

Call Center Profile Form

Complete all information and return via email to info@twgcalls.com

Company Name

(Name used during greeting)

Distributor _____ Retailer # _____

Account Manager _____

Primary Address

STREET ADDRESS _____ SUITE _____ CITY _____ ST _____ ZIP _____

Location #2

STREET ADDRESS _____ SUITE _____ CITY _____ ST _____ ZIP _____

Location #3

STREET ADDRESS _____ SUITE _____ CITY _____ ST _____ ZIP _____

Primary Contact

Cell Phone _____ Title _____

Contact Email _____ Office Ph. _____

Days Open _____ Website _____

Hours _____

Products Sold (List the products we will be selling for you)

Product _____ OE Login _____ Password _____

Product _____ OE Login _____ Password _____

Product _____ OE Login _____ Password _____

Additional Products

(Requests for these products will be forwarded to you.)

Special Instructions

(Special handling requests and information about your business.)

Will TWG be performing callbacks on your behalf? Yes No

Will TWG be making retention calls on your behalf? Yes No

Sales

Contact _____ Title _____

Phone _____ Cell Phone _____

Email _____

Technical Support

Contact _____ Title _____

Phone _____ Cell Phone _____

Email _____

Escalations

Contact _____ Title _____

Phone _____ Cell Phone _____

Email _____



CALL CENTER AGREEMENT

This Services Agreement (“Agreement”) is made and entered into effective as of date _____, by and between TWG Calls LLP, a Texas Limited Liability company with offices at 1512 Bruce Way, Seagoville, TX 75159 (“TWG Calls”), and Client, _____, with offices at _____. TWG Calls and Client, in care referred to individually herein as a “Party” and collectively as “Parties.”

RECITALS

A. TWG Calls maintains a Call Center that receives telephone sales calls referred by various sales organizations, generally on an overflow (“Overflow”) basis. Overflow describes the activity of sending sales or customer service calls to another call center when the volume of calls exceeds the service capacity of the referring sales organization, and;

B. Client, is a sales organization that needs call center services from time to time, and;

C. The Parties wish to establish a business relationship whereby Client, refers sales calls to TWG Calls for its service, subject to the terms and conditions of this agreement.

1. During the term of this Agreement Client, will refer telephone calls to TWG Calls and TWG Calls will provide to Client during the term of this Agreement Provided Services as set forth on Attachment “A” hereto and any other services as may from time to time be mutually agreed to by the parties in writing.

The Client is responsible for forwarding calls to TWG Calls to numbers provided by TWG Calls. TWG Calls will train their employees, subcontractors, and/or agents for basic customer service situations; Client may provide additional training and/or talking points as needed at their own expense. The additional training must be requested by Client in a written notice to TWG in a reasonable time before such training is deemed necessary by Client.

2. Nothing herein is intended nor shall be construed as creating any exclusive arrangement. This Agreement shall not restrict either party from acquiring similar services from other entities and sources.

3. The Term of this Agreement shall commence on the date hereof and shall continue for one (1) year, subject to automatic renewals of the Term for successive one-year periods, unless either party terminates this Agreement by giving the other party written notice of said termination at least seven (7) days prior or current billing cycle to any desired termination date. The Term may also be terminated by either party (a) in the event of a material default hereunder by the other party, which default is not cured within ten (10) days after notice of the default is given by the party seeking to terminate the term and (b) by either party immediately upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings, upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business. Upon termination, each party shall remain liable for any amounts due or accrued as of the effective date of termination of the term, and for any and all covenants contained herein.

4. Each party acknowledges that during the Term, it shall have access to the confidential information and trade secrets of the other, consisting of, but not limited to, customer lists and information concerning each other's methods of operations, regulatory status, attorney lists, systems, products, customer lists, agent lists, membership information and other such proprietary business information. For purposes of this Agreement, "confidential information" means any

confidential or other proprietary information disclosed by one party to the other under this Agreement, except information that (a) is public knowledge at the time of disclosure, (b) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the receiving party.

5. During the term of this Agreement and for a period of two years following the termination of this Agreement for any reason, within the geographical region of the United States of America and its territories, the receiving party shall (a) not disclose the confidential information to any third party, (b) not use the confidential information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, and (d) notify the disclosing party of any unauthorized disclosure or use of the confidential information. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other party all copies of the confidential information received from such other party. Each party acknowledges that breach of the covenants contained herein will cause irreparable harm to the disclosing party entitling the disclosing party to injunctive relief, among other remedies, against any breach or threatened breach, without waiving or affecting any claim for damages or other relief.

