

RESTAURANT.COM

BUSINESS INCENTIVES

FAX ORDERS TO: 877.214.7812 | EMAIL ARTWORK TO: B2BORDERS@RESTAURANT.COM | CUSTOMER SERVICE: 866.951.1475 OR B2BORDERS@RESTAURANT.COM

FOR INTERNAL USE: SALES REP: PHONE: EMAIL:

BILL TO MUST MATCH THE NAME ON CREDIT CARD OR CHECK

NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY _____

STATE _____ ZIP CODE _____

BUSINESS PHONE _____

EMAIL ADDRESS _____

SHIP TO ONLY IF DIFFERENT THAN BILLING INFORMATION

NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY _____

STATE _____ ZIP CODE _____

BUSINESS PHONE _____

EMAIL ADDRESS _____

ORDER INFORMATION

QUANTITY	PRODUCT VALUE	PRODUCT TYPE <small>CHECK THE TYPE OF PRODUCT YOU WISH TO PURCHASE.</small>	CO-BRANDING	PRICE <small>PER UNIT</small>	AMOUNT DUE <small>QUANTITY x PURCHASE PRICE</small>
	<input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100	<input type="checkbox"/> ELECTRONIC <input type="checkbox"/> CARD	<input type="checkbox"/> CO-BRANDED WITH LOGO	\$	\$
	<input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100	<input type="checkbox"/> ELECTRONIC <input type="checkbox"/> CARD	<input type="checkbox"/> CO-BRANDED WITH LOGO	\$	\$
	<input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100	<input type="checkbox"/> ELECTRONIC <input type="checkbox"/> CARD	<input type="checkbox"/> CO-BRANDED WITH LOGO	\$	\$
	<input type="checkbox"/> \$150 <input type="checkbox"/> \$400	<input type="checkbox"/> DINE & TRAVEL PASS	<input type="checkbox"/> CO-BRANDED WITH LOGO	\$	\$
SUB TOTAL					\$
SHIPPING & HANDLING					\$
TOTAL					\$

PLEASE MAKE CHECK(S) PAYABLE TO:

Restaurant.com, Inc.
 3352 Momentum Place
 Chicago, IL 60689-5331
Please reference Company name and Order Date on the check.

SHIPPING AND HANDLING

Electronic.....No charge
 Card.....\$15 **Ground**
 \$25 **2-Day**
 \$40 **Overnight**

PAYMENT INFORMATION ORDERS WILL BE PROCESSED ONCE PAYMENT IS RECEIVED

PAYMENT METHOD CREDIT CARD MAKE CHECK PAYABLE TO RESTAURANT.COM

NAME ON CARD _____

CARD NUMBER _____

EXPIRATION DATE _____ CVV _____

Signatures are required for all orders. Placing an order constitutes your agreement to all Terms and Conditions of this agreement. **Please complete, sign and fax orders to 877.214.7812.**

SIGNATURE _____

PRINT NAME _____

DATE _____

TERMS AND CONDITIONS

Company agrees to sell, and Purchaser agrees to purchase the products identified on this Purchase Order (PO) at the price and upon the terms as set forth above. Prices quoted are valid for 30 days from date of PO issuance. Purchaser's representative represents that s/he has the requisite authority to enter into this agreement on behalf of Purchaser. Purchaser does NOT have permission, express or implied, to use Company's name or trademark, or the names or trademarks of Company's participating merchant partners (collectively the "Marks") without Company's prior written consent, which Purchaser will request from Company in writing and Company will not unreasonably delay. Absent express consent from Company, Purchaser may NOT assume that Company has been given approval to use said Marks. Even in the event the Company has given Purchaser a limited license to use its Marks, each such instance shall be pre-approved in writing by the Company. In the event the Purchaser uses any of the aforementioned Marks without such express permission from the Company, Company shall have the right to cancel this and any other outstanding orders by Purchaser. Company may use Purchaser business name(s), logo(s), and/or trademark(s) in any media or for any commercial or promotional purposes without prior approval from Purchaser. Restaurant.com Promotional Codes and/or Gift Cards may be redeemed only at Company's website printed on the gift certificate or any derivative thereof as so designated by Company where these codes will be redeemable for merchant-specific certificates to be valid at the selected merchant. Participating merchants and merchant denominations are subject to change. Restaurant.com Promotional Certificates and this agreement are subject to all Terms & Conditions as set forth at www.Restaurant.com, including those terms and conditions for each merchant partner, as such Terms & Conditions may be amended from time to time. Company may terminate this Agreement, with or without cause, upon 10 days prior written notice to the other. In any event, cancellation of this order/agreement will not relieve Purchaser's obligation to pay Company for any outstanding orders, for which Purchaser has not yet paid. Further, cancellation will not invalidate any Restaurant.com codes issued but not expired. Purchaser represents that Restaurant.com Promotional Codes and/or Gift Cards are being purchased solely for redistribution to third parties as part of a promotional marketing or incentive program. Purchaser may only resell Restaurant.com Promotional Codes and/or Gift Cards as part of a promotional, incentive, loyalty, or rewards program. Purchaser has no right to redeem Restaurant.com Promotional Codes and/or Gift Cards unless otherwise authorized in writing by RDC. No refunds shall be available for unused

codes. Company will not be responsible for replacing lost or stolen Restaurant.com Promotional Codes and/or Gift Cards. Purchaser agrees RDC has the right to contact end users who may receive or who may redeem a Promotional Code or Certificate under this PO (or prior PO(s)) for marketing and other purposes. In the event of nonpayment by Purchaser, pending orders will be cancelled or held, and outstanding orders will be invalidated until such time that Purchaser makes payment in full. Late payments will accrue interest daily at the rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. Should the unpaid outstanding amount go to collection status, Purchaser agrees to pay all additional fees (including attorneys' fees) incurred by Company to collect the outstanding amount from Purchaser. The parties represent and warrant that its performance under this or subsequent PO's will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) otherwise infringe the rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, or other intellectual proprietary or property right, false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity. Purchaser further represents and warrants that it is and will remain duly licensed, authorized and certified by all applicable governmental regulatory authorities to operate its business as it is now conducted during the term hereof and no applicable law (including, but not limited to, any anti-spamming law), regulation, court order or material agreement to which Purchaser is a party, is or will be violated by Purchaser's execution, delivery or performance of this PO. Purchaser agrees to receive marketing, administrative and other related communications from RDC in whatever media RDC deems suitable, including but not limited to email, phone, text, fax, etc. Each party will indemnify, defend and hold harmless the other party and its respective employees, directors, officers, agents, shareholders, affiliates and subsidiaries, from and against any and all claims, demands, damages, costs (including, without limitation, settlement costs), losses and expenses (including, without limitation, attorneys' fees and costs) arising out of or relating to any breach of this or subsequent PO's by the non-breaching party. This agreement will be construed under the internal laws of the state of Illinois, without giving effect to the principle conflicts of laws. No amendment or modification to these Standard Terms and Conditions shall be valid to enforceable against a party unless mutually agreed in writing, executed by both of the parties hereto.