

RETAILER MARKETING AGREEMENT

This Retailer Marketing Agreement (the "Agreement") is made as of _____, 201_ (the "**Effective Date**"), between KnB Productions, Inc., a _____ corporation with offices located at _____ ("**Distributor**"), and _____, a _____ company with offices located at _____ ("**Retailer**").

PREAMBLE

WHEREAS Distributor is in the business of marketing, distributing, and selling telecommunications and other products, including, but in no way limited to, hardware that is compatible with Vonage America Inc.'s ("**Vonage**") Internet telephony services (the hardware, "**Products**"; the services, the "**Vonage Services**"), and of providing a variety of related services to, and providing support for, retail merchants, value-added resellers, and independent dealer Retailers, such as Retailer;

WHEREAS Distributor has entered into a Distributor Marketing Agreement (the "**Distributor Agreement**") with Vonage America that, among other things, authorizes Distributor to appoint Retailer to market the Vonage-certified products and the Vonage Services and to facilitate the acquisition of users of the Vonage Services, who, for the avoidance of doubt, shall be customers of Vonage and NOT of Distributor or Retailer (such users, "**Subscribers**");

WHEREAS Distributor desires to so appoint Retailer, and Retailer desires to be so appointed;

NOW, THEREFORE, Distributor and Retailer (each, a "**Party**"; together, the "**Parties**"), agree as follows:

AGREEMENT

ARTICLE I TERM AND TERMINATION

1.01 Term. The initial term of this Agreement (such term, together with any renewal term pursuant to Section 1.02, the "**Term**") shall be for a period of one year, starting from the Effective Date, unless terminated earlier pursuant to the terms below.

1.02 Renewal. This Agreement shall automatically renew for successive one-year terms, unless either Party provides written notice to the other of its intention not to renew at least 60 days before the expiration of the then-current Term.

1.03 Termination.

(a) This Agreement may be terminated before expiration of the Term as follows:

(i) Either Party may terminate this Agreement on ninety (90) days prior, written notice to the other Party.

(ii) Either Party may terminate this Agreement for failure by the other Party to make a payment when ostensibly due, other than payments disputed in good faith, where such failure continues for 30 days following written notice to the defaulting Party. Where a payment is being disputed in good faith, the parties shall negotiate in good faith to resolve the dispute. If the dispute remains unresolved 60

days after the date the payment was ostensibly due, the non-defaulting Party may terminate this Agreement immediately upon further written notice.

(iii) Either Party may terminate this Agreement immediately upon written notice to the defaulting Party in the event of fraud, material misrepresentation, willful misconduct, or other intentional unlawful act with respect to or otherwise affecting the performance of the defaulting Party's obligations hereunder.

(iv) Either Party may terminate this Agreement in the event of any material default of the other Party not expressly covered in (i), (ii), or (iii) where such default continues for 30 days following written notice to the defaulting Party.

(v) Either Party may terminate this Agreement immediately at its option if the other Party (A) ceases to do business as a going concern; (B) is unable or admits in writing its inability to pay its debts as they become due; (C) (i) commences or authorizes a voluntary case or other proceeding seeking liquidation, reorganization, suspension of payments or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (ii) makes a general assignment for the benefit of creditors, or fails to pay a substantial portion of its debts as they become due, or (iii) takes any corporate action to authorize any of the foregoing; or (D) has any substantial part of its property subjected to any levy, seizure, assignment or sale for or by any creditor or governmental agency without such levy, seizure, assignment or sale being released, lifted, reversed, or satisfied within 30 days.

(vi) For the avoidance of doubt, if the Distributor Agreement expires or is terminated, this Agreement shall terminate as of the date of such expiration or termination.

(b) Effect of Termination. Upon expiration of the Term, or termination of this Agreement for any reason, all rights and obligations of the Parties shall cease, except for such rights and obligations that survive pursuant to Section 6.12, below. Neither expiration nor termination shall prejudice the rights or obligations of the Parties with respect to any amounts then owing by any Party to the other Party. Retailer agrees that the heavily discounted pricing of the device Products to Retailer is based on their ultimate sale to Vonage customers who thereafter activate accounts with Vonage. Upon termination of this Agreement or Retailer's authority to market Vonage products for any reason, Distributor has the unqualified right to buy back from Retailer all Vonage devices in its inventory at the price paid by Distributor and returning them within thirty (30) days of such termination. Failure of Retailer to timely offer for repurchase all remaining Vonage Products do so will render such devices as inventory losses at the values stated in Exhibit C, for which Retailer is accountable to Distributor.

ARTICLE II

RETAILER RIGHTS AND RESPONSIBILITIES

2.01 Marketing by Retailer (Direct to Consumers).

(a) Retailer shall market the Vonage Services to potential Subscribers within the United States. All marketing materials (including but in no way limited to a press release) produced by Retailer shall be produced at Retailer's sole cost and expense, shall comport with reasonable standards of good taste, and shall comply with (i) Vonage's then-current advertising and marketing guidelines and rules, which may be updated from time to time, including, but in no way limited to, Vonage's advertising and

marketing rules for the Internet, (ii) this Agreement, and (iii) all applicable laws. Retailer shall provide Distributor with true samples of all advertising/marketing materials it intends to use, and Distributor shall, after providing them to Vonage, either accept or reject them. If Distributor rejects them, Retailer and Distributor shall work together to produce acceptable materials.

(b) Retailer shall market the Vonage Services under Vonage's brand name and shall truthfully and correctly communicate the availability, features, rates, and related information regarding the Services. In this regard, Retailer shall not make any representations with respect to the Services, except for those representations made by Vonage in its advertising/marketing materials or on its Web site. Further in this regard, Retailer shall not modify in any way the written materials or signage provided to Retailer by Distributor describing, among other things, Vonage's non-traditional method of providing 911 emergency service.

(c) Retailer shall not include in any advertisement or other marketing piece that Distributor funds, directly or indirectly (i.e., via a dedicated infusion or via market development funds), in whole or in part, any IP-based telephony services or products that compete in any way with the Vonage Services or the Vonage-certified products.

