



KIT Marketing Terms & Conditions

Updated Sept. 12, 2007

1. INTRODUCTION. KIT Marketing, LLC ("KIT Marketing") is a wholly owned subsidiary of Superior Performers, Inc., dba "National Agents Alliance" ("NAA" or KIT Marketing's "Parent") and operates as a separate business entity. KIT Marketing provides you access to certain products, services and/or programs (collectively, "Programs" and each, a "Program") subject to your acceptance of and compliance with these Terms and Conditions. In the Agreement, (i) "Member," "you" and "your" means the Member who participates in any Program. The term of the Agreement will commence on the date you enroll as a Member by funding your account and will end when terminated by either party in accordance with the terms of the Agreement (the "Term").

2. PAYMENT. You agree to pay KIT Marketing all charges to your account for any Program in which you enroll in accordance with these Terms and Conditions, the applicable Program Terms, and any Payment Plans (defined below) you select. If KIT Marketing does not receive timely payment or if you exceed the amount of available funds in your account, (i) you will incur a debit balance for the value of any unpaid charges incurred under your account, (ii) you agree to pay all amounts due on your account upon demand, and (iii) KIT Marketing reserves the right to either suspend or terminate your account with KIT Marketing, including deletion of your contacts from the KIT Marketing program. Any service fees charged to your account are non-refundable. You agree to submit any disputes regarding any charge to your account in writing to KIT Marketing within 60 days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge. If you fail to make payment as set forth herein, you will be responsible for all reasonable expenses (including attorneys' fees) incurred by KIT Marketing in collecting such amounts. All prices are in United States dollars and do not include taxes that may be assessed by any jurisdiction. If withholding taxes or any other taxes are imposed by any jurisdiction on the transactions pursuant to the Agreement, you shall pay such taxes to ensure that KIT Marketing receives the full amount invoiced to you without offset or deduction. You shall promptly furnish to KIT Marketing the applicable receipts and/or certificates regarding such remittances as soon as reasonably practicable. Each party is responsible for all costs associated with the performance obligations of such party under the Agreement. Your KIT Marketing account shall be subject to KIT Marketing's then-current fee requirements. You agree to promptly (i) update all information to keep your account and payment method current, complete and accurate (such as a change in billing address or e-mail), (ii) notify KIT Marketing in writing if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password, and (iii) notify KIT Marketing in writing if your Payment Method is canceled.

3. PAYMENT PLANS. KIT Marketing reserves the right to modify, suspend or terminate any Payment Plan and/or your participation therein at any time. If KIT Marketing modifies the terms of a Payment Plan, the modified terms of the Payment Plan will be reflected in an updated version of the Agreement posted on any of the KIT Marketings, any of the KIT Marketing Web Sites, or by e-mail notification to you. If you do not consent to such modified terms, you may elect to discontinue your

enrollment in the Payment Plan at any time by providing written notice to KIT Marketing before the effective date of such modified terms. Your continued enrollment constitutes your acceptance of the terms of the Payment Plan as modified. Your non-termination of your KIT Marketing account or continued use of the KIT Marketing website reaffirms that KIT Marketing is authorized to deduct its regular fees from your KIT Marketing account automatically. KIT Marketing may submit those charges for payment and you will be responsible for such charges.

MANUALLY FUNDED PLAN. If you have chosen to manually fund your KIT Marketing account each month, you agree that if your KIT Marketing account falls below the amount needed to mail a full month's mailing, your mailings will be suspended or truncated and you may incur a debit balance for the value of any unpaid charges incurred under your account. Charges will be posted to your account and must be paid before any of your contacts will be mailed. You authorize KIT Marketing to charge your credit card, charge card, debit card or financial institution account (hereinafter your "Payment Method") for all charges to your KIT Marketing account. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution providing your Payment Method.

AUTOMATIC PAYMENT PLAN (AutoDraft). The AutoDraft plan lets you authorize a fixed payment amount for charges to your account subject to the provisions below. When you enroll in the Automatic Payment Plan, you preauthorize KIT Marketing to charge periodically your Payment Method the amount that you specify whenever your account falls below the amount needed to send a full month's mailing. These funds will be used in this order: (i) bring a negative account balance to zero, and (ii) cover any KIT Marketing fees for the current billing period, and (iii) cover the costs associated with sending mail to your contacts for the current mailing period. Notwithstanding the amount you authorize for payment, if you exceed your available balance in any month, you will incur a debit balance; this debit balance will be deducted from the amount next charged to your Payment Method and the remaining balance will be credited to your account to pay for future charges. KIT Marketing will send you a notification to the e-mail address associated with your account after each such preauthorized transaction to notify you that your account has been replenished and your Payment Method debited. Such charges should appear on the periodic statement sent to you by the provider of your Payment Method. You understand that your KIT Marketing account may be taken offline for the remainder of any month in which your account balance is negative. Unless you or KIT Marketing discontinue your enrollment or participation in this Payment Plan, you understand that this preauthorization is valid until the termination of the Agreement or the applicable Program Terms with KIT Marketing. For your future reference, you agree to retain, either by printing or otherwise saving, a copy of the Agreement, which provides the terms of your preauthorization.

