

Speaker Fulfillment Services Terms of Service

Section 1 – Identification

This agreement between Speaker Fulfillment Services (SFS) and any of its associated brands (Ship Your Books, Get Ship Done, Disc Delivered, Booklets Delivered, Ship Your Supplements) and the person signing up for services, hereafter called “COMPANY”, is made for the purpose of setting forth the terms and conditions under which SFS will provide printing and/or fulfillment services for COMPANY. This agreement shall commence on the date COMPANY signs up online and pays their \$149 account set up fee and puts a credit card on file with SFS for future billing. It shall continue in effect for one year and automatically renew for one year terms, unless and until this agreement is terminated, during any term, as outlined in Section 6 of this agreement.

At the time of signup COMPANY will designate whether it wishes to be a Tier 1 or a Tier 2 client. Tier 1 clients will pay a \$9.97 monthly account maintenance fee and Tier 2 clients will have a \$24.97 monthly account maintenance fee. Benefits associated with each tier are outlined in Section 2 of this agreement.

Section 2 – Tier 1 and Tier 2 Clients

Tier 1 – This is SFS’s basic level tier for inactive/low-volume shippers. Your orders received by noon EST will ship out the same business day and your clients will receive a generic email notification from SFS providing them with tracking information when their order ships.

Tier 1 clients do NOT have access to our backend system to check inventory levels or look up shipment details on an order. At the Tier 1 level you may have one integration method with SFS. Additional integration methods are \$9.97 per month. See Section 8 for a list of currently available integration methods.

Tier 2 – This higher-level tier is for higher volume shippers who want 24/7 access to the SFS backend system and who may have multiple integration methods with our system. Up to 3 integration methods are included in the Tier 2 level. Additional integration methods are \$9.97 per month.

At this higher tier you will also receive:

- Complete access to inventory and order details 24/7
- Automatic notification of low stock levels
- Automatic notification of product returns
- Customized shipping notification emails
- Customizable ship from addresses for all shipments
- Ability to self-generate multiple reports (inventory reports, sales reports)
- Ability to look up exact inventory levels of any specific product at any date in time
- Ability to notify us of incoming shipments of new inventory within the system
- Ability to manually enter, edit or cancel unshipped orders yourself to avoid manual entry surcharges
- Triple the amount of included storage space vs. Tier 1 clients
- Unlimited users on your account

Section 3 – SFS Activities

3A. SFS will provide printing and/or fulfillment services on behalf of COMPANY.

3B. SFS and COMPANY will work together to determine and set up the best way to transfer order information from COMPANY to SFS. If manual entry of orders into the SFS backend system by SFS personnel is required there will be a \$1 labor charge per order for order entry. Tier 2 clients have the option to manually enter orders into our system themselves and, in that event, the \$1 fee would be waived.

3C. SFS will use appropriate packaging material at its discretion for COMPANY products.

3D. SFS will process and ship all orders for in stock products within 1 business day of when an order is successfully received into SFS's backend system.

3E. SFS will provide COMPANY an invoice weekly summarizing all charges for orders shipped and/or products produced for COMPANY during the previous week.

3F. Unless otherwise notified, SFS will ship COMPANY products via the United States Postal Service (USPS), Federal Express (FedEx) or United Parcel Service (UPS). Shipping options will be presented to COMPANY and COMPANY will decide in advance of shipping as to the default shipping methods it wishes to use for their products.

3G. COMPANY shall, at all times, hold sufficient insurance to restore at replacement cost all COMPANY inventory currently held by SFS.

3H. SFS will insert up to 2 additional printed pieces or small items such as a thank you letter, sales sheet, or a CD or DVD in a paper sleeve into outgoing shipments at no additional fulfillment cost to COMPANY. Items for insertion cannot be larger in size than the product they are being packaged with. If SFS is printing these pieces or duplicating discs for COMPANY there would be a printing or duplication cost. Additional items beyond the two that can be included for no additional charge can be inserted into outgoing shipments at a per unit cost of \$.25 per shipment.

3I. Confidentiality. SFS and COMPANY both agree to treat confidential any and all information provided by the other and shall not disclose or permit to be disclosed any information to any person or entity except employees, agents, or contractors with a need to know in the normal course of their work, or in accordance with state and federal laws and regulations. SFS and COMPANY shall take steps necessary to ensure the confidentiality of said records and information.

Section 4 – COMPANY Activities

4A. If COMPANY is providing the products for fulfillment they must be shipped to:

Speaker Fulfillment Services
2001 N. Hunt Street
Terre Haute, IN 47805
Attn.: (YOUR NAME OR COMPANY NAME)

4B. All items shipped to SFS must include a packing list indicating items in the shipment along with quantities of each. SFS will verify quantity received vs. packing list and notify COMPANY of receipt of product and of any discrepancies between listed quantity and actual quantity received. If a shipment arrives without a packing list that shipment may be held and not logged into inventory until a packing list has been received by SFS.

4C. Products will be inventoried and stocked in the SFS warehouse for order fulfillment within 5 days of initial receipt of that inventory.

4D. There will be no charge for the initial receipt of inventory into our warehouse.

Section 5 – Intellectual Property

5A. COMPANY acknowledges that it has intellectual property rights for any products it requests SFS to fulfillment on its behalf.

5B. COMPANY acknowledges it has resale rights to any products it ships to SFS to fulfill on its behalf.

Section 6 – Remedies

6A. This agreement may be terminated upon forty-five (45) days prior written notice by either party. If termination is for cause, a statement shall be given to the breaching party specifying the nature of the material breach and requesting that it be corrected with (15) days from the written request for correction action. If sufficient correction is not made, termination may be immediate.

