

**MASTER SERVICE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into \_\_\_\_\_\_\_(“Agreement Date”),byand between TNS Group (“Client”), having its place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Outsourcing Services International, S.A. (OSI) Edificio Avante, Nivel 4-2 Urbanización Madreselva 3 Calle Llama del Bosque Poniente Antiguo Cuscatlán, La Libertad El Salvador (collectively the “Parties”) with reference to the following facts:

**WHEREAS** OSI is a full-service Outsourcing Service Center performing a variety of outsourcingand contact center services and,

**WHEREAS** Client desires to retain the services of OSI to perform outsourcing and contact centerservices upon the terms and conditions contained herein.

**NOW, THEREFORE,** in consideration of the promises, the mutual covenants and agreementscontained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, OSI and Client agree as follows:

**SECTION 1. SERVICES**

**A. OSI SERVICES.** During the term of this Agreement, OSI agrees to perform those Servicesas set forth in the Addendum or Addendums (whether plural or singular, will be hereafter referred to as “Addendum”). Any changes to the services described in any applicable Addendum shall be in

writing and shall be mutually agreed upon by the Parties.

**B. CLIENT SERVICES.** During the term of this Agreement, Client agrees to perform specificServices as set forth in the Addendum. Client shall not utilize the Services offered by OSI for the conduct of any illegal or illegitimate activity, nor shall Client engage in any unethical or immoral conduct that adversely affects the reputation of OSI.

**SECTION 2. PAYMENT TERMS**

**A. INVOICES AND CHARGES.** Invoices for Services for all undisputed amounts are due andpayable in U.S. dollars upon receipt. The first invoice shall include One-Time Setup Charges and

Monthly Service charges for Services starting on each of the Addendum’s Effective Date. Client shall be invoiced for the following:

* 1. Agents. The Monthly Service Charge set forth in Addendums is stated in US currency and will include "Actual Pay" (hereafter defined), which will include allowance for tax and benefits, plus physical space, all overhead charges, and markups. Actual Pay shall be defined as OSI employee salary, including but not limited to, vacation pay, sick pay, and any other minimum pay as required by local law.
1. Changes to Agents. OSI will provide a 30 day trial period, where Client will pay the Monthly Service Charge while evaluating the Agents. Within this initial 30 day period, Client may replace Agent without incurring any Change Fees. OSI will use best effort to provide candidates for replacement in a timely manner. Client agrees to continue to pay Monthly Service Charge for such changed Agent for duration of term.
	1. Setup Fee. Client will be billed a setup fee in the month that service starts for a particular Agent. .
	2. Additional Agent Bonuses and/or Commissions. In the event Client agrees to

incorporate bonus or commission schedules into Agent’s pay structure, these charges, including associated taxes, surcharges and fees, will be added to the invoice.

*Confidential and Proprietary* Page **1** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

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* 1. Clients first invoice shall include,
		+ 1. Travel. Client will reimburse OSI for Client-approved Travel costs from OSI’s offices to Client location. Client is responsible for Client travel to OSI. Agent travel costs must be pre-approved by Client, in writing.
			2. Program Fees. Client will be charged a monthly fee for OSI’s management time required for oversight of the Agents (“Program Management Fee”) contracted by the

Client. This Program Management Fee will be billed at a rate of $100 per month per Agent but in no event shall the total Program Management Fee for Client exceed $2000 per month.

* + - 1. Invoices may also contain other service fees which fees shall have been pre-approved in writing by Client.
1. **NONPAYMENT.** If OSI has not received payment of any undisputed amounts of an invoiceby the Past Due Date, which date will not be earlier than Thirty (30) days following Clients receipt of invoice, OSI shall have the right, exercisable with five (5) business days’ written notice to Client to: (i) apply a 1.5% (one and one-half percent) per month late charge on balance; (ii) withhold all data and inventory in the possession of OSI at that time; (iii) refuse to furnish data and inventory until such undisputed outstanding invoices are brought current; and/or (iv) suspend and/or cancel any and all Services being provided to Client until such undisputed outstanding invoices are brought current. Client shall provide written notice to OSI of any disputed amounts within ninety (60) days of the receipt of the invoice for which a dispute arises, or Client’s right to any billing adjustment shall be waived. OSI will investigate and respond to the dispute within thirty (30) days.
2. **INVOICES.** Invoices will be transmitted monthly by OSI to Client.
	* 1. OSI will not back bill Client for Services rendered more than ninety (90) days after the date of the event that triggered the charge for such Services.
		2. OSI will deliver invoices to Client via email to the following address:

