

MEDQOR, LLC will facilitate a "Performance Marketing Program" (as defined hereinafter) by providing marketing services via the Internet and electronic communications. Advertiser must read and agree to the terms of this Agreement, and Advertiser must meet and/or comply with all of the requirements described herein. Advertiser agrees to the terms of this Agreement is signified by signing the agreement.

Performance-Based Marketing Program - is where a person, entity, Publisher or its agent, operating "Web site(s)" (internet domain, or a portion of a domain) and/or other promotional methods to drive traffic to a designated content may earn financial compensation ("Payouts") for "Transactions" (actions taken by Visitors) and defined by Publisher, via an action made by a "Visitor" (any person or entity that is not the Publisher or the Publisher's agent) through an Internet connection ("Link") to content housed by MEDQOR, LLC. Advertiser has authorized the promotional use of content by such Publisher and the Advertiser compensates the Publisher, in accordance with this Agreement and the Program Payout specifications.

Publisher - an individual or entity that has agreed to the terms and conditions of this Agreement and allows its Web site, online properties and/or other traffic sources to include banners and/or other acceptable forms or links to permit Traffic and to drive the results between for the advertiser.

Results - Legitimate views, impressions, leads and/or clicks including traffic that are made by a third party on a Publisher's web site and/or network by a third party that has engaged in what is consider an action as determined by MEDQOR LLC.

Advertising program – A specific advertising program, which a publisher has selected to promote the ("Program").

Terms of Use

Participation in Program - During the period of this Agreement, the Publisher has the opportunity to earn Payouts by promoting Advertisers content in accordance with the Program terms and in compliance with this Agreement. Upon approval and advanced payment by Advertiser, the Publisher will display Links to the advertiser's content and in accordance with this Agreement. The qualifying transactions for a Payout are defined by MEDQOR LLC hereinafter this agreement. MEDQOR LLC will not change any Payout rate on the agreed quantity of Results outlined in this contract but will retain the right to increase or decrease the payout charge for Visitor actions at any time.

Uses of Links - The Publisher must promote Advertiser's content in such manner that the Publisher does not mislead the Visitor, and in such manner that the Links deliver bona fide Transactions by the Visitor. The Publisher shall not enable any Transactions using any device, robot, or hidden frames. The Publisher will not be compensated for Transactions in which the Publisher or the Publisher agent is the Visitor. The Publisher shall not earn Payouts from a Transactions performed by an individual Visitor on an action previously tracked and/or qualified. Transactions from the same individual, entity or IP address will be considered a valid Transaction, if the action performed is classified as a unique Event.

Services Modifications/Changes – MEDQOR LLC reserves the right to make changes to Advertising Program, internal processes and/or amend any MEDQOR services, platforms or vendor as needed, at any time. The Advertiser is responsible for checking back frequently for any/all revisions to promotional elements of the Program.

Services to be provided by Publishers to the Advertiser - Publisher will provide Advertisers with Results (I know it will be on a weekly basis, but is there a set date/time? Will they be delivered electronically, USPS or can they view their results online?)in exchange for compensation at a set rate or amount on a per click, per lead, or per sale basis as described.

Expectations – The Publisher will be provided a reasonable amount for time to drive traffic to a designated Program content. The Publisher will continue to promoted and provide services for this program indefinitely until the contracted Result are met as outlined in this agreement.

Advertiser Role

The advertiser will provide the publisher with content and support materials to be placed on Web site(s)" (internet domain, or a portion of a domain maintained and operated by Publisher) and/or other promotional material. The Advertiser may provide additional content at anytime that fits the defined criteria for acceptable content of the Program. Acceptable content and the use thereof will be at the discretion of the MEDQOR LLC and will retain the right to reject, remove and/or request additional material at anytime. The advertiser will accept sole liability for all statements, claims, facts, market relevance and/or value contained within provided content used over the life of the program. The advertiser will be required to provide content that

- they are the rights owner of the content used for the program
- does not violate copyright and/or the international laws on use of intellectual property
- is not outdated, inaccurate, or contains misleading information
- is able to assist in Program performance

The Advertiser will be responsible for providing a list to MEDQOR LLC, that will be used to disqualify unique Visitors that perform any transactions, views, impressions, leads and/or clicks that could be credited against the program goals

The advertiser will be responsible for informing MEDQOR LLC on updates and/or modifications to the list that will be used to disqualify unique Visitors that perform any transactions, views, impressions, leads and/or clicks that should be credited against the program goals. The Advertiser must contact MEDQOR LLC at least 3 days prior to report distribution in order to amend the list of disqualified unique Visitors for the next reporting cycle.

