



Order

Service Agreement

This agreement dated on 12 day of JULY, 2016, by and between THE WARRASTY GROUP, INC. having its office at 175 W JACKSON AVE, CHICAGO, IL herein represented by its authorized representative Mr/Ms ROBERT BEAN hereinafter referred to as the "**Client**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **ONE PART**

And

Thomson Data LLC, having its office at 4512 Legacy Drive, Suite 100 Plano, TX 75024 herein represented by its authorized representative and Account Manager- Mr. George Mathews (hereinafter referred as "**Thomson Data**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **OTHER PART**.

Solution provided by Thomson Data

Custom list building solution

Providing custom list or customer profiling service as per clients' target criteria. The custom list will have company name, contact name, phone number, address, industry/SIC code, NAICS code, revenue/employee size, email address, Linked-In profile (optional). The list will be delivered in excel or access as per Clients' convenience.

Requirements:

1. Purchase of unique contacts after deduping CLIENTS FILE against Thomson Data's file: Total unique contacts-15,240 contacts-Refer page 4 and 5 for target criteria and counts and Companies that Client have in their file, where Client don't have the contact records, but Thomson Data have the contacts-Total available contacts-390 (Thomson Data haven't taken any Credit unions from the ACCOUNTS FILE shared by Client)-While delivering the file, Populate "new" to these records
2. Data cleansing-Updating the CONTACTS FILE shared by Client. -In the file, all the updated records needs to be flagged as updated
3. Inactive contacts in CONTACTS FILE, those contacts have to be flagged as "inactive"
Total number of contacts for data cleansing-5,175

Total new contacts: 15,630

Total contacts for data cleansing and updating: 5,175

Package details:

SI	Package Details	Price
1	Custom list building without Linked-in profiles- Custom list will have company name, contact name, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size. Total of 15,630 contacts	USD 15,270



2	Data cleansing and updating work- Cleansing of the contact information (contact name, job title, mailing address, phone number, fax number, email address, mobile number) Dual verification procedure-Manual verification and all the emails will be checked through Thomson Data's proprietary software for deliverability Total of 5,175 contacts	USD 6,469
	TOTAL	USD 21,739

Terms and Conditions

The Client and Thomson Data shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Thomson Data is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Thomson Data for the purpose engaging the latter to provide to the Client the services offered by Thomson Data and Thomson Data has agreed to provide such services to the Client;

AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. FEES: Client will make upfront payment to Thomson Data based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database.

2. Data De-Dupe: The client agrees to send the data required for performing the de-dupe process.

3. Confidentiality: Thomson Data hereby agrees to keep all information provided by the client confidential and will use the data only for the purpose of carrying out the data services (appending/ de-duplication/data cleansing)

4. Record accuracy: Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Thomson Data gives 85%+ accuracy guarantee and 85%+ Delivery guarantee on emails. Thomson Data guarantees a replacement for any inaccurate data and undeliverable (only hard bounce) emails beyond this limit if returned within 30 days from the date of delivery of the marketing data file. In case Thomson Data doesn't have records to replace, Client can expand the criteria and get the replacements.

5. Deployment of campaign: Thomson Data needs an approval to run the campaign from Client 5 days in advance

6. Delivery of file/service: Delivery of the file/service within 15 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc)

7. Indemnity: Either party here by agrees to indemnify, defend and hold harmless the other, it's agents, trustees and employees from any and all liability, loss, damage and expenses (Including, but not limited to attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against



the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.

8. Dispute Resolution

8.1: In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.

8.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Irving, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

Business Communication:

All communications between the parties will be carried out through the following designated coordinators:

Business Coordination			
For Thomson Data LLC		For Client	
Name	George Mathews	Name	Bob Bean
Title	Senior Account Manager	Title	VP Marketing
Address	4512 Legacy Drive, Suite 100 Plano, TX 75024	Address	175 W Jackson Blvd, 11 th Floor, Chicago, IL60604
Phone	713-489-3769	Phone	312-356-2510
Fax		Fax	
Email	george@thomsondata.com	Email	Robert.bean@thewarrantygroup.com

Accepted By:

 Signature Date 7 th July 2016	 Signature Date 7/12/16
Name: George Mathews Title: Senior Account Manager Thomson Data LLC	Name: ROBERT BEAN Title: VICE PRESIDENT OF MARKETING Client: THE WARRANTY GROUP

Target criteria: 1
Revenue: USD 500 million+

2512	Upholstered Household Furniture	3873	Watches, Clocks, Watchcases, and Parts
2514	Metal Household Furniture	3944	Games, Toys, and Children's Vehicles
2515	Mattresses and Bedsprings	3949	Sporting and athletic Goods, Nec
2519	Household Furniture, Nec	4813	Telephone Communication, Except Radio
2599	Furniture and Fixtures, Nec	4841	Cable and Other Pay Television Services
3523	Farm Machinery and Equipment	4899	Communication Services, Nec
3524	Lawn and Garden Equipment	4911	Electric Services
3546	Power-driven Handtools	4923	Gas Transmission and Distribution
3571	Electronic Computers	4924	Natural Gas Distribution
3572	Computer Storage Devices	4931	Electric and Other Services Combined
3575	Computer Terminals	4939	Combination Utilities, Nec
3579	Office Machines, Nec	4941	Water Supply
3585	Refrigeration and Heating Equipment	5012	Automobiles and Other Motor Vehicles
3621	Motors and Generators	5251	Hardware Stores
3631	Household Cooking Equipment	5271	Mobile Home Dealers
3632	Household Refrigerators and Freezers	5311	Department Stores
3633	Household Laundry Equipment	5331	Variety Stores
3634	Electric Housewares and Fans	5712	Furniture Stores
3635	Household Vacuum Cleaners	5722	Household Appliance Stores
3639	Household Appliances, Nec	5731	Radio, Television, and Electronic Stores
3651	Household Audio and Video Equipment	5734	Computer and Software Stores
3661	Telephone and Telegraph Apparatus	5941	Sporting Goods and Bicycle Shops
3663	Radio and T.v. Communications Equipment	5946	Camera and Photographic Supply Stores
3711	Motor Vehicles and Car Bodies	5995	Optical Goods Stores
3716	Motor Homes	6021	National Commercial Banks
3732	Boatbuilding and Repairing	6022	State Commercial Banks
3751	Motorcycles, Bicycles, and Parts	6029	Commercial Banks, Nec
3792	Travel Trailers and Campers	6712	Bank Holding Companies
3861	Photographic Equipment and Supplies		

USA	2900	Greece	10	India	272
Brazil	320	Ukraine	31	Indonesia	91
Colombia	161	Switzerland	112	South Korea	6
Argentina	88	Austria	77	Singapore	110
Peru	66	Russia	147	Thailand	29
Chile	48	Poland	31	Australia	280
Ecuador	8	Romania	7	New Zealand	83
Bolivia	5	Belgium	52	Netherlands	60
UK	2050	Greece	22	Portugal	52
France	230	Denmark	95	Finland	31
Germany	480	Ireland	30	Other European countries and Asian countries	350



Italy	153	China	2748	Japan	255
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Total: 11,490 contacts (5,579 companies)

Target criteria: 2

Revenue: \$60 million +
SIC codes: 5511, 5561, 5571

Brazil	20
Argentina	45
France	1050
Germany	235
Italy	550
Russia	30
Belgium	205
Denmark	76
Ireland	18
China	55
India	12
Japan	210
Australia	290
Netherlands	35
Portugal	46
Finland	30
Other European countries and Asian countries	843

Total: 3,750 contacts (2,950 companies)