



DEPARTMENT OF DEFENSE EMALL CONTRACT AGREEMENT

THIS Department of Defense ("DOD") EMALL ("EMALL") Contract Agreement ("Agreement") is made as of this day of 2008 ("Effective Date"), by and between The Ovid Group, Inc. ("TOG"), an Ohio Corporation, with its main business offices at 8693 East Craig Drive, Chagrin Falls, Ohio 44023, and ("CLIENT"), with its main business offices at .

RECITALS

A. **WHEREAS**, TOG is in the business of providing services to clients that assist those clients in obtaining a Department of Defense Email Contract; and

B. **WHEREAS**, CLIENT is desirous of engaging the services of TOG to obtain a Department of Defense Email Contract for the purpose of procuring sales through the DOD.

C. **NOW, THEREFORE**, in consideration of the mutual promises and obligations observed and performed by the parties hereto, TOG and CLIENT hereby agree as follows.

1. Services to Be Performed.

(a) **Department of Defense Email Contract Preparation.** TOG will complete, submit, and administer this proposal until CLIENT is awarded a Department of Defense Email Contract. TOG's responsibilities include the following:

- (i) Provide assistance, direction and interpretation during all phases of the pre-award data collection process.
- (ii) TOG will gather required information from CLIENT to categorize, organize and write proposal.
- (iii) Complete all pre-requisite applications, registrations and certifications.
- (iv) Complete required DOD Supplier Information Document.
- (v) Review DOD EMALL terms and conditions with client and have them sign the necessary documents for submittal.
- (vi) Review with CLIENT:
 - a. The contract process;
 - b. Catalog hosting options;
 - c. Order payment options;
 - d. Order transmission options.
- (vii) Create an electronic catalog of products in accordance with DOD EMALL standards.
- (viii) Develop and write a welcome page and company profile as per DOD EMALL standards.
- (ix) Monitor the submission/approval process.
- (x) Maintain regular communication with the DOD to facilitate the award process.
- (xi) Provide assistance, direction and interpretation during all phases of the submission/approval process.
- (xii) Provide contract administration support for ninety (90) days after award.

2. CLIENT Responsibilities.

(a) CLIENT acknowledges that submission of inaccurate, incomplete or fraudulent information to DOD may result in action by DOD, ranging from removal from consideration for an award of a contract to cancellation of contracts previously awarded. CLIENT is responsible for assuring the accuracy and completeness of the information provided to TOG to obtain DOD EMALL Contract for purposes of procuring sales through the DOD. CLIENT hereby represents and warrants to TOG that all information and materials to be provided to TOG will be current, accurate, and complete.

(b) CLIENT agrees to use its best efforts in providing TOG all required information, including, but not limited to:

- (i) Price lists and technical information for the products and/or services to be offered to DOD.
- (ii) Products and/or services offered to DOD.
- (iii) Summary of commercial practices and non-standard discounts of the products and/or services.
- (iv) A description of CLIENT's experience as related to the DOD Schedule.
- (v) Past performance references & ratings report from D&B (\$125.00) if needed.
- (vi) Financial information, if required.
- (vii) Notification to TOG of all communication between CLIENT and DOD.

(c) CLIENT recognizes, in part, that its ability to obtain a DOD Contract through the DOD will depend on complete, competitive and responsive submission of information within DOD guidelines. Failure of CLIENT to comply with requests for information may result in a late contract award, a disqualification of CLIENT's proposal, or an additional fee to redo the modified solicitation.

4. Terms and Conditions.

(a) **Term for DOD EMALL Contract Preparation.** There is no promise of meeting a definitive date for acceptance of the Company's offer by the DOD since this process is contingent upon the DOD workload. TOG will use its best efforts in the performance of the services specified herein. The Parties understand and agree that the submission of CLIENT's proposal for an EMALL Contract through the DOD, prepared by TOG, will not guarantee the assignment of a DOD Contract. However, if a DOD Contract is not obtained because of TOG's inability to perform, then CLIENT shall be entitled to a refund of the service fee paid. As such, TOG will complete, submit, and administer this proposal until CLIENT is awarded a DOD Contract.

(b) **Service Fee for DOD Contract Preparation.** CLIENT agrees to pay TOG a service fee of twelve thousand seven hundred fifty dollars (\$12,750.00 US), payable as follows:

- (i) \$8,000.00 upon execution of this agreement; and
- (ii) \$4,750.00 upon submission of offer to DOD.

(c) **Other Fees.**

- (i) Buyer is responsible for all Open Ratings Report fees.
- (ii) If CLIENT wishes to have the DOD EMALL contract offer mailed to their business office for review, final remittance must be made in advance. Any desired changes will be made at no additional cost.
- (iii) If during the review process mentioned in 4c(ii), CLIENT retains the DOD EMALL contract offer for an extended period of time during which DOD has created a new "Refresh", then CLIENT agrees to pay for the additional hours required to make the "Refresh" changes at a rate of \$250.00 per hour.

(d) **Stop Work Order.** If CLIENT changes his/her mind in regards to pursuit of a DOD schedule, CLIENT forfeits full deposited amounts.

(e) **Client Intervention.** CLIENT is not to contact the Contracting Officer unless obtaining TOG's explicit consent. If CLIENT discloses any information to the Contracting Officer without TOG's consent and it leads to the CLIENT's proposal rejection, then TOG is released from any further obligation on behalf of the CLIENT. No refund and no further work effort will be made.

(f) **Non-Responsiveness.** If CLIENT is non-responsive to TOG's request for information to complete their DOD EMALL contract for a period of 30 days or more, the CLIENT forfeits all monies submitted to TOG and TOG is released from obligation to complete the services noted herein.

(g) **Letter of Reference.** Within fourteen (14) days of being awarded a DOD Contract Number, the CLIENT will provide to TOG a signed letter of reference on company stationery.

(h) **List of Referrals.** Within thirty (30) days of CLIENT being awarded a DOD Contract Number, the CLIENT will provide to TOG a list containing no fewer than three (3) referrals. TOG will provide CLIENT with materials for pre-approval that will be sent to the list of referrals.

(i) **Correspondence.** For purposes of this Agreement, all correspondence and notices shall be sent to the following persons at the following addresses:

- (i) The Ovid Group, Inc. Scott Sekerak, CEO
The Ovid Group, Inc
8693 East Craig Drive
Chagrin Falls, Ohio 44023
Telephone: 1-866-543-8020, #1
Facsimile No.: 1-610-300-6178
Email: info@ovidgroup.com

(ii) **CLIENT:**

Facsimile No.:

5. Signatures.

(a) Both the Seller and the Buyer consent to the above agreement.

The Ovid Group, Inc.

By: _____

By: _____

Name: Scott A. Sekerak

Name:

Title: CEO

Title:

Date: _____, 2008

Date: _____, 2008