Results

MEDQOR LLC shall determine, where possible, all actual results from views, impressions, leads and/or clicks that should be credited against the program goals. The Publisher agrees to delivery the specified amount of Results defined in this agreement and MEDQOR LLC will not be obligated to provide additional results above and beyond the quantity specified herein.

MEDQOR LLC will use various methods for the tracking of a predefined action to validate Results that

Visitor has engaged in a unique action with the Web site(s)" (internet domain, or a portion of a domain) and/or other promotional methods that constitute a Transaction tied to the Program.

A performed action has been tracked

captures data about the Visitor that can be delivered to the advertiser

at least one contact data record about the Visitor, in the form of a single and/or combination of email, phone and address has been recorded

Reports on all collected data point will be delivered on a weekly basis to the advertiser.

Legitimate Results - Publisher will not provide results that are fraudulent or misleading; results that contain fraudulent information and/or activities to falsely increase the reporting of leads that

have been produced by programs that generating clicks with no indication of site traffic that it can sustain the clicks reported;

are considered invalid Visitors as determined by the Advertisers prior to the start of the program

uses fake redirects, automated transactions, or fraud to generate Events.

The Advertiser will inform MEDQOR LLC immediately of any disputes on a performed and/or credited transaction appearing on a report. The removal of qualified transactions credited for Payout will be at the discretion of MEDQOR LLC and may apply to the current and/or prior reporting cycle and may not retroactively cover any and/or all recorded transaction from the beginning of the Program.

Publishers will not be paid for results that contain false information and the publisher shall make efforts to eliminate data that could potentially contain false, misleading or inaccurate information and will be remove from the reporting.

The Advertiser warrants that the information provided by it to MEDQOR for the purpose of preparing or publishing any advertisement of, or relating to, the Advertiser's trade or business is true and accurate.

Every effort will be made to carry out the contract, but its due performance is subject to cancellation by MEDQOR to such variations as MEDQOR may find necessary as a result of the inability to publish arising from any act of God, war, strike, lockout or other labor dispute, fire, flood, legislation or other cause (whether of the foregoing class or not) beyond MEDQOR's control.

Advertiser's obligations hereunder, including the obligations to place and pay for advertising and/or program in accordance with the terms of this contract, are in no way relieved or diminished by any change in Advertiser's ownership, form, business activity or name.

Payment for the Program will be paid in full upon invoicing. The payment for the contracted amount of Results is due prior to the implementation of the program and/or the posting of content by the Publisher. The program will run until the Publisher has provided the agreed quantity of Results. The Advertiser can renew and/or increase the amount of Result contracted at anytime. The terms of prior agreement will remain in effect.

All payments by Advertiser due for the Performance Marketing Program shall be paid directly to MEDQOR, LLC

Any account that is not settled within 30 days of the date of invoice shall be subject to an interest charge of one and a half percent (1 ½%) per calendar month or the highest rate allowed by law, whichever is lower, compounded monthly on the outstanding balance. It shall not be necessary for MEDQOR to give advance warning that such interest charge is to be levied.

In the event that Advertiser's account is turned over to an attorney for collection, the Advertiser shall pay, in addition to the total amount owed to MEDQOR for advertising (hereafter referred to as the "Principal"), a sum of thirty-three and one-third percent (33 1/3%) of the Principal for attorneys' fees and expenses. In addition, the Advertiser agrees to pay interest charges on the total balance due, including all costs of collection, in accordance with preceding terms

This contract shall be governed by and construed in accordance with the laws of the State of Kansas, United States of America. Advertiser agrees that an exclusive jurisdiction lies in any state or federal court located in or for Johnson County, Kansas, United States of America. THE ADVERTISER HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

All contracts and copy are subject to approval by MEDQOR, LLC. MEDQOR reserves the right to refuse or cancel, for any reason and without notice, any advertisement or series of advertisements, marketing programs or contracted agreements.

MEDQOR shall not be liable for any consequential loss or damage occasioned by error, late publication or failure of an advertisement to appear for any cause whatsoever. Advertiser's maximum damages in such event shall be limited to the return of sums paid to MEDQOR for such advertising.

The Advertiser will indemnify MEDQOR against any damage and/or expense, including attorney's fees and costs, which MEDQOR may incur as a direct or indirect consequence of the Advertiser's advertisement, including but not limited to claims arising out of any illegal or any libelous matter printed for the Advertiser or any infringement of copyright, patents or designs.