

TV Ad Swap Vendor Service Agreement

This Service Agreement is made and effective this _____ (MM/DD/YY), BETWEEN the Vendor, who's business information is provided below:

Vendor Point of Contact
Vendor Business Name
Street Address
City, State, Zip
Business and/or Personal Phone

AND on behalf of TVAdSwap.com, Rank Above others, LLC (the "Provider"), a corporation organized and existing under the laws of Texas, with its head office located at:

1908 N Laurent Street,
Suite #265
Victoria, TX 77901
1-800-498-7134 (RankAboveOthers.com) or 1-888-466-6298 (TVAdSwap.com)

1. VENDOR RESPONSIBILITY

A. Vendor will be provided with the following equipment (include quantity and size):

- Smart TV: _____
- TV Mount: _____
- Dongle: _____
- Mobile Unit: _____

Damaged or stolen devices may be replaced by Provider, but may take time for investigation, approval, order, delivery and installation. Damaged devices must be verified by Provider and stolen devices must have an authenticated police report. If damaged or stolen goods are done by Vendor staff, compensation must be provided by Vendor to Provider regardless of replacement approval. Replaced devices by Provider will result in a longer participation time. Failure to comply with said participation time will result in compensation of devices at full retail price.

B. Vendor minimum participation time required: _____ months. Expires: ____/____/____

Only required if any device is provided to Vendor by Provider. If none provided, participation can be cancelled at any time. Cancellation will also result in the removal of ads.

C. Vendors with 48 hours of zero activity during Vendor's normal business hours, meaning not displaying Provider entertainment and ads, will result in the removal of Vendor

campaigns on TV Ad Swap network. 7 days of zero activity will result in the removal of Vendor from network and will be in violation of this agreement.

- D. Vendor must provide internet service and a wireless connection reachable by the participating device(s) to display entertainment and ads.
- E. Vendor must keep television or displaying device on during normal business hours.
- F. Vendor must ensure devices are visible to actual visitors/customers. Devices found in unoccupied or non-visible settings will result in removal of Vendor campaigns and potential removal from the TV Ad Swap network and compensation for device(s) provided may be requested at Provider's discretion.
- G. Vendor agrees to be listed in a private directory, accessible by TV Ad Swap members, listing the Vendor's business name, location, photos, available TVs and status of activity available to advertise in.
- H. Vendor must be in active status to continue receiving free advertising or upgrading to additional TV Ad Swap services such as increased exposure or additional campaigns.

2. PROVIDER RESPONSIBILITY

- A. Provider will provide Vendor with a free, \$895-value campaign setup. Campaign includes THREE 15-second image ads. Images and texts must be provided by the Vendor.
- B. If Vendor already has existing video ads, Provider can modify 3 Vendor videos by shortening timeline to fit 15 seconds.
- C. Provider will rotate one ad each week on 10 different TVs throughout the Vendor's community within Zone 1 of the displays. Additional television placements and zones can be purchased for additional exposure.
- D. Vendor may request a new campaign or modify existing campaign to start on the next 30-day cycle. Campaigns are updated every Monday and Tuesday by Provider. Vendor can only display 1 ad at a time unless additional campaign(s) purchased.
- E. Provider will ensure no competing ads are displayed on Vendor TV or device. In case of accidental display, requests to correct can be provided via email, live chat or telephone.
- F. Report of campaign display will be provided to Vendor every Monday, unless on a holiday, corresponding to previous week's activity.

3. BILLING

Vendor will not receive a bill or invoice if Vendor does not pursue with additional campaigns or exposure on additional devices or zones. Billing or invoices are only issued if Vendor requests and approves additional campaigns and devices. Billing or invoices will also be issued if Vendor is responsible for damaged or stolen goods provided by Provider. Vendor can purchase devices directly from Provider without having to extend participation time required.

4. OWNERSHIP

Vendor guarantees that any elements of text, graphics, photos, designs, trademarks, videos or

other artwork, inclusively referred to as “content,” provided by Vendor for inclusion in the TV Ad Swap website and/or TV network are either owned by Vendor, or Vendor has permission to use said content. Provider will not be held responsible for copyright infringement at the fault of Vendor. Vendor owns copyright of provided content and final versions of content created by Provider. Unless stated otherwise in a separate agreement, Provider will NOT own the copyright of content provided by or created in behalf of Vendor. Provider will retain usage rights to display content on TV Ad Swap website, network and/or other sources as marketing material. All Vendor content will not be removed from any Provider’s marketing material created or utilized prior to Service Agreement termination. Vendor maintains ownership of original content while allowing Provider to maintain copies of all content used in campaigns created on behalf of Vendor as backup and can provide access to the files online upon request.

