

**Required Practices and Understandings Related to the Offering of Lifeline Services and Products
Provided by TruConnect**

I. Disclosures. Independent Agents shall educate all potential customers of the benefits and requirements of TruConnect's Lifeline related products and services before having a prospective consumer complete an enrollment application with TruConnect for Lifeline-supported services.

II. Marketing. Independent Agents shall not use any unapproved marketing materials or Lifeline Program related literature during the sales process. Any and all marketing materials utilized by Independent Agents related to TruConnect's products or services, including but not limited to TruConnect's Lifeline related products and services, must either be provided to Independent Agent by TruConnect Direct, or be approved by TruConnect's marketing and regulatory departments in writing.

III. Lifeline. Independent Agents must follow each of the steps outlined below before enrolling a prospective customer in TruConnect's Lifeline supported service:

(a). Completely and accurately explain all federal and state mandated disclosures related to the requirements of and limitations to both the federal and state (where applicable) Lifeline program, and obtain from the prospective customer a sworn statement indicating their understanding of and willingness to accept any limitations and to comply with such program requirements

(b). Personally inspect the prospect's photo ID to confirm identity

(c). Personally inspect proof of the prospect's eligibility and confirm that eligibility documentation is the property of the prospect and is suitable to determine eligibility.

(d). Securely dispose of, or return to applicant, any and all information received from the prospective customer after the enrollment process is complete.

Independent Agent shall not misrepresent any prices, products, or services provided by TruConnect. TruConnect Direct may, in its sole discretion, reject any End User submitted for any reason and no commission, current or residual, will be paid on such rejected subscriber.

IV. Agent Requirements. All Independent Agents must submit complete identification information (W-9, vendor sheet and picture ID) to TruConnect Direct for any and all personnel selling or supporting TruConnect's Lifeline service offerings. Independent Agents shall be solely responsible for all taxes due as a result of commission payments made to Independent Agent by TruConnect Direct. All Independent Agents must be formally registered and certified with TruConnect Direct prior to participating in any training and/or sales related activities. Independent Agents are required to complete the TruConnect Direct sales training program, which includes but is not limited to training on all Lifeline compliance requirements. Only upon completion of the above requirements will an Independent Agent be provided systems access and/or be authorized to sell the services of TruConnect.

Upon successful completion of the TruConnect Direct sales training program, and successful registration and certification, an Independent Agent will be given a unique TruConnect Direct Independent Agent ID. This

unique ID must be included on every order that is submitted for processing by such Independent Agent. Any orders that do not include an active Independent Agent ID will be rejected.

Independent Agents understand that TruConnect, or the state Lifeline Program administrator where applicable, is solely responsible for making the ultimate decision regarding a subscriber's eligibility and approval for participation in the Lifeline Program.

Independent Agent understands that their TruConnect Direct Independent Agent Agreement may terminate immediately, without any cure period, if, in TruConnect Direct's sole and absolute determination the Independent Agent commits any act of fraud, dishonesty, bad faith, gross negligence or willful misconduct in the performance of its duties. This includes purposefully deactivating current Truconnect or Truconnect Direct customers in order to reactivate them.

V. Customer Information. Independent Agents agree that any personally identifiable information with respect to TruConnect's customers (including, but not limited to, first and last name, postal address, email address, telephone number, social security number (or any portion thereof) and credit card information), any information derived from such personal information or any information qualifying as "customer proprietary network information" (as defined in 47 C.F.R. §§ 64.2003(d)) (collectively, "Customer Information") of TruConnect, that Independent Agent may have access to in the performance of the activities of an Independent Agent, shall be deemed Confidential Information of TruConnect and shall be and remain confidential indefinitely. Notwithstanding any conflicting covenants within any other existing agreements between TruConnect Direct and the Independent Agent:

- (a). Independent Agent shall not use any Customer Information except as necessary to fulfill its duties under the Agreement; and
- (b). Independent Agent shall not share any Customer Information with any person except as necessary to fulfill its duties to TruConnect Direct and TruConnect or with persons designated by TruConnect or TruConnect Direct; and
- (c). Independent Agent shall not take any action or make any omission that would contravene (i) any notice provided by TruConnect to customers specifying how TruConnect Direct and/or TruConnect uses Customer Information and/or shares Customer Information, or (ii) any federal, state or local law, statute, regulation or order applicable to either party protecting the financial privacy of consumers or customers, including, but not limited to, 47 C.F.R. §§ 4.2001-64.2009, any rule of any payments network concerning payment network-related information (e.g. the Visa, or MasterCard, or National Automated Clearing House Association operating rules), or any other law concerning the security of consumer or payment information.

VI. Independent Agent Equipment.

- (a) TruConnect Direct will make available for purchase by Independent Agent certain equipment, including but not limited to handsets, tablets, Mi-Fi devices and marketing materials (the "Equipment"), from TruConnect Direct. Independent Agent will pay in full for all Equipment before the Equipment is shipped to Independent Agent.

- (b) If Independent Agent returns any Equipment within five (5) days of receipt (the "Inspection Period") at Independent Agent's sole expense, TruConnect Direct will reimburse Independent Agent for the purchase price of the returned Equipment.
- (c) Nothing herein will constitute a commitment by TruConnect Direct to fulfill any Equipment order and TruConnect may approve, reject, reduce or otherwise modify any order, or the timing of order delivery, in its sole and complete discretion.
- (d) Independent Agent assumes all risk of loss or damage to Equipment shipped to Independent Agent. Upon the close of the Inspection Period, TruConnect Direct will not accept Equipment returns for any reason. Independent Agent agrees that in no event will TruConnect Direct be liable for repair, maintenance, etc. of Equipment. TruConnect Direct does not offer or provide any Equipment warranty beyond that of the manufacturer's warranty and is not responsible for providing any technical support related to the Equipment, except for such technical support that may be provided by TruConnect Direct in connection with its enrollment tool/order entry system and related software. TruConnect Direct will assist Independent Agent in its efforts to obtain Equipment support from the Equipment manufacturer under any manufacturer's original warranty that may be in effect with respect to the Equipment.
- (e) Independent Agent may only use handsets or End User Devices that are provided by TruConnect Direct. In no event may Independent Agent provide a non-TruConnect Direct handset to a subscriber.
- (f) Independent Agent may also return handsets for repurchase upon the cancellation of his or her business relationship with TruConnect Direct pursuant to Section 8 of the Independent Agent Policies and Procedures.