

Contract

INTERNET THERAPIST, LLC 6540 E KELTON LANE SCOTTSDALE, ARIZONA 85254 CONTRACT AGREEMENT

Date: _____

THIS AGREEMENT is entered into as of (date)_____, 20_____, between Internet Therapist, LLC, a duly formed Arizona limited liability company ("Company"), with principal place of business located at 6540 E Kelton Lane, Scottsdale, Arizona 85254, and

("Associate"), with contact address at:

with respect to the following:

RECITALS

Whereas, the Company has an internet business / web site concerning counseling at www.asktheinternettherapist.com ("Web site"), Whereas, Associate desires to market himself or herself and obtain clients through the Company's Web site; Whereas, the Company desires to enter into a business relationship with Associate;

AGREEMENTS

In consideration of the mutual promises and covenants in this Agreement, and reliance on the representations, warranties, and recitals set forth in this Agreement, the parties agree as follows:

1. As used in this Agreement, "client" or "clients" means those persons who visit the Web site and elect to obtain, or are assigned, services provided by the Associate.

2. The Company will publish the following information on the Web site:

Associate's name, biographic information, picture, areas of counseling emphasis, fees, and e-mail address.

3. The Company agrees to make its best efforts to maintain the Web site. Associate waives any and all damages that might accrue from the failure of the Web site unless such failure results from the grossly negligent act of the Company.

4. The Company agrees to use its best efforts to keep the Web site based on a secure server and to keep the Web site current with at least eight major Internet search engines. The Company agrees to make reasonable efforts to add the Web site to at least eight major Internet search engines.

5. The Company agrees to publish, on a separate page, the Associate's information and market him or herself on at least eight major search engines.

6. Associate acknowledges that the Company makes no representations or warranties as to the number of clients that Associate will gain through the Web site.

7. Associate agrees to pay the Company ten percent (10%) of all fees collected from clients.

8. Company agrees to collect all fees from clients and will retain its ten percent (10%) payment from such fees, and thirty percent (30%) for all products that the associate sells on the site.

9. Associate agrees to pay the following fees to cover Associate's share of Web site expenses:

(a) One time development fee of \$350.00, payable upon execution of this Agreement.

(b) Annual fee of \$100.00, payable on the anniversary date of execution of this agreement after the associate establishes an average of 20 sessions per month.

10. Associate agrees to hold and maintain in good standing a nationally recognized license or certification and a state or principality license or certification in the Associate's counseling profession, or relevant degree in an associated profession. Associate shall provide copies of such licenses or certifications to Company.

11. Associate agrees to purchase and maintain professional liability insurance with a company that does not specifically prohibit Internet counseling from its coverage specifications. Associate further agrees to maintain professional liability insurance coverage in the sum of at least \$100,000.00 per occurrence, and \$3,000,000.00 aggregate. Associate agrees to provide the Company with a copy of the Certificate of Insurance.

12. Associate agrees to conduct him / her self in full accordance with code of ethics related to his / her national, state, and / or principality license or certification.

13. Associate agrees to use any and all information obtained from the client solely for counseling purposes. Associate agrees to restrict Associate's contact with clients solely to professional counseling contact through the Web site.

14. Either party may terminate this Agreement at any time, for any reason, in writing signed by the party or by a duly authorized representative of the party. Written termination of the Agreement shall be personally delivered or sent by mail, "return receipt requested." Termination shall be effective upon receipt of written termination.

15. Upon termination of this Agreement, Associate agrees not to solicit or contact any clients, directly or indirectly, for a period of three (3) years from the date of termination of this Agreement. This clause only pertains to clients gained by the affiliate specifically through Internet Therapist LLC and is in no way meant to limit an individual affiliate from marketing through their own website or having other affiliations with other healthcare websites. Clients gained from those sources are purely the affiliates.

16. Associate agrees to indemnify, defend, and hold harmless the Company for any and all claims, liabilities, damages, actions, lawsuits, administrative proceedings, expenses, costs, and / or attorney's fees arising from Associate's interactions or contact with the clients obtained through the Company's Web site.

17. In the event that either party files an action to enforce the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and costs.

18. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The Associate and the Company agree to submit to personal jurisdiction of the State of Arizona.

19. This Agreement shall inure and be binding upon the parties and their respective successors.

20. This Agreement constitutes the entire understanding between the parties with respect to its subject matter, superceding any other understanding between the parties. This Agreement may be modified only in writing signed by the parties or their respective duly authorized representatives.

21. Associate agrees to maintain a proper firewall for their computer and encryption for emails.

22. Associate understands and agrees that any face-to face clients obtained through the site are solely the associates', and owe Internet Therapist, LLC nothing.

23. This contract is not exclusive and associates are free to belong to other websites and/or own and offer their services on their websites.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTERNET THERAPIST, LLC ASSOCIATE

(www.asktheinternettherapist.com)

By _____

Title _____ Title _____

Date _____ Date _____