5. CREDIT SYSTEM

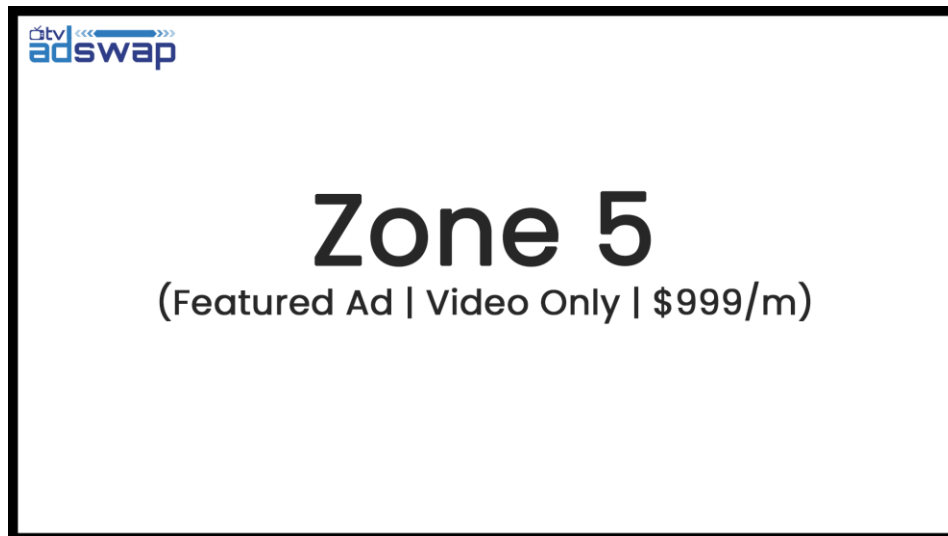
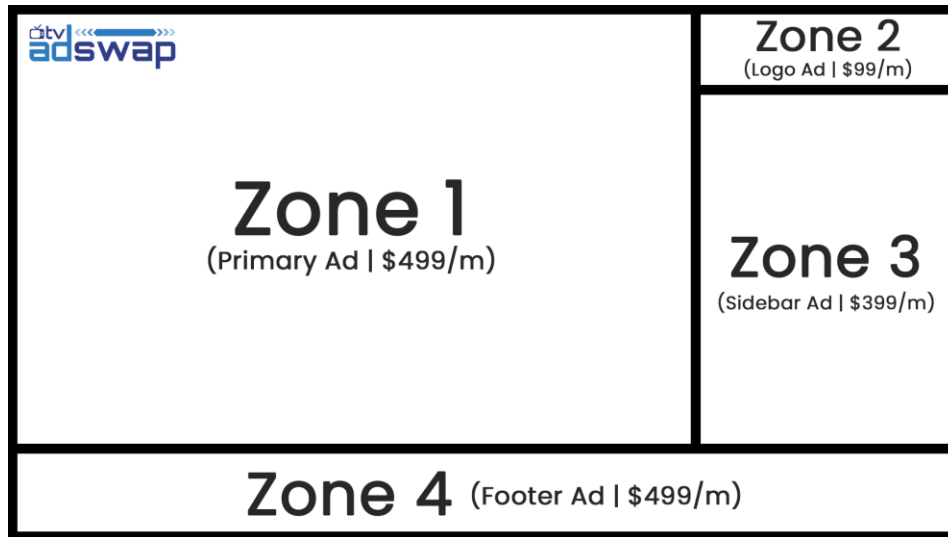
The information in this section is only meant for future expectations and not an official term or policy applicable to this agreement. Some Vendors may have more foot traffic or higher quality retention of viewers than others and may have higher value than others. In general, all Vendor TVs or devices are valued at 1 credit. Vendors with higher value devices due to foot traffic and retention of viewers may have a 2-credit status. A Vendor with multiple devices may have devices with different credit values. When credit-based system is enabled in the future, not to start before September 1, 2019, each credit is worth 1 placement in Zone 1 of any device worth 1 credit. For example, a Vendor will have 10 credits to spend by default. Hypothetically, since each device is worth 1 credit, a Vendor with 1 credit can display their ad in Zone 1 of 1 device. 10 credits will mean the Vendor can display their ad in Zone 1 of 10 devices, if the target device is worth 1 credit. If all targeted devices selected by Vendor are each worth 2 credits, then Vendor is only able to place ads on 5 devices.

6. COMPENSATION

The information in this section is only meant for future expectations and not an official term or policy applicable to this agreement. When new Vendor compensation plan is launched (not yet available), in addition to receiving a free campaign setup valued at \$895, at the time of writing, and free advertising in Zone 1 with 10 ad placements rotated each week valued at \$499 per month, Vendor will be compensated when any of the Vendor’s television or displaying device(s) show more than 15 PAID sponsors. Other Vendor free ads are not acknowledged as paid sponsors. A valid Paid Sponsor must pay for a monthly subscription. Each paid sponsor above 15 will yield a potential \$10 per month per device. The monthly rate could be less per device depending on how often the device is displaying entertainment and ads compared to the average displays of businesses in the same category. I.E. If Vendor is in the restaurant industry and the average display time is 192 hours, but Vendor’s device displayed a total of 100 hours, or 52% of the average, then Vendor will be compensated \$5.20 instead of the full \$10 for that corresponding device. Vendors with less than 80% of the average for 1 week will be removed from ad rotation until vendor is able to maintain a display average of 80% or higher.

