



## **Marketing Services Agreement**

**Date:** October 18, 2017

**"Client":**

SynergenX Health  
25000 Pitkin Rd  
Spring, TX 77386  
Attn: Wayne Wilson, CEO  
Office: 281-429-8523  
Cell: 254-458-8700  
Email: [wwilson@synergenxhealth.com](mailto:wwilson@synergenxhealth.com)

**"HS":**

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

### **MARKETING PROGRAM LAUNCH & DEVELOPMENT**

**Branding and Creative Development (printing not included)**

- Marketing Based SEO Friendly Website (Wordpress only)
  - Audit of existing site and SERP rankings
  - Search engine friendly website creation
    - Keyword research and implementation
    - Tags (Title, description, H1, alt, etc.)
    - Copy and art
  - Includes content management platform, e.g., Wordpress
  - Google Analytics set up
  - Responsive design
  - Up to 20 pages

**Online Patient Generation Program**

HS will create an online marketing program for Client's (11) locations to generate patients.

Includes:

- (1) Landing Page – Men's Testosterone
- Pay-per-Click Keyword setup and management on Google Adwords, Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- Pay-per-Click Display setup and management on Google Adwords, Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- All Devices
- Google Analytics Setup and Optimization (Goal URL's, Goal Conversions, Goal Tracking)
- Call Tracking Setup and Reporting

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- Ad Copies (Text & Image) and/or Ad Copy recommendations
- Comprehensive Pay-per-Click Reporting

## **MONTHLY MARKETING MANAGEMENT**

### **Ongoing Online Marketing Support**

- Website Strategies
  - Managed hosting (includes monitoring, site performance, etc.)
  - Updates and refinements – up to 2 hours per month, non-cumulative, including minor copy and art changes
  - Google Webmaster Tools set up
  - Sitemap submission
  - Optimization and testing
- Search engine optimization including but not limited to
  - Keyword research and strategy
  - Blog posts (provides continuously updated content) – up to 2 monthly
  - Off site optimization including annual listing of location(s) up to 50 directories, including Google, Bing, Yahoo! and Yelp
  - Reporting, up to monthly with access to custom client dashboard in Media Reporting Platform via desktop computers & mobile devices
- Reputation Management Program (included if desired)
  - Provides customer feedback, online reviews & customer testimonials for your website (for the duration of the contract)
  - Includes up to (11) locations
  - Tracks reviews on Yelp, Facebook & Google – provides alerts of any negative feedback and automatically requests reviews from customers responding with positive feedback
  - Automated reporting

Note: The above marketing activities will be ongoing. Like any marketing campaign, activities may be phased in and prioritized as appropriate.

## **MEDIA BUYING**

HS will act as the Client's exclusive agent to plan, negotiate, purchase, audit and reconcile various media on behalf of Client, including offline media and/or online media. Unless clearly delineated to the contrary above, HS's charges for media buying services will be billed separately from the marketing services described above, and will be charged to Client's credit card described below. Details about media buying may be found in Addendum Exhibit A, Section 2 C.

## **Agreement Term and Payments**

The initial term of this Agreement will be for Fifteen (15) Months following mutual execution of this Agreement (the "**Initial Term**"). Payments for services (excluding media buying services) are due monthly, in advance, the first being due to begin.

### **Marketing Program Launch & Development**



\$30,000.00 Due to Begin

### **Monthly Marketing Management:**

Monthly Payments 1-13, \$5,000.00 per month

### **Digital Advertising Program (e.g., Adwords, Google Display Network, Facebook)**

Monthly Payments 1-13, \$27,000.00 per month (includes 9 locations @ \$3,000.00 per with payments commencing upon completion of Landing Pages)

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Early Cancellation Option:

Assuming Client has made all payments on time and is in good standing, Client has a one-time option to cancel after the 7<sup>th</sup> payment. A 60-day advance written notice is required

Renewal Terms

Following the Initial Term, the Monthly Marketing Management & Online Patient Generation Program portions of this agreement will automatically renew for successive Renewal Terms of One Year each, at the same monthly rate, unless either party provides the other written notice, no less than Sixty (60) days prior to conclusion of the current Term, of its intention not to renew this Agreement.

Credit Card or EFT Authorization

By its signature below, Client authorizes HS to charge the credit card listed below or utilize an EFT transfer for all monthly payments due under this Agreement

Payment Method: ☐ MasterCard ☐ VISA ☐ AMEX ☐ Check (EFT document attached)

Credit Card Number: \_\_\_\_\_ Card Expiration (mo/yr): \_\_\_\_\_

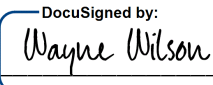
Billing name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

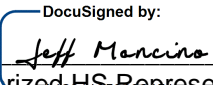
**Miscellaneous.** The fees quoted in this Agreement are valid for thirty (30) days from the contract date set forth on the first page of this Agreement. Media buying, printing, broadcast production, fulfillment and applicable sales tax are additional unless specified otherwise. The Terms and Conditions attached as **Exhibit A** is incorporated into this Agreement by this reference and made a part 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: SynergenX