2.02 Miscellaneous. For additional responsibilities, see **Addendum A**.

2.03 Performance Levels. Distributor may require Retailer to meet certain levels of performance. If it does, the service levels shall be addressed in an **Exhibit** to this Agreement, which **Exhibit**, depending on when it is agreed upon by the Parties, shall either be attached to this Agreement or to a supplement to this Agreement.

2.04 Incentive/Promotional Programs. Distributor may offer Retailer the opportunity to participate in incentive/promotional programs. If it does, Retailer's agreement to participate shall be addressed in an **Exhibit** to this Agreement, which **Exhibit**, depending on when it is agreed upon by the Parties, shall either be attached to this Agreement or to a supplement to this Agreement.

2.05 Guidelines for Selling Online. All online content and/or any copy referencing Vonage products and/or services must be submitted by the Retailer to the Distributor for pre-approval prior to publication or distribution. All materials must conform to Vonage brand guidelines and legal compliance guidelines. Distributor will supply these materials to Vonage, and Vonage will have final approval over all content and copy used. Not until the Retailer receives written approval from Vonage via the Distributor, may the Retailer publish or distribute the content online. Written approval can appear in the form of an email. All on-line and any other advertisements must be pre-approved by Distributor and Vonage and otherwise comply with Vonage guidelines and legal requirements.

2.06 No URLs or Key Word Bidding. Retailer may not register or use URLs containing Vonage Marks. Retailer shall not bid on any terms or keywords or any other triggering mechanisms with any search engines or contextual or behavioral advertising services related to or that mentions or uses or includes "Vonage" or Vonage's trademarks, whether registered or unregistered, or includes any information regarding Vonage's products or services. Violation of this provision shall be considered willful misconduct.

2.07 Telesales Prohibited. Under no circumstances shall Retailer advertise, sell, market or distribute Vonage Services or Products (whether alone or in conjunction with other products and services) using any telesales methods, including, without limitation, through its employees, in-sourced or outsourced inbound or outbound agents or service representatives, call centers, auto-dialers, voice blasts, voicemails, or other comparable means, without Vonage's prior written approval in the form of a signed

amendment to this Agreement. Neither Distributor nor Vonage is under any obligation to consider or agree to telesales activities. Violation of this provision by Retailer, shall be considered willful misconduct. Further, any violation is also subject to a \$2,500 penalty per telesales incident which shall be deducted from any monies owed to Retailer under the Agreement, in addition to immediate termination of all authorities to market Vonage Products and Services.

2.08 PCI Requirements. Retailer must adhere to the requirements in Addendum A. Any violation is also subject to a \$1,000 penalty per incident which shall be deducted from any monies owed to Retailer under the Agreement, in addition to immediate rights of Distributor to terminate this Agreement.

2.09 Non-Assignment. Retailer may not assign or subcontract any of its rights or activities under this Agreement to a third party. Any violation is a material breach and will be subject to the exercise of immediate termination rights by Distributor.

2.10 No Customer Support. Retailer shall not conduct any Vonage customer support, address account-related activities or otherwise maintain a Vonage-related relationship with a Vonage subscriber other than to address a return of a device purchased from the retail location; all inquiries or requests for support must be directed to Vonage at www.vonage.com or at its customer service numbers referenced at www.vonage.com.

2.11 No Multiple Account Activations. Retailer shall not induce, encourage or enable a customer to activate multiple accounts during the same or related transactions or for commercial purposes, including for the purpose of generating additional commissions. Any request for multiple accounts must be referred to Vonage for prior approval.

2.12 Retailer may not impersonate a customer or conduct any transaction with Vonage for or on behalf of a customer.

ARTICLE III

DISTRIBUTOR RIGHTS AND RESPONSIBILITIES

3.01 Use of Retailer's Marks. Distributor may use Retailer's logos, trademarks, trade names, and service marks (collectively, the "Retailer Marks") in a manner consistent with the way Retailer may use the Vonage Marks and the Distributor Marks (defined below).

3.02 Miscellaneous. For additional responsibilities, see **Exhibit A**.

3.03 Training Program; Communication Program. Distributor and Retailer shall collaborate on the development of a training program. In this regard, Retailer shall use the training materials that Distributor provides and shall, on Distributor's reasonable request, facilitate training at the Retailer's locations. Distributor and Retailer shall also collaborate on the development of a communication program. In this regard, Retailer shall, on Distributor's reasonable request, facilitate visits to the Retailer's locations and inspections of the Retailer's advertising, marketing, and sales practices. In Distributor's sole discretion, such visits may be made on no advance notice to Retailer. If Distributor at any time concludes that Retailer is not acting in accordance with the training program or the communication program, Distributor may, on written notice, immediately terminate this Agreement.

3.04 Sales Collateral. Vonage shall provide Distributor with supplies of sales collateral including brochures and posters – quantity provided shall be that which Vonage deems appropriate.

Retailers should never be left without sales collateral for periods longer than three (3) weeks from the date their supply was exhausted, provided that Vonage is notified by the day the supply was exhausted. Distributor shall provide Vonage with addresses of Retailers and Vonage will ship sales collateral directly to Retailer locations. Distributor may also request a supply of sales collateral to be retained in a central location, and will be used as backup materials for Retailers that run out of materials unexpectedly.

3.05 Performance Levels. With at least ninety (90) days prior written notice, Distributor may require Retailer to meet certain levels of performance. If it does, the service levels shall be addressed in an **Exhibit** to this Agreement, which **Exhibit**, depending on when it is agreed upon by the relevant parties, shall either be attached to this Agreement or to a supplement to this Agreement.

3.06 PCI Standards Compliance. Retailer (i) shall be responsible for the security of Cardholder Data (as defined in Addendum A) received, handled, processed, accessed or transferred by Retailer itself (if any), and (ii) shall defend, indemnify and hold Distributor harmless for any third party claims against Distributor related to the security of Cardholder Data received, handled, processed, accessed or transferred by Retailer. Distributor will be responsible for all fines and penalties incurred by Vonage for any PCI violations caused by Distributor and any Retailer (provided that Distributor had reason to know of Retailer's failure to be PCI compliant) and such amounts may be debited from Distributor's compensation pursuant to Section 2.02(f) above. Distributor shall strictly comply with specific requirements in this Agreement regarding Cardholder Data.

