



ATTACHMENT C

AGENT'S LIMITED AUTHORITY

This Attachment sets forth the requirements of Agent to replenish Prepay Service Accounts, add value to EasyPay accounts, and accept Postpay Customer's bill payments through UDC.

Definitions

Affiliate means, with respect to a party to this Agreement, any Entity, that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such party.

Area means the MSAs, RSAs, MTAs and BTAs specified in Exhibits [A and A-1] within which VZW has regulatory authority or is otherwise authorized to provide Service and within which Agent is authorized to sell Prepay Service on behalf of UDC.

Authorized Agent Locations means an Agent Location identified on Exhibit [A-2] and such other Agent Locations as may be added from time to time within the Area.

Carrier means an Entity (other than VZW) licensed by the FCC to offer Service through the use of licensed Facilities.

Collateral means the documentation provided by VZW for presentation to a Subscriber or potential Subscriber which may contain terms and conditions and other information relevant to Prepay Services, including but not limited to, point of sale material, and sales brochures.

Compensation means the compensation or any payment Agent receives pursuant to this Contract.

Confidential Information means the terms and conditions of this Contract, account information and any other business information of the disclosing party (including any VZW confidential information) disclosed either directly or indirectly, whether in oral form, or in written, graphic or electronic form, which is confidential or proprietary, including, without limitation, firmware, source code, object code, software tools, designs, schematics, plans, formulas, know-how, Equipment information, Subscriber information, Subscriber lists, markets, inventions, processes, technology or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plans, or financial or personnel materials, products, future products, product plans, services, sales, training materials, the identity of or information concerning suppliers, employees, or investors.

Equipment mean mobile or portable telephones and data communications devices, and any other wireless or similar devices, including wireless modems (a/k/a PC cards) and modules and personal communications devices, and accessories, used in conjunction with or in order to utilize the Service.

Facilities means the telecommunications switching equipment, cell site transceiver equipment, and other equipment maintained, expanded, modified, or replaced by VZW or a Carrier to provide Service.

Licensed Marks shall mean those Marks that VZW, in its sole discretion, has authorized UDC to sublicense to Agent as set forth on Exhibit [H], which are subject to change upon notice.

Agent Location means those retail stores owned and/or operated by Agent open for business from time to time.

Marks means all decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered or unregistered, which

VZW or its Affiliates own or are licensed or sub-licensed to use in connection with VZW Service or Equipment relating to VZW Service.

MDN means the mobile directory number that is received from the North American Numbering Plan Administration ("NANPA") for the purpose of receiving calls from the PSTN. It is a telephone number ("NPA-NXX-XXXX") used to access Service and is assigned to a unit of Equipment.

MIN means the mobile identification number, which is announced to Carriers for the purposes of providing Service and processing calls on the Facilities of VZW or a Carrier. A MIN is paired with an MDN for the purposes of receiving calls from the PSTN.

NAM means the number assignment module found in a unit of Equipment.

Number means the MIN and MDN used to provide access to the Service.

Postpay Service(s) means VZW's Service (voice and data) for which (after Activation and on an ongoing basis) a Subscriber is billed in advance for access fees and required to pay for usage only after using such Service.

Prepay Service(s) means VZW Service (voice and data) paid for in advance by a Subscriber at the time of Activation or redemption of a PIN, Card or through some other method approved by VZW, as applicable, in order to access and use such Prepay Service.

Reseller means any Entity that resells the Service of VZW or a Carrier.

Service(s) means wireless service provided pursuant to licenses issued by the FCC pursuant to the FCC's rules and all voice and data services reasonably ancillary thereto.

Subscriber means the ultimate user of VZW Service provided by or through VZW. Subscriber purchases VZW Service from VZW and is responsible for payment of charges to VZW. Each Number is deemed to be a separate Subscriber.

Subscriber Information means all non-public information concerning Subscribers including, without limitation, the Numbers, Prepay Service account information and Prepay Service usage that Agent may obtain from any source in the course of performance of this Agreement, including any information of a confidential or proprietary nature received by Agent, directly or indirectly, from VZW, or acquired or developed pursuant to the provision of Prepay Service to Subscribers. "Non-public information" does not include the Subscriber's name, address and landline telephone number and other telephone numbers, provided that such other telephone numbers are not Numbers.

