

Wellness Coach/Client Coordinator Agreement

THIS WELLNESS COACH AGREEMENT ("Agreement")

Firefly Wellness Concepts Inc. A Canadian based Corporation having their offices located: 128 Hampton Rd., Rothesay, N.B. Canada E2E 2N6. Naming within this agreement for WELLNESS COACH/MEMBER/CLIENT COORDINATOR will be certified as a Firefly™ **WELLNESS COACH**.

and

WELLNESS COACH to be assigned hereinafter referred to as "WELLNESS COACH" has been trained and certified utilizing Firefly™ products, services and technology.

Recitals

- 1. Firefly Wellness Concepts Inc Provides **WELLNESS COACH** with approved product information; technology information and ViralScore™ report submissions.
- 2. Firefly Wellness Concepts Inc. And WELLNESS COACH mutually desires for WELLNESS COACH to service existing or to create a client base or conduct seminar types events utilizing Firefly Wellness Concepts Inc programs.

Agreement

IN CONSIDERATION of the mutual covenants and agreements set forth herein, Firefly Wellness Concepts Inc and **WELLNESS COACH** hereby agrees to the following:

- **1. Definitions:** For purposes of this Agreement the term:
- 1.1 <u>"Agreement"</u> means this Non-exclusive **WELLNESS COACH** Agreement and the Exhibits attached hereto, as the same may be amended from time to time.
- 2. WELLNESS COACH Relationship with Firefly Wellness Concepts Inc -- Scope of Authority:
- 2.1 <u>Appointment.</u> Firefly Wellness Concepts Inc hereby appoints **WELLNESS COACH** as an independent representative to promote products and services within the Firefly[™] program.
- 2.2 <u>Independent Contractor.</u> **WELLNESS COACH** is, and for all purposes shall be deemed to be, an independent contractor hereunder.
- 3. REFERRING WELLNESS COACH Responsibilities:
- 3.1 <u>Representations.</u> In performing under this Agreement, Certified **WELLNESS COACH** represents warrants and covenants that it shall:
 - (a) conduct itself in an honest, professional and ethical manner and comply with all Laws;

- **4. Compensation:** Per Exhibit B (will be sent separately from this agreement)
- 5. Proprietary Property and Confidential Information:
- 5.1 <u>Proprietary Property.</u> **WELLNESS COACH** acknowledges that the technical know-how, and all information relating, directly or indirectly, shall be the sole and non-exclusive proprietary property ("Proprietary Property") of Firefly Wellness Concepts Inc.
- 5.2 <u>Confidential Information.</u> Each party will preserve as strictly confidential the terms and conditions of this Agreement, all non-public information and material regarding the business of Firefly Wellness Concepts Inc. in whatever form and whether or not marked as confidential) and all confidential, non-public information designated in writing as confidential regarding the business of **WELLNESS COACH** (collectively "Confidential Information"). , or (iii) comply with Laws or as otherwise required by a court of competent jurisdiction.

6. Promotional Material:

WELLNESS COACH shall only use Promotional Material originally supplied by Firefly Wellness Concepts Inc. In no event shall any Promotional Material contain the name, copyrights, service marks, trademarks, or any other proprietary information or material of Firefly Wellness Concepts Inc. Without the advance express written consent of Firefly Wellness Concepts Inc.

WELLNESS COACH Profile

WELLNESS COACH / Name					
Email of Main Contact					
Complete Address					
Phone #	Personal Cell Phone				
SIN#	(Needed for commission analysis)				
Firefly™ Area Clinic/ WELLNES		•			
Experience overview					
Office Use Only\					
WELLNESS COACH REFERRAL a Enagic Distributor #			Yes	No	
Manual Sent Da	te				
GRC Training Certificate sent	Yes	Date			