

A thick diagonal line with a black outer border and a yellow inner border runs from the top-left corner towards the bottom-right.

Private
LABEL

Group
ACCOUNTS

Services
Agreement



The information contained herein is the sole and proprietary intellectual property of AdSwift, LLC, Portland, Oregon.

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This Agreement (the " Agreement") is between AdSwift, LLC™'aa dba adswift.com ("AdSwift") with its principal place of business at Portland, Oregon, and ("Client"), with its principal place of business at _____, _____, _____.

In consideration of the mutual covenant and conditions set forth herein, AdSwift and Client agree as follows:

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- 1 Service/Product Provided:**

As requested by Client (Client ordered postcards) or by Client agents (agent ordered postcards), AdSwift will design, create and mail "print on demand" postcards. If requested, AdSwift will design the postcards, insure that they meet current postal requirements, and obtain Client approval on the design.
 - 2 Cost and Billing:**

The cost for the automated printing, addressing and mailing portion of the AdSwift service shall be **.45 cents per standard and .75 cents per "jumbo"** postcard for Client or agent ordered postcards which shall be paid to AdSwift by Client or by Clients ordering agent via credit card at the time of order.

Design services for Client or Clients agents will be billed at the standard rate of **\$100 per hour** unless other arrangements have been specifically negotiated between Client and AdSwift. Payment for design services is due the earlier of 10 days after postcard mailing date or design completion and submission date.
 - 3 Right of Final Review and Approval Have All Artwork:**

If design services are ordered, then Client shall have the right of final review and approval of all artwork and postcard designs before printing by AdSwift. Client's right of review and approval applies to both Client ordered postcards and agent ordered postcards.
 - 4 Ownership of Artwork:**

Client shall own all artwork and designs of postcards created by AdSwift for Client. This shall apply to both Client ordered postcards and agent ordered postcards. Said artwork and designs cannot be used by AdSwift or any other person, and cannot be sold or offered by AdSwift to any other person or customer.
 - 5 Designated Contact Persons:**

Client shall each designate a single contact person to facilitate design communications between the parties.

- 6 Term:**
The term of this Agreement shall commence on upon clients signing up for a Business or Private Label Account. Either party may terminate this Agreement upon 10 days written notice.
- 7 Use of Intellectual Property:**
Nothing contained in this Agreement gives either party a license or right to use the trademarks or service marks, trade dress, corporate name, logos, brands, copyrights or other intellectual property of the other party other than for purposes of the Agreement. Any other use will require the prior written consent of the party that owns such intellectual property.
- 8 Assignment:**
The Agreement will be binding upon and inure to the benefit of each of the parties, their successors and assigns. This Agreement may not be assigned or transferred, in whole or in part, without the written consent of the other party. Any such assignment or transfer without consent will be void.
- 9 Notices:**
All notices and other communications required to be given under this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered; (b) ten business days after mailing, postage prepaid by certified mail; or (c) when delivered by an over night delivery service.
- 10 Governing Law:**
This Agreement will be governed by the laws of the State of Oregon, without giving effect to its conflicts of law provisions.
- 11 Entire Agreement:**
This Agreement constitutes the entire Agreement and understanding between the parties, and there are no other agreements, representations, warranties or understandings between the parties with respect to the subject matter hereof.

ACCEPTANCE

BY SIGNING UP FOR AN ADSWIFT.COM GROUP ACCOUNT OR PRIVATE LABEL ACCOUNT CLIENT HEREBY AGREES TO THE ABOVE AND, BY ACCEPTING CLIENTS ACCOUNT SIGN UP, ADSWIFT IS LIKEWISE OBLIGATED BY THIS AGREEMENT.