

Title
PJ-383-11745 : Installation of Network Protector

Description

FAST FUND ELIGIBLE

Scope of work:

Ground Network Cabinet Technician will locate Client provided network protector. Technician will install network protector according to APC Protect Net manual to ensure the network rack is properly grounded. Technician will check out with Checkers help desk to ensure all tasks are complete before departing site. At the completion of this scope of work, Technician shall clean up and dispose of any debris in the immediate work area and contact Client's central point of contact for further instructions and/or release authorization.

Note: If the ground is not yet installed. We can still proceed with the installation and electricians will follow up after completing that part.

Required tools:

Standard Cabling Toolkit Standard Hand Tools Velcro/Zip Ties

Note: Please provide a photos of deliverables and a brief summary of work done.

Assignment Date
May 5, 2023 10:00AM CDT
CHECK IN REQUIRED

ARRIVAL TIME
_____ AM/PM

DEPARTURE TIME
_____ AM/PM

Contact Information

Support Contact
Global Dispatch Team
(888) 397-0086

Assignment Location

Rally's
2135 St Bernard Ave
New Orleans, LA 70119
USA

Notes

Approval

By signing below, you acknowledge your agreement with the satisfactory completion of the assignment details listed above. Additionally, you verify the accuracy of the arrival and departure time(s) entered on this form.

Customer Name (Printed) Customer Signature Date

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All spend limit requests must be documented and approved.
 Questions, change of scope or spend limit requests should be directed to:
 Global Dispatch Team,dispatch@kinettix.com,(888) 397-0086

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Note: Please provide a photos of deliverables and a brief summary of work done.

Instructions

Upon arrival at the site please contact Kinettix Dispatch Team for Check-In/Out : +1 888 397 0086 or email us at dispatch@kinettix.com

(813) 283-7142 Anthony - Escalation for equipment confirmation and test out

Completion Details

Instructions

Note: Please provide a photos of deliverables and a brief summary of work done.

Deadline

Deadline to submit attachments is **24** hours after assignment start.

Assignment Date

May 5, 2023 10:00AM CDT
CHECK IN REQUIRED

ARRIVAL TIME

_____ AM/PM

DEPARTURE TIME

_____ AM/PM

Contact Information

Support Contact

Global Dispatch Team
 (888) 397-0086

Assignment Location

Rally's

2135 St Bernard Ave
 New Orleans, LA 70119
 USA

Deliverables

You are required to include 6 attachment(s) for this assignment:
 - 5 Photos
 - 1 Other

Skills & Specialities

Have experienced on this kind of job

Parts & Logistics

Parts will be supplied by the client.
 The parts will be shipped to the address specified on your profile.
 1208 Focis Street
 Metairie, LA 70005

Code of Conduct

Refer to section 12 of Terms of Use Agreement.

Terms of Agreement

All independent contractors applying for this assignment must have general liability (“GL”) and occupational accident insurance (“OAI”) coverage in order to qualify for this assignment and perform the contracted services. All assignments with this client will be included in the GL and OAI coverage provided through Bunker, a licensed insurance producer. The GL coverage is provided through Bunker under a group benefits policy offered through the Professional Industry Purchasing Group (the “Group”). The OAI coverage is provided through Bunker under a group benefits policy offered through the Association of United Internet Consultants (“AUIC”). To obtain coverage, you must be a part of the Group and AUIC and pay applicable administration and association fees included in the cost of the policies. By accepting the assignment, the worker agrees to the insurance and authorizes fees to be paid on their behalf for insurance and Group and AUIC membership. Accordingly, the cost of GL (0.83% of the assignment fee) and OAI (0.461% of the assignment fee) coverage, which includes a Group administration fee and an AUIC membership fee, will be deducted from the amount payable for this assignment to pay for the coverage. WorkMarket and ADP are not insurance brokers nor insurers. **VENDOR SERVICES AGREEMENT** THIS VENDOR SERVICES AGREEMENT (“Agreement”) is entered into as of the date set forth below (“Effective Date”), between KINETTIX, INC., an Ohio corporation (“Kinettix”), and (“Vendor”). Kinettix and Vendor may be referred to individually as a “Party” and collectively as the “Parties”. WHEREAS, Kinettix is in the business of providing third-party call center and information technology sourcing services (the “Business”) to various clients (“Clients”) internationally; WHEREAS, Vendor has the experience, capacity, and capabilities to provide Kinettix’s Clients with certain services related to the Business; and WHEREAS, Vendor has indicated an interest and ability to provide Kinettix with the Services (as defined below) in accordance with the terms and conditions contained in this Agreement. NOW THEREFORE, for and in consideration of these promises and the terms set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows: 1. Services; Subcontracting. 1.1 Vendor will provide the services described on the attached Exhibit A (“Services”) directly to certain Clients of Kinettix, as requested by and at the direction of Kinettix, pursuant to the terms and conditions of this Agreement and the attached Exhibit A. 1.2 Vendor must receive the prior written consent of Kinettix before subcontracting one or more portions of the Services to affiliated companies or third parties. If Kinettix consents to such subcontracting, Vendor shall ensure that the quality of work, services and goods supplied by any subcontractor are substantially equal to those Vendor would normally provide or supply, and will otherwise conform to the provisions of this Agreement, including, without limitation, the insurance, confidentiality, and data security obligations hereunder, and Vendor shall be jointly and severally responsible for all work undertaken by a subcontractor. If Kinettix becomes dissatisfied with any Vendor personnel or subcontractor providing the Services, Kinettix shall notify Vendor of the details of its dissatisfaction, and the parties shall work together in good-faith to remedy the problem as

