

TARGET MARKETING TERMS & CONDITIONS:

SPECIAL SERVICES RATE CARD: If you incur any special services, you will be charged the following rates:

LINE	DESCRIPTION	UNITS	QTY	LIST PRICE (USD)	LINE	DESCRIPTION	UNITS	QTY	LIST PRICE (USD)
1.	Addl Proof/Extra Design <small>(re-do's or time spent beyond what is deemed reasonable)</small>	Flat Fee	1	\$50.00/Hour	9.	Shorts	Cost/Zip	1	\$15.00
2	Freight	Flat Fee	1	Varies	10.	Customer Requested Mktg Research	Flat Fee	1	Varies
3.	Digital Color Hard Copy <small>(Color output provided by Art Department)</small>	Flat Fee	1	\$25.00	11.	Pre-Inserting	Cost/m	1	\$17.25
4.	Press Proof <small>(Supplied by printer)</small>	Flat Fee	1	Varies	12.	Shipping (Fed Ex, UPS, DHL, etc)	Flat Fee	1	Varies
5.	Four Color Photo Scan <small>(over 5 copies)</small>	Flat Fee	1	\$7.50 each	13.	Spec Plus	Cost/m	1	Varies
6.	Late Fee Pre-Print Products <small>(deadline 12:00pm)</small>	Flat Fee	1	\$25 Less than 10,000 copies \$50 : 10,000-25,000 \$100 : 25,000- 50,000 \$125 : 50,000 or more Fees doubled after 3:00pm	14.	Targeting Reports & Maps	Flat Fee	1	Varies
7.	Revision Fees	Cost/Zip	1	\$50.00 with a minimum of \$100 or %15 of total order if \$50/zip exceeds 50% of order	15.	Version Charge Black Plate <small>(Plate Charge)</small>	Flat Fee	1	\$65.00/Plate
8.	Target Reports & Maps	Flat Fee	1	Varies	16.	Version Charge 4-Color Plate <small>(Plate Charge)</small>	Flat Fee	1	\$240.00/Side

