

# Independent Contractor Request Form

## Manager Details

Request Date

Manager

Company

Location

Phone

Email Address

<b>Teleperformance RapidText</b>
<b>Burbank Office</b>

## Independent Contractor Details

IC First Name

IC Middle Name

IC Last Name

IC Phone

IC Primary Email


## Job details

Company

Department

Start Date

End Date

Pay Rate

Salary

<b>Teleperformance RapidText</b>

## Human Resources (FOR HR INTERNAL USE ONLY)

Received by

Received on

Filed on

Validated by

Validated on


## Exhibit "A"

### Services

#### TRANSCRIPTIONIST

This Exhibit "A" to the Independent Contractor Agreement describes the specific Services and deliverables to be provided by Contractor and the compensation for such Services and deliverables.

Please indicate the applicable department:

- Entertainment/General/Broadcast
  - Realtime
  - Offline Closed Captioning
  - Medical
  - Sales
  - Specialty Scripts
- 

**IF YOU CHECKED "ENTERTAINMENT/GENERAL/BROADCAST," PLEASE SEE THE BELOW SECTION:**

#### Services:

Transcribe digital audio/video files into text utilizing a format of Microsoft Word by using the TMS or similar software. QA/Proofread as needed.

#### Deliverables:

Turnaround time is 24 hours, for Entertainment and General. Turnaround time for Broadcast Department is 3 hours for the first 15-minutes segment of any show you are working on.

#### Compensation

\$0.07 per line for transcription and \$0.02 per line for QA. Lines are based on a 65-character count line. Please indicate on your invoice the type of work you performed, Department Name and the price per unit (line/page/call) for each job. **Invoices are due by 10 am, Pacific Time, on the next business day following the end of the pay period.**

If you perform work for different departments in one pay period, an invoice for each department must be submitted. Pay periods are the 1<sup>st</sup> – 15<sup>th</sup> and 16<sup>th</sup> through the last day of the month. Paydays are the 7<sup>th</sup> and the 22<sup>nd</sup> of each month. To reduce any administrative burdens, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at its option may make such payments to Contractor electronically.

TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, in its sole discretion, may from time to time audit Contractor's payment invoices for the purposes of evaluating the accuracy of Contractor's billing and invoicing.

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**IF YOU CHECKED “REALTIME,” PLEASE SEE THE BELOW SECTION:**

**Services:**

Realtime captioning for educational and broadcast assignments on an as-needed basis to the specifications detailed for each client. Services also include servicing accounts which especially request your services.

**Deliverables:**

Realtime caption file on request- Turnaround time is 24 hours or less of completed transcript after conclusion of even, if requested.

**Compensation**

Range of \$25 to \$100 per hour of captioning. For meetings canceled with less than 24 hours’ notice, Contractor will be paid for one hour at its agreed-upon hourly rate for the canceled session. This excludes classes which pay the amount of time scheduled and cancelled in less than the 24-hour time frame.

Please indicate on your invoice the type of work you performed, Department Name and the price per unit (line/page/call/hour) for each job. **Invoices are due by 10 am, Pacific Time, on the next business day following the end of the pay period.**

If you perform work for different departments in one pay period, an invoice for each department must be submitted. Pay periods for “Realtime” are the 11<sup>th</sup> – 25<sup>th</sup> and 26<sup>th</sup> – 10<sup>th</sup>. Paydays are the 7<sup>th</sup> and the 22<sup>nd</sup> of each month. To reduce any administrative burdens, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at its option may make such payments to Contractor electronically.

TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, in its sole discretion, may from time to time audit Contractor’s payment invoices for the purposes of evaluating the accuracy of Contractor’s billing and invoicing.

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**IF YOU CHECKED “OFFLINE CLOSED CAPTIONING,” PLEASE SEE THE BELOW SECTION:**

**Services:**

Provide closed captioning for the Offline Department.

**Deliverables:**

Turnaround time will be mutually agreed upon between Independent Contractor and Offline Management.

**Compensation**

Compensation varies per project. As a general rule, \$1.00 to \$2.00 per program minute for timed rollup and \$2.50 to \$3.00 per minute for pop-on placement. Independent Contractor pay is based on what the client pays TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.

Please indicate on your invoice the type of work you performed, Department Name and the price per unit (line/page/call/minute) for each job. **Invoices are due by 10 am, Pacific Time, on the next business day following the end of the pay period.**

If you perform work for different departments in one pay period, an invoice for each department must be submitted. Pay periods are the 1<sup>st</sup> – 15<sup>th</sup> and 16<sup>th</sup> through the last day of the month. Paydays are the 7<sup>th</sup> and the 22<sup>nd</sup> of each month. To reduce any administrative burdens, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at its option may make such payments to Contractor electronically.

TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, in its sole discretion, may from time to time audit Contractor’s payment invoices for the purposes of evaluating the accuracy of Contractor’s billing and invoicing.

**IF YOU CHECKED “MEDICAL TRANSCRIPTIONIST,” PLEASE SEE THE BELOW SECTION:**

**Services:**

Transcribe digital audio/video files into text utilizing the templates provided. Transcribing into MSWord by using the TMS or other production software as provided by client.

**Deliverables:**

Turnaround time is per account specifics or as requested by department supervisors. Turnaround times range from 1 hours to 48 hours depending on account.

**Compensation**

\$\_\_\_\_ per line for transcription. \$\_\_\_\_ per line for QA. Lines are based on a 65-character count line. Please indicate on your invoice the type of work you performed, Department Name and the price per unit (line/page/call) for each job. **Invoices are due by 10 am, Pacific Time, on the next business day following the end of the pay period.**

If you perform work for different departments in one pay period, an invoice for each department must be submitted. Pay periods are the 1<sup>st</sup> – 15<sup>th</sup> and 16<sup>th</sup> through the last day of the month. Paydays are the 7<sup>th</sup> and the 22<sup>nd</sup> of each month. To reduce any administrative burdens, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at its option may make such payments to Contractor electronically.

Starting Line Rates for New Independent Contractors

<u>Level</u>	<u>Accuracy %</u>	<u>Line Rates</u>
0	98.5% and above	\$0.075
1	95.5% to 98%	\$0.070
2	93.5% to 95%	\$0.065
3	Below 93.5%	\$0.060

\*\*Line rates may change, and may be dependent upon random and quarterly Quality Assurance reviews,

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**IF YOU CHECKED "SALES," PLEASE SEE THE BELOW SECTION:**

**Services:**

Contractor is a direct seller of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT products & services.

**Deliverables:**

Contractor will solicit new accounts in the Legal marketplace including police departments, probation departments and other legal and medical organizations and for transcription and/or captioning services in the educational and entertainment areas for both Offline and Realtime. Company is free to accept any such new accounts in its sole and absolute discretion. Contractor will attend trade shows occasionally as requested by Company and will be reimbursed sales expenses in accordance with Company sales expense policies.

**Compensation:**

Contractor is eligible to receive three (3) percent of Revenue payment actually received, net of set-off, by Company for invoiced products and service of Company from new accounts solicited by Contractor and accepted by Company for the first twelve (12) months of such accounts, two (2) percent for the second year during the Term of the Independent Contractor Agreement and one (1) per cent during the third year of the agreement. "Revenue" shall mean transcription or captioning revenue, or any other approved business as the case may be, invoiced each month under a client contract for the new accounts solicited by Contractor and accepted by Company, except that, Revenue shall not include cost reimbursements, offsets by clients, or any amounts received by Company from a client and applied to the payment of taxes.

TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, in its sole discretion, may from time to time audit Contractor's payment invoices for the purposes of evaluating the accuracy of Contractor's billing and invoicing.

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**IF YOU CHECKED "SPECIALTY SCRIPTS," PLEASE SEE THE BELOW SECTION:**

**Services:**

Create combined continuity and spotting lists for feature films and television shows and any other agreed-upon specialty scripts.

**Deliverables:**

Turnaround time TBD.

**Compensation:**

Pricing to be agreed upon before each job is assigned. Please indicate on your invoice the type of work you performed, Department Name and the price per unit (line/page/call) for each job. **Invoices are due by 10 am, Pacific Time, on the next business day following the end of the pay period.**

If you perform work for different departments in one pay period, an invoice for each department must be submitted. Pay periods are the 1<sup>st</sup> – 15<sup>th</sup> and 16<sup>th</sup> through the last day of the month. Paydays are the 7<sup>th</sup> and the 22<sup>nd</sup> of each month. To reduce any administrative burdens, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at its option may make such payments to Contractor electronically.

TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, in its sole discretion, may from time to time audit Contractor's payment invoices for the purposes of evaluating the accuracy of Contractor's billing and invoicing.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into between the individual whose signature appears below ("Contractor") and TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT., as of the date last set forth below (the "Effective Date").

