

This Distributor Participation Agreement ("Agreement") is entered into between and by Mark8Media, Inc ("PromoEQP"), and the Purchasing Party of PromoEQP ("Distributor"), outlining the terms, conditions, and bylaws of Basic Participation with PromoEQP and all offerings. This Agreement shall have an effective date equal to that of the Distributor submission of a time stamped Application for Participation ("Application") and the reception of said Application, and subsequent payment to and by PromoEQP.

1. Authority: By submission of the Application, Distributor is stating that she/he is a corporate officer, partner or owner of the Company named in this Application and is authorized to legally bind the Company.

2. PromoEQP Service Extension: PromoEQP has gone through strenuous efforts to negotiate the opportunity for the Distributor to gain access to End Quantity Pricing ("EQP") from PromoEQP's Partner Suppliers ("Suppliers")(Supplier EQP Policy is discussed in Section 5) through the presentation of PromoEQP's copyrighted Discount Codes ("Discount Codes")(rules governing the Discount Codes are discussed in Section 6). In addition to the access to the Discount Codes, PromoEQP has secured direct access to the Supplier's website as hyperlinks attached to the Suppliers logos. PromoEQP has not, and will not, further negotiate pricing options that extend beyond EQP from any Supplier on the behalf of any, and all, Distributors enrolled in PromoEQP. Services not expressly mentioned in the aforementioned description are not offered or performed by PromoEQP.

3. PromoEQP Pricing Policy: The services extended to the Distributor requires that the Distributor will meet all conditions set within this Agreement and pay the Distributor selected payment program, at the rate listed upon the Check Out page resource provided by a Third Party Merchant Services Provider. Failure to meet the established payment schedule can result in the loss of the Distributor's "non-interrupted" (Loyalty Clause) Participation.

a) PromoEQP contractually agrees that there will be no annual or intermittent increase in rate from the original fee for Basic Participation the Distributor accepted upon submission of the Application. In conjunction with this, Distributor pricing will automatically be decreased to match the lowest listed rate for Basic Participation in the event of a General Price Reduction. In order to qualify for either facet of the aforementioned Loyalty-Clause the following conditions are required to be met:

i) Distributor MUST maintain a non-interrupted Participation with PromoEQP throughout the subscription year.

ii) Distributor MUST meet the conditions and bylaws of this Agreement. Failure to comply with any element of the Agreement may result in a loss of non-interrupted status, forced disassociation with PromoEQP, or litigation. FURTHERMORE, THE DISTRIBUTOR AND/OR INDIVIDUAL AGREES TO ACCEPT RESPONSIBILITY FOR ALL COSTS (INCLUDING LEGAL COSTS) THAT PROMOEQP MAY HAVE INCURRED OR LOST DUE TO THE DISTRIBUTOR'S FAILURE TO COMPLY WITH THIS AGREEMENT.

iii) Distributors who agree to engage in an additional service offering provided by PromoEQP at a future non-defined point in time will be required to agreement of an updated Agreement prior to execution of the offer. Loyalty Clause may/or may not grandfather into new Agreement.

b) PromoEQP has the right to on occasion offer unique and non-defined offers for Participation. All offers are unique to the provided Distributor and have an activation and deactivation date associated with them. Unless personally provided an exception, allowing continued usage of the offer, by a Senior Representative of PromoEQP all unique offers will expire at the end of the offer period and not be represented in the agreement established in Section 3, subsection a.

i) Any unique offer extended to a Distributor will not negatively effect the Distributor's non-interrupted status.

#### 4. Terms and Refund Policy

a) This Agreement is non-termed, slated for revolving renewal on a one full calendar year cycle, active upon reception of the Application and subsequent payment. Annual renewal notices will be distributed as an alert to the Distributor, if no notice of cancellation is provided by the Distributor, it will be agreed to continue the services uninterrupted.

i) While the Agreement is structured on an annual basis, the Distributor is NOT CONTRACTUALLY OBLIGATED TO COMPLETING THE AGREEMENT YEAR. The Distributor does agree to express an end to the Agreement through a telephone request. At that point, the Distributor will have their Agreement terminated AT THE END OF THE DISTRIBUTOR'S PAID PERIOD.

b) As the Distributor is only obligated to completion of the Paid Month, PromoEQP maintains the right to refuse any request for a refund. The only conditions that would be deemed acceptable for a refund are:

i) A payment is processed after the Distributor had made, and can prove, good attempt to end their Participation prior to the end of their paid month of services.

ii) Annually paid Membership may qualify for a balance refund in the event the total Supplier participation list falls below 10 Supplier Partners.

iii) Disputes raised by the Distributor to EXISTING payments made through either payment processing or direct communication.

