



Marketing Services Agreement

Contract Date: January 15, 2020

The parties ("**Parties**") to this Marketing Services Agreement (the "**Agreement**") are:

"Client":

Anagen Hair Restoration
8403 Colesville Road
Suite 1100
Silver Spring, MD 20910
Phone: 301-589-1147

Attn: Al Tariq Harris, aharris@anagenstaffing.com, Andrea Siemaszko, andrea@anagenhair.com

"HS":

Healthcare Success, LLC
2860 Michelle Dr., Suite 230
Irvine, CA 92606
Phone: (800) 656-0907
Attn: Accounting

The following is an outline of the marketing services to be provided by HS to Client under this Agreement in the Territory:

Landing Page Development & Optimization

- Conversion Rate Optimized, Patient Conversion Landing Page for the duration of the program.
- Landing Page Design/Development
- Custom Copy Writing
- (One page. Includes one revision. HS will purchase and control unique URL address and Landing Page content.)
- On-going Optimization (as needed, determined by HS)
- Estimated timeline of Landing Page completion is 15-20 business days from the initial intake call, assuming client provides approvals according to predetermined, agreed-upon production schedule.
- Client has up to three (3) days to provide feedback and approvals for revisions.

Online Patient Generation Program

HS will create an online marketing program for Client to generate new patients seeking hair restoration treatment. Includes:

- Pay-per-Click Keyword setup and management on Google Ads
- Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- Display setup and management on Google Adwords, Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- All Devices (optimal on desktop and mobile)
- Google Analytics Setup and Optimization (Goal URL's, Goal Conversions, Goal Tracking)
- Call Tracking Setup and Reporting
- Ad Copies (Text & Image) and/or Ad Copy recommendations
- Comprehensive Pay-per-Click Reporting with Data Analysis

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Agreement Term and Payments

The initial term of this Agreement will be for twelve (12) months following mutual execution of this Agreement (the "**Initial Term**"). Payments for services are due monthly, in advance, the first being due to begin. All subsequent payments will be due each thirty days (30) following.

Landing Page Development and Campaign Setup Fee

One-Time \$1,000 LP Development Fee

One-Time \$500 Campaign Setup Fee

Online Patient Generation Program

Media Budget \$5,000.00 per month

~~\$500 monthly LP subscription~~ (WAIVED)

Monthly Payments 1-12 total \$5,000 per month

First Payment of \$1,500.00 due to begin. All following payments of \$5,000.00 per month will occur each month (30 days) following.

Renewal Terms

Following the Initial Term, this agreement will automatically renew for successive One Year "Renewal Terms," at the same monthly rate, unless either party provides written notice of its intent not to renew no more than ninety (90) days but no less than sixty (60) days in advance of the end of the term then in effect. Any notice received with less than 60 days' notice will result in auto renewal for an additional Renewal Term.

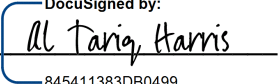
Initial Term Provision:

Assuming client is in good payment standing, HS to provide client one-time opportunity to cancel this agreement following the completion of month 6 with written 30-day advance notice.

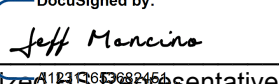
Billing name and address (if different)

Miscellaneous. The fees quoted in this Agreement are valid for seven (7) days from the contract date set forth on the first page of this Agreement. Client's signature below is deemed authorization for HS to proceed with the services described in this Agreement, to keep the undersigned signature on file and to charge the aforementioned credit card for the amounts shown above on the dates indicated.

Client: Anagen Hair Restoration

By:  Date 1/15/2020
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Healthcare Success, LLC

By:  Date 1/15/2020
41124C66F3682456
Authorized HS Representative

Its: CFO

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CLIENT AUTHORIZATION FOR DIRECT PAYMENT VIA ACH/EFT

I (We) _____ of _____ (company)
authorize **Healthcare Success, LLC** to electronically debit my (our) account (and, if necessary,
electronically credit my (our) account to correct erroneous debits) as follows:

Checking Account/ Savings Account (select one) at the depository financial intuition named below
(DEPOSITORY). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Depository Name _____

Routing Number _____

Account Number _____

Amount of debit (s) or method of determining amount of debit(s) (or specify range of acceptable
dollar amounts authorized:

Date(s) and/or frequency of debit(s): _____

I (We) understand that this authorization will remain in full force and effect until I (We) notify Healthcare
Success, LLC in writing that I (We) wish to revoke this authorization. I (We) understand that Healthcare
Success, LLC requires at least 15 days prior notice in order to cancel this authorization.

Name(s) _____

Date _____ Signature _____

i. The NACHA Operating Rules do not require the consumer's express authorization to initiate
Reversing Entries to correct erroneous transactions. However, Originators should consider obtaining
express authorization od debits or credits to credit errors. ii Written debit authorizations must provide
that the Receiver may revoke the authorization only by notifying the Originator in the time and manner
stated in the authorization. The reference to notification should be filled with a statement of the time and
manner that notification must be given in order to provide company a reasonable opportunity to act on it.

EXHIBIT A**TERMS & CONDITIONS FOR
ONLINE MARKETING SERVICES AGREEMENT**

The Parties have executed this Marketing Services Agreement (the "**Agreement**"), subject to the following terms and conditions:

1. **Authority; Designated Representative; Territory.** Client represents that it has full corporate power and authority to execute, deliver and consummate the Agreements. Client will designate one representative ("**Designated Representative**") that is authorized to make decisions regarding the services provided by Healthcare Success, LLC (HS) under the Agreement. Client agrees that all decisions made by Client's Designated Representative will be binding upon Client. For purposes of the Agreement, the "**Territory**" is defined as the county or counties where the Client treats its patients.