### RECITALS

**WHEREAS**, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT is in the business of providing voice-to-text services; and

**WHEREAS**, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT desires to retain the services of Contractor to provide the services described in this Agreement; and

**WHEREAS**, Contractor represents and warrants that it is ready, willing and able, and possesses the requisite experience and expertise, to provide TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT with the services it requires, as an independent contractor and on a non-exclusive basis.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and Contractor (hereinafter sometimes referred to as the "Parties" or individually a "Party") agree as follows:

### AGREEMENT

**1. Services.** Contractor shall provide to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT those services and deliverables described in Exhibit "A" (the "Services, Deliverables and Compensation") (hereinafter collectively referred to as the "Services") attached hereto and incorporated herein by this reference.

**2. Performance of the Services.** Contractor represents and warrants that it possesses the necessary resources, skills, qualifications, licenses and permits required to perform the Services in a competent manner. Contractor shall provide TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT with copies of all licenses and permits required by Contractor to perform the Services and shall promptly notify TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT if, during the term of this Agreement, any of such licenses or permits are revoked, suspended, subjected to any form of disciplinary action or expire without being renewed in a timely manner.

**3. Term.** This Agreement shall commence on the date last set forth below and shall continue for a term of one (1) year. Unless earlier terminated in accordance with Section 12 below, this Agreement shall automatically renew for successive terms of one (1) year terms unless either Party gives the other Party at least fifteen (60) days' advance written notice of its intent to non-renew the Agreement.

**4. Independent Contractor Status.**

**4.1** It is expressly understood that Contractor shall perform the Services and other obligations under this Agreement as an independent contractor and not an agent or employee of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. Contractor shall be responsible for furnishing all equipment, tools, materials and supplies it deems necessary to fulfill its obligations hereunder and will not hold itself out as, or give any person reason to

believe that it is, an agent or employee of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. Contractor understands and agrees that it shall be treated as an independent contractor for federal and state tax filing purposes and will not be eligible for any benefits of any kind whatsoever provided by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT to its employees (e.g., health insurance, workers' compensation coverage, medical insurance, vacation pay, or any other employment benefits). Contractor will be responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid to Contractor under this Agreement. Contractor will indemnify TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and hold it harmless from any losses, penalties, or interest which it incurs by reason of Contractor's failure to pay Contractor's taxes when due.

**4.2** Contractor hereby represents and warrants that the following statements are true and correct and shall remain as such for so long as Contractor performs the Services and other obligations under this Agreement:

- (1) Contractor performs the Services under minimal supervision;
- (2) Contractor solicits assignment to projects;
- (3) Contractor sets its own hours and work schedule for performing the Services;
- (4) Contractor performs the Services at its own facilities;
- (5) Contractor supplies its own equipment, materials and tools, including a computer, in performing the Services;
- (6) Contractor is compensated on the basis of completed productions, and not by wages, salary or other similar method of compensation;
- (7) Contractor submits invoices upon the completion of productions prior to being compensated;
- (8) TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT does not hire, supervise or pay Contractor's assistants, if any; and
- (9) In Contractor's locality, services of the nature provided hereunder are typically performed by independent specialists with minimal supervision.

**5. Compensation.** Contractor will be compensated for the Services provided as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" will define the specific services to be provided by Contractor and the specific rate of pay for those services. Except as set forth in Exhibit "A" to this Agreement, Contractor will receive no other compensation for the Services under this Agreement.

**6. Set-Off; Damages.** TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall, at its option, have the right to set off against, or appropriate and apply to the payment or performance of any obligation, sum or amount owing at any time to it under this Agreement, all deposits, amounts, or balances held by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT for the account of Contractor, any amounts owed by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT to Contractor, and any sum TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT determines to be necessary to protect it against loss because of Contractor's breach of any of its material obligations, representations or warranties under this Agreement.

If Contractor breaches any obligation, representation or warranty under this Agreement, Contractor shall be held liable for any and all Claims arising out of or in connection with such breach.

**7. Reimbursement of Travel and Other Incidental Business Expenses.** TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT will not compensate Contractor for any travel time, of whatever nature, unless approved by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT in writing, in its sole and absolute discretion.

**8. Contractor's Regular Business Expenses.** Except as otherwise provided above, Contractor shall be responsible for all other expenses incurred by it in connection with the implementation and performance of its duties and obligations under this Agreement, including but not limited to, the expenses incurred in fulfilling its duties and



responsibilities hereunder; costs and expenses associated with establishing and maintaining its place of business; and any and all taxes, duties, tariffs or charges which may be imposed on Contractor.

**9. Non-Exclusive Relationship.** Contractor's relationship with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall be non-exclusive and Contractor may perform services for other clients as Contractor sees fit, so long as such actions do not unduly interfere with Contractor's ability to satisfy its obligations hereunder. TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT may also retain the services of other vendors to provide the same or comparable services to those provided by Contractor during the term of this Agreement.

