

# A Brand New Marketing Program that Gets You High-Quality New Patients At No Cost to You!

## Here are the highlights of the program:

- There are no out of pocket marketing expenses or set-up fees to participate
- New Health Centers sells vouchers to patients across multiple social networks and e-commerce platforms.
- You will be able to opt in or out of each offer presented.

*The opportunity for your practice in participating in this program is significant.*

## To qualify for this program you must meet the following criteria:

- Have a minimum of 1 Massage Therapist on staff.
- Active license with no disciplinary action.
- We use VerifPoint to third party verify all of our members.

*The document necessary to get your practice qualified and activated is Below.*



[www.newhealthcenters.com/join](http://www.newhealthcenters.com/join)

**New Health Centers**  
**(800) 789-9931**

## Your Next Step is to Sign this marketing agreement:

### COUPON MERCHANT SERVICE AGREEMENT Standard Terms and Conditions

The following Coupon Merchant Service Agreement Standard Terms & Conditions referred to herein as the "**Agreement**" is entered into and effective as of \_\_\_\_\_, by \_\_\_\_\_ (the "Merchant") and **New Health Centers, Inc.** herein referred to as "Agency".

Doctor's Name

The "Deal" refers to your office delivering a 15-20 minute Consultation & Pain Evaluation and a full one(1) hour massage.

#### 1. Nature of Services

This Agreement relates to the placement of marketing and promotion services for Merchant with a media outlet that Agency has a relationship with that will promote a voucher for the Merchant product or service with the particular deal characteristics identified as the Deal, in accordance with this Agreement. The Merchant is the "issuer" of the voucher for its Deal, and Agency acts as the marketing agent for the Deal. The "Deal" is described as a voucher a person may purchase at a discounted price as stated above. This Deal states to the public "New Patients Only. 24hr cancellation notice required. Not valid with insurance".

#### 2. Agency Responsibilities

**a. Deal Creatives.** Agency may use Merchant Content to prepare one or more promotional creatives for the particular Deal ("**Deal Creatives**"), in its discretion, which may include a Deal page hosted on websites offered with our distribution partners, an email creative to be distributed to potential purchasers of the Deal voucher, or other similar creatives for online promotion of the Deal. Deal Creatives will be created and approved by Agency on Merchant's behalf.

**b. Promotion.** Agency will offer and promote the Merchant product or service identified as above in section 1 (the "**Merchant Product**") through an online platform on the terms and conditions described herein and the Deal Creatives approved by Agency (the "**Deal**"), including the discounted price to be paid by the purchaser (the "**Deal Price**"). The scheduled time period that each Deal is marketed and offered (the "**Offer Period**") will be designated solely by Agency. Without limiting the foregoing, an Offer Period is typically an initial promotion of 7 days. Offer Periods are subject to scheduling change or cancellation in the sole discretion of Agency. Agency provides no guarantee that it will provide advance notice of Offer Periods or changes to a planned Offer Period.

#### 3. Merchant Responsibilities

**a. Issuer.** Merchant agrees and acknowledges that Agency and its partnerships markets and facilitates the purchase of the Deal, but that Merchant remains the issuer of the Vouchers. Accordingly Merchant agrees that it, and not Agency, is solely responsible to fulfill the Deal and provide the Merchant Product to the individual redeeming each Voucher in accordance with this Agreement.

**b. Fulfillment.** Merchant agrees to honor and fulfill all Vouchers sold for the Deal in accordance with the terms of the Deal, this Agreement, and any applicable laws. Merchant agrees to accept Vouchers in any form presented for redemption that has been approved by Agency, including, without limitation, a physical printout of the Voucher or by displaying the Voucher on a mobile device such as an iPhone at the point of service. Merchant shall not treat Voucher holders differently from other paying customers in the scheduling (e.g., use of blackout dates and times) or delivery of services, except as expressly set forth in the Deal. For Deals that require advance scheduling, Merchant shall use its best efforts to accommodate the scheduling request of the Voucher holder. Except as expressly set forth in the Deal, Merchant shall permit Voucher holders to redeem Vouchers after the Expiration Date for Vouchers that require advance scheduling if the Voucher holder contacts Merchant prior to the Expiration Date for the purpose of scheduling service.

**c. Merchant Content.** Merchant may be asked to provide a logo, photograph, or other marketing materials ("Merchant Content") to be used in developing the Deal Creatives. Merchant hereby grants Agency a nonexclusive worldwide license to reproduce, use, display, perform, distribute, and create derivative works based upon the Merchant Content for the purpose of developing, distributing, and otherwise promoting the Deal Creatives as Agency deems appropriate. After the term of this Agreement, Agency and its partners may continue to use and distribute the Deal Creatives as exemplars and for general promotional purposes.

**d. Redemption Data.** Merchant shall collect and provide to Agency on a regular basis, no less frequently than monthly, a list of the serial numbers of redeemed Vouchers. Merchant may provide this information in paper or digital form or, when available, using Agency merchant portal through which Merchant can record such data.

#### 4. Fees and Payment

In consideration for fulfilling its obligations under this Agreement, Agency will be entitled to retain the payment on all payments received from Purchasers of the Vouchers and the Program Fee, if any.

