



CHAIR

Code of Conduct for Independent Contractors





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A MESSAGE FROM THE COMPANY

CHAIR is a new service that matches great dental technicians interested in helping doctors with in office-chairside lab support, with US dentists which offer the patients this great service. CHAIR technicians are not representatives of any lab or company. They show up professional, prepared, and with no agenda other than to provide the doctor, their staff and the patient with a great experience.

By providing the highest quality services, we help technicians and customers reach their full potential and in turn have the opportunity to serve more patients and serve them well. Our success is rooted in the skill and commitment to innovative dental services throughout the country. To live up to this commitment, we rely on everyone associated with CHAIR, including independent contractors, to adhere to certain principles.

This Code provides you with an easy-to-follow guide to our expectations. Each of you is responsible for your actions, as well as ensuring, to the best of your ability, that those with whom you work, or subcontract, abide by this Code and all related regulations and service requirements. It is your responsibility to our doctors, their staff, the patients, our partners, and other members of dental community. The pages that follow are not intended to answer every question or address every situation that may arise, but they do offer important guidance for the work we do and information on where to go when you have questions or wish to report a concern.

We encourage you to read this Code of Conduct carefully, which align with our Core Values of commitment, accountability and ethics, ask questions, share ideas and provide feedback. At CHAIR, trust, transparency, and confidentiality are essential to our work and our relationships with the great customers we serve, the patients, our partners, and each other.

ABOUT THIS CODE OF CONDUCT & YOUR RESPONSIBILITIES

CHAIR has chosen to contract with you to provide services directly to the customers we serve. As part of your contract, CHAIR expects you to follow applicable laws, rules and regulations and this Code of Conduct in performing your responsibilities. It is essential that you take time to read and understand this Code so you can:

- Lead by example by conducting yourself in a professional, respectful, courteous manner that fosters civility, kindness and acceptance towards the customer, their staff and the patient
- Render contracted services in a manner that is consistent with Company values and principles
- Know and follow ethical business practices
- Understand your responsibilities and contractual obligations to the individuals to whom we provide services
- Know when and how to bring to the Company's attention possible violations of this Code or questions about it
- Acknowledge that you have received and read this Code

In addition to this Code, there may also be other documents you will need to refer to and rely on when providing services under your agreement with the Company. For example, there may be a written agreement with the Company, state and federal regulations or standards related to the work that you do, and expectations that the Company has based on its contractual agreement with you. It is your responsibility to be familiar with all of the standards that govern the services you provide to, or under agreement with, CHAIR.

To whom does this Code apply?

This Code applies to anyone who provides contractual services to CHAIR and/or the individuals served by CHAIR and is not an employee of the Company. This includes, for example, vendors, contractors, subcontractors or independent contractors of CHAIR.

How do WE acknowledge that WE read the Code?

As a condition of your agreement with CHAIR to provide products or services, you are expected to read this Code, acknowledge that you have received and read this Code by signing an acknowledgment form, and agree to abide by its provisions. In addition, to be eligible to continue contracting with the Company, from time to time, you may be asked to participate in a compliance awareness refresher.

How will WE know if changes are made to the Code?

Updates to this document will be circulated in the manner the Company deems to be most timely and effective for the specific circumstances, and a new acknowledgement may be required at that time.

What happens if WE violate the Code?

Suspected violations of this Code or any provisions of your agreement with the Company will be reviewed and addressed as appropriate. When a violation of the Code or your agreement has been identified, it may constitute a material breach of your agreement with the Company. This may lead to termination of your contract, recoupment of payments made to you, and/or referral for criminal prosecution or civil action if appropriate.

COMMITMENT



to pursuing the mission of CHAIR in accordance with the Company's values and Code of Conduct

ABIDE BY APPLICABLE LAWS, REGULATIONS, AND CONTRACTUAL REQUIREMENTS

It is your responsibility to ensure that you follow the laws and regulations that apply to the services that you provide to, or under agreement with, CHAIR. In addition, the practice with which you contract may have additional requirements by outside referral agencies, contracting agencies, accrediting bodies, or payors. It is a requirement of your agreement with the Company to be familiar with these requirements and to follow them. You may also be responsible to file accurate and timely reports, documentation, invoices and other documents as required by your agreement.

RECORD KEEPING

From time to time there may be an audit or inquiry by the Company, or a payor or licensing agency, of your records. It is expected that you will cooperate with any reasonable demand made in connection with an audit or inquiry. The Company reserves the right to discontinue its relationship with any contractor who refuses to provide requested information or provides false information to the Company or any government agency.

