



Solutions Provider Agreement

For Individual Provider

New Affiliate Checklist:

Welcome to 365|Health & Wellness, Inc. & Wellness! To better assist you and to ensure proper requirements, please submit the following information prior to the approval of application.

Name/ Entity	
Name Co- Applicant	
Name Co- Applicant	
Address Line 1	
Address Line 2	
City, State, & Zip Code	
Email Address	
Telephone	
Telephone	
NPI	



Checklist (Fill in the boxes and submit all that apply):

- Copy of current License(s) and Certification(s)
- Copy of current State Driver's License
- Copy of Secretary of State filing (If applicable)
- Copy of Liability Insurance
- Years Provider experience:
- Current number of providers on staff (If applicable)
- Current client base: (# of patients per month)
- Current monthly revenues:

Any Special Qualifications or Considerations:

Internal use only:

- Background/Conflict check completed
- Can provide a minimum of 20 hours of availability weekly

Applicant ID _____ Date: _____

NOTICE: License Authorizations must be expedited per Executive Director.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") dated this [REDACTED] day of [REDACTED], 2023.

BETWEEN:

365 | Health & Wellness, Inc. of 535 County Rd 4851, Leonard, Texas 75452
(the "Company")

OF THE FIRST PART

- AND -

NAME, SOCIAL SECURITY NUMBER OR EIN (SSN) or (EIN):

[REDACTED]

(the "Consultant" or "Provider")

OF THE SECOND PART

BACKGROUND:

1. The Licensee is currently or may be employed as a Consultant with 365 | Health & Wellness, Inc. for the position of: Consultant/Coach. In addition to this responsibility or position (the "Employment"), this Agreement also covers any position or responsibility now or later held with the Employer.
2. The Consultant will receive from the Employer, or develop on the behalf of the Employer, Confidential Information as a result of the Employment (the 'Permitted Purpose').

IN CONSIDERATION OF and as a condition of the Employer employing the Consultant and the Employer providing the Confidential Information to the Consultant in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. The Consultant acknowledges in any position the Consultant may hold, in and as a result of the Consultant's employment by the Employer, the Consultant will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Employer and which information is the exclusive property of the Employer, including, without limitation:
 - a. 'Confidential Information' means all data and information relating to the business and management of the Employer, including proprietary and trade secret technology and accounting records to which access is obtained by the Consultant, including Work Product, Production Processes, Other Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, and Customers. Confidential Information will also include any information that has been disclosed by a third party to the Employer and governed by a non-disclosure agreement entered into between the third party and the Employer. Confidential Information will not include information that:
 - i. is generally known in the industry of the Employer;
 - ii. is now or subsequently becomes generally available to the public through no wrongful act of the Consultant;
 - iii. the Consultant rightfully had in his possession prior to the disclosure to the Consultant by the Employer;
 - iv. is independently created by the Consultant without direct or indirect use of the Confidential Information; or;
 - v. the Consultant rightfully obtains from a third party who has the right to transfer or disclose it.
 - b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development;
 - c. 'Production Processes' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
 - d. 'Other Proprietary Data' means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - e. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements),

- purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer's business;
- f. 'Computer Software' means all sets of statements, instructions or programs, whether in human readable or machine-readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
 - g. 'Computer Technology' means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
 - h. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being discussed; and
 - i. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Employer.

Obligations of Non-Disclosure

2. Except as otherwise provided in this Agreement, the Consultant must not disclose the Confidential Information.
3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Employer and will only be used by the Consultant for the Permitted Purpose. The Consultant will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Employer or any of its affiliates or subsidiaries.
4. The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Consultant in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of three (3) years from the date of such expiration or termination.
5. The Consultant may disclose any of the Confidential Information:
 - a. to such of his employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 - i. the Consultant has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Consultant;
 - iii. the Consultant agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Consultant agrees to be responsible for and indemnify the Employer for any breach of this Agreement by his personnel.
 - b. to a third party where the Employer has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

6. It is understood and agreed that any business opportunity relating to or similar to the Employer's current or anticipated business opportunities coming to the attention of the Consultant during the Consultant's employment is an opportunity belonging to the Employer. Accordingly, the Consultant will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.
7. Without the written consent of the Employer, the Consultant further agrees not to:
 - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Employer; and
 - b. directly or indirectly, engage or participate in any other business activities which the Employer, in its
 - c. reasonable discretion, determines to be in conflict with the best interests of the Employer.

Non-Competition

8. Other than through employment with a bona-fide independent party, or with the express written consent of the Employer, which will not be unreasonably withheld, the Consultant will not, during the continuance of this Agreement or within one (1) year after the termination or expiration, as the case may be, of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Employer that the Consultant was working during any time in the last year of employment with the Employer.
9. For a period of one (1) year from the date of termination or expiration, as the case may be, of the Employment, the Consultant will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employment.

Ownership and Title

10. The Consultant acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Consultant specifically agrees and acknowledges that the Consultant will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Consultant may have created or contributed to the creation of the same.
11. The Consultant does hereby waive any moral rights that the Consultant may have with respect to the Confidential Information.
12. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks or copyrights for which:
 - a. no equipment, supplies, facility or Confidential Information of the Employer was used,
 - b. was developed entirely on the Consultant's own time, and
 - c. does not:
 - i. relate to the business of the Employer,
 - ii. relate to the Consultant's actual or demonstrably anticipated processes, research or development or
 - iii. result from any work performed by the Consultant for the Employer.
13. The Consultant agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Consultant during the term of the Employment and to assign to the Employer any right, title or interest the Consultant may have in the Confidential Information. The Consultant agrees to execute any instruments and to do all other things reasonably requested by the Employer (both during and after the term of the Employment) in order to vest more fully in the Employer all ownership rights in those items transferred by the Consultant to the Employer.

Remedies

14. The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Employer. Accordingly, the Consultant agrees that the Employer is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

15. The Consultant agrees that, upon request of the Employer, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Employment, the Consultant will turn over to the Employer all documents, disks or other computer media, or other material in the possession or control of the Consultant that:
 - a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. is connected with or derived from the Consultant's services to the Employer.

Notices

16. In the event that the Consultant is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Consultant will give to the Employer prompt written notice of such request so the Employer may seek an appropriate remedy or alternatively to waive the Consultant's compliance with the provisions of this Agreement in regards to the request.
17. If the Consultant loses or makes unauthorized disclosure of any of the Confidential Information, the Consultant will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

18. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
19. The address for any notice to be delivered to any of the parties to this Agreement is as follows:
 - a. 365 | Health & Wellness, Inc.
Provider Solutions
535 County Rd 4851
Leonard, Texas 75452

NAME & ADDRESS

Representations

20. In providing the Confidential Information, the Employer makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

21. This Agreement will automatically terminate on the date that the Consultant's Employment with the Employer terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

22. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

23. This Agreement may only be amended or modified by a written instrument executed by both the Employer and the Consultant.