1.0. DISTRIBUTION PROGRAMS- Shared Distribution: Shared Distribution Services. We will distribute your materials into our defined Markets or Market Subdivisions as part of our Standard Mail (A) shared mail programs, alternate delivery programs, or both (together, the Program). What Shared Distribution Services Include. Distribution services include collating, addressing, bundling, packaging, and mailing in accordance with US Postal Service (USPS) requirements for mailed programs. They include collating, bundling, and distribution to individual households for alternate delivery programs. When Shared Distribution Will Occur. We anticipate that the Program pieces will be delivered by the USPS or our alternate delivery process on the In-Home Date, but we cannot guaranty the USPS delivery date. Program Restructuring. We may restructure our Markets, and any Subdivisions. We will make an appropriate adjustment to your volume commitment if a restructuring affects your scheduled distribution. Program Cancellation. We may cancel our Program to a Market or Subdivision. If we do, we will promptly notify you in writing, and will mail your material on another mutually acceptable In-Home Date, or refund your money if another mutually acceptable In-Home Date is not available. Solo Distribution: What Is Solo Mail. Solo Mail is the distribution of your material by itself, and in the USPS rate class that you select, using Target Marketing's mailing list or a mailing list that you supply. What Solo Mail Services Include. We will distribute your advertising pieces by mail to those addresses on the selected mailing list, and for the In-Home Dates, agreed to. Services which we will perform may include printing of your material, transportation, printing and affixing address labels, bundling, packaging, and tagging according to USPS requirements, and depositing the mail with the USPS. Rates and Postage. Solo Mail rates do not include postage. We will invoice postage as a separate line item, unless you choose to establish a postage account with the USPS for our use in connection with your mailing, in which event the USPS will require advance payment of postage. Advertising Material Content: We may refuse to distribute your material if we believe that it: Is in poor taste or potentially offensive to others; Disparages another person or company, or another's products or services; Does not comply with applicable federal, state or local laws, regulations; Is, or may be, misleading, or appears to capitalize on, or take advantage of, any of our public service programs. Your Material Must Comply With All Applicable Laws. You warrant that all of your material and its content will comply with applicable federal, state, and local laws, regulations, and ordinances. You Are Responsible For Your Material. You are solely responsible for the content of your material, its content, and the message it conveys. You hereby agrees to defend, indemnify and hold harmless Us from and against any and all actions, damages, claims, liabilities, costs, expenses, and losses (including, without limitation, reasonable legal fees and expenses) brought against, incurred by, or in connection with your material, its composition, contents, offers, and promotions; and in connection with your products and services except for the artwork of Target Marketing Maine and or digital art provided by Us or our employees and/or graphic artists. We hereby agree to defend, indemnify and hold harmless You and your respective affiliates, officers, directors and employees (each, an "Indemnified Party") from and against any and all actions, damages, claims, liabilities, costs, expenses, and losses (including, without limitation, reasonable legal fees and expenses) brought against, incurred by, or in connection with any infringement of the intellectual property rights of any third party due to the artwork of Target Marketing Maine and or digital art provided by Us or our employees and/or graphic artists. Placing Orders: You may place orders under this contract in writing, by telephone, by electronic mail, or by facsimile, though we will not be responsible for lost, misdirected, incomplete or unintelligible orders. All orders placed under this contract are subject to the terms of the contract. Any additional or different terms that may accompany an order are expressly refused. All orders placed will be confirmed and signatures of approval obtained. Cancelling Orders for "We Prints" Products (Shared Mail) If you are going to cancel your order it must be in writing. If you cancel your order you agree to pay cancellation fees of: 50% for cancellations made 16 days or less from the beginning of your In Home Date. 20% if cancellations made between 17 and 32 days before the beginning of your In Home Date. 0% if cancellations are made between 33 and 365 days before the beginning of your In Home Date. Exceptions to this policy must be in writing and signed by representatives of Target Marketing and the client. Cancelling Orders for "Pre - Prints" Products (Shared Mail) If you are going to cancel your order it must be in writing. If you cancel your order you agree to pay cancellation fees of: 50% for cancellations made 11 days or less from the beginning of your In Home Date. 0% if cancellations are made between 12 and 365 days before the beginning of your In Home Date. Exceptions to this policy must be in writing and signed by representatives of Target Marketing and the client. Cancelling Orders for "We Prints" List/Solo Products If you are going to cancel your order it must be in writing. If you cancel your order you agree to pay cancellation fees of: 50% less cost of postage for cancellations made 16 days or less from the beginning of your In Home Date. 20% less cost of postage if cancellations made between 17 and 32 days before the beginning of your In Home Date. 0% if cancellations are made between 33 and 365 days before the beginning of your In Home Date. Exceptions to this policy must be in writing and signed by representatives of Target Marketing and the client. Cancelling Orders for "Pre - Prints" List/Solo Products If you are going to cancel your order it must be in writing. If you cancel your order you agree to pay cancellation fees of: 50% less cost of postage for cancellations made 11 days or less from the beginning of your In Home Date. 0% if cancellations are made between 12 and 365 days before the beginning of your In Home Date. Exceptions to this policy must be in writing and signed by representatives of Target Marketing and the client. Cancelling Orders for Remnants If you are going to cancel your order it must be made in writing. If you cancel your order you agree to pay cancellation fees of: 50% less cost of postage for cancellations made 16 days or less from the beginning of your In Home Date. 20% less cost of postage if cancellations made between 17 and 32 days before the beginning of your In Home Date. 0% if cancellations are made between 32 and 365 days before the beginning of your In Home Date. Exceptions to this policy must be in writing and signed by representatives of Target Marketing and the client. Household Counts: All household counts for ordered Markets and Subdivisions are estimates; actual counts will be determined when the Program is produced. For Client Supplied Inserts: Late Fees will be applied if product arrives at the facility after noon on the day of the deadline. To avoid late charges please inquire if an extension can be granted. Supplying Us With The Material: You agree to supply us with a sufficient quantity of the material that you wish us to include in the Program, including a sufficient quantity to account for processing loss. The material must meet our standards and specifications for distribution. Problems With Material or Delivery To Us: If the material does not meet our distribution specifications or is late, we may, but are not required to, perform additional services, and incur overtime expense. You agree to pay us for these additional services, overtime, and any late charges, at our standard rates. Piece Weight: All piece weights are subject to verification by us, and by the USPS. All fractional piece

weights are rounded upward to the nearest hundredth of an ounce. Material Holding: Materials remaining in Target's facility over 45 days without a scheduled In Home Date, will be returned to client at client's cost or recycled. Remnants would be 60 days.

