

**Affiliate Program For
Healthy Nature Pty Ltd
ABN 90 113 181 810**

Trading As

MassAttack www.massattack.com.au

Bump Fertility www.bumpfertility.com.au



January 2011



Healthy Nature Pty Ltd Affiliate Program

Healthy Nature Pty Ltd is one of Australia's leading naturopathic clinics, specialising in online weightloss and fertility programs through our two websites

www.massattack.com.au
www.bumpfertility.com.au

Healthy Nature was founded by award-winning naturopath Narelle Stegehuis over 14 years ago. She has been widely featured in print media and regularly contributes natural health articles, both online and in printed form. Several patient case studies and articles have featured in national magazines such as Take 5, Women's Day, That's Life, Notebook Magazine, New Idea, Grazia. For examples of our featured articles please visit our Media Room at

<http://www.massattack.com.au/mediaRoom.html>

Our public relations program is ongoing and we currently have a contributor article in the current issue of Oxygen and feature case study articles soon to be published in Take 5 and Cosmo magazines. For examples of our patient case studies please visit

<http://www.massattack.com.au/successStories.html>

To expand our marketing efforts we have devised an affiliate program so that an exciting opportunity now exists for you to earn up to 30% commission on all sales for new naturopathic programs referred through your approved website, blog, online forum, Facebook site or print media advertisement.

How We Operate

A customer joins one of our naturopathic programs by initially completing a detailed online questionnaire, providing us with information about their symptoms and medical history. They complete the payment process and their questionnaire is submitted to the clinic where it is reviewed by one of the naturopaths. An individual treatment strategy is devised for the customer and they also receive 12 months of naturopathic support via phone and email.

The Affiliate Program

Affiliates are allocated a unique sales promotion code which needs to be displayed in your website or print media. This will give the customer a 10% discount when they enter this code at the point of sale, providing us with the means to track the source of the sale and giving them an incentive to enter the code.

At the end of each month we provide each affiliate with a report outlining the number of program sales for the month and pay the relevant commission straight into your bank account.

All commissions are paid on the initial program fee, currently \$149, after any reductions for discounts, coupons etc. Commissions are on a sliding scale based on the number of programs sold to your leads in a month.

Healthy Nature will handle all aspects of the sale, including order fulfilment, related shipping, and customer service.

Commission Structure

Program price \$149

Price after 10% discount to your lead = \$134.10

No. Programs Sold / Month	Commission %	Commission / Program
1-5	5%	\$6.70
6-10	10%	\$13.40
11-20	15%	\$20.10
21-50	20%	\$26.80
51+	30%	\$40.20

For example:

If ten of your leads bought a program in one month:

$$\text{Total commission} = 10 \times 13.40 = \$134.00$$

If 51 of your leads bought a program in one month:

$$\text{Total commission} = 51 \times 40.20 = \$2,050.20$$

Remember, your commissions represent pure profits!

What We Supply

- » Art work inclusive of promotion code to your size and technical specification.
- » Regular articles for use on blogs, websites, newsletters etc.
- » Opportunity to utilise "Expert Voice".
- » Reciprocal link to relevant websites.

See the Operations Agreement for details.



OPERATIONS AGREEMENT

Effective Date: January 1st 2011

This Agreement contains the complete terms and conditions upon which we offer you participation in the Healthy Nature p/l, trading as MassAttack and Bump Fertility, Affiliates Program (the "Program"). Acceptance of this Agreement by participation or continued participation in the Program on or after the effective date creates a binding legal agreement that you will use our websites, links and other property of Healthy Nature or its partners only in a manner that is consistent with this Agreement. At this time we are not accepting applications from residents or businesses based in the United States of America.

As used in this Agreement, "we" means Healthy Nature p/l, "you" means the applicant, and "our Websites" means www.massattack.com.au and www.bumpfertility.com.au and any similarly branded websites operated by us.

