

AFFILIATE AGREEMENT

This Affiliate Agreement (the “Agreement”) is entered into as of the date you register to become an Affiliate (the “Effective Date”) by and between Doohickey LLC d/b/a myQRad.com or myQRad (the “Company”) and you (the “Affiliate”) and contains the complete terms and conditions that apply to your participation as an Affiliate on myQRad.com Affiliate Program.

RECITALS

WHEREAS, the Company is engaged in QR code generation and tracking services; WHEREAS, the Affiliate provides links to third party websites on the Affiliate’s website and; WHEREAS, the Company wishes to engage the Affiliate for the purpose of promoting its website myQRad.com (the “Company Website”) by placing a hyperlink on the Affiliate Website and/or e-mail communications and/or software applications (the “Link”) on the terms and conditions set forth below; WHEREAS, the Affiliate wishes to post the Link on the Affiliate Website and agrees to do so under the terms and conditions of this Agreement; and WHEREAS, each Party is duly authorized and capable of entering into this Agreement. NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.

The Company hereby engages the Affiliate, and the Affiliate hereby accepts such engagement, to perform the services described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with posting the Link on the Affiliate Website (the “Services”).

2. COMPENSATION.

In exchange for the Services, the Company shall pay the Affiliate a referral fee as set forth in Exhibit A hereto (the “Referral Fee”). Payments of the Referral Fee, if any, shall be made according to the payment schedule set forth in Exhibit A hereto. The terms “Sale” and “Qualifying Sale” used in this agreement mean a myQRad.com paid subscription purchased by users during a visit to myQRad.com following navigation to the designated URL on myQRad.com through a hypertext link from the Affiliate under this Affiliate Program.

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, for a period of 12 month[s] (the “Term”). The Agreement will renew automatically for 1 year thereafter unless either Party provides thirty (30) days’ written notice of its intent not to renew.]

4. TERMINATION.

- (a) Types of Termination. This Agreement may be terminated:

- (i) By either Party on provision of thirty (30) days' written notice to the other Party.
 - (ii) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
 - (iii) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with performance under this Agreement.
 - (iv) By the Company, in accordance with the provisions set forth in Section 9(a) of this Agreement.
 - (v) The Company may modify or terminate this Agreement without cause. Please note that myQRad.com reserves the right to change any terms and conditions in this Agreement, including the payment terms described in herein, by posting a new agreement on the myQRad.com website.
- (b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the Company shall promptly pay the Affiliate any outstanding Referral Fees owed to the Affiliate for Services rendered before the effective date of the termination (the "Termination Date"). The Affiliate acknowledges and agrees that no other compensation, of any nature or type, other than any outstanding Referral Fees, shall be payable hereunder following the termination of this Agreement. The Affiliate shall return to the Company[, at no cost,] all materials and information the Company has provided to the Affiliate in connection with this Agreement, no later than thirty (30) days after the Termination Date.

5. **RESPONSIBILITIES.**

- (a) Of the Affiliate. The Affiliate agrees to do each of the following:
 - (i) Post the Link on the Affiliate Website as detailed in this Agreement and Exhibit A to this Agreement.
 - (ii) Perform the Services in a workmanlike manner and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
 - (iii) Display the Link in a manner on the Affiliate Website that does not reflect adversely on the Company or mislead visitors.
 - (iv) Integrate the specially tagged link formats provided by the Company and posted in the Affiliate's login on the Company Website into your site to properly enable the tracking of Sales,
- (b) Of the Company. The Company agrees to do each of the following:
 - (i) Ensure the Link is of acceptable quality, content, and format, as further detailed in Section 9 to this Agreement and in Exhibit B attached hereto and made a part hereof.

- (ii) Maintain accurate records of the data used to determine the Referral Fee.
- (iii) Use commercially reasonable efforts to maintain the Company Website and minimize any downtime or errors that affect the operability of the Link.

6. CONFIDENTIAL INFORMATION.

The Affiliate agrees, during the Term and [for a period of three (3) years] thereafter, to hold in strictest confidence and not to use, except for the benefit of the Company or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. “Confidential Information” means any of the Company’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Affiliate by the Company either directly or indirectly. The Affiliate may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the Company’s personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing. At the request of the Company, the Affiliate must promptly return all copies of Confidential Information received from the Company, and must promptly destroy all other Confidential Information prepared by the Affiliate, including, without limitation, any notes, reports, or other documents.

