**PAYMENT TERMS AGREEMENT**

 This Payment Terms Agreement (the “Agreement”) is entered into by Mark-It Express LLC (“Mark-It”) and [INSERT CUSTOMER NAME] (“Customer”) as of \_\_\_\_\_\_\_\_, 2016 and shall apply to and be a part of all invoices Mark-It sends to Customer. In consideration for Mark-It’s provision of services to Customer, Customer agrees to the following payment terms:

1. **Time for Payment.** Customer shall pay for all services rendered by Mark-It, as evidenced by Mark-It’s invoices, within thirty (30) days of the date of Mark-It’s invoices. All invoices not contested in writing to Mark-It within fifteen (15) days of Customer’s receipt thereof are deemed by Customer to be true and accurate and payable in full.
2. **Interest on Overdue Invoices.** In the event Customer fails to pay Mark-It’s invoices as provided in Paragraph 1 of this Agreement, Mark-It shall be entitled to charge Customer, without further notice, interest on any unpaid invoice at the rate of nine (9) percent per annum, or, if less, the maximum rate allowed by law, beginning on the first day on which the invoice is overdue. Customer expressly agrees that this interest charge is a reasonable and appropriate estimate of the costs Mark-It will incur in monitoring Customer’s overdue account, which are difficult to estimate but include (but are not limited to) the costs of paying employees to send demand letters and make collection calls.
3. **Attorney’s Fees and Collection Costs.** In the event Customer fails to pay Mark-It’s invoices as provided in Paragraph 1 of this Agreement and Mark-It refers the matter to an attorney or collections agency, Customer agrees to pay, in addition to all amounts due (including but not limited to interest pursuant to Paragraph 2 of this Agreement), any and all costs and expenses incurred by Mark-It in exercising its rights or remedies under this Agreement or in collecting and setting off money due under this Agreement or Mark-It’s invoices, including but not limited to reasonable attorney’s fees, court costs, and collection agency fees.
4. **No Waiver.** In the event Customer fails to pay Mark-It’s invoices as provided in Paragraph 1 of this Agreement and Mark-It elects not to pursue the remedies set forth in Paragraphs 2 or 3 of this Agreement, such election shall not be understood as a waiver of Mark-It’s rights under this Agreement in the event Customer later fails to pay Mark-It’s invoices as provided in Paragraph 1 of this Agreement.
5. **Modifications in Writing.** This Agreement may only be modified by a written agreement executed by both Mark-It and Customer.
6. **Venue and Choice of Law.** In the event Mark-It institutes litigation in furtherance of its rights under this Agreement, Customer agrees that any court in Cook County, Illinois shall be the appropriate venue and hereby consents to the personal jurisdiction of such court. This Agreement is governed by the laws of Illinois, without regard to conflict of law principles.
7. **Execution in Counterparts.** This Agreement may be executed in counterparts, and .pdf or facsimile copies of the parties’ signatures shall constitute originals.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

 [INSERT SIGNER’S NAME] Anthony Apa

 [INSERT SIGNER’S TITLE] President,

[INSERT CUSTOMER NAME] Mark-It Express LLC

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