

EXPRESS SERVICE AGREEMENT

1. The RETAILER certifies that all coupons forwarded to Atlantic Coupon Service ("ACS") meet manufacturer's terms and conditions.
2. ACS shall sort, count, submit and invoice distributing manufacturers, or their authorized agents, who have authorized ACS to act as a clearinghouse.
3. The RETAILER will release and discharge the Manufacturer from any liability for payment to Retailer by reason of making said payment to ACS with the exception of pay-direct coupon submission.
4. For coupons submitted to the manufacturer on a pay-direct to retailer basis, RETAILER will pay ACS its service charge, included in the payment by the Manufacturer.
5. RETAILER authorizes ACS to maintain a security deposit by deducting a percentage of the amounts otherwise payable to customers as ACS reasonably determines is necessary to cover the cost of rejected coupons or other chargebacks by a Manufacturer.
6. Upon Manufacturers' rejection of a coupon for redemption or any other refusal to pay in a timely manner, ACS shall charge back to RETAILER the full amount charged back by the Manufacturer plus a chargeback fee equal to the prevailing handling fee allowed by manufacturers.
7. In the event of a chargeback, RETAILER shall promptly pay to ACS any unreimbursed amount. RETAILER further agrees that he will be responsible to ACS for any attorney's fees and costs incurred by ACS in obtaining payment for a chargeback.
8. RETAILER agrees to accept ACS chargeback detail as documentation of manufacturer chargeback or rejection in place of the physical coupon(s).
9. The Retailer's coupons will be insured by ACS for loss from fire and theft from the time of receipt, until received by the respective manufacturers.
10. This agreement shall endure to the benefit of and be binding upon the parties hereto, their successors and or assigns.
11. Retailer agrees to notify ACS within 15 days of any change of ownership.
12. Retailer submits to the jurisdiction of the state of New Jersey and to the Superior Court, Morristown, New Jersey. Retailer irrevocably waives, to the extent permitted by law, and objection to the venue of any action brought in such court, and any claim that such action has been brought in an inconvenient forum. If Retailer shall not have appointed an agent for service in New Jersey, Retailer agrees it may be served by registered or certified mail, postage prepaid, mailed to its last known business address.
13. This agreement is enforced from the date of signing and may be terminated by either side by giving 30 days' notice in writing.

The undersigned, being duly authorized, attest that the questionnaire information provided is true to the best of his/her knowledge and understands and agrees to the agreement terms for coupon submission.

NAME OF OWNER/OFFICER _____ TITLE _____
COMPANY NAME _____
ADDRESS/STORE LOCATION _____
MAILING ADDRESS IF DIFFERENT _____
CITY _____ STATE _____ ZIP _____ TELEPHONE (____) _____
E-MAIL ADDRESS _____ WEBSITE ADDRESS _____
SIGNATURE _____ DATE _____