

getsugar rush Deposit + Offer Form

Instructions for Completion

Step 1. Pick the date of your getsugar rush. Please contact Ben Tregoe for available dates. You can also visit the Forward Calendar within the merchant info section of getsugar rush available at our website www.getsugar.com to see available dates.

When we confirm the availability of a specific date, we will also tell you the Marketing Fee for that date and its respective Deposit.

Step 2. Make Deposit. If you have not already made a deposit, you can print the Deposit Form within this document and fax to us at 781 684 0405. You can make your deposit prior to completing this Offer Form and by doing so lock in your date and Marketing Fee.

The Deposit is 100% refundable if your getsugar rush is cancelled prior to the Cancellation Deadline.

Why do we ask for a deposit? Part of the power of getsugar rush is the limited number of offers in each getsugar rush. Often times, there are more merchants wanting to make an offer than slots available within a particular getsugar rush. The Deposit therefore helps us assign and reserve spots for Merchants. The Deposit also locks in your Marketing Fee. When you make your Deposit, you lock in a Marketing Fee based on the audience size we guarantee for your getsugar rush. As the getsugar rush audience grows, you gain the benefit of any audience size increase from the Guaranteed Audience Size at the time of your deposit and the actual audience size at the time of your getsugar rush.

Step 3. Complete Offer Form. Complete this Offer Form and fax it to us at 781 684 0405.

Contact Information

If you have any questions, please contact either Ben Tregoe or Catherine Brown.

Ben Tregoe
btregoe@getsugar.com
617 833 8515

Catherine Brown
978 869 2060
cbrown@getsugar.com

Instructions

If you have not already submitted a Deposit, please contact Ben Tregoe at 617 833 8515 or btregoe@getsugar.com about available dates. Ben will also inform you of the Marketing Fee and Deposit for each date. Once you have the date, Marketing Fee and Deposit information from Ben, please print, complete and fax the below Deposit Form to Ben Tregoe.

Fax number: 781 684 0405.

Merchant (business) name: _____

Date of getsugar rush: _____

Cancellation Deadline: _____
(5 business days prior to date of getsugar rush)

Marketing Fee: _____

Deposit: _____

Please note, getsugar will return 100% of the Deposit in the event the getsugar rush is cancelled prior to the Cancellation Deadline.

Credit Card Information

Billing information:

Name on card: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Card: Visa Mastercard Discover American Express

Card Number: | | | | | | | | | | | | | | | | | |

Expiration Date: _____

Security Code: _____
[the three digits [Visa/MC on back] or four digits [AMEX on front] of your card]

Signature

Date

Charges will appear on credit card statement as getsugar.

What getsugar will do

We **guarantee the size of your audience**. If we do not achieve the Guaranteed Audience Size, you will receive a complimentary getsugar rush.

We **guarantee we will do what we say we will**. If we do not do what we said we would in this Offer Form, please let us know and we will work to correct it. If within 20 days of your getsugar rush you still do not feel we have upheld our obligations outlined in this Offer Form, please let us know in writing that you wish a refund and we will refund 100% of the Marketing Fee and Sales Commissions associated with your getsugar rush.

We will prepare, with your help, your getsugar rush.

We will make the getsugar rush available to our audience. At your option, you can make the getsugar rush available to your email list and web visitors.

We will **securely process all e-commerce** transactions.

We will **handle all shipping and mailings**.

We will promptly provide you a **report on the activity generated** by your getsugar rush offer.

We will **process returns** if any. We allow buyers to return an item in new and unworn condition within 10 days of the receipt of shipment for a full refund less the shipping costs. If we receive returns from your getsugar rush, we will process these returns according to our return policy, refund amount paid to the credit card of the purchaser and promptly deliver the returned goods to you.

We will promptly **pay you**, following the 10 day return period, the net proceeds of your getsugar rush if sales from your getsugar rush are greater than the total getsugar fees. We will also send you a check for all applicable sales taxes collected on your behalf. We will provide you with an accounting summary and report of all financial activities.

What Merchant will do

The Merchant will guarantee the availability of the items to be sold. The Merchant and getsugar both agree that selling an item which is then not available would be detrimental to the reputation of the Merchant and getsugar. Therefore, the Merchant guarantees that no less than the quantity of items in the sizes and colors stated in this Offer Form will be available for getsugar to ship when the getsugar rush is completed. getsugar will charge a penalty of 150% of the selling price of the Item for each Item sold in the getsugar rush that is unavailable. The penalty for unavailable inventory will be deducted from the proceeds of the getsugar rush and if there is a shortfall, getsugar will charge the credit card of the Merchant on file for the remainder.

