



CONSULTANT AGREEMENT

VITALICS CONSULTANT AGREEMENT

This Vitalics Consultant Agreement (“Agreement”) is made between you and Vitalics (“Vitalics”) and is effective as of the Effective Date, as defined in the Term section below, and provides the terms and conditions of the annual membership (“Membership”) in the Vitalics Consultant Program (“Program”). This Agreement supersedes all previous Program terms and conditions, benefit provisions, and other Program agreements and shall apply to all members regardless of when the Program Membership began. Your participation in the Program means that you agree to the terms and conditions of the Membership as provided in this Agreement.

ELIGIBILITY REQUIREMENTS

Program Membership is available to financial and legal service professionals in the public area practice who provide internal controls, accounting, tax preparation, and/or bookkeeping services to multiple clients on a fee-paying basis. As part of the Program application process, you abide by and agree to provide Vitalics (via fax or email) a copy of your “CPA, CFE, CICA, or CB, CPB, PB, or degreed Accountant” certification as verification of your professional experience. If you do not have professional certification, you may qualify as a basic consultant with the required level of experience (six consecutive years of bookkeeping/accounting).

If you are a CPA, CFE, or CICA you will be listed as a
“Vitalics Consultant – Internal Control Examiner”.

If you are a Bookkeeper or general Accountant you will be referred to as a
“Vitalics Consultant”.

You demonstrate to Vitalics that you have all requisite corporate power and authority to enter into this Agreement and that this Agreement will constitute your legal, valid, and binding obligations. You hereby agree to indemnify and hold Vitalics harmless from any and all claims, damages, and expenses (including, without limitation, attorneys’ fees) arising from any breach of this Agreement. You demonstrate to Vitalics that you are 18 years of age or older.

APPLICATION INFORMATION

You hereby certify that the information you supply to Vitalics during the Program Membership enrollment process is true and correct. This information is for the express use of Vitalics and does not constitute certification or endorsement by Vitalics of you or the services you provide. You understand that the Program Membership fee is for a one-year membership period that commences on: (a) in the case of new membership, the date Vitalics sends you an email confirmation of your order for Program Membership; or (b) in the case of renewing membership, as provided below. You further understand that Vitalics reserves the right to discontinue any Program Membership at Vitalics’ sole discretion. No refund or partial refund of any kind for the Program’s annual

membership fee will be made in the event your Membership is discontinued for failing to meet the then-current membership criteria.

VITALICS CONSULTANT PROGRAM MEMBERSHIP BENEFITS

1. Vitalics licensing for one of each of the following (available in the members area of the Vitalics website)
 - 1.1. Vitalics Internal Control Forms Bundle
 - 1.2. The Small Business Fraud Prevention Toolkit Videos (not available for download)
 - 1.3. Vitalics Independent Auditor Control Forms (for Vitalics Internal Control Examiners only)
 - 1.4. Complimentary coupon code for one Vitalics Internal Control Forms Bundle for a client
 - 1.5. First two years of the Program Membership fee waived
2. 20% discount on Vitalics purchases for your clients' use
 - 2.1. Your discount code will be your consultant ID code
 - 2.2. You may charge full retail price to your clients for the internal control forms
3. Lifetime form and video updates while you are a registered Vitalics Consultant
4. Business listing on the Vitalics website
 - 4.1. "Vitalics Consultant"
 - 4.1.1. CPAs, CICAs, and CFEs will receive "Internal Control Examiner" or "Internal Control Auditor" status
 - 4.1.2. Qualified Bookkeepers and general Accountants will receive "Vitalics Consultant" status
 - 4.2. Consultant's contact information and credentials
 - 4.2.1. Consultant biography page
 - 4.2.2. Link to consultant's website
 - 4.2.3. Email address
 - 4.2.4. Phone number
 - 4.2.5. Location
 - 4.2.6. Vitalics Consultant *must* upload the "Vitalics Approved Consultant" logo to their website, blog, or Facebook page with a direct link back to thevitalicsystem.com.
 - 4.2.6.a. The link should go to the page where your consultant information is located
 - 4.2.6.b. Failure to provide a link back to Vitalics hinders the site optimization for potential clients to find you
5. Vitalics marketing material
 - 5.1. Use of Vitalics uploaded videos
 - 5.2. Use of Vitalics images and text information
 - 5.3. Use of Vitalics logo on product material
 - 5.4. Use of Vitalics PowerPoint presentations
6. Vitalics training material
 - 6.1. Use of Vitalics uploaded videos
 - 6.2. Use of Vitalics instructional documentation and/or manuals