3.07 Materiality. Without in any manner prejudicing the right of Vonage to claim that any other breach or default of this Agreement on the part of Distributor constitutes a material breach or default, it is understood and agreed that the failure of Distributor to comply with the provisions of this Article 2 shall constitute a material breach and default of this Agreement on the part of Distributor, and except as otherwise set forth herein, such material breach shall be subject to the Cure Period

ARTICLE IV

SALE OF PRODUCTS

4.01 The Product List on **Exhibit C** sets forth the suggested retail prices for the Products. These are suggested prices that Distributor believes accurately reflect the relative market value of the Products, based on features, technology, and comparative competitive products. Notwithstanding the foregoing, resale or advertised prices shall be established solely by Retailer, and Distributor retains no control over Retailer's resale or advertised prices.

4.02 Title to all Products sold by Distributor to Retailer shall pass upon delivery of the Products by Distributor to the carrier, and in all cases risk of loss or damage to any such Products in transit, without regard to the person designated as consignee, shall fall upon Retailer, whose responsibility it shall be to file any claims with the carrier. Distributor shall exercise its own discretion in selecting the method of shipment and the carrier.

4.03 Retailer shall bear the cost of any taxes, levies, duties or fees of any kind, nature or description whatsoever applicable to the sale of any Products sold by Distributor to Retailer, and Retailer shall forthwith pay to Distributor all such sums upon demand, unless Retailer shall provide Distributor, at the time of the submission of its purchase order to Distributor, with tax exemption certificates or licenses acceptable to the appropriate taxing authorities.

4.04 Distributor shall not be liable for any delay in the delivery of any Products resulting from any cause beyond its reasonable control or caused by acts of God, acts of Retailer, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation or shortages.

4.05 Each shipment of Products to Retailer shall constitute a separate sale, obligating Retailer to pay therefore, whether said shipment be in whole or only partial fulfillment of any purchase order or confirmation issued in connection therewith. In the event of a default by Retailer under this Agreement, Distributor may decline, at its sole discretion, to make further shipments under any and/or all other orders placed under this Agreement. If Distributor elects to continue shipments, such continuation shall not constitute a waiver of such default nor shall it in any way limit Distributor's legal remedies for such default.

4.06 Distributor shall have the right, at any time, to effect changes in, or discontinue the sale of, any of its Products, as well as any parts thereof or accessories related thereto, without incurring any liability to Retailer.

4.07 If payment is not received by Distributor when due, Retailer will pay, in addition to the prices specified, a monthly charge equal to the lesser of (a) one and one-half percent (1½%) of the invoiced amount for each month during which the payment remains outstanding, including any month in which payment was due and not received; or (b) the maximum monthly charge allowable by law. If at any time Retailer's account is subject to a finance charge hereunder, Distributor, in addition to any other remedies, reserves the right to stop all further shipments to Retailer. Late payment shall constitute a material breach by Retailer hereunder and shall constitute a basis for termination of this Agreement by Distributor.

4.08 The sale to Retailer of Products does not convey to Retailer any intellectual property rights in such Products or any software contained therein, including, but not limited to, any rights under any patent, trademark, copyright or trade secret of Distributor or any other entity. Neither the sale of Products, the license of any software, nor any provision of this Agreement shall be construed to grant to Retailer, either expressly, by implication or by way of estoppel, any license under any patents or other intellectual property rights of Distributor or its licensors covering or relating to any other product or invention or any combination of Products or software with any other Product. The Retailer shall not, directly or indirectly, alter, modify, translate, or adapt any Product or software contained therein or create any derivative works based thereon, disassemble, decompile, reverse engineer, or analyze the physical construction of, any of the Products or software or any component thereof for any purpose.

4.09 Anything herein to the contrary notwithstanding, unless otherwise expressly agreed to in writing by Distributor, any shipment of Products to Retailer in whole or partial fulfillment of any purchase order placed by Retailer shall not be deemed to constitute an acceptance by Distributor of any of the terms and conditions of such purchase order, except as to the identification of the Products, and the quantities involved. All such purchase orders shall be governed by the provisions of this Agreement.

ARTICLE V

TRADEMARK RIGHTS

(a) Subject to the terms of **Article II**, above, Retailer shall have a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide and revocable license to use Vonage's logos, trademarks, trade names, and service marks (collectively, the "Vonage Marks") for the sole purpose of marketing the Products in compliance with this Agreement and in strict accordance with Vonage-

provided requirements, guidelines, policies and directions. . It shall also have a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license to use Distributor's logos, trademarks, trade names, and service marks in a manner consistent with the way Retailer may use the Vonage Marks.

(b) Subject to 3.01, above, Distributor shall have a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide and revocable license to use the Retailer Marks.

(c) Retailer shall not adopt, use, register, or seek to register any logo, trademark, trade name, or service mark anywhere in the world that is identical, or confusingly similar, to any Vonage Mark or Distributor Mark. And Distributor shall not adopt, use, register, or seek to register any logo, trademark, trade name, or service mark anywhere in the world that is identical, or confusingly similar, to any Retailer Mark. Upon termination or expiration of this Agreement, Retailer may not use any of the Vonage Marks; provided, however, that Retailer may, at its option, on written notice to Distributor, and for 90 days, continue to use the Vonage Marks and the Distributor Marks in connection with the reduction of inventory existing as of the date of termination or expiration. Upon termination or expiration of this Agreement, Distributor may not use any of the Retailer Marks. All goodwill associated with any Marks, and any goodwill generated through the use of any Marks, shall inure solely to the benefit of the owner of such Marks.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants that it (a) has the right, power, and authority to enter into and perform its obligations under this Agreement; (b) has taken all requisite corporate action to approve execution, delivery, and performance of this Agreement; (c) this Agreement constitutes a legal, valid, and binding obligation upon itself.

ARTICLE VII

MISCELLANEOUS

6.01 Amendments. This Agreement cannot be modified in any way, except via a writing signed by each of the Parties.

6.02 Assignment. Neither this Agreement nor any right, interest, or obligation under it may be assigned, pledged, or otherwise transferred by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld.

