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| OGA # _____ |
| IDC # _____ |

COUPON SERVICE AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____ by OFICRS and _____ (hereinafter referred to as "Merchant"), duly and lawfully organized under the laws of the State of Oklahoma, operating _____ retail establishments submitting coupons by individual store _____ or by combining all company stores _____. Questionnaire for coupon submission listing locations of merchant and other pertinent information becomes a ride of this agreement.

NOW THEREFORE, for adequate and sufficient consideration of which are acknowledged, the parties hereto agree as follows:

- (1) To authorize OFICRS to act as agent for Merchant in processing, billing, and collecting monies due Merchant for any and all coupons Merchant submits for redemption from manufacturers issuing said coupons.
- (2) Merchant agrees to redeem said coupons in the store(s) specified in this agreement in accordance with the manufacturer's written provisions stated on the face of the coupons.
- (3) Merchant agrees to sign agreement with OFICRS and furnish OFICRS with copy of OFICRS Coupon Questionnaire as part of agreement required by manufacturers to serve as coupon redemption agent. Merchant agrees to update OFICRS of any change in information that would cause coupon submissions to change.
- (4) The Merchant authorizes OFICRS to accept payment from manufacturers for coupons submitted for redemption. Merchant also agrees to authorize OFICRS to endorse and deposit checks payable to Merchant for any coupons submitted to OFICRS for processing.
- (5) OFICRS agrees to pay Merchant promptly on completion of processing coupons (approximately 30 days from date of receipt) by check for all coupons submitted for redemption except for manufacturers who do not promptly reimburse OFICRS or have otherwise instructed denial of payment to Merchant. Merchant agrees to pay OFICRS a portion of the manufacturers handling fee in accordance with OFICRS published rates. For each shipment of coupons from merchant totaling fewer than 500 redeemable coupons, merchant agrees to pay OFICRS a \$5.00 handling fee.
- (6) In as much as OFICRS has paid Merchant on completion of processing prior to receiving reimbursement by manufacturers, Merchant agrees to allow OFICRS to deduct any amount refused by the manufacturers (chargebacks) from the next subsequent shipment without prior notice. Any chargeback amount not deducted within 60 days because merchant has not submitted another shipment of coupons will be invoiced and payable within 30 days unless merchant submits additional coupons for processing.
- (7) Should Merchant close said business or change to another coupon clearinghouse, or any situation arise where Merchant discontinues utilizing OFICRS as redemption agent, Merchant agrees to repay OFICRS promptly for any coupons rejected by manufacturers. Failure to promptly repay OFICRS all monies due may result in legal action against Merchant by OFICRS and Merchant agrees to allow OFICRS to recover all costs for said litigation including attorney fees and court costs.
- (8) Merchant agrees to hold OFICRS, its agent(s), employee(s), representative(s), or officers and directors, past and present, harmless from any and all losses, damages, claims, assessments, fines, judgments, penalties or expenses resulting from the failure of Merchant to redeem coupons in accordance with the requirement of manufacturers issuing the same.
- (9) Entire Agreement. This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date shown above.

(MERCHANT) *(must be signed by owner or officer)*

(OFICRS REPRESENTATIVE)

By _____

By _____

Signature _____

Signature _____

Title _____

Title _____