



INTERNATIONAL COUPON SERVICES COUPON PROCESSING
SERVICE AGREEMENT

We hereby request that **International Coupon Services, (ICS)**, act as our agent in collecting monies due our retailers for any and all coupons we have submitted on their behalf.

_____ (**Company Name**), as an agent for our retailers, represent that they have redeemed these coupons in their stores in accordance with all of the written provisions stated on the face of the coupons by the manufacturers

We authorize you, as **President & CEO of ICS**, to endorse any checks that our retailers receive from the manufacturers for these coupons; and to accept cash at your office from any manufacturer for coupons, which we are turning over to you for collection to our retailers account.

We further agree to hold ICS, its officers, agents, and representatives, harmless from any and all claims or judgments resulting from failure on our retailers' part to redeem coupons in accordance with the requirements of the manufacturers issuing same, including attorney fees and court costs.

We further agree that ICS can deduct the amounts refused by a manufacturer (chargebacks) from that store's future shipments. For each shipment from retailer totaling less than 500 redeemable coupons, retailer agrees to pay a \$5 handling fee.

ICS will pay to the retailer 100% of the face value of all legitimately presented coupons and will provide the following services:

- Handling of coupons to the processing plant.
- Issuance of retailers' funds for settlement of coupons shipped, approximately 35 days from the date the coupons are received at the processing plant.
- Secured web access to all pertinent data concerning coupons submitted for processing to include, but not limited to the following.
 1. Shipment data beginning at the creation of any shipment of coupons upon receipt at ICS.
 2. Store's pay history
 3. Complete Charge Back history
 4. Pending Charge Back Data

This coupon processing agreement is for a term of 3 years and may be terminated if terms of this agreement are not fulfilled and not remedied within 30 days. If remedies to the unfulfilled terms of this agreement are not completed within 30 days either party may terminate this agreement by providing 60 days written notice. This agreement renews automatically unless written notice is provided by either party within 60 days of the term date. Upon termination of the agreement, ICS may hold funds sufficient to cover all chargebacks or anticipated future chargebacks of retailers for a reasonable period of time.

This agreement may be amended from time to time upon sixty (60) days written notice.

Company_____	International Coupon Services
Address_____	P.O. Box 18716
Cty/ST/Zip_____	Oklahoma City, OK 73154

Authorized Name:_____	Ron Edgmon
Title:_____	President & CEO

Signature:_____ Signature:_____

Date:_____ Date:_____