



AdFocus Terms and Conditions

Dealer: _____

DBA: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

QDI Account Number: _____ Market: _____

AdFocus, a division of Quality Distributors LLC ("QDI"), shall provide certain advertising services to Dealer in accordance with the terms and conditions set forth below. All of the provisions of the Dealer's Premier Dealer Agreement, dated _____ (the "PDA") shall remain in full force and effect with respect to such advertising services and the terms herein shall be in addition to those in the PDA. In the event that any provisions of the PDA conflict with the terms and conditions set forth herein, these terms and conditions shall apply (with respect to the relationship between Dealer and AdFocus only).

MEDIA

1. Dealer understands that QDI is authorized to buy media on behalf of Dealer as requested by Dealer on a Media Buy Authorization.
2. In order for AdFocus to successfully run advertising without error, and due to the complexity of the co-op advertising programs, Dealer agrees not to have contact with any media-provider ("Vendor") in which it has authorized AdFocus to represent it. Dealer's intervention, unless previously approved by AdFocus, will release AdFocus and QDI from any and all responsibility related to such advertisements, and Dealer will be required to pay all costs incurred for such advertising including, but not limited to, production costs, talent fees, taxes, service charges and other expences related to the advertisement(s), and double the amount of service charge described under PAYMENT TERMS, paragraph 2 below. Both AdFocus and Dealer acknowledge that damages incurred as a result of Dealer's intervention will be difficult, if not impossible, to determine and that the increase in the service charge is reasonable and in no event shall be construed as liquidated damages or a limitation on damages recoverable under any other provision of these terms and conditions or the PDA.
3. AdFocus shall have sole discretion to the positioning of all advertisements. AdFocus will use reasonable efforts to accommodate Dealer's positioning requests within Dealer's specified budget. Specific placement is not guaranteed. Failure to meet Dealer's position requests will not constitute cause for adjustment or refund to the Dealer, rerun of the advertisement, or any other remedy to the Dealer.
4. Dealer agrees to assume responsibility for all errors in copy or other advertisement proposals proofread by the Dealer where the actual advertisement corresponds to the approved proof. If AdFocus does not receive written notice of corrections to proofs within 24 hours after being provided to Dealer, the proof shall be deemed approved by Dealer and the advertisement will be published or run as it appears on the most recent proof.
5. Proofs are provided for error corrections only. Layout revisions from the proof may result in additional charges to Dealer.
6. AdFocus does not guarantee Vendors' work (e.g. color matches, delivery dates, placement, etc.). AdFocus will reasonably represent Dealer in resolving disputes with or errors made by Vendors. In the event AdFocus receives compensation for any Vendor error, AdFocus will credit Dealer's account if AdFocus deems it appropriate to do so, at AdFocus' sole discretion. AdFocus service charges will not be waived for errors made by Dealer or Vendors. Dealer agrees to notify

- AdFocus of all typographical errors, placement errors or any other errors related to the advertisements within 30 days of the date of publication of the relevant advertisement.
7. AdFocus assumes that all employees of the Dealer are authorized to bind Dealer unless notified otherwise in writing.
 8. AdFocus will handle delivery of all creative materials to the Vendors for media represented on the Media Buy Authorization unless specified otherwise.
 9. AdFocus reserves the right to refuse to use, or allow Vendor to use, any creative materials or media provided to AdFocus from Dealer, or any other party, even when the same has been previously accepted by AdFocus, if AdFocus deems such material to be inappropriate, improperly obtained or for any other reason, at AdFocus' sole discretion.

PAYMENT TERMS

1. AdFocus service charges will be applied to Dealer's QDI Credit Account.
2. AdFocus service charges are 15% of the total media cost with a minimum charge of \$75.00, which may or may not be billed to Dealer's QDI Credit Account as one lump sum, at AdFocus' sole discretion. All invoiced amounts, including services charges, are due and payable in accordance with Dealer's standard credit terms for its QDI Credit Account.
3. AdFocus service charges are non-refundable once the Media Buy Authorization form has been signed by Dealer.
4. Dealer understands that if its QDI Credit Account is not in good standing per Dealer's designated QDI Credit Account Manager, all applicable media costs and AdFocus service charges may be collected using any and all necessary legal means.
5. If Dealer's designated QDI Credit Account Manager determines that payment is required in advance to utilize AdFocus' services, payment will be required before the advertisement runs via cash, check or credit card. Prepayment will include media costs as well as AdFocus service charges, and any other related expenses.
6. Dealer agrees that the dollar amount stated on the Media Buy Authorization authorizes AdFocus to buy that amount of media plus or minus 10% and Dealer understands that any applicable taxes or shipping costs are not included in such stated dollar amount.

CHANGES

1. AdFocus is not required to submit a final proof to Dealer when media is approved with changes by Dealer. AdFocus is responsible for making the changes clearly specified on the original proof.
2. Advertisements originally denied by Dealer will be resubmitted to Dealer for approval.
3. Once the Dealer has approved the media, additional change requests will create a \$100.00 production charge unless the request is due to carrier promotional changes.
4. Changes may be made by Dealer at no charge each time a new Media Buy Authorization is signed by Dealer.
5. If carrier promotions change during a specific advertising run, AdFocus will alter the media at no cost to Dealer. No guarantees can be granted by AdFocus as to which run date the new media will begin.

