

Publisher Agreement

This Publisher Agreement (“Agreement”), is entered into by and between Eva Vitals LLC, a Pennsylvania company (“Eva Vitals”) and _____, a _____ (“Publisher”) seeking to promote Eva Vitals websites, services, or additional products, offered by Eva Vitals (collectively “Services”), including, but not limited to, Eva Vitals Third Party Advertiser campaigns for syndication by Publishers (collectively “Advertising”).

1. Eva Vitals Services

1.1. Eva Vitals provides Services to third parties seeking to promote their products or Services (“Third Party Advertiser(s)”) by providing a link to their advertising materials (“Program(s)”) using Eva Vitals who posts all relevant Program information to Publisher on its Platform or via email or on a third-party platform. Eva Vitals also provides a lead exchange platform (“Platform”) in which Publishers may post leads for the benefit of Eva Vitals advertisers utilizing such Platform. The IO or Email or Program will specify the amount and terms under which Publisher will receive payment when the applicable Program's requirements are fulfilled. Compensation is derived from a specified action or event (collectively "Event") identified within a separate IO executed by both Parties such as clicks, sales, registrations, impressions, and leads. When a separate IO is not executed by the Parties, the posted Program terms or those terms provided to Publisher via email with the Program information, will specify the Event through which compensation is derived. In the Event of a conflict between an IO, Email, or this Agreement, the terms of the IO will prevail and govern.

2. Publisher Services.

2.1. If Publisher accepts a Program for syndication, Publisher agrees to place that Program's advertising links, including the landing page and creative, ad tags, the ad copy, and/or HTML, “Subject” and “From” lines, the CAN-SPAM disclosures, and any other disclosures provided therein, (collectively "Ad") on or in Publisher’s media exactly as it appears on the Platform or as provided to Publisher via email. Publisher may not alter the Ad in any manner, including resizing of Ads, without written approval from Eva Vitals. Publisher agrees to perform the Services in full compliance with all applicable laws, rules and regulations governing the method of syndication. To the extent Publisher wishes to use its own campaign material, Publisher may submit the same to c.team@evaaffiliates.com. Only if Publisher receives approval from Eva Vitals may it use its own campaign materials. Publisher may not change the approved creatives in any manner after approval. Publisher further agrees to syndicate all Ads using the methods and under the restrictions of Eva Vitals Acceptable Use Policy which shall be updated as regulations and case decisions change the legal requirements, and which is incorporated herein and can be found at <http://www.evaaffiliates.com/Evaaupolicy.pdf>. Failure to use Ad as provided by Eva Vitals or failure to obtain written approval for publisher campaign material or a violation of the Acceptable Use Policy will result in non-payment for any action derived from such failure as well as suspension of account and potential termination of agreement in the sole discretion of Eva Vitals.

3. Monitoring.

3.1. Eva Vitals may, but is not required to, monitor Publisher Services, on its own or with the assistance of third Parties for compliance with this Agreement. Without limiting the

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generality of the foregoing, Eva Vitals or a third Party retained by Eva Vitals may monitor for: (i) assurance of compliance with applicable legal requirements of Publisher's syndicated media; (ii) applicable Advertiser campaign requirements; and (iii) honoring of unsubscribe requests in the case of email marketing campaigns. If the monitoring is done by a third Party, such third Party will share all such information with Eva Vitals.

4. License.

- 4.1. Limited License Grant.** Eva Vitals grants Publisher a revocable, nontransferable, non-sub-licensable, non-exclusive limited license to use: (i) the creative assets of any Program provided to Publisher via email and the Platform including any Ads posted thereon; and (ii) Eva Vitals tracking system, and any data, reports, information or analysis arising out of such use ("Platform Data") solely for the purpose of marketing or promoting the Programs subject to this Agreement and Program terms.