Agent means for the purposes of this Agreement, when used in connection with the grant of rights from UDC under this Agreement, the Entity who is contracting under this Contract and, to the extent that such term is used herein to describe required conduct or to obligate Agent, the term shall also include any employee, principal, officer, or agent, partnership or officer of such Entity, and shall correspondingly create an obligation on the part of Agent to bind such other Entity accordingly.

Telemarketing means the initiation of a telephone call or message to any current, former or prospective Subscriber that includes as its sole or partial purpose the encouragement of the purchase of VZW Service or of Equipment to be used in connection with such Service.

VZW means Verizon Wireless.

VZW Contract means the agreement between UDC and VZW authorizing UDC to market, offer and sell Prepay Services and accept bill payments from Postpay Subscribers.

VZW Agent means any Entity that VZW has authorized to directly or indirectly market Prepay Service on its behalf.

VZW Service(s) means the Service offered by VZW in the Area.

Provisions concerning Agent's limited authority with respect to Prepay Services and acceptance of Postpay bill payments:

a) Agent shall market and sell Prepay Service and accept Postpay bill payments in compliance with all federal, state and local laws, the VZW Compliance and Clear Disclosure Guidelines attached as Attachment C to this Contract and all VZW processes and procedures, including, but, not limited to, Subscriber receipt requirements. Agent, at its expense, shall train its salespersons in the sale of Prepay Service and acceptance of Postpay bill payments from Subscribers and shall require all of its customer facing personnel to successfully complete any VZW required training, within the timeframes and at the

frequency reasonably established by VZW. Agent shall successfully complete training certification on new Prepay Services prior to offering for sale such Prepay Services. Agent shall maintain records of the VZW training completed by its customer-facing personnel and shall provide UDC with written confirmation of its ongoing compliance with this subsection.

b) During the term, and any extended term, of this Contract, (and for subsection b) (1) for a period of two (2) years after the termination of this Contract for any reason), neither Agent, nor any of its Affiliates, employees, or agents shall:

(1) directly or indirectly induce, influence, or suggest that any user or prospective user of Services purchase Prepay Services from, or contract with, any other VZW Agent, VZW Reseller, or other representative of VZW;

(2) directly or indirectly induce, influence, or suggest that any Subscriber purchase Services from, or contract with, any Carrier or Reseller, or any agent or other representative of either;

(3) share Compensation with any other VZW Agent or VZW Reseller or with any agent or other representative of any Carrier or Reseller; or

(4) solicit or enter into any agreement with any VZW Agent or VZW Reseller or with any agent, or other representative of any Carrier or Reseller that interferes with or alters VZW's relationship with Agent, other VZW Agents or VZW Resellers.

c) Agent shall inform Subscribers that VZW's obligations to Subscriber are only those set forth in the agreement for Prepay Service between VZW and Subscriber. Agent shall not represent or promise that Subscribers or potential Subscribers shall be charged for Prepay Service at any rate other than those established by VZW for which Subscriber is eligible in VZW's sole discretion. Agent shall not impose any type of fees for Prepay Service on a Subscriber (including, but not limited to, unauthorized deposits on credit cards, or fees), via separate contract or otherwise, other than those provided for by VZW as part of VZW's business processes and procedures.

d) Agent understands, acknowledges and agrees that Subscribers are customers of VZW, and Agent does not have and shall not acquire any property interest or exclusive rights in Subscribers that purchase Prepay Service or make payments on their Postpay accounts through Agent. Subscriber Information shall be considered VZW Confidential Information, not be deemed excluded under any provision of this Contract, and Agent shall keep all Subscriber Information confidential and shall not disclose it to any third party or use it for its own benefit, or for the benefit of any third party, at any time during or after the term.

e) Agent shall not, without VZW's prior written consent, disclose to any third party any Confidential Information provided to Agent by VZW, whether directly or indirectly though UDC.

f) UDC grants Agent a limited license to use the Licensed Marks, subject to the following terms. All advertising or promotional material prepared by Agent using the VZW name, the Licensed Marks, or any language from which any of the Marks may be inferred or implied, shall be submitted to UDC who shall obtain VZW's written approval before publication. Agent may use sales materials prepared or distributed by VZW.

g) VZW is not a party to this Contract and VZW shall have no obligations or liability, contractual or otherwise, to Agent. Agent acknowledges and agrees that it is not intended to be, and shall not be deemed, a third-party beneficiary of the VZW Contract.