6. The parties declare that the territorial and time limitations as stated herein, are reasonable and properly required for the adequate protection of each party's business. In the event that any of the territorial or time limitations are deemed to be unreasonable by a court of competent jurisdiction, then all parties agree and submit to the reduction of either the territorial or time limitation as the court deems reasonable.

7. Each party (the Indemnifying Party) shall indemnify the other party(s) and its directors, officers, agents, employees, contractors, affiliates, or subsidiaries (collectively referred to as "Indemnified Parties") and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including reasonable attorney's fees) incurred by the Indemnified Parties in connection with: (a) any breach by the Indemnifying Party of any warranty, covenant or obligation under this Agreement of any product or service provided by the Indemnifying party. Upon appropriate notice, the Indemnifying party shall defend, at its expense, any claim brought against one or more of the Indemnified Parties based on or arising out of one or more of the provisions contained herein. Further, TWG Calls is only responsible for the actions of the employees it retains and is in no way liable for any actions or omissions committed by employees, subcontractors, or independent contractors of Client.

8. Ownership of Confidential Information. Client agrees all call information, including but not limited to the information transmitted during the call between a potential or current customer and TWG Calls, shall remain the property of TWG Calls, and that TWG Calls may use such call information for any purpose without notice to Client. Nothing contained herein shall be construed as granting or implying any transfer of rights to Client as respect to the call information, or any patents or other intellectual property protecting or relating to the call information. Client will have access to all call information for one hundred and eighty (180) days from the date of the initial call, such access may be subject to the charges as established by TWG Calls from time to time, and may use such information for any purpose within the one hundred and eighty (180) days. At the end of each one hundred and eighty (180) day period, Client shall return the call information to TWG Calls unless TWG Calls requests that such data be destroyed. This provision shall also apply to all call information that is in the possession of subcontractors or agents of Client. Client shall complete such return or destruction not less than thirty (30) days after the expiration of the initial one hundred and eighty (180) day period. Within such thirty (30) day

period, Client shall certify in writing to TWG Calls that such return or destruction has been completed. For purposes in this section, “call information” includes, but it not limited to, all information exchanged during the commission of a call that TWG intercepts for a Client. In the event that a Client or TWG Calls terminates this Agreement, TWG Calls retains ownership in all call information that TWG Calls has received on behalf of Client from the inception of the Agreement until the date of termination.

9. Each Party hereby represents and warrants to the other Party that (a) it has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, (b) all necessary consents, approvals and authorizations of all persons and entities required to be obtained by such Party in connection with execution, delivery and performance of this Agreement have been obtained, and (c) execution and delivery of this Agreement, and the performance of such Party’s obligations hereunder do not and will not conflict with, violate or breach or constitute a default or require any consent under, any contractual obligation of such Party.

10. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE PARTIES DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. This Agreement will be interpreted and governed by the laws of the State of Texas without reference to conflict of laws principles.

12. In the event a dispute shall arise between the parties to this Agreement the parties agree to participation of at least four hours of mediation in accordance with the mediation procedure of the United State Arbitration & Mediation. The parties agree to share equally in the cost of the mediation. A local USA&M office to be designated by USA&M National Headquarters shall administer the mediation.

13. In the event a dispute shall arise between the parties to this Agreement and mediation proves unsuccessful, it is hereby agreed that the dispute shall be referred to a USA&M office to be designated by USA&M National Headquarters for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

14. The relationship of TWG Calls and Client, established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to constitute the parties as partners, joint ventures, co-owners, employer/employee, or otherwise as participants in a joint or TWG Calls undertaking.

15. No amendment or modification to this Agreement, nor waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right under this Agreement or any subsequent breach or default.

16. Neither Party may assign all or any portion of this Agreement without the prior written consent of the other Party, and any assignment without such consent shall be void. Notwithstanding the foregoing, TWG Calls may assign all or any portion of this Agreement to its Affiliates or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors and administrators.

17. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

18. All notices required or permitted under this Agreement will be in writing to the addresses first set forth above and will be deemed given when: (a) delivered personally; (b) sent by registered or certified mail, return receipt requested, postage prepaid or (c) sent via a commercial overnight carrier, with written verification of receipt. All such notices shall be effective upon receipt. With respect to TWG Calls, notice shall be given to address given above.

In witness whereof, the Parties to this Agreement sign and adopt this Agreement.

Date: _____

Signature: _____

Printed Name: _____, TWG Calls

Date: _____

Signature: _____

Printed Name: _____, Client