



## My Wellchoice+ Services Agreement

### TERMS OF THE AGREEMENT

This Agreement is made and entered into with an *effective date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_* by and between Scott Leavitt and Associates, dba My Wellchoice+, an Idaho corporation, whose principal address is 9494 Fairview Ave., Ste. C, Boise, Idaho 83704 and \_\_\_\_\_, hereinafter referred to as "The Company". Whose principal address is:

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### IDENTIFICATION OF PARTIES TO THE AGREEMENT

1. My Wellchoice+ is a for-profit corporation that is engaged in the business of providing an internet based online wellness program composed of, but not limited to, fitness, nutrition and life-skills management components.
2. Subject to the terms of this Agreement, The Company desires to engage the services and/or products of My Wellchoice+.

### DESCRIBING THE TERMS OF THE AGREEMENT

1. **Term of Agreement.** This Agreement shall commence on the Effective Date hereof and shall continue until terminated prior thereto in accordance with the terms of this Agreement.
2. **Cancellation of Agreement:** The Company reserves the right to terminate this Agreement, upon thirty days written notice to My Wellchoice+ after a time period of three years had been satisfied after the initial effective date. The receipt of the notice of termination shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing. In the event of termination under this subsection, The Company shall be liable for services provided by My Wellchoice+ up to 30 days after the effective date of the notice.
3. **Payment of Services:** The Company agrees to pay the My Wellchoice+ the membership fees agreed upon in Addendum I, that will become due on the first of each month. The agreed upon fees will not change for a period of three years.
4. **Indemnification of The Company,** My Wellchoice+ shall indemnify, defend and hold The Company harmless from any and all claims, losses and/or damages, of whatever kind and nature, arising from, out of or in connection with the performance by My Wellchoice+ of its obligations under this Agreement, including but not limited to reasonable attorneys' fees incurred by The Company in defending itself from any and all such claims.

**5. Attorney's Fees and Costs.** Should either party to this Agreement be required to enforce the terms herein, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

**6. Notice to Parties to Agreement.** Wherever under this agreement a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making same and it shall be deemed sufficient notice and service thereof when such notice is personally delivered, or mailed as provided for service of cancellation of agreement in paragraph 2 above.

**7. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of **Idaho**. In the event that any portion of this Agreement is held be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.

**8. Jurisdiction and Venue.** The parties agree that the courts of the State of Idaho shall have jurisdiction over the parties and this transaction and that any litigation will take place within the venue of Ada County, Idaho.

**9. Benefit.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

**10. Assignment.** This Agreement may not be assigned by either party without the express written consent of the other.

**11. Amendment.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise altered, except by written consent signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above written.

Company name: \_\_\_\_\_

My Wellchoice+

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

Scott Leavitt, President

Title

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Marketing Representative Name

\_\_\_\_\_  
Rep. #



## **My Wellchoice+ Services Agreement**

### **Addendum I**

#### **My Wellchoice+ Online Wellness Program Pricing**

**Group size:**

\_\_\_ **2-499 members**

**\$2.95 Emp. + children, \$4.95 Family**

\_\_\_ **500-999 members:**

**\$2.50/mo- Emp. + children, \$4.50/mo- Family**

\_\_\_ **1,000- 4,999 members:**

**\$2.25/mo- Emp. + children, \$3.95/mo- Family**

**Initials: \_\_\_\_\_**