



Responsive Customer Satisfaction Study (RCSS)

ENGAGEMENT AGREEMENT, CUSTOMIZATION INPUT FORM, AND INVOICE

Many companies and organizations conduct traditional customer satisfaction (“csat”) studies, but from a dissatisfied customer’s point of view, they may feel the opinions and answers they provided do not matter to the company if the company does not rapidly respond to address their problems; if submitted complaints are not quickly addressed, instead of retaining customers, **rote, one-way customer satisfaction studies risk losing dissatisfied customers, and negative posts may end up on social media or in negative online reviews.** In contrast, PhiPower’s Responsive Customer Satisfaction Studies are designed to quickly capture customers’ opinions, and if they are dissatisfied, to immediately convey their sentiments and contact information to the company’s Customer Service representatives or designates so they can quickly recontact the customer in an effort to directly address their issues and “save” them as customers.

PhiPower’s Responsive Customer Satisfaction Studies (RCSS) securely send informative, real-time alerts to your accommodating staff/customer service representatives when a customer is dissatisfied. When a customer takes a brief RCSS study, from a smart phone or computer, and indicates dissatisfaction (rating the experience a 1, 2, or 3 on a 10-point scale), he or she explains how or why they are dissatisfied, a message of concern is immediately conveyed back to the customer, permission to recontact the person is requested, and volunteered contact information is gathered. The instant that online interview is completed, details (name, contact information, reason displeased, and other information) are securely emailed directly to your Customer Service department or designate. In an effort to retain the customer, and address his or her issue(s), one of your company’s Customer Service representatives reads why the person is unhappy, and rapidly recontacts the dissatisfied customer directly in an effort to be responsive. That is a valuable opportunity to prove the company is listening and cares, and to “save” the customer. It requires your company’s Customer Service representatives, or their approved proxies be trained and articulate; intelligently read the comments; respond via an approved vehicle (telephone call, email, or text); diplomatically communicate that he or she is listening and sympathetic to the issue; and, ideally, be empowered to resolve or ameliorate the problem(s).

In addition to retaining customers by identifying and eliminating recurring problems, and avoiding negative online reviews, RCSS also identifies aspects endorsed by satisfied customers which can be promoted to convey how the company delivers.

Metrics can be tracked internally (or by PhiPower) for Key Performance Indicators (KPIs) such as satisfaction stats, Net Promoter Scores (NPS), and “saves” per month.

RCSS costs **\$1,500 to set up** (a one-time fee), a **\$50 monthly subscription** (which may be cancelled at any time), and **\$1 for each alert**, i.e., for each time a customer is dissatisfied, provides permission to be recontacted and contact information, and has his or her information transmitted via secure email.

RCSS Billing Policy, Authorization, and Deliverables

Phi Power Communications, Inc. ("PhiPower" or "Phi Power") requires **\$1,500 payment to set up an RCSS survey** and engage project work; this completed form may be used as an initial invoice. Per the information supplied by the client in this document, an online customer satisfaction survey will be created by PhiPower for the client. The client will be given access to review the survey instrument before it is made available to the public; it will not be activated publically until after final written approval is received from the client. That approval may be in the form of an email. Once approved, a QR Code will be created and provided to the client; the intent is any customer scanning it on a mobile phone will be taken directly to the online study. In addition, there will be a URL provided that can be hyperlinked on a webpage, and/or printed on receipts, signs, or ads. There is no known limit to the number of satisfaction surveys that can be taken under this agreement. All respondents 18+ taking the survey will be given an opportunity to comment on their recent experience with the client's company. Only dissatisfied respondents will be asked for permission to be recontacted, and, if permission is provided, for their contact information. Assuming dissatisfied respondents provide permission, and an email address, phone number, or text number, the client will be sent via a secure, real-time email (an "alert") containing all of the information provided by the dissatisfied customer/respondent. It is mutually agreed that the Personally Identifiable Information (PII) provided by participants will be protected and treated as confidential by all recipients, that it is gathered only to address customer complaints and issues, and that it will NOT be used to sell anything or for any promotional purposes without advanced written approval by the specific customers involved.

The secure email "alerts" for dissatisfied respondents, those answering one (1), two (2) or three (3) on a 1-to-10-point scale of satisfaction, will be sent to the email address noted in this document with the qualitative and quantitative content gathered by the survey; it will be the responsibility of the client to protect the information, interpret it, and, if so desired, to recontact the person in an effort to address their issue(s) or complaint(s).

At the end of every month, PhiPower will issue an invoice at the rate of **\$1 (one dollar) for each dissatisfied customer** whose information was sent by secure email, and a **\$50 monthly subscription fee**; with written notice, **either party may cancel this agreement at any time**. Also at the end of every month, an Excel file will be electronically provided by PhiPower, if requested, containing data for everyone age 18+ who completed the survey. The survey will not offer or provide survey takers with any incentives (no cash payments, sweepstakes, or prizes will be offered), yet, as an online survey open to the public, it is possible some respondents will take the survey multiple times; it is mutually agreed that PhiPower will not be responsible for monitoring or "cleaning" the real-time alerts or Excel files sent to clients.