4. ACCESS. For purposes of the Agreement, all Web pages that are owned, operated or hosted by or for KIT Marketing, are referred to herein as the "KIT Marketing website." During the Term, you are authorized to access and use the KIT Marketing Programs and KIT Marketing website and the content therein and data obtained therein solely for internal use to manage your KIT Marketing account(s) for which such content or data directly relates and will not disseminate any of this information to third parties provided that you do not violate the Agreement. You shall not disclose or make available passwords or access codes related to your KIT Marketing accounts. You agree that you will not interfere or attempt to interfere with the proper working of the KIT Marketing website or any Program, or KIT Marketing system.

5. YOUR PROFILE. You are in absolute control of your profile that appears on collateral that we may send to your contacts on your behalf. You represent, warrant and covenant that all information you provide or approve or that is provided on your behalf in connection with the KIT Marketing program will be updated to remain current and accurate. KIT Marketing will not be held responsible for profile information that is inaccurate or outdated.

6. REPRESENTATIONS AND WARRANTIES. You represent, warrant and covenant that you have sufficient authority to enter into the Agreement, and that your use of KIT Marketing's services is solely for lawful commercial and business purposes.

7. INDEMNIFICATION. You agree to indemnify and hold harmless KIT Marketing, its Parent and Affiliates and its and their officers, directors, licensors, partners, licensees, consultants, contractors, agents, attorneys, employees, and third party service providers from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), that actually or allegedly result from your use of the KIT Marketing system or the KIT Marketing website, or your breach of the Agreement. You agree to be solely responsible for defending any Claim against or suffered by KIT Marketing and/or any KIT Marketing Entity, subject to KIT Marketing and/or the KIT Marketing Entity's right to participate with counsel of its own choosing, and for payment of damages or losses resulting from all Claims against KIT Marketing, and/or any KIT Marketing Entity provided that you will not agree to any settlement that imposes any obligation or liability on KIT Marketing and/or an KIT Marketing Entity without KIT Marketing's prior express written consent.

8. WARRANTY DISCLAIMER. YOU EXPRESSLY AGREE THAT THE KIT MARKETING PROGRAMS INCLUDING ANY ARE AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THAT YOUR USE THEREOF IS AT YOUR OWN RISK. KIT MARKETING HEREBY DISCLAIMS ON BEHALF OF ITSELF AND ALL KIT MARKETING ENTITIES ANY AND ALL WARRANTIES INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. ANY LIABILITY OF KIT MARKETING AND THE KIT MARKETING ENTITIES IN CONNECTION WITH THE AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY, SHALL BE STRICTLY LIMITED TO THE AMOUNT ALREADY PAID BY YOU TO KIT MARKETING PURSUANT TO THE AGREEMENT IN THE PRIOR SIX MONTH PERIOD. IN NO EVENT SHALL KIT MARKETING OR ANY KIT MARKETING ENTITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT. YOU AGREE THAT YOU WILL NOT HOLD KIT MARKETING RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT, INCLUDING WITH RESPECT TO CLICKS BY ANY THIRD PARTY ON YOUR LISTING(S) REGARDLESS OF THE INTENT OF SUCH THIRD PARTY.

10. TERMINATION. You and/or KIT Marketing may terminate the Agreement and/or your participation in any Program (unless otherwise provided in the relevant Program Terms), and KIT Marketing may suspend or terminate your participation at any time, for any reason or for no reason, and neither KIT Marketing nor any of the KIT Marketing Entities shall have any liability regarding such decisions. Upon termination, suspension or discontinuation of any Program or your participation

therein, all outstanding payment obligations incurred under such Program will become immediately due and payable.