**10. Proprietary Software.** Any software provided to Contractor by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT is to be used exclusively for providing the Services for TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, and specifically not used to provide services to any other third parties.

**11. Assignment.** The Services to be performed hereunder by Contractor are of a personal nature. Accordingly, Contractor will not assign or delegate any of Contractor's rights, obligations or duties under this Agreement to any third party without first obtaining TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's written approval. TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT may assign this Agreement to any entity controlled by, or under common control with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, or its permitted successive assignees or transferees, or in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or its permitted successive assignees or transferees.

**12. Termination of Agreement.**

**12.1.** TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT may terminate this Agreement without cause or further liability to Contractor, without incurring any costs, liabilities or penalties whatsoever, and such termination shall be effective immediately, except that (a) TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall be obligated to pay Contractor for all Services performed through the effective date of termination; and (b) Contractor shall be required to deliver to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT any work product or other deliverables corresponding to Services for which Contractor has been paid or for which Contractor will receive payment from TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.

**12.2.** Upon the termination of this Agreement, Contractor shall (1) promptly return all proprietary and confidential information, whether in written or electronic form, and shall not retain any copies, extracts, or other reproductions thereof, in whole or in part, in any form whatsoever, or (2) destroy all documents, memoranda, notes, and other writings or electronic records prepared by it which include or reflect proprietary or confidential information, or (3) Remove any and all software from Contractor's computer(s) that was provided by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. Upon request, Contractor shall promptly sign and deliver to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT an affidavit certifying that it has complied with the foregoing provisions of this Section 12.2 in its entirety.

**12.3.** Notwithstanding any of the foregoing, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall have the right to immediately terminate this Agreement, without incurring any costs, liabilities or penalties whatsoever, in the event that Contractor is in breach of any of the provisions of this Agreement.

**13. Confidentiality; Non-Solicitation.**

**13.1** In the performance of Contractor's obligations under this Agreement, Contractor will acquire both confidential and proprietary information belonging to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and its clients ("Proprietary Information"). For purposes of this Agreement, Proprietary Information includes, but is not limited to, information concerning the disclosing party's systems, processes, methods, business practices, marketing

materials, research and analysis, manuals and protocols, screen data, sales data, personal information concerning insureds and applicants for insurance, other non-patient-specific data, contract information, product or technology (whether or not published), source code, object code, formulas, descriptions, diagrams, screen displays, schematics, blueprints, flow charts, data, drawings, tapes, listings, processes, techniques, procedures, "know how," passwords and sign-on codes, documentation, manuals, specifications, designs, inventions, discoveries, improvements, research, development, product prototypes and copies (including but not limited to object code copies), models, marketing strategies, plans and materials, development plans, forecasts, budgets, projections, performance standards, work flows, training, guidelines, scripts, customer and client data and information (including customer lists), employee data and information, pricing information, rates and values, financial information, and any other information which the disclosing party deems to be proprietary in nature and which the disclosing party wishes to be held in confidence by Contractor. Notwithstanding the foregoing, Proprietary Information does not include any of the foregoing items which Contractor can demonstrate through written documentation that such items have become a part of the public domain through no wrongful act of Contractor or of others who were under confidentiality obligations as to the item or items involved, or was rightfully in Contractor's possession prior to the receipt of such information from the disclosing party. Contractor agrees to hold in strictest confidence, and not to use, except for the benefit of the TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, or to disclose to any person, firm, corporation or other entity of whatever nature without written authorization of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, any Proprietary Information for any purpose during or after the term of this Agreement without TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's written permission.

### 13.2

(a) Contractor agrees that, during the term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement, it will not, directly or indirectly, by its actions or through an agent, encourage, solicit, or induce, or in any manner attempt to encourage, solicit, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, or in any way interfere with the relationship between any such Business Relation and TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. This shall include but not be limited to soliciting the business or accounts of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's customers; and introducing, by telephone, in person, email, or any other method, any third party Contractor may have or any party to whom Contractor acts as an advisor or consultant, to any TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT customer. For purposes of this provision, "Business Relation" shall mean any current or prospective client, customer, licensee, supplier, or other business relation of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, or any person that was a client, customer, licensee, supplier, or other business relation, in each case, to whom Contractor provided the Services, or with whom Contractor transacted business, or whose identity became known to Contractor in connection with Contractor's relationship with or retention by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT prior to the termination of this Agreement.

