

Provider Partner Commission Agreement

This agreement (“Agreement”) is between Nutritional Factors, Inc. (the “Company”), owner of the Provider Partner Program and the website nutritionfactors.com, and the Provider Partner (the “Partner”).

This Agreement governs the, terms, conditions, policies and procedures regarding the Company’s Provider Partner program. Whereas, the applicant is requesting to become a Provider Partner of the Company to earn commissions on the sales of the Company’s products and services.

The Company is engaged in the business of providing online digital nutrition, health and wellness tools to the general public, and qualified licensed or credentialed health and wellness providers, such as Physicians, Chiropractors, Nurse Practitioners, Nurses, Physician Assistants, Registered Dietitians, Nutritionists, Health Coaches, Personal Trainers, or other healthcare professionals.

The Company operates one or more websites, social media accounts and customized coaching portals. The customized coaching portal functions as an interactive backend support system to connect a Provider Partner to their clients and allows the provider to counsel a client through the coaching portal to help the client make healthy nutrition, fitness and lifestyle choices.

The applicant wishes to sell Company’s products and services and direct potential members from their blog, website or Provider Partner Portal to the Company’s website using a unique URL (aka partner link). Partner wishes to receive compensation from the qualifying purchase(s) made from their unique partner link.

ACKNOWLEDGEMENT AND AGREEMENT

FOR ENGAGEMENT SERVICES

In order to become a Provider Partner, the applicant agrees to the following:

1. Sign a Provider Partner Application (web form with digital signature)
2. Choose a commission plan
3. Access and learn how to use the Provider Partner Portal provided by the Company
4. Access promotional banners from Provider Partner Portal
5. Display the unique partner link on their blog, link, or personal coaching portal.
6. Use only approved partner links created by the Company
7. Not to mislead potential buyers on products, services or results on products
8. Not give medical advice in advertising
9. Check unique links periodically to make sure they link works
10. Refer visitors to the Company’s website where a purchase can be made via the unique partner link
11. Partner may only have one Provider Partner Commission Account

Provider Partner Commission Agreement

Partner must adhere to the following policies

1. Partner may not bid on certain keywords on search engines or social media that infringes on the Company's trademarks using the words Nutrition Factors or GRID DIET MENU PLANNER or any related terms with the combination of the words in the trademarks owned by Company. Provider Partner agrees to not compete with the Company for ads or keywords using Nutrition Factors, GRID DIET, GRID DIET MENU PLANNER. Competing with and using the Company's trademark would be an infringement on the Company's trademarks and copyrights. If Partner violates this policy, the Company will not be required to pay any commissions.
2. Partner may not confuse a potential client by advertising certain "typo squatting" words that are confusing and deceptive leading back to an unapproved marketing campaign by the Partner.
3. Partner may use the logo in their online marketing and approved media ads to direct customers back to their coaching portal, blog, website or social media accounts.
4. Partner may not redirect, cloak, or mask a direct link from the Company's website or Partner's website or advertising by using links that redirect ads to other competing sites and deliberately deceiving search engines.

COMPANIES RESPONSIBILITY

1. Company will provide access to a Provider Partner Portal where the Partner will have access to banner ads and media content with their unique Partner URL.
2. Company will assist the Partner in setting up their account.
3. Company will provide training videos on how to set up and use their Provider Partner Portal. It is a requirement that the Partner watch training videos on how to use the provided Provider Partner Portal.

