

This Agreement (“Agreement”) is between DNSW, Inc, dba Doctors Supplement Store (“us”, “we”) and the certified health care provider (“you”) engaging in our Service (“Service”) as described in this Agreement. You affirm that you are a certified health care provider in the state in which you practice, and you agree to provide a W-9 and a copy of your license or credentials prior to being issued your first earnings payment.

**By signing up for the Service, you agree that you have read, understood and agree to the terms and conditions herein.**

OVERVIEW: We provide product ordering and fulfillment services so your patients can purchase any nutritional supplements from within the brands you select. We will provide you with a unique web address through which your patients may place orders after registering using a registration code we assign to you. Patients may also order by phone.

PATIENT INTERACTION: Patients using our service will be deemed our customers, and we reserve the right to interact with them as needed to provide the Service. However, we do not provide health advice or product/dosage recommendations, we will not send unwanted email (spam) to your patients, and we will not promote products and services you have not recommended unless you have authorized such promotion in advance.

**ADVERTISED PRICES: You agree not to display your registration code or any product price or offer associated with our Service which is lower than MSRP on any website. You further agree not to promote or attempt to sell product from our Service through any website not directly affiliated with you, such as Amazon or EBay.**

PRIVACY: We will not share personally identifying information about you or your patients with any third party without your permission, except that we may share information with suppliers whose products you sell through our Service as is often needed for suppliers to commission their sales reps.

**SERVICE FEE: Our service fee is calculated as no more than 50% of the gross profit on each sale as defined below. By the 10th of each month, we will issue payment for your store’s aggregated gross profit from the prior month minus our service fee.**

PRICING AND PAYMENT CALCULATION: Products will be priced at the Manufacturer Suggested Retail Price (MSRP) or if no MSRP is published, then at a price we set. **Gross profit is defined as the MSRP minus the wholesale price (of a single item with no volume discounts) and will be reduced by discounts set by you. Shipping and sales tax are not included.** Credit card processing fees will not impact your earnings since we cover this cost for you. Your payment will be reduced for any fraudulent orders, returns, refunds and chargebacks. You may optionally choose to forego some or all of your payment to be passed on as a sitewide discount to your patients.

DISCOUNTING: All discounts set by or for you are deducted from your earnings. This includes coupons, user-specific discounts (employee and patient) and sitewide discounts. Discounts issued in the normal course of business, like customer service “good will”, rewards redemption and the Auto Ship 5% discount, will be split 50/50 between you and us. (When free shipping is offered, we cover 100% of the shipping cost.)

WEBSITE: We retain all rights and control of our website. We will make commercially reasonable efforts to minimize downtime, but we will have no liability if it occurs.

**TAXES: You are responsible for all applicable Federal, State and local income taxes on earnings paid under this Agreement.** We will issue a Form 1099 to you if required by Federal tax law. By law we collect and remit sales tax on purchases being shipped to states that require it. Therefore, there is nothing you need to do regarding sales tax.

SERVICE CHANGES: We may change any aspect of the Service at any time. We will notify you 30 days prior to any material changes, and you may either agree to the change or discontinue service. After 30 days, we may withhold payment(s) until you have let us know your choice.

**INDEMNIFICATION:** You agree to indemnify, defend and hold harmless us and our affiliates, officers and employees, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) arising from your patient relationship, including but not limited to your patient treatment protocol.

**TERMINATION OF SERVICE:** **Either party may terminate this Agreement at any time, for any reason, by giving the other party at least 30 days written notice. You will be paid for sales through the termination date.** We may withhold final payment for up to 30 days after the termination date to account for any fraudulent orders, chargebacks, returns, refunds or other adjustments. We reserve the right to offer product discounts to your patients up to 30 days prior to the termination date so that we can sell down inventory acquired exclusively for you. **No less than 30 days after notification of termination, your store will be shut down and will no longer be accessible to your patients.**

**SCOPE, LIABILITY AND JURISDICTION:** This Agreement represents the entire Agreement between you and us and supersedes any other verbal or written agreements, except as otherwise expressly set forth in a mutually executed Master Services Agreement (MSA). Our entire liability to you arising from this Agreement, whether in contract or tort, will not exceed any amounts outstanding and payable to you as set forth in this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Missouri. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Missouri.