(b) In addition to the foregoing, Contractor further agrees that, starting immediately, Contractor shall not, unless first obtaining the express written consent of an authorized officer of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, directly or indirectly, by its own actions or through an agent, disclose or use any Proprietary Information in Contractor's possession or that has been provided to or obtained by Contractor under this Agreement to encourage, solicit, or induce, or in any manner attempt to encourage, solicit or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, or in any way interfere with the relationship between any such Business Relation and TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.

(c) Contractor also agrees and covenants that during the term of this Agreement and for a period of two (2) years after expiration or termination, Contractor shall not, directly or indirectly, by its own actions or through an agent, solicit or enter into a contract with any employee, agent or representative of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or any of its affiliates (collectively, "TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employees") with whom Contractor came into contact with or may have acquired knowledge of during the

term of this Agreement to induce or attempt to induce or otherwise counsel, discuss, advise or encourage any such TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employees to leave or otherwise terminate such person's relationship with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or its affiliates. Direct and indirect soliciting of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employees to leave their employment with TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or its affiliates, as the case may be, includes but is not limited to the following:

- i. identifying to any person any such TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employee who has knowledge concerning strategy, operations, processes or other Proprietary Information of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT;
- ii. communicating to any person about the quantity of work, quality of work, skills or knowledge, or personal characteristics of any such TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employee;
- iii. soliciting or hiring any such TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employee through third parties, such as recruiters or other persons not a party to this Agreement, including any corporation, partnership, firm, financial institution or business entity;
- iv. inducing any TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employee to resign employment with the express or implied promise of employment following the employee's resignation; and
- v. financing or obtaining financing for a third-party entity not a party to this Agreement, for the purpose, in whole or in part, of soliciting or hiring any such TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Employee.

**13.3** Contractor hereby agrees that the Confidentiality; Non-Solicitation provisions of this Section 13 (hereafter, the "Confidentiality; Non-Solicitation") are necessary for the protection of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's interests and are reasonable in scope and context.

Contractor hereby agrees that if, at any time of the enforcement of the Confidentiality; Non-Solicitation, a fact finder shall hold that the duration or scope of any of these restrictions are unreasonable under the circumstances then existing, both TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and Contractor agree that the maximum restrictions reasonable under such circumstances shall be substituted for the stated duration and scope and that the fact finder shall be allowed to revise those restrictions to cover the maximum duration and scope permitted by law.

Contractor hereby agrees that if any provisions of the Confidentiality; Non-Solicitation are violated, the term of the Confidentiality; Non-Solicitation shall be automatically extended for a period of time equal to the duration of the violation until the date Contractor permanently ceases such violation or the date of the entry by a court of competent jurisdiction of a final order or judgment enforcing such covenant, whichever period is earlier.

Contractor hereby agrees that the Confidentiality; Non-Solicitation provisions are independent of any other provisions of this Agreement and that the breach by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT of any other provision of this Agreement is not a defense to Contractor's breach of the Confidentiality; Non-Solicitation.

**14. Irreparable Harm.** Contractor understands and acknowledges that any disclosure or misappropriation of any of the Proprietary Information in violation of this Agreement or breaches or threatened breaches of Section 13 may cause TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT immediate, irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT shall deem appropriate. Such right of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT is to be in addition to the remedies otherwise available to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT at law or in equity. Contractor expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.

**15. Assignment of Work Product.**

**15.1.** Contractor hereby assigns to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT the entire right, title and interest for the entire world in and to all work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) made, conceived or reduced to practice or authorized by Contractor, either solely or jointly with others, during the performance of this Agreement or with use of information, materials or facilities of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT received or used by the Contractor during the period in which Contractor is retained by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or its successor in business, under this Agreement (hereinafter, "Work Product"). Contractor shall promptly disclose to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT all Work Product made, conceived, or reduced to practice or authored by Contractor in the course of the performance of this Agreement. All Work Product shall be considered "works made for hire" under the copyright laws of the United States.

**15.2.** Contractor shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or its nominees, patent, trademark, or copyright protection throughout the world upon all such writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s), title to which TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT may acquire in accordance with the provisions of this clause.

**16. Contractor and TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT Ownership of Works, Information, and Intellectual Property.**

**16.1. Contractor Work Product Owned by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.** All information developed under this Agreement by Contractor of whatever type relating to the work performed under this Agreement shall be the exclusive property of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT.

**16.2. Pre-Existing and Independently Developed Works.** Each Party will retain all rights in any software, ideas, concepts, know-how, processes, development tools, techniques, or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without use or incorporation of the intellectual property of the other Party (hereinafter, "Contractor-Provided Technology," or "TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT-Provided Technology," as applicable).