CONSULTANT AGREEMENT

Program Membership includes a limited, nonexclusive, royalty-free, nontransferable, worldwide license, *without* the right to sublicense, for you to use, reproduce, publicly perform, distribute, and display Vitalics Marks solely in the form delivered by Vitalics, in connection with your provision of services while using the Vitalics brand. “Vitalics Marks” shall mean the trademarks, trade names, logos, service marks, domain names, and URLs found at thevitalicsystem.com, including any posted trademark restrictions, which Vitalics may revise periodically at its sole discretion.

TERM

Your Membership in the Program shall be effective on the date Vitalics accepts your application for Membership (“Effective Date”) and shall continue, subject to payment of Program Membership fees, unless cancelled or terminated as provided herein. If Vitalics fails to send a renewal notice, you are ultimately responsible for the timely renewal of the Membership. In no event shall either party be obligated to renew or extend this Membership.

PAYMENT

Vitalics Consultant Program Membership costs:

1. Vitalics Consultant - \$299.00
 - a. \$49.00 annual membership fee
2. Vitalics Consultant – Internal Control Examiner - \$349.00
 - a. \$49.00 annual membership fee

Full payment is required at sign-up for the 12 months of your Membership. Subsequent billing will occur automatically on the anniversary of the Effective Date unless you are using a special promotion.

CANCELLATION POLICIES

30-day Money Back Guarantee

Every Program Membership is supported by a full money back guarantee within 30 days of your initial sign-up (excluding shipping, handling and a \$50.00 administrative fee. The administrative fee will only be applied if your consultant information has been added to the Vitalics website). If you cancel the entire Program Membership and request a refund for Vitalics purchases, you must discontinue using the Vitalics forms and remove all Vitalics products and brands from your computer, and your members account will be immediately disabled.

If you wish to continue using the Vitalics Internal Control forms for your business, you may cancel the Program Membership and will only be refunded the Membership fees.

Cancellation after 30 days



CONSULTANT AGREEMENT

You may choose to cancel your Program Membership after 30 days by notifying Vitalics in writing at P.O. Box 7275, Loveland, CO 80537, by emailing support@thevitalicsystem.com, or by calling 970-776-8395. No refund or partial refund of the Membership annual fee or product will be made after 30 days. The product forms will still be licensed for your use, and the members area of the website will still be accessible; however, all information in relation to being a Vitalics Consultant will be removed from the Vitalics Consultants webpage.

CANCELATION OR TERMINATION

Upon expiration or termination of your Membership, regardless of the reason thereto, (a) all privileges and benefits of the Program Membership will be immediately revoked; (b) the consultant shall immediately cease use of the name "Vitalics" and/or "Vitalics Consultant" and shall otherwise discontinue indicating in all instances and locations (i.e., on materials, websites, etc.) that the consultant is a participant or member in the Program; (c) the consultant shall promptly return to Vitalics all confidential information or certify in writing that such information has been destroyed; and (d) all rights and licenses granted under this Agreement (including, without limitation, the license to use the Vitalics logo) will immediately and automatically terminate. No refund or partial refund of the annual Membership fee will be made in the event of member termination. Fees can be refunded if (i) the consultant terminates their Membership within 30 days of receiving email confirmation from Vitalics of the Membership order in accordance with this Agreement, in which case Vitalics will refund the entire Membership fee for the then-current year membership period, minus shipping costs; or (ii) Vitalics terminates the consultant's Membership without cause, in which case Vitalics will refund a prorated portion of the annual Membership fee, based on the period that the Membership was in force at the time.

If the annual renewal fee is not paid, Vitalics will contact the consultant. If the consultant fails to respond within 30 days, the consultant's Membership will automatically expire. In order to reinstate the membership, the consultant will need to pay the annual renewal plus a \$25.00 processing fee to activate the consultant's biography page on the Vitalics website.

