

Can be reviewed online at www.newkirk.com.

Please type or print clearly.

Company Name _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address (No PO boxes) _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Company Representative _____ Title _____

Special Instructions _____

Your Newsletter Title — Default Title: R&D

(You may select any title for your newsletter as long as your title includes the Account's name.)

Printed Newsletter

Your Imprint Check all that apply.

- Set type for imprint per attached instructions
- Disk or camera-ready artwork enclosed
- Artwork for imprint on file at Newkirk
- Artwork e-mailed to Newkirk at jryan@newkirk.com

First Issue _____

Quantity per Issue _____

Distribution

- Ship to the shipping address above
- Mail from Newkirk
- Fold to 8.5" x 3.5" Ship flat (8.5" x 11")

Imprint Color Check one.

- Black only
- One color other than black PMS color _____ (additional \$75 per issue)
- Postal imprint indicia enclosed

Electronic Newsletter

Electronic versions of the printed newsletter are available only to subscribers of the printed newsletter.

Format

- PDF (Portable document format.)
- RTF (Rich text format. Text only.)

Distribution

- E-mail to your representative

- Disk or CD-ROM (determined by file size)

Your web page address _____

PRINTED NEWSLETTER

Custom Imprint Option

- ▶ Can include logos and special typefaces.
- ▶ Imprint in black at the top of page one and bottom of page four.

Your logo and company name are printed prominently in black at the top of page one and at the bottom of page four. The imprint area on page one is approximately 7" wide x 3" high. The imprint area on page four is 7½" wide x 2½" high. Please provide the artwork for your imprint on a disk or as camera-ready art, or e-mail an EPS file. If you prefer, Newkirk will typeset your imprint at no additional charge. Also, your imprint can be printed in a color other than black. A one-color imprint will be charged at an additional \$75. If you require more than one color in your imprint, please call 800-525-4237 for pricing.

Specifications. R&D is a four-page, two-color newsletter folded to fit a #10 envelope or shipped flat.

Imprint Changes. After your first issue, changes to your imprint will be charged at \$75.

| Printed Newsletter | |
|---|----------------------------|
| Quantity | Unit Cost 6 issues/year |
| 100 - 249 | \$.90 |
| 250 - 499 | .75 |
| 500 - 749 | .65 |
| 750 - 999 | .60 |
| 1,000 - 1,499 | .50 |
| 1,500 or more | Call for pricing |
| Prices do not include shipping, handling, and applicable sales tax. | |
| Payment Terms | |
| Invoices will be rendered after shipment of each issue. Payments of all invoiced amounts are due within 30 days of the invoice date. Interest will be payable on past due amounts at a rate of 2% per month (24% per year). | |

ELECTRONIC NEWSLETTER

Electronic versions of the printed newsletter are available only to subscribers of the printed newsletter. Choose from two formats: PDF or RTF (rich text format, text only, no graphics). Electronic newsletters can be posted on your Internet site or intranet site, or e-mailed to your customers and prospects. **See terms on the other side of this order form.**

| Electronic Newsletter |
|---|
| \$250 per issue. Sales tax will be added, where applicable. |

Order By Mail if you are sending artwork for your imprint. Mail to Newkirk, 15 Corporate Circle, Albany, NY 12203.

Order By Fax at 518-862-3355 if you are not sending artwork for your imprint.

Questions?  **Call 800-525-4237** or e-mail info@newkirk.com.

R&D Newsletter
PRINTED NEWSLETTER AGREEMENT

Terms:

1. Change in Account specifications may be made for subsequent issues with 60 days' written notice. Substantial alterations in original art specifications, however, may require a service charge to cover costs.
2. The agreement may be cancelled during the original publishing period by providing 60 days' written notice. However, a cancellation charge, not to exceed 15% of the total publishing services, will be made to reimburse Newkirk for prepaid expenses incurred in fulfilling this agreement.
3. This agreement is automatically renewed on an issue-to-issue basis after the original period of publication has expired, unless Newkirk is otherwise notified. Cancellation is accepted upon 60 days' written notice. Prices on issues prepared subsequent to the original publishing period are subject to change upon 60 days' written notice.
4. This agreement and its attachments may be amended from time to time by mutual agreement.
5. This agreement may be assigned by Newkirk without prior written approval.
6. Newkirk disclaims all warranties in regard to this publication except as to its title thereto and noninfringement of any copyright. Although efforts are made to comply with legal and regulatory requirements for the presentation of information contained in the newsletters, Newkirk makes no representation or warranty as to the legal or regulatory sufficiency. In no event shall Newkirk be liable to Account for consequential or punitive damages hereunder. Under no circumstances will Newkirk be liable to Account in an amount exceeding the amount paid by the Account under this agreement.
7. Account agrees to pay all invoices within 30 days or be subject to the late payment fee of 2% a month. Failure to pay invoices on a timely basis may result in Newkirk's suspending delivery of the newsletter or in cancellation of this agreement without notice.
8. This agreement, dated _____, covers the period of publication from _____ to _____ (one year).

Accepted by _____

Accepted by _____

For Newkirk

For _____

Dated _____

Dated _____

R&D Newsletter
INTERNET LICENSING AGREEMENT

Terms:

1. Newkirk hereby grants to Account a non-exclusive license to link to the **R&D** newsletter copy text for the period and pursuant to the terms stated herein.
2. The Account may use the newsletter copy for its own purposes only and may not offer it for sale or license it to any other party. This license is limited to publishing the copy on Account's Internet website, or sending to customers and prospects through electronic mail, for the time period stated herein.
3. Beginning with the _____ issue and continuing for each issue thereafter during the term of this agreement, Newkirk will provide Account with computer files to the newsletter text in PDF or RTF format, as soon as practicable after the printing of the newsletter. Account is solely responsible for converting the files for use on its Internet website or for electronic mailing.
4. Each newsletter provided under this agreement and published on the Account's Internet website or sent out as electronic mail shall include with it the following copyright notice (with appropriate year inserted): "Copyright (year) by NPI. All rights reserved."
5. This agreement shall be for six issues. Thereafter, the agreement shall automatically continue on an issue-to-issue basis. After the initial term, the agreement may be terminated by either party on 60 days' written notice. The right to Account to use any copy provided hereunder shall end immediately upon termination of this agreement. In addition, this agreement shall automatically terminate in the event of termination of the agreement between Newkirk and Account under which Newkirk provides Account with the printed version of the **R&D** newsletter.
6. Account agrees that, at all times during the term of this agreement, it will purchase a minimum of 100 copies of the printed version of the **R&D** newsletter.
7. Account agrees to pay all invoices within 30 days or be subject to the late payment fee of 2% a month. Failure to pay invoices on a timely basis may result in Newkirk's suspending delivery of the newsletter or in cancellation of this agreement without notice.
8. Account shall provide Newkirk with its Internet web page address so that Newkirk may, from time to time, review the use of the copy it is providing under this agreement. Your website address: _____.
9. Newkirk warrants that it owns and/or has the right to license the copy appearing in the **R&D** newsletter. While care has been taken in preparation of the copy, no warranty, express or implied, is given with respect to the accuracy of the copy. In any event, Newkirk's liability to Account with respect to any copy provided under this agreement is strictly limited to the license fee paid for the specific issue in question.
10. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any provision of New York law that would require or permit the application of the substantive law of any other jurisdiction, and any legal action with respect to any such disputes shall be brought in the federal or state courts located in Albany County, New York.

Accepted by _____

Accepted by _____

For Newkirk

For _____

Dated _____

Dated _____