

ENROLLMENT AGREEMENT

CLIENT AUTHORIZATION: By enrolling in the PSP Rebate Programs, the Client hereby authorizes Prime Source Purchasing (PSP) to undertake the following on the client's behalf: (1) Compile, review and utilize all of Client's purchasing data in order to facilitate Client's participation in the Rebate Programs; (2) Negotiate with manufacturers of food and food related products to secure the most optimal rebate terms; (3) Collect, record, process, and report to the manufacturers the Client's purchasing data in order to facilitate the processing of the Client's rebates.

PSP/CLIENT DUTIES AND RESPONSIBILITIES: PSP shall exercise good faith and due diligence when negotiating rebate terms with the manufacturers for the benefit of the Client.

(1) PSP shall compile, monitor and transmit all of the Client's purchasing data to the manufacturers, prepare and submit invoices to the manufacturers in order to process the Client rebates, collect the rebate revenue from the manufacturers and disburse the rebates to the Client in accordance with the allocation herein set forth; (2) PSP shall use commercially reasonable efforts to ensure that all rebate revenue, minus PSP's fees, shall be forwarded to the Client promptly upon PSP receiving all rebate revenue billed for the quarter. The Client understands that the manufacturer's payment of rebates is dependent upon its own payment policies and procedures; (3) All billings and payments will be made on a quarterly basis; (4) During the term of this Agreement, the Client must participate solely and exclusively in PSP Rebate Programs.

TERM OF AGREEMENT: The term of this Agreement shall be for three (3) years from the date signed and shall automatically renew at the conclusion of each successive three (3) year period, (**The Renewal Date**), for a period of three (3) years, provided neither party gives written notice to the other party of non renewal not less than 30 days prior to the renewal date.

LIMITATIONS: This program is subject to the following restrictions: PSP reserves the right to modify, upgrade, replace and/or discontinue any aspect of the Rebate Programs as circumstances may dictate. In addition, PSP reserves the right to terminate or exclude a Client's participation in the Rebate Programs in the event the Client does not participate solely and exclusively in PSP Rebate Programs or their actions or inclusion are deemed detrimental to the Rebate Programs in any way. In addition the Client may be excluded by a Manufacturer or Distributor from any of their offerings of which PSP has no control.

PSP SERVICE FEE: The Client shall be entitled to receive 60% of all rebates paid by a Manufacturer or a Distributor in connection with PSP Rebate Programs addressed herein. PSP shall be entitled to retain the remaining 40 % of all rebates as its fee. PSP's policy is not to issue payments of less than \$10.00.

INDEMNIFICATION: For and in consideration of the benefits which the Client is expected to derive from the Rebate Programs, the client agrees to hold PSP and its successors, agents and assigns harmless from and against any and all claims, rights, suits, demands or causes of action which may be asserted against PSP and its successors, agents and assigns and any and all judgments, damages or losses arising therefrom, which directly or indirectly result from any of the following: (1) the sale, purchase, use or consumption of any product purchased or acquired by the Client pursuant to the Rebate Programs; (2) any breach by Client or its employees, agents or representatives of any obligation, duty or covenant set forth in this Agreement. This indemnification shall include, but not be limited to, the Client's obligation to defend any such claim, suit or cause of action which may be asserted against PSP and payment of any legal or litigation expenses which may be incurred by PSP if it is required to undertake its own defense of any such claim, suit or cause of action.

MISCELLANEOUS: This Agreement shall be governed by the laws of the State of New Jersey.

ENTIRE AGREEMENT: This writing represents the entire understanding and agreement of the parties.

30 DAY OPT-OUT CLAUSE: The client shall have the option to opt-out of the PSP Rebate Programs within the first 30 days of the signed Manufacturer Rebate Enrollment Form. In the event the Client elects to do so, the Client must request and sign a PSP Rebate Opt-Out Form by calling PSP at 973-778-9050.