

TRI-DIRECT SALES INSERT HANDLING AGREEMENT

THIS AGREEMENT is dated 2006

BETWEEN

1. Tri-Direct Sales Limited, a company incorporated under the Companies Acts (registered number 04567803) and whose registered office is at Spectrum House Coronation Road Basingstoke Hants RG21 4JX ("Tri-Direct Sales"); and

2.Limited, a company incorporated under the Companies Acts (registered number) and whose registered office is at("the Client");

WHEREAS:

The parties wish to enter into a business relationship where Tri-Direct Sales will procure the distribution of the Client's Inserts (all as defined herein)

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

"Agreement" means this agreement between the Client and Tri-Direct Sales for the provision of the Services and which includes these Conditions any Order Confirmation issued by Tri-Direct Sales and any other appendices hereto.

"Carrier" means the individual firm limited company or other party (whether or not specified in the Agreement) that will distribute the Inserts.

"Client" means the individual firm limited company or other party specified in the Agreement that is contracting with Tri-Direct Sales for the distribution of its Inserts.

"Conditions" means the terms and conditions set out in this Agreement.

"Delivery Address" means the address specified in the Order Confirmation for delivery of the Inserts by the Client as required by Condition 5.4.

"Distribution Date" means the estimated date of despatch of the Inserts by the Carrier by the Distribution Mode as is specified in the Order Confirmation.

"Distribution Mode" means the method of distribution of the Inserts by the Carrier as specified in the Order Confirmation

"Force Majeure" means in relation to either party to the Agreement any circumstances beyond the reasonable control of that party (including without limitation any strike lock-out or other industrial action).

"Inserts" means the advertising material supplied by the Client to Tri-Direct Sales in a form suitable to be distributed by the Carrier by insertion into packages parcels envelopes newspapers magazines through the letterbox or other forms of distribution including without limitation door-to-door distribution.

"Inserts Delivery Date" means the date specified in the Order Confirmation on which the Client shall deliver the Inserts to the Delivery Address.

"Order Confirmation" means the confirmation of any order referencing these Conditions (whether directly or indirectly) and including any special terms and conditions agreed in writing between Tri-Direct Sales and the Client and attached thereto.

“Services” means services supplied by Tri-Direct Sales to or on behalf of the Client pursuant to Condition 4 and any Order Confirmation.

- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE CONTRACT

- 2.1 These Conditions shall govern the Agreement to the exclusion of any other terms and conditions including those on any quotation that is accepted or purported to be accepted by Tri-Direct Sales or those in any order made or purported to be made by the Client. No variation to these Conditions shall be binding unless agreed in writing between the duly authorised representatives of Tri-Direct Sales and the Client.
- 2.2 Tri-Direct Sales’s employees or agents are not authorised to make any representations concerning the Services unless confirmed by a duly authorised representative of Tri-Direct Sales in writing. In entering into the Agreement and submitting any order the Client acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.3 Any typographical clerical or other error or omission in any literature quotation price list acceptance of offer Order Confirmation invoice or other document or information issued by Tri-Direct Sales shall be subject to correction without any liability on the part of Tri-Direct Sales.
- 2.4 A failure by either party to the Agreement to exercise or enforce any rights conferred upon it by the Agreement or these Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 2.5 Tri-Direct Sales will act as a principal at law in all its dealings with third parties.
- 2.6 Nothing in the Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the parties.

3. ORDERS

- 3.1 No order submitted by the Client shall be deemed to be accepted by Tri-Direct Sales unless and until confirmed in writing by a duly authorised representative of Tri-Direct Sales.
- 3.2 The Client shall be responsible to Tri-Direct Sales for ensuring the accuracy of the terms of any order submitted by the Client and for giving Tri-Direct Sales any necessary information relating to the Inserts within a sufficient time to enable Tri-Direct Sales to perform the Agreement in accordance with its terms.

4 TRI-DIRECT SALES’S DUTIES

Subject to the Client properly performing its part of the Agreement Tri-Direct Sales shall:

- 4.1 if so required by the Order Confirmation formulate a list of Delivery Addresses suitable for receipt of the Inserts.
- 4.2 procure the distribution of the Inserts by the Carrier by the Distribution Mode on the Distribution Date.