h) Any controversy or claim that may arise between Agent and UDC that relates to this Contract, or any prior or future contract between UDC and Agent shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the Wireless Industry Association Rules of the AAA, and judgment on the award

rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration requirement shall apply to and be for the benefit of VZW as an intended third-party beneficiary in the event a dispute may arise between Agent and UDC that involves any dispute with, or claim against, VZW. Agent and UDC recognize that this Contract involves interstate commerce and is subject to the Federal Arbitration Act.

i) UDC shall not be liable to Agent for any consequential, incidental, indirect, punitive, special, treble or enhanced damages, including but not limited to lost profits, lost business, diminution in value of business, or other commercial or economic loss, whether such damages are claimed for breach of contract, negligence or otherwise, and whether or not UDC has been advised of the possibility of such damages, unless applicable law forbids a waiver of any such damages. This limitation of liability applicable to UDC also shall apply to, and be for the benefit of, VZW as an intended third-party beneficiary of this Contract in the event a dispute may arise between Agent and UDC that involves any dispute with or claim against VZW.

l) Agent shall not transmit to a Number any unsolicited or unauthorized commercial material, including, but not limited to, advertising, promotional materials, “junk mail,” “SPAM,” chain letters, pyramid schemes, or other undesirable material.

m) No service performed by Agent pursuant to this Contract shall be provided, directed, controlled, supervised, or managed, and no Subscriber Information relating to any such service shall be stored or transmitted, at, in, or through a site located outside of the United States. Agent further represents, warrants and covenants that it will not use, or allow the use, outside of the United States of any user identifications and passwords assigned to it for access to the Subscriber Information.

n) Agent shall not assign or delegate to any Entity any rights or obligations that Agent has under this Contract with respect to the offer, sale, or marketing of Prepay Service to any Entity.

o) Agent shall not advertise, solicit, or consummate any sale of Prepay Service through (a) any e-commerce functionality, including, but not limited to, a website operated directly or indirectly by Agent, or (b) Telemarketing. Agent may post on a website maintained by or for Agent only the following information: that Agent is authorized to sell Prepay Service and accept Postpay bill payments, the address(es), phone numbers and hours of operation of the Agent Location(s) and the VZW approved logo identifying Agent as authorized to sell Prepay Service .

p) Agent understands, acknowledges and agrees that VZW shall have the right, in its sole discretion, to approve, reject or rescind its approval of Agent and to revoke the authority of Agent to offer, sell and market Prepay Service and accept Postpay bill payments in any portion or all of the Area immediately upon written notice to UDC.

q) Agent represents and warrants:

(1) the execution, delivery and/or performance of this Contract will not conflict with or result in any breach of any provision of the charter or by-laws of Agent or any agreement, contract, or legally binding commitment or arrangement to which Agent is a party;

(2) Agent is not subject to any limitation or restriction (including, without limitation, noncompetition/exclusivity, and confidentiality arrangements) which would prohibit, restrict or impede the performance of any of Agent’s obligations under this Contract; and

(3) Neither Agent nor its Affiliates are contractually prohibited, under an existing/expired/terminated contract, from promoting Prepay Service, accepting Postpay bill payments, or representing VZW.

5. In the event a Subagent submits to VZW a written request to enter into a direct contractual relationship with VZW, VZW may consider such request and/or enter into a direct contract with such Subagent, subject to the following: VZW has received written confirmation that Subagent provided written notice to UDC of its request to enter into a direct contract with VZW and at least thirty (30) days has expired from such notice and UDC has not objected in writing to VZW and the Subagent. If UDC objects and UDC and Subagent are unable to resolve their outstanding disputes or otherwise agree, VZW may nevertheless enter into a direct contract with such Subagent without incurring any liability to UDC as a result of entering into such agreement.

1. While having the rights of an intended third-party beneficiary to the extent set forth in this Exhibit, VZW shall not be considered a party to any contract or contracts between UDC and Agent and VZW shall have no obligations or liabilities under any such contracts.

Acknowledged and accepted:

Signer #1

Initials _____

Signer #2

Initials _____



ATTACHMENT D
VERIZON WIRELESS
CONSUMER CLEAR DISCLOSURE
POLICY & GUIDELINES
August 2005

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I. CONSUMER CLEAR DISCLOSURE POLICY

Verizon Wireless follows an uncompromising Consumer Clear Disclosure Policy. We will fully, clearly and directly inform consumers of the terms and conditions of our services. The Consumer Clear Disclosure Policy applies to all agent communications, related to Verizon Wireless Service, with consumers, including print, radio, television and Internet advertising, point of sale materials and processes, and oral communications by agent's sales representatives.