7. PARTIES’ REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
 - (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
 - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
 - (iv) Neither myQRad.com nor Affiliate will be liable to the other for any indirect, special, punitive or consequential damages (including, without limitation, lost profits or lost data) arising out of this Agreement. myQRad.com’s entire liability arising from this Agreement will not exceed the amounts payable to Affiliate hereunder.
- (b) The Affiliate hereby represents and warrants as follows:
 - (i) The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Affiliate shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

- (ii) The Affiliate shall notify the Company of any changes to the Affiliate Website that would [materially] change its target audience or the size and/or placement of the Link at least thirty (30) days prior to implementing such changes.
 - (iii) The Services required by this Agreement shall be performed by the Affiliate or the Affiliate's staff, and the Company shall not be required to hire, supervise, or pay any assistants to help the Affiliate perform such Services.
 - (iv) The Affiliate is responsible for paying all ordinary and necessary expenses of its staff.
 - (v) The content comprising the Affiliate Website is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, and violate any applicable laws, rules, or regulations.
- (c) The Company hereby represents and warrants as follows:
- (i) The Company will make timely payments of any Referral Fees earned by the Affiliate.
 - (ii) The Company shall notify the Affiliate of any changes to its procedures affecting the Affiliate's obligations under this Agreement at least five (5) days prior to implementing such changes by electronic mail.
 - (iii) The Company shall provide such other assistance to the Affiliate as it deems reasonable and appropriate.

8. INTELLECTUAL PROPERTY.

- (a) No Intellectual Property Infringement by Company. The Company represents to the Affiliate and unconditionally guarantees that all text, graphics, photos, designs, trademarks, or other content comprising any (i) Link and (ii) the Company Website are owned by the Company, or that the Company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Affiliate and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Company. The Company further represents to the Affiliate that the Link does not infringe, dilute, or otherwise violate third-party rights or trademarks.
- (b) No Intellectual Property Infringement by Affiliate. The Affiliate represents to the Company and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Affiliate Website are owned by the Affiliate, or that the Affiliate has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Company and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Affiliate. The Affiliate further represents to the Company that the Affiliate Website's domain name or

URL listing does not infringe, dilute, or otherwise violate third-party rights or trademarks.

- (c) Company Property Rights. All text, graphics, photos, designs, trademarks, service marks, tradenames, or other content comprising the Link provided, leased, or licensed to the Affiliate with respect to the Affiliate's performance of the Services are the sole property of the Company, and the Affiliate has no ownership or other intellectual property rights in or to such items. Without the prior written consent of the Company, the Affiliate will not use or mention the Company's name, or publish or distribute any materials provided, leased, or licensed to the Affiliate, for any purpose not specified in this Agreement.
- (d) Affiliate Property Rights. All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Affiliate Website are the property of the Affiliate and the Company has no ownership rights or other intellectual property rights to such items.

9. COMPANY RIGHTS.

- (a) Right to Monitor Affiliate Website. The Company has the right, but not the duty, to monitor the Affiliate Website. The Company shall notify the Affiliate of any modification that the Company reasonably requests be made to the Affiliate Website in connection with posting the Link. If the Affiliate fails to make such modification, the Company reserves the right to terminate the Agreement immediately on written notice.
- (b) Right to Modify, Replace Link. The Company may, in its discretion, modify, update, or replace the Link with another Link. The Affiliate will remove the then-current Link from the Affiliate Website and replace such Link with the modified, updated, or replacement Link.
- (c) Right to Remove Link. The Company may, in its discretion, direct the Affiliate to remove, and the Affiliate agrees to remove at the Company's direction, the Link from the Affiliate Website at any time and for any reason.
- (d) Right to Disclaimer. The Company may, in its discretion, direct the Affiliate to post the disclaimer set forth in Exhibit A hereto on the Affiliate Website.

10. AFFILIATE RIGHTS.

- (a) No Right to Alter Link. [Except as permitted on Exhibit B hereto,][T]he Affiliate may not, without first obtaining the written consent of the Company, alter the Link in any manner, including, but not limited to, modification of the design, color, format, specification, or content of the Link.
- (b) Right to Remove Link. The Affiliate may remove the Link from the Affiliate Website as set forth in Exhibit A hereto.

11. DELIVERY, FORMAT, AND POSTING.

- (a) Delivery of Link. The materials comprising the Link must be delivered to the Affiliate as set forth in Exhibit B hereto.

