

SUPPORTERS OF AMERICAN LOCAL ECONOMY, INC.

MEMBERSHIP AGREEMENT

1. MEMBERSHIP ENROLLMENT.

By enrolling in the Supporters of American Local Economy, Inc. (“SALE”) membership program, you (the “Customer”) are agreeing to abide by the following specific terms and conditions of this Agreement. Upon Customer enrollment SALE will mail a membership card to the Customer. The membership card shall contain the members name, the SALE logo, the membership number and the expiration date of the membership. By signing this Agreement Customer acknowledges that they are at least 18 years of age.

You acknowledge that SALE has created a network of vendors offering services and/or discounts exclusively available to SALE membership cardholders. SALE reserves the right to change any offer and/or participating vendor at any time. In addition, vendors may change the available offered services and discounts at their sole discretion. The Customer is encouraged to visit SALE’s website at www.salenetwork.org to view current participating vendors, give feedback on their experience, or to propose new vendors.

Once enrolled, Customer will automatically be entered into a monthly sweepstakes with a prize of up to \$500.00. See SALE’s website for the Official Sweepstakes Rules and more details.

2. MEMBERSHIP CARD.

The membership card is the key to the Customer’s savings and benefits, so the Customer is encouraged to carry the membership card with them at all times. When using your membership card in-store, you must show your membership card at the time of purchase at a participating vendor. The vendor may ask the Customer to verify their identity with a photo identification at the time of purchase so the Customer is also encouraged to carry a photo identification with the membership card.

The membership card supplied by SALE hereunder is for the sole use of the Customer. Customer acknowledges that the membership is non-transferable and SALE does not permit the sharing of your membership card, number or discounts with any other person. If SALE reasonable believes that any of Customer’s membership privileges are being used improperly, SALE reserves the right to cancel the membership without Customer’s authorization. The membership card is to be used only by the Customer and only for the purposes specified in this Agreement. Customer agrees to immediately notify SALE of any unauthorized possession or use of a membership card.

SALE and participating vendors are independent third-parties. SALE makes no representations or warranties, either express or implied, and disclaims all liability, as to the

fitness, quality, delivery date, merchantability, prices or any terms of any transaction between Customer and any vendor. Customer agrees to indemnify and hold SALE harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction conducted by Customer in connection with their SALE membership. Customer acknowledges that any transaction facilitated by SALE is entered into by Customer on a voluntary basis.

If your membership card is lost or stolen, SALE will mail you a new card upon written request and verification of your membership status.

3. MEMBERSHIP FEES AND PAYMENTS.

3.1 One-Year Membership. Eligible individuals can sign up for a one-year membership. The current retail price of the one-year membership is One Hundred Dollars (\$100.00). Customer agrees to pay the full membership fee upon execution of this Agreement. The one-year membership is valid for a period of twelve (12) months from the time the card is issued by SALE to the Customer, as noted by the expiration date on the membership card.

3.2 Monthly Membership. Customers may elect to pay a monthly membership fee. The monthly membership fee is Ten Dollars (\$10.00) per month. Upon enrollment Customer must provide debit or credit card information for payment of fees. Funds for fees must be available at the time of the transaction or it will not be processed and the membership may be subject to suspension or cancellation at the discretion of SALE.

Customer understands that all fees paid to SALE are non-refundable. Customer acknowledges that their failure to utilize the card does not relieve them of their obligations, regardless of the circumstances, under this Agreement. SALE reserves the right to modify its fees at any time upon at least 30 days notice to the Customer.

4. EXPIRATION AND CANCELLATION

4.1 One-Year Members. For one-year members, the membership card will expire on the expiration date as noted on the membership card.

4.2 Monthly Members. Monthly members may cancel their membership at any time by giving 30 days advance written notice to SALE of Customers intent to cancel the membership and by returning the membership card to SALE. The Customer shall be billed for each month until Customer returns the membership card, which if mailed, shall be determined using the post marked date of the mailing.

SALE reserves the right to terminate a Customer's membership card at any time upon giving 10 days advance written notice to Customer if it is determined that the Customer has violated any provision of this Agreement. In addition to any other rights granted to SALE herein, SALE reserves the right to suspend a Customer's membership card if Customer's account

becomes delinquent. Customer will continue to be charged during any period of suspension. The maximum period of suspension is 60 days at which point the membership will be terminated or reinstated as a result of payment or non-payment.

5. NOTICES AND CONTACT.

All notices to SALE shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, return receipt requested. SALE's contact information is as follows:

SALE
71 Bow Ridge Road
Lynn, MA 01904
Phone (781) 249-9853

All notices to Customer shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Service to the name and address provided by Customer upon enrollment.

6. COMPLETE AGREEMENT.

6.1 Complete Agreement; Amendments. This Agreement, together with all documents incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes any and all prior express or implied agreements or understandings between the parties hereto concerning the subject matter hereof.

6.2 Partial Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

7. MODIFICATION OF TERMS.

SALE reserves the right to modify the terms and conditions of this Agreement or its policies relating to membership at any time, effective upon sending Customer an amendment or updated version of this Agreement or its changed terms.

8. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (regardless of the laws that might otherwise govern under applicable principles or conflicts of law) as to all matters, including but not limited to matters of validity, construction,

effect, performance and remedies. Any disputes relating to this Agreement shall be brought in the state courts in the County of Essex, Massachusetts, or federal courts of Massachusetts and the parties consent to the exercise of personal jurisdiction by such courts.

9. HEADINGS.

The various headings in this Agreement are inserted for convenience only, and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

10. PRIVACY.

By enrolling in the SALE membership program you acknowledge that any information we receive from or about you through the membership will be treated in accordance with our Privacy Policy.

K:\Active Clients\DeIVecchio, Alex\Incorporation and S-Corp Election\Documents\Membership Agreement.doc