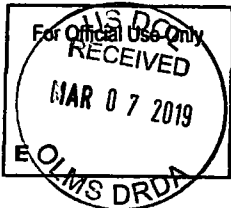


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 07-31-2019



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

69/455

1. File Number: C- 68378

Person Filing

2. Name and mailing address (include ZIP Code):

Name EARL MONK

Title

Organization

P.O. Box, Bldg., Room No., if any

Street 70 JONQUIL DRIVE

City NEWTOWN

State PA

ZIP Code + 4 18940

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

DEC / 2018

5. Type of person:

a. ☒ Individual b. ☐ Partnership c. ☐ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name YOHANN FETET

Organization ALTICE TECHNICAL SVCS US, LLC

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 1111 STEWART AVENUE

City BETHPAGE

State NY

ZIP Code + 4 11714

7. Date entered into:

12 / 14 / 2018

8. Name of person(s) through whom made:

Name YOHANN FETET

Name AMY GROVE MAN

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

President
(If other title, see
instructions)

Title President

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On

3/1/19 609-610-4697

Date

Telephone Number

On

Date

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

EXPLANATION OF WHAT SIGNING A UNION CARD MEANS AND WHAT JOINING A UNION MEANS AS PER ATTACHED AGREEMENT.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

EXPLAIN WHAT SIGNING A UNION CARD MEANS. EXPLAIN WHAT THIRD PARTY REPRESENTATION MEANS.

11.b. Period during which performed:

12/19/18 - 12/20/18

11.c. Extent performed:

COMPLETED

11.d. Name and address through whom performed:

Name AMY GROVEMAN
 Organization ALTICE TECHNICAL SVCS US, LLC
 P.O. Box, Bldg., Room No., if any
 Street 1111 STEWART AVENUE
 City BETHPAGE
 State NY ZIP Code + 4 11714

Additional Name and address through whom performed, if any:

Name
 Organization
 P.O. Box, Bldg., Room No., if any
 Street
 City
 State ZIP Code + 4

12.a. Identify subject groups of employees:

TECHNICIANS ~~NAMES~~
 LOCATED IN WAPPINGERS FALLS
 AND HAWTHORNE, NY.

12.b. Identify subject labor organizations:

POSSIBLY CWA.

December 14, 2018

Mr. Earl Monk
70 Jonquil Drive
Newtown, Pennsylvania 18940

Re: **CONSULTING AGREEMENT**

Dear Mr. Monk:

This letter, when signed by Altice Technical Services US, LLC (referred to herein as "Company") and yourself ("Consultant"), will constitute an agreement, effective as of December 14, 2018 concerning certain consulting services (the "Services"), which Consultant agrees that he will perform faithfully and diligently for Company as set forth below. When used herein, the term "Company" also includes Company's parent and affiliated companies. Consultant agrees to devote such working time as is necessary to the proper performance of the Services hereunder.

1. Purpose of Engagement

- a) The Services will consist of providing Company with the consulting services set forth on Exhibit A as the same may be amended from time to time upon the mutual consent of the parties.
- b) Consultant will be responsible to and report to Amy Groveman, General Counsel, or her designee.

2. Term

- a) This Agreement will commence on December 14, 2018 and will terminate on December 21, 2018 unless extended upon the mutual agreement of the parties.
- b) Company is under no obligation to continue this engagement beyond the period set forth above. In addition, Company may terminate this Agreement at any time in accordance with Section 10 hereof if Consultant does not perform the Services in a satisfactory manner in Company's sole discretion or otherwise breaches this Agreement

3. Consultant's Fees

- a) During the term of this Agreement, Company agrees to compensate Consultant \$1,400 inclusive of all expenses.
- b) Invoices for Services provided hereunder shall be provided to Company at the address set forth below. Each invoice submitted by Consultant will provide supporting detail for each week in which the Services were performed by Consultant inclusive of all tasks performed and all services provided. Company will pay approved invoices within thirty (30) days from acceptance of the Services by Company and Company's confirmed receipt of the invoice(s) for the Services provide hereunder.

