

REFERRAL AGREEMENT

This agreement (“Agreement”) governs your relationship with Doctor’s Best for Life, LLC (“Doctor’s Best”) and your referral of patients to this e-commerce platform for products and equipment related to health and wellness (the “Website”).

1. Referrals and Commission. You may refer its patients to the Website in your sole discretion and judgment, but there is no obligation to do so. In the event that a patient that you referred to the Website purchases an item from the Website, Doctor’s Best will pay commission to you based on a commission schedule developed by Doctor’s Best and payment will be remitted to you when your commissions reach a total of One Hundred Dollars (\$100.00) or more in any month. If your commissions do not reach a total of One Hundred Dollars (\$100.00) or more in any month, your commissions will carry over into the next month(s) until they reach the threshold of at least One Hundred Dollars (\$100.00) for payment. Doctor’s Best may charge fee(s) for your use of the Website in its sole discretion.

2. Term and Cancellation. This Agreement will begin on the date that you execute this Agreement and will continue until either you or Doctor’s Best cancel this Agreement upon written notice to the other party. If this Agreement is cancelled for any reason, the obligations of the parties will cease on the effective date of such notice, except that Doctor’s Best will compensate you for any commissions earned through the date of cancellation.

3. Relationship of Parties. The parties are considered to be independent contractors and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Doctor’s Best and you for any purpose.

4. Non-Compete. During the term of the Agreement and for a period of two (2) years after termination or expiration of this Agreement for any reason, with or without cause, you will not, directly or indirectly, own, in whole or in part, operate, control, manage, work or render services in any capacity, advise or consult, be engaged by, contracted with, or represent, directly or indirectly, any person, partnership, corporation, limited liability company or other entity who or which has an e-commerce platform that sells the same or similar products as Doctor’s Best through the Website.

5. Confidentiality. You may acquire special knowledge of, experience with, and skills regarding, but not limited to, professional and business methods and activities, fee schedules, business records, financial records, trade secrets, the terms of this Agreement including all exhibits, all documents of Doctor’s Best, and other confidential information, all of which have, in whole or in part, unique, original, and proprietary qualities and features which are deemed valuable and/or confidential (collectively, the “Confidential Information”). During the term of this Agreement and continuing indefinitely after the expiration or termination of this Agreement for any reason, with or without cause, you will not directly or indirectly use or disclose for any purpose any of the Confidential Information in any manner or format.

6. Compliance. The parties are, and during the term of this Agreement will remain, in compliance with all applicable laws and regulations of federal, state and local governments and

all agencies thereof relating to Health Care Laws and Practices (as defined below). You represent and warrant that you have not received notification of, or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation, or of any rule, regulation or requirement of any licensing body relating to Health Care Laws and Practices. For purposes of this Agreement, "Health Care Laws and Practices" means all federal, state or local laws, rules, regulations or guidelines regarding (a) kickbacks, fee-splitting and other referral practices, including, without limitation, the federal Anti-Kickback Statute set forth at 42 U.S.C. Section 1320a-7b, the federal Self-Referral Law set forth at 42 U.S.C. Section 1395nn, and (b) the privacy, maintenance or protection of patient records, including the Health Insurance Portability and Accountability Act of 1996, as amended.