Publisher is not authorized to distribute Eva Vitals offers to sub-Publishers, unless Eva Vitals gives Publisher prior express written permission. All sub-Publishers must be identified by Sub-Id and approved by Eva Vitals. Publisher shall be responsible and liable for all actions of sub-Publishers, including compliance with the material terms of this Agreement and all applicable laws, rules, and regulations. Publisher is licensed to access the Platform via web browser, email, or in a manner approved by Eva Vitals. Publisher shall not attempt to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Services tags, source codes, links, pixels, modules or other data provided by Eva Vitals that allows Eva Vitals to measure Ad performance and provide its Service. In addition, Publisher agrees that all non-public information, data, and reports received from Eva Vitals hereunder or as part of the Services is proprietary to and owned by Eva Vitals. If instructed to do so by Eva Vitals and/or if Publisher is terminated by Eva Vitals, Publisher shall immediately destroy and discontinue the use of Eva Vitals Platform Data, including Services data, and any other material owned by Eva Vitals or the Advertisers.

- 4.2. Link Usage.** Publisher shall not take any actions to impede the action of or to disable any links in the campaign. Publisher shall not modify or interfere with any Links or tracking devices unless requested by Eva Vitals in writing.

- 4.3. Tracking.** Publisher may be granted limited access to its tracking account through the Platform. Publisher shall not attempt to reverse engineer, decompile, disassemble, or otherwise gain access to any other data or tracking account, or use tracking for any other purpose. Publisher agrees that Eva Vitals shall be entitled to injunctive relief precluding Publisher from taking or continuing any action or conduct in violation of this provision, to be issued by any court of competent jurisdiction upon a showing of any such violation by Publisher without posting bond or demonstration of monetary damages.

- 4.4. Ownership.** Eva Vitals owns all rights, title, and interest to all materials on its Platform including: (i) all links and user data collected and derived through the activities of Publisher pursuant to this Agreement, as well as; (ii) the Service's software, applications, data, methods of doing business or any elements thereof, or; (iii) any content provided or submitted by Publisher for approval by Eva Vitals, including the Ads.

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All information submitted to Publisher by an end-user customer, pursuant to a Program, is proprietary information of Eva Vitals, its affiliates, and/or the Advertisers. Such customer information is confidential and may not be disclosed by Publisher. Publisher agrees not to reproduce, disseminate, sell, distribute, or commercially exploit any such proprietary information in any manner. Publisher shall maintain such data in a secure manner, consistent with industry standards. All information provided to Publisher hereunder shall be kept strictly confidential. Eva Vitals may choose to embed certain data mining tools within links from time to time (“Data Miner(s)”). Any data derived by any such Data Miner, shall be the sole property of Eva Vitals. Eva Vitals may, from time to time, opt to share data derived from Data Miners with Publisher to help Publisher optimize the quality of leads generated from Publisher’s activities or to otherwise improve the quality, functionality, and mutual profitability of the activities of the Parties under this Agreement. If Eva Vitals does share data derived from Data Miners with Publisher, Publisher agrees that this data will be used solely by Publisher for the purposes for which it is provided to Publisher and will not be shared by Publisher with any other third Party or entity without the written approval of Eva Vitals. Should Eva Vitals choose to provide advertising creative content, web design Services, or other web content of any type (“Web Content”) to Publisher, Publisher shall use such Web Content: (i) in exactly the form that it is delivered to the Publisher by Eva Vitals without modification, unless approved by Eva Vitals in writing; (ii) only in the manner expressly permitted by Eva Vitals in writing and only until Eva Vitals requests that Publisher discontinue its use of such advertising creative, at which time Publisher shall discontinue such use within two (2) business days of being requested by Eva Vitals to do so.

