

# INSERTION ORDER (IO)

Publisher	Advertiser
Publisher Company Contact Name Publisher Address Publisher Phone Billing Contact: Billing Contact Name	Kairos-Elysian LLC DBA Exclusive Telemarketing Casey Hill 1605 Olive St., Evansville, IN 47714 United States of America 9303337973 Billing Contact: Casey Hill

**Campaign Hours:** 9 AM EST - 7 PM EST

Payment Terms / Notes:
• CPL – Net-7 payment
• <b>Rate: \$12.50 per CPL</b>
• No DDV
• Will use our trusted form
• 24 Hour out clause
• The minimum payment threshold is set at \$1,000, which must be achieved to facilitate the payment of your invoice.
• All calls are exclusive to company unless otherwise confirmed.
• Any recording of calls to cease prior to transfer to company.
• All calls are generated off Digital White Media Compliance approved landing pages.
• All Forms need to be submitted before the transfer else DWM is not liable to pay anything.

## Agreement

The Parties agree that this IO, which includes the attached Lead and Call Transfer Terms, shall be governed by, and incorporated into, that certain Terms and Conditions for Publisher entered by the Parties on or about (the 'T&C; Agreement'). Capitalized terms not defined herein shall have the meanings assigned to them in the T&C; Agreement. In the event of conflict between the terms of this IO and the T&C; Agreement, the terms of this IO shall control.

## 1. Lead, Call and/or Text Requests and Associated Consumer Data

This IO governs the sale by Publisher to Company of certain requests ('Lead, Call and/or Text Requests') from prospective customers ('Consumers') to receive telephone calls from or regarding Company or its Clients. These Consumers have indicated interest, provided all required information, and given prior express written consent as required by TCPA.

## **2. Inbound Call Terms**

This IO governs the delivery by Publisher to Company of inbound calls ('Inbound Calls') from prospective customers ('Consumers') who have requested contact from or about Company or its Clients. Consumers have: (a) indicated interest, (b) provided all required info, (c) given prior express written consent as required by TCPA.

## **3. Ownership and Exclusivity**

Company shall have sole and exclusive ownership of Lead and/or Call Transfers and Associated Consumer Data. Publisher shall not transfer, license, rent, sell, or otherwise distribute any Lead and/or Call Transfer to any third party without prior written consent.

## **4. Call and/or Text Request Prompts**

Publisher will provide representative sample screenshots and placement of disclaimer language and/or scripts used in connection with lead forms or phone calls that generate Lead, Call and/or Text Requests. All prompts shall include Consumer Consent and be documented through approved third-party validation services.

## **5. Unacceptable Deliverables**

Expired Deliverable, Duplicate Deliverable, Invalid Deliverable, and Fraudulent Deliverable are defined herein. Publisher must follow guidelines to avoid such deliverables.

## **6. Rejection and Compliance**

Publisher shall provide information to demonstrate compliance upon request. Any Unacceptable Deliverables shall be addressed per the agreed process.

## **7. TCPA Compliance**

Publisher represents and warrants obtaining consent for all consumers. Consent Records must be maintained for 5 years and provided to Company within 2 business days upon request.

## **8. Contingency of Payment**

All payments due under this IO are contingent upon receipt of payment from the buyer (Company's end client). Company is not liable for non-payment by buyer.

## **9. Email Traffic Compliance**

Publisher shall adhere to requirements for permission-based email campaigns, including compliance with CAN-SPAM, California Anti-Spam Law, and all opt-out requirements.

Publisher Signature: \_\_\_\_\_

Advertiser Signature: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Name / Title: \_\_\_\_\_

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

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

CONFIDENTIAL