

PARTNER ALLIANCE AGREEMENT

This Alliance Agreement (the "Agreement") is made and entered into effective the _____ day of _____, in the year _____ (the "**Effective Date**") by and between GoNo Food Finder LLC, a Minnesota limited liability company ("**GoNoCo**") and _____ ("**Partner**"). GoNoCo and Partner are referred to in this Agreement at times individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

Partner is in the business of providing medical, health, wellness, or fitness services to their patients/consumers ("**Patrons**") which may include the use of health and fitness facilities and equipment, counseling, coaching, training, events and other individual or membership, client or patient based products and/or services ("**Service(s)**"). Partner may utilize one or more locations or websites for education, interaction, services or sales to Patrons.

GoNoCo owns and operates online retail store(s) and website(s) under the trade name "GoNoCo®" at GoNoCo.health, GoNoCo.life, gono.app, fitnessformulary.com, morefit.com (the "**GoNoCo Website**") through which it: relays clinical studies and recipes; provides education and search tools; sells foods, vitamins, minerals, nutritional supplements, fitness equipment, beauty, wellness, and household products and services; and, shares revenues with alliance partners (the "**GoNoCo Program**"). GoNoCo also provides extensive program management, marketing, communication and training materials at <http://GoNoCo.partners> (the "Partner Portal").

GoNoCo is the exclusive licensee of patented software under US Patent # 6,594,641 owned by Reshare Commerce, LLC, which calculates and disburses a portion of the revenue derived from the sale of products through the GoNoCo Website to Patrons referred by the Partner to the GoNoCo Website (the "**Reshare Software**").

GoNoCo owns patents and patents pending worldwide under the World Intellectual Property Organization application # PCT/US2012/057678, (the "**GoNoCo Patent**") along with copyrights, trademarks and other intellectual property and proprietary knowledge, methods and systems (the "**Intellectual Property**").

NOW, THEREFORE, in consideration of the foregoing and for the consideration described herein, the Parties agree as follows:

1. **Obligations of Partner.** During the Term of this Agreement, Partner agrees to do the following:
 - a. Assign personnel to manage the GoNoCo Program for Partner.
 - b. Agree upon a date, mutually acceptable to the parties, to launch the GoNoCo Program to Partner Patrons (the "**Launch Date**").
 - c. Make available training and best practice recommendations to Partner staff engaged GoNoCo Program by directing them to GoNoCo.partners
 - d. Work with GoNoCo to develop a marketing program that includes objectives, principles, methods and desired outcomes.
 - e. Create permalink(s) on the Partner website to the GoNoCo Website using the Partner Program Number issued to Partner on or before Launch Date. Consider following best practices outlined at GoNoCo.partners
 - f. Utilize electronic or print collateral, marketing and promotional materials available from Partner Portal. Purchase or produce print materials as Partner desires.

- g. Immediately report to GoNoCo any complaints received by Partner relating to the GoNoCo Program or the products sold through the GoNoCo Program.
 - h. Not to promote, sponsor, endorse or hyperlink to any grocery, food or supplement retailer on the same website page alongside GoNoCo including, without limitation, the following companies and their subsidiaries or brands during the term of this Agreement: Amazon, Bangalla, Bodybuilding.com, LLC, CVS Caremark Corporation, dotFIT, LLC, EuropaSports Distributors, Emerson Ecologics, General Nutrition Centers, Inc., GNC Holdings, Inc., Honest Green/UNFI, Jet.com Inc, Kroger, Target, Total Nutrition Superstores (TNS), Enzymatic Therapy, American Nutrition, Complete Nutrition, NBTY, Inc., Rite Aid Corp., United Natural Foods, Inc., Vitacost.com, Inc., Vitamin Shoppe Industries, Inc., VS Direct, Inc., Vitamin World, Inc., Walgreen Co, Wal-Mart, and Whole Foods with respect to any products or services reasonably comparable to those covered by this Agreement. This provision does not primary or secondary website navigation menus from containing any of the aforementioned companies alongside each other.
 - i. Not to attempt to reverse engineer, access via other methods, copy procedures, tables, code and format and otherwise access any portion of the GoNoCo Website, GoNoCo Patent or Reshare Software other than the data sets provided via the GoNoCo interface or the GoNo mobile application.
 - j. Provide a current list of Partner locations, if applicable, to GoNoCo in CSV format initially within thirty (30) days of execution of this Agreement and thereafter provide any additions or changes to Partner locations to GoNoCo within thirty (30) days of such additions or changes occurring.
 - k. Integrate the GoNoCo Program Protocol found in the Partner Portal.
2. **Obligations of GoNoCo.** During the term of this Agreement, GoNoCo agrees to do the following:
- a. Create a unique Partner Program Number (“**PPN**”) and permalink code use in Partner emails, on Partner website and anywhere Partner wishes to electronically direct its Patrons to GoNoCo Website;
 - b. Provide Partner and its staff with initial and ongoing training relating to the best practices for educating Patrons and promoting GoNoCo Program.
 - c. Provide Partner with electronic marketing materials in the form of HTML emails, website snippets and widgets for Partner use, available on Partner Portal;
 - d. Maintain the GoNoCo Website, provided, however, that Partner understands that GoNoCo does not warrant that the GoNoCo website will at all times be error free or uninterrupted.
 - e. Operate the GoNoCo Program and GoNoCo Website in accordance with all applicable laws and regulations, including but not limited to all Federal Trade Commission (FTC) and Food and Drug Administration (FDA) regulations and policies, if any, relating to the promotion and sale of dietary supplements and foodstuffs and other products and services offered by the GoNoCo Program.
 - f. Offer the GoNoCo Program and GoNoCo Website for consumers located and/or products shipped within the United States.
 - g. Immediately report to Partner any complaints received by GoNoCo relating to the GoNoCo Program or the products sold through the GoNoCo Program.
3. **Term.** This Agreement will commence as of Effective Date and continue for 3 years from the Launch Date (the “Term”) or until terminated as follows:
- a. Either Party may terminate this Agreement upon not less than sixty (60) days written notice to the other by means set forth in Section 17 below;

