



TERM & CONDITIONS FOR VHN PROVIDERS

This legal agreement is made between You and Us (Agreement). Please read this Agreement carefully before contracting as a Provider for the Vitality Health Network, "Vitality".

Vitality provides a network of members to service providers in a wide range of health and "wellness" industries and a network of service providers to clients who pay an annual fee to be members of the Vitality Health Network.

DEFINITIONS In this Agreement:

"Commencement Date" means the date of the signing of this Agreement.

"Contract Year" means any successive period of twelve calendar months measured from the Commencement Date or any anniversary of such date.

"Intellectual Property Rights" means all present and future patent, copyright, confidential information, rights in designs, know-how, trademarks, service marks, trade and business names, domain names, trade secrets and any other similar rights in any country, whether registered or not and including all applications for such rights, throughout the world including all extensions and renewals.

"Member/s" means member/s of the Vitality Health Network as provided under this Agreement.

"Service Provider License" means the license granted under this Agreement by Vitality to Service Provider to utilize the Vitality Services to solicit Members for the Vitality Health Network and to accept the annual fee for an individual's membership

"Services" means the services that are to be provided by Service Providers to Members of the Vitality Health Network in accordance with this Agreement

"Vitality Services" means the benefits and services provided by Vitality to Service Providers in accordance with this Agreement.

"Vitality's Trademarks" means the designs, logos, insignias or other proprietary "marks" utilized by Vitality and held pursuant to Vitality's Intellectual Property Rights, as such marks may be utilized on Vitality marketing materials.

SERVICE PROVIDER LICENSE

License Grant. Vitality hereby grants to Service Provider and Service Provider hereby accepts, a non-exclusive, non-transferable right and license to use the Vitality Services solely in the manner provided in this Agreement, until the Term of this Agreement expires or is terminated pursuant to this Agreement.



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Non-Competition. Service Provider agrees that the Vitality Services are proprietary in nature and contain all the information required for usage by Service Provider and provider agrees to not solicit, divert or attempt to divert or take away any members of the Vitality network for the Service Provider or for any other person, entity or purpose.

Vitality's Trademarks. Except to the extent expressly authorized by Vitality, Service Provider shall not remove, delete or in any manner alter the proprietary designs or materials supplied by Vitality, Vitality's Trademarks or other Intellectual Property of Vitality, if any, appearing on the marketing materials as delivered to Service Provider. Service Provider shall use the Vitality's Trademarks solely in respect of Services that are of a high quality level. Vitality shall have the right to immediately terminate the Service Provider License if such quality level is not met, in Vitality's reasonable determination. Service Provider shall, whenever requested by Vitality, cease using the Services if the quality or specifications thereof are not high quality.

SERVICE PROVIDER'S OBLIGATIONS AND WARRANTIES

Service Provider warrants and agrees that it shall:

- offer a discount on services to all client/members of the Vitality Health Network. They will honor any discount advertised via the Vitality website to any member who presents a current membership card to their place of business;
- offer for sale Vitality Membership to any person for the exact price for the exact price established by Vitality;
- be responsible for providing all information and support to Members, in respect of the Services including, without limitation, handling customer inquiries and resolution of all basic problems relating to the Services they offer;
- promptly notify Vitality of Vitality Memberships sold by Service Provider by sending via fax or U.S. mail any Vitality Membership applications received by Service Provider on a daily basis or as such applications are received, whichever is less frequent;
- inform Vitality of any facts or opinions of which Service Provider becomes aware and which are likely to be relevant in relation to the Vitality Services, whether advantageous or disadvantageous to the interests of Vitality;
- conduct its business in a manner that will reflect favorably on the Vitality Services and on the good name and reputation of Vitality;
- not, by itself, or with others, give away a Vitality Membership "free of charge" to anyone without obtaining advanced written permission from Vitality
- not by itself, or with others, participate in any illegal, deceptive, misleading or unethical practices, including, but not limited to, disparagement of the Vitality Services or Vitality or other practices which may be detrimental to the Vitality Services or Vitality;



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- (whether alone or jointly, and whether directly or indirectly), not market, distribute, license, sell or use the Vitality Services in a manner other than as proscribed by this Agreement or in a manner that is competitive with, the Vitality Services, or to perform the same, or similar, function without Vitality providing the Vitality Services;
- not make any promises or representations, or give any warranties, guarantees or indemnities in respect of the Vitality Services except such as are expressly authorized by Vitality in writing;
- not use the Vitality Services for use in or in association with any activities which are prohibited under applicable State or Federal Law;
- pay the invoice for the Vitality memberships the Service Provider sold. Service Provider will retain 5-% of the annual membership fee and will promptly pay Vitality the other 5-% of the fee upon the receipt of the weekly invoice.

OWNERSHIP

Ownership. Vitality shall retain all rights, title and interest in and to the Vitality Services, Vitality's Trademarks and all Intellectual Property Rights. Service Provider shall not apply for or register as trademarks or domain names any trademarks or domain names identical or confusingly similar to the Vitality's Trademarks or other Intellectual Property Rights.