TERMINATION BY VITALICS

Vitalics may terminate your Program Membership at any time, with or without cause, by written notice to you no less than 30 days before the effective date of such notice. To the extent permitted by applicable law, Vitalics may terminate your Program Membership effective immediately and without notice in the event that (a) you fail to perform any of your obligations under these terms and conditions or any written materials provided by Vitalics relating to the Program, and such failure or default remains unremedied 15 days after written notice thereof; (b) Vitalics, in its sole discretion, determines that you do not meet the criteria for Program Membership; (c) you commit a crime or engage in an unlawful business practice; (d) there is any material change or transfer in the management or control of your business operations; or (e) your conduct or proposed conduct exposes or threatens to expose Vitalics to any liability or obligation, including any obligations under federal, provincial, or local law.



CONSULTANT AGREEMENT

You understand that Vitalics reserves the right to discontinue your Program Membership if you give false, inaccurate, or incomplete information on the application for Membership or do not meet the criteria for participation; such criteria is to be determined periodically in Vitalics' sole discretion. No refund or partial refund of the Program's annual fee will be made in the event your Membership is discontinued for such reason.

CONFIDENTIALITY

As a member of the Vitalics Consultant Program, you agree that any information Vitalics discloses to you, whether in oral or written form, and that is identified by Vitalics as confidential or proprietary, or is otherwise not generally available to the public, shall be deemed confidential information and that you will not disclose such confidential information to any employees who do not have a specific need to use such information or to any other third party without Vitalics' prior written consent. You acknowledge that the unauthorized disclosure or use of Vitalics confidential information will cause irreparable harm to Vitalics, and you agree that, upon the written request of Vitalics, you will return to Vitalics, or permanently destroy, any confidential information you have received in writing or other tangible form from Vitalics. In the event of violation of this confidentiality agreement, you agree that Vitalics will have the right to seek and obtain injunctive relief in addition to any other rights and remedies Vitalics may have.

IDEA SUBMISSIONS

By submitting ideas, suggestions, proposed forms, possible software plans, or any other material to Vitalics, you agree that Vitalics will treat such submissions as non-confidential, that Vitalics may use the information without compensating you or any other person or entity, and that Vitalics may have already developed, and is not restricted from developing, products, services, videos, or plans similar to, or competition with, anything described in such submissions from members. Vitalics *will acknowledge* the form suggestion or idea in published literature, emails, and newsletters, giving the consultant credit and linking to the consultant's website.

SUPPORT AND RESPONSE TIME GOAL

Vitalics support is included in the annual Program Membership fee. Vitalics may also limit or terminate support service to any member who uses the service in an irregular, excessive, abusive, or fraudulent manner.

VITALICS PROPRIETARY RIGHTS

The member agrees that he/she will use all forms and videos provided by Vitalics strictly in accordance with the license agreement accompanying the Program and United States copyright laws.

PROTECTION OF INTEREST

Acknowledgment of Rights: You acknowledge Vitalics exclusivity rights in all of the Vitalics Marks and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Vitalics Marks by you inures solely to the benefit of Vitalics. You shall not challenge Vitalics exclusivity rights in and to the Vitalics Marks. You shall not do anything that might harm the reputation or goodwill of Vitalics or any of the Vitalics Marks. You shall not take action inconsistent with Vitalics rights in the Vitalics Marks. You shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusingly similar to the Vitalics Marks or incorporating in any way any of the Vitalics Marks. If at any time you attempt to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Vitalics Marks by operation of law or otherwise, you will immediately and at no expense to Vitalics assign such rights, registrations, names, or applications to Vitalics, along with any and all associated goodwill.

Enforcement: In the event you become aware of any unauthorized use of the Vitalics Marks by a third party, you agree to promptly notify Vitalics in writing, and shall cooperate fully, at Vitalics' expense, in any enforcement of Vitalics' rights against such a third party.

