



Non-Exclusive Introducer Agreement

Vielight Inc
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Ontario, Canada

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Non-Exclusive Introducer Agreement

Name: _____

Phone number: _____ Email: _____

Address: _____

Address above is (a) shop _____ (b) clinic _____ (c) residence _____

(other) please specify _____

Website (if any): _____

1. This agreement sets out the criteria required and the terms governing a party who introduces buyers to Vielight Inc.; the party is herein called "Introducer". Vielight reserves the right to approve or reject Introducer at its sole discretion.
2. Vielight will issue a coupon code to an approved Introducer to provide to those to whom it recommends Vielight products, which code will entitle them to a 10% discount when purchasing products directly from Vielight.
3. Vielight will pay commission to the Introducer of 10% of the sales (net of discounts, returns and shipping), made to customers (other than Introducer) who used Introducer's code, or who advised Vielight at the time of purchase that they were referred to Vielight by Introducer, or whose names were provided to Vielight as contacts of Introducer prior to their first purchase of Vielight products and were not already contacts of another Introducer.
4. Introducer will not represent itself in any way that implies Introducer is an agent, legal representative or branch of Vielight Inc., and will represent itself as independent from Vielight.
5. Any promotions of coupon codes on mass market channels are not permitted. Examples of such mass channels include, but not limited to Coupon Bird, Groupon, Coupon socks, and the like. We do not permit any advertising or mentioning of the Introducer's coupon code within their search engine meta description, or directly on their website or elsewhere without simultaneous promotion of Vielight products. Vielight reserves the right to not pay commission without informing the Introducer, when this condition is breached.

Any coupons found in violation of this rule will be deactivated. Introducer may request a new coupon code to be issued.

Continued.

6. **Vielight Minimum Advertised Price (MAP).** The resale prices are set forth in our website, www.vielight.com as the Minimum Advertised Price. **Introducer may not publish a price that is lower than MAP.** This includes but is not limited to web, print, TV, radio, Introducer's own website(s) and Introducer's affiliate websites and all electronic advertising and any other marketing and sales platform that an Introducer may use currently and in the future. Vielight reserves the right to revise the list of Products, Services, Prices and Practices, at any time while this Agreement is in force.
7. **Copyright Material:** Introducers are not allowed to copy any material from Vielight's websites, blogs, or literature. Vielight will provide collaterals for advertisements upon request. Modification of any kind to materials provided by Vielight is not permitted, for example, removing the Vielight logo from its material.
8. **Vielight Web URL Policy.** The word Vielight is not permitted to be embedded in any Introducer's URLs or email address. Example: ABCVielight.com, info@abcvielight.com or any variation or combination of the word Vielight. Vielight is a registered trademark.
9. **Medical Claims.** Vielight does not make any medical claim without the clearance of FDA, Health Canada and other relevant regulatory agencies. Introducer understands the risks of making medical claims without these clearances.
10. **No Third-Party and Beneficiaries.** This agreement shall not confer any rights or remedies upon any person other than the parties to this agreement.
11. **Confidentiality.** The terms of this agreement are confidential. The parties agree not to discuss or disclose the terms of this agreement to a third party.
12. **Termination:** Vielight reserves the right to terminate this agreement and to void Introducer's code for violations of any term of this agreement, unlawful acts, product misrepresentations, for any business practice deemed undesirable or unethical by Vielight, or for lack of sales referred by Introducer. Upon termination, Introducer agrees to cease to promote Vielight products.
13. Vielight makes no representations or warranties, express or implied, by way of example but not of limitation, of fitness of any product for any particular purpose. Vielight shall not be held to any liability with respect to any claims by Introducer because of, or arising from the use of products.
14. Introducer shall not assign, transfer and or otherwise sell its rights in this agreement.
15. This agreement constitutes the entire agreement and understanding between the parties. No term or provisions of this agreement may be changed, waived or discharged without the written approval of Vielight.

Date _____

Give a short name for your coupon code. Do not use 'vie' or 'light' or 'Vielight' in your code. (please print): _____

Introducer Signature: _____

Introducer Printed Name: _____

Vielight Representative: _____