

THIS AGREEMENT, is entered into by and between SubscriptionAgency.com, Inc, a FL corporation, hereinafter referred to as "THE AGENCY", and yourself, hereinafter referred to as "INDEPENDENT AGENT."

WITNESSETH

WHEREAS, INDEPENDENT AGENT has the authorization and power to enter into this Agreement on behalf of such entity and bind such entity and INDEPENDENT AGENT further represents and warrants that his/her acceptance of this Agreement will create a legally binding and enforceable Agreement with respect to all of INDEPENDENT AGENT'S business; and

WHEREAS, THE AGENCY has agreed to clear magazine subscriptions for INDEPENDENT AGENT and perform other services for it as hereinafter set forth, and INDEPENDENT AGENT desires to avail itself of such services; and

WHEREAS, THE AGENCY is in the business of fulfilling magazine subscriptions and is desirous of clearing and fulfilling subscription contracts as taken by INDEPENDENT AGENT.

NOW THEREFORE, in consideration of the mutual promises exchanged herein, the parties hereby agree as follows:

1. THE AGENCY will accept subscription orders only for subscriptions sold during the term of this Agreement; THE AGENCY accepts no responsibility for fulfillment of any orders received by THE AGENCY prior to the effective date of this Agreement or after the effective date on which this Agreement expires or is terminated.

2. INDEPENDENT AGENT agrees to solicit subscriptions to magazines that are designated as authorized publications by THE AGENCY. THE AGENCY will provide INDEPENDENT AGENT with an authorized list of publications. These authorized publications may be changed at any time by THE AGENCY through e-mail, facsimile, website or written notification to INDEPENDENT AGENT. INDEPENDENT AGENT who is authorized to solicit, accept and forward THE AGENCY subscriptions for those publications which are designated as authorized publications by THE AGENCY, at the terms and prices currently authorized by THE AGENCY, which terms and prices will be subject to periodic changes which will be communicated. Such changes in the authorized list of publications or in the costs and terms of sale of such publications shall become effective upon the date that is stated in the written notification of such changes provided from THE AGENCY to INDEPENDENT AGENT. INDEPENDENT AGENT must sell all subscriptions at no less than the authorized subrate, as listed on their authorized list of titles. THE AGENCY may terminate the INDEPENDENT AGENT's account if it is learned that subscriptions have been sold for less than this authorized rate.

3. INDEPENDENT AGENT agrees to clear through THE AGENCY authorized magazine subscriptions obtained or produced by or through its agents, employees, subcontractors, independent contractors, or any other persons acting on behalf of INDEPENDENT AGENT. THE AGENCY will provide INDEPENDENT AGENT with pricing information and descriptions of selected magazines at no extra charge. Any additional services, such as training, support, software upgrades, special programming requests and other requests will be payable by the INDEPENDENT AGENT at the normal prices charged for such services. Should this Agreement ever terminate, INDEPENDENT AGENT agrees not to disclose any of this confidential information to any third parties without written consent from THE AGENCY. Confidential information includes, but is not limited to agent remit rates, practices, marketing intelligence, access to password protected parts of THE AGENCY' web site, software and special programming.

4. THE AGENCY agrees to clear and forward to magazine publishers fully paid and authorized magazine subscription orders received from INDEPENDENT AGENT in accordance with the

Initial \_\_\_\_\_

terms set forth on current written remit schedules provided by THE AGENCY to INDEPENDENT AGENT from time to time; in addition, for the foregoing services and assistance, INDEPENDENT AGENT agrees to pay THE AGENCY an amount equal to the remit price stated in the price sheets for each subscription, plus applicable taxes, fees and other charges including all costs incurred by INDEPENDENT AGENT on behalf of THE AGENCY, to the extent any such costs are incurred on behalf of INDEPENDENT AGENT, INDEPENDENT AGENT acknowledges and agrees to pay any Debit Balance owed by INDEPENDENT AGENT to THE AGENCY and, at the request of THE AGENCY, shall execute a Promissory Note and/or such other documents as are required by indebtedness. Provided, further, the parties acknowledge and agree that the remit rate above is a special rate that shall be in effect only so long as INDEPENDENT AGENT is in full compliance with all of the terms of this Agreement.