5. Confidential Information.

5.1. Each Party agrees to use the other Party’s “Confidential Information” solely for the purposes contemplated by this Agreement, and to refrain from disclosing the other Party’s Confidential Information to any third Party, unless: (i) any disclosure is necessary and permitted in connection with the receiving Party’s performance of its obligations or exercise of its rights under this Agreement or any other Agreement between the Parties; (ii) any disclosure is required by applicable law; provided, that the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof so as to afford the disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (iii) any disclosure is made with the consent of the disclosing Party. For the purposes of this Agreement, “Confidential Information” includes, without limitation, the terms of this Agreement (including pricing) and information regarding existing or contemplated service, products, Advertisers, processes, techniques, or know-how, or any information or data developed pursuant to the performance of the Services.

Notwithstanding the foregoing, Publisher agrees that Eva Vitals may divulge its personal and/or otherwise Confidential Information to an Advertiser, agency, legal or regulatory authority, person or entity relating to investigations, claims, or actions that Publisher has violated this Agreement or any applicable law or regulation. Publisher may not divulge Confidential Information to any government entity unless and until notice is provided to Eva Vitals in sufficient time to seek injunctive relief or protective order from the appropriate legal institution.

6. Fraud.

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- 6.1. Monitoring and Inactivation.** Eva Vitals may, but is not required to, monitor traffic for fraud. If fraud is detected, Publisher's account will be made inactive pending further investigation. Fraudulent traffic includes, but is not limited to: (i) click-through or conversion rates that are much higher than industry averages and where solid justification for such higher click-through or conversion rates is not evident to the reasonable satisfaction of Eva Vitals; (ii) click or lead generation Programs generating clicks or leads with no indication by website traffic that it can sustain the clicks or leads reported; (iii) fraudulent leads as determined and reported by Advertisers; (iv) use of any incentives to procure clicks or leads; and (v) leads obtained other than through intended consumer action without prior written approval of Eva Vitals and use of fake redirects, automated software, proxy servers and/or other mechanisms deemed fraudulent by Eva Vitals to generate Events from the Programs.
- 6.2. Penalties.** If Publisher fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation (such as pre-population of forms or mechanisms not approved by Eva Vitals or use of websites in co-registration campaigns, sequential promotion or registration sites), unless approved by Eva Vitals, as determined solely by Eva Vitals, Publisher will forfeit its entire commission for all Programs and its account will be terminated. In addition, in the Event that Publisher has already received payment for fraudulent activities, Eva Vitals reserves the right to seek credit or remedy from future earnings or to demand reimbursement from Publisher.
- 6.3. Adware and Spyware prohibited.** Publisher shall at no time, engage in, disseminate, promote, or otherwise distribute, any Program or marketing campaign through the use of contextual media, specifically downloadable software (also called adware, spyware, pop-up/pop-under technologies, plug-ins, and other names, as applicable). This prohibition applies equally to Publisher and any of its Sub-Publishers. In the Event that Eva Vitals discovers that Publisher is engaging in, disseminating, promoting, or otherwise distributing, any Program-related contextual marketing campaign which results in a violation of the Agreement, then Eva Vitals may, at its sole discretion, terminate this Agreement and immediately halt any and all Eva Vitals Publisher-related contextual marketing campaigns, making payment only on legitimate earnings of Publisher as accrued through the date and time of termination.

7. Tracking and Payment.

- 7.1. Tracking.** The number of Completed Actions, Click-Through, or Impressions (or other applicable unit) for which payment is due under each IO, shall be as recorded by Eva Vitals tracking platform or a mutually agreed upon third party tracking platform specified in the IO. Publisher may also track by and through its own tracking platform. In the event Publisher disputes the count provided by Eva Vitals or third party tracking platform and the amount in dispute is greater than ten percent (10%) of the total amount invoiced, then: (i) Publisher shall notify Eva Vitals of the dispute within five (5) business days of the final tracking count for the month; and (ii) the Parties will facilitate a reconciliation effort between two sets of tracking data with each Party presenting the basis of its tracking count in good faith to resolve the dispute within fifteen (15) days from the date notice of dispute is presented by Publisher. Eva Vitals may withhold payment of the disputed amount(s) of the invoice, and shall remit to Publisher the undisputed amount(s) in a timely manner. If the discrepancy cannot be resolved by a good faith effort to facilitate the reconciliation effort,

Eva Vitals tracking count shall be final.

