

Lease and Licensing Agreement

This Lease and License Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ (the “Effective Date”) between Wellness Building Blocks Networks, LLC a Florida limited liability company having a place of business at 7400 SW 50th Ter, Miami, FL 33144 (“Lessor”) and the below identified Lessee. This Agreement consists of this page (“Signature Page”), and the attached terms and conditions (“Terms and Conditions”). Each reference on this Signature Page shall be construed to incorporate all the terms provided in the Terms and Conditions. In the event of any conflict between the provisions of this Signature Page and the Terms and Conditions, the latter shall control. The basic terms of this Agreement:

A. Reader. This Agreement is for a lease of personal property and related software known as the ProCheck Antioxidant Reader (“Reader”) as more specifically described on the attached *Exhibit A*, which is incorporated herein by this reference.

B. Expiration Date. This Agreement is for a period of **1-year from the date on which the first Basic Rental is due and payable.**

C. Rental. Basic Rental of \$ **195.00** monthly plus \$25 monthly nonrefundable maintenance and all Assessment fees, shall be due and payable ***in arrears*** on the 14th day of the following month. Each rental payment shall be prorated for any partial month, and payments and all Assessments, shall be payable by Lessee’s bank account draft.

D. Down Payment. \$500.00 support initial fee, which shall be applied to the final Rental payments due (equivalent to the Down Payment amount) so as long as it has not previously been applied to a Lessee obligation due to a default under the Agreement or forfeited upon earlier Termination or Expiration. The Down Payment shall be due and payable upon execution by Lessee of this Signature Page.

E. Bank Account Draft. Monthly payments are to be made using the following bank account information on the 14th of every month.

Account Holder’s Name:

Routing Number:

Account Number:

Bank Name:

F. Backup Payment Information. In case of issues with the automated bank account draft Lessee gives permission to use the credit card below on file for the monthly payment, plus a 5% credit card fee, and any additional fees charged to the Lessor.

Circle One: VISA	MASTERCARD	AMERICAN EXPRESS	DISCOVER
Card Number:	Expiration:		CVC:
Card Holder’s Name:			
Billing Address:			

G. Lease Renewal at Expiration. This agreement will be automatically renewed at the end of the initial 1-year term. Each renewal period will be for a period of 12 months and is subject to all the original Terms and Conditions as outlined in this agreement.

F. Health Care Professionals. If the Lessee is a health care professional or works in the health care industry, he acknowledges that the Reader is not a medical device and is only to be used in combination with sales of Immunotec’s products. Also, it is the Lessee’s responsibility to confirm use of the device and any data stored from it are compliant with HIPAA and all federal and local laws.

LESSOR
Wellness Building Blocks Networks
7500 SW 50th Ter STE 202
Miami, FL 33155
Phone: 1-800-658-4669
Email: info@wbbnetworks.com
Website: wbbnetworks.com

LESSEE
NAME: _____
SIGNATURE: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

Terms and Conditions

1. **Meaning of Words** – “Reader” means the Antioxidant Reading Machine and related equipment described in Exhibit A. “Related Software” means the software programs developed and owned by Lessor and described in such Exhibit A. “Distributor” shall mean an independent contractor who has signed a Distributor Agreement with Immunotec Research United States, Inc, or its affiliate. Capitalized terms not defined in this Agreement shall have the meaning set forth in the Signature Page.

2. **Lease and License** - Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Reader, and Lessor hereby licenses to Lessee the Related Software, all in accordance with the terms and conditions of this Agreement *provided, however*, that this Agreement shall only become effective upon the signing of all documents required pursuant hereto by an authorized representative of Lessor, which will occur only after (i) confirmation by Lessor that Lessee is a Distributor, and (ii) payment of deposit.

LESSEE WARRANTS THAT IT SHALL USE THE READER PRIMARILY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR OTHER PURPOSES. LESSEE FURTHER WARRANTS THAT IT SHALL ONLY USE THE READER FOR THE PURPOSES EXPRESSLY ALLOWED IN SECTION 7.