5. INDEPENDENT AGENT agrees to pay for orders submitted to THE AGENCY in cash, checks, money orders, Visa or MasterCard; such payment must accompany all orders, and all such orders must not be more than seven (7) days old when received by THE AGENCY from INDEPENDENT AGENT for fulfillment. THE AGENCY shall have no responsibility to fulfill or otherwise process orders when they are not accompanied by full payment or if any of such orders are more than seven (7) days old as set forth in the preceding sentence.

5a. If the INDEPENDENT AGENT pays a \$50.00 credit pre-payment when joining the program, this payment will be applied to the first \$50.00 in remit charges for subscriptions submitted to THE AGENCY. After one year, any unused portion of the pre-payment will be forfeited.

5b. If the INDEPENDENT AGENT has not cleared any magazine orders for any consecutive period of 90 days, then after those 90 days (the 'Grace Period') the INDEPENDENT AGENT will be deemed 'Inactive'. Once an INDEPENDENT AGENT account is deemed Inactive, the INDEPENDENT AGENT will be subject to a \$5.00 administrative fee (the 'Inactive Account Fee'). THE AGENCY may deduct an amount up to the Inactive Account Fee amount from the INDEPENDENT AGENT's Account Balance on the day following the end of the Grace Period and then every thirty (30) days thereafter (provided the account remains inactive). If the INDEPENDENT AGENT's account balance is zero then no deduction will be made. Additionally, THE AGENCY will not deduct the full Inactive Account Fee from the account balance if the account balance is less than the Inactive Account Fee amount. However, THE AGENCY has the right to deduct "up to" the Inactive Account Fee amount.

6. All orders for subscriptions obtained by INDEPENDENT AGENT will be taken in its capacity as independent contractors on its own subscription blanks and through its own employees, salesmen, managers, solicitors, other individuals, or independent contractors as may be hired or otherwise engaged by INDEPENDENT AGENT. It is understood by both parties that INDEPENDENT AGENT is acting strictly as its own independent vendor and is not in any way connected with THE AGENCY. All expenses, such as advertising, travel, cars, food, lodging, transportation fares, dues, fines, bonds, premiums therefore, licenses and other forms of expense. Cost or advancement, shall be the sole responsibility of INDEPENDENT AGENT and shall not in any way be imputed to or in any way bind THE AGENCY. In addition, INDEPENDENT AGENT agrees to indemnify and hold harmless THE AGENCY from any and all actions taken on behalf of INDEPENDENT AGENT or by its employees, salesmen, managers, solicitors, other individuals, or independent contractors in soliciting magazine or book subscriptions hereunder. It is further agreed by and between the parties that all applications for licenses, permits, bonds, insurance policies, advertising agreements, and other representations to the public, shall be strictly in the name of INDEPENDENT AGENT and that the name of THE AGENCY shall never be used in connection with selling activities on behalf of INDEPENDENT AGENT.

7. In the event that INDEPENDENT AGENT desires to have any of its own authorized sales representatives or independent contractors compete in the compensation or other sales incentive

Initial \_\_\_\_\_

programs sponsored by THE AGENCY, it is specifically understood that payment due under any of such contests or programs to any of the authorized representatives of INDEPENDENT AGENT will be the sole responsibility of INDEPENDENT AGENT and INDEPENDENT AGENT will be responsible for paying all awards and prizes due to its own representatives for any money, trips, or other prizes that may be due to such representatives who are or may be competing in sales incentive programs or compensation sponsored by THE AGENCY.

8. INDEPENDENT AGENT specifically agrees that all subscriptions solicited or sold by it or through its authorized representatives or employees shall not involve any false, misleading, erroneous, inaccurate, whatsoever which may reflect unfavorably upon THE AGENCY or any generality of the foregoing, INDEPENDENT AGENT agrees that to the best of its ability, it will insure that each of its representatives and employees shall comply with all local, state, and federal laws and regulations including, specifically, all applicable rules, regulations and orders of the Federal Trade Commission. INDEPENDENT AGENT agrees to indemnify THE AGENCY from all costs and liabilities arising from any violation of any such laws, regulations, rules or orders by any representatives or employees of INDEPENDENT AGENT in the solicitation or sale of publications hereunder.