4. Confidentiality

- a) In its performance of the Services hereunder or otherwise, Consultant may come into contact with, become aware of or develop information, data or communications of a commercially sensitive, proprietary nature which, if disclosed, could have an adverse effect on Company's standing in the community, its business reputation, operations or competitive position or the standing, reputation, operations or competitive position of any of its affiliates ("Confidential Information"). Confidential Information belongs to Company or its affiliates.
- b) As used herein, Confidential Information includes, but is not limited to financial data; customer, vendor or shareholder lists or data; business or marketing plans, projects or competitive strategies; technical or strategic information about Company's on-line data, telephone, cable, programming, advertising, retail electronic, PCS, DBS or other businesses or strategies to market or distribute the services or products of such businesses; economic or commercially sensitive information, policies, practices, procedures or techniques; trade secrets; merchandising or sales strategies or plans; litigation theories or strategies; terms of agreements with third parties and third party trade secrets; information about the Company's employees, compensation or other human resources policies, plans and procedures, or any other non-public material or information relating to the Company's business activities, communications, ventures or operations.
- c) Consultant agrees to protect Company's Confidential Information now and into the future and not to use, disclose or access such Confidential Information except in furtherance of Company's business. In addition, Consultant will not make copies of the written versions of Confidential Information and will not discuss with, or disclose to, any third party Confidential Information without the prior written consent of Company. Consultant further represents that all Confidential Information provided by Company to Consultant will remain confidential and will be provided only to those of Consultant's employees or agents working directly on

Company's behalf on such basis as is necessary for the performance of the Services hereunder.

- d) Upon termination of this Agreement, Consultant will return to Company all Confidential Information within Consultant's possession. The obligations of confidentiality set forth in this Section 4 will survive the termination of this Agreement.
- e) Notwithstanding the foregoing, the obligations of this Section 4, other than with respect to subscriber information, shall not apply to Confidential Information which is:
 - i) already in the public domain;
 - ii) disclosed to Consultant by a third party with the right to disclose it in good faith; or
 - iii) specifically exempted in writing from the applicability of this Agreement.
- f) Notwithstanding anything elsewhere in this Agreement, Consultant is authorized to make any disclosure required of him by any federal, state and local laws, after providing Company with prior written notice and an opportunity to respond prior to such disclosure.

5. Ownership of Materials

Any and all written materials including memoranda, notes, records and compilations of information prepared by or for Consultant for Company in performance of the obligations under this Agreement and any Statement of Work will be considered "work-for-hire" and all tangible or intangible rights therein including, without limitation, copyrights, patent rights, etc., will belong to Company.

Consultant hereby assigns to Company, for no additional consideration, and Company hereby accepts, all of Consultant's rights, title, and interest, including copyrights, in and to any work product resulting from Consultant's performance under the terms of this Agreement and any Statement of Work (whether or not such work product is considered a work-for-hire under the copyright laws of the United States) and to any computer or software programs which might be developed by Consultant pursuant to the terms of this Agreement, and all portions of such programs, including all proprietary rights therein or based thereon, with the right to grant licenses and sublicenses to any party, without accounting to Consultant or any of its employees or agents, under such programs and all portions thereof.

Consultant hereby grants to Company pursuant to the terms of this Agreement, and Company hereby accepts, a worldwide, royalty-free, fully paid-up and nonexclusive right and license under all patents, copyright, and trade secrets incorporated in any computer or software programs which might be developed by

Consultant pursuant to the terms of this Agreement or which are required to exercise the rights and license granted to Company in the preceding paragraphs that are not included therein; provided, however, that Consultant has the right to grant such rights and licenses.

Consultant will promptly execute and deliver such documents of assignment or license, and take any actions that Company reasonably requests, as may be required to establish and perfect the rights assigned or granted to Company under this Agreement.

6. Independent Contractor

Consultant is performing the Services as an independent contractor and not as an employee of Company. Consultant shall be responsible for all taxes and other expenses attributable to the rendition of Services hereunder to Company, and Consultant shall indemnify, hold harmless and defend Company, its incumbent or former officers, directors, consultants, employees, successors and assigns, from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including, but not limited to, the Internal Revenue Service or any state taxing authority, arising out of Consultant's alleged failure to pay federal, state or local taxes during the term of this Agreement. Nothing in the Agreement shall be deemed to constitute a partnership or joint venture between Company and Consultant nor shall anything in this Agreement be deemed to constitute Company or Consultant the agent of the other. Neither Consultant nor Company shall be or become liable to or bound by any representation, act or omission whatsoever of the other. Under no circumstances shall Consultant, nor its employees, agents or subcontractors, be entitled to participate in any of the benefit plans which Company may offer to its own employees from time to time.

7. Representations and Warranties

- a) Consultant represents and warrants to Company that:
 - i) Consultant shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind which are applicable to Consultant's performance of the Services hereunder;
 - ii) Consultant's performance of the Services called for by this Agreement does not and will not violate any applicable law, rule, or regulation;
 - iii) Consultant has full authority and sufficient right, title, and interest in and to any developed programs, systems, data, computer documentation or other material whatsoever, to grant and convey the rights accorded to Company under Section 5 hereof; and
 - iv) Consultant has the full legal right to enter into this Agreement and to fully perform the Services and fulfill its obligations hereunder.