Governing Law

24. This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

General Provisions

25. Time is of the essence in this Agreement.
26. This Agreement may be executed in counterparts.
27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
28. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
29. The Consultant is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Consultant.
30. The Employer and the Consultant acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Employer and the Consultant that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Consultant to give the Employer the broadest possible protection against disclosure of the Confidential Information.
31. No failure or delay by the Employer in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
32. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Consultant.
33. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

(Signature on next page)
NDA SIGNATURE PAGE

IN WITNESS, WHEREOF 365 | Health & Wellness, Inc. and Provider have duly affixed their signatures under hand and seal on this [redacted] day of [redacted], 2023.

Print Name: [redacted]

Payor: 365 | Health & Wellness, Inc.

By: *Benjamin Mooney*

Title: President

Signature: [redacted]

IN-NETWORK PROVIDER AGREEMENT

THIS PROVIDER OF SERVICE AGREEMENT (the "Agreement") is dated this [REDACTED] day of [REDACTED], 2023.

This Provider Agreement ("Agreement") is entered into by and between 365|Health & Wellness, Inc., ("365|Health & Wellness, Inc." or "Company") and [REDACTED] ("Provider"). Provider hereby agrees that services provided with the Company shall be pursuant to the terms and conditions set forth in this Agreement.

1. **In-Network At-Will.** Provider acknowledges and agrees that consultation services with the Company are "at-will" meaning that the Company may terminate the relationship at any time and for any reason. Company may terminate Provider relationship with or without cause, and with or without any prior notice to Provider. Neither changes in compensation, favourable performance reviews, bonuses, granting of stock options or any other conduct of the Company shall in any way change the at-will relationship. Provider understands that only the President or CEO of the Company has the authority to modify the at-will relationship which only may be done in writing and signed by the President or CEO of Company.
2. **Duties and Responsibilities.**
 - 2.1 **Position.** Provider is certified and licensed with the Company as a Professional Health Counsellor (PHC) in any specific qualified Lifestyle Solution specialty. As a Professional Health Counsellor, Provider duties and responsibilities consist of soliciting prospective clients to enter into an agreement with the Company for a wellness program(s), health education, physical, behavioural, fitness, nutrition, (etc.); Provider is required to follow the procedures set forth in the detail description of a PHC, which may be amended by the Company from time to time.
 - 2.2 **Timely Return of Records.** Provider is required to accurately complete, maintain, and submit all client management records through the appropriate systems which identify and record all works by Provider. Records should be completed and submitted each day. If Provider fails to properly submit timely review of complete client/patient records and submissions this may conclude fair termination of the Provider agreement. Additionally, failure to properly complete timely submissions of records to the Company may delay the calculation and cause incorrect payment calculations.
3. **Compensation.**
 - 3.1 **Compensation.** Provider shall be paid on a Net/30 basis. Payment for claim and service submissions are to be paid within 30 days of the service claim submission in USD (\$) featuring all respective Automated Clearing House (ACH) and completed billing/claims transactions, commissions, and bonus if earned.
 - 3.2 **Commission.** Provider shall be eligible to earn a commission for the clients for whom Provider is responsible for placing a qualified product sale. Commission shall be payable to Provider pursuant to the terms of the compensation plan attached hereto and incorporated herein by references such as Exhibit "A" which may be amended by the Company from time to time.
 - 3.3 **Bonus.** A Provider may be eligible for a bonus based on a variable rate scale. The eligibility requirements and bonus scale may change from time to time without prior notice. The current rate scale and bonus is attached hereto as Exhibit "A" and incorporated herein by reference.

MY PROVIDER RELATIONSHIP

I acknowledge that 365|Health & Wellness, Inc. may terminate me as a Provider at any time for any reason, or for no reason at all at the option of either the Company or myself. I further acknowledge that no one at 365| Health, other than its CEO or Chairman, has the authority or legal ability to modify the nature of my Provider status. The CEO or Chairman can do so only through a written agreement signed by both me and the CEO or Chairman. I further acknowledge that I have been given the opportunity to discuss the issue of my Provider status with the Company.

CONFIDENTIAL NATURE OF WORK

I am aware that as a Provider with 365|Health & Wellness, Inc. ("the Company"), I may have access to private or confidential information regarding the Company, its members (customers), employees and business partners. I understand that I have a duty to protect the confidentiality of such information and to ensure its non-disclosure to other individuals or entities at all times.

In particular, all records and information relating to the Company, its members, employees, and business partners are considered confidential. No information, including without limitation, documents, notes, files, records, oral information, computer files, employee data, member credit card or banking information, member addresses and phone numbers or any similar materials may be reproduced or removed from the Company's premises without the express permission from the Company (except in the limited circumstances where it is necessary in the ordinary course of performing duties on behalf of the Company).

Additionally, the contents of records or information regarding the Company's business and its members, employees and business partners may be disclosed to anyone, except where required for a business purpose or

where the records or information have previously been disclosed to the public. Consultants must not disclose any confidential information, including user IDs and passwords used to access secure data and programs, or perform special functions related to their job, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company. Providers who are unsure about whether specific information they may have access to is considered, must ask their supervisor or Human Resources for clarification.

Providers will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of confidential nature.

My signature below acknowledges that I have read, understand and agree to the 365 | Health & Wellness, Inc. confidentiality policy as stated above. If I have any questions or any part of this policy is unclear to me, I will ask my supervisor, department manager, or Human Resources.

RECIPT OF PROVIDER HANDBOOK/RESOURCES

This is to acknowledge that I have received a copy of the Company handbook. I understand that it contains important information on the Company's general personnel policies and on my privileges and obligations as a Provider. I acknowledge that I am expected to read, understand and adhere to these policies, and that I am governed by them. I understand that this handbook also applies to Providers of any and all subsidiaries and affiliated companies of 365 | Health & Wellness, Inc. I further understand that the handbook is not a binding contract, but provides guidelines concerning the application of the Company's policies and benefits to me. I understand that this Handbook may supersede all prior versions issued and for a complete Code of Ethics I must refer to https://www.dshs.texas.gov/counselor/lpc_ethics.shtm.

RECIPT OF SEXUAL HARASSMENT NOTICE

I further acknowledge that I have reviewed the terms of the General Harassment Policy which discusses a variety of issues relating to sexual harassment in the workplace under SECTION §681.42. Sexual Misconduct at https://www.dshs.texas.gov/counselor/lpc_ethics.shtm.