CONDUCT OF BUSINESS

You warrant (a) to conduct business and provide services in a manner that reflects favorably at all times on the products, services, goodwill, and reputation of Vitalics; (b) to conduct business and provide services in full compliance with all applicable laws and regulations; (c) to conduct business and provide services in full compliance with all agreements you may have with Vitalics, including but not limited to the Vitalics License Agreement; (d) not to engage in deceptive, misleading, or unethical practices; (e) not to make any statements, representations, warranties, or guarantees to customers that are inconsistent with the policies established by Vitalics; (f) to provide support and services of the highest quality and integrity; and (g) to use best efforts to resolve any complaints or disputes with your clients regarding your services under the Program in a fair and timely manner. You agree not to use or display any materials or content on your website in a manner that is, as determined by Vitalics in its sole discretion, defamatory, misleading, libelous, obscene, or otherwise potentially damaging to the reputation of Vitalics or the goodwill associated with Vitalics.

RIGHT TO INSPECT

Vitalics shall have the right to inspect your provision of support and services under this Agreement, your business premises, and all signage, advertisements, promotional material, and documentation in order to ensure your full compliance with the terms and conditions of this Agreement. You shall cooperate fully and shall provide Vitalics with immediate access to all requested materials and to your business premises in order to allow Vitalics to exercise its right to inspect.



CONSULTANT AGREEMENT

THIRD PARTY SERVICES

Certain services and products provided by third parties, and not by Vitalics, are made available in connection with the marketing and distribution of Vitalics and with membership in the Program (“Third Party Services”). You are responsible for reviewing, understanding, and complying with the terms and conditions governing any Third Party Services, and your use of any Third Party Services indicates your acceptance of such terms and conditions. You agree that Vitalics is not responsible for the performance of third parties in connection with the Third Party Services, and you agree to indemnify Vitalics for third party claims relating to your use thereof.

INDEMNIFICATION BY YOU

You agree that Vitalics shall have no liability to you or any of your clients or customers and that you shall indemnify, defend, and hold Vitalics harmless from any expenses, damages, costs, or losses (including reasonable attorneys’ fees) resulting from any suit or proceeding based upon a claim arising (a) by reason of your performance or non-performance under this Agreement; (b) out of your use of the Vitalics Marks in any manner whatsoever except in the form expressly licensed under this Agreement; (c) by a breach of any representation, warranty, or obligation made by you contained in the terms of this Agreement; and/or (d) for any personal injury, product liability, or other claim caused by the promotion and/or provision of your products or services. In the event Vitalics seeks indemnification from you under this section, Vitalics will immediately notify you in writing of any claim or proceeding brought against you for which it seeks indemnification under this Agreement. Vitalics reserves the right, at its option, to assume full control of the defense of such a claim or proceeding with the legal counsel of its choice. If Vitalics so undertakes its own defense, any settlement of such a claim or proceeding requiring payment from you shall be subject to your prior written approval. You agree to reimburse Vitalics upon demand for any expenses reasonably incurred by Vitalics in defending such a claim, including, without limitation, attorneys’ fees and costs, as well as any judgment or settlement of the claim or proceeding. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind Vitalics in any manner, without the prior written consent of Vitalics.

GENERAL

This Agreement will be governed by the federal laws of the United States applicable therein, without regard to its choice of law or conflicts of law principles, and with respect to copyright and trademark matters to United States federal laws and international treaties. This Agreement is deemed entered into at Loveland, Colorado, and shall be construed as to its fair meaning and not strictly for or against either party. This Agreement will be binding and will insure to the benefit of the legal representatives, successors, and valid assigns of the parties hereto. This Agreement contains the entire agreement between Vitalics and you with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Vitalics and you with respect to the subject matter hereof. You may not assign all or any part of this Agreement without the prior written consent of Vitalics.



CONSULTANT AGREEMENT

In the event that any provision of this Agreement shall be held by court of competent jurisdiction to be invalid or unenforceable, the remaining portions thereof shall remain in full force and effect and construed so as to best effectuate the intention of both you and Vitalics, unless Vitalics determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purpose. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Vitalics. This Agreement is freely assignable by Vitalics and will be for the benefit of Vitalics successors and assigns.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party under this Agreement shall be in writing and shall be deemed duly received (a) if sent via overnight delivery service (i.e., Federal Express) the next business day; (b) if delivered by hand or by facsimile (subject to confirmation of receipt) that day if prior to 4:30pm local time or the following business day otherwise; or (c) by registered mail, first-class postage prepaid, with a return receipt requested to Vitalics at:

Vitalics
P.O. Box 7275
Loveland, CO 80537

Communication from Vitalics will be sent to the address, fax number, and/or email address provided to Vitalics by the member under the Program.