soon as reasonably possible; provided that upon Kinettix's reasonable request, Vendor shall promptly remove and replace any such Vendor personnel or subcontractor. For avoidance of doubt, this Agreement is not intended to establish a minimum quantity of Service hours or projects.

1.3 Without expanding the independent nature of the Parties, and subject to the terms of this Agreement, while rendering the Services on behalf of Kinettix to a Client, Vendor and Vendor's employees and contractors shall perform such work using the Kinettix name.

2. Term; Termination.

2.1 Term. Subject to the termination rights provided in Section 2.2, commencing on the Effective Date, the initial term of this Agreement shall be three (3) years, and this Agreement shall renew thereafter for subsequent twelve (12) month periods. The terms and conditions of this Agreement shall apply to any and all such renewal period(s).

2.2 Termination. Kinettix may terminate this Agreement at any time, with or without cause, for any reason or for no reason, and without penalty, upon at least ten (10) days' prior written notice to Vendor. Vendor may terminate this Agreement upon a material breach of this Agreement by Kinettix, provided that Kinettix shall first be provided with written notice of such breach and shall thereafter have fifteen (15) days to cure such breach and avoid termination of this Agreement.

3. Fees; Taxes.

3.1 In exchange for the Services, Kinettix shall pay Vendor the fees set forth in the attached Exhibit A (the "Fees"). All Fees and any other quoted prices shall be in U.S. dollars, and are and shall be inclusive of any and all taxes, including without limitation, applicable federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes. Vendor shall invoice Kinettix as set forth on the attached Exhibit A. Kinettix shall pay undisputed amounts within thirty (30) days of receipt of invoice. In the event that Kinettix disputes any invoice, whether in whole or in part, Kinettix will provide Vendor with notice of such dispute and the Parties shall work together in good-faith to resolve any such dispute, provided that Kinettix shall not be deemed to have breached this Agreement by not paying such disputed invoice until a resolution is reached.

3.2 Vendor shall be solely responsible and liable for: (i) any and all federal, state, local, or other taxes based on or measured by Vendor's net income or receipts, and (ii) any and all taxes, compensation, and benefits of any kind for Vendor's personnel, employees, and contractors. Vendor acknowledges and agrees that Kinettix shall have no liability for, and no obligation to withhold at source, any federal, state, or local income tax (or portion of FICA) from any individual assigned by Vendor to provide Services hereunder, nor shall Kinettix have any liability for FICA, FUTA, or SUI (State Unemployment Insurance) contributions on behalf of any individual hired by, employed by, or otherwise associated with Vendor.

4. Representations and Warranties.

4.1 Vendor represents and warrants to Kinettix that: (i) it has all requisite corporate power and authority (or if Vendor is not a corporation, it represents and warrants that it has sufficient power and authority under its organizational documents or agreements) to enter into this Agreement and to carry out the transactions contemplated hereby; (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate (or, as applicable, other entity) action on the part of Vendor; (iii) this Agreement has been duly executed and delivered by Vendor and is a valid and binding obligation of Vendor and enforceable against it in accordance with its provisions, as limited by applicable bankruptcy laws; and (iv) Vendor's entry into this Agreement does not violate or constitute a breach of any agreement to which it is a party or otherwise bound.

4.2 Vendor represents and warrants to Kinettix that it has, and at all times will have, the full legal right to provide all Services and that the Services do not, and will not, infringe, misappropriate or otherwise violate any patent, copyright, trademark, service mark, trade secret, and/or any other intellectual property and/or proprietary ("Intellectual Property") right(s) of any third party or third parties.