DISPUTE RESOLUTION

1. Any and all disputes arising under these terms and conditions shall be resolved in accordance with the dispute resolution provisions set forth in the PDA.

BILLING DISPUTES

1. Dealer agrees to notify AdFocus of all disputed billing charges within 30 days of the date Dealer's account is charged for same. Failure to report any such dispute within such time shall constitute a waiver of any claim by Dealer with respect to such dispute.

CONFIDENTIALITY

1. AdFocus and Dealer agree that any information of a confidential and/or competitively sensitive nature disclosed prior to or during media placement or any information about the subject product/services shall be deemed Confidential Information and treated in accordance with the PDA.

INDEMNIFICATION/SEVERABILITY

1. Dealer agrees to indemnify, defend and hold harmless QDI and AdFocus, their respective officers, employees, agents and licensees from and against any and all claims, actions, damages, suits, judgments, proceedings, losses, costs and expenses of any nature whatsoever (collectively, "Claims") for which such persons may be liable by reason of media buying, representation of Dealer, placement of advertisements, or any other reason related to these terms and conditions, including but not limited to any breach by Dealer of any of these terms and conditions, any failure by Dealer to perform according to these terms and conditions, and any Claims related to the materials furnished by Dealer.
2. AdFocus intends to use its best efforts to ensure that all advertising is carried out in accordance with these terms and conditions; however, in the event that any errors or omissions occur with respect to any the parties shall resolve the matter in accordance with the dispute resolution procedures set forth herein.
3. AdFocus reserves the right to reject any and all requests for AdFocus' services even when the same has been previously accepted by AdFocus.
4. If any portion of these terms and conditions is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other terms or conditions contained herein.
5. These terms and conditions contained herein related to payment, dispute resolution, disputes, confidentiality, indemnification and cooperation shall remain in full force and effect after services have been rendered.

INSURANCE

1. Dealer represents that it currently has, and will maintain during the entire term of the PDA, in addition to the insurance required in the PDA, insurance to cover any advertising claims which may arise hereunder with reasonable coverage amounts, as determined in AdFocus' sole discretion, from a reputable insurer. Dealer must provide AdFocus with proof of such insurance at any time upon request.

MATERIALS, SERVICES, & RELEASES

1. All media copy representing creative efforts of AdFocus and/or the utilization of creativity, illustration, labor, composition or material furnished by it, and any copyrights related thereto, is and remains the property of AdFocus. Dealer understands and agrees that it may not authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other medium without the express written consent of AdFocus. Such consent, if given by AdFocus, may be subject to the payment of additional fees.
2. Dealer will obtain celebrity talent and related clearances, if deemed necessary, and deliver to AdFocus such clearances as well as consents, waivers or releases from all talent and other persons who have rendered services or provided materials required to be furnished by Dealer in connection with the production of the advertisements. Such documents must be in forms satisfactory to AdFocus.
3. AdFocus makes no warranties, express or implied, with respect to results Dealer may or may not obtain through products and services supplied by AdFocus.
4. Dealer recognizes there may be interruptions or delays in media placement that occur and AdFocus shall not be held responsible for such occurrences. Such circumstances may include, but should not be limited to: adverse weather conditions, non-performance of animals or talent, or force majeure events (e.g., acts of God, war, fire, strikes, boycotts, etc.), and absence of Dealer-supplied elements (e.g. key talent, color corrected products, logos, etc.).

COOPERATION

1. Dealer will cooperate with AdFocus in taking actions and executing documents, as appropriate, to achieve Dealer.s advertising objectives. Dealer agrees that AdFocus' performance is dependent on Dealer's timely and effective cooperation with AdFocus. Accordingly, Dealer acknowledges that any delay by Dealer may result in AdFocus being released from an obligation or scheduled deadline or may result in additional costs in order for AdFocus to meet a specific obligation or deadline. All subsequent costs will be the responsibility of Dealer.
2. Dealer is solely responsible for all media charges incurred if Dealer cancels or reschedules any advertisement(s) after the time specified on the Media Buy Authorization.
3. AdFocus is not responsible for placing advertising when Dealer has not signed and returned a Media Buy Authorization.

Any person executing this agreement on behalf of Dealer hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this agreement and to bind such party with respect to all of its obligations herein. Dealer acknowledges that it has read these terms and conditions and fully subscribes to all provisions thereof. None of these terms and conditions may be altered except in writing signed by an authorized representative of AdFocus' Any implied or oral revisions or amendments to these terms and conditions will not be binding on either of the parties. Use of AdFocus. services constitutes agreement to these terms and conditions. The undersigned agrees that a facsimile copy may be considered as the original for purposes of these terms and conditions and is legally binding and accepted.

Dealer Signature: _____

Title: _____

Dealer Printed Name: _____

Date: _____

QDI/AdFocus Signature: _____

Title: _____

QDI/AdFocus Printed Name: _____

Date: _____