

Health One Advocate Application Form and Terms of Service

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

(If different from Home Address listed above)

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Social Security Number: _____

(Required for tax purposes. If you earn \$600 or more in a calendar year, the IRS requires that HNT issue you a 1099.)

Health One Advocate Terms of Service

As a Health One Advocate, you agree to provide information about the new HNT Remote Support Program to at least 5 of your friends, relatives and acquaintances per month. In exchange for referring prospective participants to the HNT Remote Support Program, both you and your referrals receive a benefit.

If you are approved as a Health One Advocate, you will receive a unique Health One Advocate (HOA) code via email (e.g., your code might be HOA-999). You will give your unique HOA code to all of the people you tell about the HNT Remote Support Program and Health One Product. This will ensure 2 things:

1. Your referrals will receive an \$275 Advocate Perk if they join the Remote Support Program using your HOA code and complete the Foundation Phase (20 weeks). Participants in the Remote Support Program who don't provide a valid HOA code prior to their first online class will not be eligible to receive a Perk. So, please be sure to remind your referrals to sign up using your HOA code.
2. You will receive a \$275 Referral Bonus for each of your referrals who join the program using your HOA code and complete the Foundation Phase. Each time one of your referrals makes one of their five Foundation monthly payments, you will earn another \$55 (up to \$275). HNT will pay you this money at the end of the month following the month in which your referral makes each of their payments. So, if your referral joins a class in January and pays the first month's fees, you will be paid \$55 at the end of February. If your referral drops out of the program during the Foundation Phase, you will only earn \$55 for the months that person actually paid for the program.

While we appreciate all the people you tell about HNT, the HOA Advocate Perk and Referral Bonus payments are only applicable to people eligible for the Remote Support Program as determined by HNT.

As described in the attached Health One Advocate Agreement, the amounts of these payments are subject to change without notice and HNT reserves the right to terminate this agreement with any Health One Advocate for any reason or no reason. **We will not make payments to physicians for referrals. These payments will only be made where permitted by applicable law.**

If you agree to these Terms of Service and the attached Health One Advocate Agreement, please sign below:

Signed: _____ Date: _____

(NOTE: After signing and dating this Agreement, please fax this signature page to HNT at: 831-624-4907)

If you're approved by HNT, HNT will sign here: _____ and your HOA code will be: _____

Please fax to (831) 624-4907 or mail to PO Box 222140 Carmel, CA 93922

Health One Advocate Agreement

This document describes the terms and conditions of the HNT Advocate Program. As used herein, "Program" shall mean this Advocate Program; HNT shall mean "we," "our," or "us." "You" or "your" shall mean the Advocate.

In consideration of the mutual promises and conditions contained herein, HNT and you hereby agree to the following.

1. **Summary of Program:** Under the Advocate Program, you will be paid a referral fee ("Referral Fee") for each qualified customer ("Referral") that you refer to HNT under this Agreement. Each Referral needs to meet the following Criteria ("Criteria"):
 - A. Each Referral must be a new and unique participant in the HNT Remote Support Program who does not live in a restricted Area (see below) and who has registered by completing and submitting the registration form using a valid name and unique e-mail address.
 - B. Each Referral must be eligible for the HNT Remote Support Program and provide a valid payment for the Remote Support Program and Product purchased during the Foundation Phase (i.e., 20 weeks or 5 months). To generate a Referral Fee for you, each Referral must be an active, qualified participant in the HNT Remote Support Program and must be up-to-date in all payments at the time the Referral Fees are processed.
 - C. Each Referral must sign up in a manner, which in our sole judgment, definitively establishes that the Referral was referred directly from you to HNT under this Agreement. This method is currently defined as providing your unique Health One Advocate Code (e.g., HOA-999) prior to the first Remote Support Program class.
 - D. Each Referral must remain in compliance with our Remote Support Program and other policies that are active at the time the Referral Fees are processed.
 - E. Referral Fees shall not be paid for Referrals that are fraudulent or have cancellations, terminations, charge-backs, refunds, outstanding balances or other adjustments.
2. **Changes:** We reserve the right to change this Agreement, including without limitation, Referral Compensation, at our discretion. Changes will take effect when posted to the HNT Web site. If you do not agree to such changes, you may terminate this Agreement via e-mail notice to info@MyHealthOne.com.
3. **Compensation:** We will pay a Referral Fee equal to \$275 for each Referral who completes the Foundation Phase of the HNT Remote Support Program, pays the \$2750 fee (in five installments of \$550 at the start of each month) and lists your Health One Advocate Code on their Sign-Up Form prior to their first Remote Support Program class. We will pay a Referral Fee in check made out in U.S. currency. Advocates must have a mailing address located in North America to receive a payment. Advocates must complete the online W8/W9 form to receive payment. If W8/W9 form is not completed within 120 days from the end of the month in which the Referral Fee has been earned, said payment will be forfeited. In the case of a lost check or stop-payment request, Payment checks will only be reissued within 120 days of original issue date.

