

# CUSTOMER AGREEMENT

This Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between I Photo Central, LLC<sup>SM</sup>, a Pennsylvania limited liability company with offices located at 258 Inverness Circle, Chalfont, PA 18914 ("I Photo") and \_\_\_\_\_, a \_\_\_\_\_ located at \_\_\_\_\_ ("Customer").

For fair, good and adequate consideration, and intending to be legally bound hereby, I Photo and Customer hereby agree as follows:

1. Upon the terms and conditions contained in this Agreement, I Photo hereby agrees to advertise for sale from its website the products of Customer as are identified on Schedule "A" hereto (the "Products"), and Customer hereby agrees to compensate I Photo for advertising the Products at the rates provided below, for a period of twelve (12) months commencing on the date of this Agreement and ending on the first anniversary of the date of this Agreement (the "Term"). The Term shall automatically renew at the prevailing rates on a month-to-month basis after the initial Term until terminated after the initial Term by either I Photo or the Customer providing written notice by registered mail to the other of such termination not less than sixty (60) days prior to the proposed termination date. If Customer terminates this Agreement prior to the end of the Term (as may be automatically extended as provided above), the Customer shall pay to I Photo all fees and charges otherwise payable for the entire balance of the Term, less ten (10%) percent, which amount shall be due and paid to I Photo in one lump sum at the time of termination.

2. Customer agrees to pay to I Photo an enrollment fee (the "Enrollment Fee") at the time of execution of this Agreement, and a monthly service fee (the "Monthly Fee") on or prior to the first day of each month of the Term, prorated for partial months. The Enrollment Fee and Monthly Fee will be charged and all other products or services to be provided by I Photo under this Agreement will be provided at I Photo's standard rates then in effect. I Photo's current rates, subject to change, from time to time, are Five Hundred (\$500.00) Dollars (U.S.) Enrollment Fee and Two Hundred and Fifty (\$250.00) Dollars (U.S.) Monthly Fee with a one-year minimum term for this agreement, which is then renewable at the monthly prevailing rates as noted above. Custom web sites are quoted on an individual basis. The obligations of I Photo under this Agreement are subject to Customer satisfying the credit requirements of I Photo. Customer shall pay by credit card on a monthly basis, although Customer may also pay for the year in advance by check if Customer so chooses. Customer acknowledges, understands and agrees that Customer will be charged by I Photo Central LLC or its assigns. 2a. If Customer signs this agreement and begins their contract term by March 2004, I Photo will waive the first monthly charge, the first two Special Exhibits charges, all incremental charges to add additional items above the initial 500 item amount, and all Calendar logo charges for Customer owned events for the first year.

3. Customer hereby represents and warrants that: (i) Customer is the sole owner of the Products, or if Customer is not the sole owner of the Products, Customer is acting as agent for the owner of the Products, with full authority to sell the Products; (ii) the Products are free and clear of any and all liens, claims, encumbrances and restrictions whatsoever; and good and marketable title and right to possession of the Products will pass to the purchaser of the Products at the time of delivery; and (iii) Customer has the right to publish the images and information supplied to I Photo, such images and information do not infringe on any third party's copyright, trademark, intellectual property or other rights and the Products are otherwise lawful.

4. Customer agrees to indemnify, defend and hold I Photo and its respective officers, directors, owners, agents, employees, representatives, successors and assigns from and against any and all claims, actions, damages, losses, liabilities, costs and expenses whatsoever (including, without limitation, attorneys' fees and costs of investigation and suit) arising from or related to: (i) the breach or claimed breach of the obligations, warranties and representations of Customer contained in this Agreement, (ii) the advertisement, marketing, possession and/or sale of the Products, and/or (iii) the violation or infringement by Customer or any of the Products of any rights of others.

5. Customer agrees that only images of the actual Products for sale may be posted on I Photo's website. Customer also agrees to describe the Products truthfully and disclose any repairs, restorations and/or imperfections of the Products. Knowledge of repairs, restorations and/or imperfections not fully disclosed to the buyer prior to purchase shall constitute cause for I Photo to terminate this Agreement without refund to Customer. Customer shall give Customer's clients derived from I Photo's

website at least a five (5) working day period following delivery in which to inspect, authenticate, review and return any item(s) for any reason, less shipping/insurance expenses, and subject to return in the same condition in which the item was sent. In the event I Photo determines, in its sole discretion, that Customer is or may be utilizing I Photo's website in furtherance of any fraudulent, improper, illegal and/or misleading transactions or activities or Customer refuses to honor the five (5) day review period described above, such determination by I Photo shall result in termination of this Agreement by I Photo without refund. Customer further agrees to abide by any and all rules and regulations imposed, from time to time, by I Photo relating to, regulating and/or limiting the posting of material on I Photo's website. I Photo reserves the right to change, add to and/or delete any of its rules and regulations at any time.

6. Unless otherwise provided herein, any claim, notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and effective only when delivered personally or by certified mail, postage prepaid, return receipt requested or by overnight courier, addressed to such party at its address set forth above. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought against either of the parties solely in the courts of the Commonwealth of Pennsylvania in and for the County of Montgomery. The parties hereto consent and hereby submit to the jurisdiction of said courts (and of the appropriate appellate courts) in any such action or proceeding and waive any and all objection to venue therein.

7. This Agreement, together with any schedule(s) hereto, incorporated herein by this reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect any other provision of this Agreement.

8. All representations, warranties and covenants of Customer contained herein or made in connection herewith shall survive any termination of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, requested, deleted and/or negotiated any provision of this Agreement. The person executing this Agreement on behalf of Customer has full right and authority to legally bind Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending to be legally bound, as of the day and year first above written.

CUSTOMER: \_\_\_\_\_  
(Type or Print Company Name)

(Social Security or Tax ID No.: \_\_\_\_\_)

By: \_\_\_\_\_ (SEAL, if incorporated)  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_; Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

I PHOTO CENTRAL, LLC<sup>SM</sup>

By: \_\_\_\_\_  
Alexander Novak, President