



# Phoenix Global Data, LLC

## EXPRESS SERVICE AGREEMENT

The Retailer listed below authorizes Phoenix Global Data, LLC ("PGD") to act as your coupon processing agent in collecting monies due from manufacturers for cents-off coupons issued and properly redeemed through your Retail Establishment(s). This agreement is only valid if the name and address appearing below on this agreement is a "Bona Fide" Retailer submitting coupons to PGD for processing.

### PGD shall perform the following services upon receipt of coupons:

1. If the coupon shipment is acceptable, PGD will scan count, and invoice the coupons to the distributing manufacturers who have authorized PGD to act as a clearinghouse. PGD retains the right to reject any coupon shipment(s) for any reason.
2. **PGD will pay Retailer face value for all valid coupons 30 days** after receipt of the coupon shipment at the PGD Distribution Center located at 3700 Gateway Blvd. East, El Paso, TX 79905-1309. PGD will deduct from coupon payments any adjustments or manufacturer payment denials.
3. **PGD will not charge any administrative chargeback fees, freight fees, or add any other fees.**

### The undersigned Retailer agrees to:

1. Submit only those coupons which have been properly redeemed by the Retailer in accordance with all terms specified by the issuing manufacturer. Only coupons redeemed by the Retailers customers for products bought at the Retailer's location will be honored. Retailer agrees that their store will follow industry guidelines for coupon redemption and will promptly provide any manufacturer with proof of purchase of products sold, when required.
2. Authorize endorsement by PGD of any checks from any manufacturer or their agent for coupons which have been forwarded to PGD for processing.
3. Authorize PGD to maintain a one-time Security Deposit as PGD reasonably determines.
4. Promptly reimburse PGD for all outstanding balances including chargebacks, reasonable attorney's fees, court costs and collection fees necessary to obtain such reimbursement.
5. Retailers coupons will be insured by PGD for loss from fire and theft from the time of receipt at The PGD distribution center until shipped to the corresponding manufacturer.
6. To accept PGD chargeback detail as documentation of manufacturer chargebacks or rejections in place of actual physical coupon(s).
7. Term of this agreement is for (1) year from effective date and shall automatically renew annually thereafter unless retailer or processor give a 30 day written notice of termination.
8. The jurisdiction for any disputes arising from this agreement shall be governed by Texas law, and to venue in El Paso County.

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Name

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Company Name/Store Name

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Physical Store Address

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Authorized Signature/Title & Date