4.3 Vendor represents and warrants to Kinettix that in performing its obligations and exercising its rights under this Agreement, Vendor will, and will direct its shareholders, members, managers, officers, directors, employees, contractors, subcontractors, agents, heirs, and assigns (collectively, the "Vendor Group") to, comply with any and all applicable international, national, Federal, state and/or local laws, regulations, rules, requirements and industry codes.

5. Ownership.

5.1 Any and all documents, data, and other materials produced or received by Vendor as a result or in performance of the Services (collectively, the "Work Product") is considered work-for-hire, and Kinettix will automatically (and solely) own all right, title and interest in and to the Work Product, including, without limitation, all rights, title and interest in and to all Intellectual Property rights related thereto. Vendor hereby agrees that, upon request by Kinettix, it will execute all documentation required to ensure Kinettix's full ownership rights, title and interest in and to the Work Product. Vendor shall, and shall require each member of the Vendor Group, to execute and deliver any and all instruments required or desired to document Kinettix's rights in the Work Product. Upon termination of this Agreement by either party for any reason, Vendor shall (at its sole cost) return all Work Product to Kinettix as soon as commercially practicable.

5.2 Without limiting the foregoing,

Kinettix shall, at all times during and after the initial term and all renewal term(s) (as applicable) of this Agreement, retain sole and exclusive ownership of Kinettix's proprietary information, intellectual property, technology or products, tools, designs, techniques, know-how, concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, processes, models or systems, prototypes, computer tapes or disks, computer software, computer code, notes, outlines, algorithms, reports, websites, and/or any other information, content and/or materials, and all rights related thereto (collectively, "Kinettix Property"). The Kinettix Property shall at all times remain the exclusive property of Kinettix, and nothing contained in this Agreement shall be considered an assignment of such.

6. Indemnification. 6.1 Vendor (the "Indemnifying Party") hereby agrees to save, protect, defend, indemnify, and hold Kinettix (the "Indemnified Party") and all of Kinettix's shareholders, directors, officers, employees, contractors, Clients, vendors, assigns, and/or agents, harmless from and against any and all third party claims, damages, injuries, liabilities, losses, awards, fines, judgments, penalties, and costs and expenses of any kind, including, without limitation, reasonable attorneys' fees and court costs (individually a "Claim" and collectively the "Claims"), arising out of, relating to, resulting from, or caused by (i) any act or omission of the Indemnifying Party or its shareholders, members, managers, officers, directors, employees, contractors, agents, and assigns; (ii) any breach of this Agreement by Indemnifying Party; and (iii) the violation of any applicable local, state, or federal law (of any applicable country, and any applicable international law), rule, or regulation by the Indemnifying Party or any of its shareholders, members, managers, officers, directors, employees, contractors, or agents.

7. Confidentiality. 7.1 During the term of this Agreement each Party may disclose (the "Disclosing Party") certain written and/or oral information to the other Party (the "Receiving Party"), which the Disclosing Party considers to be Confidential Information. For the purpose of this Agreement, "Confidential Information" shall include, but not be limited to, financial, business and/or accounting records, plans, and/or forecasts; Kinettix Property; any confidential and/or proprietary information of any third party or Kinettix Client, including, without limitation; personally-identifiable information ("PII"); employee or customer records and/or information; non-public information on products or service lines; and/or the terms of this Agreement. PII shall include, without limitation, any customer e-mail list provided by Kinettix or any Client thereof, as well as any IP address or other unique identifier. The term "Confidential Information" shall not include information that: (i) was rightfully in the possession of the Receiving Party, without obligation of secrecy, prior to the date of disclosure of such Confidential Information by the Disclosing Party to the Receiving Party; (ii) was publicly known on or prior to the date of disclosure to the Receiving Party; (iii) becomes publicly known, except by a breach of this Agreement by the Receiving Party; or (iv) is developed by or for the Receiving Party independent of the disclosures made under this Agreement.

7.2 The Receiving Party agrees that the Disclosing Party's Confidential Information will be used exclusively in connection with performance under or compliance with this Agreement and that it will not disclose the Disclosing Party's Confidential Information to any third party or third parties without the prior written consent of the Disclosing Party, which may be withheld in the Disclosing Party's sole and absolute discretion. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, contractors, and/or agents on a "need-to-know" basis in connection with performance under, or compliance with, this Agreement; provided that the Receiving Party informs such employees and/or agents of the confidentiality obligations contained herein. The Receiving Party shall be liable for any breach or violation of this Agreement by its employees, contractors, and agents.