2. **Online Media Buying Services Payment and Terms.** HS will manage advertising, planning, purchasing, ad copy and tracking for of Client's approved online advertising budget. All payments made by Client under the Agreement are considered payment in advance for marketing services to be provided under the Agreement. Client understands and agrees that if any payment is not received within five (5) days after payment due date, the delinquent amount shall be subject to a late fee of 1.5% per month, and HS may immediately suspend all work for Client and terminate Client's license to use HS copyrighted materials until payments are made current in accordance with the payment schedule set forth in this Agreement. In the event the Agreement terminates for any reason prior to the end of any previously approved media contracts, this Addendum will survive for the term of those contracts, and Client will advance any and all remaining amounts due under those contracts to HS during the remaining contract periods. HS shall be authorized to apply any deposit or unpaid balance that comes due under this Addendum, and shall remit the unused portion of the Deposit to Client at such time as all approved media contracts have been fully paid. In all cases, Client assumes ultimate and sole financial responsibility for all contracted media schedules that Client authorizes HS to contract for on its behalf. HS will retain a customary portion of online media as commission for acting as Client's exclusive and qualified media buying agency. HS will pay the balance directly to the media company pursuant to the applicable media contract. Because HS utilizes a proprietary process to purchase online media on behalf of its clients, specific campaign data (e.g., bid amounts, ad copy, keywords and related statistics) shall remain intellectual property of HS.

3. **Copyrights; Revocable License to Use; No Assignment.** In consideration of and contingent upon the payments to be made by Client under this Agreement, HS grants to Client during the Initial Term and Renewal Terms, if applicable, a non-exclusive, revocable, license to use, re-use, or reprint the Materials under the Agreement strictly in connection with Client's current business in the Territory (the "License"). Client may not sell, assign, transfer or encumber the License without the express written consent of HS. Client acknowledges that all of the marketing materials that HS creates in the course of performing services for Client are valid copyrights of HS, and these materials do not represent a work for hire agreement.

4. **Compliance with Applicable Laws.** Client is solely responsible to insure that all marketing materials created under the Agreement are in compliance with any and all laws, regulations and/or rules of professional conduct and/or ethics standards ("**Laws and Regulations**") governing or otherwise applicable to Client's profession, business and occupation and its professional employees. Client shall indemnify and hold HS harmless from and against any claims or liabilities regarding the non-compliance of its Materials with applicable Laws and Regulations, including reasonable attorneys' fees incurred by HS in defending against same. If Client approves materials that are later found to not be in compliance with applicable Laws and Regulations, HS will modify the Materials, in which case additional charges may apply.

5. **Photography.** HS provides non-custom, non-rights-managed (stock) photography for marketing materials unless Client specifically contracts for custom photography for an additional fee. For Client-provided photography, Client will arrange for such photography at Client's expense and Client will be obligated to obtain all necessary releases and consents for the use and reproduction of client-supplied photographic images.

6. **Trademarks.** Client warrants and represents that any trademarks trade names, or service marks provided by or approved by Client for inclusion in the Materials will not infringe upon the trademarks or service marks or legal rights of other parties. Client acknowledges and agrees that HS does not provide legal services and, thus, will not perform trademark or service mark searches as part of its services under the Agreement. Accordingly, Client will have sole responsibility for same. Client shall indemnify and hold HS harmless from and against any and all trademark, trade name or service mark infringement actions or claims, including reasonable attorneys' fees incurred by HS in defending against same.

7. **Limitation of Liability.** HS will not be responsible for any consequential, incidental, special or exemplary damages which may be claimed by Client, including but not limited to loss of revenue or anticipated profits, loss of investment, loss of product, business interruption or lost business, personal injuries or any payments due for personal injury, whether or not HS has been advised of the possibility of such damages. In no event shall HS's total liability to Client for any claims for damages exceed the total amount of payments for the fees and commissions incurred by Client under this Agreement. This amount does not include the amount of payments made by HS to media companies for Offline Media or Online Media.

8. **No Warranties.** HS makes no warranties or representations, express, implied or statutory, with regard to any marketing results which may be achieved by Client, or to any product, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior agreements, written or verbal, and understandings between them relating to its subject matter.

10. **No Assignment.** This Agreement may not be transferred or assigned without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

11. **Governing Law and Venue.** This Agreement shall be construed under and governed in accordance with, the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement the Superior Court of Orange County, California, shall be the sole jurisdiction and venue for bringing the action.

12. **Collection Fees and Costs.** In the event HS takes legal action to collect any amounts that are due under the Agreement, Client will be liable for all of HS's collection costs, including reasonable attorneys' fees.

13. **Attorneys' Fees.** In the event of any dispute under the Agreements, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

14. **Waiver.** No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

15. **Captions.** The captions of the articles, sections and paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.

16. **Amendments.** This Agreement shall not be modified or amended except by a writing signed by HS and the Designated Representative of Client.

17. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, then, to the extent that the basic intentions of the parties remain unchanged, the remaining provisions and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

18. **Notices.** All notices, demands or other communications required or intended under this Agreement (collectively a "Notice") shall be in writing and be given by facsimile, email or overnight courier. If a Notice is sent by facsimile or email, it shall be deemed received 48 hours after the time the facsimile or email transmission is sent. If Notice is sent by overnight courier, it shall be deemed received 72 hours after receipt by the overnight courier service. All Notices shall be sent to the undersigned person to the address listed on the first page of this Agreement.

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