

NHE Independent Reseller Agreement (Page 1)

This agreement requires (5) five signatures.

This Independent Reseller Agreement (“Agreement”) is made by and between NHE, National Health Educators “Company” and Signee “Reseller”.

Whereas Company desires to engage Reseller to market and sell the services and products of Company, namely the 2017-2018 NHE Fitness Advisor Credential Program, and Reseller desires to engage in such services, Reseller and Company (also referred to herein as “Party” in the singular and “Parties” in the plural) desire to define the terms and conditions applicable to Reseller’s performance of such services. Company and Reseller hereby agree as follows:

1. **Length of Agreement:** The Parties agree that this Agreement will last for a term of one (1) year, unless otherwise terminated by either Party. This Agreement may be renewed for successive one (1) year terms at the sole discretion of Company.

2. **Appointment and Acceptance:** The Parties agree with regards to the appointment of Reseller under this Agreement as follows:

- A. Company hereby grants Reseller authorization to solicit, for profit only, the 2017-2018 NHE Fitness Advisor Credential Program.
- B. Reseller shall identify specific sales prospects, where he/she has contacts likely to generate sales, within or outside of their designated territory or industry specialty due to long-term relationships or prior business contacts. Reseller acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the 2017-2018 NHE Fitness Advisor Credential Program, any Company customers, or any Company customer lists.
- C. Reseller is responsible for all sales relating to the 2017-2018 NHE Fitness Advisor Credential Program including all credit card processing, check acceptance/deposits, cash deposits, chargebacks and refunds (in applicable). All profits from sales are the sole property of the Reseller.
- D. Reseller agrees to pay a onetime, non-refundable reseller’s fee of (\$970) nine-hundred and seventy dollars. The (\$970) nine-hundred and seventy dollars reseller fee will not be refunded, in part or in full, at any time, for any reason. Reseller agrees that Company has not made any monetary promises or guarantees to Reseller in relation to the success or failure of the Reseller’s ability to earn an income selling the 2017-2018 NHE Fitness Advisor Credential Program.
- E. Reseller hereby accepts its appointment hereunder.

(Reseller) Print name: _____

(Reseller) Signature: _____

Date: _____/_____/_____

3. Responsibilities of Reseller. Reseller shall satisfy the following responsibilities at all times during the term of this Agreement:

- A. Reseller shall use best efforts to provide services, in a manner consistent with the standards generally observed by a professional in the industry to which such services performed can be classified, in accordance with the terms and conditions set forth.
- B. Reseller shall exhibit and conduct behavior in a manner consistent with the professional image, reputation and credibility of Company and Company Products, and shall engage in no activities that reflect adversely on Company or Products.
- C. Reseller will comply with all applicable laws in performance of Reseller's activities under this Agreement.

4. Scope and Limitations of Reseller's Authority. The Parties agree as follows with regards to the scope and limitations of Reseller's authority under this Agreement:

- A. Reseller has authority to solicit and accept orders on behalf of Reseller only.
- B. Reseller has no authority to bind Company to any agreements or sales orders not authorized by Company.
- C. Reseller shall adopt Company's price terms, credit terms, sales programs and other terms and conditions of sale governing transactions as specified on the Reseller Terms and Conditions webpage. Reseller shall have no authority to modify any such prices, credit terms, sales programs or other terms or conditions of sale without prior authorization from Company. Company shall have the right, at its sole discretion, to change any term contained on the Reseller Terms and Conditions webpage upon thirty (30) days written notice to Reseller. In any such instance, Company shall issue a new Exhibit B to Reseller reflecting such change, which shall, as of the effective date stated thereon, supersede the prior Exhibit B. Any Company Products processed by Reseller prior to or during the thirty (30) day notification period will be invoiced in accordance with the then-current price and conditions.
- D. Reseller at no time shall engage in any unfair trade practices with respect to Company or Products, and shall make no false or misleading representations with respect to Company or Products. Reseller shall refrain from communicating any information with respect to guarantees or warranties regarding Products, except such as are expressly authorized by Company or are set forth in Company's literature or other promotional materials.
- E. Reseller shall not use Company's tradenames or trademarks or any names closely resembling same as Part of Reseller's corporate or business name, or in any manner which Company, in its sole discretion, may consider misleading or otherwise objectionable.

(Reseller) Print name: _____

(Reseller) Signature: _____

Date: _____/_____/_____

5. **Reseller Product Purchases.** The Parties agree as follows with regards to the purchases of Company Products by Reseller under this Agreement:

- A. Reseller shall possess exclusive rights to sell the 2017-2018 NHE Fitness Advisor Credential Program.
- B. Reseller understands and agrees that all risk of loss including refunds, chargebacks and litigated/arbitrated settlements/agreements passes to Reseller with each sell of Company Products and Company Services by Reseller. Reseller understands and agrees that Company is not liable to Reseller for any loss of, damage to, or inability to sell Company Products and Company Services.