\*) At PromoEQP's discretion the disputed may result in the suspension of previously paid services.

\*\*\*) This suspension will stay in effect from the time of the challenge until complete resolution of the dispute.

c) \$60 Guarantee Program ("Guarantee") guidelines, exceptions, and process.

i) Distributor commits to using PromoEQP Discount Codes minimum of 3 times in course of Distributor's payment month. In the event the total saving compiled from difference between catalog/wholesale pricing and End-Quantity-Pricing does not match or exceed \$60, PromoEQP will dispense re-compensation of the calculated difference. Allowance to this program is restricted to the first 200 Distributor Subscribers and is not limited to single use or conditional on Distributor Deactivation.

ii) The following conditions apply to the minimum Orders performed by the Distributor:

\*) Distributor must present a sales price matching a lower column price. Any Order sold at a price adjusted off of the End-Column is executed at the discretion of the Distributor and is excluded from consideration of the Guarantee.

\*\*) Failure on the Distributor's part to follow Agreement policies on presenting Orders to Participating Suppliers (examples: Non-Applied Discount Codes, Unqualified Supplier Business Participation, Failure to follow Supplier's established EQP Policies, and etc.)

iii) Steps to submission of Guarantee and determination are as followed:

\*) Email request for Submission form to customerservice@promoeqp.com -- Subject Line: \$60 Guarantee Submission

\*\*) Completion of PromoEQP documentation that will be sent in reply to Distributor request. Document will detail required documentation and Supplier Releases. Incomplete requests could either delay or end the submission process.

\*\*\*) Senior Executive with PromoEQP will review all documentation and follow through on necessary outside discussions for the purpose of establishing a final determination of re-compensation. Details of the decision and reasoning will be provided via email. Determination by PromoEQP is final.

\*\*\*\*) Compensation will be delivered to the listed business address in the form of a bank note. Allow 3 to 6 weeks for delivery. Bank Note clearance is determined by the Funds Availability policies of your Financial Institution.

5. Distributor agrees to comply with all EQP pricing policies and business requirements established by the Supplier, without impunity to PromoEQP.

a) While PromoEQP has contractually secured EQP benefits to the available products within the Supplier's most recent Line Collection -- upon the Distributor's presentation of a valid Discount Code -- each Supplier maintains their own corporate policies regarding EQP availability amongst specifically selected items within their entire Line.

b) PromoEQP has held it their responsibility to gain contractual agreement from the Supplier that any items restricted from EQP benefits are not now, nor will be, items available for special pricing to ANY Distributor entity.

i) Contractually, if it is brought to the attention of any Senior Representative of PromoEQP that a Supplier is failing to meet this commitment, it may be decided to immediately terminate the Supplier's participation with PromoEQP.

c) The Distributor has the right to request information regarding the individual Supplier's EQP pricing policies. To make this request, the Distributor must send an email request to SupplierPricing@promoeqp.com. Additionally full disclosure of the Supplier's EQP policy is available on the "Discount Code" screen. However, IN ORDER FOR THE DISTRIBUTOR TO GAIN FULL CLARIFICATION OF THE SUPPLIER'S EQP POLICY, THE DISTRIBUTOR MUST REFER ALL QUESTIONS DIRECTLY TO THE SUPPLIER.

i) PromoEQP accepts no responsibility (liability) for lost revenue, sales, client relationships, and/or any other miscellaneous negative effect of the Distributor failing to recognize and consider the Supplier's EQP Pricing policy. In regards to the Supplier's responsibility, the Distributor MUST consult the Supplier's official Terms and Conditions.