- v) While performing the Services hereunder, Consultant will act in a professional manner and observe all aspects of appropriate professional and ethical workplace behavior.
- b) Consultant agrees to indemnify and hold Company, its incumbent or former officers, directors, employees, successors and assigns, harmless from and against any and all liabilities, costs or expenses (including reasonable legal fees and expenses) arising out of any acts or omissions of Consultant (or any of its employees or agents) in connection with the Services to be provided hereunder or in any breach of Consultant's representations or obligations under this Agreement, including this Section 7.

8. Termination

- a) This Agreement may be terminated upon three (3) days' prior written notice for any reason by either party. Such notice shall be deposited in the United States mail, postage prepaid by the terminating party addressed to the other party at the address indicated herein. In the event of termination under this provision Consultant shall be entitled to payment for the final week on a pro-rated basis based on number of days worked. This Agreement may be terminated by Company immediately for cause.
- b) Upon termination of this Agreement, if requested, Consultant shall transfer and make available to Company or Company's representatives all property and materials in Consultant's possession or control which belong to Company. Consultant will not retain or use any such materials unless Company consents, in writing, to such use

11. Miscellaneous

- a) Consultant agrees that any and all contracts, correspondence, books, accounts and other sources of information relating to Company's accounts shall be available for inspection at Consultant's office by Company's authorized representative during ordinary business hours upon reasonable notice to Consultant.
- b.) Consultant shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages due to bodily injury, including personal injury, sickness, disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to, or destruction of, tangible property including loss of use resulting therefrom.
- c) Neither party shall assign, transfer or subcontract this Agreement or any of its obligations hereunder without the other party's express, prior written consent. Notwithstanding the foregoing, Company may assign this Agreement to an entity under its operation, management or control or to a purchaser of all, or substantially all, of its assets.

- d) Neither party shall issue any press release or public statement of any kind, or publicize the existence of this contract or the existence of a business relationship between the parties without the prior review and approval of the other party. Notwithstanding the foregoing, Company is authorized to make any disclosures required by any Federal, State, or local law or regulation at any time and without prior consultation or approval by Consultant.
- e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict-of-law rules.
- f) Consultant acknowledges that its Services under this Agreement are of a specific, unique and extraordinary character and that its breach or threatened breach of the "Confidentiality" provisions set forth in Section 4 and the "Ownership of Materials" provisions set forth in Section 5 will cause irreparable injury to the Company for which monetary damages alone will not provide an adequate remedy. Accordingly, in addition to any rights or remedies Company may have available to it under this Agreement or otherwise, it also shall be entitled to an injunction to be issued by any court of competent jurisdiction, restraining Consultant from committing or continuing any violation of this Agreement. The provisions of Sections 4 ("Confidentiality") and 5 ("Ownership of Materials") hereof will survive the termination of this Agreement.
- g) This Agreement and Exhibits A, B and C annexed hereto constitutes the entire Agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

If the foregoing Consultant Agreement is acceptable to you, please execute and return to me the copy of this Agreement which I have enclosed for your convenience. We look

EXHIBIT A

The following will constitute the Services to be performed by Consultant:

1. Make himself available to provide:
 - a) multiple on-site meetings and education sessions with employees at the Company's facilities in Wappingers and Hawthorne, New York concerning labor related issues on December 19th and 20th, as requested.
 - b) to engage with eligible employee voters as necessary.
 - c) to provide the local management and HR teams with guidance and direction for employee engagement.
2. Cooperate with Company, its attorneys and representatives in any inquiries arising out of Company's operations, including, without limitation, any examination of Company's policies, practices and procedures, and further including, without limitation, attending and participating in any meetings, investigations, litigations, or administrative proceedings and any appeals arising therefrom (hereinafter collectively, "Proceeding"), including, without limitation, any Proceeding involving a Company employee or consultant or former Company employee or consultant.
3. Cooperate to the fullest extent possible in the preparation and presentation by Company of its defense or prosecution of any legal or administrative proceedings or asserted claims relating to events which occurred during its retention by Company as to which he might, in Company's view, have personal knowledge, including, without limitation, attendance and participation at meetings, providing testimony and executing affidavits or other documents providing information requested by Company.
4. Cooperate with Company by providing any documents or reports requested by the Company in connection with this Agreement (or otherwise) or arising out of any requests by governmental entities including, without limitation, the Internal Revenue Service.
5. Perform such other services as the parties may mutually agree upon from time to time during the term of this Agreement.

forward to working with you.

ALTICE TECHNICAL SERVICES, LLC

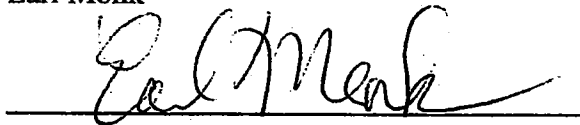


Yohann Fetet

Chief Executive Officer

Accepted and Agreed To:

Earl Monk



Date: 12-14-18

WPDOCS/Legal Templates/Consulting Agreement (Letter Format) with Background Check 6-17