1. Enrolment in the Affiliate Program

To begin the enrolment process, you will submit a completed Program Application. We will evaluate your application and notify you of your acceptance or rejection. We may reject your application for any reason at our sole discretion. We generally reject applications related to websites that:

- » Promote violence;
- » Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- » Promote illegal activities or are intended to harass or defame anyone;
- » Include "massattack.com", "bumpfertility.com" or variations or misspellings thereof in their domain names; or
- » Otherwise violate our intellectual property rights or the intellectual property rights of others.

If we reject your application, you are welcome to reapply to the Program at any time. If we accept your application, we reserve the right to terminate your participation in the Program for any reason at our sole discretion immediately, without prior notice.

2. Links on Your Website

Once you have been notified that your website has been accepted into the Program, you may provide on your website one or more of the following types of links to our website:

- » Text links
- » Banner links
- » Logo link
- » General link to our website home page

We will provide you with guidelines and artwork to use for linking to our website.

3. Use of Images

The images/logos provided to members of the Program are the property of Healthy Nature and are protected by Australia and international copyright laws. You may not use any image/logo in any way that exceeds the limited license granted to you. This limited license allows you to use images/logos solely for the purpose of promoting our products for sale by creating links connecting your website to our website. This means, among other things, that you may not:

- (a) alter, modify or manipulate any image/logo provided by us;
- (b) use an image/logo in any form other than the form provided by us;
- (c) remove any code or identifying information from any image/logo;
- (d) inactivate the link associated with any image/logo or cause the image/logo to ultimately link to a destination other than our Website; or
- (e) link to or display images/ after they have been discontinued from the Healthy Nature product catalogue.

4. Restrictions and Prohibited Activity

You may not, directly or indirectly:

- (a) Purchase or register domains or search engine keywords, AdWords, search terms or other identifying terms that include the words "massattack", "narelle stegehuis" or "bumpfertility" or any variations thereof. Variations include foreign country or other top-level domain extensions. In addition to the foregoing, you must register or establish the following negative keywords with each search engine from which you purchase or register keywords: "massattack", "narelle stegehuis" or "bumpfertility" and variations. Specifically, this policy prohibits you from purchasing or registering domains or search terms such as, but not limited to, the following:

- » Our trademarks, "massattack", "bumpfertility" and "weight loss queen", "fertility queen", "Narelle Stegehuis", and any keyword string that includes these terms.
- » Variations or misspellings of our trademarks or any form of our trademarks, or any variation or misspelling thereof, in connection with foreign country or other domain extensions.

(b) Use or display the above mentioned terms or any misspellings or variations thereof, in either the copy/advertisement or the display URL for paid search listings. Variations include foreign country or other top-level domain extensions;

(c) You must follow common search engine guidelines, such as: (a) your display URL must match the ultimate actual destination URL; (b) you may not frame our website as a landing page; or (c) you may not create "redirects" or "jump pages" that immediately direct to our website;

(d) Dilute, blur or tarnish the value of our trademarks, and/or products and services. (For example, you are not allowed to say that you offer better and/or more promotions, products and services than massattack.);

(e) Misrepresent Healthy Nature brands including our URL, logos, trademarks and tradenames, or misrepresent that either you or your website are massattack.com.au or bumpfertility.com.au or operated by Healthy Nature p/l.;

(f) Engage in any conduct that violates SPAM Acts or any similar privacy or data protection law of any jurisdiction;

(g) Enable any sales to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, I frame, hidden frame or redirect;

(h) Use any device or technology that will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner a Web user's access, view or usage of, the website of any affiliate of ours in a manner that causes or otherwise results in a different experience from what was otherwise intended by our affiliate; or

(i) Use any device or technology that will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from the website of any affiliate of ours with the result of reducing any compensation or other payment earned by or owing to such affiliate.

(j) Issue or post any press release or other broad-based communication regarding your participation in the Program without our consent. Notwithstanding the foregoing, you may promote your website via mailings to recipients who are already customers or subscribers to your website's

services, provided that the recipients have the option to remove themselves from future mailings and that you otherwise comply with all applicable laws of your jurisdiction. Further, you may promote your website via postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup).

