



## Affiliated Independent Advocate Agreement

**This Agreement** (the “Agreement”) is by and between Healthibod, Inc (“Healthibod” or the “Company”) and the individual identified below who shall further be referred to as the “Affiliated Independent Advocate” or “AIA”. Healthibod and AIA shall collectively be referred to as the “Parties”. The Parties are entering into this Agreement for the purpose of AIA providing certain services and activities (the “services” and “activities”) that are offered on or through the Healthibod internet platform, which is accessible through the Company’s website and App. **IMPORTANT: THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED AND DATED BY BOTH THE PROSPECTIVE AIA AND AN OFFICER OF THE COMPANY AND RETURNED TO THE AIA BY THE COMPANY.** The Parties do hereby agree to the following terms and conditions:

- 1) Professional Qualifications (applicable only to support services):** AIA represents and warrants that he/she has professional experience within the Diet/Nutrition or Wellness sectors (“Area of Focus”) and has acquired all professional certifications and credentials required within AIA’s area of expertise or, if no certifications are required, AIA represents and warrants that he/she has a minimum of one (1) year of vocational experience within the Area of Focus and shall remit proof of such credentials upon request by the Company.
- 2) Services and Activities Performed by AIA:** AIA’s services and activities shall include the following and may include additional opportunities as offered by the Company from time to time:
  - **Support Services:** AIA (If AIA is qualified as outlined in section 1 above) shall provide client support services to subscribers in accordance with all applicable guidelines, policies and procedures as provided to AIA by the Company.
  - **Promotional Activities:** AIA shall meet with professionals and businesses (within the Company’s Area of Focus) to introduce them to the Company to advertise and promote their business activities on the Healthibod platform in accordance with all applicable guidelines, policies and procedures as provided to AIA by the Company.
  - **Compensation:** AIA shall receive compensation for the above listed services and activities as outlined/defined on the Company’s applicable documents which may be amended from time to time at the sole discretion of the Company. Compensation shall be remitted to AIA within 15 days of applicable month-end period(s).
- 3) Independent Agent:** AIA acknowledges that he/she is an independent agent and is not an employee of Healthibod. AIA is compensated for services and activities performed by AIA for the Company on a commission basis of the revenue the Company receives from the services and

activities described in section 2 above. As such, AIA has sole responsibility to pay all applicable taxes associated with all compensation paid to AIA by the Company.

- 4) **Term and Cancellation:** This Agreement shall be in effect for one (1) year from the date herein and shall be renewed automatically unless terminated by either party. Both AIA and Healthibod shall have the right to terminate this Agreement at any time by giving 10 days written or email notice to the other party.
- 5) **Disputes, Choice of Law:** This Agreement shall be interpreted and construed by the laws of the State of Maryland. Any action regarding any unresolved dispute shall be initiated and maintained in a court of competent jurisdiction in the State of Maryland, County of Howard.
- 6) **Notices:** All notices must be writing and transmitted by email, US mail (certified) or special courier service as indicated in the below signature section of this Agreement.
- 7) **Miscellaneous:** This Agreement is the entire understanding between the Parties and supersedes all previous representations, understandings or other agreements. This Agreement may only be modified or amended in writing and formally signed by the Parties hereto. Any provision hereof found to be illegal or unenforceable shall be automatically conformed to the minimum requirements of the applicable law and all other provisions shall remain in full force and effect. Headings are for reference purposes only and have no substantive effect. Each Party warrants and represents that is has full legal authority to enter into this Agreement.

**AFFILIATED INDEPENDENT ADVOCATE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**HEALTHIBOD**

By: \_\_\_\_\_  
William A. Albright – President/CEO  
Date: \_\_\_\_\_  
Address: P.O Box 1310  
City/State/Zip: Ellicott City, MD 21041-1310  
Email: [partnerships@healthibod.com](mailto:partnerships@healthibod.com)