- (b) Format of Link. The Link shall be in the format set forth in Exhibit B hereto.
- (c) Posting of Link. The Link shall be posted on the Affiliate Website as set forth in Exhibit A hereto.

12. INDEMNIFICATION.

- (a) Of Company by Affiliate. The Affiliate shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Affiliate arising from or connected with the Affiliate's carrying out of its duties under this Agreement, or (ii) the Affiliate's breach of any of its obligations, agreements, or duties under this Agreement. The Affiliate shall maintain liability insurance sufficient to satisfy the foregoing obligations to the Company.
- (b) Of Affiliate by Company. The Company shall indemnify and hold harmless the Affiliate from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) its posting of the Link on the Affiliate Website in connection with the carrying out of its duties under this Agreement or (ii) the Company's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Affiliate

13. LAWS AFFECTING ELECTRONIC COMMERCE.

From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Each Party agrees that it is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the other Party and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the other Party's exercise of Internet electronic commerce.]

14. LIMITATION OF LIABILITY.

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE AGREEMENT. [THE COMPANY'S LIABILITY SHALL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE UNDER THE AGREEMENT.]]

15. DISCLAIMERS.

The Company makes no express or implied warranties or representations with respect to any of the Company's products or services sold through the Link, including, but not limited to, warranties of merchantability or fitness. The Company makes no representations that the operation of the Company Website will be uninterrupted or error-free during the Term.

16. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Affiliate is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Affiliate's compensation hereunder. The Affiliate shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party. myQRad.com will be solely responsible for fulfilling all orders for its products and payment processing, and customers who buy products through the Affiliate Program will be deemed customers of myQRad.com. To protect the privacy of myQRad.com's customers, the names of and other personally identifying information about customers will not be provided to the Affiliate. All information about customers and users collected by myQRad.com shall be owned solely and exclusively by myQRad.com. All rules, policies, operating procedures and information concerning customer orders and Sales will apply to those customers, including our rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.

17. AMENDMENTS.

The Company reserves the right to amend, change, or modify this Agreement and provide notice given by electronic mail. The Affiliate does not have the right to amend, change or modify this Agreement under any circumstances.

18. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Affiliate may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Company of written notice of such assignment or transfer.

19. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

20. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure

Event”); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

21. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

22. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given by overnight electronic mail

If to the Company:
info@mygrad.com

If to the Affiliate:
The electronic mail address (e-mail address) provided by the Affiliate.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Florida in the United States of America. Any action to arising hereunder will be brought in the federal or state courts, located in Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party’s reasonable attorneys’ fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

24. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, online registration for the Affiliate Program, or other electronic medium shall have the same force and effect as an original signature.

25. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or

rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

26. ENTIRE AGREEMENT.

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

27. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

EXHIBIT A

1. SERVICES.

In exchange for the Referral Fee, the Affiliate will provide the following services:

- (a) Posting of Link.
 - (i) Post the Link on the Affiliate Website in a position to be determined by the Affiliate in its discretion; provided, however, that the Link may not be placed on the Affiliate Website in any position that would be misleading or cause confusion.
 - (ii) Post the Link on the Affiliate Website for such period(s) of time as may be determined by the Affiliate in its discretion.
 - (iii) Use reasonable efforts to ensure the Link works on the Affiliate Website, and that any visitor who clicks on the Link will be connected to the Company Website.
- (b) Removal of Link. Remove the Link from the Affiliate Website as may be determined by the Affiliate in its discretion; provided, however, that the Affiliate shall remove the Link from the Affiliate Website immediately if directed to do so by the Company.
- (c) Customer Referral. Refer new, unique and legitimate customers (i.e., customers not previously existing to the Company) to the Company Website via the Link.

2. REFERRAL FEE.

- (a) Calculation of Referral Fee.
 - (i) The Referral Fee shall be calculated by the Company in good faith at a rate of 25% of the Aggregate Net Proceeds (the “Rate”) per each valid click, as determined by the Company, on the Link (each, a “Click” and, collectively, the “Clicks”) that results in a Sale of the Company’s products or services. “Aggregate Net Proceeds” means net proceeds equals the gross proceeds received by myqrad.com from Qualifying Sales on myqrad.com, less costs and expenses attributable to taxes, shipping and handling, fraud, bad debts, and duties. The Company will notify the Affiliate in writing given by electronic mail within thirty (30) days of any changes to the Rate.
 - (ii) Referral Fees will also be payable on subsequent subscription renewals made to customers during the Term of the Agreement who previously made a Qualifying Sale through a hypertext link from the Affiliate under the Affiliate Program.
 - (iii) myQRad.com shall track users who access myQRad.com from the Affiliate’s website via an affiliate link with a cookie containing the Affiliate’s identification, and that expires in thirty (30) days following said visit. The cookie containing the Affiliate identification will not be

replaced with the cookie of another Affiliate if the user subsequently accesses myQRad.com from the link of the other Affiliate. A Qualifying Sale made prior to the expiration of the cookie will be attributed to the Affiliate link provider whose Affiliate identification is recorded on the cookie associated with that web user.

