



SUPPLY AGREEMENT

THIS AGREEMENT, made as of this ___ day of ___, 2004, is between _____, a _____ corporation ("Customer"), and Return Mail Solutions, Inc., a Michigan corporation ("Supplier").

BACKGROUND:

1. Customer has addresses for its customers and/or clients ("Clients") which it has attempted to bill but which billings have been returned due to an undeliverable address; and
2. Supplier is in the business of providing address correction; and
3. Customer desires to purchase from Supplier and Supplier desires to sell to Customer, its services related to address correction and management ("Services") in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of is hereby acknowledged by the parties hereto, the parties hereto, agreeing to be legally bound, agree as follows:

1. Information to be Supplied by Customer, Representations and Indemnification

- a. The Customer shall deliver to Supplier (by secure, HIPPA compliant electronic transmission, US First Class Mail, facsimile or otherwise) a list of its Client's names, social security numbers and/or date of birth, and last known address to Supplier that it has received an undeliverable address from the United States Post Office.
- b. The Customer represents and warrants that it is in the process of attempting to bill those Clients described in subparagraph 1 (a) to Supplier. Customer further warrants and represents it has a "Permissible Purpose" under the Section 604 of the Fair Credit Reporting Act to the information it seeks.
- c. Customer agrees to indemnify Supplier and hold Supplier harmless from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequence of any liabilities, of any nature,

from events arising from use of information furnished by Customer to Supplier which are asserted against Supplier because Customer did not have a Permissible Purpose.

- d. Customer will transfer to Supplier its Permissible Purpose and Supplier shall be its agent for purposes of obtaining information.

2. Confidentiality

Supplier understands the confidential nature of the information obtained from Customer, will keep such information confidential and such information may only be used in furtherance of this Agreement.

3. Delivery

The Services shall be delivered to Customer via HIPPA approved secured electronic transmission, US First Class Mail, via facsimile or otherwise. Supplier shall deliver Services in accordance with Customer's requested delivery method.

4. Pricing

The Product prices are set forth on the attached *Exhibit A*.

5. Payment Terms

Invoices shall be sent to Customer at:

Purchase Order #

Payments by Customer shall be sent to Supplier at:

Scott C. Ladd
P.O. Box 113
Spring Lake, Michigan 49456-0113

Payments shall be made to Supplier within fifteen (15) days after transmission (via mail, facsimile, or electronically) of Supplier's invoice. Supplier and Customer may change their respective addresses by providing notice to the other party.

Payment not made within forty (40) days of transmission of the invoice shall bear

interest at a rate of Eighteen and One-Half Percent (18.5%) and shall be retroactively applied to the date of invoicing.

6. Volume Purchase Rebate

Attached hereto as *Exhibit B* is the Volume Purchase Rebate schedule.

7. Disclaimers

Attached hereto as *Exhibit C* is the Supplier's Disclaimer.

8. Term

The Term of this Agreement shall be for on a month to month basis, commencing as of the date first written above

9. Termination

This Agreement shall be terminable immediately by the mutual agreement of the parties, upon thirty (30) day written notice by either part, or immediately upon written notice by one party (the "Terminating Party") to the other as set forth below:

- a. if the other party (the "Non-Terminating Party") institutes proceeding seeking relief under a bankruptcy code or similar law, or consents to the filing against if of any petition for the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or any similar official), or permits any such proceeding not be dismissed for a period of forty five (45) days or more, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of the foregoing; or
- b. upon any material default by the Non-Terminating Party under this Agreement, including non-payment of an invoice thirty (30) days following transmission of an invoice.

In the event that either party terminates this Agreement for default of the other party, in addition to all rights it has under this Agreement, the non-breaching party shall have the right to exercise any and all remedies available at law or in equity. All rights and remedies are cumulative and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. Specifically, a termination due to default or delivery of, or payment for all the Services required hereunder shall not in any manner affect or terminate the rights and obligations of the parties hereto which have accrued hereunder prior or

subsequent to such delivery or payment. Notwithstanding the expiration or termination of this Agreement, the obligations intended to survive termination or expiration of this Agreement shall continue in full force and effect.