**D. PAYMENT**: Client will make payment to OSI in US Dollars (US$) via bank wire.

**SECTION 3. TERM AND TERMINATION**

1. **MINIMUM TERM.** Unless defined differently on each Addendum, the minimum term of eachAddendum shall be twelve (12) months from the Effective Date of each Addendum (“Initial Term”) and shall continue thereafter for twelve (12) month terms (“Renewal Term”) unless either party notifies the other party, in writing of their intention to terminate an Addendum at least ninety (90) days prior to each annual anniversary of the Effective Date. “Effective Date” shall be defined at the later of (i) last date of hire of all Agents in each Addendum, or (ii) two months from Client signature of each Addendum. “Term” shall mean the “Initial Term” and all “Renewal Terms” collectively.
	1. **i**. OSI agrees that it will make the renewal date for all agent services coterminous on the date thirty-six (36) months from the Effective Date of this agreement provided that Client remains a customer in good standing through the term of this Agreement.
2. **TERMINATION.** In the event Client terminates any Addendum prior to end of its term, otherthan for OSI’s breach, Client agrees to pay the amount equal to the terminated Addendum’s Total

Monthly Service Charge multiplied by number of months left in the then-current term of the terminated Addendum ("Early Termination Charges"), in addition to any undisputed outstanding charges due hereunder to the date of termination.

1. **TERMINATION FOR DEFAULT.** A “Default” shall occur if (a) Clientfails to make payment asrequired under this Agreement and such failure remains uncorrected for ten (10) business days after written notice from OSI; (b) OSI fails to materially provide the Services as warranted in Section 4C. [below] and such failure remains uncorrected for ten (10) calendar days after written notice from Client which notice specifies the nature of such failure; or (c) either party fails to perform or observe

*Confidential and Proprietary* Page **2** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

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any material term or obligation (other than making payment or materially providing Services as warranted in Section 4C.) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. If Client uses the Services for any unlawful purpose or in any unlawful manner, OSI shall have the right to immediately suspend and/or terminate any or all Services hereunder.

In the event of a Client Default for any reason, OSI may: (i) suspend Service to Client; (ii) cease accepting or processing orders for Services and/or; (iii) terminate this Agreement. If this Agreement is terminated due to a Client Default, such termination shall not affect or reduce Client’s minimum monthly commitments required under this Agreement and all Termination Charges as described in Section 3B shall apply. Client agrees to pay OSI’s reasonable expenses (including but not limited to attorney and collection agency fees) incurred in enforcing OSI’s rights in the event of a Client Default.

In the event of an OSI Default, Client may terminate this Agreement without incurring Early Termination Charges and will not be responsible for any fees or costs from the date of default. Client will, however, remain liable for all undisputed charges incurred for Services provided prior to Client’s termination of this Agreement. OSI agrees to pay Client’s reasonable expenses, including but not limited to reasonable attorney costs, incurred in enforcing Client’s rights in the event of an OSI Default.

**SECTION 4. REPRESENTATIONS AND WARRANTIES**

1. **MUTUAL:** The Parties represent and warrant that:
	1. The individuals executing this Agreement below have the full power and authority to deliver this Agreement, to perform all its obligations under this Agreement and any other agreements which might be required to affect the services contemplated herein.
	2. The Parties shall at all times during the term of this agreement follow the most current

“Do Not Call Rules” legislation when fulfilling their respective obligations under this agreement; acknowledging that the Federal Communications Commission, in coordination with the Federal

Trade Commission’s, has established rules and regulations implementing the Telephone Consumer

Protection Act of 1991 and specifically rules for the National Do-Not Call Registry and that these rules and regulations are subject to change.

