

## Telemarketing Terms And Conditions

1. Telemarketing Services. PB, at its discretion, may request COMPANY from time to time during the term of this Agreement to perform telemarketing services ("Telemarketing Services") in connection with certain products and services offered by PB (a "Telemarketing Project"). Each Telemarketing Project shall be described in an Ordering Document. COMPANY agrees to perform and complete each Telemarketing Project in accordance with the terms and conditions of the Agreement.

2. Telemarketing Guide. PB may provide, and COMPANY shall follow, a written call guide, which will include an introductory segment, probing questions and objection sheets ("Call Guide") for each Telemarketing Project. COMPANY will advise PB if a Call Guide does not meet all applicable state, federal, provincial and national regulations including, but not limited to, Telephone Consumer Protection Act and Federal Trade Commission regulations.

3. Telemarketing Prospects. PB will provide to COMPANY a list of names and related materials ("Telemarketing Prospect List") for use by COMPANY in performing and completing each Telemarketing Project. Such Telemarketing Prospect List will be deemed PB's Confidential Information and shall at all times be maintained at the COMPANY location identified in the applicable Ordering Document. Telemarketing Prospect Lists will be returned to PB upon request and no later than thirty (30) days after expiration or termination of the applicable Ordering Document or the Agreement. COMPANY will pass back to PB regularly any contacts that specifically request to be added to a "do not call list" and/or the mobile phone "do not call lists."

4. PB Responsibilities. PB retains sole responsibility for customer satisfaction and compliance with all applicable state, federal, provincial and national laws and regulations regarding all products or services provided to PB customers by PB in connection with any Telemarketing Project. PB agrees that if it is aware of any customers or prospective customers who do not wish to be solicited, it will exclude such customers or prospective customers from the Telemarketing Prospect List. If PB provides any personal or private information of a customer or prospective customer to COMPANY for use with a Telemarketing Project, PB represents that it has the authority to do so and that such information is provided in compliance with applicable law.

5. COMPANY Responsibilities. COMPANY agrees that: (i) COMPANY will fairly represent its relationship with PB; (ii) PB shall have the right to approve written materials pertaining to PB that COMPANY uses in telemarketing solicitations; (iii) COMPANY shall provide a capability for an operations manager of PB to monitor calls at random; (iv) COMPANY is solely responsible for its own costs and expenses of performance hereunder except as otherwise set forth in the applicable Ordering Document; (v) COMPANY shall conduct business in a manner that reflects favorably at all times on the reputation of PB, including, but not limited to, making no false, deceptive or misleading representations with regard to PB; (vi) COMPANY will confirm all agreements with customers by tape verification in accordance with applicable state, federal, provincial and national laws ("Tape with Electronic Recording"); (vii) such Tapes with Electronic Recording shall be audible; and (viii) all Tapes with Electronic Recording will be kept by COMPANY for a period of twelve (12) months. At the end of every twelve (12) months, the Tapes with Electronic Recording will be transferred electronically to PB through a mutually agreed technology and format (such as SFTP or .WAVE); and in addition to the Tapes with Electronic Recording, COMPANY shall provide PB with a database of callers with the name of the agent, the name of the caller, the date and time of each call. At the end of each such twelve (12) month period, COMPANY will inform PB, in writing, that the Tapes with Electronic Recording are available. The Parties shall work together to transfer the Tapes of Electronic Recording to PB. The Parties shall complete the transfer within five (5) business days. Notwithstanding anything to the contrary herein, COMPANY will not erase the Tapes of Electronic Recording before having received confirmation from PB that the transferred Tapes with Electronic Recording are in possession of PB and that they are functional and available by the name of the agent, by date and by call time. Upon request, for any Tapes of Electronic Recording that have not been transferred to PB, COMPANY shall provide copies of any requested Tapes of Electronic Recording to PB within one (1) business day of PB's request. If COMPANY fails to provide copies of such Tapes of Electronic Recording or fails to comply with subsections (vi), (vii) and/or (viii), COMPANY shall pay to PB \$500 for each customer agreement for which a Tape of Electronic Recording is not obtained and/or not maintained in accordance with these subsections in addition to any other remedies PB may have hereunder. The parties agree and acknowledge that such payment(s) shall be deemed liquidated damages and not a penalty.

6. PB Policies. COMPANY shall comply with all the policies and procedures which PB provides to COMPANY, including, but not limited to, policies regarding daily back up of data.