It is imperative that consumers know their rights and obligations in connection with Verizon Wireless service. The following guidelines must be followed at all times:

- All communications with customers related to Verizon Wireless Service must be truthful and accurate. Communications must not be false, misleading or have a tendency to deceive. All claims must be substantiated in advance of communication or publication.

- All terms and conditions of Verizon Wireless Service must be disclosed. Specifically, Verizon Wireless and our agents must clearly inform consumers about the nature and amount of included allowance minutes and the hours and coverage area in which they can be used, minimum contract term, and return policy. We must also clearly disclose all charges associated with our offers, including, when applicable, activation fees, monthly access fees, home, roaming and long distance rates, anytime and night & weekend per minute rates, early termination fees, charges associated with any returns, usage charges associated with included features and optional services, any extra charges (like the Federal Universal Service Charge, Regulatory Charges, other Verizon Wireless surcharges), and governmental taxes and fees. There will be no "hidden" charges.

- No advertising, sales materials, or other customer-facing materials related to Verizon Wireless Service should be published without the prior approval of Verizon Wireless or its designee.

Verizon Wireless' Consumer Clear Disclosure Policy also serves to advance the requirements of Verizon Wireless' implementation of the CTIA Consumer Code for Wireless Service and the July 21, 2004 Assurance of Voluntary Compliance entered into between Verizon Wireless and the attorneys general of 33 states ("AVC").

II. CONSUMER CLEAR DISCLOSURE GUIDELINES

Verizon Wireless' Consumer Clear Disclosure Guidelines serve as a framework to outline many legal aspects of communications with consumers. They are not all-inclusive, however, and do not contain rules and regulations that apply to every situation. The typical consumer is an individual who may be generally familiar with wireless service and the following key attributes of such service:

- (i) For a fixed monthly access fee, a customer receives an allowance of minutes to be used within some geographic area;
- (ii) Usage outside that area ("roaming"), or beyond the monthly allowance, is charged at a higher per-minute rate;
- (iii) Customers are generally required to commit to purchase service for a fixed term (generally 1 or 2 years); and
- (iv) There is a fee associated with terminating service before the end of that term.

The typical consumer, however, without detailed explanation, has very little or no understanding of the nuances of any of Verizon Wireless' offers or promotions.

The information about Verizon Wireless products and services that the typical consumer will expect to receive depends on the nature of the communication, and the medium used. For example, the typical consumer viewing a billboard displaying a Verizon Wireless branding message (e.g., "Join in with Verizon Wireless") will not expect to receive any additional information about our products and services. In contrast, however, the typical consumer activating Verizon Wireless service for the first time in an agent's location will expect to receive all of the terms and conditions of the service, and to have the key terms specifically highlighted by the sales representative.

While the nature and amount of information that must be disclosed may vary depending on the context, it is *NEVER* appropriate to provide inaccurate information, or fail to provide material information, the disclosure of which is necessary to prevent the information that was provided from being misleading. Verizon Wireless does not edit or withhold information from customers, we educate them and we expect our agents to do the same.

We have an excellent reputation, are seen as #1 by the public, and are the leader in the wireless industry. It is a business imperative that we maintain that credibility and reputation.

III. GENERAL ADVERTISING RULES

USE OF THE WORD "FREE"

The use of the word "free" is a powerful marketing tool that calls the customer to action. The use of the word has been the subject of a large amount of litigation and regulatory enforcement proceedings. As a result, the word "free" is subject to very specific guidelines, and is covered by the AVC and the CTIA Consumer Code. Consumer advocacy groups and regulators monitor and scrutinize the use of the word "free," since it is so prevalent as an enticement to the customer.

- *Disclose All Material Restrictions and Conditions*

When a free offer is made, all applicable terms, conditions, and obligations upon which receipt and retention of the free item are contingent should be set forth clearly and conspicuously at the outset of the offer, in close proximity to the use of the word "free". Disclosure of the terms in a footnote is not regarded as making disclosure at the outset, even if an * or other symbol is used.