NOTICE AND CONSENT TO RECORDINGS

Please allow this notice to confirm in writing that you have been advised that your conversations and actions while working at 365 | Health & Wellness, Inc. ("Company") may be recorded by audio or video in the future without further notice. Such recordings will typically be done as part of our Provider monitoring and/or ongoing training process, with the goal of helping our providers develop their sales and customer service skills. However, these recordings may occur for other reasons as well. It is through such training and monitoring that we hope to make you a more confident and successful provider who represents Company in a professional manner at all times.

Please sign below to acknowledge your receipt of this notice and your understanding that your conversations on the phone or in public areas of the workplace may be recorded.

BACKGROUND CHECK CONSENT

I understand and agree that as a condition of my Provider approval, 365 | Health & Wellness, Inc. may ask me to consent to a background check by a third-party agency. This will be required based on the Provider or position(s) held or sought, state of Provider and other business circumstances.

ARBITRATION OF CLAIMS

As a condition of the applicant Provider with 365 | Health & Wellness, Inc. ("Company"), you must read and sign the following In-Network Provider Terms ("Agreement"). Included with this Agreement are the *Dispute Resolution Rules and Procedures*. You should familiarize yourself with these rules and procedures prior to signing the Agreement. If the Rules and Procedures are not attached with this Agreement, you must request a copy from a Company representative prior to signing the Agreement. You will note that if you sign at this time, you do have seven (7) days to withdraw your consent, which will necessarily withdraw your professional relationship with us as well.

365 | Health & Wellness, Inc. DISPUTE RESOLUTION AGREEMENT

I recognize that differences possibly may arise between me and Company including its consultants, employees, agents, officers, related companies, affiliates and all persons acting by and through them (hereafter the "Company") during the application process or my professional practice with the Company. I recognize that it is in the interest of both me and the Company that disputes be resolved in a manner that is fair, private, expeditious, economical, final and less burdensome or adversarial than court litigation. Therefore, the Company and I mutually consent to the resolution by arbitration of all claims or controversies described below, past, present, or future, whether or not arising out of or related to my application, professional practice, employment, or its termination, that the Company may have against me or that I may have against the Company, its consultants, officers, directors, employees or agents, including all parent, subsidiary and affiliated entities, as well as their successors and assigns.

By way of example only, such claims include claims under federal, state and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Uniformed

Services Employment and Reemployment Rights Act, the law of contract and law of tort. I further understand that I still may file administrative charges with the Equal Employment Opportunity Commission or similar federal, state or local agency, but that upon receipt of a right-to-sue letter or similar administrative determination, I shall arbitrate any claim that I may have against the Company.

I understand that if I do file a lawsuit regarding a dispute arising out of or relating to my candidacy as Provider (including its terms or compensation) or the cessation as Provider, the Company may use this Agreement to request the court to dismiss the lawsuit and require me instead to use arbitration pursuant to the Federal Arbitration Act, including, but not limited to, 9 U.S.C. § 9.

I understand that the only exemptions to our mutual agreement to arbitrate are: (1) I still may exercise my rights under the National Labor Relations Act (NLRA) and file charges with the NLRA; (2) claims for workers' compensation and unemployment compensation benefits are not covered by this agreement; (3) claims by either party for injunctive relief pending arbitration as provided by applicable state law; (4) claims that would not be actionable in a court of law; and (5) claims that could be brought in small claims court (or its equivalent) in the state in which I am Consulting or employed.

I understand that I must file a claim for arbitration within (i) one year of the day on which I know or, through reasonable diligence, should have known of the facts giving rise to my claim, or (ii) the applicable limitations period, whichever occurs later. I further understand and agree that any arbitration under this Agreement, will be conducted in accordance with the "Dispute Resolution Rules and Procedures."

I further understand that all claims I bring must be brought only in my individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

This Dispute Resolution Rules and Procedures affect your legal rights. You may wish to seek legal advice before signing this Dispute Resolution Agreement.

I have read this agreement and understand that I should read the Dispute Resolution Rules and Procedures. I understand that I may withdraw my consent to this agreement within seven (7) days from the date on which I sign below by notifying the Human Resources Department in writing that I am withdrawing my provider application with Company. The notification must be hand delivered or mailed to the following address and post-marked on or before the seventh day from the date on which I signed:

365 | Health & Wellness, Inc.,
Provider Solutions
535 County Road 4851
Leonard, Texas 75452

I understand that by so notifying the Provider Solutions Department, I will not be bound to this Agreement and that I no longer will be eligible as a Provider with the Company. I recognize that if I sign the Agreement and do not withdraw within seven days of signing, I will be required to arbitrate all claims which I may have against the Company, whether or not I become a Provider of the Company.

I further understand that the Company's offer of Provider and my Provider License itself is conditioned on my signing this Agreement and I hereby agree as a condition of my continued Provider License to sign this Agreement on request if I have begun my Provider License without having first signed.

I AGREE AND ACKNOWLEDGE RECIEPT OF THE DISPUTE RESOLUTION RULES AND PROCEDURES.

I AGREE THAT I WILL RESOLVE ANY AND ALL CLAIMS OR CONTROVERSIES BETWEEN ME AND THE COMPANY EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN MY INDIVIDUAL CAPACITY BEFORE A NEUTRAL ARBITRATOR INSTEAD OF ANY COURT ACTION OR JURY TRIAL WHICH II HEREBY EXPRESSLY FOREVER GIVE UP:

365 | Health & Wellness, Inc., agrees to follow this Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures in connection with the Provider whose signature appears above.

"Company"
365 | Health & Wellness, Inc.,
By: *Benjamin Mooney*
Title: President

"Provider" or "Consultant"

Print Name: _____

Signature: _____

Date: _____

We provide the products, services, and resources that effectively acquire and maintain a healthy Lifestyle.
-365 | Health & Wellness, Inc.

Health Education and the Lifestyle Solution (LS365)

Lifestyle Solution (LS365) is a hybrid-wellness, nutrition, flexibility/corrective exercise, cardio, core and total body resistance training program that simplifies all the components of healthy living. This twenty-eight week "plug and play" program establishes desired results. The Lifestyle Solutions' guide, tools, and coaching resources will deliver every nuance of this comprehensive solution simplifying the *Critical 6* components of your daily, weekly, and annual personal wellness, health and fitness.

The Critical 6

S.O.S. the Simple Optimal Solution module for wellness is a concrete approach to optimal detoxification, organ, and immune system wellness that is ideal for your daily, weekly, and annual optimal physical health for today and years to come.

