

LETTER OF UNDERSTANDING (“LOU”)

Company Name: _____ Average No. of Employees: _____

Re: Letter of Understanding Regarding the Quarterly Issue of Magazine WellnessConnect

We are pleased to inform you that **WellnessConnect** would like to enter into an agreement with your Company to distribute an online magazine **WellnessConnect** on a quarterly basis (“the magazine”). This magazine attempts to connect, in a real way, individuals to the Health and Wellness professionals in Trinidad and Tobago.

1.0 PURPOSE

This LOU provides an outline of the understanding of the parties, which includes the necessary guidelines to effectively distribute and advertise the magazine. In this regard, both parties have agreed to enter into a relationship under the terms of which they will establish an arrangement for the benefit of both parties.

Pursuant to the purpose above stating the basis upon which the parties are prepared to enter into this agreement, the parties have agreed to execute this LOU in order to set forth the key parameters of the agreement contemplated hereunder. Accordingly, the parties hereto agree as follows:

2.0 ROLES AND RESPONSIBILITIES

2.1 WELLNESSCONNECT’S RESPONSIBILITIES

- 2.1.1 **WellnessConnect** agrees to provide the Company with an online magazine once per quarter, which will be sent via email to the designated representative of your company.
- 2.1.2 **WellnessConnect** will also forward links to their website with tips, reviews and other wellness material at regular intervals throughout the quarter.

2.2 COMPANY’S RESPONSIBILITIES

- 2.2.1 The Company agrees to distribute the online magazine on a quarterly basis to its employees. At the Company’s discretion and preference of frequency, any other additional wellness materials sent can be forwarded to staff as well.
- 2.2.2 The Company agrees to promote the magazine by ensuring that employees are aware of its existence by posting the magazine on the Company’s internal website, intranet, or any other internal means of communication to staff.

2.2.3 The Company agrees to make the magazine available to its employees as soon as the magazine is provided to the Company, and no later than one (1) week after the Company has received the most current issue of the magazine.

2.2.4 The Company agrees to inform **WellnessConnect** of any problems that it may encounter in receiving or distributing the magazine in accordance with this Agreement.

3.0 BENEFITS OF THE ARRANGEMENT

The parties recognize the benefits to be derived from the arrangement as follows:

- Free subscriptions to the magazine for corporate clients
- Employee sensitization to health and wellness issues
- Resources to wellness are provided to the employee, reducing the effort of the company's own resources to perform this task

4.0 TIMELINES & DURATION

This LOU remains open indefinitely by the mutual agreements of the parties. Either party may terminate this agreement for its convenience by giving to the other party one (1) week notice in writing in accordance with paragraph 7 below.

5.0 DISCLAIMER

The parties acknowledge that the information provided in any issue of the magazine should not be construed as personal medical advice or instruction to any of the readers. The parties acknowledge that it shall not be held responsible for any reliance placed on medical advice or instructions in any issue of the magazine, which could lead to an action based solely on the contents of the magazine. The parties also acknowledge that readers of the magazine should consult appropriate health professionals on any matter relating to their health and well-being. The information and opinions provided in the magazine are believed to be accurate and sound, based on the best judgment available to the authors at the time of publication, but readers who fail to consult appropriate health authorities assume the risk of any injuries. The publisher shall not be held responsible for errors or omissions.

6.0 CONFIDENTIALITY

Any information disclosed by one party to the other, which may include email addresses, contact information or any other information that the other party may deem as confidential information shall be treated as confidential information, unless such is or becomes publicly available through no fault of the other party without restrictions, or is independently developed by the other party without breach of this LOU. Each party's confidential information shall be held in the strictest of confidence by the other party using the same standard of care as it uses

to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this LOU, or if required by law to be disclosed. The obligations of confidentiality shall survive the termination of this LOU.

7.0 NOTICES

Any notice shall be effective upon personal delivery or emailing, return receipt requested. Notices shall be delivered or sent to the address stated below, or to such other address as the party may provide by notice:

To *WellnessConnect*:

Name of Contact: **Robert Taylor**
contact@ttwellnessconnect.com
686-6771

To the Company:

Name of Contact: _____
Email: _____
Phone: _____

8.0 ENTIRE AGREEMENT

In so far as this Letter of Understanding is concerned, the undertakings stated herein represent the interests of the Parties with respect to this subject matter at this point in time. The parties may by mutual agreement amend any of the undertakings herein.

In WITNESS WHEREOF, the Parties have through their duly authorized representatives signed on the date and year hereinafter written.

<p><u>For and on behalf of:</u></p> <p><i>WellnessConnect</i></p> <p>Representative: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>
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<p><u>For and on behalf of:</u></p> <p>Company Name: _____</p> <p>Representative: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>
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