



POSTAL STRATEGIES CORP.

Postal Savers Program Mail Acceptance Agreement

This agreement details the terms and responsibilities of Postal Strategies Corporation, hereby known as “PSC” and you as the customer in the “Postal Savers Program”. By using the Postal Savers Program you’ve indicated your acceptance to these terms and conditions.

PSC’s Responsibilities:

We will pick up your metered “ **Presort first-class**” mail provided to us and prepared by you in accordance with Exhibit A of this agreement (“Postal Savers Program”) at our designated location(s) and in accordance with the schedule in which we may provide. We will present your mail for sorting and barcoding to PSI (a Pitney Bowes Company). PSI will apply a “move update” process to your mail, in accordance with USPS regulations. PSI will deliver the mail to the United States Postal Service (“USPS”). PSI will perform this service under this agreement in accordance with accepted mail processing industry standards, MPTQMS, and USPS regulations. WE MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES AS TO OUR PERFORMANCE.

Customer’s Responsibilities

You will meter your Postal Savers Mail at the current published Postal Savers Program rates as of the date of this agreement. (We may change this amount from time to time upon notice to you in the event of a postage rate change.) NO REPRESENTATION IS MADE AS TO THE AMOUNT OF YOUR MAIL THAT WILL QUALIFY FOR PRESORT MAILING RATES, AND YOU WILL BE RESPONSIBLE FOR METERING YOUR POSTAL SAVERS MAIL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT REGARDLESS OF THE AMOUNT OF YOUR POSTAL SAVERS MAIL THAT QUALIFIES OR DOES NOT QUALIFY FOR PRESORT RATES. YOU HEREBY ASSIGN ANY AND ALL OF YOUR RIGHTS TO RECEIVE ANY POSTAGE REFUNDS OR REBATES BASED ON THE AMOUNT OF YOUR MAIL THAT QUALIFIES FOR ANY ADDITIONAL PRESORT MAILING RATES TO PSC AND THAT ALL SUCH POSTAL REFUNDS OR REBATES WILL BECOME THE PROPERTY OF AND TO BE RETAINED BY PSC. You will have your Postal Savers Mail ready for pickup at our designated location(s) and in accordance with the schedule that we will provide to you. You agree that time is of the essence with respect to each provision in which time is a factor. You will ensure that your mail complies with all rules, regulations and all applicable laws, including but not limited to all USPS regulations, and you will promptly execute any and all documents required by the USPS. You will ensure that your mail complies with the requirements set forth on exhibit A hereto.

Additional Terms

Limitation of Liability. Our total liability to you in the aggregate relating to this agreement is limited to \$1,000.00.

We will not be liable to you for any indirect, consequential, punitive or statutory damages of any kind whatsoever.

Indemnification. In the event that we are subjected to any loss, expense, damage or liability due to your acts or omissions, including but not limited to any claims by any third-parties or fines imposed by the USPS or other governmental entities, you will indemnify and hold us harmless from such loss, expense, damage or liability, including our reasonable attorney’s fees. **Force Majeure.** If, due to any acts beyond our control (such as floods, tornadoes, earthquakes, other acts of God, strikes, war, civil unrest, acts of terrorism, USPS service disruption or failure, etc.), we are unable to pick up, process or deliver your mail to the USPS by the required date, we will not be liable to you or any third party for any resulting loss, expense, damage or liability. **Termination.** We may terminate this agreement upon one (01) business day’s notice in the event you breach any of your obligations hereunder, including, but not limited to, those set forth in exhibit A, and fail to cure such breach within ten (01) business days of notice from us advising you of the nature of such breach. Either party may terminate with or without cause upon one

(01) days' prior written notice. **Modification; Amendment.** If the USPS adopts any new postal regulations, procedures, rates or incentives, we may modify or terminate this agreement upon (01) days prior written notice to you. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. **Governing Law; Jurisdiction.** This Agreement shall be governed in all respects by the internal laws of the State of Arizona applicable to agreements made and to be performed entirely within such state. **Independent Contractors.** The parties and their respective personnel are and shall be independent contractors and are not partners, joint ventures or agents of one another and no party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other parties. **Right to Subcontract.** We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.

Exhibit A Customer Responsibilities

Postal Savers Mail:

- First Class, letter-sized mail.
- Computer generated addresses.
- The bottom right corner of the envelope clear of any markings.
- * Address cannot be more than 5% skew. (Must be straight)

Customer responsibilities for each mail piece (“Postal Savers Program”) mail pick up:

- To only include qualifying “Postal Savers Mail”.
- Print “Presort First Class” on the envelope.
- Print proper postage amount for Program (USPS Basic Pre-sort Rate) or current Published “Postal Savers Program” mail rates.
- Print proper date for Program – date of pickup (unless otherwise instructed).
- Organize mail in a uniform orientation and facing the same direction in USPS trays.
- Have mail ready by agreed upon pickup window, unless other arrangements have been agreed to by PSC in writing.

You must complete a Pickup Form as provided by PSC for each mail pickup, identifying the number of trays or pieces, and other information as deemed necessary by PSC. PSC will provide Pickup Forms in hardcopy form in a Starter Kit upon service initiation in a printed and/or in electronic form. All undeliverable mail as addressed will be returned to customer within 3 to 5 business days.

PSC Responsibility:

PSC will pickup the customer's mail within a pickup window based on the routes latest possible pickup time. PSC will return any noncompliant mail pieces back to customers within 3 - 5 business days.

Customer must complete the following prior to commencement of mail pick up and consolidation services by PSC:

- Postal Savers Program Estimate Form – stating approximate mail volume and frequency.
- USPS Form 8096 –Additional discount are the property of PSI (Pitney Bowes)
- USPS Form 6014 - certifies to the USPS that you have fulfilled the Move Update Compliance requirement through your utilization of the move update process we will apply to your mail.