By:  Date 10/18/2017  
Name EC88B86F9694418...  
Its: CEO

Healthcare Success, LLC

By:  Date 10/18/2017  
Authorized HS Representative  
Its: CFO

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**EXHIBIT A****TERMS & CONDITIONS FOR  
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. Categories of HS Services.

a. Marketing Program Launch & Development. HS's services in this category are provided on a non-reoccurring basis, and are usually associated with the launch of a marketing program. HS will use its commercially reasonable efforts to speedily complete these services, which are usually completed within one to six months, assuming timely responses by Client to HS's inquiries. Irrespective of the payment schedule, creative projects in this category are deemed 20% earned upon completion of client interview, 50% earned upon shipment of first draft and 100% earned upon final (or third) draft. If HS is not engaged for Monthly Marketing Program Management, HS's obligation to Client for these services is deemed complete upon (i) Client acceptance, (ii) three rounds of revisions, or (iii) one year following commencement of this Agreement, whichever occurs soonest.

b. Monthly Marketing Program Management. HS provides services in this category on an ongoing basis. Like any marketing program, activities will be phased in over time according to priority, and specific deliverables may evolve over time. HS will provide client written 30-day advance notice of any noteworthy changes. Services in this category are deemed earned on a monthly basis.

c. Media Buying Services.


i. Exclusive Agent. Client hereby designates HS as the Client's exclusive agent to plan, negotiate, purchase and track various media schedules and contracts on behalf of the Client at the negotiated contract amount with each applicable media company.

ii. Media Authorization. HS will provide Client with specific details for each media contract, which may include the schedule and rates. Client will provide advance written approval for each media contract before being executed by HS on behalf of Client. At the date of the agreement, Client and HS estimate the annual spend for offline (traditional) and online media will total approximately \$ \_\_\_\_\_. However, unless documented to the contrary on the face of this agreement, and subject to Section 2 c iii below, Client has complete control over the amount of the media spend budget including, without limitation, the option to increase the media budget and decrease the budget to the level of what HS, as Client's agent, has entered into non cancellable contracts with media companies. Actual media costs will likely vary from the estimate. HS will regularly reconcile "actual spends" versus "estimated spends," and will either adjust the subsequent month's media invoice or (when amounts are material) create a special invoice or credit. Upon request, Client shall sign an Authorization Letter that documents HS's right to act as the Client's exclusive media buying agency.

iii. Payments. HS shall be solely liable for payment of all media invoices if HS has been paid for those invoices by the Client (advertiser). Prior to payment to HS, the Client shall be solely liable. Client will provide payment for approved media schedules in advance on a monthly basis. Monthly payments shall be charged to Client's approved credit card as many as ten (10) days prior to and no later than the first day of each month for each approved media schedule. Should Client not provide any advance monthly payment as required, HS will not authorize the media schedule for the next month in question. In the event the Agreement terminates for any reason prior to the end of any previously approved media contracts, this provision 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.

iv. Offline Media. For Offline Media (includes but is not limited to, television, radio, newspaper, magazines, direct mail and outdoor), HS will disburse the contracted fee amount to the offline media companies, net of its agreed buyer discount (typically 15% of the cost for the media schedule which is awarded by media companies to qualified media buying agencies). Client agrees to pay all amounts due for Offline Media as set forth in the Agreement and this Addendum directly to HS. HS will retain its portion as a 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.

v. Online Media. For Online Media (including but not limited to pay-per-click, display, retargeting, social media ads, etc.) HS will manage advertising, planning, purchasing, ad copy and tracking for of Client's approved online advertising budget. Client agrees to pay all amounts due for Online Media as set forth in the Agreement

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and this Addendum directly to HS. 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. **Intellectual Property Rights in HS Works.** All works created by HS for client pursuant to this Agreement are alternately referred to herein as "Materials" or "HS Works."

**Exclusive License in Some HS Works:** In consideration of and contingent upon the payments to be made by Client to HS pursuant to this Agreement, unless otherwise noted on the face of the agreement, HS grants to Client an exclusive, perpetual license to use, duplicate, publish or print brochures, main website, logos and other custom print collateral materials it creates for the products and services of Client, within the Territory served by Client.

**Non-Exclusive License in Some HS Works:** HS grants a nonexclusive license to Client for Materials HS creates for Client's external advertising, including without limitation TV scripts or video spots, radio scripts or spots, newspaper advertisements, magazine advertisements, outdoor advertisements, or Internet advertisements or landing pages, which nonexclusive license shall be limited to the initial Term or Renewal Term(s).

**License Conditions and Revocation:** HS may revoke any license granted herein to Client upon a failure of Client to make timely required payment(s) during the initial or renewal terms, or upon the occasion of any other breach of the Agreement by Client. All licenses are non-transferrable by Client.