10. Force Majeure

Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Supply Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party’s employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

11. Notice

All notices or other communications required or permitted under the terms of this Agreement shall be made in writing and shall be deemed given (i) upon hand delivery, (ii) on the next business day when sent by commercial overnight courier with written verification of receipt, (iii) by facsimile to the number designated below, with verification of sending; or (iv) three (3) business days after deposit of same in the Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the parties at the following addresses:

If to Customer:

If to Supplier:

Return Mail Solutions, Inc.
P.O. Box 113
Spring Lake, Michigan 49456-0113

Notice shall be effective upon receipt.

12. Miscellaneous

- a. *Severability.* Any portion of this Agreement which is prohibited by the laws of any country or state shall, as to said jurisdiction, be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- b. *Waiver.* The failure or delay of either party to enforce, at any time or for any period of time, any provision of this Agreement or any right or remedy available hereunder or at law or equity shall not be construed to be a waiver of such provision or of any available right or remedy. In addition, no single or partial exercise of any right, power or privilege hereunder shall preclude the enforcement of any further exercise or exercise of any right, power or privilege hereunder.
- c. *Assignments.* This Agreement may not be assigned by either party without the written consent of the other; provided, however, that this Agreement may be assigned by either party to any affiliated corporation or to any successor of its entire business and good will without the consent of the other.
- d. *Governing Law.* The rights and liabilities of the parties hereto determined in accordance with the laws of the state of Michigan, U.S.A. without regard to the conflict of laws principles. The parties consent and hereby submit to the exclusive jurisdiction of the state and federal courts located in Western District of Michigan, for the determination of any and all issues between the parties related to this Agreement. Nothing in this clause limits the right of either party to bring proceedings in any other jurisdiction, whether concurrently or otherwise. Each party irrevocably submits to the jurisdiction of the state and federal courts located in Western District of Michigan, agrees to be subject to the Michigan Long Arm Statute for service of process, and waives the defenses, even if otherwise available, of improper venue and forum non-conveniens.
 - a. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.
 - b. *Headings.* The various section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
 - c. *No Third Party Beneficiaries.* This Agreement has been entered into solely for the benefit of the parties that have executed it, and not to confer

any benefit or enforceable right upon any other party or entity. Accordingly, no party or entity that has not executed this Agreement shall have any right to enforce any of the provisions of it.

- d. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- e. *Entire Agreement.* This Agreement incorporates by this reference all Exhibits hereto. This Agreement and the documents so incorporated into it contain the parties' entire understanding and agreement with respect to the subject matter hereof; and any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated in this Agreement shall be null and void and are merged into this Agreement.
- f. *Amendments Only in Writing.* No amendment, modification, waiver or discharge of this Agreement or any provision of this Agreement shall be effective against any party, unless such party shall have consented thereto in writing.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by an authorized representative as of the day and year first written above.

Return Mail Solutions, Inc.

By: _____
Scott Ladd
Its President

By: _____
Its

EXHIBIT A

The price per each best, last known updated address, and phone if available, supplied by Supplier to Customer is One and 45/100 Dollars (\$1.45)

In the event that the address submitted by Customer to Supplier is exactly the same as that identified and returned to Customer by Supplier, Customer will be provided confirmation as such by Supplier. The price per matching address is One and 45/100 Dollars (\$1.45) per.

In the event that the address submitted by Customer to Supplier is exactly the same as that identified and returned to Customer by Supplier, and the Customer does not want confirmation, the Customer will be provided by Supplier the best, last known telephone number and name under which phone is registered. The price per each phone, with matching address is One and 45/100 Dollars (\$1.45) per.

Customer can choose to opt out of the phone only feature if the address submitted is exactly the same as the best, last known address provided by Supplier. If the customer chooses to opt out, they will not be charged the One and 45/100 Dollars (\$1.45) fee.

Initials on this section indicated that the Customer wants the Supplier to provide a phone/name in the event the undeliverable address provided by Customer cannot be updated.

EXHIBIT B

At the time of this Agreement, there are no known discounts for volume.

EXHIBIT C

Supplier will use its best efforts, but cannot guarantee, to obtain an address for a Client that is more current than the one Customer provided based on the information provided by the Customer. Supplier makes no warranty as to the correctness or currency of any address supplied to Customer and shall not be liable for any damages for failure to provide an address for a Client that is deliverable.