

AquaChiFootbath.com Affiliate Agreement

This Agreement contains the complete terms and conditions which you the ("Affiliate") agree to be bound by as a participant in Aquachifootbath.com's ("Aqua Chi") Affiliate Program ("Program") and which shall apply once your application to participate in the Program has been accepted by Wellspring Team, Inc. ("Wellspring").

ARTICLE 1. INTRODUCTION

1.01 Wellspring is the sole and exclusive owner of all right, title and interest including logos, style, design, look and feel, trade names, trademarks (including any and all future versions thereof) of the Program.

1.02 Wellspring intends to sell and distribute the Aqua Chi Standard and Pro models ("Product") using in part, third party affiliates who will establish links to Wellspring 's Web site (aquachifootbath.com) where the Product will be offered for sale.

ARTICLE 2. PARTICIPATION & REPRESENTATION

2.01 Wellspring hereby grants to the Affiliate the non-exclusive and revocable right to market and recommend the Product and to establish links to Wellspring 's Web site, the whole in accordance with this Agreement.

2.02 The Affiliate shall diligently and continuously market and recommend the Product through the Internet and shall develop, operate and maintain links from its site to Wellspring 's site at its sole cost and expense.

2.03 The Affiliate represents and warrants to Wellspring that this Agreement has been duly and validly executed and constitutes and shall continue to constitute a legal obligation, enforceable in accordance with its terms.

ARTICLE 3. AFFILIATE SALES COMMISSIONS

3.01 If, as a result of a direct marketing effort of the Affiliate there is a sale of an Aqua Chi Professional or Standard Model, Wellspring shall pay the Affiliate a commission ("Commission") determined in accordance with the Affiliate Compensation Schedule which follows this Agreement and which forms an integral part of it. The commission is based upon the number of referrals of the purchased Product before tax and excluding returns. Referrals shall apply only to

new Aqua Chi models that are first time purchases sold at standard pricing (Pro Model \$1595.00, Standard \$1395.00).

3.02 An Affiliate shall not receive a Commission for a Product purchase made, directly or indirectly, by him/herself. Instead, the Affiliate will receive a discount commensurate with the Affiliates current commission level. Commissions shall not apply to first time Pro or Standard model purchases made directly by the Affiliate. Commissions are not paid on other Aqua Chi parts or accessories.

3.03 In the event that more than one Affiliate claims the same commission for a sale, Wellspring shall select the Affiliate which shall receive the compensation.

3.04 The Affiliate shall be responsible for all taxes and other similar levies applicable to the Commission pursuant to any law or regulation. The Affiliate shall report the Commission to its taxation authorities as required by law.

3.05 Wellspring shall post and maintain, on a current basis, a designated password-protected Web page for each Affiliate showing the Affiliate's participation in the Program including an estimate of the Commission owing to it.

Wellspring shall, on or about the 30th of each month, mail the Commission representing the amount payable for the unreturned sales completed in the previous month together with sales statistics of the referred transactions. Affiliates will receive the Commission in US funds, or equivalent in foreign currency.

For administrative convenience, if the Commission is less than \$100 USD in a month, it shall be mailed during a subsequent month. The Affiliate may receive Sales Commission where the amount in question is less than \$100 dollars by advising Wellspring and assuming Wellspring 's cost of \$10 for making the payment.

If an Affiliate maintains a balance of less than \$100 dollars of Commission in a period of 12 consecutive months without asking for payment during that time, the Commission shall be forfeited. Wellspring is not responsible for paying any interest to the Affiliate for accrued but not yet delivered Commission. Commission overpayments may be deducted from future payments or shall be reimbursed by the Affiliate.

3.06 Upon written request and at the Affiliate's expense, the Affiliate may cause Wellspring 's books and records to be examined by an

independent firm of chartered accountants to ensure compliance with this Agreement. In the event that the examination reveals an underpayment error of more than 5%, the reasonable cost of the examination to a maximum of 5,000 US dollars shall be paid by Wellspring . If the examination does not reveal an underpayment as aforesaid, the Affiliate shall compensate Wellspring for its reasonable cost to a maximum of 5,000 US dollars. The firm of chartered accountants utilized shall limit the scope of their examination to the relevant information regarding the Commission and shall keep private and confidential all information obtained in the course of the said examination.