**Copyright in Materials/HS Works:** Client acknowledges that HS retains copyright in all HS Works, and therefore the right to license similar works or concepts for providers outside of Client territory (excluding any trademarks, copy, or images provided by Client, which are the intellectual property of Client).

**Use or Incorporation of Third Party Works:** HS may, on occasion, license materials from third parties ("Third Party Works") for inclusion in HS Works. In such circumstances, ownership of all intellectual property in such Third Party Works remains with the original owner/licensor of such Third Party Work. In such instances, Client agrees that it remains bound by the terms of any license(s) for a Third Party Work. HS will in its negotiations secure appropriate rights so that Client can continue using any Third Party Work in a manner consistent with its use, and will keep Client informed of any limitations on use.

4. **Client's Responsibilities.** HS will send the Materials, including documents, copy, and/or layouts to Client for its review and approval prior to execution or production. Client shall approve the Materials in writing prior to completion of execution or production by HS. Once approved by Client, any changes by Client will be at additional expense. Upon completion of the Materials, HS will deliver them directly to Client in accordance with its instructions, provided that the Client's account is in good standing. In no event will HS provide a refund to Client for marketing projects not completed within the estimated time frames mentioned in Section 2 (a) due to the failure of Client's timely response and cooperation. Client will be responsible for any increased fees, production costs, missed media placement deadlines or opportunities arising out of Client's failure to timely respond.

5. **Indemnification by HS.** HS shall indemnify, defend and hold harmless Client from and against any and all damages, costs and expenses (including reasonable attorneys' fees) arising out of any demand, action or claim alleging or related to: (a) any negligent act or omission, or more culpable conduct, of HS, its employees or agency; (b) HS acting outside of its express agency authority, or (c) the creative concepts and materials developed by HS infringing upon the intellectual property rights of a third party.

6. **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 is further responsible for the accuracy and truthfulness of all product or service claims, documentation, or substantiation provided to HS for incorporation into any HS Work, and indemnifies and holds HS harmless from and against any claims or liabilities arising out of any untrue, misleading, or inaccurate information. 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 may agree to modify the Materials, in which case additional fees or costs may apply and Client agrees to pay such fees and costs.

7. **Work Flow; Change Orders.** Upon proper execution of the Agreement and receipt of the initial payment, HS will begin the project assignments. HS's fees for marketing Materials include the development of an initial concept draft of each marketing project plus up to a maximum of three (3) additional revisions based on Client feedback. If Client requests additional revisions of marketing Materials, HS reserves the right to charge Client for the time to complete the additional revisions on an hourly rate to be determined by HS at that time. Payment of the services for these additional revisions shall be invoiced to Client.

8. **Late Payments.** 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.

9. **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. All stock photography is a Third Party Work, subject to the licensing terms and conditions of the owner thereof, and all custom photography provided is a Third Party Work, subject to either licensing terms and conditions of the creator thereof, or subject to acquisition of ownership rights from the third party creator thereof on behalf of Client.

10. Printing Services. HS will determine all printing specifications and suggest appropriate paper stock in its professional opinion for Client to provide their print vendor.

11. Incidentals. Client may request HS to manage and purchase incidental marketing items including but not limited to printing, station produced spots, vanity phone numbers, research projects or "vinyls" for billboards. Client shall pay to HS the actual cost for such items, plus a minimum of 15% of the cost.

12. 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.

13. Limitation of Liability. To the extent of claims of breach of warranty or breach of contract, and excluding indemnification obligations herein, neither party hereto shall be responsible for any consequential, incidental, special or exemplary damages which may be claimed by the other party, whether or not such party has been advised of the possibility of such damages. To the extent of claims of breach of warranty or breach of contract, and excluding indemnification obligations herein, neither party's total liability to the other party hereto for any claims for damages shall exceed the total amount of payment for the fees and commissions to be paid by Client under this Agreement. This amount does not include the amount of payments made by HS to media companies for Offline or Online media. All disputes relating to the interpretation and/or implementation of the Agreement are to be resolved through alternative dispute resolution. The parties agree to submit disputes or claims to non-binding arbitration in accordance with the rules of the American Arbitration Association.

14. Warranty of Service/No Warranties Regarding Results & Products. HS represents and warrants that all services provided hereunder will be performed in a timely and professional manner, and in accordance with industry standards. 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.

15. 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.

16. 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.

17. Governing Law and Venue. This Agreement shall be construed under and governed in accordance with, the laws of the State of Texas.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.





CLIENT AUTHORIZATION FOR DIRECT PAYMENT VIA ACH

I (We) wayne wilson of SynergeneX Health (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 institution named below  
(DEPOSITORY). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Depository Name wayne wilson

Routing Number 111916326

Account Number 1000699130

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

\$30,000 one-time payment upon MSA signature; Months 1-13 \$5,000 per mo. for Mgmt & Months 1-13 \$27,000 per for Digital

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

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) wayne wilson

Date 10/18/2017

Signature

DocuSigned by:

Wayne Wilson

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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 of 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.