2.0. PAYMENT- Prepayment: What You Will Pay-You agree to prepay us in full fourteen (14) days prior to the In-Home Delivery dates specified on the order form. You may be eligible for credit terms if you meet certain minimum distribution and financial requirements. We may revise or revoke any approved credit terms based upon your payment history or material changes in your financial condition. If your household distribution, your actual piece weight, or both differ from the estimates, then you agree to promptly pay us for any increase in price; and we will promptly credit your account for any decrease.

3.0. PERFORMANCE- If We Do Not Perform Our Obligations: If We Do Not Perform-Except for indemnified claims herein, if we do not perform our responsibilities under the contract, we will be responsible only for your direct damages up to the amount that you paid for the services that we did not perform, or that we performed improperly. EXCEPT WITH RESPECT TO INDEMNIFIED CLAIMS HEREUNDER, OR CAUSES OF ACTION ARISING OUT OF ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. How We Will Care For Your Material. We will receive your material and use reasonable efforts to keep it in the same condition in which it arrived at our facility, but we will not be responsible for cost associated with its damage or destruction unless it was caused by our gross negligence or willful intent. If You Do Not Perform Your Obligation: Our Rights If You Default-If you do not pay us on time, or if you default on any other obligation to us under this or any other contract with us, then in addition to all of the other rights that we may have, we may refuse to distribute your material, terminate the contract, or both. If you do not fulfill all of your obligations under the contract and we continue to mail your material, that will not act as a waiver of any of our rights. Late Payment. If you do not pay us on time, you agree to pay us interest on the outstanding amount at a rate of 1% per month (or the highest rate permitted by law, if that rate is less). You also agree to pay all collection costs that we incur to collect overdue amounts.

4.0. PRINTING SERVICES- Printing Services: What Are Printing Services-These services may include a graphic artist's services, layout, artwork, typesetting, prepress activities, printing, and transportation. You retain the copyright to all artwork and other material that we create for you except for the artwork of Target Marketing Maine and or digital art provided by Us. Copy Deadlines And Standards-If you are supplying text or artwork, you agree to provide it to us by the Copy Deadline Date. All text and artwork will comply with Target Marketing's standards; minor variations in color or tone are to be expected. Digital Artwork-We will not be responsible for the accuracy or reproduction quality of digital art that you provide. Review of Proofs-We will provide you with a proof of your material before it is printed. You are responsible for reviewing the proof, and informing us of any errors by the Proof Deadline Date. If you do not tell us about an error, the error will appear in the printed material. Printing and Paper Costs-If our printing or paper costs increase, you will pay us your proportionate share of the cost increase. Alternate Uses: Artwork and images provided to you via Target Marketing Maine may only be used on their behalf as specifically requested. These images cannot be altered in any way or used in unauthorized solicitations without expressed written consent of Target Marketing Maine. Designs utilizing copyrighted material (photography, logos, etc.) provided must be approved in writing prior to solicitation for use/purchase. Please allow 7-10 business days for review.