B.N.C. the Balanced Nutrient Consumption program NEVER talks about calories, fat, or "points"! The primary focus of the LS365-BNC Solution is in the precise needs of your body's progress and goals. Balance Nutrient Consumption is a unique system that focuses on the solutions instead of the problems, overcoming nutrient deficiency and its related diseases permanently.

P.C.T. the Progressive Cardio Training module is a "get started now" systematic means of establishing effective cardiorespiratory health and complies with the respective parameters set forth by the American Heart Association.

FLEX-101 this systematic approach and practical application of proper flexibility and corrective exercise techniques provides you with optimal performance and development of all of your body's muscles.

F.C.T. the Functional Core Training module, consisting of four (4) core muscle development phases, delivers results that have proven to prevent future injuries in both life and fitness training, increase physical performance ability, and achieve positive physical adaptation week over week, month over month, and year after year.

F.I.T. the Functional Integrated Training strength and resistance training module complies with, and expounds upon, the parameters set forth by the top three most highly accredited national certification boards in Personal Fitness Training. Namely, the National Exercise and Sports Trainers Association (N.E.S.T.A.), the National Academy of Sports Medicine (N.A.S.M.), and the National Council on Strength and Fitness (N.C.S.F.). This seven (7) phase workout and resistance training module features built in safety and progression parameters that are easy to understand and execute effectively.

Health Solutions and the Milestones Solution

The Milestones Solution (MS) offers e-training, telephone counseling, and visits with a Professional Health Counselor/Coach that offers Lifestyle Solutions in weight-management, personal health management, fitness, and much more. A comprehensive Lifestyle Solutions program of skill-building in dietary and exercise habits under the guidance of a registered dietitian, a trained professional health coach, or exercise specialist achieves realistic goals, rather than failing to achieve what are nearly impossible goals.

Professional Health Counselors (PHC) All of our Professional Health Counselors go through a Master's Certification Program in turn providing a variety of specializations. We also work with Nutritionists, Registered Dietitians, Registered Nurses, Occupational Therapists, Behavioral Therapists, and more. We want to ensure you receive the best quality service!

Composition Analysis Screenings (CAS) & Health Fitness Orientation (HFO) Through our programs, composition analysis is done every 2-4 weeks which helps detail the changes each individual need in their customized training to reach their goals. Furthermore, through those Solutions, a timeline is made much more achievable. The capability of outlining health wellness success has never been made so easy!

Functional Integrated Training Camp (F.I.T. Camp) provides an enjoyable and group fitness atmosphere. Get fit, be motivated, motivate others, set new fitness records, or compete with friends! Every four (4) weeks a new phase of challenges begins all over again to make you the BEST YOU! Success is set by the "5 Star Fitness Standards.

Employee Wellness Solutions includes all of the above solutions featuring FIT Camps, Milestones Solutions, Health Fitness Orientations, Composition Analysis Screenings, LS365-Lifestyle Solutions, and much more, all performed by thoroughly credentialed and qualified healthcare providers and Professional Health Counselors.

NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT**Terms of Use and End Users License Agreement**

The following software and subscription services are being provided to you by LS365-Lifestyle Solutions ("Solutions"), on behalf of 365 | Health & Wellness, Inc. ("Company") As such, by agreeing to access such software and services, the end user ("Client") hereby agrees to abide by the terms and conditions outlined below vis a vis Client and SOLUTIONS in addition to any terms and conditions agreed to by and between Company and Client pursuant to a previously entered into Client Purchase Agreement ("Agreement"). In the event of any conflict between a previously entered into Agreement by and between Company and Client and these terms and conditions, the terms and conditions of the Agreement shall control.

By subscribing to Solutions, you become a CLIENT of Solutions. Company offers services to you, the CLIENT, conditioned on your agreement to adhere to the following Terms of Use without modification or reservation of any kind.

CLIENT's agreement with Solutions and/or use of Company's services constitutes CLIENT's unconditional acceptance to these Terms of Use. These Terms of Use are subject to change by Solutions, in its sole discretion, at any time, without prior notice by posting upon its website.

Based upon the CLIENT's agreement to adhere to, and fully comply with, these Terms of Use, Solutions grants and conveys to the CLIENT, during the term of CLIENT's valid subscription, a non-exclusive, non-transferable license to use the data, information and services provided through the Solutions website and resources subject to the License Restrictions set forth hereafter.

License Restrictions

CLIENT represents, warrants, affirms and agrees that the data, information and services provided by Solutions to CLIENT will only be used by CLIENT and that CLIENT will not permit or allow the data, information and services to be used by an agent, representative, consultant, officer, director, shareholder, parent organization, subsidiary organization, third party or any other person or entity unless CLIENT has the appropriate subscription allowing such expanded use. CLIENT further represents, warrants, affirms and agrees that CLIENT will not transfer, sell, convey, use, resell or sublicense any data, information or services provided by Solutions to CLIENT in any medium, form, manner or format whatsoever, for any purpose including, but not limited to the following:

1. Use other than CLIENT's own personal use, i.e. no commercial purpose or use is permitted;
2. Reproduction, reformatting, publication, distribution or dissemination associated with any service or product provided or made available to any third party;
3. Marketing or telemarketing uses;
4. World wide web, Internet or online uses;
5. Health & Fitness valuation models, programs or systems;
6. Inclusion or in combination with any other service or product of any kind;
7. Extracting, selecting or drawing out any data element for any use;
8. Wellness, Health & Fitness evaluation, assessment;
9. Training/Coaching evaluation and/or training, lessons;
10. Evaluating risk, marketing sale of products of any kind, including but not limited to life, health, long-term-care, disability, casualty, umbrella, physical or property;
11. Marketing or sale of legal goods and/or services of any kind, including but not limited to rehabilitation, performance, training, coaching, or instruction unless CLIENT has the appropriate subscription allowing such expanded use.

Proprietary Rights

CLIENT represents, warrants, affirms and agrees that the data, information, services and Solutions name are proprietary information and property of Solutions, its suppliers and/or affiliates and are protected by copyright, trademark, trade name and other proprietary rights. CLIENT's license only allows CLIENT to use the data, information and services subject to the express limitations and restrictions provided for in these Terms of Use during the term of CLIENT valid subscription.

Consequences of Non-Compliance with Terms of Use

At any time that Solutions believe, in its sole discretion, that CLIENT has violated any term, condition, restriction, permitted use or limitation provided in these Terms of Use, Solutions may immediately terminate CLIENT's license and CLIENT's sole remedy shall be to receive a pro rata refund of the monthly subscription/license fee paid by CLIENT for the remaining days of the then current month of prepaid fees.

Terms of Subscription

The term of CLIENT's subscription is a period of 28 days (4 weeks), and automatically renews every 28 days (4 weeks) until terminated by CLIENT or Solutions.