1. **CLIENT:** The Client represents and warrants that:
	1. Client is fully authorized to provide the products and/or services, which are the subject of the Services under this Master Service Agreement. Client further represents and warrants that all products and/or services and the offering of all products and/or services which are the subject of this Master Service Agreement fully comply with all applicable federal, state and local laws, rules and regulations.
	2. Client shall provide OSI with all necessary disclosures required by any regulation or law specifically applicable to such products and/or services pursuant to this Master Service

Agreement prior to OSI’s required performance herein.

* 1. Client will promptly inform OSI of any changes in its policies or practices affecting the

Services provided by OSI or in the description of such products and/or services that may reasonably require a change in such disclosures.

**iv.** Client acknowledges Agents are employed by OSI exclusively and that Client agreesto not, under any circumstances, employ or otherwise contract, rent, hire, or utilize any former or current Agent of OSI, whether that Agent was previously presented to Client, is currently being used by Client, is being used by OSI for another customer, or has been employed by OSI during the term of this agreement or for a period of two years after termination of this agreement without prior written permission from OSI.

The Parties acknowledge and agree that breach of this provision by Client will subject OSI to substantial damages with said damages being very difficult to calculate or ascertain. Therefore, the Parties further agree that in the event of a breach of this provision, Client shall pay to OSI, as a

*Confidential and Proprietary* Page **3** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

*Outsourcing International Services, S.A.*



reasonable estimation of damages and not as a penalty, the sum of all of amounts that would be due under the terms of this Agreement and for the remaining term of this Agreement for that Agent as well as the amount due as if this Agreement were to go forward for an additional two years after the expiration currently contemplated by the applicable Agreement or $25,000, whichever is greater.

* 1. OSI has made no affirmations of fact or other representations or guarantees as to the results of any marketing program contemplated herein; nor has OSI made any other representations to the Client other than those expressly set forth in this Agreement;
	2. Client hereby has not relied on any affirmation of fact or other representation from OSI in entering into this Agreement other than those expressly set forth in this Agreement.
1. **OSI**: OSI represents and warrants that:
	1. OSI shall perform all duties and obligations required of it pursuant to this Agreement in accordance within accepted industry standards.
	2. Agents are located in the offices of OSI as specified in each Addendum and will be compensated by OSI in compliance with the laws of the jurisdiction in which their employees work.
	3. Agents presented by OSI for approval by client will have been subject to reasonable education, employment and background checks and verification by OSI for the purpose of confirming the resume of the Agent. OSI shall make known to Client any irregularities, deviations or exceptions that become known to OSI from the material provided by the applicant and or any governmental agencies.
	4. Agents will be provided a work place by OSI to perform the Services which shall be equipped with communications and computer equipment provided by OSI reasonably necessary to support the service for which the Agent was hired.
	5. Reasonable care to provide a clean, professional workspace to Agents that is consistent with a professionally managed office workplace where the performance of office support services is to be conducted will be taken.
	6. In the event of a need to relocate Clients Agents, OSI will disclose a planned relocation of Clients Agents to Client prior to such relocation and will reasonably address concerns as expressed by Client prior to such move.

**SECTION 5. OWNERSHIP AND PROPERTY RIGHTS**: OSI and Client agree that all software,operating applications, data structures and architecture, intellectual property, creative scripts and other materials and technology developed by OSI to support the Services are the Intellectual Property of and owned by OSI and remain the exclusive property of OSI and shall be retained by OSI at the termination of this Agreement. OSI and Client agree that all software, operating applications, data structures and architecture, intellectual property, creative scripts and other materials and technology developed by Client in connection with Client's business or developed by the Client to support the Services are the Intellectual Property of and owned by Client and remain the exclusive property of Client and shall be retained by Client at the termination of this Agreement.

**SECTION 6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**A. INDEMNIFICATION.** Each party (the “Indemnifying Party”) agrees to indemnify and holdharmless the other party, its officers, directors, shareholders, employees or agents (the “Indemnified Parties”) from any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including reasonable attorneys’ fees and costs of any investigation or action related thereto) (“Losses”) suffered or incurred by the Indemnified Parties (i) as a result of the Indemnifying Party’s failure to perform or improper performance of this Agreement; or (ii) from the breach or incorrectness of any representation or warranty made herein by the Indemnifying Party.