We reserve the right to modify these rules at any time. If we determine, in our sole discretion, that you have violated any of the foregoing restrictions, we may (without limiting any other rights or remedies available to us) withhold any commission otherwise payable to you under this Agreement and/or terminate this Agreement. If we are required to enforce any of the foregoing restrictions, you will be obligated to reimburse us for any legal fees incurred in connection therewith.

5. Use Of Our Trademarks

You may use the Trademarks solely for the purposes authorized by this Agreement. You may not alter graphics containing the Trademarks in any manner. For example, you may not change the proportion, color, or font of the Trademarks. You may not display the Trademarks in any manner that implies sponsorship, endorsement by us other than of your involvement in the Program. You may not use the Trademarks to disparage our company, our products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our goodwill in the Trademarks. You acknowledge that all rights to the Trademarks are our exclusive property, and all goodwill generated through your use of the Trademark will inure to our benefit.

If we determine, in our sole discretion, that you have violated any of the foregoing restrictions, we may (without limiting any other rights or remedies available to us) withhold any commission otherwise payable to you under this Agreement and/or terminate this Agreement. If we are required to enforce any of the foregoing restrictions, you will be obligated to reimburse us for any legal fees incurred in connection therewith.

6. Use Of Our Intellectual Property

From time to time we will produce articles related to our core business which will be provided to you for your non exclusive use. Each article will be provided with a byline which must not be altered in any way. You may, but are not bound to, publish such articles on your website, blog, newsletter or other publication with the byline intact.

From time to time we are able to provide an "Expert Voice" service to approved Affiliates, whereby at a mutually agreed time one of our naturopaths would be

available to participate in online forums, webinars etc through your website. All technical setup for such events is the responsibility of the Affiliate. Any promotion undertaken for such an event must include our logo, byline or link to our website.

7. Order Processing

We will process orders placed by customers who purchase Qualifying Products using your promotional code.

We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfilment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Qualifying Products and will make available to you reports summarising this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion.

8. Commission

Subject to the terms and conditions of this Agreement, you will be eligible to earn commission on certain Qualifying Product sales in accordance with the sections below. For a Qualifying Product sale to be eligible for commission credits, the customer must enter your allocated code, select and purchase the Qualifying Product using our automated ordering system, accept delivery of the Qualifying Product, and remit full payment to us. As a condition precedent to the right to receive any commission hereunder, you agree that you will provide direct banking details to allow deposit. Any failure to provide banking details to facilitate deposits within a 30 day period will cause any commission obligations to be void ab initio.

9. Earning Commission Credits

Standard Commission Credit Rate

You will accrue commission credits based on Qualifying Revenues according to commission credit rates established by us from time to time. "Qualifying Revenues" are revenues derived by us from sales of our Qualifying Products, after reduction for discounts, coupons and/or gift card redemptions, made by visitors to our Website that come as a result of your promotion.

"Qualifying Products" are the initial naturopathic program only and do not include other products, cookbooks, pathology tests, supportive nutrients,

grocery products, renewals or other miscellaneous items

"Qualifying Revenues" do not include shipping & handling or taxes, .

Sub-Affiliates

Affiliates may not sign-up websites owned, beneficially owned or directly or indirectly controlled by them. Affiliates may not directly or indirectly offer any person or entity any consideration or incentive to sign up websites to the Program.

If we determine, at our sole discretion, that you are abusing the system, in the manner stated above, we may (without limiting any other rights or remedies available to us) terminate your participation in the Program and/or withhold any commission payable to you for websites you recruited. If we are required to enforce any of the foregoing restrictions, you will be obligated to reimburse us for any legal fees incurred in connection therewith.

10. Commission Payment

"Program Year" refers to any 12-month period beginning July 1 and ending June 30. No commission will be earned or payable unless and until you have in any given Program Year, accrued commission credits of at least \$20.00. If you do not accrue such minimum commission credit amount by the end of such Program Year, any commission credits in your account and your affiliate program will be cancelled.

