



## Client Service Agreement

This agreement, effective upon the date of first execution, is entered into by and between IMPRESSIONS, having its primary place of business at 704 Thompsons Drive, Brentwood, California 94513 (hereinafter referred to as "IMP", and \_\_\_\_\_ having its place of business at \_\_\_\_\_ (hereinafter referred to as "CLIENT").

WHEREAS, the CLIENT and IMP have expressed interest in IMP preparing and/or providing business services to the Client; and

WHEREAS, in order to promote and facilitate discussions between the parties and the review by the parties of certain information relating to the CLIENT, the parties desire to impose certain confidentiality and other restrictions.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledges, the parties agree as follows:

### **DEFINITIONS:**

"Marketing" is defined as the promotion and soliciting of all aspects of CLIENT's product(s), including but not limited to solicitation of product to distributors and other industry sources; generation and dissemination of press releases; event planning; and assisting with advertising.

"Advertising" is defined as media planning, budgeting, and placement and management of advertising space. "Advertising" does not include creation of advertisements.

"Fulfillment" is defined as the process of storing product and shipping orders that IMP generates through distributors/wholesalers; generating invoices for CLIENT's products shipped from warehouse; and the collection of payment and disbursement of funds to CLIENT.

"Distributor" is defined as a distributor recognized and used by any of the large game manufacturers in the hobby industry or any established company that, as its primary business purpose, sells books and/or games to a significant number of retail game, hobby, or book stores within the hobby industry.

“Net Sales” means IMP’s actual receipts, less all regular discounts, on products sold to the trade.

“Sold” or “Sale” means that a product is shipped by IMP or its authorized agents or partners to a regular purchaser. A product sent by IMP to any party at the direction of CLIENT is not a sale.

“Retail Price” means the suggested retail price of the product, as determined by the publisher.

“Pallet” means a wooden pallet, measuring approximately three-and-a-half (3-1/2) feet by three-and-a-half (3-1/2) feet, which may be stacked with boxes to a height of six (6) feet. The pallet may be used to store multiple titles.

1. IMP shall provide CLIENT with services as an agency related to fulfillment, marketing, and advertising (as defined above). CLIENT further understands and agrees that IMP shall deduct 18% of NET paid invoices sold at wholesale (67.2% off as sold at 60% off to distributors), plus \$0.25 per unit packed, each month prior to paying CLIENT, as its fee for fulfillment. These fees include all related office expenses generated by IMP to perform the aforementioned services except expenses specifically incurred via a request or direction from CLIENT.

Recognized distributors receive 60% off of the retail price of products. IMP agrees that it will not increase any currently offered discount to CLIENT’s products without the written agreement of CLIENT.

IMP does not provide retail sales services, and agrees that CLIENT may sell its own product(s) directly to consumer either by mail or online, or contract this right to a third party, without affecting this agreement or its sales exclusivity to the hobby game distribution channel. IMP does not sell direct to retailers, but retains the right to do so at any time, at its sole discretion so long as the discount offered does not exceed that offered to any recognized distributor. Both parties agree that such sales directly to retailers shall not affect other terms of this agreement.

2. IMP shall represent CLIENT and promote CLIENT’s products exclusively to hobby game distributors and retailers worldwide in a professional manner, including inclusion of CLIENT and its product line in any standard marketing tool provided by IMP.

IMP shall not represent CLIENT at conventions or trade shows as a normal part of its business. IMP may from time to time attend trade shows, conventions, and distributor open houses. CLIENT shall have the option to pay a proportional fee for representation at such events, as agreed to between IMP and CLIENT on a case-by-case basis, or IMP will pay standard distributor discounts to carry product for sale.

CLIENT shall provide IMP with a list of its current product(s) available for sale to distributors. As soon as possible, CLIENT shall provide IMP with detailed information on upcoming releases, including sales information, cover image, and descriptive text. CLIENT understands that the ability of IMP to properly market its product(s) may be limited if this information is not received at least three (3) months in advance of product release.