*Confidential and Proprietary* Page **4** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

*Outsourcing International Services, S.A.*

1. The Indemnifying Party must be promptly notified in writing of any Claim within such time as is reasonably necessary to allow the Indemnifying Party to respond to the claim prior to any legally-required deadline (and in any event, no later than thirty (30) days after notice of such claim) for which indemnification is sought; and
2. The Indemnifying Party shall have sole control over the defense and settlement of any claim for which indemnification is sought and the both Parties shall reasonably cooperate with each other and their representatives in the investigation and defense of the Claim and will not reach any settlement which requires an admission of fault without that other Party’s consent.
	1. **LIMITATION OF LIABILITY.**
		* 1. In no event shall OSI be liable to Client for: (a) any incidental or consequential damages of any kind (including, without limitation, lost profits); (b) any punitive damages arising by virtue of any dealings between the Parties; and (c) any claims or demands against Client by a third party arising out of or connected with the Services. OSI’s entire liability to Client for damages in connection with the Services provided to Client or provided by Client to its client’s, shall not exceed in the aggregate the total contract price for services payable to OSI under this Agreement. The terms and provisions of this section constitute a material inducement for the Parties entering into this Agreement.
			2. OSI shall be excused from performing any obligations under this Agreement in whole or in part, for a period of not more than thirty (30) consecutive days or thirty (30) days within a one
3. year period, as a result of delays or interference caused by an act of God; war; terrorist acts; labor disputes; strikes; floods; lightning; severe weather; shortage of materials; failure or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common telecommunications carrier or billing services provider; disruption or malfunction of any data processing or telecommunications network, facility or equipment; third-party nonperformance and such nonperformance shall not be deemed a default hereunder or a basis for termination hereof. During the forgoing period, Client will not be responsible for payment to OSI. The foregoing limitations on the period of non-performance by OSI shall not apply if the non-performance is proximately caused by Client.
	* 1. **INSURANCE** - Without in anyway limitingOSI’sindemnification obligation as set forth in thisAgreement, OSI shall during the term of this Agreement, maintain in effect the following at its own expense the types, forms and amounts of insurance and any other insurance required by law, regulations or orders in any state, province or country having jurisdiction over such OSI and its employees.

**SECTION 7. CONFIDENTIALITY**

1. **CONFIDENTIAL INFORMATION.** OSI and Client acknowledge that in the course of dealingsbetween the Parties, each party will acquire highly confidential information about the other party, including, but not limited to, its business activities and operations, its technical and non-technical information, intellectual property and trade secrets (“Confidential Information”). Both parties agree to maintain all information, written or otherwise, concerning services under this Agreement in the strictest confidence. “**Work Product**” includes (but is not limited to) all art, graphic work, plans, drawings, slogans, advertising, direct marketing, publicity, promotional materials, know-how, processes, ideas, formulae, data, techniques, improvements, inventions, compositions and other works of authorship either party (or its employees) may conceive of or develop in the course of performing the Services, or as a result of such Services, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection. Agency acknowledges that all Work Product shall be the sole and exclusive property of Client, except that any pre-existing works created by OSI and third parties outside of the Services but utilized in connection with such Services (the “**Pre-existing Works**”) shall continue to be owned by OSI or such

*Confidential and Proprietary Page 5 of 8 - Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_*

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parties. OSI agrees that any and all Work Product shall be deemed to be works-made-for-hire within the meaning of the copyright laws of the United States and that Client shall own all rights, including, but not limited to, all copyright rights, in and to such Work Product. OSI also hereby irrevocably transfers and assigns to Client, and waives and agrees never to assert, any and all “Moral Rights” (as defined below) OSI may have in or with respect to any Work Product, even after termination or expiration of this Agreement. “**Moral Rights**” means any rights to claim authorship of Work Product, to object to or prevent any modification of any Work Product, to withdraw from circulation or control the publication or distribution of any Work Product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

1. NON-DISCLOSURE OF RELATIONSHIP. Except as disclosure is contemplated or necessary under the intent of this Agreement (e.g., disclosure required by applicable law, regulation or in connection with judicial process), OSI agrees that it will not disclose either expressly or by implication the existence of this Agreement or the relationship created hereunder (e.g., press releases or other public disclosures) to any third party without the express written consent of Client. Both Client and OSI agree to maintain complete confidence and secrecy with respect to the pricing, terms and conditions of this Agreement.