7.2. Payment. Publisher will be paid per the terms of each Program as set forth in a corresponding Program. Eva Vitals shall pay any amounts due thirty (30) days after the end of each month, less any taxes required to be withheld under applicable law, provided that Eva Vitals may, in its discretion, withhold payments until such time as the Advertiser has paid Eva Vitals for any Program. Eva Vitals reserves the right to reduce any payments owed to Publisher at any time, as a consequence of any offsets taken by Advertisers for invalid Events, technical errors, tracking discrepancies and the like. If no further payments are due to Publisher, Publisher shall pay back these amounts within fifteen days (15) days of receipt of invoice for the offset amount. Eva Vitals shall compile, calculate, and electronically deliver data required to determine Publisher's billing and compensation. Any questions or disputes regarding the data or payout provided by Eva Vitals, must be submitted by Publisher in writing within five (5) business days of receipt of final numbers, or the information will be deemed accurate and accepted as such by Publisher. Eva Vitals will not pay for any Events that occur before a Program is initiated, or after a Program terminates. Invoices submitted to Eva Vitals and payments made to Publisher shall be based on the Events as reported by Eva Vitals. Eva Vitals will not be responsible to compensate Publisher for Events that are not recorded due to Publisher's error. Eva Vitals will require a Publisher to provide a W-9, and such similar information, as a condition of payment.

8. Term and Termination.

8.1. This Agreement will begin upon acceptance of Publisher by Eva Vitals and access to Eva Vitals Platform or submission of a Program to Publisher via email. Either Party may terminate this Agreement on three (3) business days' advance notice to the other Party. In the Event either Party in good faith believes that the other Party is in violation of applicable law or in breach of any terms of this Agreement, such Party shall have the right to terminate the Agreement immediately upon written notice to the other Party. Termination notices will be provided via email and will be effective immediately. Publisher must immediately cease all advertising activities. All monies then due to Publisher will be paid during the next billing cycle. The representations, warranties, and obligations contained in paragraphs, 5, 10, 12, and 13 shall remain in full force and effect after termination of this Agreement. In addition, all payment obligations accruing prior to the termination date shall survive until fully performed.

9. Representations and Warranties/Covenants.

9.1. Mutual Representations. Each Party represents and warrants that: (i) it has the right to enter into and fully perform the Services contemplated herein; and (ii) there is no outstanding contract, commitment, or Agreement to which it is a Party that conflicts with this Agreement. Neither Party makes any guarantee, representations, nor warranties express or implied, as to the level of consumer response that will result from the Platform or Program.

9.2. Publisher Representations. Publisher represents and warrants that:
(i) It shall comply, and cause its affiliates and any sub-Publisher to comply with all applicable international, federal, state and local laws, rules and regulations in the performance of its Services under this Agreement;

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(ii) Publisher's websites, databases, emails and all linked content are, and shall remain at all times during the terms of this Agreement, in compliance with all applicable foreign, federal and state laws, including, but not limited to, the Federal Trade Commission Act, as amended, the Federal Communications Act, as amended, Telephone Consumer Protection Act; COPPA, as amended, the CAN-SPAM Act of 2003, as amended, applicable Federal Trade Commission implementing regulations and any and all foreign, federal and state deceptive trade practices legislation, as amended;

(iii) Publisher's websites, databases, emails and all linked content do not: (1) promote racism, hate mongering or other objectionable content; (2) contain any investment or money making opportunities or advice not permitted by applicable laws, rules and regulations; (3) contain any gratuitous violence or profanity or other explicit vulgar or obscene language; (4) contain or post to any sexually explicit images or other offensive content or adult Services; (5) promote illegal substances, alcohol or tobacco; or (6) promote software piracy or otherwise violate any intellectual property rights of third Parties;