3. CLIENT will ship product(s) to IMP warehouse at CLIENT's own expense. IMP will store, package, ship at its own expense, and invoice product(s) to recognized distributors in conjunction with the products of other IMP clients. IMP shall ship product at CLIENT request, but shall be charge published shipping rates plus a handling fee (\$0.25 per unit or \$6 per case, whichever is less) for any product(s) shipped that does not generate revenue for IMP. This includes product sent back to client in the event of the agreement's termination.

IMP agrees that it or its authorized agents or partners will maintain sufficient insurance on its warehouse and employees to fully cover all of CLIENT's product(s) stored there. IMP agrees that any shipments lost after receipt by IMP or its authorized agents or partners shall be the responsibility of IMP to replace or reimburse.

4. IMP shall settle accounts with CLIENT on a monthly basis, providing a detailed sales and accounting report, and corresponding payments to CLIENT by the 30<sup>th</sup> of each month for those payments received in the month prior, less any deductions due to IMP for shipments requested by CLIENT or other services provided by IMP during that month. Sales and accounting reports will be furnished to CLIENT in a form and format determined by IMP by the 30<sup>th</sup> of each month via fax, e-mail, or mail. If reported payment to CLIENT is below \$300.00 (U.S. Three Hundred Dollars), balance will be carried over to the report the month following and added until \$300.00 minimum is achieved. Payments under \$300.00 will be paid only in the event of the termination of agreement. If reported payments to CLIENT is below \$300 U.S. for a period of SIX reports consecutively, this agreement will be terminated with the description provided in section 9 occurring immediately.
5. IMP shall provide CLIENT with an accounting inventory of all of CLIENT's product(s) in its warehouse upon request. By the end of the month of December in each calendar year, IMP shall provide a physically verified count of all of CLIENT's product(s) in its warehouse upon request. Inventory taxes are the sole responsibility of CLIENT.
6. IMP has the right to control amount of CLIENT's product(s) shipped to and stored within warehouse after an initial sales period of at least three (3) months. If this right is executed, CLIENT has thirty (30) days to have excess product removed from the IMP warehouse at its own expense. Overstock product(s) will be charged a per pallet fee of \$12 per month (standard sized pallet), to be deducted from each month's payments to CLIENT. In the event that payments due to CLIENT for sales do not cover pallet expenses, IMP has the right to dispose of said product after another thirty (30) days have elapsed unless CLIENT pays the pallet fee of \$12 each per month.
7. For the duration of the agreement and for eighteen [18] months after any termination, CLIENT shall have the right to examine or cause its duly appointed representative to examine the accounts of IMP insofar as they relate to this agreement or CLIENT, at any time during regular business hours, upon forty-eight [48] hours' advance notice to IMP. Inventory levels will be allowed at a difference of +/-3% for each individual product SKU (Stock Keeping Unit). Such examinations shall occur at any reasonable time after written request by CLIENT, but not more frequently than once every twelve [12] months.

8. IMP and CLIENT agree that sales information, results of marketing and advertising, and all terms of this contract are confidential and may not be disclosed to any third party without prior written consent of the other, except as is required by either party to properly and efficiently conduct business.
9. This contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter. Any amendments to this contract must be in writing and signed by both parties.

Either party may terminate this agreement, with or without cause, with a 30 (thirty) written day notice. Upon termination, IMP will provide a physically verified count of all of CLIENT's product(s) in its warehouse. Upon receipt of this inventory, CLIENT shall have thirty (30) days to arrange for return or shipping of all product(s) in IMP's warehouse, at CLIENT expense.

10. All product(s) CLIENT ships to IMP under the terms of the agreement remain the sole and exclusive property of CLIENT until they are sold as defined in the agreement.
11. This contract, including all matters related to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the United States of America and the state of California.

The provisions of this agreement are severable, and if any provision shall be held to be illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

In the event either party is prevented from operating or performing under the Agreement due to strikes, wars, embargoes, or events over which it has no control, that party shall be relieved from complying with the terms of this Agreement until the event has passed and it is again in a position to comply with the terms hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized offices on the date(s) below.

For \_\_\_\_\_  
(company)

For IMPRESSIONS

\_\_\_\_\_  
Name

\_\_\_\_\_  
Aldo Ghiozzi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date