- b. Partner must provide written notice to GoNoCo not less than sixty (60) days prior to the end of the Term that Partner wishes to renew this Agreement and GoNoCo must accept such renewal, failing which this Agreement shall terminate at the end of the Term;
- c. Either Party may terminate this Agreement immediately upon the occurrence of any of the following:
 - i. In the event the other Party breaches or fails to fulfill any term, condition or obligation on its part under this Agreement, which breach is not cured within fifteen (15) business days of receipt of written notice of the same; or
 - ii. In the event the other Party dissolves, liquidates, ceases business operation for more than fifteen (15) days, or files or has filed against it a petition for bankruptcy, becomes unable to pay its debts as they become due, makes a general assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for substantially all of its property or assets.
- d. Upon termination:
 - i. All information and other promotional material supplied to Partner by GoNoCo or otherwise relating to GoNoCo that is the property of GoNoCo pursuant to this Agreement shall be returned to GoNoCo.
 - ii. In the event this Agreement expires or is terminated for any reason by GoNoCo, except for breach of contract by Partner; for a period of six (6) months from the termination/expiration date of this Agreement, GoNoCo will continue to pay to Partner the Commissions set forth in Section 6 with respect to any sales of Covered Products through the GoNoCo Program to Partner Patrons occurring through the GoNoCo Website.

4. **Commissions & Rebate**

- a. **“Covered Products”** are any food, vitamin, supplement, beverage, beauty or household product offered for sale on the GoNoCo Website. Covered Products do not include insurance, training, consulting, Patronship dues or fees, or the services of physicians, pharmacists, nutritionists or other medical practitioners.
 - b. In consideration for the promotional service provided herein by Partner to GoNoCo, during the Term of this Agreement (and the following year under the terms of Section 3. d. 2), GoNoCo will pay to Partner an amount equal to Thirty-Five Percent (35%) of the Net Proceeds, as defined below, from the sale of Covered Products through the GoNoCo Website to Partner Patrons (the **“Commissions”**).
 - c. Payment of Commissions will be made in accordance with the above, once monthly on the 15th day of the month for the prior month’s activity, by electronic funds transfer.
 - d. Net Proceeds will be calculated using Reshare Software, licensed to GoNoCo.
 - e. For purposes of this Agreement, **“Net Proceeds”** is defined as the revenue actually received by GoNoCo from the sale of Covered Products through the GoNoCo Website Less:
 - i. The actual cost of goods of the Covered Products sold to the member;
 - ii. Discounts, specials, coupons, volume discounts, Partner discounts, coupons or offsets, loyalty point redemption cost or other price reductions,
 - iii. Returns and refunds;
 - iv. Shipping and handling cost, to the extent not paid by the Member;
 - v. Taxes, excise, duty or other governmental or regulatory trade fees, to the extent not paid by the Member.
 - vi. Third party credit card and revenue sharing fees.
5. **Intellectual Property.** Each Party acknowledges that the trademarks, service marks, trade names, logos, trade secrets, copyrights, patents and other proprietary rights and information of the other Party