Improvements. In the event that Service Provider makes suggestions to Vitality regarding new features, functionality or performance ("Improvements") that Vitality adopts for the Vitality Services for general commercial release, such Improvements shall become the sole and exclusive property of Vitality.

TERM AND TERMINATION

Term of Agreement. the term of this Agreement shall begin on the Commencement Date and continue for an initial period of one (1) year, unless terminated earlier pursuant to the terms described in this section. Thereafter this Agreement shall automatically renew for additional periods of one (1) year, unless and until either party terminates the Agreement on no less than thirty (30) days written notice, such notice to expire on an anniversary of the Commencement Date.

Termination by either Party. Either party may terminate this Agreement immediately upon written notice to the other party if:

the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice from the other party specifying the breach and requiring the breach to be remedied;



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the other party has been dissolved or the Service Provider has discontinued business operations.

Termination by Vitality. Vitality may terminate this Agreement immediately upon notice to Service Provider if Service Provider engages in any activity that, in Vitality's opinion, materially or adversely affects Vitality's reputation including, without limitation, distributing promotion materials, implementing an email "spam" campaign, or making claims regarding Vitality's services that are not authorized by Vitality.

Effect of Termination. Termination of this Agreement shall not relieve Service Provider of its obligations to pay all fees that have accrued or are otherwise owed by Service Provider to Vitality or Service Provider's duty to provide Services to Members in accordance with this Agreement. In the event that Service Provider cannot or will not provide the agreed Services, Vitality shall have the right but not the obligation to assign Service Provider benefits to another service provider.

Handling of Services Upon Termination. Upon termination of this Agreement for any reason Service Provider shall (a) cease to offer or enter into new arrangements to provide the Services; and (b) return to Vitality or destroy all copies of the marketing or promotional materials in its possession or under its control within one (1) month after the end of the period referred to in (a) above and certify to Vitality within one (1) month from the end of that period that Service Provider has returned to Vitality any and all marketing materials supplied by Vitality. This requirement applies to copies in all forms, partial and complete, in all types of media, and whether or not modified or merged into other materials.

LIMITATION OF LIABILITY

Limitation and Remedy. Vitality's total liability to Service Provider, whether in contract, tort (including negligence) or otherwise in aggregate in respect of all claims arising in a Contract Year, shall not exceed the total fees paid to Vitality by Service Provider in the relevant Contract Year.

NOTWITHSTANDING THE STATEMENT ABOVE, VITALITY SHALL NOT BE LIABLE FOR ANY CLAIM IN RELATION TO ANY CONSEQUENTIAL, INCIDENTAL OR RESULTING DAMAGES; ANY LOSS OF PROFIT, REVENUES, GOODWILL, BUSINESS OPPORTUNITIES OR PURE ECONOMIC LOSS (IN EACH CASE WHETHER THE LOSS IS DIRECT OR INDIRECT); OR ANY CLAIMS MADE BY MEMBERS AGAINST SERVICE PROVIDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

INDEMNITY

Service Provider shall indemnify, protect, defend and hold Vitality harmless from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands proceedings and actions against it which arises from:

- any breach by Service Provider of its obligations under this Agreement;



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- any unauthorized act or omission of Service Provider or its employees in connection with the Services;
- the manner in which the Service Provider markets or provides the Services;
- the manner in which the Service Provider offers services to the Members or the general public.

FEES & MEMBER APPLICATIONS & MEMBERSHIP FEES

Fees - Service Provider will pay to Vitality or to Vitality's authorized partner or representative as notified to Service Provider by Vitality from time to time, an annual Fee in accordance with the Fee Schedule as shown on the Vitality website. Each provider will receive notice via e-mail of any revision on the annual fee before the renewal time of their Agreement with Vitality.

Membership Fees – Individual members shall pay a Membership Fee upon applying for a Vitality Membership in accordance as fees shown on the Vitality Health Network website. The Service Provider who sells the Vitality Membership may retain 50 % of the Membership Fee as compensation for procuring the member. Vitality will issue membership cards to members upon approval and confirmation of payment of the Membership Fee.

Service Provider shall be solely responsible for obtaining applications and payment from member applicants and for sending applications to Vitality via fax or U.S. Mail. Application forms shall be provided by Vitality to Service Provider (may be sent by Vitality either in hardcopy or electronic format).

Payment of the Fees shall be due upon signing up with Vitality as a Service Provider and renewal fees shall be due no later than 30 days after the end of the Term to which the Fees relate. The annual fee for a Service Provider is nonrefundable.

GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of laws.

Injunctive Relief. Each party acknowledges and agrees that any breach of its obligations with respect to Confidential Information and Intellectual Property Rights would cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, the party will be entitled to preliminary and permanent injunctive relief in any jurisdiction where damage may occur in addition to all other remedies available to it for any such breach.

Notices. Any notice under or in connection with this Agreement shall be in writing and shall be delivered by hand, or sent by first class post or by fax or e-mail as follows: if to Vitality, to P.O. Box 07311, Fort Myers, Florida 33919 or to fax number 239.314-0265