



AGREEMENT FOR SERVICES

This Agreement (the "Agreement") is executed by and between you, ("Customer") and VendorSeek LLC ("VendorSeek") whereas Customer desires to procure from VendorSeek, and VendorSeek desires to provide to Customer, the services described in this Agreement, on the terms and conditions specified herein. This Agreement shall be effective upon the execution of the Agreement and shall continue until terminated by Customer or VendorSeek pursuant to the terms and conditions specified herein.

1. Duties and Rights.

Customer agrees to engage VendorSeek to perform any and all services in its usual line of business, on a continuing basis, including but not limited to referral of lead requests.

2. Compensation and Payment.

As compensation for services performed under this Agreement, Customer agrees to pay VendorSeek as follows:

- i. Annual Account Fee of Ninety Nine Dollars (\$99.00) per year (charged during initial registration and on the anniversary of Customer's registration for the duration of the Agreement).
- ii. Designated charge per lead based upon the category selected.
- iii. Designated charge for logo advertising (if applicable).
- iv. Designated charge for any other form of advertising selected.

Invoices are available to Customers through the online account accessed here: <https://www.vendorseek.com/login.asp> and are updated on a real time basis.

New Customers will be charged in the following increments:

- i. At anytime the total of the customers invoice reaches \$500 dollars
- ii. And/or on a monthly basis

At VendorSeek's discretion, the Customer may only be charged on a monthly basis regardless of invoice total. At the beginning of each month all customers will be alerted to review the prior months invoice and confirm when charges will be processed. Any billing issues should be reported to billing@vendorseek.com

3. Relationship of Parties.

Customer and VendorSeek intend that VendorSeek, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of the work and the manner in which it is performed under this Agreement. VendorSeek shall be free to contract for similar services to be performed with other companies, while this Agreement is in effect.

4. Confidentiality of Leads.

Customer agrees not to attempt to resell or redistribute any leads and/or contact information provided to Customer by VendorSeek. Any breaching of this condition is grounds for immediate termination from the VendorSeek network without any refund.

5. Responsibilities of Vendors.

VendorSeek communicates with its customers extensively via email. Since many companies today utilize spam filtering technologies it is possible these will prevent the delivery of pertinent information. Therefore, it is the Customer's responsibility to ensure that necessary configurations are made to allow for the delivery of email from all email addresses from the @vendorseek.com domain.

Customers of VendorSeek are given the ability to manage their accounts through a login feature on VendorSeek's website. Each customer's profiles are stored detailing the categories they subscribe to and the parameters of the leads they wish to receive. It is from this information which leads are matched to our customers. Therefore, it is the responsibility of the Customer to keep this information accurate and up to date.

6. Approval of Vendors.

It is imperative to the mission of VendorSeek to accept only vendors of the highest standards into our network and only distribute each lead to a maximum of five (5) vendors. For this reason, VendorSeek reserves the right to reject the registration, in part or in full, of any new customer.

Given that we limit the distribution of leads, VendorSeek must also limit the number of vendors in each category. For this reason, VendorSeek may also be forced to reject an existing Customer who wishes to add a new category to their existing profile.

7. Termination.

Notwithstanding the foregoing, Customer may cancel this agreement for any reason, with or without cause, by giving three (3) business days written notice to VendorSeek. Cancellation will become effective as soon as all unpaid account balances are paid in full. Customer refund of the Ninety Nine Dollar (\$99.00) annual account fee will only be provided if Customer terminated this Agreement within Thirty (30) days of initial registration.

VendorSeek evaluates the performance of each Customer on an ongoing basis and reserves the right to remove any Customer from the Approved Vendor Network at anytime at VendorSeek’s sole discretion, with or without cause. VendorSeek also reserves the right to discontinue forwarding leads to any Customer with an overdue account balance.

Other additional reasons Customers may be terminated include, but are not limited to:

- i. Submitting false requests through the VendorSeek website in an effort to gain competitive intelligence or for any other improper motive. Should VendorSeek prove, or have reasonable suspicion that a Customer has placed a false request, VendorSeek may exercise the option to terminate the Customer’s account.
- ii. If Customer misrepresents themselves in some way to the prospects which they have been referred via VendorSeek leads, VendorSeek reserves the right to terminate the Customer’s account. This includes, but is not limited to, indicating that a Customer is in some way a “preferred” by VendorSeek, or impersonating VendorSeek staff in an effort to gain competitive advantage.

8. Return Policy.

VendorSeek offers a comprehensive return policy to assure the quality of our leads. The full policy can be reviewed here: https://www.vendorseek.com/return_policy.asp. By signing this agreement you are also accepting the Return Policy as well.

9. Miscellaneous.

Notifications- Any notice, demand, consent, election, offer, approval, request or other communication (collectively a "notice") required or permitted under this Agreement must be in writing on the VendorSeek Message Board or sent by overnight express mail, certified or registered mail, postage prepaid, return receipt requested.

Complete Agreement- This Agreement constitutes the complete and exclusive statement of the Agreement. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent VendorSeek and the Customer. This Agreement is binding upon VendorSeek and the Customer.

Applicable Law- All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New Jersey. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of New Jersey or any New Jersey State Court having jurisdiction over the subject matter of the dispute or matter. VendorSeek and Customer hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

10.Credit Card Authorization.

I hereby authorize VendorSeek to withdraw funds (“debits”) from my credit card account (“Account”) provided during online registration. I also authorize VendorSeek to initiate deposits (“credits”) to my Account to correct any errors that may have been made with debits to may Account.

Last 4 digits of card provided

Customer Signature

Date

Print Name

Company

VendorSeek Agent

**Complete and Fax this page to:
856-222-9611**