

HEALTHY MOMS DISCOUNT CARD PROGRAM - BUSINESS AGREEMENT

INTRODUCTION

1. The Healthy Moms Discount Card Program (the “Program”) connects approved retailers, service providers and other eligible businesses (the “Business”) with individuals who hold valid Healthy Moms Discount Cards (the “Member”). A Member is entitled to receive an exclusive promotion, special offer and/or direct discount (the “Benefits”) when the Member shops at an approved Business.

BUSINESS APPROVAL PROCESS

2. To be approved, the Business is required to (i) complete the Business Application Form; (ii) offer an exclusive promotion, special offer and/or direct discount to Members; and (iii) accept and comply with the terms and conditions contained in this agreement.

3. Healthy Moms reserves the right to refuse any applicant that does not meet the Program Terms and Conditions to its satisfaction.

4. The Business' participation in the Program will be for a one year period and commence on a date specified by Healthy Moms Toronto. Renewal on an annual basis will be automatic unless either party notifies the other, in writing, that the participation will end on a specified date.

BUSINESS PARTICIPATION

5. In addition to the requirements noted in section 3, each approved Business must assume all financial and other responsibility to:

- (i) offer a promotion, special offer and/or direct discount to Members;
- (ii) make best efforts to assist with promotion of the Program by posting Program materials for example signs, posters, advertisements, and other forms of publicity or materials in relation to the Program provided by Healthy Moms at its entrance(s) and/or points of sale;
- (iii) provide Healthy Moms with Business logo, images/photographs, and written information for the Program web portal and any other communications material(s);
- (iv) notify Healthy Moms in writing of any changes to the exclusive promotion, special offer and/or direct discount for the product(s) and/or service(s) provided to its Members;
- (v) notify Healthy Moms in writing if the Business will no longer will be part of the Program; and
- (vi) notify Healthy Moms in writing of any changes to the information provided in the Business Application Form, including but not limited to legal or business name, address, ownership, phone number and web address.

USE OF BUSINESS INFORMATION

6. Healthy Moms shall be entitled to use the Business logo, images/photograph and/or information in its promotional materials related to the Program.

INDEMNIFICATION

7. The Business will at all times indemnify and save harmless Healthy Moms, and any and all of its employees, officers, contractors, and/or agents from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including those in relation to copyrights and trademarks) made or brought against, suffered by or imposed on any of them in relation to or arising in any way from any loss, damage or injury to any person or property directly or indirectly arising out of or sustained as a result of, or incidental to, the Business' participation in the Program.

COMMUNICATIONS AND DISSEMINATION

8. The Business shall not use, publish or distribute to the public directly or indirectly, in print form or any other form of communication or media, any material or communication containing the Healthy Moms logo or the Program name, trademarks or other intellectual property of Healthy Moms or attribute to Healthy Moms, or the Program any statement, position, opinion or comment regarding this Program, without the prior written approval of Healthy Moms.

CHANGING THE TERMS AND CONDITIONS

9. The Program is subject to change without notice, including, without limitation, the addition or deletion of any participating Business.

10. Healthy Moms reserves the right to terminate or temporarily suspend from the Program any Business that breaches these Terms and Conditions.

11. Healthy Moms will not be liable for any loss, costs, or damages suffered or incurred by the Business or any other party by reason of any change to the terms and conditions contained in this agreement.

OTHER TERMS

12. It is acknowledged that the Business is an independent business and that nothing in this Agreement shall be deemed to constitute the Business an agent, partner or joint adventurer with Healthy Moms, or to give the Business the authority to bind Healthy Moms or otherwise make Healthy Moms liable to any third party.

13. Healthy Moms makes no endorsement, representation or warranty, express or implied, relating to the competence, quality, or suitability of any Business or the product or service offered by the Business as part of the Program.

14. These terms and conditions supersede all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.

15. If any of these terms and conditions are held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.

ACCEPTANCE OF TERMS AND CONDITIONS

The Business hereby acknowledges that in return for participation in the Program, it is required to abide by the terms and conditions described above. Failure to comply with these terms and conditions may result in termination of its participation in the Program.

I confirm I have authority to bind the Business to the Terms and Conditions of the Healthy Moms Discount Card Program.