REFERRALS

The Company expects that you will not accept, offer or participate in any fraud, kickbacks, bribes or other arrangements designed to induce referrals or business.

LEGAL INQUIRIES

If you receive an inquiry, subpoena or other legal document regarding services you provide to the Company or the individuals it serves, please immediately notify the Company so that we can ensure that appropriate confidentiality and other considerations are met.

CREDENTIALS, LICENSING, AND INSURANCE

If your agreement with CHAIR requires that you have a particular credential or license, it is up to you to maintain that credential and/or license, and you must inform the Company contact immediately if your credential or license becomes encumbered or restricted or is not renewed or maintained. When a required credential or license is renewed, you should provide a copy to the Company. Contractors are responsible for ensuring that they are assigned to perform services under the contract with CHAIR are in compliance with applicable federal and state employment and immigration laws and licensing requirements, and obtain and maintain all appropriate insurances (e.g., liability, workers' compensation, etc.) for their workforces.

BACKGROUND CHECKS

Prior to delegating work to an affiliate or entering into an agreement with any subcontractor, the Company reserves the right to conduct a background check to ensure that the individual performing the contracted-for services has the appropriate credentials. We also confirm that the individual is not precluded from providing services to CHAIR as a result of, for example, a disqualifying criminal record.

MAINTAIN CONFIDENTIALITY

You are likely to be provided with confidential, private and/or health information about CHAIR and/or the customers and the patients served by CHAIR. (In this Code we are collectively referring to all of this as “Confidential Information.”) There are many laws and regulations, including state laws and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), that protect the privacy of this information. It is your responsibility to understand and follow these requirements and report any improper disclosure to your company or program contact immediately. As with any issue under this Code or your agreement with the Company, you should talk to the Company if you have any questions or concerns about the disclosure of Confidential Information.

The following are some of the requirements you must follow regarding confidentiality in your relationship with CHAIR:

- You must not disclose or use Confidential Information for any purpose other than to provide services to or under agreement with CHAIR. This means that you should not share Confidential Information you receive about CHAIR with anyone outside the Company.
- Information regarding individuals receiving services from CHAIR is confidential and may be shared only in accordance with appropriate and specific authorization.
- You should take care not to discuss Confidential Information about the customers or the patients we serve in public or in areas where others can overhear.
- You should not speak on behalf of CHAIR in any public forum (including Internet blogs and chat forums) or to any media outlet. This does not limit your ability to speak publicly using only your name on issues related to yourself and the work you do.
- Any written Confidential Information should be maintained appropriately and not visible to anyone without a right (i.e. appropriate and specific release) to know the information.
- You should not post on the Internet (including any social networking site) any names or photographs/ videos of individuals to whom you provide services on our behalf without specific written authorization from the individual or his/her guardian.
- You should password-protect any electronic documents containing Confidential Information that you store on or access from your computer. Inappropriate disclosure of Confidential Information could lead to termination of your contract with CHAIR, as well as possible legal action. If there is an unauthorized disclosure of Confidential Information, you should immediately inform your company or program contact.
- Contractor is prohibited from disclosing the Company’s affiliations, physical location and address, contact information of the Company, and/or services that they offer.
- Conflict of interest is strictly prohibited, and there is no cross selling, lateral or horizontal soliciting of any product, of any kind.

ACCOUNTABILITY



to deliver on our commitments as individuals

PROVIDE QUALITY SERVICES

CHAIR is committed to providing quality services and expects contractors providing services under agreement with the Company to meet our expectation that every customer and the patients we serve, regardless of age, complexity of condition, service type, or setting in which the services are provided, can expect:

- Services that reflect the customer's preferences, goals and unique needs and that maximize opportunities for success
- Assistance in coordinating services to optimize the ability to prosper in a clinical setting
- Safety and security at all clinical and customer facilities
- Support to exercise rights, make informed choices, and to accept personal responsibility
- Meaningful work by providing productive, efficient, quality chairside service
- To be treated with respect and dignity at all times
- Upon request, be ready and willing to participate in training or teaching events with the staff on the protocols we support.