5.0. OTHER TERMS- Increased Program Costs: US Postal Service-Target Marketing may increase your rates to pass through costs attributable to USPS rates cases, postage increases, rate restructuring, or mail class restructuring; costs to qualify for, or participate in USPS discounts; and costs to qualify program packages for mailing due to a change in USPS practices, rules or regulations. These costs will be distributed ratably among shared mail program participants. Special Costs to Obtain Reduced Rates in Conjunction with the US Postal Service Rate Case-In conjunction with the US Postal Service rate case, Target Marketing may increase your rates once during the contract term to recover (i) special capital and equipment costs incurred before or after the commencement of this contract to obtain reduced rates for program packages; and (ii) an anticipated reduction in operating income attributable to the elimination or material change to package configuration in order to obtain reduced rates for program packages. This special pass-through is in addition to any other cost pass-through and any scheduled rate increases. Product changes-Target Marketing may from time to time alter or eliminate a product. If it does, it will offer a substitute product. How Do We Verify Distribution: If you ask, we will provide you with a written Verification of Mailing, a Verifications of Distribution (for alternate delivery), or both, which will certify that your material was deposited with the USPS or distributed through alternate delivery. This is the only evidence of mailing that we will provide. Short Rate: If you have a Volume Commitment or Frequency Commitment and do not meet it, you agree to promptly pay us a short rate upon invoice an amount equal to the difference between the rate agreed to and the normal Target Marketing rate for the volume or frequency actually mailed by Customer, retroactive to the customer's initial mailing under the contract. Interim Review: If we believe it is unlikely that you will meet your Revenue Commitment for a product or service, we may implement the short rate before the end of the contract term, and adjust your rate for the product or service for your remaining distributions. Taxes: You agree to pay all sales and use taxes that may be directly or indirectly imposed on your purchase of our products and services. Other Terms: Confidential Terms- For purposes of this Agreement, a Party who provides or otherwise discloses confidential and proprietary information to the other Party shall be referred to herein as the "Disclosing Party". A Party who receives confidential and proprietary information from the other Party shall be referred to herein as the "Receiving Party" or "Recipient". The term "Confidential Information" means any and all non-public information provided by or on behalf of the Disclosing Party, including without limitation, financial, commercial, and technical data, analysis and information; employee lists, information, benefits, policies, and programs; strategies, projections, forecasts, assumptions and results; inventory; procurement practices; pricing lists and information; management structure and organizational needs; methods of production, distribution, or operation; technology in any stage of development, trade secrets, techniques, processes, concepts, ideas, inventions, and know-how, and all copies, compilations and derivative works thereof. However, the term "Confidential Information" shall not include any information disclosed by the other party that (i) is or becomes publicly available other than as a result of the Receiving Party's breach hereof, (ii) was in the Receiving Party's possession prior to its receipt hereunder from the Disclosing Party, (iii) is independently developed by the Receiving Party without breach hereof, or (iv) is disclosed to the Receiving Party by a third party rightfully in possession of such information who is not otherwise subject to an obligation to keep such information confidential. Restrictions on Use and Disclosure. Except as required by law, the Recipient agrees to keep all Confidential Information in trust and confidence and not disclose any Confidential Information to any person or entity, except to its officers, directors, employees, representatives, affiliates, or agents to whom disclosure is necessary for performance of the Parties' obligations hereunder (collectively "Representatives"), it being understood that (i) such Representatives shall be advised of the restrictions imposed by this Agreement, and (ii) the Receiving Party will cause its employees to observe the terms of this Section. The Recipient also agrees not to use and to cause its Representatives not to use the Confidential Information for any purpose other than in connection with the Services. The Recipient shall be fully responsible for any breach of this Section by its Representatives and shall, at its sole expense, take all reasonable measures to restrain its Representatives from prohibited disclosure or use of the Confidential Information. No Assignment-You may not assign your rights under the contract to another party. Where Rates Apply-Rates apply only to the Market or Subdivision, and to the products and services, indicated in the contract or the applicable rate card. No Response Rate is Represented-We cannot predict a response rate for your material, nor can we guaranty a minimum response rate. If You Continue To Distribute Material-If you continue to distribute material with us after this contract has expired, all of the terms of the contract will continue to apply, except for your rate and your volume commitment. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Maine, without giving effect to principles of conflicts of law. Waiver of Jury Trial. Each Party waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, and agrees that any such action or proceeding shall be tried before a court and not before a jury. Entire Agreement-This advertising contract contains the entire agreement between you and Target Marketing with respect to its subject matter. It supersedes all prior proposals, offers, and representations with respect to the same specific subject matter. It is not, however, intended to supersede existing advertising contracts, unless this Agreement expressly states that it supersedes a specifically identified advertising contract. It may be changed only by a written amendment signed by you and Target Marketing