9. INDEPENDENT AGENT hereby acknowledges and agrees that its rights hereunder may not be assigned in whole or in part to any other party without the specific written consent of THE AGENCY. No waiver by THE AGENCY of any breach by INDEPENDENT AGENT of any provision in this Agreement shall be deemed a continuing waiver or prevent THE AGENCY from insisting upon strict performance by INDEPENDENT AGENT of all of the obligations it has assumed under this Agreement. THE AGENCY also reserves the right to up-date and/or revise this agreement as deemed necessary and the INDEPENDENT AGENT will be responsible to adhere to changed or up-dated stipulations.

10. This Agreement is not intended to be nor is it, a contract of employment between any of the undersigned parties.

11. INDEPENDENT AGENT and THE AGENCY both specifically represent that they have all requisite power and authority to enter into this Agreement, and this Agreement is a valid and binding obligation of INDEPENDENT AGENT and THE AGENCY, enforceable in accordance with its terms. INDEPENDENT AGENT and THE AGENCY each represent that there is no existing or prior agreement or arrangement or other obligation that such party has with any third person or entity which would prevent or impair INDEPENDENT AGENT or THE AGENCY from entering into and performing this agreement in full compliance with the terms hereof or which would cause the other party to this agreement to be exposed to any liabilities from any third person or entity. Provided, further, that INDEPENDENT AGENT specifically agrees to be fully responsible for any obligations or payments due to any third person or entity under any prior agreement or arrangements or dealing with any third person or entity for any obligations or payments due to any third person or entity under any prior agreement or arrangements or dealing with any third person or entity for any time period prior to the date of this Agreement; INDEPENDENT AGENT specifically to indemnify THE AGENCY from any and all losses, expenses, or damages that may be incurred by INDEPENDENT AGENT as a result of any breach of any warranties, representations or agreements contained in this Paragraph 12.

12. Either party may terminate this agreement at any time, and immediately in the event of the voluntary or involuntary dissolution, bankruptcy, insolvency, or appointment of a receiver or the sale or assignment of a substantial portion of the assets or the other party for the benefit of its creditors. THE AGENCY will terminate this agreement if INDEPENDENT AGENT fails to adhere to the pricing and terms posted in the price list, included, but not limited to, selling below the listed subrate, packaging magazines in a way that discounts the titles individually, accepting coupons or rebates in lieu of payment, selling subscriptions via sales channels not authorized for that particular title. THE AGENCY may terminate this agreement if INDEPENDENT AGENT is unable to pass an AAM/BPA, publisher or internal audit and the INDEPENDENT AGENT agrees to keep

Initial \_\_\_\_\_

all order documentation on file for not less than five years. THE AGENCY may terminate this agreement if the INDEPENDENT AGENT has not processed any orders during the previous six month period. After this time, the INDEPENDENT AGENT may have to reapply for authorization. Expiration, termination, or cancellation of this Agreement shall not affect rights, obligations, or liabilities of the parties hereto which accrue prior to such expiration, termination or cancellation.

13. INDEPENDENT AGENT hereby agrees to adhere to the following terms and conditions:

a) INDEPENDENT AGENT shall provide customers with professional and timely service in fulfillment of products sold and resolutions of problems encountered.

b) INDEPENDENT AGENT will not use online auctions to sell magazine subscriptions, including Ebay and Ebay Stores.

c) INDEPENDENT AGENT will not market to or accept subscription orders for customers that have requested they be removed from solicitation lists, included DNC.

14. This agreement contains the entire Agreement and policy of the parties hereto, and shall be construed according to the laws of the state of Florida. This Agreement may be amended by THE AGENCY at any time without notice. INDEPENDENT AGENTS are advised to review this agreement periodically for changes at [www.subscriptionagency.com/agreement.pdf](http://www.subscriptionagency.com/agreement.pdf).

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
EIN/SSN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Initial \_\_\_\_\_