MAINTAIN A SAFE AND HEALTHY ENVIRONMENT

CHAIR expects its contractors to provide a safe and healthy environment for the customers and the patients that we serve. Safety is everybody's business. Common sense safety practices must always be observed. Everyone is responsible for knowing and obeying the Company's safety rules, regulations and procedures pertaining to their job. Every contractor is responsible for his or her own safety as well as for others. Safety must be a primary concern in every aspect of planning and performing all CHAIR services. We want to protect our customers, their staff and patients against preventable injury or illness to the greatest extent possible.

DRUGS AND ALCOHOL

Alcohol and drug abuse pose a threat to the health and safety of contractors, customers, customers' staff and patients, and to the security of our equipment and other clinical facilities. For these reasons, CHAIR is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

You should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit you from the lawful use and possession of prescribed medications. You must, however, consult with your doctor about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to the Company. The use, sale, or possession of illegal drugs or alcohol will provide CHAIR services or during Company time is prohibited.

PERSONAL APPEARANCE, SAFETY AND HYGIENE

Contractors are asked to use good taste and to remember that they represent CHAIR. Personal appearance is a factor that can help achieve a good impression on our customers, their staff and the patient.

All contractors are required to practice good personal hygiene. Uniformed scrubs are to be purchased from the Company, and are the mandatory uniform when providing services. Scrubs must be clean, and are required to be thoroughly washed after each service. All footwear must clean, have a closed toe and be firmly affixed to one's foot. Shoes must be stable, and practical in a clinical setting.

You must follow all federal, state, and office PPE guidelines and protocols.



in everything we do

AVOID AND DISCLOSE POTENTIAL CONFLICTS OF INTEREST

You should avoid any actions that may involve, or may appear to involve, a conflict of interest with the products or services you provide to or under agreement with the Company. You should disclose to the Company any situation where a conflict of interest may arise.

A conflict of interest may arise when you or someone you associate with in your independent business:

- Allow private interests, whether personal, financial or of any other sort, to conflict or appear to conflict with your professional responsibilities. You must not, for example, have a financial, romantic, sexual or other inappropriate personal relationship with an individual served by the Company.
- Are a party to any other arrangement or circumstances, including family or other personal relationships, which might appear to or influence your behavior. For example, if you are providing services in a private clinical practice to an individual that you also provide services to under your agreement with the Company, this could present a conflict.
- Solicit or offer to provide services yourself or through your family member to an individual you provide services to under your agreement with the Company. For example, you should not refer someone you provide services to under your agreement with the Company for services with yourself or a family member outside of the Company.

Potential conflicts can usually be resolved by using good judgment. You are encouraged to seek clarification of, and discuss questions about, potential conflicts by talking to the Company.

GIFTS AND GRATUITIES

It is CHAIR's position that neither we nor anyone with whom we do business gives, solicits or receives gifts or gratuities which are or appear to be in exchange for personal or professional advantage or gain. Reasonable small tokens from or to a third party may be acceptable, provided that they do not place you or the other party under any obligation, are not frequent, and would not be misconstrued by a reasonable person as a bribe. Moreover, during a time when you or your company is being considered for renewal or change to your agreement to provide services to CHAIR, any gift to an employee of CHAIR would be considered inappropriate. Business gratuities, where you invite an employee of CHAIR to join you at a non-work-related event, are acceptable so long as they are infrequent and otherwise don't place our employee under any obligation to you or your company.

DECISION TEST

The following questions provide a good guideline for those in doubt about a specific course of conduct:

1. Will my actions be ethical in every respect?
2. Will my actions fully comply with the law and my agreement with CHAIR?
3. Will my actions be questioned by my peers, family or the general public?
4. How would I feel if my actions were reported in the newspaper?
5. How would I feel if someone else acted in the same way?
6. Will my actions appear to be proper?
7. Will my actions be seen as fair?

