

Program  
Forms  
OPEN Program  
data & descriptors  
exhibit

"State that this 'Supersedes'  
"Program form take out of old and into new agreement"



**PHILIP MORRIS U.S.A.**

**Inter Office Correspondence**

**TO: Jack Rogers**

**DATE: November 20, 2000**

**FROM: Mark Cavone/Mike Mancuso**

**SUBJECT: Image Entry Transition Contract**

As discussed, we will be moving the Marlboro Gear Order Processing and Fulfillment businesses from Image Entry and EDS to Client Logic. To mitigate the risk of service interruptions at Image Entry during this transition period, we are proposing a bonus for both the Image Entry Company and a stay bonus payable to key personnel. We have attempted to use language from other agreements (Centrobe 2000) that would apply but please feel free to make any language changes you see fit.

**Transition Project (period 11/1/00-6/30/00)**

If and when requested by Philip Morris, Image Entry will cooperate with Philip Morris and a 3<sup>rd</sup> party designated by Philip Morris (the "new vendor") to transfer the performance of the order processing and database services from Image Entry to such new vendor (the "transition project"). Commencing on November 1, 2000 until completion of the transition project, Image Entry will continue provide services pursuant to the services set forth in the agreement as requested by Philip Morris and will cooperate with any additional 3<sup>rd</sup> parties designated by Philip Morris to assist with the transfer of such services. Image Entry will provide adequate order processing personnel to complete the programs (see Exhibit A) and will comply with all standards set forth in the agreement dated September 1, 1998 and the amendment dated January 1, 2000. Additionally, Image Entry will provide adequate systems programming personnel to complete the projects (see Exhibit B) designated by Philip Morris during the time frames agreed to between Image Entry and Philip Morris. During this transition period, if and when requested by Philip Morris Image Entry will provide the New Vendor with all information, materials, and records prepared, developed, or acquired by Image Entry pursuant to the agreement, including but not limited to the following:

- Consumer account data, including but not limited to orders, and Government I.D. eligibility information
- Equipment provided to Image Entry by Philip Morris
- Order Forms, Microfilm images, White Mail, and any other documents related to or provided by Philip Morris
- ITEMS CENTROBE

**Transition Project Fee**

In connection with the services provided by Image Entry pursuant to the agreement Philip Morris will pay Image Entry Trade Secret Information the "transition project fee") upon complete performance of such Services in accordance with the specifications set forth in the agreement. If Image Entry does not meet such specifications throughout the term of the agreement to the reasonable satisfaction of Philip Morris, Philip Morris in it's sole

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discretion, may decide to award Image Entry only a portion of such transition fee or no fee at all.

### **Stay Bonus**

Philip Morris will designate a bonus award for key personnel (see Exhibit C) performing services on the Philip Morris account. This bonus will be awarded if and only if the key personnel work on the account throughout the transition period and maintain their performance to the complete satisfaction of Philip Morris.

### **2001 Image Entry Contract**

We will continue to do business with Image Entry in 2001 but in a much smaller scale. We will only be utilizing Image Entry's data entry services for some of those programs not requiring Fulfillment Services. We have highlighted our changes on the existing Image Entry contract for 2001.

If you have further questions, please advise.

Thanks,MC

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