Termination

Solutions reserves the right to cancel subscription services and this license to any CLIENT at any time for any, or

no reason whatsoever, without recourse to CLIENT beyond a pro rata refund of the monthly subscription/license fee paid by CLIENT for the remaining days of the then current month of prepaid fees.

The CLIENT may cancel the CLIENT's subscription at any time. All fees due to Solutions up to the end of the then current monthly billing cycle at time of termination shall remain payable to Solutions. CLIENT may still be responsible for remainder of fees due to complete subscription agreement.

The CLIENT may terminate contract any one of three ways:

1. By e-mailing a cancellation request to Solutions support at least twenty-eight (28) days prior to the desired cancellation date and providing CLIENTS account number.
2. By faxing a cancellation request to Solutions at least twenty-eight (28) days prior to the desired cancellation date.
3. By mailing a cancellation request at least twenty-eight (28) days prior to the desired cancellation date to Solutions Cancellations Department.

Survival of Terms

The License Restrictions and Proprietary Rights described herein survive any termination of this agreement and/or CLIENT's subscription.

CLIENT Services

Solutions allows CLIENTS to submit requests for record information obtained from independent third-party health and fitness and other related service providers. CLIENTs agree to supply Solutions with information about themselves and the property they want to inquire about. Solutions will use this information to provide certain details to CLIENT concerning and in response to CLIENT's request for information.

CLIENT affirms that all of the information CLIENT provides to Solutions, whether online or otherwise, is accurate and complete. CLIENT also agrees to update Solutions with current and accurate information, if at any time the information CLIENT provided to Solutions changes, Solutions reserves its right to terminate or suspend access to SOLUTIONS's services to any CLIENT whose information Solutions believes, at Solutions' sole discretion, to be inaccurate or misleading.

Solutions may from time to time offer eligible CLIENTs promotional opportunities. Not all CLIENTs may be eligible to receive all promotional opportunities.

OTHER SERVICE PROVIDERS – NONLIABILITY OF LS365-LIFESTYLE SOLUTIONS

From time to time Solutions may include on its websites, software, or service, third-party Service Providers. Solutions post these services as a service to its CLIENTs. Solutions is not responsible for and makes no warranty or representation as to the quality or performance of the services offered by or through these other Service Providers. It is the CLIENT's responsibility, and Solutions encourages this for all CLIENTs, to independently investigate the qualifications of each Services Provider and to carefully review each Service Provider offer prior to entering into any engagement or transaction.

Solutions is not responsible or liable for any acts or omissions created or performed by these other Service Providers. Solutions' websites, software, or service, may contain links to websites maintained by third-party Service Providers. Such links are provided for CLIENT convenience and reference only. Solutions do not operate or control, in any respect, any information, soft-ware, products or services available on such websites. Solutions' inclusion of a link to such websites does not imply any endorsement, warranty, guarantee or recommendation of these websites, contents, products or services of the sponsoring organization.

Third-Party Content and Screening

Solutions is a data aggregator of content supplied by third parties and CLIENTs and as such does not have editorial control over the statements, or other content provided, expressed or implies by third parties. Solutions does reserve the right, but is not obligated, to screen and review any content provided to Solutions and remove or edit any content, if it does not comply with laws, rules or regulations, or for any other reason Solutions deems relevant.

Modification of Solutions Services

Solutions reserves the right to modify or discontinue any service, portion or attribute thereof, and the offering of any information with or without notice to any CLIENT. Solutions is not liable to any CLIENT in the event that Solutions exercises its right to modify or discontinue any service.

PAYMENT OF CHARGES

A. Solutions currently charge a monthly subscription fee. The monthly subscription fee is calculated from the day of the month that the CLIENT's paid Subscription commences. The CLIENT authorizes Solutions to, and the CLIENT agrees that Solutions may, charge to the CLIENT's credit card, debit card or bank account, in advance, the CLIENT's regular monthly Subscription fee for each month of the CLIENT's regular monthly Subscription on a recurring basis. The CLIENT authorizes Solutions to, and the CLIENT agrees that Solutions may, modify and/or change the monthly Subscription fee charges to the CLIENT upon thirty (30) days' notice to the CLIENT sent by e-mail to

CLIENTS e-mail of record on file with Solutions. The monthly Subscription fee is non-refundable and accrues until canceled whether or not the CLIENT accesses the databases.

B. On Time Payment

The CLIENT is required to pay all charges on time and agrees to submit an accompanying payment authorization in connection with these charges when requested by Solutions Credit card transactions require an acceptable and currently working/continuously valid credit card number/account. Solutions may terminate or disable the CLIENT's participation in Solutions services if the CLIENT fails to pay fully and in a timely manner any and all amounts due to Solutions. If the CLIENT's credit card expires or is otherwise declined for payment, access to Solutions services and websites can be modified or suspended without notice to the CLIENT. Solutions may, if necessary, extend the expiration of your credit card in order to assure continued service. If any CLIENT payment is more than thirty (30) calendar days past due, a monthly late fee in the amount of 1.5% of the past due amount or the maximum allowable by law, whichever is less, **shall** accrue per month, and the entire amount of unpaid charges and/or any other outstanding balance (if any), plus this assessment, will become immediately due and payable. The CLIENT shall pay all costs of collection, including legal fees, incurred in connection with the use of information, content, goods, products or services that are provided at an extra cost. All fees are quoted and payable in United States Dollars (\$). The CLIENT is also responsible for paying all applicable taxes for information, content, goods, products or services and any other costs incurred in connection with the use of or access to Solutions and Solutions services.

C. Payment Methods

The CLIENT's complete billing address and telephone number must be provided to process payments. Solutions accept major credit cards including Visa, MasterCard, Discover, and American Express and may accept bank drafts, including personal checks, money orders, cashier's checks, and company checks sent by mail. Solutions may charge a fifty-dollar (\$50.00) handling fee, or maximum allowable by law, whichever is less, for each check returned unpaid for insufficient funds or any other reason.

D. Account Discrepancies

A CLIENT may contact Solutions Customer Service by e-mail as listed or telephone as listed concerning charges or other questions regarding the status of the CLIENT's Account. However, if the CLIENT's account questions are not satisfactorily resolved within fifteen (15) business days of CLIENT's calling or sending an e-mail, and in no event later than sixty (60) days after a questionable account billing or other discrepancy should have been discovered, the CLIENT must write to the Customer Service Department as listed, delivered by United States mail or by fax as listed. Otherwise, any and all such CLIENT complaints are irrevocably waived.