**16.3. Contractor's Ownership Rights.** As between TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and Contractor, Contractor will own all Contractor-Provided Technology. During the term of this Agreement and/or an applicable SOW, Contractor grants to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT a non-exclusive license and right to use such Contractor-Provided Technology, for purposes of the performance of Services.

**16.4. TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's Ownership Rights.** TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT retains all right, title, and interest in and to all software development tools, know-how, methodologies, processes, technologies, and/or algorithms provided in performing the Services, which are based on trade secrets or proprietary information of TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT or are otherwise owned or licensed by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. Insofar as TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT is in the business of creating innovations in its industry, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT will be free to use any ideas, concepts, know-how, and other intellectual property which are developed or created in the course of performing the Services. TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT will retain ownership of any TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT-owned intellectual property rights as incorporated into software or tools that are used in producing any deliverables, even if such ideas, concepts, know-how, or other intellectual property is used or embedded in such deliverables. All technical, financial, business, and analytical

information derived from, or capable of being derived from, the information obtained while providing the Services are exclusively owned by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. For avoidance of doubt, TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT retains all right, title, and interest in and to any pre-existing and independently developed works that are used by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT in connection with the Services being contracted under this Agreement. Contractor hereby acknowledges that it shall have no right to copy or otherwise reproduce or license or sublicense, distribute or otherwise provide to a third party any TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT-Provided Technology. Any and all rights granted by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT to Contractor to use TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT-Provided Technology (the "Use Rights") shall terminate upon the termination or expiration of this Agreement for any reason, or earlier at TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT's option, in its sole discretion, with or without notice to Contractor.

**16.5. Permitted Use of Marks.** Each Party represents and warrants that it has full and exclusive right, title, and interest in and to all trade names, trademarks, service marks, symbols, and other proprietary marks ("Marks"), which it provides to the other Party, if any, for use related to the Services, and that any Marks provided by a Party will not infringe the marks of any third party. As necessary for the performance of the Services, the providing Party grants to the other Party the non-exclusive right to reasonably utilize the Marks in connection with the obligations of the Parties hereunder, including, but not limited to, internally on signs or posters (*e.g.*, to identify a client's part of a facility, if applicable, or for internal promotions), in TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT newsletters, closed-circuit television, and training, provided that such use shall be upon the other Party's prior express written consent and that such use shall be only for the agreed-upon purposes. Upon reasonable request, the providing Party will provide to the receiving Party, camera and/or video-ready art, and/or digital tiff, eps, or bitmap files of the providing Party's Marks.

**17. Notification of Criminal Conviction.** Contractor shall notify TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT immediately in writing upon conviction of a felony of moral turpitude or which otherwise reflects adversely upon the honesty, character or integrity of Contractor or any of Contractor's assignees, or violation of the insurance or securities laws or regulations of any jurisdictions, or of any law, the violation of which reflects adversely upon the honesty, character and integrity of Contractor or its assignees, whether or not classified as a felony.

**18. Insurance.** Contractor shall obtain, pay for, and maintain in full force and effect, reasonable and appropriate insurance including the following, with each policy naming TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT and its affiliates as an additional insured: (i) Statutory Workers' Compensation coverage in the amount required by applicable law, for all employees engaged in the Services or operations under this Agreement; (ii) Commercial General Liability insurance with limits of two million dollars (\$2,000,000) per occurrence; (iii) Professional Liability insurance (Errors and Omissions) with limits of two million dollars (\$2,000,000) per occurrence; (iv) Cyber Liability insurance with limits of five million dollars (\$5,000,000) per occurrence; and (v) Umbrella or Excess Liability insurance with limits of five million dollars (\$5,000,000) per occurrence, providing coverage in excess of the insurance policies required under clauses (ii), (iii), and (iv) herein.

- a. The insurance coverages set forth above shall be primary, and all coverage shall be non-contributing with respect to any other insurance or self-insurance which may be maintained by Contractor. All coverage required by TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT hereunder shall include a waiver of subrogation and an waiver of any insured-versus-insured exclusion regarding Contractor. To the extent any coverage is written on a claims-made basis, it shall have a retroactive date prior to the Effective Date and shall allow for reporting of claims for at least one (1) year after the term of the insurance.
- b. The insurers selected by Contractor shall have an A.M. Best rating of "A" or better, or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.
- c. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage specified hereunder, Contractor shall be solely responsible to take such action. Contractor shall provide TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT with

contemporaneous notice and with such other information as TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT may request regarding the event.