ARTICLE 4. AFFILIATE SITES

4.01 The Affiliate shall be solely responsible for all materials that appear on its site. It shall strictly adhere to all applicable laws and regulations in conducting its business and more specifically in marketing and advertising the Product. Without restricting the generality of the foregoing, the Affiliate shall not send unsolicited e-mail and shall not send e-mail or any other communication to a recipient if the recipient has requested that it discontinue such communication, nor shall it send or display on its Web site any material that may be considered to be harassing, libelous, defamatory, legally obscene or pornographic, threatening, abusive or hateful.

4.02 Wellspring grants the Affiliate a non-exclusive, revocable right to use the logos, trade names, trademarks and all other intellectual property and such other images of Wellspring for the purposes of identifying the Affiliate as a participant of the Program and of generating sales of the Product. Affiliate shall allow Wellspring to review all marketing material of the affiliate in order to insure adherence to manufacturer guidelines. If the Affiliate specifies a price point for the Product in its marketing and advertising it shall ensure that it is updated regularly to reflect all price changes. Affiliate agrees to display only manufacturers suggested pricing for the Aqua Chi units which it markets.

4.03 Wellspring shall have the right to monitor the Affiliate's Web site at any time and from time to time to determine if it is in compliance with the terms and conditions on this Agreement.

4.04 The Affiliate agrees not to use any predatory advertising methods designed to generate traffic from sites that they have not contracted with in the online promotion of the Product, services or the Program. Predatory advertising is defined as any method that creates or overlays links or banners on web sites, spawns browser windows, or any method invented to generate traffic from a web site without that web site

owner's, knowledge, permission, and participation. Examples include, but are not limited to, keyword parsing browser plugging, banner replacement technology, and browser spawning technology that is not web site dependent. Participation in predatory advertising programs will be cause for the affiliate's immediate termination.

ARTICLE 5. ORDER PROCESSING

5.01 Wellspring shall establish the procedures of selling the Product including, without limitation, the placement of orders, pricing, payment terms, processing, delivery, returns etc. Without restricting the generality of the foregoing, Wellspring shall have the right to cancel, suspend or delay any order for the Product, including the right to discontinue to sell the Product at any time.

ARTICLE 6. LICENSES AND GOODWILL PRESERVATION

6.01 Wellspring shall have the right, but not the obligation, to approve, in its sole and absolute discretion and with due regard to the protection and preservation of the goodwill of the Product any promotional, advertising or marketing item used by the Affiliate. The Affiliate shall make all deletions and modifications suggested by Wellspring on any site where the Product is mentioned.

6.02 The Affiliate shall acknowledge and clearly identify and respect that he/she has no right to any of the proprietary information, trademarks, copyrights and all other similar rights in and arising out of the Program. In the event the Affiliate learns of any claim or allegation that the Program infringes upon or violates any intellectual property or proprietary rights of a third party, or contains any unlawful, libelous, or untrue statement, it shall immediately notify Wellspring so as to enable Wellspring to defend, settle or otherwise resolve the claim or allegation in a manner that Wellspring deems appropriate in its sole discretion.

6.03 Customers who purchase the Product through the Program shall be deemed to be customers of Wellspring, and the Affiliate shall refer all Product-related questions, requests or queries to Wellspring. Wellspring shall have the right to utilize the Affiliate's name and logo to advertise, market, promote and publicize in any manner the Product.

6.04 The Affiliate shall not make or give to a customer or a potential customer any warranty, representation or other statement concerning the Product without first obtaining the written consent of Wellspring.

ARTICLE 7. RELATIONSHIP OF PARTIES

7.01 While the parties shall work hand-in-hand for the benefit of both, the parties acknowledge and agree that the Affiliate shall, from a legal perspective, act as and shall be an independent contractor and not an employee or agent of Wellspring . Nothing in this Agreement shall create a partnership, joint venture, agency, or franchise between the parties in the legal sense of these terms. The Affiliate shall not sign any document in the name of or on behalf of Wellspring nor shall it hold itself out as being an agent of Wellspring or as having apparent authority to contract for or bind Wellspring .