DISCLAIMER AND LIMITATIONS

Solutions make every attempt to ensure that the information contained in its service is accurate and reliable; however, errors sometimes occur. Solutions does not guarantee the accuracy of the information contained in this service and instructs you to independently verify the accuracy of the information provided. In addition, Solutions may make changes and improvements to the information provided herein at any time. THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH THEM ARE PROVIDED "AS IS." LS365-LIFESTYLE SOLUTIONS, ITS SUPPLIERS, PROFESSIONAL SERVICE PROVIDERS, THIRD-PARTY CONTENT PROVIDERS AND OTHER SERVICE PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCT, GOOD AND/OR SERVICE PROVIDED THEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BY THE CLIENT'S USE OF LS365-LIFESTYLE SOLUTIONS SERVICE, THE CLIENT AGREES AND ACKNOWLEDGES THAT THE CLIENT'S USE OF ALL SOLUTIONS INFORMATION, SOFTWARE, PRODUCTS, GOODS AND/OR SERVICES PROVIDED IN, BY OR THROUGH LS365-LIFESTYLE SOLUTIONS AND/OR ITS WEBSITES IS AT THE CLIENT'S OWN RISK. LS365-LIFESTYLE SOLUTIONS AND/OR ITS SUPPLIERS AND PROVIDERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY INCLUDING DEATH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF LS365-LIFESTYLE SOLUTIONS'S SERVICE OR WITH THE DELAY OR INABILITY TO USE ITS WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, GOODS AND/OR SERVICES OBTAINED THROUGH THE WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER OR NOT THE CLIENT KNOWS, SUSPECTS OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CLIENT, IF THE CLIENT RESIDES IN SUCH A JURISDICTION.

INDEMNITY

As a condition precedent to the use of the Solutions service and/or websites of Solutions, the CLIENT agrees to defend and indemnify LS365-Lifestyle Solutions and its employees, agents and/or Service Providers from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting

from CLIENT's use of Solutions' solutions service, including without limitation, any claims alleging facts, that if true, would constitute a breach by CLIENT of this Agreement by the CLIENT.

Choice of Law: This Agreement shall be deemed to have been made in the State of Texas. In any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Jurisdiction: All actions brought hereunder, whether at law or in equity, shall be brought in Texas state courts or federal courts located in the state of Texas. CLIENT consents to jurisdiction in the state of Texas and expressly waives any jurisdiction privileges which may be asserted in connection with this Agreement.

MISCELLANEOUS TERMS

This Agreement may not be modified except by in writing signed by both parties.

1. A party's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
2. Reservation of Rights. Solutions reserves all rights not expressly granted to you in this license agreement.
3. This agreement shall be deemed as being jointly drafted and not construed in favor of or against any party.

CONSENT

I have carefully read and considered all provisions of this Agreement and agree that all of the terms set forth are fair and reasonable. I acknowledge and warrant that I unconditionally consent to all of the terms of this Terms of Use Agreement.

BY INSTALLING AND/OR UTILIZING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR UTILIZE THE SOFTWARE/SUBSCRIPTION.

Provider Licensee Commitment

Print Name: _____

Signature: _____

Date: _____

Terms and Conditions of Utility License to Operate LS365-Lifestyle Solutions Patent(s), Trademark(s), Copyright(s)

- I, said Licensee (and including but not limited to staff), hereby understand and agree that I am purchasing a license to operate and utilize LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property solely and strictly inside the physical operating perimeters (P.O.P.) of said agreed license location.
- I, said Licensee (and including but not limited to staff), hereby understand and agree that said license to operate and utilize LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property will be done solely and strictly in the manor specifically set forth by LS365-Lifestyle Solutions.
- I, said Licensee (and including but not limited to staff), understand and agree that I am in no way, shape, or form purchasing ownership of said license to operate and utilize LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property.
- I, said Licensee (and including but not limited to staff), understand and agree that any operation(s) or utilization of licensed LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property outside of said terms and conditions will be deemed of violation of a legally binding document and may be consequential to criminal violation.
- I, said Licensee (and including but not limited to staff), understand and agree that above violation may be penalized by immediate termination of any and all individuals(s) responsibly involved in such activity and therefore may also be grounds of legal, civil, monetary, and/or criminal penalty allowable by respectable state and federal penal code(s).
- I, said Licensee (and including but not limited to staff), understand and agree to comply with the specific business module, plan, and alliance objectives of LS365-Lifestyle Solutions.

BY SIGNING BELOW THE PROVIDER UNDERSTANDS AND FULLY AGREES TO ALL TERMS, INCLUDING:**In-Network Provider Credentialing Acknowledgement**

Provider acknowledges that an annual professional credentialing fee of \$ 199.99 is required. The Provider understands that this credentialing fee is allocated to properly establish they are registered with the appropriate boards and institutions relating to the scope of their profession. Initial:

Provider Utility License Acknowledgement

Provider acknowledges the LS365-Lifestyle Solutions Utility License includes an installation fee of \$ 149.00 issued for a term of 1(one) year with an annual In-network fee renewal of \$ 149.00. Initial:

Print Name:

Signature:

Date:

Terms and Conditions to Distribute LS365-Lifestyle Solutions Patent(s), Trademark(s), Copyright(s)

- I, said Distributor (and including but not limited to staff), hereby understand, and agree that I am purchasing a distributorship to retail LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property solely and strictly inside the physical operating perimeters (P.O.P.) of said agreed distributor location.
- I, said Distributor (and including but not limited to staff), hereby understand, and agree that said distributorship to retail LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property will be done solely and strictly in the manor specifically set forth by LS365-Lifestyle Solutions.
- I, said Distributor (and including but not limited to staff), understand, and agree that I am in no way, shape, or form purchasing ownership of said distributorship to retail LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property.
- I, said Distributor (and including but not limited to staff), understand, and agree that any operation(s) or utilization of said distributorship to retail LS365-Lifestyle Solutions patent(s), trademark(s), and copyright(s) property outside of said terms and conditions will be deemed of violation of a legally binding document and may be consequential to criminal violation.
- I, said Distributor (and including but not limited to staff), understand, and agree that above violation may be penalized by immediate termination of any and all individuals(s) responsibly involved in such activity and therefore may also be grounds of legal, civil, monetary, and/or criminal penalty allowable by respectable state and federal penal code(s).
- I, said Distributor (and including but not limited to staff), understand, and agree to comply with the specific business module, plan, and alliance objectives of LS365-Lifestyle Solutions.

BY SIGNING BELOW THE PROVIDER UNDERSTANDS AND FULLY AGREES TO ALL TERMS, INCLUDING:**LS365-Lifestyle Solutions Provider Distributor Acknowledgement and Optional Upgrades**

Distributor understands and agrees that LS365-Lifestyle Solutions Subscriptions are transferable among registered In-Network Providers. Distributor understands and agrees that the transfer of LS365-Lifestyle Solutions subscribers is optional and not a requirement for all subscriptions.

