

Merchant Advertising Agreement

The Merchant Advertising Agreement (“Agreement”) is made and effective _____
Date

BETWEEN: ValQuest ADS Inc., a corporation organized and existing under the laws of the State of Florida with its head office located at: 2492 SW 57TH. Avenue, West Park, Florida 33023

AND: _____
Name Address

Hereafter the *Merchant* who is doing business in the state(s) of _____

- A. ValQuest Ads Inc., hereafter; the *Company*, agrees to provide person-to-person advertising for the Merchant utilizing its network of affiliate Marketing Directors. The advertising efforts will be provided at zero-cost to the Merchant in exchange for a discount percentage that will be given to the customers we send the Merchant’s company on products and services the Merchant normally provides to the public. There is no guarantee of any outcomes as a result of the advertising efforts.
- B. The Merchant agrees to accept Value Certificates, for the discount percentage amount, from customers sent to the Merchant’s business by the Company in exchange for the advertising efforts of the Company. The Company and the Merchant agree to determine the minimum purchase amount required, if any, the percentage of the discount, and the Value Certificate dollar amount(s) accepted on the purchase.
- C. The Zero Cost Advertising Program (Z-CAP) is an optional advertising program that can be used by businesses to increase their public awareness. The Merchant agrees to accept Value Certificates, which discount the Merchant’s products and/or services, in exchange for the Company providing person-to-person advertising.
- D. The Merchant agrees to return the original Value Certificates redeemed during a month on or before the first Wednesday of the following month.

This agreement acknowledges the following:

- a. The Merchant agrees to offer its products or services for sale through the ValQuest Ads Inc. Z-CAP - Value Certificate Program.
- b. The ValQuest Ads Inc. *Value Certificates* will be made available to distributors at the Company's main website. (www.valquestads.com)
- c. ValQuest Ads Inc. customers and members may redeem ValQuest Ads Inc. Value Certificates as partial payment for the Merchant's goods and services. The Value Certificates percentage payment amount will be posted on the main Company website.
- d. Both the offering of and issuing of ValQuest Ads Inc. Value Certificates are subject to the following conditions.

1. Value Certificate Program

Value Certificate Sale

- a. By signing this agreement, the Merchant authorizes ValQuest Ads Inc. to offer, gift, sell, and distribute Company Value Certificates in accordance with this Agreement and subject to the restrictions set forth in the ValQuest Ads Inc. Terms and Conditions.
- b. The Merchant acknowledges that ValQuest Ads Inc. may terminate the publication or promotion of the Z-CAP Value Certificate Program at any time.
- c. Any claim arising out of or relating to any error or omission in a ValQuest Ads Inc. Value Certificate Program must be made within 60 days of first publication of the Value Certificate and the Advertising Campaign. Otherwise, the claim shall be deemed waived by the Merchant.

Value Certificate Publication and Delivery

- a. ValQuest Ads Inc. Value Certificate Program shall be published on the Company main website in accordance with the terms of this agreement. The last date on which ValQuest Ads Inc. publishes the encoded Value Certificate and offers it to its users shall be considered the Run Date.
- b. Each Value Certificate will be active when received by the ValQuest Ads Inc. customer, member, or distributor. Once redeemed, the Merchant shall be solely responsible for all customer service in connection with the Value Certificate and for supplying all goods and services according to the terms specified on the Company's website.

- c. ValQuest Ads Inc. reserves the right to reject, revise, or discontinue publishing any Value Certificate and or to require the Merchant to edit or modify the Value Certificate value to meet ValQuest Ads Inc. specifications or any applicable laws.
- d. The *original* Value Certificate is printed on security paper and contains an encoded unique serial number, series number, date code, and expiration date. Original Value Certificates that have been reproduced, duplicated, copied, or modified by any means, will constitute fraud, and will not be honored.

Value Certificate Payment

The Merchant will collect the Value Certificate from the customer as a percentage of the total price and collect the balance of the purchase price of the product and/or service at the point-of-sale. At no time will the Merchant receive any payment from ValQuest Ads Inc. Value Certificates for amount due must be surrendered at time of sale. Payment with Value Certificates must be rounded down to the nearest whole dollar amount from \$.01 to \$.49. Payment with Value Certificates must be rounded up to the nearest whole dollar amount from \$.50 to \$.99. No cash, credit, change, or legal tender will be provided by the Merchant to the customer in exchange for redeemed Value Certificates.