("Intellectual Property") are and shall remain the exclusive property of the other Party or their respective licensors. Each Party agrees not to take any action that interferes with said proprietary rights of the other Party or attempt to copyright, trademark, patent or otherwise use or protect any portion of said other Party's Intellectual Property. All uses by either Party of the other Party's Intellectual Property shall be subject to the owner's prior written consent. Neither Party will remove or obliterate any trade name or trademark affixed to or utilized in connection with any information or property provided hereunder. All literature, promotional materials and the like in which one or more of either Party's trademark or Intellectual Property are used will be clearly marked with the Party's trademark, copyright or other designations as requested by the owner of the Intellectual Property. Without limiting the forgoing, Partner acknowledges that the method, system, technology and any derivatives, the GoNoCo Patent, used on the GoNoCo website to make product recommendations based upon any or all of age, gender, fitness goals, medical conditions, biometrics, allergies, sensitivities, prescription drug usage, interactions, contraindications or depletions and/or general health questions is subject to a pending patent application and Partner agrees that it will not modify, copy or otherwise reproduce said method, system and/or technology. Without limiting the forgoing, Partner agrees that it will not modify, copy or otherwise reproduce the Reshare Software or GoNoCo Patents or utilize the Reshare Software or GoNoCo Patents in any manner except subject to and in accordance with this Agreement. Partner acknowledges that no license is granted or conveyed to Partner under this agreement by Reshare or GoNoCo.

6. **Nondisclosure of Confidential Information.** Each Party acknowledges that during the Term of this Agreement, each ("**Recipient**") will have access to and become familiar with, confidential information of the other ("**Disclosing Party**") including but not limited to (hereinafter called "**Confidential Information**"):
- a. formulations, processes, systems, improvements, methods, source code, technologies and other information relating to the operation, development, preparation, distribution, pricing and marketing of the products or services of the Disclosing Party;
 - b. Information pertaining to customers, vendors and distributors of the Disclosing Party;
 - c. Information relating to finances, plans, business, profitability and other information relating to the operation of the Disclosing Party;
 - d. other private and confidential information which is special and a unique asset of the Disclosing Party or information which, if known to competitors or others outside the Disclosing Party, would be harmful to the Disclosing Party; and
 - e. the terms of this Agreement, including the amount and method of calculating commissions payable hereunder.
 - i. The foregoing notwithstanding, the term "**Confidential Information**" does not include information that: (i) was rightfully in Recipient's possession before the disclosure and its use is not restricted; (ii) is or becomes public knowledge through no act or omission of Recipient; (iii) is disclosed to Recipient without restrictions by a third party who had a right to disclose, and if there is a restriction on the right to disclose, of which the Recipient is not aware, the information will remain Confidential Information, but the obligations and liabilities hereunder will only become effective as to the Recipient when the Recipient is or should be aware of the restriction ; or (iv) is independently developed by Recipient without the use of Confidential Information.
 - ii. Each Recipient agrees that it will not, either during, other than in the ordinary course of business for the benefit of the Disclosing Party, or at anytime following termination of their business relationship, use, remove from the Disclosing Party's premises or disclose any Confidential Information. Each Party shall use care to prevent disclosure of Confidential Information of the other which is no less than that which Recipient uses with respect to its own Confidential Information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances.
7. **Confidential Agreement.** The Parties agree the terms and conditions of this Agreement shall be maintained in confidence by the Parties, unless disclosure is required by law, regulation or order of court, or as necessary to effectuate the terms of this Agreement, to the same degree as they respectively hold

their own confidential information (but using no less than a reasonable degree of care). Notwithstanding the aforementioned this obligation of confidentiality does not preclude either Party from divulging to others the fact that this Agreement exists. The Parties agree that either may publicly announce, through press release, website or advertisement, the relationship of the Parties and the purpose of the GoNoCo Program as applied to Partner.

8. **Remedies.** The Parties acknowledge that a breach of Sections 5, 6 or 7 of this Agreement will result in irreparable and continuing damage to the non-breaching party for which there will be no adequate remedy at law. Each Party agrees that in the event of any breach or threatened breach of said provisions by it, the non-breaching Party will have the right to seek, in addition to any other available remedy, injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of such agreements and such and other further relief as may be proper. The Parties agree that this remedy shall not be exclusive and that either may seek and obtain any other available relief for such breach or threatened breach, including a recovery of damages from the breaching Party.