You are responsible for informing HNT about changes to postal and e-mail addresses. Failure to provide the correct addresses may result in the forfeiture of any payments due to you. Payments that are returned for invalid or insufficient address information, may be forfeited as well. You can update information at any time via email or fax.

Referral Fees will be issued approximately 30 days after the end of the month in which a Referral Fee was earned. To qualify to receive payment, your Referral Fee must be at least \$55. Based solely on the discretion of HNT, payment may be withheld for amounts under \$55.

Any attempt by an Advocate to manipulate, falsify or inflate Referrals, to defraud HNT, or to violate the terms of this Agreement constitutes immediate grounds for HNT to terminate this Agreement and will result in forfeiture of any Referral Fees due to you.

4. **Taxes:** You are responsible for the payment of all taxes related to the commissions you earn under this Agreement. In compliance with tax laws, HNT will issue a Form 1099 to Advocates whose earnings meet or exceed the applicable amount warranting the Form 1099. You will be required to provide us with tax information within two (2) days of any request issued by HNT to issue a Form 1099.
5. **Ownership and Property Rights:** This Agreement shall not operate as a transfer to you of any rights in or to any of HNT's marks or logos, except for the limited license expressly granted hereunder. HNT reserves the right in its sole discretion to terminate or modify permission to use the HNT marks or logos or links at any time. You acknowledge that HNT's marks and logos are and shall remain the exclusive property of HNT or the applicable third-party owner, and all use by you shall inure solely to the benefit of HNT or such third-party owner, as applicable. HNT reserves the right to take action against any use that does not conform to this Agreement, infringes any HNT intellectual property or other right, or violates other applicable law.
6. **Term and Termination:** This Agreement shall continue until this terminated by either party. You will be terminated from the program, by e-mail notice, if (i) you do not follow the Advocate Guidelines or otherwise breach this Agreement, (ii) you attempt to manipulate, falsify or erroneously inflate Referrals.

Any outstanding Referral Fees otherwise due to you will be forfeited if this Agreement is terminated for any reason. HNT reserves the right to terminate this Agreement and your participation in this Program immediately and without notice. If any fraud or abuse is detected with respect to any Referral, or if this Agreement is terminated for any reason, HNT shall not be liable for any Referral Fees.
7. **No Warranty:** HNT DISCLAIMS ANY WARRANTIES THAT MAY BE EXPRESSED OR IMPLIED BY LAW REGARDING THE REMOTE SUPPORT PROGRAM OR HEALTH ONE PRODUCT, INCLUDING WARRANTIES AGAINST INFRINGEMENT. HNT WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, TERMINATION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.
8. **Miscellaneous:** Referrals who become customers of HNT through this Program will be considered customers of HNT. HNT's Terms of Service, Acceptable Use Policy, Privacy Statement, rules, policies, and operating procedures will apply to such customers. HNT reserves the right to change its policies and operating procedures at any time. The parties hereto are independent contractors acting for their own accounts; may not bind, act for or represent the other; and have no agency, partnership or joint venture relationship. This Agreement shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws. All notices and communications under this Agreement shall be in writing, and the same shall be given by e-mail (if to HNT, to info@myHealthOne.com). This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, both written and oral, which may have existed or exist between the parties with respect to the subject matter hereof. This Agreement may not be modified by you except by a contract in writing signed by both you and HNT.
9. **Proper Age:** BY ACCEPTING THIS CONTRACT, YOU CONFIRM YOU ARE AN ADULT OF AT LEAST 18 YEARS OF AGE (19 OR 21 WHERE APPLICABLE).
10. **General:** In the event of any conflict between this document and the provisions of the Remote Support Program or the Health One Product, the latter provisions shall control.

HNT Remote Support Program (RSP) Eligibility Requirements

The HNT Remote Support Program is only available to Participants who meet certain age, health and geographic requirements. Participants must be 18 years of age or older and in good health. During the sign-up process, a doctor's authorization form will be provided that must be signed by the potential Participant's physician.

In addition, Participants must not live within a 100 mile radius of the following cities which are excluded from the RSP because they are within the general proximity of one of HNT's existing in-person programs:

Indianapolis, IN

Durango, CO

Salem, OR

Cape Girardeau, MO

Fremont, MI

Little Rock, AR

Pine Bluff, AR

Lincoln, NE

Owensboro, KY

The Health One Advocate Referral Bonus and Foundation Phase Advocate Perk are only available for RSP Participants who do not live in these excluded areas. If you know someone that lives in an excluded area and is not able to attend the in-person clinic, you may petition HNT to join the RSP. Please call 831-624-3904 x5000.