TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR(S)

a) The Immunotec Independent Consultant ("Consultant") attests that he is of legal age as required by the state in which he resides.

b) Consultant has read the terms and conditions of this Application and Agreement, the Immunotec Compensation Plan, and the Immunotec Policies and Procedures, all of which are incorporated herein (the "Application" or "Agreement") and has had the opportunity to have discussed it with his (their) attorney. Consultant understands these terms and conditions and the consequences of not abiding by them.

c) Consultant understands that this is not an agreement of partnership, license, franchise, agency or mandate. Consultant is exercising this Application as an independent contractor and has no right to represent, act for or bind Immunotec Research Inc. ("Immunotec") or any of its subsidiaries.

d) Consultant will be solely responsible for the payment of all applicable state and federal income taxes.

e) As an independent contractor and consultant, Consultant agrees to abide by all applicable federal, state and local laws and regulations in connection with this Application, the business and the sale of all products sold by Immunotec ("Products") including but not limited to the procuring and paying for any licenses, duties and permits as may be required to carry out his business as a Consultant.

f) Consultant understands that he is not an employee of Immunotec and that he alone shall determine the number of hours needed to carry on his business. Consultant will purchase products for sale only from Immunotec or those suppliers or sources which are so designated by Immunotec. Consultant will not be treated as an Immunotec employee for any reason including federal or state tax purposes.

2. CONDUCT OF BUSINESS

Consultant acknowledges that:

a) he is responsible for supervising all sales and distribution of Products in accordance with Immunotec's rules and guidelines and understands that this includes the supervision of other Consultants in his downline.

b) he cannot have any interest in any other Immunotec distributorship, whether as a partner, shareholder, agent, mandatory, creditor, consultant or employee.

c) the Immunotec Compensation Plan and the Immunotec Policies and Procedures prohibit the purchase of Products in unreasonable amounts. To be eligible to order additional Products, Consultant must certify that he has sold at retail at least seventy (70) percent of all previous Product orders. To this end, Consultant undertakes to keep accurate records and receipts of all sales transactions. He must provide Immunotec, at its request, with the names and addresses of his retail customers monthly for verification purposes. Immunotec will collect and remit any applicable goods and sales tax and services taxes which may be due on the invoiced price of taxable Products and/or services.

In the event that Consultant is notified of any Product recall, he shall comply with such notice immediately.

Consultant shall become a Consultant and this Application shall become an agreement only upon acceptance of

this Application by Immunotec. Consultant shall then have the right to purchase Products at wholesale for one (1) year. Immunotec has the absolute right and the sole discretion to refuse Consultant's application for any reason whatsoever.

3. PROPRIETARY USE OF IMMUNOTEC PROPERTY

a) Consultant undertakes that he will only use the promotional materials which are provided by Immunotec and will use them in accordance with the provisions of the Policies and Procedures and the Compensation Plan.

b) Consultant acknowledges that all patents, trademarks, service marks and formulae relating to Products are the exclusive property of Immunotec and, except in strict conformity with this Application, Consultant has not been granted any license of right of use of such patents, trademarks, service marks and/or formulae.

c) Consultant acknowledges that he will not use any such patents or marks other than pursuant to written authorization from Immunotec.

4. PRODUCT/PROFIT RESPONSIBILITY

Consultant hereby undertakes not to make any representations or guarantees as to the effectiveness of the Products nor to make any statement of potential income or guarantee of income or profits of any kind to any person whatsoever except to actual sales volume or profit generated by Consultant's business or any other Consultant which Consultant has appointed.

5. TERM AND TRANSFERABILITY OF APPLICATION

The term of this Application shall be for twelve (12) months and is renewable upon Consultant submitting and Immunotec accepting his intent to renew as well as Consultant paying the annual administrative fee. Consultant has the right to cancel the Agreement at any time upon providing Immunotec not less than thirty (30) days written notice.

Except as provided in the Policies and Procedures, this Application is not transferable or assignable in whole or in part by Consultant. Immunotec shall have full right and authority to transfer and/or assign this Application to any party to whom it deems appropriate in its sole and absolute discretion.

6. INDEMNIFICATION

Consultant acknowledges that he is an independent contractor and is solely responsible for the operation of his business. Consultant agrees to hold Immunotec, its directors, officers, employees and agents harmless from any and all claims, actions, liabilities and/or damages which may result from the operation of Consultant's business and/or the sale of Products and releases Immunotec, its directors, officers, employees and agents from any liability arising therefrom.

7. NON-SOLICITATION

During the term hereof and for a period of one (1) year thereafter, Consultant shall not, directly or indirectly, on his own behalf or on the behalf of another or on behalf of or in association with any person, hire any Immunotec employee, solicit or engage any Immunotec Consultant or Immunotec customer or, in any manner, attempt to influence or induce any of them to alter or terminate their employment or business relationship with Immunotec.

This provision shall survive the termination of this document.

8. NON-COMPETITION

During the term of this Application and while involved with the business or performing activities related to this Application, Consultant agrees not to compete with the business interests of Immunotec by selling or promoting other products by participating in other network marketing opportunities.

Consultant agrees that for two (2) years after the termination of this Application, he will not sell whey protein isolate products or derivatives thereof either through retail or direct sales distribution. Consultant acknowledges the necessity of these restrictions to protect Immunotec's valuable interests and agrees that an injunction and/or other available remedy are necessary and appropriate for Immunotec to protect such interests.