d) Supplier's business requirements:

i) The Distributor acknowledges that the Supplier's standard published terms and conditions shall apply to all orders received from the Distributor unless otherwise agreed in writing between the Supplier and Distributor. The Supplier, while obligated

to honor the presentation of a valid Discount Code, may choose to refuse business with any Distributor for reasons including, but not limited to: Negative Payment History, Existing Balances, Belligerent Behavior. Any such decision by the Supplier shall be based solely on the Supplier's evaluation of the Distributor's creditworthiness.

ii) Should it be deemed necessary, PromoEQP hereby covenants and agrees that it shall obtain prior written authorization from the Distributor, authorizing Supplier's release of such information to PromoEQP prior to requesting any such information from the Supplier.

#### 6. Policies Governing the Use of PromoEQP copyrighted Discount Codes

a) PromoEQP Discount Codes are the property of PromoEQP and is part of the confidential, proprietary, and copyrighted Distributor Subscription. The Discount Code is to be used SOLELY for the purpose of presenting to Partnering Suppliers for the access to EQP benefits. The Distributor shall take no action to indicate that it possesses ownership of the PromoEQP Discount Code.

i) The PromoEQP Discount Code is intended for the sole purpose of gaining access to the Supplier's EQP benefits. It does not create an implication of endorsement of the Distributor or its policies.

ii) The Distributor additionally agrees to maintain the confidentiality of the copyrighted Discount Code received from PromoEQP. The Distributor shall not transfer the Discount Codes to any Public resource, non-Subscribing Distributor, or any other individual or Company for purposes outside of it's intended use.

iii) Failure to comply with these obligations represents a breach of Agreement. Aside from losing non-Interrupted Participation status, the Distributor may also have their Subscription terminated and, in PromoEQP's sole discretion, may in addition to other legal remedies: obtain reimbursement of its legal fees incurred while rectifying the breach.

b) PromoEQP Discount Codes are valid for one full calendar month. Once the month has come to an end, the said month's Discount Code is invalid, and use of the code may result in delayed production or processing of your order.

i) It is the sole responsibility of the Distributor to obtain and utilize an active Discount Code. PromoEQP has no responsibility related to negative ramification as a result of the Distributor's failing to follow the procedure governing the Discount Codes.

ii) In the event an outage is experienced on the website, the Distributor may gain access to the individual Supplier Discount Codes through telephone or email requests to PromoEQP.

7. Confidentiality: PromoEQP does not engage with the selling or sharing of Distributor information to any Third Party Group not directly affiliated with an offering of service that has been approved of by PromoEQP. In subscribing to the services of PromoEQP, the Distributor is authorizing the sharing of Application information with all Partner Suppliers, Educational Partners, and Service Partners. If the Distributor wishes to adjust these terms, they must do so in a written request to customerservice@promoeqp.com.

8. IN NO EVENT SHALL PROMOEQP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS, REGARDLESS OF THE FORM OF ACTION, EVEN IF PROMOEQP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF PROMOEQP EXCEED THE APPLICATION AND SUBSCRIPTION FEE.

9. THIS AGREEMENT IS MADE SUBJECT TO AND SHALL BE CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. The parties agree that the state and federal courts situated in the Commonwealth of Pennsylvania shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement, and each party irrevocably consents to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement.

10. PromoEQP can at any time request the Distributor to provide a signed copy of this, or any updated Agreements. The Distributor agrees to reply with the signed copy within 2 business weeks. Failure to comply may result in a loss of services and special privileges. The parties' faxed or electronic signatures are effective to bind them to this Agreement.

11. In the event that any of the terms of this Agreement are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms shall remain in full force and effect. In the event that a party fails to insist on performance of any provision of this Agreement, or fails to exercise any of its rights or privileges hereunder, such failure shall not constitute a waiver of such terms, conditions, rights or privileges.

12. This Agreement may be adjusted at any time. In the event a change occurs, the Distributor will receive full disclosure as to the changes. At that time any act of continued involvement with PromoEQP will constitute an acceptance of the new Terms and Conditions.

13. This Agreement contains the complete and final understanding between the parties and supersedes any prior agreements between them whether oral or written, regarding the same. This Agreement may only be amended pursuant to a written agreement which is signed by both parties.