(iv) Publisher shall not engage in any spoofing, redirecting or trafficking from adult-related websites in an effort to gain traffic or websites that are point, lottery or rewards based and encourage users to click on Advertiser's link or use Advertiser's ads to generate revenue for users to win points, get rewards, or other incentives are prohibited unless expressly approved in writing from Eva Vitals; Publisher shall not: (1) violate any third-Party terms and conditions, which includes, but is not limited to, unauthorized use of a third-Party website for commercial gain or post bulletins to non-owned account; (2) use deceptive or misleading practices such as the use of spyware, adware, devices, Programs, robots, iframes, hidden pictures, redirects, spiders, computer scripts or other automated, artificial or fraudulent methods designed to appear as if a consumer is generating a lead; and (3) use any deceptive form of advertising which includes, but is not limited to, phishing, sending an email to an individual falsely claiming to be an established legitimate enterprise in an attempt to scam or defraud the user into surrendering private and personal information that can be used for identify theft or other activity;

(v) Publisher maintains and posts in a conspicuous manner on all its websites involved in the Programs, a privacy policy that clearly and adequately describes what information is collected about the end user, how such information is collected, used and/or leased or sold to any third Party;

(vi) Publisher acknowledges that breaches of any of the foregoing representations and covenants may, in the sole discretion of Eva Vitals, result in the immediate suspension or termination of Eva Vitals relationship with Publisher and Publisher shall forfeit all rights to any compensation theretofore owed to it by Eva Vitals. The foregoing rights shall be in addition to any other remedies available to Eva Vitals. Publisher acknowledges and agrees that Eva Vitals shall not be responsible for Programs or Advertisers' campaigns including any violation of any applicable laws or regulations, including, without limitation, Federal Trade Commission Act, as amended, the Federal Communications Act, as amended, COPPA, as amended, the CAN-SPAM Act of 2003, as amended, applicable Federal Trade Commission implementing regulations and any and all foreign, federal and state deceptive trade

practices legislation, as amended.

(vii) Publisher represents and warrants that it includes in its consumer facing terms of use a prominent and conspicuous provision stating that users irrevocably waive any right they may have to join claims with those of others in the form of a class action or similar procedure against Publisher or Publisher's affiliates and business partners and that any dispute will be resolved only by individual arbitration, unless the dispute is otherwise eligible to be brought in small claims court. Such terms of use must be expressly agreed to by users as part of the disclaimer and consent language in the Approved Creative text.

9.3. Publisher Lead Post Representation. If Publisher is posting consumer leads to Eva Vitals Platform, such Publisher represents and warrants that:

(i) Publisher posts only real people who have filled out all required fields and such posting is in real time from the Publisher lead generation website to Eva Vitals Platform in a method and manner as agreed to by and between the Parties.

(ii) Publisher has obtained Express Written Consent pursuant to the Telephone Consumer Protection Act, as amended ("TCPA") and covenants that, consistent with the TCPA, it will (a) obtain the prior express written consent ("Prior Express Written Consent") as required under the TCPA from all consumer leads generated under this Agreement to (i) receive calls from Eva Vitals or its Marketing Partners, as applicable using an automatic telephone dialing system or an artificial or prerecorded voice and has authority to transfer a record of such consents to Eva Vitals along with the posted Lead IP address, date and time stamp and any other information requested by Eva Vitals and comply with all other requirements of the TCPA. Publisher warrants that it maintains records of such prior express written consent for a period of no less than five (5) years from the date of their collection, together with the date such consent was gathered, the name of the campaign in connection with which the consent was collected (the "Records"). Upon request, Publisher will promptly provide the Records to Eva Vitals.

10. Limitation Of Liability.

10.1. Except pursuant to Section 12, or unless otherwise provided in this Agreement, in no event shall either Party be liable to the other for any lost profits or any special, incidental, consequential, exemplary, punitive or other indirect damages of any nature, for any reason, whether based on breach of contract, tort including negligence), or otherwise and whether or not either has been advised of the possibility of such damages.