9. CONFIDENTIALITY

Consultants may gain access to information which may be considered to be confidential or proprietary of Immunotec. Such information ("Confidential Information") includes but is not limited to names and addresses of Consultants, names and addresses of Immunotec employees, customers, genealogies and product and corporate strategies. Consultant agrees that he will not disclose, directly or indirectly, any such Confidential Information to any third party or use, directly or indirectly, the Confidential Information to compete with Immunotec or for any purpose other than to promote Immunotec and Products. It is understood and agreed that but for this clause, Immunotec would not provide Consultant with Confidential Information. This provision shall survive the termination of this document.

10. SET-OFF

Immunotec will at all times have the right to withhold, deduct and set-off from any amount owed to Consultant as a bonus, volume rebate or any other form of compensation based on the sales of products or for any other reason to compensate Immunotec for any amount owed by Consultant for Products or otherwise.

11. VIOLATIONS, TERMINATION AND SUSPENSION

Violation of sections 2(d), 8 or 9 shall result in a loss of purchasing privileges, suspension and/or termination from participation in any compensation plan or termination of this Application as well as the introduction of an action for injunctive relief and damages by Immunotec.

In the event that Consultant is in default pursuant to the terms of this document, which shall include becoming bankrupt or insolvent under the terms of the applicable bankruptcy and insolvency legislation or files for protection thereunder or does not carry on his Immunotec business in accordance with the rules and regulations as may be set out by Immunotec, this document may be terminated by Immunotec.

Consultant may be suspended or terminated, as the case may be, for violating the terms of this Application or the rules and regulations as may be set out by Immunotec. Written notice of the suspension or the termination, as the case may be, shall be given to the Consultant, by mail, telefax or by e-mail, citing the reasons for the action. The suspension or termination shall be effective immediately upon notification.

In the event of a suspension, Consultant shall lose the right, during the suspension period, to purchase Products at wholesale cost, receive commissions, bonuses or other compensation which might otherwise be due. Additionally, Consultant shall not have the right during the suspension period to represent himself as a Consultant. In the event that applicable federal or state law is inconsistent with or requires additional or other action as set out herein, such procedure shall be automatically amended to conform for compliance for residents of that particular state.

In the event of a termination, Consultant shall no longer be authorized to sell Products or to benefit from other Immunotec programs, services, receive bonuses, commissions or other forms of compensation, sponsor other consultants and all rights associated with the activities of a Consultant and Consultant's sales organization or genealogical downline. If terminated, Consultant may not reapply to Immunotec for the period of one (1) calendar year from the date of termination. In the event that applicable federal or state law is inconsistent with or requires additional or other action as set out herein, such procedure shall be automatically amended to conform for compliance for residents of that particular state.

Consultant may terminate this Application at any time and for any reason upon providing prior written notice to Immunotec of no less than thirty (30) days. In such event, Immunotec will have the right to refuse to fill orders submitted thereafter by the Consultant without any liability whatsoever. In such a case, Consultant may have the right to return all unopened, unencumbered inventory of Products which had been purchased within the year prior to the termination. Consultant must return such products to Immunotec postage pre-paid in a reusable and resalable condition. Immunotec will refund ninety (90) percent of the net cost to Consultant, less any commissions and bonuses paid on the purchase of the Products (unless otherwise required by State law). Immunotec will also reimburse at ninety (90) percent of the original cost of any sales materials purchased provided these materials are current and in reusable condition. Immunotec will not issue any refund on any Products previously certified as sold under the 70% rule.

12. GOVERNING LAW

This Application and the relationship and all other matters between Consultant and Immunotec shall be governed by the laws of Texas as they apply.

13. SEVERABILITY

If any provision, or part thereof of this document is found to be invalid, illegal or unenforceable for any reason whatsoever, such provision, or part thereof, shall be fully severable and the remaining terms, or parts thereof, shall remain in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision, or part thereof, had never been a part of this Agreement. Additionally, in lieu of an invalid, illegal or unenforceable provision, there shall be added a provision similar in its terms to replace such invalid, illegal or unenforceable provision.

14. AMENDMENT

Consultant acknowledges and accepts that Immunotec reserves the right to amend the terms of this Application and other documents from time to time, in its sole discretion. Such amendments shall be binding once the Consultant is notified of such changes. Notification shall be in electronic or print form.

15. ENTIRE AGREEMENT AND INTERPRETATION

This Application constitutes the entire agreement between Consultant and Immunotec and supersedes all previous negotiations, understandings, agreements or arrangements, whether written or oral. Consultant hereby acknowledges that no representations, warranties or guarantees have been made to Consultant by Immunotec. In the event that more than one applicant has signed this Application, all singular nouns and pronouns contained herein shall be deemed to be plural and all necessary grammatical changes shall be deemed to be incorporated herein. Correspondingly, where more than one applicant has signed this Application such applicant hereby acknowledges that they shall be solidarily (jointly and severally) responsible for the undertakings, representations, obligations and covenants of Consultant pursuant to this Application. Gender-specific nouns and pronouns shall be deemed to refer to the gender of Consultant.

16. WAIVER

No failure to exercise and no delay in exercising on the part of Immunotec, any right under the Agreement shall operate as a waiver thereof.

17. NOTICES

Any notice or other written communication given under or in connection with this Application may be delivered personally or sent by e-mail as by first class mail to Immunotec at the address shown on the Application or such other address notified from time to time by such party to the other. Any notice given under this Agreement will start to run from the day when it is posted to the addresses at their address set out overleaf or posted to any replacement address which has been notified.

Appendix A: Compensation Plan
Appendix B: Privacy Policy
Appendix C: Terms of Sale
Appendix D: Policies and Procedures
Appendix E: Terms of use
Appendix F Income statement