6B. COMPANY acknowledges that if this agreement is terminated by either party it must pay any outstanding balances for services rendered by SFS in full, as well as the shipping and fulfillment costs for any products to be returned to COMPANY before any remaining inventory will be returned by SFS to COMPANY.

Section 7 – Compensation

7A. COMPANY agrees to establish an account with SFS by signing up online and paying an initial \$149 account setup fee. COMPANY agrees to place a credit card on file with SFS to cover all ongoing weekly charges.

7B. COMPANY understands that all charges on its credit card statement will appear under the name Speaker Fulfillment Services.

7C. COMPANY acknowledges that if an attempted COMPANY credit card processing is declined all COMPANY shipments will be placed on hold until the issue is resolved.

7D. COMPANY acknowledges that if a past due invoice remains unpaid after 90 days SFS has the right to dispose of remaining inventory as it deems appropriate. This can include recycling, donation of products to a charitable organization or outright disposal.

7E. COMPANY will pay an Account Maintenance Fee of \$9.97 per month if they are a Tier 1 client or \$24.97 per month if they are a Tier 2 client.

7F. When fulfillment services are provided for COMPANY products COMPANY will pay SFS a fee as follows for shipping of products. These fees will include all packaging materials.

Order for 1 product - \$2.50

Order for 2-5 products - \$3.50

Order for 6+ products - \$4.50 per package shipped

7G. Overweight or oversized products may be subject to a fulfillment surcharge if beyond normal labor time or packaging is required to prepare a product for shipment.

7H. Amazon Advantage Fulfillment. The fulfillment charge for any orders from Amazon Advantage is \$4.50 per package shipped regardless of the quantity of items shipped.

7I. For shipments going out by freight carrier COMPANY will pay SFS a fee of \$25.00 per hour for the time spent picking the items from inventory, packing for shipment and arranging freight pickup. If freight shipments like this are returned to SFS after an event a labor charge of \$25.00 per hour will be charged for arranging pickup, unpacking and logging the same products back into inventory a second time.

7J. Storage Charges.

Tier 1 clients will receive 3 cubic feet of storage space (12" high x 12" wide x 36" deep) in our warehouse for no additional monthly charge and whatever quantity of your product(s) can fit into that space is included.

Tier 2 clients will receive 9 cubic feet of storage space in our warehouse for no additional monthly charge.

Any additional product that does not fit into that allocated space is classified as pallet storage and pallet storage will be \$15 per pallet per month for all clients. A standard pallet is 48" x 40" x 60" (about 67 cubic feet) and SFS will do all we can to minimize the number of pallets you have on hand. COMPANY may have different products placed onto the same pallet to help minimize COMPANY storage charges unless COMPANY requests otherwise.

7K. COMPANY agree to pay a 50% deposit on their printing runs if SFS is print books or other products for COMPANY. Balance of printing costs will be due in full prior to any products being shipped out on behalf of COMPANY.

7L. Product returns – SFS agrees to notify COMPANY of any product returns received at least once weekly. There is a \$3.50 charge for processing of product returns. SFS will inspect the returned items and if the item is in "as new" condition it will be returned to inventory on behalf of COMPANY. If product is not suitable to fulfill orders it will be recycled or returned to COMPANY at COMPANY's discretion. COMPANY will specify in advance whether it wants damaged products to be recycled or returned.

Section 8 – Available Integration Methods*

Shopify

Woo Commerce

Ultra Cart
Amazon Marketplace
1 Shopping Cart
Keap (Infusionsoft)
ClickFunnels
Magento
MarcomCentral
Bigcommerce
Volusion
API
XML

.csv (.csv file submissions must follow a specific format which will be provided upon request. There will be a \$25 per hour labor charge assessed by SFS if SFS has to make adjustments to a .csv file in order to be able to import it into our system)

*Orders submitted via email do NOT count as an integration. If SFS has to manually rekey order information into our system the \$1.00 per order fee previously mentioned will be assessed.

Section 9 – Production Items

9A. COMPANY acknowledges that pricing for SFS production of COMPANY products (printing, duplication, assembly, kitting) is handled on a case- by-case basis and pricing will depend on the specifications of that product, quantity produced, turnaround time required and possibly other factors.

9B. COMPANY acknowledges that the minimum production run size for any SFS produced products is 15 units.

9C. If COMPANY is participating in the SFS Disc Delivered or Booklets delivered print-on-demand programs it understands that the all-inclusive pricing will supersede any fulfillment pricing referenced elsewhere in this agreement.

Section 10 – Miscellaneous

10A. COMPANY acknowledges that SFS is not liable for loss or damage to packages once they have departed from the SFS facility. SFS will assist COMPANY in the filing of any claim with the appropriate carrier per carrier guidelines should loss or damage occur.

10B. Both parties duly acknowledge that this agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this agreement.

10C. Both parties agree to indemnify, defend and hold each other harmless from loss, damage or expense arising out of their material breach.

10D. The parties are to submit any dispute under \$1,000 to binding mediation within thirty (30) days of first notice of the dispute. In the event that the parties cannot resolve a dispute greater than \$1,000

through non-binding mediation, the matter may then be resolved through the use of the court system. Attorney fees and costs may only be charged and awarded if the mediator or court determines that a party has unreasonably failed to mediate a claim or caused unnecessary expense or delay in proceedings.

10E. This agreement shall be governed by Indiana law and any disputes shall take place and be resolved in Vigo County, Indiana.