The Merchant will help getsugar prepare the getsugar rush. This help includes but is not limited to: (i) making the required deposit (ii) completing, signing and returning this Offer Form (iii) supplying photos or making items available for photography, (iv) supplying a digital jpg or gif image of the Merchant's logo and (v) at the Merchant's option, providing marketing materials to be included in the shipping or mailing.

The Merchant will notify getsugar prior to the Cancellation Deadline of a cancellation, a change in inventory quantity and/or a change in the Offer.

continued on next page

Merchant: _____

Date of getsugar rush: _____

Item/s to be sold:

Product Information: *i.e., 100% silk, as seen in Vogue, limited edition, hand-embroidered, etc*

Quantity/Item Distribution

| Size: | Color: | Quantity: | Any special instructions? |
|-------|--------------------|-----------|---------------------------|
| 4 | Periwinkle EXAMPLE | 2 | |
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Current retail price: \$ _____

getsugar rush selling price: \$ _____

Is this item taxable? If so, what percent? _____%

Price to move during getsugar rush? Y / N

If yes, what is the Minimum Price \$ _____ and Maximum Price \$ _____ per item?

Coupon?

getsugar rush can also distribute coupons. In addition to selling your product through a rush, we are eager for our audience to do even more business with you. A coupon is incentive for the getsugar rush audience to visit you and potentially buy even more from you! If you want to offer a coupon, please complete:
getsugar will design the coupon

Offer: [i.e., 15% off your next purchase]

Expiration Date: _____

Quantity Limit: _____

Redeemable Locations:

Exclusions/Exceptions:

Special instructions for customer or your staff:

Merchant Information

All fields are required except the *italicized*.

| | |
|---------------------------|--|
| Business Name: | |
| Main Contact: | |
| Email/Phone: | |
| <i>Secondary Contact:</i> | |
| <i>Email/Phone:</i> | |
| Business Address[es]: | |
| City: | |
| State & Postal Code: | |
| Business Telephone: | |
| Fax: | |
| Website: | |
| Shop Hours: | |

Brief description of merchant: *i.e., located in artsy South End, Best of Boston winner, etc.*

Cancellations

The Merchant may cancel the getsugar rush with no penalty at any time before the Cancellation Deadline. getsugar will return 100% of the Deposit in the event of a cancellation prior to the Cancellation Deadline.

Reasons getsugar may cancel getsugar rush

1. getsugar reserves the right to cancel a getsugar rush if Merchant does not provide the help necessary (as outlined above) to produce the getsugar rush.
2. getsugar reserves the right to cancel the getsugar rush if the Merchant has less inventory of the item than originally stated and in getsugar's sole discretion this decrease in inventory is insufficient for a getsugar rush.
3. getsugar also reserves the right to cancel the getsugar rush if the Merchant changes the offer to one of less value to the getsugar rush audience in getsugar's sole judgment.

If getsugar cancels the getsugar rush for one of the 3 reasons stated above prior to the Cancellation Deadline, getsugar will return 100% of the Deposit Amount to the Merchant and no penalties or fees shall apply.

If getsugar is forced to cancel the getsugar rush for one or more of the 3 reasons stated above after the Cancellation Deadline, getsugar will keep the Deposit.

If the Merchant cancels the getsugar rush after the Cancellation Deadline, getsugar will keep the Deposit.

Miscellaneous:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law relating to conflict of laws. The parties consent to the jurisdiction of all federal and state courts in Massachusetts.

In this Agreement, you is synonymous with Merchant and denote the business making the offer through getsugar rush.

Please sign this document and fax back to getsugar. Upon receipt of the signed document, getsugar will sign and return a copy for your records.

Fax number: 781 684 0405.

It is agreed,

| |
|-----------------|
| MERCHANT |
| _____ |
| Signature |
| _____ |
| Title |
| _____ |
| Business Name |
| _____ |
| Date |

| |
|--|
| SUGARINK CORPORATION [dba getsugar] |
| _____ |
| Signature |
| _____ |
| Title |
| <u>SugarInk Corporation</u> |
| _____ |
| Date |