



**Private Label
Implementation Packet
“Existing Customer”**



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Annual Volume Agreement

This agreement is made [redacted], (“Effective Date”) between [redacted] (hereafter “Customer”) with office located at [redacted] and nSightful, 10303 Crown Point Avenue, Omaha, NE.

During the term of this Annual Volume Agreement customer has agreed to purchase \$ [redacted] in lists and services from nSightful. (see attached for detailed pricing information).

This agreement will expire one year after the commencement date.

Turbo-Marketing.net Private Label Agreement

1. Customer agrees to install a functioning link on their web site to Turbo-Marketing.net within 10 business days of being notified that site is operational.
2. Customer agrees to complete the Turbo-Marketing.net Implementation Packet within five (5) business days of receipt.
3. nSightful is not responsible for lost revenue, lost profits, downtime, printing costs, or postal charges incurred by the use of data or services. nSightful cumulative liability for all claims relating to, arising out of, connected with, or resulting from the services, the data, or this agreement, regardless of the form of action, whether in contract or tort, including negligent, product liability, or otherwise, shall not exceed the amount paid by client to nSightful for the specific services or data giving rise to such claim. nSightful does not guarantee accuracy or reliability of data.
4. nSightful rented information can not be sublicensed.
5. nSightful has the right to hold additional processing in the event of late (30 days past invoice date) or missing payment.
6. Written notice must be given 30 days in advance for either party to file for termination based on non-conformance of this agreement.
7. On a quarterly basis a review of customer volume commitments will take place to determine if expectations will be met. In the event that volume commitment has changed nSightful has the option to renegotiate volume pricing.
8. Disputes: Disputing party must place in writing the issues at hand and a recommended solution should be communicated back in writing within 10 days. If solution is unacceptable then agreement is subject to termination.

Authorized Signature - Client

Authorized Signature – nSightful

Name & Title (Printed)

Name & Title (Printed)

Date

Date



Mutual Nondisclosure Agreement

1. **Purpose.** The Company and Third Party wish to explore a prospective business opportunity under which each may disclose its Confidential Information to the other.
2. **Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, business plans, products, services, customers, markets, pricing, software, developments, inventions, processes, designs, drawings, engineering, technology, research, computer source code, hardware configuration information, marketing, forecasts, unpublished financial statements, or finances, which Confidential Information is designated in writing or given orally to be confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the disclosing party in writing.
3. **Non-Disclosure of Confidential Information.** The Company and Third Party agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any prospective business relationship between the two. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, and agents who are required to have the information in order to carry out the discussions of the contemplated business. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.
4. **Mandatory Disclosure.** In the event that either party or their respective directors, officers, employees, or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. The receiving party shall give the disclosing party written notice of the Confidential Information to be disclosed as far in advance as is practicable, and shall use its best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which a court may order that it is legally required to disclose.
5. **No Warranty.** The parties agree that Confidential Information may be related to products and services that may or may not be under development or planned for development, and make no warranties, express or implied, regarding the accuracy of such information. The disclosing party shall not be liable for any damages, expenses, losses or action incurred or undertaken by the receiving party as a result of the receipt of Confidential Information.
6. **Return of Materials.** Any materials or documents which have been furnished by one party to the other shall be promptly returned, accompanied by all copies of such documentation, after the prospective business relationship has been rejected or concluded.
7. **No License Granted.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the prospective business relationship between the parties.
8. **Term.** The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of three (3) years following the date of this Agreement.
9. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
10. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nebraska, and shall be binding upon the parties hereto in the United States and worldwide. The federal and state courts within the State of Nebraska shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
11. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be avail-

able, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

12. No Obligation for Additional Agreement. Neither party has an obligation under this Agreement to enter into any other agreement with the other party. Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Additionally, each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party to be disclosed in the Confidential Information.

13. Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the disclosure of Confidential Information, and that this Agreement supersedes all prior agreements, oral or written, and all other communications between the parties relating to this subject.

Client Initials

Licensor Initials



Private Label – Owner Information Form

nSightful will develop your Private Label site using the information you supply. Please fill in the information requested below. Talk to your sales representative if you have any questions.

Company Name: _____ Date: _____

What would you like your new site ID to be?

Example: <http://yourcompanyname.turbo-marketing.net>

Your Private Label Web Address: _____ .turbo-marketing.net

When a customer logs off Turbo-Marketing.net which URL do you wish to return them to?

Example: www.yourhomepage.com

Your Web Address: www. _____

Who do you want as your Private Label Owner Manager?

Name: _____

Email Address: _____ @ _____

Phone: _____ - _____ - _____

Please provide the Name, eMail address, and phone numbers for the following departments:

Sales *Name:* _____
 Email: @ _____
 Phone: - - -

Customer Service *Name:* _____
 Email: @ _____
 Phone: - - -

Accounting *Name:* _____
 Email: @ _____
 Phone: - - -

What would you like your customer support message to be?

Example: *Our customer support hours are*
 8 AM to 6 PM
 CST Standard Time

Your Message: _____

Please eMAIL your logo(s) to support@turbo-marketing.net .