

Terms and Conditions

Consultant shall serve as a marketing consultant for Clinic for an indefinite period, subject to termination as set forth herein. The Clinic can cancel this marketing agreement by written notice sent electronically to Consultant, after which Clinic may no longer use the trademarked name, brochure design or website. Consultant may cancel this Agreement for nonpayment.

Consultant represents that it will not contract with any other Ketamine Clinic within a 100-mile radius of Clinic.

Clinic agrees and represents that it will not attempt to file the name Ketamine Medical Centers as Clinic's own tradename or DBA, as the case may be, with any governmental entity. The Consultant grants the Clinic a Non-Exclusive License to use the name Ketamine Medical Centers during the term of this Agreement.

The Clinic agrees to be operated by a licensed physician.

This Agreement shall be governed in accordance with the laws of the State of Texas, applicable to agreements to be wholly performed therein, with jurisdiction exclusive to the Federal and State courts located in the County of El Paso, State of Texas.

1. Services. Consultant shall devote its attention, energies and best efforts, as a non-exclusive, independent contractor, marketing Consultant for Clinic and shall perform the following duties ("Services"):
 - A. Consultant shall brand and market the Clinic operated as Ketamine Medical Centers
 - B. Provide the use of the trademarked name "Ketamine Medical Centers"
 - C. Feature and promote your clinic and contact information on the professionally built and trademarked KMC website
 - D. Provide search engine optimization and search engine submission for the KMC branded web site
 - E. Provide copyrighted KMC brand brochure design
 - F. Provide and establish a KMC brand social media presence
 - G. Achieve and maintain Google, Yahoo and Bing search results that link to the Ketamine Medical Centers website at or near the top of search engine results for the desirable and relevant search term keywords and keyword phrases

- H. Drive patient traffic to Clinic
- I. Provide Online promotions for KMC branded clinics
- J. Provide Online full-page advertising for KMC branded clinics
- K. Provide additional business strategies.

2. Fee. Consultant shall be compensated as follows:

- A. Clinic shall pay Consultant a monthly fee of \$400 per month.
- B. The first two months are FREE.

Clinic:

By: _____
(Print) Electronic Signature

Name: _____
(Legal Entity)

Title: _____

Date: _____