6.03 Confidentiality. "Confidential Information" means any information that is provided or made accessible to by one Party to another Party or by Vonage to Distributor or Retailer. As between the Parties only, Personal Information and Cardholder Data described in Addendum A shall be treated as the Confidential Information of Distributor and not Retailer. The foregoing notwithstanding, Confidential Information excludes information that: (i) is publicly available, other than by an act or omission of the receiving Party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving Party prior to its receipt and was not received from a third party in breach of the third party's confidentiality obligations; (iv) was independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving Party makes reasonable attempts to provide prompt written notification to the disclosing Party of the pending disclosure so the disclosing Party may attempt to obtain a protective order. In the event of a potential

disclosure in the case of subsection (v), the receiving Party shall provide reasonable assistance to the disclosing Party should the disclosing Party attempt to obtain a protective order. Each Party shall protect the secrecy of all Confidential Information received from the other Party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither Party shall use or disclose the other Party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each Party shall survive expiration or termination of this Agreement. Upon expiration or termination of this Agreement, each Party shall cease all use of the other Party's Confidential Information and shall promptly return, or at the other Party's request, destroy, all Confidential Information, including any copies, in tangible form in that Party's possession or under its control (or in the possession or control of any of its officers, directors, employees, equity holders, or Retailers), including Confidential Information stored on any medium. Upon request, a Party shall certify in writing its compliance with this Section. Retailer shall comply in full with the requirements of **Addendum A** to this Agreement.

6.04 Entire Agreement. This Agreement, together with any attachments referred to in it, constitutes the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to that subject matter.

6.05 Equitable Relief. Nothing in this Agreement shall be read to impair either Party's right to seek equitable relief.

6.06 Exclusivity. Retailer shall not enter into a relationship that is similar in nature to the one described in this Agreement with any entity that is competitive with Vonage or any Vonage Affiliate. Moreover, Retailer shall not market or sell any third-party or "house" service or product that is competitive with the Vonage Services or any Vonage-certified product.

6.07 Force Majeure. Neither Party shall be liable for any failure to perform, or any delay in performance, under this Agreement, provided (a) such performance has been prevented or delayed by an event of Force Majeure, which is defined as any situation that is beyond the reasonable control of the affected Party, and (b) the affected Party gives prompt notice of the event to the other Party.

6.08 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of New Jersey, excluding such State's conflicts of law provisions. Any claim arising out of or in any way related to this Agreement shall be brought in the state or federal courts sitting in New Jersey.

6.09 Independent Contractor. The Parties are independent contractors, and the relationship between the two shall in no way be deemed to be that of principal and Retailer (except as explicitly set forth herein), employer and employee, franchiser and franchisee, partners, joint venturers, or the like.

6.10 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability, shall not invalidate the other provisions of this Agreement, and shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.11 Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, each of the Parties and their respective successors and permitted assigns.

6.12 Survival; Duration. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or

expiration. For example, the provisions of this Agreement regarding ownership of intellectual property, confidentiality, and limitation of liability shall survive.

6.13 Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and their successors and permitted assigns; no other person or entity has, or is entitled to enforce, any rights, benefits, or obligations under this Agreement. The foregoing notwithstanding, Vonage shall be a third-party beneficiary of this Agreement.

6.14 Waiver of Jury Trial. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS IS A COMMERCIAL TRANSACTION, THAT THE FOREGOING PROVISION FOR WAIVER OF JURY TRIAL HAS BEEN READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO BY SUCH PARTY, AND THAT BY AGREEING TO SUCH PROVISION, SUCH PARTY IS WAIVING IMPORTANT LEGAL RIGHTS.

6.15 Waivers. The due performance or observance by the Parties of their respective obligations under this Agreement shall not be waived, and the rights and remedies of the Parties shall not be affected, by any course of dealing or performance or by any delay or failure of any Party in exercising any such right or remedy. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver shall be effective only to the extent specifically set forth in such writing. Without limiting the foregoing, the failure of a Party to enforce any right under this Agreement at any particular point in time shall not constitute a continuing waiver of such right with respect to the remaining term of this Agreement or the waiver of any other right under this Agreement.

6.16 No Other Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DISTRIBUTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NEITHER VONAGE AMERICA NOR ANY OF ITS AFFILIATES AUTHORIZES ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND ON THEIR BEHALF, AND RETAILER SHOULD NOT RELY ON ANYONE WHO PURPORTS TO DO SO.

6.17 Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (I.E., UNLAWFUL CONDUCT OR OTHER CONDUCT UNDERTAKEN WITH THE INTENT OR EXPECTATION TO CAUSE HARM), CLAIMS ARISING OUT OF A PARTY'S DUTY OF CONFIDENTIALITY HEREUNDER, OR A PARTY'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS, OR REVENUES OF ANY KIND, OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DISTRIBUTOR BE LIABLE TO RETAILER OR ANY THIRD PARTY FOR ANY CLAIM OR DAMAGES CAUSED BY OR ARISING OUT OF ANY ACT OR OMISSION OF RETAILER OR ANY RETAILER AFFILIATE. DISTRIBUTOR'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12-MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL PAYMENTS MADE BY DISTRIBUTOR TO RETAILER

DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM ACCRUED.

6.18 Notices. All notices or other communications hereunder shall be deemed to have been fully given when made in writing and received by the addressee as set forth below:

If to Distributor:

KnB Productions Inc.
140 Commerce Drive
Montgomeryville, PA 18936

If to Retailer:

6.19. Compliance with Laws; Governmental Permits. Each Party shall conduct its business and perform its obligations hereunder in a manner that complies with all applicable laws, regulations, and rules.

6.20 Indemnification.

(a) Retailer shall defend, indemnify, and hold harmless Distributor, its Affiliates (defined as any person or entity who controls, is controlled by, or is under common control with the Party, in this particular case, Distributor), and its and their directors, officers, employees, and representatives against and from any and all damages or losses (including, but in no way limited to, reasonable attorneys' fees) arising out of or relating in any way to (i) any breach by Retailer of any representation or warranty made hereunder, (ii) any violation by Retailer of any applicable law, regulation, or rule, (iii) any action undertaken by Retailer that is outside the scope of Retailer's authority hereunder, and (iv) any infringement or other misappropriation by Retailer of any third party's intellectual property right.