**SECTION 8. MISCELLANEOUS**

1. **AGREEMENT.** This Agreement and Addendums constitute the entire agreement between the Parties hereto as to the subject matter hereof and supersedes any prior agreements or understanding relating to the subject matter.
2. **AMENDMENTS**. This Agreement may not be modified or amended except by a written instrument duly signed by both Parties hereto. This Agreement will be construed as though the Parties had drafted it.
3. **ASSIGNMENT.** This Agreement will inure to and find the successors and assigns of the respective Parties hereto. Neither party hereto may sell, assign, transfer, pledge or encumber any of its rights or obligations under the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. No such permitting assignment will relieve the party of its liabilities under this Agreement, including all payment obligations.
4. **WAIVER.** Any waiver by any party hereto or any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, will not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party or Parties. No course of dealing or performance between the Parties hereto, nor any delay in exercising any rights or remedies hereunder or otherwise, will operate as a waiver of any of the rights or remedies of any party hereto.
5. **SEVERABILITY.** The provisions of this Agreement will be severable. It is the intention and agreement of the Parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law. No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement.

*Confidential and Proprietary* Page **5** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. **INDEPENDENT CONTRACTORS/NON-EXCLUSIVITY.** Nothing contained in this Agreement shall be

construed or interpreted by the Parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture, employment or any other relationship between the Parties other than that of independent contractors contracting for the provision and acceptance of Services. OSI and its Agent’s relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. OSI and its Agents will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits, or workers compensation benefits. OSI and its Agents are not authorized to make any representation, contract or commitment on behalf of Client unless specifically requested or authorized in writing to do so by Client. OSI and its Agents are solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement for the jurisdiction in which OSI operates. OSI is solely responsible for, and must maintain adequate records of expenses incurred in the course of performing services under this Agreement. No part of OSI or its Agent’s compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes and Client will have no responsibility or liability for claims related to Agent’s services to Client, including but not limited to compensation, taxes, penalties, assessments, levies, fines, attorney fees and other costs. Each party will be responsible for hiring, supervising and compensating its own employees and for providing benefits to and withholding taxes for such employees. The Parties acknowledge that this Agreement shall not create an exclusive relationship between the Parties. Client acknowledges Agents are employed by OSI exclusively.

1. **ATTORNEY'S FEES MEDIATION AND ARBITRATION**.In the event of any dispute that mayarise out of or in connection with this Agreement, or the breach thereof, which cannot be settled amicably by the parties, the parties’ sole and exclusive remedy will be binding arbitration. Such dispute shall be submitted for arbitration in San Francisco, California, before a single arbitrator agreed upon by the parties, or, if they are unable to agree, a single arbitrator appointed by American Arbitration Association (“AAA”). Such arbitration shall be governed by the commercial rules of the AAA. The arbitrator’s decision will be final and entered into any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys’ fees and costs in connection with such arbitration.
2. **NOTICES.** Any formal notice, approval, or request regarding this Agreement shall be givenin writing and shall be deemed to have been delivered and given for all purposes upon receipt only when sent via a nationally/internationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. Either party may change its specified address by giving notice of such change in accordance herewith.

*Confidential and Proprietary* Page **6** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

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**If to Client:**

**If to OSI:** Email: businessoffice@osi.com.sv

Outsourcing Services International, S.A.

Edificio Avante, Nivel 4-2

Urbanización Madreselva 3 Calle Llama del Bosque Poniente

Antiguo Cuscatlán, La Libertad

El Salvador, Centroamérica

**Phone: 855-746-4674**

1. **GOVERNING LAW. This Agreement will be governed by and construed in accordance with the internal laws of the State of California (without regard to conflict of law provisions).**
2. **COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one instrument.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by theirduly authorized representative as of the day and year first written above. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**OSI** **CLIENT:**

|  |  |  |
| --- | --- | --- |
| Signature | Signature |  |
| Name: Joel Ciniero | Name: |  |  |
|  |  |  |  |  |  |
| Title: President | Title: |  |  |
| Date: |  | Date: |  |  |  |
|  |  |  |  |

*Confidential and Proprietary* Page **7** of **8** **- Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_**

*Outsourcing International Services, S.A.*