

## **THE HEALTHY EDGE LLC**

### **Annual User License & Terms of Participation**

THIS AGREEMENT entered into this (sign up date) day of (sign up month), by and between The Healthy Edge LLC, ("THE") a Washington State limited liability company, and (name), a (state) State resident and business owner ("Coach").

A. **WHEREAS**, THE has developed a range of proprietary systems, methods, products and technologies for the purpose of educating individuals on health, nutrition, lifestyle and other related topics;

B. **WHEREAS**, THE is desirous of forming a relationship with Coach whereby the Coach is licensed to resell THE programs and products to qualified customers of that Coach.

**NOW, THEREFORE**, upon conditions contained herein, the parties hereby agree as follows:

#### **1. Licensing of THE Systems, Methods and Technologies:**

a) Coach agrees to purchase a THE annual user license that is in effect from (sign up date), 2018 through (one year from sign up date), 2019. The 2018 annual user license is available in three packages:

- Annual Package A: Basic Kit User License at the annual fee of \$500 when paid in full or an automatic withdrawal from an authorized credit or debit card of 2 payments every 6 months of \$300 or 12 monthly payments of \$60.
- Annual Package B: Growth Kit User License at the annual fee of \$900 when paid in full or an automatic withdrawal from an authorized credit or debit card of 2 payments every 6 months of \$540 or 12 monthly payments of \$100.
- Annual Package C: All Access Kit User License at the annual fee of \$1200 when paid in full or an automatic withdrawal from an authorized credit or debit card of 2 payments every 6 months of \$720 or 12 monthly payments of \$130.

b) The billing cycle of any recurring user license payments (6 or 12 month options) will occur on the (sign up date) of the month.

c) THE will provide all items to Coach per annual user license purchased and as listed in EXHIBIT A.

d) Coach agrees that she, he, it will conduct themselves in a manner consistent with generally accepted business standards, ethics and integrity. Coach agrees to conduct business in a manner which reflects favorably at all times on the products, services, goodwill and reputation of THE; to avoid deceptive, misleading or unethical practices which are or might be detrimental to THE or its products or services; to avoid misrepresenting its relationship to THE; and to refrain from making any representations, warranties, or guarantees to customers of Coach that are inconsistent with the policies established by THE. THE may, in its sole and absolute discretion, determine whether the services Coach provides under or in connection with the sale of products comply with THE's standards.

- e) To the extent Coach offers the THE products and systems at any of its locations, Coach hereby represents and warrants that all persons responsible for coaching others through such products and systems shall be certified in accordance with THE's Coach Certification and maintain a valid and separate User License Agreement.
- f) Coach confirms that she, he, it is aware that results cannot be guaranteed. Coach enters into this agreement with the understanding that he, she, it is 100% responsible for its own results and holds THE free of all liability and responsibility for any actions or results or adverse situations created as a direct or indirect result of implementing THE systems, methods and technologies.
- g) Coach, in the process of providing their own leads and contacting those leads, can design and sell their own product and service packages and negotiate their own prices.
- h) Coach hereby acknowledges that the systems, methods, products and technologies developed by THE, including but not limited to the systems, methods, products and technologies inherent in The Healthy Edge Course, the Getting Started Right Guide, the Wellness Tracker, The Healthy Edge recipes, The Healthy Edge online resource library contents, The Healthy Edge Cookbook, the Healthy Edge Health Series, the Healthy Edge Coach Certification Program, and more are confidential in nature and constitute trade secrets belonging to THE. Said trade secrets include but are not limited to, the mode of operation, technical information, forms, training materials, operating manuals, visual aids, marketing and promotional videos and audios, terminology, diagrams, and the like. Coach agrees that both during and after the term of this Agreement, it will not reveal any of such trade secrets to any other person or entity and that it will not use any of such trade secrets in connection with any business or venture in which it has any direct or indirect interest whether as proprietor, partner, joint venture, shareholder, officer, director, employee or any other capacity whatsoever, other than under the terms and conditions of this Agreement.
- i) Coach hereby agrees that she, he or it will use the systems, methods, products and technologies developed by THE only with "authorized individuals". An "authorized individual" is any person or organization that purchases directly or indirectly a Healthy Edge Participant Credit, is a Healthy Edge Community Member Subscriber, or in some cases, is being marketed to purchase a Membership Credit. Refer to Exhibit B for guidelines.
- j) THE hereby grants licensed Coach permission to provide textual and graphical hyperlinks from Coach's Website and Social Media to all pages within THE website. Neither party shall be liable to the other party for the content of its Website or Social Media or links on its Website or Social Media to the other Website or Social Media. Coach acknowledges that THE may terminate this permission, or request the removal of specific hyperlinks and THE content, at any time with or without cause by giving notice to Coach. Coach must remove the specific hyperlinks and THE content within fifteen (15) days of receiving such notice.
- k) THE hereby agrees to permit the use of the name and logo "The Healthy Edge" to the licensed Coach for the purpose of marketing and delivery of said services.
- l) Coach may not represent self or its business as The Healthy Edge LLC or an employee, independent contractor, or representative of The Healthy Edge LLC. Coach may not use any form of the term "Healthy Edge" as part of its email address, web address, social media sites or business name.