Either party may notify the other of the use of another address or authorized contact representative by way of notice in accordance with this provision.

Equitable Relief: You recognize and acknowledge that your breach of any of your covenants, agreements, or undertakings hereunder will cause Vitalics irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Vitalics Marks and/or rights under the laws of unfair competition. Accordingly, in the event of any default or breach by you, including any action by you which could cause loss or dilution of Vitalics goodwill, reputation, or rights in any Vitalics Marks, Vitalics shall be entitled to an immediate injunction, in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

Non-Waiver: No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

Assignment: The rights granted to you hereunder are personal, and you may not assign this Agreement or any right or obligation hereunder, whether in conjunction with a change in employment, voluntary transfer, transfer by operation of law, or otherwise, without the prior written consent of Vitalics, which Vitalics may give or withhold in its sole discretion. Any such purported assignment or transfer shall be deemed a material breach of this Agreement and shall be



CONSULTANT AGREEMENT

null and void. This Agreement is freely assignable by Vitalics and will be for the benefit of Vitalics successors and assigns.

Severability: The failure of Vitalics to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless Vitalics determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

No Endorsement: You acknowledge that Vitalics makes no claims on behalf of you or your company as to the quality of the products or services you offer.

Relationship of Parties: You and Vitalics are independent contractors and you agree that you will not represent yourself as an agent or representative of Vitalics. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between you and Vitalics.

Continuing Obligations: All provisions of this Agreement which by their nature should survive termination or expiration shall survive termination or expiration, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties with respect to the Program, and supersedes all previous Program agreements and Membership guides, and all prior and contemporaneous negotiations, discussions, and understandings of the parties, whether written or oral, regarding the Program. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by Vitalics. This Agreement, including without limitation the Program and all Program benefits, and the Vitalics Program Membership, may be changed periodically by Vitalics in its sole discretion.

Vitalics or other similar marks or logos cannot be used in your company name or in your direct business source identifiers, such as stationery, business cards, company signs, domain names, or company website titles. These identifiers indicate the name of your business and, thus, the source of its products or services. Vitalics does not object to the membership statements above being used by consultants in good standing on their business cards, stationery, and company websites only, where no logo form or special design is used.



CONSULTANT AGREEMENT

The following additional statements may also be used on business cards and stationery without violating these Trademark Restrictions:

- “Specializing in Vitalics™ Internal Controls”
- “Supporting Vitalics™ users”
- “Specializing in Vitalics™ controls and setup”
- “Consulting on Vitalics™ Control Forms”

All other uses of the Vitalics or other Vitalics marks on direct business source identifiers are strictly prohibited.

Additionally, by becoming a consultant, you agree that the marketing and training materials provided to you will not be altered or modified to contain any content that could be deemed by Vitalics, in its sole judgment, to be obscene, violent, or otherwise in poor taste or unlawful, or for the purpose of encouraging unlawful activities, or otherwise misuse or bring into dispute or disrepute the Vitalics trademark, any other Vitalics-owned marks or logos, or Vitalics products or services. You are not permitted to use any Vitalics trademarks or logos to brand or co-brand others’ products or services, nor to disparage Vitalics, its subsidiaries, its products or services, or in ways in which, in Vitalics’ reasonable judgment, may diminish or otherwise damage Vitalics goodwill in its trademarks or logos, including but not limited to uses that could be deemed to be competitive with Vitalics.

“Vitalics are registered trademarks and/or registered service marks of JA Publications Ltd”

If you are in agreement with the terms and conditions of this Agreement, please sign and date below and send to Vitalics at support@thevitalicsystem.com, or fax the agreement to Vitalics 970-692-2792.

Printed Name / Title

Date

Authorized Signature

Date