

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Clarus Marketing Group, LLC

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The undersigned state and agree as follows:

1. The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General enters into this Assurance of Voluntary Compliance ("Assurance") with Clarus Marketing Group, LLC ("CMG") to resolve the Attorney General's concerns regarding CMG's compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL"), and Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"), in connection with CMG's marketing of its subscription program (fee-based program in which subscribers have access to shipping rebates, discounts, and other benefits ) in Iowa.

2. CMG denies wrongdoing or liability or any kind and denies that the BCL applies to its marketing of its subscription program, but has agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry into CMG's marketing of its subscription program in Iowa.

3. The effective date of this Assurance is the date of the last signature below.

IT IS THEREFORE AGREED that CMG and CMG's employees, successors and assigns shall, at its option, either (1) cease enrolling consumers residing in the State of Iowa in its subscription program as of the effective date of this Assurance; or (2) comply with the BCL. Without limiting the foregoing, should CMG continue to enroll consumers residing in the State of Iowa in its subscription program, this Assurance requires compliance with all notice, disclosure, and other requirements of Iowa Code §§ 555A1 through 555A.5 (incorporated by section 552A.3 of the BCL) and with all requirements relating to contracts set forth in Iowa

Code §§ 552A.3 and 552A.4, as applicable, in connection with the advertising, marketing or sale of Buying Club Memberships as defined in the BCL ("BCL programs") to consumers residing in the State of Iowa.

IT IS FURTHER AGREED that CMG and CMG's employees, successors, and assigns shall immediately cease billing Iowa residents for enrollments in its subscription program that were effected at any time prior to the effective date of this Assurance, provided however that this cessation of billing does not apply to Iowa residents: (1) who have affirmatively made more than one rebate claim pursuant to their memberships; or (2) who have made a rebate claim within the six month period preceding the effective date of this Assurance.

IT IS FURTHER AGREED that CMG and CMG's employees, successors, and assigns shall comply with the CFA should CMG continue to enroll consumers residing in the State of Iowa in its subscription program. Without limiting the foregoing, this paragraph requires each of the following:

A. Clear and conspicuous disclosure to prospective purchasers of a subscription program of all material aspects of the subscription and the subscription transaction.

B. Reasonable efforts to ensure that Iowa consumers who pay for the subscription program but who are not known by CMG to be active users of subscription benefits receive actual notice, at least once every twelve months (the first such contact to occur within six months of initial enrollment), of the existence of the subscription, the amount and manner of the subscription charges, and how to cancel, through a mailing reasonably designed to effect such actual notice.

IT IS FURTHER AGREED that CMG pay to the State of Iowa, within 14 days of the effective date of this Assurance and in the manner the Attorney General directs, the sum of

\$154,126.00, to be applied by the Attorney General in its discretion to making full or partial payments to Iowa consumers of amounts they spent for CMG's subscription program, to the extent payment in full for such amounts has not previously been made, pursuant to the BCL and the CFA (Iowa Code § 714.16(7)). CMG agrees to cooperate with reasonable requests from the Attorney General for last known contact information (full name, mailing or billing address, email address, and telephone number) and prior payments information for Iowa residents in connection with efforts to effect such payments. To the extent that consumers eligible for payments cannot be located through reasonable efforts, the money that is not paid to consumers shall be retained by the Attorney General to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7), and shall be deposited into the fund created by Iowa Code § 714.16A (2011). No part of this payment shall be deemed a penalty of any kind. This payment to the Attorney General for payments to Iowa consumers for amounts spent for CMG's subscription program shall not affect CMG's established pre-Assurance policy regarding consumer-requested refunds or payments as it applies to Iowans, which policy the Attorney General neither approves nor disapproves. This requirement shall not be interpreted to limit in any way refunds or payments to consumers by CMG in circumstances in which a refund or payment is not expressly required.

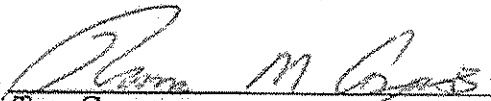
**IT IS FURTHER AGREED** that a violation of this AVC is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this AVC are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law.

IT IS FURTHER AGREED that, pursuant to Iowa Code § 714.16, CMG pay to the Attorney General, within 14 days of the effective date of this Assurance and in the manner the Attorney General directs, the sum of \$10,000.00, to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16A (2011).

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and CMG hereby consent to the form and contents of this AVC, which is to take effect immediately upon execution by all signatories indicated below.

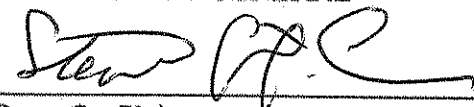
*December 2,*  
Dated: ~~November~~ \_\_\_\_\_, 2011

CLARUS MARKETING GROUP, LLC

By:   
Tom Caporaso  
Chief Executive Officer

*December*  
Dated: ~~November~~ 7, 2011

IOWA ATTORNEY GENERAL

By:   
Steve St. Clair  
Assistant Attorney General