7.3 The Parties acknowledge and agree that the Receiving Party is not granted and shall not receive any right, title, and interest in and/or to any of the Disclosing Party's Confidential Information and no such right, title or interest shall be inferred or implied. The Parties acknowledge and agree that in the event of a breach or a breach or anticipated breach of this Section, the non-breaching Party will suffer irreparable injury and damage, without an adequate remedy at law. Accordingly, the Parties agree that in the event of a breach or an anticipated breach of this Section the non-breaching Party shall be entitled, in addition to any and all other rights and remedies at law and/or in equity, to specific performance and injunctive relief (both temporary and permanent) without the posting of a bond and without objection from the Party in breach of this Section.

8. Insurance. 8.1 Vendor is required to obtain, maintain and hold in full force and effect during the term of this Agreement (including the initial term and all applicable renewal terms), the following minimum insurance coverages: (i) Workers compensation insurance (if required by the state, province, or country in which the work will be conducted); (ii) General liability insurance, insuring against bodily injury, property damage, contractors' protective products/completed operations and contractual liability (covering Vendor's indemnification obligations contained herein) with a combined single limit of not less than \$1,000,000 per occurrence and

\$2,000,000 in the aggregate;(iii)Professional liability and errors and omissions insurance in an amount not less than \$1,000,000 per claim and in the aggregate; and (iv)Umbrella liability of at least \$1,000,000 in excess of all other insurance policies.8.2Kinettix shall be an additional insured on all of Vendor's insurance policies required by this Agreement, and all such policies should be primary policies to, and non-contributing from, any similar insurance policies maintained by Kinettix. Vendor shall provide a certificate of insurance to Kinettix, upon request, evincing proof of such insurance policies.9.Non-competition; Non-solicitation.9.1During the term of this Agreement (including any applicable renewal terms), and for a period of two (2) years thereafter (the "Restrictive Period"), Vendor shall not, directly or indirectly, engage in the Business of Kinettix, or own, manage, operate, control, join, invest in, or participate in (as an officer, director, employee, partner, member, shareholder, consultant, manager, agent or organization) an entity which, at the time Vendor becomes involved or engaged with such entity, is a direct competitor of Kinettix. Notwithstanding the foregoing, Vendor's current call center assistance business (which does not include connecting clients with other third-party call center servicers), and all ordinary business dealings related thereto, shall not be deemed a violation of the restrictive covenants set forth in this Section 9.1. The geographic scope for the foregoing competition restriction shall be any geographic territory in which Kinettix is or was operating or providing services related to its Business during the term of this Agreement.9.2During the Restrictive Period, Vendor shall not, directly or indirectly:(i)solicit, accept any business of, contact or have any communication with any person or entity who is or was a Client of Kinettix during the term of this Agreement (including any applicable renewal terms), for the purpose of: (A) diverting or attempting to divert any business of such Client to Vendor or any competitor of Kinettix; or (B) otherwise interfering in any fashion with the Business and operations being conducted by Kinettix. (ii)solicit for employment or engagement or hire, employ or engage any then-current employee of Kinettix, or any individual who was employed or engaged by the Kinettix during the term of this Agreement (including any applicable renewal terms); provided that (Y) any general solicitation for employees (including through the use of employment agencies) not specifically directed at employees of Kinettix shall not be deemed a breach of this Section. 10.Limitations of Liability. 10.1Kinettix shall not be liable to Vendor for, and Vendor hereby waives and releases Kinettix from, any claim for any indirect, incidental, special, punitive, or consequential damages (including, without limitation, lost profits, lost business, lost revenues, and any cost of replacement services) resulting from the performance or failure to perform under this Agreement. 10.2NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND WITHOUT LIMITING THE GENERALITY OF SECTION 10.1, THE TOTAL AGGREGATE LIABILITY OF KINETTIX TO VENDOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANY FEES PAID BY KINETTIX TO VENDOR DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE ACTION OR OMISSION GIVING RISE TO SUCH CLAIM. 11.Miscellaneous.11.1Entire Agreement. This Agreement and any addendums, exhibits and/or attachments constitute the full and complete understanding of the Parties hereto with respect to the subject matter described herein, and supersedes all prior and contemporaneous written or oral agreements concerning the same. 11.2Survival. Sections 4, 5, 6, 7, 9, 10, 11, and 12 of this Agreement, as well as any other provisions or Sections necessary to interpret the respective rights and obligations of the Parties hereunder, shall survive the expiration or termination of this Agreement.11.3Modification. This Agreement shall not be modified, revised, altered or otherwise amended except in writing and signed by of both of the Parties. 11.4Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.11.5Assignment. Vendor may not assign this Agreement or any of its rights or obligations hereunder, without the prior express written consent of Kinettix. 11.6Binding Affect. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.11.7Independent Contractors. Vendor and Kinettix are independent contracting parties and nothing contained herein shall be deemed to make either Party the agent or legal representative of the other Party. Neither Party shall have any authority to act for or to bind the other Party in any respect. Vendor's personnel shall not be considered employees of Kinettix, and shall not be entitled to participate in, or receive benefits under, any of Kinettix's employee benefit or welfare plans. Vendor shall be solely responsible for providing any salary or other compensation or benefits to each of its employees, contractors, and other personnel and for any insurance and taxes, including health insurance, taxes, FICA, and other governmental levies on monies in connection therewith.11.8Notices. All notices required or permitted hereunder shall be in writing,