Compensation will also be dependent on how many devices were provided to Vendor by Provider. The more devices provided the longer the wait is for compensation to Vendor. This new Vendor compensation plan will remain inactive until further notice or at least after July 1, 2019 in unspecified areas. Complete and official terms for compensation will be provided on the TVAdSwap.com website before being enabled and compensation start date will be unique to each Vendor. That means not every vendor will begin receiving compensation the same day because of many unknown variables.

7. AD SPACE



1. **Zone 1 (Primary Ad):** Can display 15-second Video or Image ads, Limited to 10 TVs at a time. This is free to each active, participating Vendor. Vendor can pay an extra \$299/m to double the time of each ad or double the exposure on the same 10 TVs.

2. **Zone 2 (Logo Ad):** This is an optional upgrade. Can display 15-second Image Only; displayed up to 50 TVs for \$99 per month.
3. **Zone 3 (Sidebar Ad):** This is an optional upgrade. Can display 15-second Image Only; displayed up to 50 TVs for \$399 per month. Vendor can pay an extra \$199/m to double the time of each ad or double the exposure on the same 50 TVs.
4. **Zone 4 (Footer Ad):** This is an optional upgrade. Can display 15-second Image Only; displayed up to 50 TVs for \$499 per month. Vendor can pay an extra \$299/m to double the time of each ad or double the exposure on the same 50 TVs.
5. **Zone 5 (Featured Ad):** This is an optional upgrade. Can display Video Only; displayed up to 50 TVs at a time for \$999/m. Each video will be 30 seconds. Pay \$699 more per 30-second increase. I.E. 1 minute is \$1,698 (\$300 savings per 30-second increment).

8. CONFIDENTIALITY

Vendor and Provider recognize and acknowledge that the software systems, including specifications, programs and documentation, the methods and data which Provider owns, plans or develops, whether for its own use or for use by its own clients, developments, designs, inventions and improvements, trade secrets and works of authorship are confidential and are property shared between Provider and Vendor. Vendor also recognize that Provider's customer lists, supplier lists, proposals and procedures are confidential and are the property of Provider. Vendor further recognizes and acknowledges that in order to enable Provider to perform services for its clients, those clients may furnish to Provider confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Provider depends upon, among other things, Provider and the Vendor keeping such services and information confidential. All of these materials and information including that relating to Provider's systems and clients, will be referred to below as "*Proprietary Information.*"

9. NON-DISCLOSURE

Vendor agrees that, except as directed by Provider, Vendor will not at any time, whether during or after association with Provider, disclose to any person or use, directly or indirectly, for Vendor's own benefit or the benefit of others, any Proprietary Information, or permit any person to examine or make copies of any documents which may contain or is derived from Proprietary Information, whether prepared by either Provider or otherwise coming into Vendor's possession or control. Vendor agrees that the provisions of this paragraph shall survive the termination of this Agreement and Vendor's association with Provider.

10. NON-COMPETITION

Vendor agrees that because of the confidential and sensitive nature of the Proprietary Information and because the use of, or even the appearance of the use of, the Proprietary Information in certain circumstances may cause irreparable damage to Provider and its reputation, or to clients of Provider, Vendor shall not, until the expiration of 36 months after the date on which this agreement is terminated for any reason, engage, directly or indirectly, or

through any corporation or associates in any business, enterprise or employment which directly solicits business, performs services or delivers goods that are competitive to Provider to any customer or client of Provider. Vendor agrees that this covenant is fair and reasonable.

11. INJUNCTIVE RELIEF

Vendor acknowledges that disclosure of any Proprietary Information by Vendor or breach of any of the covenants not to compete will give rise to irreparable injury to Provider, or clients of said Provider. Vendor also agrees that this injury to Provider, or clients of said Provider, would be inadequately compensated in money damages alone. Accordingly, Provider may seek and obtain injunctive relief against the breach, or threatened breach, of the disclosure of any Proprietary Information by guilty party, or breach by party of any of the covenants not to compete, in addition to any other legal remedies which may be available. Failure to comply with the terms provided in this agreement is a breach of contract and may result in the removal of Vendor and compensation for provided device(s) will be reimbursed by Vendor to Provider at full retail price. Provider is not in the business of manufacturing or installing devices and will not be held liable or responsible for any damages or injury that may incur from the device(s) directly or indirectly from the result of installation or device malfunction while in possession of the Vendor. Vendor assumes all responsibility of provided device(s) and in case of damage, injury or death to any guest(s) or personnel, Provider cannot be held responsible.

12. GENERAL

This Agreement contains the entire understanding between Provider and Vendor relating to the subject matter of confidentiality, work product and non-competition. This Agreement shall be governed by and construed in accordance with the laws of Texas and may be modified only by a writing signed by Vendor and Provider. Vendor hereby consents to the exclusive jurisdiction of the court in Victoria, Texas. The provisions of this Agreement relating to confidentiality and non-competition shall survive any termination of service agreement no less than 36 months after termination. Vendor also agrees to the Terms of Service policy provided on the TVAdSwap.com website, including future official terms on compensation and credit system.

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed on the date indicated above.

PROVIDER

VENDOR

Authorized Signature (Agent/Manager)

Authorized Signature

Print Name and Title

Print Name and Title