

KSM PROMOTIONS, INC. COMPANY STORE AGREEMENT

This Agreement is made as of _____ at Highland Park, Illinois, by and between KSM Promotions, Inc. ("KSM") an Illinois corporation with offices located at 1340 Old Skokie Road, Highland Park, IL. and _____ ("____"), with offices located at _____.

1. Term. The term of this agreement shall commence on the date hereof and continue for One Year. The Agreement shall automatically renew year by year unless 60 days written notice is given by either party prior to the end of the term or any renewal term.
2. KSM PROMOTIONS, INC. Responsibilities.
 - A. KSM will manage a Webstore per the agreed items to be determined. All merchandise will be decorated with the _____ logo, per specifications approved. A one-time webstore development fee of \$995.00 will be invoiced for the webstore design, web deployment and creation of the custom product catalog. A \$97.00 maintenance charge will be billed on a monthly basis. Custom programming charges outside of our standard company store platform will be billed on an hourly basis at \$185.00/hour. Warehousing charges run \$75.00 per month for an entry level amount of merchandise up to (3) pallets. Warehouse charges will change accordingly based on the amount merchandise stored in our warehouse. Apparel can be purchased as an on-demand item and hard goods will be purchased and invoiced up front at least factory minimum quantities or quantities determined by KSM and _____.
 - B. KSM accepts responsibility for the collection and payment of applicable state sales and local sales taxes. KSM currently charges applicable Illinois sales taxes unless an appropriate resale certificate is received. Other state taxes may be added in the future as required by law.
 - C. In the event that a manufacturer discontinues an item, KSM will use its best efforts to substitute items of similar quality and price. KSM shall not be responsible for manufacturers' discontinuing merchandise, labor disputes or losses, delays or events in whole or in part beyond KSM's or manufacturers' control. In no event shall KSM be liable for consequential damages.
3. SHIPPING:

Normal method of shipment will be via Ground Service. Overnight or rush service will be available for an additional charge. Air freight and messenger services will be billed separately.

International orders will be sent the best method with additional charges for document preparation. Any duties or taxes related to international orders will be the responsibility of the customer.
4. Merchandise Orders
 - A. Orders may be placed on the on-line company store shopping cart. Any special requests can be directed to an assigned dedicated customer service team member.
 - B. KSM will accept orders that are prepaid by VISA, MasterCard, or American Express or are accompanied by a Client's authorized corporate purchase order number or authorization code.
 - C. In the event that an item is out of stock and a backorder is created, the customer will be notified and given an opportunity to substitute another item, keep the item on backorder or cancel the item from the order.

5. Payment Responsibilities. _____ agrees to pay net fifteen (15) days after credit approval from the date of the invoice for the following:

A. For all bulk merchandise orders with _____ purchase orders, including applicable freight, handling charges, and sales taxes.

6. Data Protection

KSM will not disclose Customer Data to any third party, except to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing Professional Services to _____, provided that such recipients are bound by confidentiality provisions. KSM further agrees that it will monitor and test its Data Safeguards from time to time, and further agrees to adjust its Data Safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring. If KSM suspects or becomes aware of any unauthorized access to any Customer Data or Personal Data by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by KSM under this Agreement or in connection with the performance of the Professional Services or other services performed under this Agreement, KSM shall immediately notify _____. KSM follows Payment Card Card Industry (PCI) data security standards to securely process credit card payments. Credit card numbers are not stored on any server and KSM does not share cardholder data with any third-party service providers. Payments are processed via a virtual payment terminal accessed by and Internet-connected web browser. KSM accesses the PCI DSS-compliant virtual terminal solution via a computer that is isolated in a single location and is not connected to other locations or systems within the merchant environment. KSM does not have any attached hardware devices that are used to capture or store cardholder data.

7. Early Termination Provision. Prior to the end of the term or any renewal term, either party may terminate the agreement at any time by giving 60 day written notice to the other party.

8. Other.

A. _____ logos, registered trademarks and artwork provided by _____ are the sole property of _____ and will not be used by KSM on any merchandise other than described herein WITHOUT permission. _____ will defend and hold KSM safe and harmless from any and all loss, expenses and claims including, but not limited to, attorney's fees and other costs of litigation resulting from actions arising out of the use of trademarks, logos and other specifications supplied by _____.

B. KSM shall perform services hereunder only as an independent contractor and not as an agent, employee, and partner or joint venturer of _____. Neither party shall represent to anyone that KSM's relationship to _____ is other than that of an independent contractor.

C. This Agreement constitutes the entire agreement between the parties; it is intended as a complete and exclusive agreement, and it supersedes all prior agreements, understandings and representations. From time to time, KSM and _____ may agree on new items for insertion into the program. The Agreement shall not be varied except by written agreement signed by KSM and _____.

D. Any notices required to be given shall be in writing and addressed as follows:

If to Client:

If to KSM PROMOTIONS, INC:

KSM Promotions, Inc.
Attention: Mike Polisner
1340 Old Skokie Road
Highland Park, IL 60035

E. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Client and KSM PROMOTIONS, INC. have each caused this instrument to be executed by their respective duly authorized officers/employees on the date set forth below.

Client

By: _____

Name: _____

Title: _____

Date: _____

KSM Promotions, Inc.

By: _____

Name: _____

Title: _____

Date: _____