Value Certificate License

- a. The Merchant grants ValQuest Ads Inc. a non-exclusive worldwide license and right to use, reproduce, display, distribute, and transmit the Merchant's name, logo and any trademarks and any photographs, graphics, artwork, text, and other content provided or specified by Merchant in connection with the advertising campaign, marketing, promotion, sale, or distribution of Value Certificates.

2. Term and Termination

- a. The term of this agreement is the longer of; one (1) year following the effective date, or the last date when a ValQuest Ads Inc. distributor, member, or customer redeems a ValQuest Ads Inc. Value Certificate offered by the Merchant through ValQuest Ads Inc.
- b. However, if the term expires that will in no way affect a ValQuest Ads Inc. distributor, member, or customer from using the Value Certificate or changes the obligation of the Merchant to redeem the Value Certificate.
- c. ValQuest Ads Inc. may terminate this Merchant Advertising Agreement at any time for any reason by giving the Merchant written notice of such termination.

- d. Sections 3, 4, 5, 6 and any claims for payments due to ValQuest Ads Inc. shall survive any expiration or termination of this Merchant Advertising Agreement.

3. Merchant Representations and Warranties, and Indemnification

- a. The Merchant acknowledges that they have the right, power, and authority to enter into this agreement with ValQuest Ads Inc.
- b. That they are registered for sales and use tax collection purposes in all states in which Merchant's goods and services will be provided upon redeeming a ValQuest Ads Inc. Value Certificate.
- c. That the ValQuest Ads Inc. Value Certificate, upon being gifted, issued, or purchased, and received from the Company will be available immediately for redemption by the ValQuest Ads Inc. customer.
- d. That all the terms and conditions of the Value Certificate, including any discounts for goods and services offered, comply with all, and do not and will not violate any, local, state, or federal law, statute, rule, regulation, or order including but not limited to, any Code, Rule, Regulation, Statue, or Law governing vouchers, value certificates, gift cards, coupons, and/or gift certificates.
- e. That the ValQuest Ads Inc. Value Certificates and any advertising or promotion of the Merchant's products and services will not constitute false, deceptive, or unfair advertising or disparagement under any applicable laws.
- f. And that the use of the Merchants trademarks and or content will not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any third party or any laws.

Merchant Indemnification

The Merchant agrees to hold ValQuest Ads Inc. and all its affiliated and related entities (officers, directors, agents, and employees), harmless from and against any claims, lawsuits, investigations, penalties, damages, losses, or expenses (including but not limited to attorney's fees and costs) arising out of or relating to any of the following

- a. Any breach of this Merchant Advertising Agreement by the Merchant.
- b. Any claim for state sales or use tax obligations arising from the sale and subsequent redemption of a ValQuest Ads Inc. Value Certificate.
- c. Any claim by any local, state, or federal governmental entity for unredeemed Value Certificates or unredeemed cash values of Value Certificates or any other amounts under any applicable abandoned

or unclaimed property or escheat law, including but not limited to any claims for penalties and interest.

- d. Any claim arising out of or relating to the products and services provided by the Merchant, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages.
- e. Without limiting the foregoing, the Merchant agrees to pay any monies owed to any party, as well as all Attorney fees, related to action against, or determinations against, ValQuest Ads Inc. related to any such action to pursue ValQuest Ads Inc. for Taxes or Abandoned Property Claims.

4. Compliance with Gift Card, Gift Certificate and Abandoned Property Laws

The Merchant agrees to comply with the ValQuest Ads Inc. Value Certificate terms and conditions as set forth on the ValQuest Ads Inc. websites, and to ensure that the Value Certificates comply with any and all laws that govern Value Certificates, gift cards, coupons, and/or gift certificates, including but not limited to, the Credit Card Act of 2009 and any state or local Laws governing the imposition of expiration dates, service charges, dormancy fees or other terms and conditions of the Value Certificate.