Distributor Signature

Distributor Print

Date

Exhibit A: Professional Health Counsellor Provider Compensation Plan

This 365 | Health & Wellness, Inc. ("Company") Professional Health Counsellor Provider Compensation Plan Agreement (the "Plan") is entered into by Company, and the Provider accepting this agreement below (hereinafter, "Provider"). This Plan may only be modified in writing authorized by the current President or Chief Executive Officer of the Company.

PROVIDER PAY

Provider shall be paid 60% of the charge rate of any qualified Solutions service or consultation provided on a Net/30 basis. Payment for claim and service submissions are to be paid within 30 days of the service claim submission in USD (\$) featuring all respective ACH and completed billing/claims transactions, commissions, and bonus if earned.

Provider may be compensated on a bi-weekly pay period. The Provider shall receive the compensation pay (if any), plus commission pay (if any), and bonus pay (if any) earned that pay period.

Provider may not work additional hours (even voluntarily) without recording those hours in the appropriate timekeeping/scheduling system. If an Employee Provider feels pressured by a manager or Licensed Provider to work "off the clock" or not accurately record all treatment(s) and practices applied, or to not take meal and rest periods pursuant to the policies set forth by the Department of Labor, the Employee Provider must contact the respective Human Resources personnel immediately as these practices will not be tolerated. Any retaliation against any Employee Provider who raises such concerns may be subject to penalty.

PROVIDER PAY & 1099-PROFESSIONALS

In-Network Providers shall be eligible to earn a payable-commission on valid professional health services and product transaction(s) completed and collected by that Provider. 1099-Professionals

Example:

An individual (1) patient enrolls in the basic Milestones program with an In-Network Provider and secures an initial enrolment payment of \$199.90.

The Provider shall then receive a one-time sixty percent (60%) payment of \$119.94.

Example:

An individual (1) patient orders a therapeutic consultation with an In-Network Provider and secures an ancillary payment of \$277.35.

The Provider shall then receive a one-time sixty percent (60%) payment of \$166.41.

At times, Providers may also be eligible to earn a bonus as announced in writing by the Company from time to time. Such bonuses and/or base pay may not always be available and are included in calculating the total provider payout for that pay period.

NOTE: Provider Payouts are not earned until the enrolment amount (including in at least one instalment payment prior to the initial term of ACH payments of the patient agreement) is timely received by the Company in valid U.S. funds and the member has not exercised his/her right(s) to cancel.

TIMING OF PROVIDER PAYOUTS

As a benefit to the Provider, provider payouts (and bonuses based on net commissions), may be advanced to Provider before they are earned (for example, the money is not collected because of a 3, 5 or 7-day statutory cancellation period, the client terminates early or is revoked for a non-payment, etc.). In those circumstances where there has been an overpayment of unearned payout (or corresponding bonus) due to such advances, Provider hereby authorizes 365 | Health & Wellness, Inc. to offset such commission advances against future provider payout(s), and such bonus advances against future bonuses.

REQUIREMENTS TO QUALIFY FOR A PROVIDER PAYOUT

In order for a Provider to earn a provider payout ("Service Commission" or "Commission") on a Solutions Services sale, it must be a valid, completed sale of Solutions Services Agreement and it must not be a "Bad Deal". "Bad Deals" are not entitled to any commission. A sale will not earn commission and will be disqualified as a "Bad Deal" when current pricing and selling guidelines aren't followed, including any of the following circumstances:

1. Subscriptions not sold at a valid rate. A valid rate consists only of the rates posted on Web Agreements (the schedule of current approved rates/Bottom Line Pricing) at the time of the sale.

2. A failure to collect the required initial payment amount due (on ACH Payments agreement, it is any prepaid dues plus enrolment/processing; on a PIF, it is the entire contract price; see below for more details). The total contract price should be collected at the time of sale, but not more than 30 days after the purchase date. Provider should follow-up to ensure timely payment is received whenever there is a balance due on a sale. If not, other Provider(s) may be assigned to clear up that balance and earn a commission instead.
3. Renewals for any Clients who enrolled with a Solutions Services program do not earn commission. Selling to a current member, including someone who has completed their Initial Term and is now month-to-month, will not earn a commission. The sales staff should be focusing on selling to new subscribers; existing subscribers should be handled by the Director. However, if you upgrade any existing training client by having them enter an additional, separate agreement to run concurrently with their current agreement (such as a subscriber who wants more sessions per week/month) or add an agreement to a subscriber who currently only has a Paid in Full treatment subscription, these are all still eligible for a commission.
4. Flipping a subscription does not earn a commission. Flipping is putting a current subscriber onto a new agreement that replaces the subscriber's current agreement. This includes "flipping" an ACH Payments subscription into a PIF or flipping the subscriber (even a subscriber on month-to-month status) to a new deal with a lower monthly invoice amount or lower total invoice amount.

Commission Amount: The amount of commission that may be earned on a valid sale will be a set percentage of the invoice amount on the transaction set by the respective vendor. The invoice amount ("Invoice Amount") on a transaction is the amount tied to the dues/session rate for the Solutions Services for the minimum Initial Term of the agreement; it does not include any other fees, such as initiation, processing or taxes. The exact percentage earned will be tied the total invoice amount transacted by Provider in the pay period, with higher percentages available based on achieving certain threshold levels. These threshold levels and corresponding commission percentages may vary from time to time and are based on the type of license in which you are a Provider; the current complete listing is provided herewith as the Pay Summary Chart.

Types of Transactions: There will usually be three types of transactions the Provider may make, divided into two categories; Paid In-Full ("PIF") and ACH Payment Subscriptions. With a PIF, the entire transaction amount needs to be collected within 30 days to qualify as a valid transaction. On Automated Clearing House (ACH) payment subscriptions, the commission is not earned unless the subscriber's ACH payment information has been accurately obtained and at least two of their payments (including the first and/or last billing period payments received at point of transaction) due for the Initial Term are timely processed and received. If the subscriber cancels, does an early termination, is revoked, or otherwise fails to complete at least the three required ACH Payments for the Initial Term, Provider's sale does not count as invoice for a commission.

There is also a second type of ACH Payment Subscription that requires only the first payment up front (rather than first and last). These deals will still receive full credit toward the invoice amount total for the pay period in determining the commission percentage for which you qualify; however, these deals will be paid a lower commission percentage as outlined in the Pay Summary Chart.