(b) Distributor shall defend, indemnify, and hold harmless Retailer, its Affiliates, and its and their directors, officers, employees, and representatives against and from any and all damages or losses (including, but in no way limited to, reasonable attorneys' fees) arising out of or relating in any way to (i) any breach by Distributor of any representation or warranty made hereunder, (ii) any violation by Distributor of any applicable law, regulation, or rule, and (iii) any infringement or other misappropriation by Distributor of any third party's intellectual property right.

(c) For the avoidance of doubt, in no event shall Distributor be required to defend, indemnify, or hold harmless Retailer, its Affiliates, or any of its or their directors, officers, employees, or representatives against and from any damage or loss arising out of or relating in any way to any action undertaken by Retailer that is outside the scope of Retailer's authority hereunder.

(d) Neither Party shall have a duty to defend, indemnify, or hold harmless unless it receives prompt notice of the need to do so and the opportunity to control the response to the situation giving rise to the need to do so. The foregoing notwithstanding, in no event may the indemnifying Party admit liability on behalf of the indemnified Party, compel the indemnified Party to admit liability, or agree to the payment of any unindemnified amounts.

IN WITNESS WHEREOF, the Parties have executed this Retailer Marketing Agreement.

KNB PRODUCTIONS, INC.

By: _____

Print: _____

Title: _____

Date: _____, 20__

[LEGAL NAME OF RETAILER]

By: _____

Print: _____

Title: _____

Date: _____, 20__

Addendum A

COMPLIANCE ADDENDUM

- 1. Vonage Integrity Program List**
- 2. Privacy and Data Security Provisions**
- 3. Requirements for On-Site Customer Activations (as applicable)**
- 4. Employee/Contractor Acknowledgement**
- 5. Additional Requirements/Prohibitions**

1. Vonage Integrity Program (VIP) Violation List

NEITHER DISTRIBUTOR NOR ANY RETAILER SHALL COMMIT ANY VIOLATION BELOW IN THE COURSE OF ITS MARKETING AND SALE OF VONAGE PRODUCTS AND SERVICES. VIOLATIONS SHALL BE CONSIDERED MATERIAL BREACHES OF THE AGREEMENT.

Definition: A ‘Violation’ is any behavior, act or omission which after investigation by Vonage and Retailer which falls within the scope of Retailer Personnel (agent) Behavior listed below:

Retailer Personnel Behavior
<p>Rude Behavior Non-exclusive examples include:</p> <ul style="list-style-type: none">▪ Overly aggressive “fishing” of customers.
<p>Conspicuous Lack of Professionalism Non-exclusive examples include:</p> <ul style="list-style-type: none">▪ Using inappropriate or foul language with a Customer or while a Customer is listening.▪ Using a condescending or disrespectful tone or losing temper or patience with customers.▪ Using negative, harassing or threatening words or tones with Customers or colleagues.▪ Excessive arguing with Customer.
<p>Dishonesty Non-exclusive examples include:</p> <ul style="list-style-type: none">▪ Deliberately providing false information of any kind.▪ Providing Customer direction to later seek Vonage credits, benefits or third party incentives to gain Customer agreement to purchase or agree to an up-sell.
<p>Deliberately Signing up a Customer Without Proper Qualification; to include, but not be limited to, broadband service, emails address, payment method. Non-exclusive examples include:</p> <ul style="list-style-type: none">▪ Customer specifically states they do not have method of payment (i.e., credit card) and/or not enough funds to sign up, and Agent signs them up anyway.▪ Customer is signed up despite Customer communicating they have no intentions of establishing or purchasing high-speed internet, or has an ineligible high speed connection such as dial up, high speed dial up or satellite, and Agent signs them up anyway

Violation List Continued

Continuously, Relentlessly Badgering a Customer to Generate a Sale (Unethical Salesmanship)

Non-exclusive examples include:

- Exceeding the authorized scope of offers.

Making changes to an Account Without the Account Holder's Knowledge or Agreement

Non-exclusive examples include:

- Changing calling plan
- Adding lines or features to account
- Adding new accounts in place of additional lines

Committing Fraud and/or Misusing Customer information

Non-exclusive examples include:

- Creating multiple accounts or lines for a single Customer not independently requested by the Customer, such as creating multiple accounts for incremental lines
- Disclosure or use of a Customer's credit card or other payment method information for any purpose other than specifically authorized by such Customer or Vonage
- Deliberate misrepresentation or exclusion of the Vonage-authorized material terms of the offer
- Creating false accounts or using others', training, or dummy payment method data (which cannot be processed or is determined to be unauthorized by credit card owner).

2. Privacy and Data Security Provisions

1. Definitions:

(a) “**Personal Information**” means information about identified or identifiable individuals relating to Vonage personnel (including former, current or prospective employees, independent contractors, officers or directors); Vonage customers (including past, current or prospective customers); third parties providing services to Vonage; and Cardholder Data. Such Personal Information may include information: (i) provided by Vonage or Distributor or (ii) obtained, used, accessed, processed, possessed or acquired by Retailer on behalf of Distributor or Vonage or otherwise in connection with the provision of goods and/or services to or for Vonage.

(b) “**Cardholder Data**” means information concerning payment mechanisms and transactions, including, but not limited to, name, account numbers, security codes, service codes (*i.e.*, the three or four digit number on the magnetic stripe or face of the card that specifies acceptance requirements and limitations for a magnetic stripe read transactions) valid to and from dates, as well as information and data related to card or cardholder transactions using payment mechanisms and methodologies (*e.g.*, charge, credit, debit and prepaid) and regardless of whether or not a physical card is used in connection with such transactions.

(c) “**PCI Standards**” means the security standards for the protection of Cardholder Data with which the payment card companies collectively or individually require merchants to comply, including, but not limited to, the Payment Card Industry Data Security Standards currently in effect and as may be updated from time to time during the term of the Agreement.

2. Disclosure Limitations and Requirements.

(a) Retailer shall not disclose Personal Information to any third party, firm or enterprise (including affiliates), or use (directly or indirectly) any Personal Information for any purpose other than as specifically directed by Vonage in writing and in accordance with applicable laws and PCI Standards. In addition, Retailer shall not transfer Personal Information to any location unless agreed to in writing by Vonage. In no event may Retailer: (i) use Personal Information to market its services or those of a third party or (ii) sell or rent Personal Information to third parties (including Retailer’s affiliates).

