



COUPON ADVERTISING INFORMATION - INSERTION ORDER & AGREEMENT

Buyer Name _____
(Individual or Company Name)

Address _____

City _____ St _____ Zip _____

Phone _____ Fax _____

Contact Name (Title) _____

THIS AGREEMENT made on the date set forth below by and between TechVgroup (hereinafter referred to as "IPL") and the above named Company/Individual (hereinafter referred to as "Buyer").

1. **AGREEMENT** - The Buyer hereby authorizes IPL to place in service and maintain computer generated Coupon and Email Database(s), hereinafter referred to as "Databases", on the Webnoodler.com internet server, pursuant to the terms and conditions described hereinbelow. The Databases covered by this agreement are fully defined in Attachment A, affixed hereto and made a part of this Agreement.

2. **TERM** - The term of this Agreement shall begin on the first day on which the Buyer's Database(s) is installed on the Webnoodler.com internet server, and shall continue for the period of time specified in Attachment A hereto.

3. **RENEWAL** - This Agreement is only renewable upon consent of IPL at the rate(s) required by IPL at the time of renewal.

4. **PAYMENTS** - In consideration of the services provided by IPL, the Buyer agrees to pay the total amount set forth in Attachment A, in advance of any Database(s) being placed on the Webnoodler.com internet server. Failure of the buyer to make payment when due for any Database(s) covered hereunder shall be considered to be a breach of this Agreement. Accordingly, the parties hereto agree that if the Buyer fails to make payment(s) due hereunder, IPL shall be entitled to cancel this Agreement without notice and to refuse to place Buyer's Database(s) on the Webnoodler.com internet server.

5. **MAINTENANCE** - IPL agrees to maintain the Webnoodler.com internet server in a manner that is consistent with the hosting of Databases. IPL shall not be liable to the Buyer for delay or failure in the performance of any of its obligations hereunder, or for any incidental or consequential damages arising therefrom. The Buyer acknowledges and understands that from time to time, due to the nature of the internet, such as bandwidth, ISP performance, backbone and other issues, that there could be interruptions to the access of the Webnoodler.com internet server which are beyond the control of IPL.

6. **EXCLUSIVE PROPERTY OF IPL** - It is agreed by the parties that the Webnoodler.com internet server and Databases, and all programming and design integrated therein are the sole property of IPL, and that IPL retains the exclusive right to operate the Webnoodler.com internet server and Databases.

7. **DATABASE UPDATES & OTHER SERVICES** - Updates to Databases covered hereunder may be made during the period stated in Attachment A hereto, and are at the cost stated thereon. If the Buyer requests that IPL provide any other services, IPL shall provide Buyer with a price quotation for these services, and the Buyer shall pay in advance for such services in addition to any Database fees due hereunder.

ATTACHMENT "A"

General Description Of Services:

IPL helps you make sales on your e-commerce web site by providing you with a superior online business offers database that you control. Our technology allows you to create any type of offer or coupon with images "on the fly" (online, *and in minutes flat*), and have them automatically appear on a "private label" offers web page that we design.

Once offers, information or coupons are entered into the databases, they can be linked to from anywhere on your web site...viewed by consumers...and printed or "sent to a friend". All offers, information and coupons can be edited online at any time, as frequently as desired, and at no added cost subject to any limitations or rate requirements hereunder.

We also provide you with an online email database. This database allows you to capture consumer email addresses through online registration or manual entry. We also provide an online email marketing server that enables you to automatically email any offers, information or coupons that are in your databases, to all customers in your email database. You can conduct this emailing as frequently as desired subject to any limitations or rate requirements hereunder.

Enrollment in the Coupons Database Program (Databases) includes the following:

- Programming, design and setup of a private label coupons database
- Programming, design and setup of a private label email database
- Programming and design and setup of private label offers web page
- Hosting of email and offers databases and offers web page
- Email serving
- Monthly database maintenance
- 24x7 Customer Support

Set-Up Fee:

Private label offers and email databases set-up fee, including design and setup of offers web page and logo. - \$0.00

Monthly Maintenance Fee - \$25.00 per month

Includes posting up to 12 coupons per month, with unlimited online edits and updating of the 12 Coupons. Cost per additional coupon posting is \$2.00 per added coupon per month (includes unlimited online edits and updating of same).

Cost for use of our e-mail servers to send offers, information or coupons to customers in your online email database:

Mail offers to 2,000 email addresses per month – NO ADDED COST

Mail offers to 2,001 to 5,000 email addresses per month – Add \$10 per month

Mail offers to 5,001 to 20,000 email addresses per month – Add \$20.00 per month

Mail offers to 20,001 to 50,000 email addresses per month – Add \$30.00 per month

Mail offers to over 50,000 email addresses per month – Contact us for quote

Minimum Term Of Agreement & Payment Requirement:

Buyer must initially enroll for a minimum of three months @ \$25.00 per month (\$75 total commitment) and pay this amount in full in advance of IPL creating any databases hereunder.

Renewal Of Agreement:

Following the initial 3 month period, Buyer may renew this agreement for additional 3 month periods, or 12 month periods by advance payment. IPL shall bill buyer by email at the end of each period for subsequent period(s). Upon receipt of email billing, buyer shall make payment for said renewal period within 14 days of such billing. Failure to make payment when due shall be grounds for termination of this Agreement with no further obligations on the part of IPL.

Database Cancellation & Acceptance:

The Buyer may cancel this Agreement at any time and request removal of its Database(s) from the webnoodler.com internet server. No refunds, pro-rata or otherwise shall be made when a Database is cancelled and removed from the Webnoodler.com server.

We will not accept any Databases of that contain sex related advertising or Coupons, so if your business fits into this category, please do not submit this Insertion Order.

We reserve the right to refuse to create any Database(s) for any reason, and if we do, we will return this Insertion Order and the original check you submitted as payment, without penalty.

We reserve the right to cancel any Database agreement where the Buyer has violated the spirit of our agreement "after the fact", and if we do, no refunds of any portion of monies paid to us will be prorated or refunded.

INSERTION ORDER PERIOD & COST

Please set up my databases at no cost, and maintain them for the following period of time, at a cost of \$25.00 per month (check one):

3 month minimum term - \$75.00 total

6 month term - \$150.00 total

12 month term - \$300.00

Please make check for the above total payable to TechVGroup and mail to:

TechVgroup
4101 Dublin Blvd. Ste #442
Dublin CA 94568

Billing or other Inquiries should be made by phone: (925) 608-0091

NOTE:

If creation of your Database(s) is refused for any reason, your original check will be returned to you without penalty. If your check is returned to us for insufficient funds, we will charge you the amount that our bank charges us for returned items and cancel this Agreement.