Standard Terms and Conditions

Indemnification – Each party (the "Indemnitor") agrees to indemnify, defend, and hold the other party (the "Indemnitee") harmless against any and all third party expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by the Indemnitee in connection with any third party claims of any kind relating to the Indemnitor's breach of this Agreement.

Payment – Unless otherwise specified, payment for all services hereunder is due upon receipt of invoices. If not paid within thirty (30) days from the date of invoice, interest at the rate of one point five (1.5%) per month or the maximum lawful rate, whichever is less, shall be charged for each month or portion of each month past due on all amounts not paid within thirty (30) days of invoice. Clients shall be liable for all costs (including reasonable attorney's fees) incurred in collecting amounts past due hereunder. Any fees earned for the provision of services and any rechargeable costs are exclusive of any sales tax.

Limitation of Liability – Except with respect to the indemnification of third party claims, in no event shall either party be liable for consequential, special, or incidental damages of any kind and PhiPower's total liability hereunder shall not exceed the amounts paid by Client to PhiPower under this Agreement. PHI POWER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES TO BE PROVIDED BY PHI POWER HEREUNDER, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Force Majeure – Neither party shall be liable for consequences of any nature resulting from any event of force majeure, provided such event was promptly communicated in writing by the affected party to the other party. The affected party shall promptly resume its performances and/or discharging of its obligations hereunder upon cessation of the force majeure event. "Force Majeure" shall mean the following events: war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, flood, drought or bad weather, power outage, Internet outage, the requisitioning or other act or order by any government department, council or other constituted body, or any cause beyond PhiPower's or Client's reasonable control.

General – This Agreement will benefit and bind the parties and their respective successors and permitted assigns, contains a complete statement of all arrangements between the parties relating to its subject matter, and supersedes all prior proposals, agreements, and representations between them, whether written or oral. No changes, amendments, or modifications to this Agreement shall be valid unless set forth in a written instrument signed by each party. Neither Client nor PhiPower shall assign this Agreement. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of New York and the federal courts situated in New York in connection with any action arising under this agreement.

Cancellation – Client shall be liable for all costs as specified under this agreement. Notification of cancellation must be conducted in writing and must be acknowledged by PhiPower. PhiPower shall immediately cease all work associated with this Agreement upon acknowledgement of cancellation by client. Clients may cancel this service at any time, and Phi Power reserves the same right.

The following information is needed:

Client contact information (Primary Point of Contact):

Name: _____

Title: _____

Company: _____

Email Address: _____

Phone Number(s): _____

Mailing Address: _____

Billing Contact:

Name: _____

Title: _____

Email Address: _____

Phone Number(s): _____

Mailing Address: _____

Client contact information (Technical Contact):

Name: _____

Email Address: _____

Phone Number(s): _____

Client contact information (Customer Service Contact):

Name: _____

Email Address: _____

Phone Number(s): _____

Email address to which alerts are to be sent:

URL to find the approved company/organization logo for use within the online survey:

Categories (alphabetized) that are to appear when the experience was unsatisfactory:

- [1]
- [2]
- [3]
- [4]
- [5]
- [6]
- [7]
- [8]
- [9]
- [10]
- [88] Other

For reference, the categories in the demo were as follow:

- | | |
|---|---------------------------------|
| [1] Billing | [6] Product Quality |
| [2] Customer Service (how treated by Sales staff) | [7] Return Policy |
| [3] Online experience with the company's website | [8] Safety |
| [4] Pricing, Discounts, What was or was not on sale | [9] Store location or condition |
| [5] Product Availability (what was and was not available) | [10] Time required to shop |
| | [88] Other |

Departments (alphabetized) that are to appear when asking about the experience:

- [1]
- [2]
- [3]
- [4]
- [5]
- [6]
- [7]
- [8]
- [9]
- [10]
- [88] Other

For reference, the departments in the demo were as follows:

- | | |
|--|---|
| [1] Appliances | [6] Housewares and bedding |
| [2] Children's clothing | [7] Jewelry |
| [3] Cosmetics/beauty | [8] Men's clothing |
| [4] Electronics and home entertainment | [9] Women's clothing |
| [5] Garden | [88] Other (please identify) // INSERT TEXT BOX |

Your signature below indicates acceptance of this proposal and authorizes PhiPower to begin work.

ACCEPTED AND AGREED:
By (signature): _____
(print): _____
Title _____
Company _____
Email _____
Phone # _____

Phi Power Communications, Inc.	
Name:	Gail Conn gail@phipower.com 212-355-2341
Title:	CEO

[] Check here if you would like to discuss PhiPower providing monthly or quarterly reporting, or any other special handling; additional work will require a separate scope of work(SOW).

This completed document may be used as an initial invoice. The \$1,500 set-up and engagement fee should be electronically remitted to the following:

Account Holder: Phi Power Communications, Inc.
Bank: JPMorgan Chase
Branch: 1180 2nd Ave New York NY 10065
Account Number: 408955834
Routing/ABA/Transit Number: 021000021
SWIFT Number: CHASUS33

Please email this executed agreement/form to the following: rcss@phipower.com

Additional Notes:

RCSS Contact Information:

Gail Conn
CEO
gail@phipower.com
212-355-2341