The Merchant shall allow ValQuest Ads Inc. Distributors, Members, and Customers:

- a. To redeem ValQuest Ads Inc. Value Certificates with the Merchant for the redemption value stated on the ValQuest Ads Inc. Merchant website within the specified term.
- b. To the extent required by applicable escheat or abandoned or unclaimed property laws, the Merchant agrees to be solely responsible for and agrees to report and pay over to the applicable local, state, or federal governmental agency any unredeemed cash value of any Value Certificate issued under this Agreement.
- c. Merchant is responsible for keeping track of the cash amount paid by the purchaser and any unredeemed balance of that cash amount to ensure compliance with this section 4.

5. Confidentiality and Intellectual Property Rights

- a. The Merchant agrees to keep the terms of this agreement confidential.
- b. The Merchant agrees and acknowledges that ValQuest Ads Inc. owns all right, title, and interest in the ValQuest Ads Inc. Websites, ValQuest Ads Inc. trademarks, and any software, technology or tools used by ValQuest Ads Inc. to promote, market, gift, sell, generate, or distribute the ValQuest Ads Inc. Value Certificate(s).

- c. The Merchant agrees to not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the ValQuest Ads Inc. IP or any portion thereof, or use such ValQuest Ads Inc. IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution.
- d. The Merchant agrees not to prepare any derivative work based on the ValQuest Ads Inc. IP, or translate, reverse engineer, decompile or disassemble the ValQuest Ads Inc. IP.

6. Other

- a. Both parties acknowledge that they are independent entities and that no part of this agreement is intended to create a joint venture, partnership, franchise, or an agency relationship between them.
 - b. This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This agreement may be amended or modified in writing only by mutual agreement of authorized representatives of both parties.
 - c. Without ValQuest Ads Inc. prior written consent, the Merchant may not assign or transfer its rights or obligations under this agreement, whether by operation of law or otherwise.
- EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
 - VALQUEST ADS INC. DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE, THAT THE VALUE CERTIFICATES WILL BE ERROR-FREE OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE VALUE CERTIFICATE WILL BE CORRECTED, OR THAT VALUE CERTIFICATES WILL RESULT IN ANY REVENUE OR PROFIT FOR MERCHANT.
 - EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE, VALQUEST ADS INC SOLE AND COMPLETE LIABILITY TO MERCHANT FOR ANY CLAIMS ARISING OUT OF RELATING TO THIS AGREEMENT OR ANY ERRORS, OMISSIONS OR MISPLACEMENTS OF THE VALUE CERTIFICATES SHALL BE LIMITED TO THE AMOUNT OF OPPORTUNITY FEES PAID HEREUNDER. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in the State of Florida. This Agreement may be executed in one or more counterparts and each party consents to electronic message (e-mail or otherwise) as acceptable means to constitute a written acceptance of an authorized person for such party. Each party represents and warrants that the person executing on behalf of such party has been duly authorized to execute this Merchant Advertising Agreement.

The agreed upon discount percentage is: _____ percent.

The time of the Advertising Agreement will be for a period of _____ year(s).

The Merchant Advertising Agreement is effective as of the date signed below.

Merchant Signature _____ Title _____

Date _____

Company Name _____

Address _____

Phone _____

Contact Person's Name _____

Email Address _____

ValQuest Ads Signature _____

Value Certificate Exceptions and/or Exclusions

Value Certificates are not valid for Taxes.

Value Certificates are not valid for Gift Cards, Lottery Items, Postage Stamps, Alcohol, or Tobacco Items

Value Certificates may not be used in conjunction with any other offers.

Value Certificates must be surrendered at time of sale.

Payment with Value Certificates must be rounded down to the nearest whole dollar amount from \$.01 to \$.49.

Payment with Value Certificates must be rounded up to the nearest whole dollar amount from \$.50 to \$.99.

No change will be provided by the Merchant's Business for Value Certificates.

No cash, credit, change, or legal tender will be provided by the Merchant to the customer in exchange for redeemed Value Certificates.

Other:

ValQuest Ads Inc.
PO Box 608443
Orlando, FL 32860