

**TELEPHONE COMPANY  
ENGAGEMENT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Telephone Company ("TC"), and \_\_\_\_\_ (hereinafter referred to as "Customer").

**BOTH PARTIES AGREE TO THE FOLLOWING**

1. TC shall provide its services whereby the Services Includes.
  - Audit of all Customers' telecommunications related invoices.
  - Mediate and negotiate as reasonably necessary with Customer's telecommunications carriers/vendors to attempt to obtain, on behalf of Customer, pricing reductions from such telecommunications carriers/vendors.
  - Recover historic overcharges billed to the Customer.
  - The term of this agreement shall be for 12 months. In the event recovery exceeds twelve months, this agreement will be renewed for additional 12-month periods until the recovery and/or reduction process is complete.
  
2. It must be made clear that a great deal of time and research at our expense is provided in the investigative audit process to identify potential reductions. To protect TC and to insure the sincerity of the Customer, the Customer may terminate this Agreement if TC has committed a material breach of TC's obligations under the terms of this contract. If this Agreement is terminated by the Customer for any reason other than for a material breach by TC, TC is entitled to invoice Customer, and Customer is required to promptly pay to TC an amount equal to the amount due to TC for all reductions and refunds that TTC has identified and Services it has provided prior to such termination.

**AUDITING SERVICE FEES:**

3. Under this Agreement, Customer shall pay to TC 50% of the first six months billing reductions and 50% of historical overcharges refunded as identified by TC and realized by the Customer. Customer agrees to make full payment to TC within ten (10) days of Customer's receipt of all applicable reductions and refunds from the carrier, which caused the reductions and/or violations identified by TC. If Customer fails to pay TC in a timely manner, Customer shall be responsible for paying all of TC's costs and expenses (including attorney fees) incurred in collecting such debt and interest shall accrue on the past due amounts at a lawful rate.

**GENERAL:**

4. Withholding by Customer of any information requested by TC which is reasonably related to the Services will be considered a material breach of this Agreement and Customer shall promptly surrender to TC all historic refunds and prospective savings identified or caused by TC to " TC ".

**5. CONFIDENTIALITY – It is understood that all information provided to the Customer by TC and to TC from Customer is highly confidential. Under no circumstance can TC or the Customer share this privileged information with any outside party without prior written consent. By signing this agreement, the Customer and TC agree to comply; failure to do so will result in legal action in the courts of Wisconsin. The Customer and TC further agree that all expenses incurred will be the responsibility of the offending party.**

**TELEPHONE COMPANY:  
120 W Jefferson St.  
Waupun, WI 53963**

**CUSTOMER:**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**(Authorized Signature)**

**Name: \_\_\_\_\_  
(Print)**

**Name: \_\_\_\_\_  
(Print)**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Address: \_\_\_\_\_**

\_\_\_\_\_

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