- d. Prior to the effective date, Contractor shall provide to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT a Certificate of Insurance certifying that coverage as described herein has been obtained.
- e. Contractor shall provide thirty (30) days' prior written notice to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT of a cancellation or change to any insurance policy required hereunder. Contractor's failure to keep in effect at all times during the Term the insurance coverages required hereunder shall be deemed to be a material breach of this Agreement.

**Notwithstanding the foregoing, if Contractor is unable to meet the foregoing requirements, Contractor hereby represents and warrants that it shall, for the term of this Agreement, maintain in full force and effect sufficient insurance coverage satisfactory to TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT. CHECK, AND INITIAL NEXT TO, THE FOLLOWING BOX IF THIS PARAGRAPH APPLIES. (Check here:)  Initials: \_\_\_\_\_**

The amount of coverage herein required shall not limit any liability under this Agreement and no limitation of liability under this Agreement shall limit the amount of any insurance coverage herein required.

**19. Indemnification.** Contractor shall defend, indemnify and hold harmless TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT from and against any and all claims, demands, torts, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, losses and liabilities whatsoever, of any kind or nature, whether at law or in equity, including attorneys' fees, witness fees and other legal costs and expenses ("Claims") arising directly or indirectly from Contractor's actions taken in connection with this Agreement, failures to act, the violation of any state or federal laws, rules, or regulations, or the breach of any obligation assumed under this Agreement or any representation or warranty set forth herein.

**20. Release Waiver.** In consideration of the Parties entering into this Agreement, Contractor hereby releases, remises, waives and forever discharges TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT, its affiliates, related companies, principals, shareholders, directors, officers, employees, agents, associates, contractors, consultants and attorneys from any and all Claims arising out of or in connection with this Agreement. Furthermore, Contractor waives the protections afforded by California Civil Code Section 1542, or similar state and/or federal authorities, which provides as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

**21. Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be interpreted, applied and enforced under and pursuant to the laws of the State of California as such laws are applied to contracts between California residents to be performed entirely within said state and without regard to its conflict of law principles. Any civil action or other proceeding to enforce or interpret this Agreement, or arising therefrom, shall be brought exclusively in the state or federal courts located in Los Angeles County, California. The Parties hereby consent to the exclusive jurisdiction of these courts in any litigation arising from or in any way related to this Agreement.

**22. Attorneys' Fees.** In the event either Party shall bring any action for relief against another, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and enforcing any judgment granted therein. The Parties agree that any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

**23. No Waiver.** The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any

subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforce.

**24. Entire Agreement of the Parties.** Unless otherwise set forth herein, this Agreement contains the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof.

**25. Severability.** If any provision or portion of this Agreement shall become, or be found by any governmental agency or court to be, illegal, unenforceable, invalid, null or void or against public policy, that provision or portion shall be severed from this Agreement and the Agreement shall, to the maximum extent legally permissible be construed such that the legality, validity or enforceability of all other provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

**26. Interpretation.** This Agreement shall be construed and interpreted as if drafted jointly by all Parties. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

**27. Section Headings.** Section headings used herein are for convenience only and shall not affect the construction of any provisions of this Agreement.

**28. Counterparts.** This Agreement may be executed in counterparts, each of which may be deemed an original and all of which, taken together, shall constitute one agreement, notwithstanding the fact that the Parties are not signatories to the same counterpart or counterparts.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date last written below.

**Contractor:**

TPUSA-FHCS INC. DBA  
TELEPERFORMANCE RAPIDTEXT:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Peter Phan  
Title: SVP – Legal; Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Nondisclosure Agreement

### NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "Agreement") is by and between TPUSA-FHCS INC. DBA TELEPERFORMANCE RAPIDTEXT., a Delaware corporation (hereinafter "Company"), and the undersigned company (hereinafter "Recipient").

WHEREAS, Recipient has requested information from Company.

WHEREAS, in respect of Recipient's request, the Company may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning the Company and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Company to Recipient of certain information.

1. Definitions. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Company or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Company or its subsidiaries or affiliates whether or not such information is identified as Confidential Information by Company. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing:

Customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by Company or its customers or potential customers.

For purposes of this Agreement, the term "Recipient" shall include Recipient and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. Exclusions. Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Company; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Company; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

3. Confidentiality. Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence for a period of five (5) years from the date of disclosure. Recipient hereby agrees to indemnify Company, its directors, officers, affiliates, employees and agents against any and all losses,



damages, claims, expenses, and attorneys' fees incurred or suffered by Company, its directors, officers, affiliates, employees and agents as a result of a breach of this Agreement by Recipient or its Representatives.