3. **Term; ADR; No Medical Device** –The term of this Agreement shall be a period of 36 consecutive months (“Initial Term”), commencing on the Effective Date. If Lessee is not in breach, this Agreement, shall renew automatically for additional 12 consecutive month periods (“Renewal Term”) unless either party gives the other written notice of its intent not to renew this Agreement at least 60 days prior to the expiration date (as set forth in the Signature Page, and hereinafter the “Expiration”) of its Initial Term or any Renewal Term. If Lessee fails to comply with Lessor’s Automatic Delivery Rewards (“ADR”) requirements, as announced and revised by Lessor from time to time (the “Minimum ADR Requirement”), Lessor may disable the Reader and terminate this Agreement. Lessee acknowledges that (a) the Reader is not a medical device, is not, and cannot diagnose, treat, cure or prevent any disease, has not been cleared as an approved medical device and Lessee assumes the risk that this Agreement may be terminated if the Reader is deemed to be an unapproved medical device by the FDA, and (b) Lessor makes no representation or warranty that the Reader is *not* a medical device. Lessee may terminate this Agreement at any time, subject to (i) thirty days prior written notice to Lessor; (ii) the return of the Reader; (iii) payment of any Rental and other amounts accrued or owed through the termination date (and thereafter for obligations surviving termination); and (iv) payment of all remaining Rental and other amounts which otherwise would have accrued through Expiration, discounted by five percent (5%) per annum; *provided, however*, that if Lessor re-leases the Reader within sixty days of receipt of notice of early termination, Lessee shall be released from its payment obligation under the foregoing subsection but shall forfeit the Down Payment.

4. **Rent; Prepayment** – Lessee shall pay Lessor the Down Payment, Basic Rental and Renewal Term Rental (collectively, the “Rental”) for the use of the Reader and the licensing of the Related Software, in the amounts and on the dates (“Rental Payment Dates”) specified in the Signature Page. So long as there is no Default or termination under this Agreement, the Down Payment shall be applied towards the final payments of the Initial Term. If any amount payable is not paid within five (5) business days after it is due, Lessee shall immediately pay Lessor a late charge equal to 5% of such amount. Lessee shall also pay Lessor interest on all overdue amounts at the rate of 18% per annum or the maximum amount allowed by law, whichever is less. The Down Payment, all Rental, late charges, and interest shall be payable automatically by a valid credit card as shown on the Signature Page, which credit card Lessee hereby authorizes Lessor to charge to receive Rental and all other amounts due and payable under this Agreement. Failure to maintain a valid, active credit card to make Rental payments shall constitute grounds for immediate termination of the Agreement.

5. **Title; Label** - Title to the Reader (including any replacements, additions, accessories, modifications, upgrades, and enhancements) shall remain with Lessor at all times, and Lessee shall have no right, title or interest therein other than its leasehold and licensing interests under this Agreement. Lessee shall, at its expense, protect and defend Lessor’s title to the Reader and keep it free and clear from any claims, liens, and encumbrances. The Reader shall at all times be and remain personal property. Lessor may affix, or direct Lessee to affix, a label to the Reader, and Lessee shall not alter, deface, cover, or remove such identification or label.

6. **Limitation on Warranties** – The Reader will be of the kind and quality described in the Signature Page, free of defects in workmanship and, with regard to the Reader, in the material. Lessor shall, upon receipt of written notification and receipt of the Reader (insured and shipped at Lessee’s expense), take steps to correct such nonconformity either by replacing the Reader and/or Related Software, or component thereof, or by repairing any defective part or parts, at Lessor’s option. **The foregoing warranty shall be null and void if Lessee has modified, abused, or damaged the Reader or Related Software, or if the Reader or Related Software is lost or damaged in shipping, in which event Lessee shall indemnify Lessor for all losses resulting therefrom; and provided further, that the foregoing warranty shall be null and void if Lessee removes the Reader or Related Software outside the United States or Canada. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LESSOR AND LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED. Lessor shall have no liability to Lessee or any third party for any special, direct, indirect, incidental or**

consequential damages of any sort.