9. **Indemnification.**

a. **By GoNoCo.** GoNoCo agrees to indemnify and hold Partner, its affiliates, officers, directors, owners, successors and assigns (the "**Partner Indemnified Parties**") harmless from any and all loss, damage, liability, cost and expense (including reasonable attorney's fees) which the Partner Indemnified Parties may incur or suffer as a result of:

- i. the breach by GoNoCo of this Agreement;
- ii. Any product liability claim relating to the Covered Products sold or recommended by GoNoCo pursuant to the GoNoCo Program; or
- iii. Any wrongful act or omission of Partner pursuant to this Agreement; or
- iv. Any claim that the GoNoCo Program or products sold thereunder infringe the patent, trademark, copyright or other intellectual property rights of a third party.

b. **By Partner.** Partner agrees to indemnify and hold harmless GoNoCo, its officers, governors, owners, successors and assigns (the "**GoNoCo Indemnified Parties**") from any and all loss, damage, liability, cost or expense (including reasonable attorney's fees) which the GoNoCo Indemnified Parties may incur or suffer as a result of any claim arising out of:

- i. The breach by Partner of this Agreement;
- ii. Any wrongful act or omission of Partner pursuant to this Agreement; or

c. Notwithstanding anything herein to the contrary, neither Party will be liable to the other for any incidental, consequential, punitive, exemplary or special damages, including lost profits or damages, even if advised of the possibility of the same.

10. **Relationship of Parties.** Nothing contained in this Agreement shall be construed to establish either Party as a partner, joint venture, employee or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its/his/her own actions. Accordingly, GoNoCo shall not withhold and Partner shall be solely responsible for any amounts for federal or state taxes, or other amounts which might be due with respect to amounts paid to Partner hereunder.

11. **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the State of Minnesota. Each Party agrees that all legal actions or proceedings arising out of or in connection with this Agreement shall be brought only in the courts of the State of Minnesota or the courts of the United States of America located in Minneapolis, Minnesota, and each hereby irrevocably submits to the exclusive jurisdiction to hear and determine such legal actions or proceedings and waives any objection to the proceedings in such courts on the grounds of venue or forum non-convenience.

12. **Binding Effect.** Neither Party may assign its rights nor delegate its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

13. **Amendment; Waiver.** No amendment or modification of this Agreement shall be effective unless the same is in writing and signed by the Parties hereto. Any waiver or any breach of this Agreement shall not be considered to be a continuing waiver or consent to any subsequent breach on the part of either Party.
14. **Survival.** The provisions of Sections 1(i), 3, 4, 6, 7, 8, and 9 shall survive termination of this Agreement.
15. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. The Parties will cooperate reasonably in mitigating the effects of any such failure or delay.
16. **Expenses.** Except as otherwise expressly provided herein, each Party will bear any and all costs or expenses incurred by it in connection with the negotiation and performance of this Agreement.
17. **Notices.** All notices required or permitted under this Agreement shall be given in writing and shall be personally delivered or sent by nationally or internationally recognized express courier or by certified mail, postage prepaid, addressed as follows:

If to Partner:

Notice shall be deemed effective one day after delivery to a nationally or internationally recognized express courier, or five days if sent by certified mail (as evidenced by the delivery receipt)

If to GoNoCo:
 General Counsel
 410 Clifton Avenue
 Minneapolis MN 55403

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement effective as of the day and year first above written.

GoNoCo, LLC

 Name: _____
 Title: _____

Partner

 Name: _____
 Title: _____

Appendix I

GoNoCo Program Protocol

The success of the GoNoCo Program for both Partners and Patrons requires a commitment to communication and engagement through the whole service delivery cycle by Partner to message support for the Program and potential benefits of the GoNoCo Program for Patrons. Promotional materials and white papers are provided to Partner at [GoNoCo.partners](#) as noted above in 1.C and are to be utilized by Partners as part of the following Protocol:

- (1) On-site Promotion: Display posters, window-clings and/or tabletop displays or other materials as decided by Partner to be freely visible by Patrons well engaged at the point of service delivery
- (2) Promotional Materials: Provide to Patrons the agreed promotional materials the set forth in reasonable the features and benefits of the MF Program as they relate to the Services provided by Partners (“Promotional Package”) and as agreed and prepared by GoNoCo
- (3) Personalized Recommendation: Make available to each Patron at the time Services are provided a recommended course of action to engage with the GoNoCo website, including if desired, a brief demonstration of on how to establish the Patron’s account and signing up for the GoNoCo “blog” which provides valuable nutritional and lifestyle information.
- (4) Enrollment Emails: Initiate the welcome co-branded email to the GoNoCo program to Patrons for which it has email addresses at the time of Services and a minimum of quarterly per annum thereafter through direct email communication, on a permanent link in top-level navigation on the Partner’s website(s) and through other means mutually agreeable to Partner and GoNoCo. “Promote” means that Partner will inform Members of the GoNoCo Program and that it is being offered by Partner for the benefit of its Members who wish to pursue that opportunity,