COMMISSIONS AND PAYMENTS

4. The Partner must be in good standing with the Company in order to receive commissions on the sale of the Company's products.
5. The Company will pay a commission on paid purchases that come through the Partner's active unique link. The payment must have been processed through the Company's merchant service accounts and the payment received and any cancellation periods must have passed.
6. One-time purchases will be paid once.
7. Commissions on subscription products and services will be paid on a monthly basis (following payment schedule) after the purchaser has paid the subscription fee.
8. Charge backs and fraudulent charges will be charged back to Provider Partner accounts from any return and deducted from Partner's next check.
9. Company offers Provider Partners several commission plan choices. Partner will choose the commission plan that is right for their business. Only one commission plan can be active at any given time. (See *Commission Plans*)

Provider Partner Commission Agreement

10. Commission will be paid twice a month on the first and 16 of each month. If the pay period falls on a holiday or weekend, the pay period will occur on the next working day.
11. Partner will be paid commissions no sooner than 21 days after transactions, due to returns, cancellation grace period and fraud prevention.
12. Partner can refer to their Provider Partner Portal for commission reports and discrepancies. Company will investigate any discrepancies in a timely manner and communicate finding with Partner
13. Discrepancies must be reported within fourteen days following the pay period. Once the fourteen-day period has passed, the Company is not obligated to investigate.
14. Company will pay commissions through Partner's personal or business PayPal account. Partner will provide Company their PayPal account number. A fee might be charged to process payments under \$50.

LICENSE TO USE

RULES OF USE FOR BRANDED AND TRADEMARKED MATERIALS

The Company grants a conditional and limited right for Partner to use branded and trademarked advertising materials on their website, social media accounts if materials are not misused and used within the following guidelines.

Allowed-

- Partner may use the Company's media library with approved ads, logo, blog posts, newsletters, links, videos, brochures, postcards, literature on social media, other media, for client's and businesses they market to. All content must be labeled with the Company's logo and not rebranded.
- Partner may add their name or business name to the media. However, the Company's brand must be visible.

Not Allowed-

- Post, advertise or promote unapproved ads, videos, podcasts, or other advertising media that you have created using the Company's logo, images, or GRID DIET Menu Planner without the Company's approval.
- Partner is not allowed to create promotional content using the Company's Brand or GRID DIET MENU Planner material without prior approval for branded physical products such as, and not limited to cups, caps, t-shirts, clothes, exercise equipment or physical products with the Company's or Grid DIET MENU PLANNER logo.
- Remove the Company's logo from Company produced branded materials
- Use logo on content that has not been approved by the Company
- Use logo on undocumented testimonials
- Used on Partners own programs or courses they have personally created

Provider Partner Commission Agreement

- Partner is not allowed to trademark any content, programs or products using the Company's brand or GRID DIET MENU PLANNER name and logo.
- Submit press releases without prior written approval using the Company or GRID MENU PLANNERS trademark or logo.
- Contact media channels as a representative, employee or owner of the Company's businesses or individual's email account with advertisements
- Posting of distasteful content, slanderous, offensive, profanity, sexually explicit, violent, racist or political views, and nude images with the Company's brand or GRID DIET MENU PLANNER name, logo or content.
- Partner will not mislead the public that Partner is an owner or employee of the Company.
- The Partner may not use the Company's marks and branding for any other purpose than to earn Partner commission on Company's products and services
- Company reserves the right to revoke or modify media without notice.
- If the Partner uses or distributes Company's content without permission, the Company may seek damages and may terminate Partner's privileges to earn commissions.

CONFIDENTIAL INFORMATION

Confidential Information related to the Company and this Agreement means nonpublic information of the Company or Partner pertaining to personal finances, commission structure, purchases from unique URL, correspondence, exchange of emails, disputes, disagreements, and documents that either party may disclose associated with the Partner program that is deemed confidential.

DISCLOSURE

Both parties will keep confidential information confidential under this agreement. Confidential information will not be disclosed on public sites, social media channels, by word of mouth, written form, or to other Partners or associates. available under this agreement, including copies, shall be returned or destroyed by the Receiving Party.

FRAUDULENT PURCHASES

Should the Company find that Partner is misusing the Provider Partner Program with fraudulent purchases to receive a commission or any other suspicious activity, the Company reserves the right to withhold payment until investigation is complete. Any Partner found submitting fraudulent purchases will be turned over to the proper authorities. Partner agrees to pay back Company for payments received from bogus or fraudulent purchases and will pay Company's Attorney fees incurred in connection with any such purchases.