Your acceptance of this agreement or continued participation in the Program shall constitute your assent to these terms.

Subject to the foregoing minimum annual commission credits rule, we pay commission on a monthly basis. 45 days following the end of each calendar month, for those affiliates that satisfy the minimum annual commission credit rule we will transfer an amount to your nominated bank account equal to the commission credits accrued based on your Qualifying Revenues during that month, less any taxes that we are required by law to withhold.

Except as set forth in this Agreement, commission credits shall have no value and are not redeemable in any way for cash or merchandise.

11. Policies and Pricing

Customers who buy Qualifying Products through the Affiliate Program will be deemed to be customers of Healthy Nature. Accordingly, all of our rules, policies and operating procedures concerning customer orders, customer

service and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the price of any particular product.

12. Identifying Yourself as an Affiliate

We will make available to you a small graphic image that identifies your website as a Program participant. This logo or the phrase "In affiliation with Massattack" or "In affiliation with Bump Fertility" must be displayed conspicuously on your website. We may modify the text or graphic image of this notice from time to time. In addition, we encourage (but do not require) you to include a Special Link on your website to our home page at www.massattack.com.au or www.bumpfertility.com.au

13. Limited License

We grant you a nonexclusive, non-sublicensable, revocable right to use the product images, graphics, logos and other content made available through the Program ("Content") solely for purposes of your participation in the Program to assist in generating product sales. Product images must be served by our Website and cannot be used in any form other than the form provided by us. You may not modify any Content in any way. We reserve all of our rights in the Content.

14. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your website and for all materials or content that appear on your website. Failure to remove from your website items that have been discontinued from our product catalog may result in an infringement of a third party's intellectual property rights, for which you will be solely responsible.

15. Representations and Warranties

You hereby represent and warrant to us as follows:

- a. This Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b. Any information you provide to us in connection with your participation in the Program will be true and correct.

c. The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby shall not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.

d. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby.

16. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your website, all links to our Website, product images from our database, and any of our trademarks, trade dress or logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to accrue commission credits on Qualifying Revenues occurring during the term of this Agreement, and commission earned through the date of termination will remain payable, subject to Section 10 above, only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

17. Modification

We may modify any of the terms and conditions contained in this Agreement at any time in our sole discretion by posting a change notice or a new agreement on our Website. Modifications may include, for example, changes in the scope of available commission credits, commission credit rates, payment procedures, and Program rules. We typically announce substantive changes to the terms of this agreement by email. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the program following our posting of a change notice or new agreement on our Website will constitute your binding acceptance of the change.

18. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Agreement.

19. Limitation of Liability; Indemnification

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commission paid or payable to you under this Agreement within the last six (6) months.

Unless you notify us of an asserted discrepancy in your commission payments within six (6) months from the date of the applicable payment, such payment shall be deemed accepted and no protest shall be allowed.

You hereby agree to indemnify and hold harmless Healthy Nature and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable legal fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (a) any claim that your use of any trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (c) any claim related to your acts, omissions or website not attributable to us.

20. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Website will be uninterrupted or error free, and we shall not be liable for the consequences of any interruptions or errors.

21. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

22. Miscellaneous

This Agreement will be governed by the laws of the State of Victoria, Australia, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Melbourne, Victoria, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

Program Application

Entry to the Healthy Nature p/l Affiliate Program is to approved entities only. Please fill in the details below and send to 56 Willsmere Road. Kew VIC 3101

Entity Name: (website address, blog name, company etc)

Business Address:

Phone:

I have read and understood the Operations Agreement dated January 1st 2011 and apply to be an affiliate to (delete if not applicable)

www.massattack.com.au and/or www.bumpfertility.com.au

Signed:

Name:

Email:

Phone:

Date:

Once your application has been approved, we will send you a signed copy of this application. You will then need to provide us with your bank details in order to be paid commissions as set out in this agreement.

Office Use Only:

Application Approved: Y/N

Date:

Signed:

On behalf of Healthy Nature pty ltd