- *Definition of "Regular Price"*

The word "free" means that the customer is paying nothing for the "free" item. If the consumer can only get the "free" item by buying something else (e.g., as part of a "Buy One, Get One Free" offer), then you cannot charge more than the regular price for the purchased item. The term "regular" is defined as follows:

The price, in the same quantity, quality, and with the same service, at which the seller or advertiser of the product or service has openly and actively sold the product or service in the geographic market or trade area in which he is making a "free" or similar offer in the most recent and regular course of business for a reasonably substantial period of time, *i.e.*, a 30-day period. For consumer products or services that fluctuate in price, the "regular" price shall be the lowest price at which any substantial sales were made during the aforesaid 30-day period.

Thus, you may not increase the price, lower the quantity, nor reduce the quality of the purchased item when advertising the other item as "free." For example, if you are regularly selling an LG 6000 for \$69.99, you cannot also promote "Buy 1 LG 6000 at \$79.99 and get one free." In this situation, the customer is paying \$10 more for the LG 6000 than he or she would have, and, thus, this would not be a true "free" offer.

- *Additional Guidance for Use of the Word "Free"*

- Do not use the term "free" if the item is always part of the transaction (e.g., long distance, Caller ID, etc.). In order to be free, the item must be something normally sold at a price and it must actually be free. Although there may not be a particular price associated with any individual item in a plan, bundle or package, the price for the bundle contemplates the total value offered. The components of a package or bundle are **included** in the price and should be

advertised as such (e.g., a \$49.99 America's Choice Plan "includes unlimited nights and weekends.").

- As a general guideline, a single product or a single kind of service should not be advertised as a free offer in a trade area for more than six months in any twelve-month period. At least thirty days should elapse before another such offer is promoted in the trade area. No more than three such offers should be made in the same area in any twelve-month period. In any twelve-month period, the offeror's sale in a trade area of the product promoted with a free offer should not exceed fifty percent of the total volume of its sales of the product.

- No "free" offer should be made in connection with the introduction of a new product or service offered for sale at a specified price unless the offeror expects, in good faith, to discontinue the offer after a limited time and to commence selling the product or service promoted, separately, at the same price at which it was promoted with the "free" offer.

- In such offers, no representation may be made that the price is for one item and that the other is "free" unless the offeror expects, in good faith, to discontinue the offer after a limited time and to commence selling the product or service promoted, separately, at the same price at which it was promoted with a "free" offer.

- Other terms that have the same meaning as the word "free" and triggering the same rules above include the following:

- o Gift
- o Buy 1- Get 1 Free
- o 2-for-1 Sale
- o 50% Off With Purchase of Two
- o 1 Cent Sale
- o Without Charge
- o Bonus
- o Complimentary

"ON SALE" CLAIMS

In order to promote equipment or accessories as being "on sale" or "special":

- The equipment must be sold at the "regular retail price" in the "recent, regular course of business."
- The "regular retail price" must not be inflated or exaggerated.
- The "recent, regular course of business" will mean the 30 consecutive days immediately preceding the offering of equipment at the promotional price.
- There must be a reasonable amount of sales of the equipment at the "regular retail price" during that time.
- The amount of price reduction in a sale must not be so insignificant as to be meaningless. It should be sufficiently large that the consumer, if he or she knew what it was, would believe that a genuine bargain or savings was being offered. A starting point of a reduction of ten percent is recommended.

"FREE TO PAY" OFFER

A "free to pay" offer means providing a product or service for free for an initial period, and then charging for it after the end of that initial period if the consumer does not take affirmative action to cancel before the end of the initial period (e.g., "Roadside Assistance free for two months, \$2.99/month thereafter"). In any "free to pay" offer, you must disclose, before the consumer is bound by an agreement with Verizon Wireless, the material terms and conditions of the free to pay offer clearly and conspicuously, including, if applicable:

- The fact that the consumer must cancel the free to pay offer in order to avoid being charged;
- The date or deadline and method by which the consumer must cancel to avoid being charged;
- and
- The cost of the good or service after the end of the initial "free" period.

IV CREATING ADVERTISING MATERIALS

- These Consumer Clear Disclosure Guidelines are designed to serve as a framework to outline the many legal aspects of your communications with consumers. As noted above, however, they are not all-inclusive and do not contain rules and regulations that apply to every situation. Before disseminating or publishing any advertising or other consumer-facing materials, please submit the material for approval to Verizon Wireless or its designee..

As noted above, all advertising and consumer-facing materials must be submitted to Verizon Wireless or its designee for review and approval.

Acknowledged and accepted:

Signer #1

Initials _____

Signer #2

Initials _____