GENERAL RULES



- **Solicitation:** CHAIR prohibits the solicitation, distribution and posting of materials unrelated, or in competition with, the Company on or at customers' property, or during service, by any independent contractor or employee.
- **Anti-Violence:** All contractors, employees, customers, vendors and business associates must always be treated with courtesy and respect. You are expected to refrain from conduct that may be dangerous, violent or harmful to others. Conduct that threatens, intimidates or coerces will also not be tolerated. Anyone found to be responsible for threats of or actual violence will be subject to disciplinary action, including termination of contract.
- **Anti-Weapons:** No guns or firearms will be allowed on customer premises except those who possess a concealed carry permit and leave their locked firearms in their personal vehicle. This policy prohibits weapons inside CHAIR's customers' buildings, in Company automobiles, or at Company sponsored events, unless otherwise permitted by law.
- **Anti-Harassment:** CHAIR is committed to providing an appropriate and productive work environment and does not tolerate any form of harassment based on a person's age, race, color, religion, national origin, citizenship, veteran's status, disability, genetic information, sex, pregnancy, sexual orientation, gender identity, marital status, or any other characteristics protected by applicable law.
- **Anti-Bullying:** the Company defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the Company Code of Ethics, which clearly states that all employees, customers, staff, patients, etc. will be treated with dignity and respect.
- **Sexual Harassment Prevention:** Sexual harassment is a form of harassment that is important to understand and address to assure an appropriate work environment. The Company prohibits sexual harassment in any form. Sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment." whether it be a customer, staff, patient, or any person while representing CHAIR.
- **Retaliation:** The Company will not tolerate retaliation against anyone for making a good faith complaint of discrimination, harassment, cooperating in an investigation of discrimination or harassment, or appearing as witness. The Company will not tolerate retaliation against anyone for making a good faith complaint of harmful, discriminatory, unethical behavior. Retaliation itself is a serious violation.
- **Inventions and Patents:** Contractors must treat dental related ideas associated with CHAIR as belonging solely and exclusively to the Company and fully and promptly disclose and assign to the Company without additional compensation, all ideas, discoveries, inventions, contributions, and improvements, whether patentable or not, which in any way relate to the Company's business or interests or result from tasks assigned to the contractor by the Company, and that, while under contract, are made, conceived, or reduced to practice by the contractor, alone or with others, during or after usual working hours, either on or off the contractor's assignment.

GENERAL RULES



- **Attendance Policy:** You are contracted to perform an important function and represent CHAIR. As with any group effort, it takes cooperation and commitment from everyone to operate effectively. Your attendance and punctuality are very important to our mutual success of the service we are providing, and respect to the customer, their staff and the patient. Tardiness, calling off or no call/ no show to a scheduled service will not be tolerated and is cause for disciplinary action up to and including termination of contract. You are expected to be present, ready and prepared the scheduled service at least 15 minutes before scheduled arrival time.
- **Social Media:** You may not post financial, confidential, sensitive or proprietary information about the Company, clients, employees or applicants. You may not post obscenities, slurs or personal attacks that can damage the reputation of the Company, clients, staff, employees or patients. When posting on social media sites, you must use the following disclaimer when discussing job-related matters, “The opinions expressed on this site are my own and do not necessarily represent the views of CHAIR.” and must be approved by the Company.
- **Performance:** You must always put forth their best effort. You are expected to meet CHAIR’s established standards of quality, efficiency, productivity, and performance. You will not restrict production of themselves or others. You may not leave the assigned service location during service hours without advance permission from the customer or the Company.
- **Behavior Towards Others:** Insubordination is prohibited. Insubordination includes the failure or refusal to obey the orders or instructions of the customer, their staff or the Company. The use of abusive or threatening language toward such individuals, or any conduct that undermines supervisory authority will not be tolerated. Do not threaten, intimidate, coerce, provoke, interfere, or fight with employees of the Company, customers, their staff, patients, visitors, or suppliers at any time. Do not make false or malicious statements about the Company, customers, their staff, patients, visitors, or suppliers at any time. The use of profane or abusive language is not permitted in any situation.
- **Property of Others:** You must not abuse, misuse, damage, destroy, sabotage, or steal Company property, machines, tools, equipment, or the property customers, suppliers, patients, visitors or other employees. The use of Company equipment or tools for personal purposes is prohibited.
- **Honesty:** You will not falsify or fail to disclose completely all information requested or recorded on any contract, personnel, production, or other record of the Company or its suppliers, or customers. Contractors must not use their position to extract any improper advantage from any supplier or customer of the Company.
- **Condition of Customer Premises:** If provided a break to eat, at the customer’s discretion, you must do so in designated lunchroom provided by the customer and clean up after yourself when finished. Please make every effort to keep the every facility, or room, neat, clean and orderly. Do not create, or contribute to, unsanitary conditions on customer’s premises; do not litter. Please always keep work areas safe and clean. Do not engage in any unsafe work practices. If in doubt, ASK!
- **Communication and Conversations:** Communication should be kept professional and a minimal decibel level. Contractor, customer, their staff or patient fraternizing is strictly prohibited. Social discussions should be kept professional and limited in length as not to distract others of their duties, while also avoiding personal, non-work related conversations.