(b) If Retailer is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any of the Personal Information, Retailer shall not disclose the Personal Information without complying with the provisions of applicable laws and providing Vonage at least forty-eight (48) hours’ prior written notice of any such request or requirement so that Vonage may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure, including, but not limited to, seeking a protective order. Notwithstanding the foregoing, Retailer shall exercise its best efforts to prevent or limit any such disclosure or to otherwise preserve the confidentiality of the Personal Information including, without limitation, by cooperating with Vonage to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Personal Information.

(c) If Vonage consents to Retailer disclosing Personal Information to any third party, Retailer shall require such third party to be bound, in writing, to the same obligations as Retailer under

this Agreement and Retailer shall remain accountable and responsible to Distributor and Vonage for any actions by such third parties.

3. Retailer Employees and Retailers. Retailer agrees that: (i) its employees and Retailers shall be required, as a condition of employment or retention, to protect all Personal Information in Retailer's possession or otherwise acquired by Retailer; (ii) its employees and Retailers will receive appropriate training regarding the protection of Personal Information; and (iii) access to Personal Information will be restricted to those persons who have a "need to know" for purposes of providing goods and/or services to Vonage under this Agreement. Retailer shall review and execute the attached Acknowledgement and Agreement, and shall have its employees acknowledge in writing their understanding of the same document.

4. Written Information Security Program. Retailer represents that it has adopted, implemented and shall maintain a comprehensive written information security program consistent with prevailing industry standards ("**Security Program**") that includes administrative, technical and physical safeguards designed to prevent the unauthorized or accidental access to, destruction, modification, use or disclosure of Personal Information and shall act in accordance with the Security Program. Such Security Program shall be compliant, at a minimum, with (i) Vonage's security requirements as may be issued to Retailer by Vonage from time to time; (ii) the PCI Standards, if Retailer is handling Cardholder Data; and (iii) all applicable laws, rules, regulations, directives, ordinances, codes or similar enactments and any obligations imposed by self-regulatory bodies promulgating standards that apply to Vonage in the conduct of its business. The Security Program shall take into account the nature of the Personal Information and the commensurate risks associated with handling such Personal Information. Retailer shall reasonably monitor, evaluate and adjust its Security Program in response to relevant changes in technology, changes in the sensitivity of Personal Information and internal and external threats to information security and shall adopt such changes to its Security Program as necessary to meet prevailing industry standards or as reasonably requested by Vonage.

5. Audit. Retailer shall maintain a complete audit trail of all transactions and activities associated with Personal Information. Upon reasonable notice to Retailer, Retailer shall permit Vonage, its auditors and designated audit representatives, including auditors affiliated with the payment card industry, as well as data protection regulators to audit and inspect: (i) locations where Retailer stores or maintains Personal Information; (ii) any computerized systems used to share, disseminate or otherwise exchange Personal Information; and (iii) Retailer's Security Program. The audit and inspection rights hereunder shall be, at a minimum, for the purpose of verifying Retailer's compliance with this Agreement, the PCI Standards and all applicable laws. Upon notice to Retailer, Retailer shall assist and support Vonage in the event of an investigation by a regulator, data protection regulator, a payment card network or similar authority, if and to the extent that such investigation relates to the Personal Information held by Retailer.

6. Disposal of Records. If Retailer disposes of any paper or electronic record containing Personal Information, Retailer shall do so by taking all reasonable steps to destroy the information by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the Personal Information in those records to make it unreadable, unreconstructable and indecipherable through any means. Upon request, Retailer will certify to Vonage that all forms of the requested Personal Information have been destroyed and will describe any exceptions.

7. Vonage Privacy Policy. Retailer agrees that it will abide by the limitations of any Vonage privacy policy ("**Privacy Policy**") published and as updated from time by Vonage at www.vonage.com. Any use or disclosure permitted by this Agreement shall be subject to such Privacy Policy. Any new or amended Privacy Policy shall not affect permitted uses and disclosures on which Retailer relied prior to receipt of such new or amended Privacy Policy.

8. Security Breach. Retailer shall notify Distributor promptly, and in any event as soon as reasonably possible (within no more than twenty-four (24) hours) after Retailer reasonably suspects that there has been or will be an unauthorized or accidental acquisition, destruction, modification, use, disclosure of or access to Personal Information or a breach or violation of this Agreement (which shall include any such breach caused by any employee, third party Retailer or subcontractor of a party) that, in Retailer's reasonable judgment, is likely to put any data, including any Personal Information, or network of Vonage at risk ("**Security Breach**"). Upon the occurrence of any Security Breach, (a) Retailer shall, as soon as practicable and at its sole expense, implement an action plan, which is subject to review and approval by Distributor and Vonage, to correct the Security Breach and prevent the continuation of such Security Breach, and shall promptly notify Vonage of the corrective action and measures taken and (b) Vonage may audit to determine whether the corrective action has been implemented and is effective. If there is any Security Breach relating to Personal Information under Retailer's control or the control of an entity with which Retailer has contracted, then Retailer shall pay the out of pocket expenses incurred by the parties in responding to the Security Breach, including paying the cost of notifying individuals that information about them was subject to a Security Breach. Unless otherwise required by Applicable Laws, Retailer shall not notify law enforcement, any individual or any other third party of any Security Breach without first consulting with, and obtaining permission of, Vonage, which shall not be unreasonably withheld or delayed. Any notice sent concerning a Security Breach shall be subject to the prior written approval of Vonage, which approval shall be procured by Distributor and shall not be unreasonably withheld or delayed. Retailer agrees that any Security Breach is serious and each of Distributor and Vonage may at its discretion immediately terminate Retailer's provision of goods and/or services under any or all agreements or arrangements between Retailer and Distributor without penalty, if a Security Breach occurs. Further, Retailer agrees to fully indemnify Distributor and Vonage for all costs, fees, penalties, claims or actions associated with any Security Breach within Retailer's control.