11. Limitation of Warranties.

11.1. Due to the nature of internet availability and accessibility, Eva Vitals cannot guarantee that there will be no downtime or other interruptions in service regarding the links or our services. Without limiting the above, the links, advertiser's websites and any other materials provided to publisher are provided "as is," without any warranty of any kind, and Eva Vitals makes no warranties, express or implied, by operation of law or otherwise, and expressly disclaims all warranties, express, implied or statutory, including without limitation, any warranties of title, non-infringement, and: (i) merchantability or fitness for a particular purpose; (ii) that there are no viruses or other harmful components therein; (iii)

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that a party's security methods employed will be sufficient in all circumstances or in the face of all attacks; (iv) regarding correctness, accuracy, or reliability of any information set forth therein or thereon; or (v) against interference with enjoyment of a party's "information" (website). All information and computer programs provided in the course of this agreement are provided with all faults, and the entire risk, as to satisfactory quality, performance, accuracy, and effort is with the user. Some states limit the ability to disclaim all warranties, so this clause or some portions of it may not apply to you.

11.2. Eva Vitals makes no representations and warranties whatsoever, and disclaims any responsibility and liability, regarding the content or nature of any Advertising or Program made available to Publisher, or any product or service advertised in connection therewith. Eva Vitals has no liability to Publisher for unapproved materials, including all copy, images, URL names, and search terms used by Publisher to promote the Advertiser. Eva Vitals makes no representations whatsoever about any other website which Publisher may access through the service. When Publisher accesses a website that is not associated with and independent from Eva Vitals, Publisher acknowledges that Eva Vitals has no control over the content of that website. Furthermore, a link to a non-Eva Vitals website does not mean that Eva Vitals endorses or accepts any responsibility for the content or the use of such website. It is Publisher's sole responsibility to take precautions to ensure that websites, downloads, attachments, and other such files are free of such items as Trojan horses, worms, viruses, and other items of a destructive nature.

12. Indemnity

12.1. Indemnity. Each Party will defend, indemnify, and hold harmless the other party, its respective and clients, and each of their affiliates, directors, employees, agents, successors and assigns from all third-party claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorney's fees and expenses) (collectively "Claims") arising from (i) any violation of an applicable law; or (ii) breach of any of this Agreement or any Program Terms and in the case of Publisher for any breach by a sub-Publisher of such terms. In the event that there are multiple publisher involved in a single litigation, Eva Vitals shall assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder for which Publisher shall pay for their share of all reasonable costs associated with such defense, including, but not limited to, reasonable attorney fees, expert fees, costs, and settlement. In the event that Publisher is the sole indemnity, at its discretion Publisher may defend at its own attorney fees, expert fees, costs, and settlement with Eva Vitals retaining the right to participate in the defense at its own costs. Publisher hereby acknowledges that the Advertisers are intended third-Party beneficiaries of the foregoing indemnification obligation. No settlement may be consummated without each Party's express written authorization, which consent shall not be unreasonably withheld.

12.2. Notice of Legal Action. Each Party will timely notify the other Party of any current, impending, or potential legal action against it by a third-party for matters relating to the services rendered between the Parties.

13. General

13.1. Entire Agreement. These Terms and Conditions, Program Terms, any applicable IO and Acceptable Use Policy, collectively constitute the entire Agreement between the Parties and

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supersede all prior Agreements or understandings between the Parties.