INDEMNIFICATION

Provider Partner Commission Agreement

Partner agrees to indemnify the Company against any damages, cost, expenses, fees, fines, liability or penalties of loss, award, charge, claim, compensatory damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, court filings, arbitration fees, arbitration costs, litigation fees, settlement arising out of any breach of this Agreement by Partner.

Partner agrees to conduct themselves in a professional manner and willfully work with the Company to avoid any gross negligence on Partner's behalf.

TERM AND TERMINATION

The term of this agreement will commence on the date signed on this agreement and will remain in force until either party gives written notice to the other party. The contract will auto renew, and terms will remain in force until agreement is terminated by either party.

Termination Procedure

Partner will give written notice via email to Company's email at contact@nutritionfactors.com thirty (30) days prior to any termination by Partner. Company will give written notice to Partner through Partner's email address. Partner will keep a current email on record with the Company.

Any breach, misuse or fraud will be grounds for termination of this contract.

UNSOLICITED EMAILS

Partner will not use any content or advertisement provided by Company with Company's name, trademarks, email, without Company's prior approval, or solicit and spam individual email accounts. Partner agrees to comply with and follow the rules in CAN-SPAM Act of 2003.

COMPANY RIGHTS

Company reserves the right to monitor Partner's website, blog or social media accounts for any misuse. Partner will remove any improper, unauthorized text or images that Company feels is inappropriate or misused by Partner at the Company's request. Company may terminate this Agreement should Partner refuse to remove information from Partner's sites.

DISCLAIMER OF WARRANTIES

LIMITATION OF DAMAGES AND LIABILITY

The Company makes no warranties or claims regarding products, services, website, information, of merchantability of products and services. Company also makes no representations that the function and operation of the website will be uninterrupted or error free. Company will not be liable for any

Provider Partner Commission Agreement

interruptions or errors that might occur from interruptions of members requesting refunds due to functionality. Company reserves the right to update, modify features, services and products without prior notification to Partner.

NATURE OF RELATIONSHIP

This Provider Partner Agreement is not an offer of employment between Company and the Partner. Company is not responsible and does not pay for expenses occurred by Partner for set up, follow up or to maintain Partner's business, blog or website. All expenses will be paid by Partner. The relationship between Company and the Partner is one where Company pays Partner for completed purchases from Partner's unique link. The Partner assumes the role and responsibility in operating their own business and will be solely responsible for all government responsibilities such as paying taxes on income received. Company does not collect or pay taxes on behalf of Partner. It is the sole responsibility of Partner to pay their taxes, licensure fees and any other expenses they might occur running their business.

GOVERNING LAW

The Company is registered in the State of Utah. The Laws of the state of Utah govern this Agreement. Any dispute resulting in arbitration or litigation will take place in the State of Utah.

AMENDMENTS

No amendments to this Agreement will be accepted or effective unless notified in writing and approved by Company.

ASSIGNMENT AND DELEGATION.

Partner may not assign or delegate this Agreement to another party without prior written consent from Company.

NOTICES

Either party giving notice, requests, demands or other communication must give written notice via email and confirm notification has been received and acknowledged.

ENTIRE AGREEMENT

Provider Partner Commission Agreement

This Provider Partner Commission Agreement constitutes the complete Agreement of the Company's Provider Partner Program. The provisions of this Agreement may be amended, supplemented, or changed without notice to the Partner.

EFFECTIVENESS

This Agreement will become effective upon signing.

PROVIDER PARTNER AGREEMENT

It is the sole responsibility of the Partner to read, understand and adhere to the terms of this Agreement. By using the Company's tools and services you agree to these terms. As a Partner you agree that you will periodically review changes to this contract, website, content or marketing information. The Company reserves the right to amend, change or update this contract without notification. Any updates will be posted on the website.

COUNTERPARTS

ELECTRONIC SIGNATURES

This Agreement is executed in any number of counterparts such as by an electronic signature or written signature. These signatures must be treated in all respects as having the same force and effect as original signatures.