- (iv) The Affiliate is only eligible to earn a referral fee on Sales occurring during the Term, and referral fees earned through the date of termination will remain payable only if the product orders are not cancelled.
- (b) Records. The Company shall maintain accurate and up-to-date records in accordance with generally accepted methods of accounting for all data used to determine any Referral Fee payable to the Affiliate. Payments hereunder will be in accordance with reports made available on the myQRad.com website of Qualifying Sale for which Referral Fees are paid.
- (c) Affiliate Inspection; Discrepancies. The Company shall not be required under any circumstances to permit the Affiliate access to the records and data used to determine the Referral Fee for purposes of inspection.
- (d) Payment. Except as provided below, any Referral Fee accrued and payable to the Affiliate shall be paid by the Company on or about the 10th of each month. If during any calendar month referral fees do not exceed twenty-five US Dollars (\$25.00 USD), then the Affiliate may not receive payment until the following calendar month during which the Affiliate's aggregate referral fees equal or exceed twenty-five US Dollars (\$25.00 USD) or until the termination of this Agreement, whichever occurs first. Payments will be made in US Dollars to the Paypal account as provided by the Affiliate during the Affiliate Registration process. Affiliate shall be responsible for all taxes associated with the receipt of any payments. The Company may at its own discretion elect to withhold payment for a reasonable time to ensure against cancellations or refunds.
 - (i) No Payment of Referral Fee. The Affiliate will not be eligible to receive a Referral Fee for, and the Company will not pay a Referral Fee when:
 - (A) Such Referral Fee results from a manipulative, false, or erroneous sale, including, but not limited to, any sale obtained by a fraudulent or deceptive program, device, or scheme, artificial mechanism, or the use of Affiliate's employees to generate a false sale.
 - (B) Such Referral Fee results from an existing customer of the Company.
 - (C) Such Referral Fee results accidentally from a duplicate sale.
 - (D) The sale underlying such Referral Fee results in a return, cancellation, or refund, or when payment is not received by the Company (each, a "Charge-back").

- (E) Affiliate uses their own Affiliate link in order to receive commissions on their own purchases.
 - (F) Affiliate fails to implement the Affiliate link correctly resulting in any reductions of amounts that would otherwise be paid to you under this Agreement.
- (ii) Adjustment of Referral Fee. Any Referral Fee, or portion thereof, that has been paid to the Affiliate but later results in a Charge-back will be deducted from the Affiliate's next Referral Fee. If no subsequent Referral Fee is to be paid to the Affiliate, an invoice will be sent to the Affiliate for the amount of the Charge-back.
 - (iii) Forfeiture of Referral Fee. Following termination of the Agreement by the Company for a material breach pursuant to Section 4(a)(ii) thereof, the Affiliate will forfeit any Referral Fee for the last ninety (90) days after the date of the Affiliate's material breach.

**EXHIBIT B
LINK GUIDELINES**

1. FORM.

The Link shall be provided to the Affiliate in the following form(s): text, logo, image, button.

2. FORMAT.

The Link shall be provided to the Affiliate in the following format(s): HTML, GIF, text, jpg

3. DIMENSIONS.

The minimum size of the Link shall be 10 pixels wide by 10 pixels high, or 8 point font size and the maximum size of the Link shall be 1000 pixels wide by 1000 pixels high, or 50 point font size (the “Range”). The Affiliate may increase or decrease the size of the Link to any size within the Range provided that any such increase or decrease must be proportional.

4. QUALITY.

- (a) Content. The Company shall use reasonable efforts to ensure that the content of the Link is free of errors, including, but not limited to, factual, spelling, grammatical, and punctuation errors.
- (b) Resolution. Any image comprising the Link shall have a minimum resolution of 72 ppi.

5. DELIVERY.

The materials comprising the Link must be delivered to the Affiliate electronically via the Company website or by email request to info@myqrad.com.