4. Permitted Disclosures. Recipient may disclose Company's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out the proposed transaction with Company and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. Required Disclosures. Recipient may disclose Company's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. Use. Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible negotiated transaction with Company and shall not in any way use the Confidential Information to the detriment of Company. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Company's Confidential Information. Further, Recipient shall abide by and comply with any applicable federal or state law pertaining to the use and protection of the Confidential Information.

7. Acquisition of Information. Recipient shall not initiate or maintain contact, except for those contacts made in the ordinary course of business, with any director, officer, employee or agent of Company regarding its business, operations, prospects, or finances, except with the written approval of Company.

8. Protection. Recipient shall be responsible for any breach of this Agreement by any of its Representatives and shall, at its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain its Representatives from prohibited disclosure or use of the Confidential Information.

9. Return of Documents. At any time upon the request of Company for any reason, Recipient shall return to Company any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

10. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Company to enter into any other agreement with Recipient or prohibit Company from providing the same or similar information to other parties and entering into agreements with other parties. Company reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Company and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Company and Recipient.

11. No License. No license under any patents, copyrights or mask rights is granted or conveyed by Company's transmittal to Recipient of Confidential Information or other information, the ownership of which shall remain with the Company, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by one Party to the other with respect to infringement of patent or other rights of others.

12. No Warranty. Recipient acknowledges that the Company has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided in connection with the Project, and agrees that the Company shall have no liability resulting from the use of the Confidential Information or such other information.

13. Non-Solicitation. Neither Recipient nor its Representative shall, without the prior written approval of Company, directly or indirectly, solicit, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, agent or representative of Company or any of its subsidiaries to leave or otherwise terminate such person's relationship with Company or any of its subsidiaries, as the case may be, for a period of eighteen (18) months following the date hereof.

14. Irreparable Harm. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Company shall deem appropriate. Such right of Company is to be in addition to the remedies otherwise available to Company at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Company.

15. Survival. This Agreement shall continue in full force and effect at all times provided however the confidentiality obligation shall have the term set forth in Section 3 above.

16. Successors and Assigns. This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

18. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for reasonable attorneys' fees and costs.

19. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Company may have under trade secret, copyright, patent or other laws that may be available to Company. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

20. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement.

Contractor:

TPUSA-FHCS INC. DBA  
TELEPERFORMANCE RAPIDTEXT:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Peter Phan  
Title: SVP – Legal; Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Direct Deposit Enrollment Form

Payroll Document #PR006 Version 2.3 Issued 9/14

Group: Teleperformance Rapidtext Location: Burbank

Use this form to add, change, or cancel a direct deposit. Each bank account requires a separate form and must be turned in to the Payroll department by the end of the pay period in order to process your direct deposit request in a timely manner. Any time an account is closed the employee must notify the Payroll Department within 1 business day of the closure to ensure the direct deposit is canceled appropriately.

### Things you should know about Direct Deposit:

- The first check you receive after returning this form will be a live paycheck. Every check after that will be automatically deposited, and on payday you will receive a statement instead of a check. In the event that your direct deposit is rejected, there will be a \$5 manual check fee to reissue the funds.
- Depending on where you bank it may take up to **48 hours after the pay date** for your funds to be deposited into your account.
- It is your responsibility to verify that your paycheck has been deposited into your account before you draw on those funds.

### What you need to do to set up Direct Deposit:

- Have a current bank account.
- Make sure your financial institution accepts Direct Deposits and notify them you are setting up a direct deposit.
- Confirm with your bank that the transit number and account number you have given the Payroll department are correct.
- Complete this form and return it to the Payroll department.

Name: _____		CCMS #: _____ Last 4 digits of SSN: _____
<input type="checkbox"/> New Direct Deposit <input type="checkbox"/> Cancel Direct Deposit <input type="checkbox"/> Change Existing		
Account Type: <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Paycard	Amount of Deposit: <input type="checkbox"/> Full Check <input type="checkbox"/> Partial Amount: \$ _____ <input type="checkbox"/> Percentage: % _____	Banking Information: Bank Name: _____ Routing #: _____ Account #: _____

Please attach a voided check here.

I authorize Teleperformance USA to deposit my paycheck directly into my bank account. In the event of an incorrect posting to my account, I authorize TPUSA and my Financial Institution to make any legitimate adjustments. I have read and agree to all of the above terms and assume full responsibility concerning Direct Deposit.

X

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
					-			

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.