Scheduling. Merchant understands that the success of the Deal is dependent upon coordination in promotion planning. To ensure the success of the Deal, Merchant agrees that, upon notice of the Offer Period, Merchant will not promote or authorize the promotion of the same or similar Deal on any other daily deal website for a period of six 6 months ("**Quiet Period**"). Failure to honor the Quiet Period, then Agency is entitled to any payments received by Merchant for Vouchers sold on any other daily deal website, this could include Groupon, Living Social, or etc.

#### 5. Representations and Warranties

a.General. Each Party hereby represents and warrants that (a) it has the authority to enter into this Agreement and to fully perform its obligations hereunder, (b) this Agreement does not and will not conflict with any of the Party's other obligations to any third parties, and (c) it complies and will comply with all applicable laws and regulations.

b.Service Warranties. Merchant additionally represents and warrants that: (a) it will provide the Merchant Product in a safe and professional manner; (b) the Merchant Content does not infringe or misappropriate any third party copyright, trademark, right of publicity, moral right, trade secret, or other proprietary right, and (c) it will comply with applicable federal and state laws related to redemption of the Vouchers, including those related to deceptive trade practices, unclaimed property liability associated with Vouchers that have not been redeemed, health care related service and discounting, and expiration of gift cards. Merchant acknowledges that the Deal terms will state in the Deal Creatives and printed on the Voucher that all or a portion of the Voucher expires after a stated Expiration Date, and if required by law, that the Deal Price does not expire, if at all, until a later date. Merchant is responsible to ensure that it enforces expiration of the Vouchers only in accordance with applicable federal and state laws.

**6. Indemnification**

Indemnity. Merchant shall indemnify, defend, and hold harmless Agency, its directors, officers, employees, and agents from and against any and all claims, demands, causes of action, or liabilities, and expenses, including reasonable attorney's fees, to the extent arising out of the Deal, the Voucher, the Merchant Product and the fulfillment thereof, and/or any breach or alleged breach of any Merchant obligation, representation, or warranty under this Agreement.

**7. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"). AGENCY'S CUMULATIVE LIABILITY RELATED TO DIRECT DAMAGES WILL BE LIMITED TO THE COMMISSION FEES RECEIVED BY AGENCY RELATED TO THE DEAL SET FORTH IN THE ORDER FORM. THESE LIMITATIONS SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION.

**8. Term**

a.Term. This Agreement shall commence on the Effective Date. This is a month-to-month Agreement and shall continue on an ongoing basis until terminated by either party giving a calendar month's written notice to the other. If either party so terminates the Agreement, no reason or cause is necessary.

b.Termination. Either party may terminate this Agreement upon breach by the other party. Agency may cancel this Agreement, in its discretion, at any time.

c.Survival. Sections 3(d), 5, 6, 7, 8, 9 and 10 shall survive expiration or termination of this Agreement. In addition, following termination or expiration, Merchant shall continue to honor all Vouchers, according to their terms, for which have been remitted by Agency.

**9. Non-Compete**

For good consideration and as an inducement for Agency to engage Merchant, the undersigned Merchant hereby agrees not to directly or indirectly compete with the business of Agency and its successors and assigns during the period of this agreement and for a period of five (5) years following termination of this agreement and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that Merchant shall not own, manage, operate, consult or to be employed in a business substantially similar to or competitive with the present business of Agency or such other business activity in which the Agency may substantially engage during the term of this agreement. Merchant acknowledges that the Agency shall or may in reliance of this agreement provide Merchant access to trade secrets and other confidential data and good will. Merchant agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

**10. Miscellaneous**

a.Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements and/or understandings, whether written or oral. This Agreement shall not be modified except by a written agreement dated subsequent hereto signed on behalf of each Party by their duly authorized representatives.

b.Notices. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by facsimile, messenger, delivery service, or in the Mail, postage prepaid, certified or registered, return receipt requested, and addressed to a Party at the address specified in the Order Form or such other address as a Party may designate pursuant to this notice provision.

c.Waiver. No waiver of any term or condition hereof shall be effective unless in writing and signed by the authorized representative of the Party against whom such waiver is asserted. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.

d.Governing Law. This Agreement shall be governed by the laws of the state of Florida, without reference to principles of conflicts of law, and the Parties further consent to the exclusive jurisdiction of the local and federal courts located in Florida to resolve any dispute that may arise between the Parties relating to this Agreement. The prevailing party in any dispute arising from this Agreement shall be entitled to recover its reasonable attorney's fee.

e.Counterparts. This Agreement may be executed in one or more counterparts, which may be exchanged by facsimile or other electronic means, each of which shall be deemed an original and which together shall constitute one and the same agreement.

**Authorization & Signing**

I represent that I am a duly authorized representative of Merchant and that my act of signing this document shall be a binding commitment of Merchant under the terms of this Coupon Merchant Service Agreement Standard Terms & Conditions upon the signed and dated acceptance signature by Agency below.

Clinic Name \_\_\_\_\_ Number of Massage Therapist on Staff: \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, and Zip \_\_\_\_\_  
Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_ Website \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ **Please Fax Back to: (800) 549-1624**

For New Health Centers, Inc to sign:

Accepted this \_\_\_\_\_, 20\_\_\_\_ by Agency  
By: \_\_\_\_\_, (signature)  
Title: \_\_\_\_\_