7. **Use and Operation of Reader** - Lessee understands and agrees that the Reader (and the Related Software) is a measuring tool, for use in determining whether to increase a person's intake of certain selected dietary ingredients, specifically bonded cysteine, glutathione, and carotenoids. The information derived from the measurement obtained from the Reader is only part of an over-all, well rounded approach to good health practices, including regular monitoring of certain dietary intakes, and is not intended to provide an overall nutritional profile. Lessee shall use the Reader in accordance with this Agreement and the User Manual accompanying the Reader, in particular, shall not (i) make any unapproved claims; (ii) use the Reader or Related Software to promote or sell nutritional supplements except those of Lessor or of Immunotec Research, Corp; or (iii) represent that the Reader can diagnose, prevent, mitigate, treat or cure any disease or condition of the human body. All Reader use shall be in conformity with all applicable laws and regulations, any insurance policies, the warranties of Lessor herein, any manufacturer warranties, and any Reader maintenance agreements. Lessee may permit other Distributors to use and operate the Reader for customers and clients of such Distributors; *provided, however*, that Lessee shall continue to remain liable for all obligations under this Agreement. Lessee shall not relinquish possession of the Reader or Related Software to a Distributor until such Distributor has been trained in the use, benefits and limitations of the Reader, and has obtained Distributor's agreement to abide by this Section 7. Lessee shall insure that Distributors do not permit any other person, firm or corporation to use the Reader or Related Software.

8. **Limitation on Laptop Use** - The Reader equipment includes a laptop computer capable of accessing the internet (the "Laptop"). Lessee shall only use the Laptop as necessary to operate the Reader. The Laptop may not be used to access any internet site except for certain pages of the Lessor's or Immunotec Research's website that are necessary to properly operate the Reader or related to the business. In the event Lessee uses the Laptop to access a website that is not specifically permitted by Lessor, Lessee will be liable for any damages caused by any computer virus, spyware, or other software that affects the Laptop or the Reader's ability to operate properly, and the warranty provided in Section 6 of this Agreement shall be null and void. Furthermore, in the event of such unauthorized use of the Laptop, Lessor may, at its own discretion, terminate this Agreement immediately.

9. **Risk of Loss** - Lessee assumes all risk of loss, damage, theft, or destruction of the Reader. If the Reader is lost or stolen, or if Lessor determines that it cannot be repaired, Lessee shall, within 30 days after such loss, theft, damage, or destruction, pay Lessor the cost of replacing such Reader, as applicable, plus any other amounts owed under this Agreement, whereupon this Agreement shall terminate. The Down Payment may be applied toward outstanding Rental, late charges, or Assessments.

10. **Maintenance and Repairs** - Except for normal cleaning and taking reasonable care of the Reader, Lessor shall be responsible for all maintenance, defects or quality issues and Lessee shall promptly notify Lessor of all quality, maintenance, or repair issues.

11. **Taxes and Assessments** - Lessee shall be responsible for and shall hold Lessor harmless from all documentation and filing fees and all taxes relating to this Agreement, the Reader ("Assessments"), but excluding any Federal, state, or local income taxes of Lessor imposed upon Lessor in consequence of its receipt of Rental payments.

12. **Indemnification** - Lessee assumes liability for and hereby agrees to indemnify, protect and keep harmless Lessor and its affiliates and their officers, directors and employees from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees and expenses, of whatsoever kind and nature, arising out of the use, condition or maintenance of the Reader, whether authorized by Lessor or not, or whether arising from use of the Reader by another Distributor, including but not limited to any use not authorized under Section 7. Any Lessee who is subject to the privacy rules of HIPAA and who uploads data from a scan to Lessor without a signed HIPPA Authorization, shall indemnify, protect, and keep harmless Lessor and its affiliates and their officers, directors, and employees from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees and expenses, arising from Lessee's failure to obtain a HIPPA Authorization. Lessee alone shall determine if Lessee is subject to HIPAA, and Lessor hereby disclaims any responsibility or liability in connection with Lessee's failure to comply. The indemnities hereunder shall survive the Expiration or termination of this Agreement.

13. **Return of Reader** - At the Expiration or earlier termination of this Agreement, Lessee shall return the Reader and Related Software to Lessor at Lessor's address on the Signature Page, properly packaged and fully insured, at Lessee's expense, and freight prepaid by Lessee, in the same operating order, repair condition and appearance as on the Effective Date, except for reasonable wear and tear resulting from authorized use thereof. If the Reader and Related Software are not returned in a timely fashion, or if repairs are necessary to place the Reader or Related Software in the condition required in this Section, Lessee shall continue to pay to Lessor Rental at the last prevailing rate for the period of delay in redelivery, or for the period of time reasonably necessary to perform such repairs together with the cost of such repairs, as applicable. Lessor's acceptance of such Rental on account of such delay or repair does not constitute a renewal of the Term or a waiver of Lessor's right to prompt return of the Reader in proper condition. If Lessor determines that the Reader cannot be repaired, then Section 9 shall apply.