11. NOTICES. KIT Marketing may give general notices to you by posting on the KIT Marketing website and/or the NAA website, or by electronic mail to the e-mail address provided by you to KIT Marketing. It is your responsibility to ensure that your e-mail address and any other contact information you provide to KIT Marketing is updated, current and correct. All notices to KIT Marketing shall be sent via recognized overnight courier or certified mail, return receipt requested, to: Chief Legal Officer, KIT Marketing, LLC, 1131 Vaughn Road, Burlington, NC 27217.

12. CHOICE OF LAW. Any dispute referring or relating to the Agreement or between the parties shall be governed by the laws of the State of North Carolina, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in the County of Alamance, North Carolina or another location designated by KIT Marketing. Any claim against KIT Marketing arising from the Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

13. ELECTRONIC SIGNATURES EFFECTIVE. (a) The Agreement is an electronic contract that sets out the legally binding terms of your use of KIT Marketing products and services, including the KIT Marketing Web Sites. You indicate your acceptance of the Agreement and all of the terms and conditions contained or referenced in the Agreement and these Terms and Conditions and in any Programs Terms by clicking on the "I Accept" button in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, including the Programs Terms and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button during enrollment, you also consent to have the Agreement provided to you in electronic form.

(b) Access and Retention. In order to access and retain the electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of the Agreement for your records. To retain an electronic copy of the Agreement, you may save it into any word processing program. We will notify you of any changes in the hardware or software requirements needed to access and/or retain the Agreement that create a material risk that you will not be able to continue to access and/or retain the electronic Agreement.

14. OTHER. You understand that KIT Marketing is a subsidiary of Superior Performers, and that Superior Performers and KIT Marketing use the KIT Marketing services to advertise certain of their respective products and services. The Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications in all forms of media (including all instructions, advertisements, messages and policies), written and oral, between you and KIT Marketing regarding the subject matter contained herein. Only a written instrument executed by the party waiving compliance may waive the terms or covenants of the Agreement. No waiver by either party of a breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of

such provision or as a waiver of the provision itself. If any provision of the Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of the Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties to the Agreement and has like economic effect. KIT Marketing shall have no liability under the Agreement by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, internet outages, computer virus, Acts of God, war, governmental action, or any other cause that is beyond its reasonable control. The parties are independent contractors and nothing in the Agreement shall be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between the parties. Neither party shall have any right, power, or authority to create any obligation or responsibility on behalf of the other. The Agreement is not intended to benefit, nor shall it be deemed to give rise to any rights in, any third party. You may not assign or transfer the Agreement, or sublicense, assign or delegate any right or duty under the Agreement, including access to the KIT Marketing website or any information or data obtained therein, without KIT Marketing's prior written consent. Any assignment, transfer or attempted assignment or transfer in violation of this Section 14 shall be void and of no force and effect. KIT Marketing and its subsequent assignees may assign the Agreement, in whole or in part, or any of its rights or delegate any of its duties, under the Agreement to any party. Any rights not expressly granted in the Agreement are reserved by KIT Marketing, and all implied licenses are disclaimed. Headings used in the Agreement are for reference purposes only and in no way affect the Agreement. The term "including" is a term of enlargement meaning "including without limitation," and does not denote exclusivity. KIT Marketing may change the Agreement and/or the Privacy Policy at any time upon notice published on the KIT Marketing website, any Superior Performers website, including its subsidiaries, or by e-mail notification to you. Any use by you, your Affiliates, agents, representatives, employees, or any person or entity acting on your behalf, of any Program, KIT Marketing system or KIT Marketing website after such notice shall be deemed to be continued acceptance by you of the Agreement and Privacy Policy, including any amendments and modifications thereto. All information or material in connection with a Program must be submitted in the form requested by KIT Marketing. KIT Marketing reserves the right to discontinue offering, and/or modify, any of the Programs, KIT Marketing systems, and/or the KIT Marketing website at any time. Except as otherwise specified by KIT Marketing, you agree that you will direct all communications relating to any Program or the KIT Marketing website or your participation therein directly to KIT Marketing and not to any other entity. You understand and agree that services and/or obligations to be performed hereunder by KIT Marketing may be performed by KIT Marketing's Parent and/or its Affiliates and references in these Program Terms to KIT Marketing may alternately or additionally refer to KIT Marketing's Parent and/or its Affiliates. The organization, specifications, structure or appearance of any KIT Marketing or Superior Performers property or any page where your information may be displayed may be redesigned or modified at any time. Terms used but not defined herein shall have the meanings given to such terms in the applicable Program Terms. If there is any conflict between the Terms and Conditions and Program Terms, the Program Terms shall control.