5 DELIVERY OF INSERTS BY THE CLIENT

- 5.1 When submitting an order or at such other time as required by Tri-Direct Sales the Client shall provide Tri-Direct Sales with at least 3 samples of the inserts for approval by the Carrier and/or Tri-Direct Sales.
- 5.2 The time of delivery of the samples to Tri-Direct Sales is of the essence of the Agreement.

- 5.3 Acceptance of the samples is at the sole discretion of the Carrier and/or Tri-Direct Sales and Tri-Direct Sales shall be entitled to reject any Inserts delivered which are not in accordance with the Agreement and/or are not acceptable for whatever reason to the Carrier.
- 5.4 The Client shall deliver the number of Inserts specified in the Order Confirmation to the Delivery Address on the Inserts Delivery Date packaged and documented in accordance with the Carrier's delivery requirements as specified in the Order Confirmation.
- 5.5 The time of delivery of the Inserts to the Delivery Address is of the essence of the Agreement. If the Inserts are not delivered on the Inserts Delivery Date then without prejudice and in addition to any other remedy Tri-Direct Sales shall be entitled to claim from the Client by way of liquidated damage for delay 0.5% of the price of the Services for every week's delay (or part thereof).

6 PRICE OF THE SERVICES

- 6.1 Price of the Services shall be Tri-Direct Sales's quoted price as stated in the Order Confirmation. All prices quoted are valid for 30 days only or until earlier acceptance by the Client after which time they may be altered by Tri-Direct Sales giving written notice to the Client.
- 6.2 The Client shall be liable to pay Tri-Direct Sales's charges for handling and carriage.
- 6.3 The price is exclusive of any applicable value added tax which the Client shall be additionally liable to pay on the rendering by Tri-Direct Sales of an invoice.
- 6.4 A levy of 0.1% payable by advertisers through agencies to the Advertising Standards Board of Finance as laid down in rate cards which applies to all gross media rates on press display advertisements (excluding classified linage and semidisplay), on outdoor cinema and direct mail appearing in the United Kingdom will be invoiced to the Client.
- 6.5 If the Client delivers more than the number of Inserts specified in the Order Confirmation and the Carrier agrees to distribute such greater number the price of the Services shall be increased pro-rata by reference to the rate stated in the Order Confirmation.
- 6.6 If the Client delivers less than the number of Inserts specified in the Order Confirmation it shall not be entitled to any reduction in the price of the Services unless otherwise agreed in writing between Tri-Direct Sales and the Client.

7. TERMS OF PAYMENT

- 7.1 Tri-Direct Sales shall be entitled to invoice the Client for the price of the Services on or at any time after the Inserts Delivery Date subject to the provisions of any Order Confirmation.
- 7.2 The Client shall pay the price of the Services within the number of days of the date of Tri Direct's invoice stated in the Order Confirmation and Tri Direct shall be entitled to recover the price notwithstanding that distribution of the Inserts may not have taken place and/or that the Client has raised any complaint query or claim that Tri Direct has failed adequately to perform its duties under the Agreement.
- 7.3 The time of payment for the Services shall be of the essence of the Agreement. Receipts for payment will be issued only upon request.
- 7.4 If the Client fails to make any payment on the due date then without prejudice to any other right or remedy available to Tri Direct Tri Direct shall be entitled to:
 - 7.4.1 terminate the Agreement and/or
 - 7.4.2 charge the Client interest (both before and after any judgement) on the amount unpaid at the rate of two per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and/or
 - 7.4.3 cancel or suspend any other contract between Tri Direct and the Client and/or

- 7.4.4 set off the price of the Services against any sums owed by Tri Direct to the Client under any contract between Tri-Direct Sales and the Client and/or
- 7.4.5 recover in full from the Client any surcharge payable by Tri Direct to the Carrier.

8 DISTRIBUTION

- 8.1 Any dates quoted for distribution of the Inserts are approximate only. Time for distribution shall not be of the essence unless previously agreed by Tri Direct in writing.
- 8.2 Statements of the volume of the distribution of Inserts are approximate only.
- 8.3 Tri Direct reserves the right to direct the Carrier not to distribute the Inserts to any commercial or residential property or to any districts which it or the Carrier shall in its absolute discretion and for whatever reason consider unsafe or undesirable.