correctly addressed to the addresses listed herein, and shall be sufficiently delivered if delivered: (i) by hand delivery (in which case notice shall be effective upon delivery); (ii) by Federal Express, Express Mail, or other nationally recognized overnight courier service (in which case notice shall be effective one (1) business day following dispatch); and/or (iii) by registered or certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail).

11.9 Waivers. The failure of either Party to take action as a result of a breach of this Agreement or any other failure to perform by the other Party shall not constitute a waiver of the particular breach involved nor a waiver of either Party's right to enforce any or all provisions of this Agreement through any remedy granted by law or this Agreement.

11.10 Governing Law; Forum. (a) This Agreement shall be interpreted and construed in accordance with the laws of the United States of America, and specifically the state of Ohio, without giving effect to the principles of conflicts of law of those jurisdictions. (b) The Parties hereby submit to the exclusive personal jurisdiction and venue of an International Chamber of Commerce, in any action or suit by Vendor to collect any unpaid Fees due by Kinettix under this Agreement. (c) Vendor hereby submits to the personal jurisdiction and venue of the state and federal courts sitting in Hamilton County, Ohio, United States, or, at Kinettix's option, the venue of an International Chamber of Commerce, in any action or suit brought by Kinettix to enforce any of its rights or remedies under this Agreement.

11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile counterpart signatures to this Agreement shall be acceptable and binding.

12. Code of Conduct

What Kinettix expects of field resources:

a. Preparation - You are expected to thoroughly review all documentation pertaining to all assigned jobs, BEFORE arriving at job site. - You are expected to bring a printed copy of the Work Order, and job specific Scope/Script documentation. - Schedule adequate time to complete the job.

b. Dress and Grooming - Be properly groomed - Khakis or fitted jeans without holes or tears - Work shoes or boots - Shirt with a collar (golf or polo style) - Shirt should be tucked in - No shirts with logos - No shorts - No Flip Flops or Sandals - No tattered or torn or dirty or ill-fitting clothes or shoes.

c. Be Courteous - On Time arrival is required. - Pleasantries and greetings are expected, but additional conversation should be kept to a minimum.

d. What not to say to the End Client (in person or on the phone) - "I do not know what I am doing" - "This is the first time I have done this" - "I was just assigned this job and haven't had a chance to review the scope" - "I only have limited availability to complete this assignment" - "The documentation isn't clear" - "The tech onsite before me really messed things up, or didn't do a good job" - "The work area is dirty or is a mess" **** These are all things you should discuss with your Kinettix Project Coordinator (outside of the end client's listening range).

e. Things you should only discuss with your Project Coordinator (never within listening range of the end client) - Questions about the Scope - Approval for a Change Order or any other cost/payment related items (the end client cannot approve these items) - Anything derogatory about site conditions. - Anything that is recommended for future improvements. - Questions about removing equipment. Never remove equipment without approval from Kinettix Project Coordinator - Anything that could be identified as the cause of the current issue, or reason for the current project.

Check-in Options

Assignment ID: **6759154134**

Mobile site: log in to **workmarket.com/mobile** to check-in to your assignment

Status Codes:

- 1 - check in
- 2 - check out
- 3 - confirm this assignment

Print Badge

Use this badge to take with you and show on site for your assignment.



**Joey
Kelly**

KINETTIX
GLOBAL FIELD TECHS

On behalf of: **Kinettix**
Valid: 5/05/2023 10:00AM CDT
For: PJ-383-11745 : Installation of Network Protector
(6759154134)