ARTICLE 8. LIMITATION OF LIABILITY

8.01 In no event shall Wellspring be liable for special, incidental, consequential or punitive damages, including, without limitation, any damages resulting from loss of profits, loss of business or loss of goodwill arising out of or in connection with this Agreement or the Product, whether or not such party has been advised of the possibility of such damages. Wellspring shall not be liable for any damages if, for any reason whatsoever, its Web site fails or is non-operational for any reason whatsoever.

ARTICLE 9. TERMS OF THE AGREEMENT

9.01 In the event that the Affiliate breaches any of the undertakings or obligations set forth in this Agreement and does not remedy same within 7 days notice from Wellspring , it shall automatically forfeit the Sales Commission then receivable or receivable at any time in the future. Wellspring shall, in addition, have the right to terminate this Agreement and shall retain all other rights and remedies available to it at law or in equity.

9.02 The Affiliate shall have the right to terminate this Agreement at any time. In such case the Commission owing, representing referred repeat sales shall be paid even after termination of this Agreement.

ARTICLE 10. MODIFICATION AND APPLICATION OF AGREEMENT

10.01 Wellspring may, in good faith, modify any of the terms and conditions contained in this Agreement (including the Affiliate Compensation Schedule), at any time and in its sole discretion, by posting a change notice or a new agreement on its Web site. Any changes to the Sales Commission rate or terms shall only come into force 30 days following posting. If any modification to this Agreement is not acceptable to the Affiliate, its only recourse is to terminate this

Agreement. The Affiliate's continued participation in the Program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

10.02 If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

10.03 The Affiliate shall not assign, transfer or convey this Agreement or any part thereof to any other party without Wellspring 's consent which shall not be unreasonably refused.

10.04 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, legal representatives, successors and assigns.

10.05 This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any. For greater certainty but without restricting the aforementioned, information contained in any of the following shall not form part of this Agreement, namely: descriptions of the Program (including the descriptions of Sales Commission payable to the Affiliates) on Wellspring 's Web site(s); e-mail communications from Wellspring or from any of its employees, officers or directors; in the Product, or in marketing/informational documents.

ARTICLE 11. INDEPENDENT INVESTIGATION

11.01 The Affiliate acknowledges that he or she has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate understands that Wellspring may at any time solicit customer referrals on terms that may differ from those contained in this Agreement or operate Web sites that are similar to or compete with the Affiliate's Web site. The Affiliate has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

12.02 The insertion of headings and the division of this Agreement into Articles and Sections are for convenience reference only and are not to affect its interpretation.

12.03 Each of the parties hereto covenants and agrees that it shall execute and deliver such additional agreements and documents and do such acts and things as may be reasonably necessary fully and effectually to carry out the intent and purpose of this Agreement.

12.04 Time shall be of essence of this Agreement.

12.05 All notices, requests and other communications shall be deemed to have been received when posted by Wellspring on its Web site. It shall also be deemed to have been received on the next business day if transmitted by facsimile, e-mail or any other form of electronic mail to the last known electronic address of the intended recipient.

12.06 If in the event of a dispute or claim arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, the parties agree to attempt to resolve the dispute by mediated negotiation with the assistance of a neutral person appointed by the Colorado Mediation Center administered under its Mediation Rules. If the dispute cannot be settled within Thirty (30) days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the Colorado Mediation Center pursuant to its Rules. The place of mediation and arbitration shall be Boulder, CO, USA.

AFFILIATE COMPENSATION SCHEDULE

This Compensation Schedule is in effect from July 11, 2007.

An Affiliate can earn a Commission for each referred sale from a new customer who has never purchased an Aqua Chi unit, directly or indirectly.

An affiliate will receive a discount equaling the corresponding referral amount for any Aqua Chi purchased directly by the Affiliate.

A Commission of \$250 will be payable for the first 5 referred sales, or repurchases of the Product.

A Commission of \$400 will be payable for the following 6-10 referred sales, or repurchases of the Product.

A Commission of \$500 will be payable for the following 11-30 referred sales, or repurchases of the Product.

A Commission of \$570 will be payable for any referred sales, or repurchases of the Product after 30 referrals.