9 CONFIDENTIALITY

- 9.1 "Confidential Information" means: any information technical data or know-how including but not limited to that which relates to research product plans products services customers markets software developments inventions processes designs drawings statistics marketing or finances or other business or technical information which is treated confidentially. Confidential information does not include information that:
 - 9.1.1 is in the possession of the receiving party at the time of the disclosure;
 - 9.1.2 becomes part of the public knowledge or literature not as a result of any action or inaction of the receiving party;
 - 9.1.3 is approved for release by the disclosing party in writing;
 - 9.1.4 becomes available to the receiving party from a third source not bound by any obligation of confidentiality with respect to such information;
 - 9.1.5 was independently developed or prepared by a party; or
 - 9.1.6 is required to be disclosed by law.
- 9.2 Each party agrees not to use or reveal the Confidential Information disclosed to it by the other party for any purpose except to further the objective of this Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of confidential information of the other in order to prevent it from falling into the public domain or possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least a reasonable degree of care. This provision shall be binding on the parties and shall be treated and safeguarded hereunder by the receiving party notwithstanding the termination or expiry of this Agreement.
- 9.3 Each party shall keep confidential all provisions of this Agreement and shall not make any public announcement of it or its subject matter without the other party's prior written consent. The Client agrees to maintain secret and confidential all information obtained from Tri Direct or the Carrier pursuant to the provisions of the Agreement and all other information that it may acquire from Tri Direct or the Carrier in relation to either or both Tri Direct and the Carrier in the course of the Agreement.
- 9.4 The Client shall procure that all its employees who have access to any information to which these Conditions apply shall be made aware of and be subject to these obligations.

10 CLIENT'S FURTHER OBLIGATIONS

- 10.1 The Client shall not be entitled to assign or sub-licence the rights of the Agreement to any third party without the prior written consent of a duly authorised representative of Tri-Direct Sales.

- 10.2 The Client agrees and warrants that any Inserts provided by it for distribution shall conform to the samples supplied to and approved by the Carrier and/or Tri-Direct Sales in accordance with Condition 5.1 and will not contain anything which is unlawful is in breach of industry guidelines regulations or codes of practice infringes any intellectual property rights or is defamatory.
- 10.3 The Client agrees to conform at all times with the British Code of Advertising Practice the Data Protection Act 1998 and any other applicable regulations and codes of practice.
- 10.4 If Tri-Direct Sales so requires the Client shall collect at the Client's expense any Inserts which have not been distributed by the Carrier within 15 days of notification by Tri-Direct Sales. In the event that more Inserts are delivered than agreed in the Order Confirmation, Client will pay all costs of storage and/or destruction at Carrier's election.
- 10.5 The Client shall indemnify Tri Direct and the Carrier against any and all loss incurred due to any breach of the Agreement by the Client.

11 TRI-DIRECT SALES'S RIGHTS

- 11.1 Tri-Direct Sales shall be entitled to assign or sub-contract its rights and/or obligations under the Agreement or any part of it.
- 11.2 Tri-Direct Sales shall be entitled to refer to the Client and outline the nature of the work performed for the Client for publicising Tri-Direct Sales to any third party.

12 WARRANTY AND EXCLUSION OR LIMITATION OF TRI-DIRECT SALES'S LIABILITY

- 12.1 Tri-Direct Sales warrants that the Services will be provided with reasonable care and skill.
- 12.2 The Client relies on its own skill and judgement as to the suitability of the Inserts for any purpose for which they are required to be distributed.
- 12.3 Except as expressly provided in this Agreement no warranty condition undertaking or term (express or implied statutory or otherwise) as to the satisfactory quality fitness for purpose or ability to achieve a particular result is given or assumed by Tri-Direct Sales and all such warranties conditions undertakings or terms are hereby excluded.
- 12.4 Tri-Direct Sales does not accept any liability for consequential special indirect or incidental loss (whether for loss of profit or otherwise) resulting from the distribution of the Inserts and/or the lack of or level of response to the Inserts.
- 12.5 Tri-Direct Sales shall not be liable for any delay in distribution of the Inserts howsoever caused.
- 12.6 Tri-Direct Sales shall not be liable for any reduced quantity of Inserts distributed by the Carrier other than to reduce the contract price calculated pro rata by reference to the number of Inserts deemed to have been distributed by the Carrier.
- 12.7 In any event and notwithstanding anything contained in the Agreement Tri-Direct Sales's liability in contract tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Agreement shall be limited to the price of the Services specified in the Agreement save for any liability that by law cannot be limited.