9. Security Reviews. Without limiting its other obligations set forth herein, Retailer, at the request of Vonage or to satisfy PCI Standards or data protection regulators, shall cause a Security Review of those of its systems that affect Vonage in connection with the Services ("**Security Review**") to be conducted at Vonage's request no more than once every twelve (12) months (except as provided in Section 9). The Security Review shall include: Retailer's facilities where Personal Information is stored or maintained; any computerized systems used to share, disseminate or otherwise exchange Personal Information; and Retailer's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The vulnerability scan portion of each Security Review shall be conducted by a nationally recognized third party engaged in the business of performing such vulnerability scans which shall be at the expense of Vonage, which expense shall be reimbursed by the Retailer if the Security Review reveals a material security risk. The remainder of each Security Review shall be conducted jointly by the parties and shall include a comprehensive review of vulnerabilities of Retailer's systems. At least thirty (30) days prior to each Security Review, the parties shall meet and consult reasonably and in good faith in an effort to agree on the minimum tests to be conducted in the Security Review. In the event that a Security Review reveals any material security exposures, Retailer shall take such actions as are reasonably necessary to correct such exposures, to Vonage's reasonable satisfaction, as promptly as is commercially reasonable, and Vonage may audit to determine whether the corrective action has been implemented and is effective.

11. No Rights to Personal Information. At no time shall Retailer acquire any ownership, license, rights or other interest in or to Personal Information, all of which shall, as between Vonage and Retailer, be and remain the proprietary information of Vonage.

12. Obligations upon Termination. Upon termination or expiration of this Agreement for any reason or upon Distributor's or Vonage's request, Retailer shall immediately cease handling any Personal Information and shall return in a manner and format reasonably requested by Vonage, or, if specifically

directed by Vonage, shall destroy, any or all Personal Information in Retailer's possession, power or control, in a manner consistent with Section 7 above. Upon Distributor's or Vonage's instruction to destroy or return Personal Information, all copies of Personal Information shall be permanently removed from Retailer's, its Retailers', subcontractors' or third parties' systems, records, archives and backups and all subsequent use of such Personal Information by Distributor, its Retailers, subcontractors or third parties shall cease.

3. REQUIREMENTS FOR IN-STORE CUSTOMER ACTIVATIONS (AS APPLICABLE)

Customer Activation Process Requirements.

- a. Retailer, including through its sales reps must “pre-qualify” all customers prior to activation of Vonage products and services. Prequalification requires that the customer must have a **credit/debit card, high speed internet access, and an email address. There are NO EXCEPTIONS.**
- b. Sales reps may manage the device sale in the Point of Sale system (i.e., a Retailer-owned computer with Internet access able to be used by a prospect to subscribe to Vonage service while in-store).
- c. Customers may activate their device before leaving the Event location or store. **As a condition of receiving an instant rebate covering part or all the cost of a device based on activation, Vonage service activation must be performed within the retail store. No rebate may be provided to customers who wish to activate service at home.** Before the subscriber is permitted to leave the store, they should successfully log on to their Vonage web account to confirm that their account has gotten to an Active status.
- d. Sales rep shall not hold or manipulate the keyboard or mouse during the activation process. PCI requirements dictate that the computer where the activation is being performed must be turned over to the customer so that they may enter their own credit card information, review all disclosures and agree to the Terms and Conditions of the subscription on their own. Sales reps may stand by and verbally assist the customer through this process, but the customer must be made aware that they are agreeing to certain terms and conditions that will appear on the screen. Sales reps may not copy, memorize, handle or accept the credit/debit information or input credit/debit card information on the customer’s behalf. Violation of these requirements (including the handling or direct access to customer credit/debit card information) will subject Retailer to up to a \$2,500 fine against commissions per violation. Retailer is only permitted to sell accounts activated by credit/debit cards. Unless done through a debit card, Retailer is not permitted to sell accounts that are activated using a checking account.
- e. Upon completion of a sale in the POS system, the customer must (electronically) sign an agreement, which will serve as proof that they were verbally told the terms of service contained in that contract. Vonage will be responsible for ensuring that the terms of service on the internal POS contract is up to date with the most recent terms of service required by Vonage. Retailer will not be responsible for updating terms of service in this Agreement.
- f. Any reasonably substantiated violation of this Section is a material breach of the Agreement.
- g. All sales reps must “pre-qualify” all customers prior to activation of Vonage products and services. Prequalification requires that the customer must have a ***credit/debit card, high speed internet access, and an email address. There are NO EXCEPTIONS.***
- h. Sales reps may manage the device sale in the Point of Sale system (i.e., a Retailer-owned computer with Internet access able to be used by a prospect to subscribe to Vonage service while in-store).
- i. However, Sales reps may not themselves sign up for, and activate Vonage service on behalf of the customer. The customer must at all times review and implement the Vonage online service

subscription process and provide personally identifiable information and respond to requests for agreement or acknowledgement.

- j. Customers may activate their device before leaving the store. **As a condition of receiving an instant rebate covering part or all the cost of a device based on activation, Vonage activation must be performed within the retail store. No rebate may be provided to customers who wish to activate service at home.** Before the subscriber is permitted to leave the store, they should successfully log on to their Vonage web account to confirm that their account has gotten to an Active status.
- k. Sales rep shall not manipulate the keyboard or mouse during the activation process. The computer where the activation is being performed must be turned over to the customer so that they may enter their own credit card information and agree to the Terms and Conditions of the subscription on their own. Sales reps may stand by and verbally assist the customer through this process, but the customer must be made aware that they are agreeing to certain terms and conditions that will appear on the screen.
- l. Sales reps may not copy, memorize, handle or accept the credit/debit information or input credit/debit card information on the customer's behalf. Unless done through a debit card, you are not permitted to sell accounts that are activated using a checking account.
- m. Upon completion of a sale in the POS system, the customer must (electronically) sign an agreement, which will serve as proof that they were verbally told the terms of service contained in that contract.

4. EMPLOYEE/RETAILER ACKNOWLEDGEMENT

As a condition of being assigned (or continuing to be assigned) to the Vonage account, Retailer will cause each employee or permitted Retailer to sign the attached Employee/Retailer Acknowledgement (or other form consistent with the attached and approved by Vonage) and retain such forms in its records. To verify such compliance, such records shall be subject to audit pursuant to Section 5 of the Agreement.