Remember, commission is not earned until Company's actual receipt of timely payment and expiration of the statutory right to cancel the transaction for a refund. If the full amount of a PIF is not paid at the time of purchase, but the balance is collected before the end of the 30-day window, Provider will receive commission on that collected balance amount for the pay period in which that balance is received.

Note: With respect to both PIF and ACH payment subscriptions, there will be certain types of transactions that may require the commission to be shared with or credited to the Provider working with that client, including if a Provider received the referral on that client or brought the client to the Provider to make the deal.

ACKNOWLEDGEMENT

By signing this Agreement below, I certify that I have read this Agreement in its entirety, and I fully understand that the terms, conditions and requirements of the Agreement govern me as a Provider and the compensation with Company.

Print Name: _____ Signature: _____

Date: _____

AUTHORIZATION AGREEMENT FOR AUTOMATED DEBITS & CREDITS

Automated Clearing House (ACH) is an electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll and vendor payments. ACH direct debit transfers include consumer payments on insurance premiums, mortgage loans, and other kinds of bills. Debit transfers also include applications such as the point-of-purchase (POP) check conversions. Both the government and the commercial sectors use ACH payments. Businesses increasingly use ACH online to have customers pay, rather than via credit or debit cards.

I hereby authorize 365 | Health & Wellness, Inc. ("Company") to initiate debit and credit entries, to initiate debit entries and adjustments for any credit entries in error to my checking or savings account indicated below. I acknowledge that 365 | Health & Wellness, Inc. will provide me with a notification of depositor earnings statement which will include the amount deposited to my account and the date of the transfer deposit. This authority is to remain in full force and effect until the Bank has received written notification from me of its termination at a time not prior to the maturity of the initial term of this agreement, at such time and in such manner as to afford the Bank a reasonable opportunity to act. Additions or deletions to this program may take up to two pay cycles to become effective. To avoid any additional fees or penalties participants must have the entire amount of the respective debits or credits available in only one account.

Remember, it is your responsibility to verify that the funds have been deposited to your account prior to writing personal checks or authorizing automatic payment deductions.

ACCOUNT TYPE: (Fill selected box completely)

CHECKING SAVINGS OTHER

PLEASE INDICATE THE CORRECT NUMBERS BELOW:

Financial Institution: _____

Routing Number: _____

Account Number: _____

Print Name: _____

Signature: _____

Date: _____

REVIEW OF AGREEMENTS & TERMS

Congratulations you're almost finished!

After reviewing the Provider Solutions Agreement Terms and completing the Invoice of Agreement Terms & Conditions your next step is to begin the implementation process of initiating your personalized Professional Business Model.

The following summary of details describes the In-Network Provider, LS365-Lifestyle Solutions Utility License, and LS365-Lifestyle Solutions Distributor Agreements herein and are as follows:

Broker/Payor: **365 |HEALTH & WELLNESS, INC.**

Agreement: **In-Network Individual Provider**

- ❖ Guaranteed Market Share
- ❖ Patient Services Revenue
- ❖ Product Revenues
- ❖ Flexible Distributor Options
- ❖ Affiliate Discounts
- ❖ Tax benefits
- ❖ License Utility of Copyright(s)
- ❖ License Utility of Patent(s)
- ❖ License Utility of Trademark(s)

Term: 1 year (renewal optional)	Market Share*: 60%	Licensing Fee: \$ 200.00
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Applicable Fees

Application/Credentialing Fee	\$	200.00
Provider Solutions Expenses		
License Fee	\$	INCLUDED
Distribution Fee	\$	INCLUDED
State/Legal Fees	\$	INCLUDED
Other Expenses		
Build-out Cost	\$	N/A
Working Capital	\$	N/A
Inventory (Minimum Monthly)	\$	N/A
Supplies	\$	N/A
Equipment	\$	N/A
Compliance, Reporting, Administrative, and Marketing - Retained		40% MS*
Total Annualized Agreement	\$	200.00



365 | Health & Wellness, Inc.
INVOICE OF AGREEMENT & TERMS

PROVIDER INFORMATION

Name	EIN or DOB/M/F
Street	City/St/Zip
Phone	Email

SOLUTIONS SUMMARY	SOLUTIONS INITIAL FEES (\$)	PAYMENT INFORMATION
Credentialing <input checked="" type="checkbox"/>	Professional Fee \$200.00	Date _____
Individual Provider Certification & License <input checked="" type="checkbox"/>	Installation \$149.99	Subtotal <u> \$ 200.00</u>
Clinic Provider License <input type="checkbox"/>	Installation N/A	Promotional Code <u> INP Plus </u>
Patient Distribution A <input type="checkbox"/>	30 Units N/A	Total Due Today <u> \$ 200.00</u>
Patient Distribution B <input type="checkbox"/>	60 Units N/A	Financial Institution _____
Patient Distribution C <input type="checkbox"/>	90 Units N/A	Routing No. _____
Patient Distribution D <input type="checkbox"/>	120 Units N/A	Account No. _____
		Name on Acct _____
		Address _____
		City, State, Zip _____

INITIAL TERM	ANNUAL INT. RATE (%)	FINANCE CHARGES	PAYMENTS	TOTAL COST
1 Year	0%	\$0.00	<u> 1 </u> ACH	<u> \$ 200.00 </u>
LATE CHARGES \$150.00 late fee may be applied after ten (10) days for any due fees.		PREPAYMENT	NOTICE	

Minimum payment schedule is N/A ACH debits of N/A every N/A, beginning on the date the agreement is signed. Initials

RELEASE OF LIABILITY & ASSUMPTION OF RISK

Using the 365 | Health & Wellness, Inc. solutions, services, and facilities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another, and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by 365 | Health & Wellness, Inc., Inc., you understand and voluntarily accept this risk and agree that 365 | Health & Wellness, Inc., Inc., its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of 365 | Health & Wellness, Inc. or anyone on 365 | Health & Wellness, Inc., Inc.'s behalf or anyone using the services or facilities whether related to exercise or not. Further, you understand and acknowledge that 365 | Health & Wellness, Inc. does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that 365 | Health & Wellness, Inc. is providing recreational services and may not be held liable for defective products. By signing below, you acknowledge and agree that you have read the forgoing and know the nature of the activities at 365 | Health & Wellness, Inc. and agree to all the terms previously described of this agreement and acknowledge you do also understand the policies of 365 | Health & Wellness, Inc.

I understand that scheduling appointments is my responsibility and that failing to show up or provide 24-hour notice of cancellation will result in me being charged for that appointment. Initial

ALL TRANSACTIONS FINAL. SIGNING BELOW INDICATES THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS ABOVE.

Print Name	_____
Signature	_____
Date	_____

Congratulations on becoming an In-Network Provider with 365 | Health & Wellness, Inc.!!