13 TERMINATION

- 13.1 The Client shall be entitled to terminate the Agreement on the following terms:
- 13.1.1 subject to the Order Confirmation the Client may submit its written request to terminate the Agreement not less than 60 days prior to the Distribution Date.
 - 13.1.2 where such notice of termination is received not less than 90 days prior to the Distribution Date the Client shall be liable for 20% of the price of the Services specified in the Agreement otherwise the Client shall indemnify Tri-Direct Sales and/or the Carrier in full against all loss (including loss of profit) costs damages charges and expense incurred by Tri-Direct Sales and/or the Carrier as a result of termination. Where notice of termination is received less than 60 days prior to the Distribution Date the full price of the Services shall be payable.
- 13.2 Either party may terminate the Agreement by giving written notice to the other party:
- 13.2.1 immediately upon breach by the notified party of any of these Conditions or other terms of the Agreement (including failure to pay any agreed charges).
 - 13.2.2 immediately upon the notified party entering into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purposes of reconstruction and amalgamation) or upon an encumbrancer taking possession or a receiver being appointed over any of the property of assets of such party or upon such party making any assignment for the benefit of its creditors or ceasing to carry on its business.
- 13.3 Upon termination of the Agreement howsoever arising:-
- 13.3.1 Tri-Direct Sales shall send to the Client at the Client's expense any subsisting Inserts which have not been enclosed and/or distributed by the Carrier if the Client so directs in writing.
 - 13.3.2 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have any further obligation to the other under the Agreement.
- 13.4 Termination of the Agreement for any reason shall not bring to an end:
- 13.4.1 the confidentiality of the parties to the Agreement
 - 13.4.2 the provisions of Condition 14 (Employment of Personnel) and
 - 13.4.2 the Client's further obligations under Condition 10.

14 EMPLOYMENT OF PERSONNEL

- 14.1 Each of the Client and Tri-Direct Sales undertakes and covenants with the other that during the continuation of the Agreement and for a period of one year thereafter it will not endeavour to solicit or entice away from the other (whether as an employee agent partner or consultant) any employee or former employee who (at that time) is or had been (as the case may be) employed by the other and who is or was engaged in relation to the performance of the provisions of the Agreement.
- 14.2 The party in breach of Condition 14.1 agrees that such a breach by it will entitle the other party:
- 14.2.1 to claim by way of reasonable liquidated damages an amount equal to one half of the annual salary last paid to such employee or former employee and/or
 - 14.2.2 to claim injunctive relief.

15 FORCE MAJEURE

- 15.1 If either party to the Agreement is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 15.2 Notwithstanding any other provision of the Agreement neither party shall be deemed to be in breach of the Agreement or otherwise be liable to the other for any delay in performance or the non-performance of any of its

obligations under the Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended accordingly.

16 NOTICES

- 16.1 Any notice required to be given by either party to the Agreement to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as notified by that party as being its address for service.
- 16.2 All notices documents communications and any other data to be provided under the Agreement shall be in the English language unless otherwise agreed.

17 GOVERNING LAW AND DISPUTES

- 17.1 The construction validity and performance of the Agreement shall be governed in all respects by English law.
- 17.2 All disputes arising in any way out of or affecting the Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties to the Agreement agree to submit.
- 17.3 If any term or provision in the Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of the Agreement by the validity and enforceability of the remainder of the Agreement shall not be affected.
- 17.4 A person who is not a party to this Agreement does not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

IN WITNESS whereof the parties by their duly authorised representatives have set their hands this day and year first before written

SIGNED BY: _____

SIGNED BY: _____

For and on behalf of Limited

For and on behalf of Tri-Direct Sales Limited

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____