EMPLOYEE/RETAILER ACKNOWLEDGEMENT

In consideration of and connection with my imminent or continued assignment to the Vonage account by _____ [insert name of Retailer] (“Company”) and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I acknowledge and agree to the following:

1. My services and granted rights by Company to market and sell Vonage products and services are intended to benefit the Company and Vonage Holdings Corp. and its subsidiaries.
2. I understand that Vonage values and protects its customers, goodwill, name and trademarks and business.
3. I have read, understand and agree to comply with the terms of the Vonage Integrity Program.
4. I understand that I may not myself activate Vonage accounts; each customer must activate their own Vonage account on any computer or other device made available to them to do so.
5. I understand and agree that I may not use my or another’s (other than the Vonage customer prospect) credit cards, debit cards or other payment methods to activate customer accounts. Promotional gift cards may be offered and provided to offset the customer’s expense, provided that such gift card may not itself be used to by me or the customer to activate the account.
6. I understand and agree that I may only communicate and distribute information about Vonage and its products and services authorized by documentation confirmed to me to have been approved by Vonage.
7. I may not use Vonage Confidential Information or the information of any Vonage customer or customer prospect for any unauthorized purpose.
8. I acknowledge and agree that I MAY NOT AND WILL NOT (OR CAUSE OR ENCOURAGE OTHERS TO):
 - a. Request, obtain, retain, use, disclose, memorize, email, text or distribute any Vonage customer or prospect personally identifiable information (including, without limitation, name, address, telephone number, address or email address) or payment method information (including, without limitation, checks, credit cards, debit cards), account number or product MAC ID except to implement those duties and responsibilities falling strictly within the scope of my responsibilities authorized by Company and under Company’s contract with Vonage;
 - b. create, or cause others (other than the Vonage customer prospects) to establish or create, Vonage accounts in another’s name or using another’s information;
 - c. permit the creation of an account without confirming with the customer that the customer has high speed internet access, a rechargeable credit or debit card AND a valid email address;
 - d. create or use Vonage accounts for resale or usage of Vonage services, to or by others;
 - e. offer to accept, or accept cash or other payments for activation of accounts, use of or access to Vonage service under any account (other than compensation paid by Retailer or to an employee or Retailer);
 - f. impersonate, or cause another to impersonate a prospect or customer of Vonage;
 - g. cause or influence others to create and/or terminate Vonage accounts for the primary purpose of generating commissions or other compensation for myself or Company;

- h. implement, permit, allow, encourage the use of one-time prepaid payment methods cards for the purchase of services, or other form of payment which does not have the ability to be charged on a recurring basis;
- i. request or use a Vonage prospect's customer's personal information (including name, address, email address, PIN and/or payment method information) to create an account or make changes to any existing account;
- j. engage or retain another person or entity to engage in any email marketing or telesales (including, without limitation, lead generation) to offer or sell Vonage products and services or otherwise engage in any unauthorized activity designed to generate Vonage-related commissions or bounties;
- k. engage in, commit, or encourage another to commit any act of fraud, dishonesty;
- l. deliberately violate Company Policies, including those pertaining to Vonage or issued by Vonage for the purpose of doing business with Company;
- m. discourage, interfere with or deter a prospect or customer from reading and understanding the Vonage Terms of Service or any claims and disclosures associated with the purchase and sale of Vonage products and services;
- n. conduct any Vonage customer support, address account-related activities or otherwise maintain a Vonage-related relationship with a Vonage subscriber other than to address a return of a device purchased from the Retail location; all inquiries or requests for support must be directed to Vonage at www.vonage.com or its customer service numbers at www.vonage.com;
- o. undertake installation activity or demonstration of Vonage devices or Vonage service for any Vonage customer *outside* the retail or event location.
- p. induce, encourage or mislead a customer to activate multiple accounts during the same transaction for a new account (if adding additional lines to the new account through Vonage Customer Care would equally serve the customer) for the purposes of generating additional commissions.
- q. perform any action outside the scope of my authority.
- r. I understand and agree that Vonage is not my employer, is not responsible for my compensation, benefits or other attributes of employment. I will not contact, or make any claim against Vonage with respect to any matter related to my employment by Company.
- s. I understand and agree that acts or omissions in violation of any of the foregoing and the requirements on Exhibit A will likely cause material monetary and certain immeasurable harm to my employer, to Vonage and Vonage customers. Furthermore, my acts or omissions in violation of any of the foregoing and the requirements on Exhibit A may subject me to removal from services for Vonage as well as termination of my employment or my contract with Company.

EMPLOYEE/ CONTRACTOR

SIGNATURE : _____

PRINT NAME: _____

5. ADDITIONAL REQUIREMENTS/PROHIBITIONS/LIMITATIONS

- a. Company shall ensure that Vonage point-of-sale materials are distributed within its stores that sell Products and will work with Vonage to ensure that Company's websites contain adequate descriptions of Products and Services or links to such materials as is reasonably necessary for the purchase and use of the Products and Services.
- b. Company shall only sell or offer to sell the Products that Company currently has in inventory or that have been ordered from Vonage and which order has been accepted by Vonage as available for delivery to Company, unless Company has received prior written authorization from Vonage.
- c. With respect to online marketing, Company may not bid on any Vonage Marks or key words associated with Vonage Products or Vonage Services without Vonage's prior written consent.
- d. Company may not conduct any inbound or outbound telesales of Vonage Products or Vonage Services. Any telesales activity is prohibited and outside the scope of this Agreement. Telesales activities must be authorized by Vonage under a separate agreement. This includes, without limitation, lead generation, referral and cold calling with respect to Vonage products and services.
- e. With prior written notice to Vonage, Company may sell Products to end users over the Internet via Company's proprietary website, provided that such sales are made through a secure, PCI compliant website that provides Product information, Product availability, Product order status, and Product order placement. All Vonage-related advertising must be pre-approved by Vonage and comply with provided Vonage disclosure guidelines.
- f. Upon termination of any Retailer's authority to market Vonage products, Retailer shall deliver back to Distributor all Vonage devices in its inventory within 30 days of such termination. Failure to do so will render such devices as inventory losses for which Retailer is accountable.