- 13.2. Dispute Resolution.** This Agreement shall be governed by the laws of the United States and the State of Pennsylvania without respect to choice of law rules. The Parties consent to have all disputes regarding this Agreement resolved by binding arbitration before the American Arbitration Association, Commercial Division. The Parties agree to conduct the arbitration in Philadelphia, Pennsylvania and each Party shall bear the costs of such arbitration. The Parties specifically waive any international treaties or other international law which may govern the court or location of resolution of any dispute between them. This provision was a bargained for relinquishment of both Parties rights to jurisdiction in their respective states or countries. The Parties waive the personal service of any process upon them and agree that service may be completed by overnight mail (using a commercially recognized service) or by U.S. mail with delivery receipt to the address stated in this Agreement. The prevailing Party in any arbitration shall be entitled to an award of attorney fees and costs for such arbitration. Eva Vitals shall be entitled to recover all reasonable costs of collection, including attorney's fees, in-house counsel costs, expenses and costs, incurred in attempting to collect payment from Advertiser and such costs shall be deducted from the amount collected from Advertiser.
- 13.3. Waiver.** No waiver by either Party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.
- 13.4. Assignment.** This Agreement and the rights hereunder are not transferable or assignable without prior written consent of the non-assigning Party; provided, however, that this Agreement may be assigned by either Party: (i) to a person or entity who acquires substantially all of that Party's assets, stock or business by sale, merger or otherwise; and (ii) to an affiliate of either Party.
- 13.5. Severability.** In the Event that any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of the terms of this Agreement shall remain valid and enforceable according to its terms.
- 13.6. Relationship.** The Parties agree that Eva Vitals is acting as an independent contractor in performing the Services and that the relationship between the Eva Vitals and Publisher shall not constitute a partnership, joint venture or agency. Neither Eva Vitals nor any of Eva Vitals employees or agents (collectively "Employees"): (i) is an employee, agent or legal representative of Publisher; or (ii) shall have any authority to represent Publisher or to enter into any contracts or assume any liabilities on behalf of Publisher. Eva Vitals retains all the rights and privileges of sole employer of its Employees, including, without limitation, the right to control, hire, discipline, compensate and terminate such Employees. Neither Eva Vitals nor any of its Employees shall have any right to receive any Employee benefits as are in effect generally for Publisher employees.
- 13.7. No Publicity.** Publisher may not make any mention of Eva Vitals or any Eva Vitals client in any publicity materials advertising or otherwise presenting information on Eva Vitals in reference to Publisher services, including without limitation listing Eva Vitals or any of its clients in your customer lists, without the prior written consent of Eva Vitals, whose consent may be



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withheld for any reason or for no reason.

13.8. Notice. Any notice, communication or statement relating to this Agreement shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by verified facsimile transmission, or verified email; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested, or by nationally-recognized overnight courier service to: (a) Publisher at the address provided on its website, in the registration, or on any IO or other Agreement entered into between the Parties; and (b) Eva Vitals at 325 Chestnut Street, Philadelphia, PA, 19106, United States Of America.

13.9. Governing Law. Any claim, controversy, or dispute arising under or related to this Agreement will be governed by the laws of the State of Pennsylvania without giving effect to rules governing conflicts of laws. The Parties agree that any Claims, legal proceeding or litigation arising in connection with this Agreement shall be resolved by and through binding arbitration.

13.10. Survival. In addition to certain provisions specifically set forth in the Agreement to survive cancellation, expiration, or earlier termination of this Agreement, the following paragraphs shall likewise survive expiration or earlier termination of the Agreement: 2, 4, 5, 6, 7, 8, 10, 11, 12, and 13.2.

13.11. Force Majeure. Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such Party; provided, that the Party whose performance is affected by any such Event gives the other Party written notice thereof within three (3) business days of such Event or occurrence.

13.12. Complete Agreement. This Agreement when combined with an applicable IO constitutes the entire Agreement of the Parties and supersedes any other Agreement, understanding, whether written or oral, that may have been made or entered into with regard to the subject matter thereof.

Eva Vitals and Publisher hereby confirm their mutual agreement to the terms and conditions set forth in this Agreement, effective as of the last date set forth below.

Publisher Signature:		Date:	
Eva Vitals LLC Signature:		Date:	