14. **Representations and Warranties of Lessee** – Lessee represents and warrants that: (i) this Agreement and all related documents are Lessee's legal, valid, and enforceable obligations; (ii) it has entered into a Distributor Agreement with Lessor; (iii)

the credit card identified on the Signature Page is in Lessee's name and is valid and is in full force and effect, and Lessee has authority to authorize Lessor to deduct or receive Rental and all other payments under this Agreement from such credit card, and that such credit card shall remain valid during the Term; (iv) **LESSEE'S DECISION TO LEASE THE SCANNER AND LICENSE THE RELATED SOFTWARE IS ENTIRELY DISCRETIONARY AND SUCH LEASE AND LICENSE MAY OR MAY NOT BENEFIT LESSEE'S BUSINESS AS A DISTRIBUTOR FOR LESSOR OR ANY OF ITS AFFILIATES** ; (v) **LESSEE SHALL NOT RECEIVE ANY DISTRIBUTOR COMMISSIONS AS A RESULT OF LESSEE'S DECISION TO LEASE THE SCANNER AND LICENSE THE RELATED SOFTWARE**; (vi) Lessee is an independent contractor and as such shall not attempt to speak for or to bind Lessor or its affiliates in any way; and (vii) Lessee shall not, and shall not permit any other person or entity, to operate or use the Reader so as to incur or impose any liability against or obligation on Lessor.

15. **Default, Remedies and Adverse Credit Notice**– The following shall be Events of Default: (i) Lessee's failure to pay any amounts hereunder when due; (ii) the failure of any of Lessee's representations or warranties herein to be correct in any respect at any time; (iii) Lessee ceases to do business as a going concern, or sells substantially all of its assets, merges, consolidates or reorganizes with or into any entity; (iv) Lessee's insolvency, bankruptcy or assignment for the benefit of creditors (v) Lessee's failure to perform any obligation under its Distributor Agreement, including compliance with all policies and procedures in force by Lessor or any other agreement with Lessor or Lessor's affiliates, or any other creditor; or (vi) an adverse change in Lessee's financial condition as a result of which Lessor, in good faith, deems itself or the Reader to be insecure. At any time after an Event of Default, Lessor may exercise any one or more of the following remedies and any other remedies under applicable law: (i) by written notice, terminate this Agreement; (ii) render the Reader unusable; (iii) enforce Lessee's performance of this Agreement and/or recover damages for its breach; (iv) whether or not this Agreement is terminated, cause Lessee to promptly return the Reader; and (v) recover all of its costs and expenses, including attorneys' fees.

16. **Assignment** – **LESSEE MAY NOT ASSIGN OR TRANSFER ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. LESSOR MAY ASSIGN ITS RIGHTS UNDER THIS AGREEMENT AT ANY TIME.**

17. **True Lease** – Nothing contained herein shall give or convey to Lessee any right, title or interest in and to the Reader or Related Software except as a lessee or licensee thereof. It is the express intent of the parties that this Agreement constitutes a true lease of personal property and a software license, and in no event shall it be considered a sale of the Reader or the Related Software to Lessee.

18. **Tax Benefits** – Lessee acknowledges that Lessor is the owner of the Reader for Federal and state income tax purposes, and as such is entitled to take all Federal and corresponding state depreciation deductions.

19. **Force Majeure** – The obligations of Lessor hereunder shall be suspended to the extent it is hindered or prevented from complying therewith because of the manufacturer's inability to perform for any cause whatever beyond its control.

20. **Miscellaneous** – The rights herein granted to Lessor shall also apply to its affiliated and subsidiary companies. The failure of a party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect as if such invalid or unenforceable term had never been included. All notices and other communications required or permitted to be given under this Agreement shall be transmitted in writing to the address on the Signature Page by Certified United States Mail, by guaranteed overnight delivery, by electronic mail, or by facsimile. The laws of the State of Florida shall govern this Agreement. Any action brought to enforce it must be brought in Miami, Florida or in the Federal Courts in Florida.