7. Compliance. COMPANY shall comply with all applicable (i) professional and trade association codes of ethics and standards of practice; and (ii) state, federal, provincial and national laws, ordinances, rules, regulations and codes (collectively, "Requirements of Law"). This shall include, but not limited to, (i) the Telephone Consumer Protection Act of 1991 (ii) The Telephone Sales Rule; (iii) The Ethical Guidelines for Telemarketers as published by the Direct Marketing Association ("DMA"); (iv) the Personal Information Protection and Electronic Documents Act; (v) Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM"); (vi) all Canadian Radio-Television Commission "do not call" rules and regulations as may be issued from time to time; and (vii) all applicable labor and employment laws. COMPANY agrees to subscribe to each of the applicable state, federal, provincial and national do not call lists, the DMA's Telephone Preference list and any applicable cellular/wireless telephone number lists. COMPANY further agrees that it will not call any numbers which may be provided by PB which are contained on any state, federal, provincial, national, DMA and/or cellular/wireless list. COMPANY shall provide to PB, in a mutually agreed upon frequency, but no less than one time per month, and in a mutually agreed upon format, the name of any party who notifies COMPANY that such party does not wish to be solicited by PB.

8. Service Level Standards. COMPANY agrees to perform the Telemarketing Services in a workmanlike and professional manner consistent with the highest industry standards as set forth by the DMA, the American Teleservices Association and the American Telemarketing Association. COMPANY further agrees to train and test all Personnel performing Telemarketing Services for PB in accordance with the training and testing materials provided by PB.

9. Licenses. COMPANY shall obtain any applicable state, federal, provincial, national or association licenses (such as, but not limited to, insurance agents' or securities brokers' licenses) and all applicable foreign licenses required to provide the Telemarketing Services under the Agreement and to be authorized to do business in the country where the Telemarketing Services will be performed.

10. On-Site Reviews and Audit Rights. Upon reasonable advance written notice to COMPANY, PB shall have the right to visit COMPANY's facilities and monitor telephone calls to verify that the Telemarketing Services are being provided in accordance with the foregoing standards. COMPANY further agrees to provide PB with the opportunity to monitor COMPANY's calls from PB's locations live without requiring PB to provide notice to COMPANY of such monitoring ("blind monitoring"). The parties will mutually agree upon the appropriate hardware and/or software which will permit PB such "blind monitoring" capabilities. During the term of the Agreement and for two (2) years thereafter, COMPANY shall maintain books, records and/or tapes with respect to the creation and/or maintenance of the Tapes with Electronic Recording hereunder. PB or its designee shall have the right, at any time upon reasonable advance, written notice during normal business hours during term hereof and for two (2) years thereafter to examine COMPANY's books, records and/or tapes that relate to the Agreement so as to ensure compliance hereunder.

11. Complaint Resolution. Upon receipt by COMPANY of notice of any customer or prospective customer complaint relating to the Telemarketing Services, COMPANY will so advise PB within one (1) business day. PB will in its sole discretion determine the appropriate resolution to the complaint.

12. Telemarketing Personnel. At COMPANY's sole cost and expense, COMPANY will hire, employ, train and manage all Personnel necessary to complete each Telemarketing Project. COMPANY shall also train COMPANY's Personnel in connection with Requirements of Law in providing the Telemarketing Services hereunder and shall provide PB with copies of such training materials. COMPANY shall perform commercially reasonable "silent monitoring" of telephone calls made by telemarketing representatives to ensure the (i) accuracy and authenticity of the number of calls made, (ii) the information provided to persons contacted and (iii)

adherence to Requirements of Law. PB shall be assigned certain of COMPANY's Personnel as its PB services representative(s) ("PB's CSR's"). All of PB's CSR's shall be employed at COMPANY's locations identified in the applicable Ordering Document.

13. Telemarketing Facilities and Equipment. At COMPANY's sole cost and expense, COMPANY will provide and maintain all facilities and equipment, including without limitation telephone communication facilities and equipment and technology to permit "blind monitoring" and "silent monitoring" by PB, to complete each Telemarketing Project. All such equipment shall be maintained solely at COMPANY's locations identified in the applicable Ordering Document.

14. Records. If a Telemarketing Project is provided on a time and material basis, then

- (a) COMPANY agrees to prepare and maintain full, accurate, and complete records of each Telemarketing Project, which records shall include but not be limited to the number and type of telephone calls completed for each Telemarketing Project, the number and type of sales made for each Telemarketing Project, and the number of Telemarketing Service Hours expended to complete each Telemarketing Project. A "Telemarketing Service Hour" is sixty (60) minutes of actual time spent by Personnel logged into the telephone system utilizing his or her best efforts to contact and generate customer agreements from each of the persons listed on the Telemarketing Prospect List.
- (b) COMPANY agrees to submit to PB, written reports as outlined by PB, on a daily, weekly, monthly and annual basis, in format to be mutually agreed upon by PB and COMPANY, setting forth the number of telephone calls completed, the number of Telemarketing Service Hours expended to complete the telephone calls, the number of rentals, accounts and/or leases generated as a result of the telephone calls and any other statistical information reasonably requested by PB.
- (c) For each Telemarketing Project, COMPANY agrees to continue to use its best efforts to contact and generate customer agreements of PB's products and services to each of the persons listed on the Telemarketing Prospect List until the number of telemarketing hours designated by PB have been completed or a list penetration percentage designated by PB has been reached.

15. Surviving Sections. The terms and conditions of these Telemarketing Terms and Conditions that by their context or nature are intended to survive after the termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