6. **Re-branding of Company Products.** The Parties agree as follows with regards to the re-branding of Company Products by Reseller under this Agreement:

- A. Reseller may not, under any circumstance, re-brand Company Products/Services by changing the name of the Company Products/Services and/or changing logos in Company Products/Services to match those of Reseller or any other individual, entity or organization.
- B. Reseller shall not remove, alter or make additions to any materials, products or service descriptions of Company, Company Products or Company Services.

7. **Ownership of Intellectual Property.** The Parties hereto agree that all intellectual property rights to Company Products and Company Services are solely vested in Company. Reseller shall make no claims to Company Products or Company Services, nor shall Reseller make any such claims in any ideas, modifications to products that result from Reseller's services pursuant to this Agreement.

8. **Support of Company Products.** The Parties agree as follows with regards to the support of Company Products under this Agreement:

- A. Company shall provide Reseller customers with all online NHE study materials. Furthermore, Company shall provide all Reseller customers all exam protocols, exam administration processes and exam grading.
- B. Reseller shall provide end user support for all Company Products and Company Services which Resellers sells with the exception on section 8-A.

9. **Employees and Contractors.** Reseller agrees that it will ensure that its employees and contractors (if applicable) performing services under this Agreement comply with this Agreement, including, but not limited to, having such employees sign documents assigning intellectual property rights to Company to the extent Reseller is required such rights to Company.

(Reseller) Print name: _____

(Reseller) Signature: _____

Date: _____/_____/_____

10. **Indemnification.** Reseller hereby agrees to indemnify Company for any liability that Company may incur as a result of Reseller's breach of this Agreement. The terms of this Section shall survive the termination and/or expiration of this Agreement. Reseller's obligations pursuant to this section shall survive the termination/expiration of this Agreement.

11. **Taxes.** Reseller shall be responsible for payments relating to all sales, use, and excise taxes relating to Reseller's sales under this Agreement.

12. **Limitation of Liability and Exclusion of Certain Remedies.** In no event shall Company be liable to Reseller or Reseller's customers for consequential, special, incidental, or punitive damages (including, but not limited to, legal costs and fees) from any claim asserted against Company or by any third Party through any Party to this Agreement. The terms and provisions of this section shall survive the termination and/or expiration of this Agreement.

13. **Confidentiality.** During the period in which Reseller is selling products and services related to Company and indefinitely thereafter, Reseller shall keep secret and retain in strictest confidence, and shall not, without the prior consent of Company, furnish, make available or disclose to any third Party or use for the benefit of itself (except as necessary to fulfill the purposes of this Agreement and/or a Services Schedule(s) attached hereto) or any third Party, any Confidential Information of Company. As used herein, "Confidential Information" shall mean any information relating to business or affairs of Company, including but not limited to; Company, Product, Work Product, information relating to financial statements, business strategies and plans, customer identities, customer accounts, potential customers, employees, suppliers, servicing methods, equipment, programs, style and design strategies and information, analyses, profit margins, or other proprietary information used by Company in connection with its business. If Reseller is an entity, it will make sure that the Confidential Information is disclosed only to those of its employees whose functions require that they obtain access to the Confidential Information to carry out the purpose of this Agreement, that have been informed of the confidential nature and obligations of Reseller with respect to the Confidential Information and who are subject to a general written agreement committing such employees to conduct that would not violate Reseller's obligations listed in this Section with respect to such Confidential Information if such conduct was committed by Reseller. Reseller's obligations pursuant to this section shall survive the termination of this Agreement.

14. **Termination.** Notwithstanding anything to the contrary in this Agreement or any Exhibits, Company may terminate this Agreement and related Exhibits without any obligation, upon thirty (30) days' notice via e-mail, facsimile or hand delivery. Upon such notice of termination, Reseller shall immediately surrender all Confidential Information ("Termination Obligations") and certify to Company, in writing, that it has performed its Termination Obligations. Reseller's obligations pursuant to this Section shall survive the termination/expiration of this Agreement and any/all Services Schedules.

(Reseller) Print name: _____

(Reseller) Signature: _____

Date: _____/_____/_____

15. **No Other Relationship or Interest.** The Parties agree that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to, employer/employee relationship, license, title, guarantee of work, or right to use any Confidential Information, except as specified by this Agreement.

16. **Limitations on Assignment.** Reseller may not assign, transfer or sell all or any of its rights under this Agreement or delegate all or any of its obligations hereunder, without the prior written consent of Company. Company may assign this Agreement to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

17. **General.** This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Reseller. No alteration or modification of this Agreement or any Exhibits shall be valid. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized representative of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

(Reseller) Print name: _____

(Reseller) Signature: _____

Date: _____/_____/_____

(Company): NHE (National Health Educators)

Fax all (5) pages to NHE: Main Fax Server (949) 272-2385, Alternate Fax Server: (949) 334-1374

You may also email a scanned version to: exam@fitness.occoxmail.com or exam@nhe-global.com

NHE, 26895 Aliso Creek Road B58, Aliso Viejo CA 92656
1-800-519-0392, www.nhefitness.com