- m) Coach shall not remove any proprietary, confidential and copyright legend from the materials originally delivered to Coach or impair their legibility and shall treat the materials as confidential information which is proprietary to THE.
- n) Coach agrees to take all reasonable precautions to protect all materials provided to it pursuant to this agreement against examination, disclosure, copying, modification, augmentations, adaptation, emulations, tampering, or any other breach of confidentiality, loss or damage.
- o) Coach operates in a non-exclusive manner and is not assigned to a sales territory.
- p) Coach may customize their personal THE web (landing) page. Web page is provided “as-is” including language, content and media. Coach is responsible for costs incurred to update or customize personal web page. Instructions are provided as to editing the web page.

## **2. Costs and Consideration:**

Coach is responsible for all expenses required to operate its business. This includes but is not limited to: THE Participant Credits, marketing, advertising, utilities, travel, meeting space, supplies, insurance, and so on. Coach is not required to pay THE a portion of its revenue collected from the sale of any Coach’s programs.

## **3. Duration of Agreement:**

The parties hereto contemplate that this Agreement shall be considered a firm commitment on the part of the parties hereto for a period commencing on (sign up date) 2018 and ending (one year from sign up date), 2019 at which time the Coach will have the opportunity to renew the user license for an additional 12 months. THE will send a renewal notice 30 days before the annual user license expires.

## **4. Status of Coach:**

It is the agreement of the parties that the Coach is truly independent of any control or supervision by THE and any of its agents or employees. Nor shall this agreement be construed as creating a partnership, venture alliance or any other similar relationship. The Coach shall not be considered an employee of THE for any purpose whatsoever. In the event that any agency of any government determines that the Coach is instead an employee rather than a Coach, then the Coach agrees to indemnify THE, its agents, employees or assigns.

## **5. Referral Reward:**

THE will offer each licensed Coach a reward of 1 Participant Credit (valued at \$150) for each referral directed to Healthy Edge corporate via email, phone or other method and becomes a Healthy Edge Coach in 2018. This credit will be automatically deposited to Coach account upon the complete payment of said referral’s Coach Certification Kit. There is no limit to the number of referrals Coach can submit. THE will offer a 10% commission check to the Coach on any certification package sold directly to an individual from the website:

[www.healthcoachingsystems.com](http://www.healthcoachingsystems.com).

## **5. Not a Substitute for Medical Advice:**

The information provided in THE products, services, website, blog, conference calls, webinars, documents, audios, and videos is not intended to be a substitute for professional medical advice. THE provides training, educational, coaching and learning opportunities for Coach and its clients. Coach and its clients are advised to seek the advice of a medical or mental health provider, dietician or other health care provider prior to starting or making a change in diet, exercise, lifestyle, medications or nutritional supplementation. Coach may not make health claims related to THE products or services at any time and in any form.

**6. Not a Substitute for Business Advice:**

The user license is in no way to be construed as business coaching, counseling or providing any type of financial, legal or expert advice. Coach is advised to seek out financial, business or legal counsel regarding any specifics to its particular state/local/country laws and regulations.

**7. Audio/Visual/Social Media Release:**

Coach agrees that THE has the right and permission to use recordings, photographs and comments should they include or not include Coach's name, likeness, voice, testimonial, comments or photograph for marketing, advertising or any other purpose in any media or format, online and or offline, now or hereafter without compensation, permission or notification to the Coach. Coach and THE understands and agrees that all photographs, testimonies, comments from social media (such as Facebook, Blogs, Twitter, etc) and other sources and recordings related to THE's programs, and are said clients of Coaches, have shared rights by Coach and THE. Coach does not ask for or expect compensation for the use of these items in what Coach appears or speaks. THE and Coach share the rights of any audio, video and or photographs captured while a coach.

**8. Holds Harmless and Indemnity Agreement:**

Coach and its principal shareholder in the event that the Coach is organized as a corporation, hereby agree(s) to defend, indemnify, and hold harmless THE and any of its respective officers, directors, employees, agents, contractors and assigns against and in respect of any and all loss, liability, lien, damage, costs and expenses, including attorneys fees incurred or resulting from any liability incurred as a consequence of the actions or omissions on part of Coach.

**9. Miscellaneous:**

a) **Notices:** Except as otherwise expressly provided, all notices, consents, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, electronically or if mailed with first class postage or if by certified mail, return receipt requested, addressed as follows:

If to THE:

The Healthy Edge LLC  
6716 Eastside Dr. NE  
Suite 1 #145  
Tacoma, WA 98422

If to Coach:

Name

Address

City, ST ZIP

b) **Applicable Law: Dispute Resolution:** Any dispute between the parties arising from or relating to this Agreement shall be the subject of a meeting between the parties to negotiate the resolution of such dispute. If within fourteen (14) days after the meeting the parties have not succeeded in negotiating a resolution, the parties agree to submit the dispute to mediation and to bear equally the costs of mediation. The parties shall have fourteen (14) days from the conclusion of the negotiation period within which to agree upon a mutually acceptable mediator. If no mediator has been selected within that time period, the parties agree to request the American Arbitration Association to appoint a mediator with qualifications as specified by the parties. The parties agree to participate in good faith in the mediation for a period of thirty (30) days. If the mediation is not successful, the parties agree that such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Seattle, Washington at a site selected by the American Arbitration Act and the substantive law regarding the application, implementation, interpretation and enforcement of the rights to arbitration set forth in this section. The award of the Arbitrator shall be final and binding upon the parties hereto.

c) **Entire Agreement:** This agreement, together with any exhibits referred to herein, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this agreement by any representations or promises not specifically stated herein.

d) **Termination:** This agreement may be terminated by either party at any time on seven (7) day's written notice to THE Support at Support@getthehealthyedge.com, provided, however, that the Holds Harmless and Indemnity provisions of this Agreement shall survive any such termination. Termination is defined as Coach declining to purchase an annual user license, lapse of payment, direct cancellation by Coach or cancellation by THE due to any or all of the items stipulated in this agreement. Should payment lapse, THE will send two notices within 30 days. After 30 days delinquent, Coach account and user license will be terminated. Termination of this agreement constitutes termination of participation in The Healthy Edge. Once Coach's account has been terminated, Coach will:

- 1) Immediately lose access to Coach Back Office (or Coach Training Site if the Coach Back Office is not yet operational), Healthy Edge Community and Healthy Edge BIZ School Facebook groups.
- 2) Lose all Participant Credits in Coach account. These Participant Credits cannot be sold to another Healthy Edge Coach and are non-transferrable.
- 3) Not receive a refund for any paid but unused portion of annual user license package fee. If Coach is on a half-year or monthly payment plan, Coach will not be charged for any

remaining months beyond the date of the account closure. Coach will be charged an early termination fee equivalent to 1 month's user license fee for that specific package.

- 4) Be charged a setup fee of \$199 to reactivate her, his, its account should Coach decide to return as a Healthy Edge Coach. Any unused Participant Credits or other benefits at the time of account closure will not be reinstated to Coach's account.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day, month and year first written above within.

The Healthy Edge LLC:

Name:

By: Amber Thiel

\_\_\_\_\_

By: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

## **EXHIBIT A**

### **The Healthy Edge Annual User License Packages**

**PACKAGE A:** The Basic Kit user license is permission for 1 year to:

- access, use, purchase and resell The Healthy Edge 8-Course Program
- access the online Coach Back Office
- use the basic Healthy Edge marketing kit (Healthy Edge logo, poster/brochure/rack card files)
- use The Healthy Edge 8-Course Program Coach Guides and basic forms
- access the Coach Certification Modules
- access the private online coach forum

- access and sell the private online Healthy Edge Community
- access and promote the 7-Day Free Trial
- purchase other Healthy Edge programs to use and resell a la carte
- access to monthly training/business development video from CEO, Amber Thiel
- attend 4-Day Coaching & Business Development Workshop for \$800

\$500 paid in full or 2 payments every 6 months of \$300 or 12 monthly of \$60.

**PACKAGE B:** The Growth Kit user license is permission for 1 year to:

- use everything in the Basic Kit
- PLUS
- use Healthy Edge Coach personalized web page
- use and resell Healthy on the Go Series
- use and resell Gut Health Series
- use and resell Party in a Blender Series
- use Holiday Cookbook Media Kit
- use 24 Healthy Edge recipes (PDF format and downloadable link)
- use Introductory Presentation Media Kit (emails, presentation slide deck, video, images, posts)
- use and resell these Health Series to Healthy Edge graduates: Emotional Eating Series, Body Shock, Raging Hormones, Power Up Calls
- purchase other Healthy Edge programs to use and resell a la carte
- attend 4-Day Coaching & Business Development Workshop for \$400

\$900 paid in full or 2 payments every 6 months of \$540 or 12 monthly payments of \$100.

**PACKAGE C:** The All Access Kit user license is permission for 1 year to:

- use everything in the Growth Kit
- PLUS
- purchase The Healthy Edge 8-Course Participant Credits at 25% off the listed coach price
- use four (4) quarterly 10-Day Challenge Kits
- use these marketing campaigns: Summer Shed, Total Body Makeover, Set Me Free
- attend 4-Day Coaching & Business Development Workshop
- use and or resell any other NEW items announced during your annual user license period.

\$1200 paid in full or 2 payments every 6 months of \$720 or 12 monthly of \$130.

## **EXHIBIT B**

### **The Healthy Edge Marketing and Materials Use Guidelines**

A. Coach is permitted to gift or resell the following Healthy Edge copyrighted health series for the period while a licensed Healthy Edge Coach to those clients Coach has purchased and transferred a Healthy Edge Participant Credit (current or graduates) and are currently Community Members.

- The Healthy Edge 8-Course Program
- Emotional Eating Series
- Body Shock Series
- Raging Hormones
- Power Up Calls



- The Healthy Edge Total Body Makeover
- Gut Health
- Party in a Blender
- Designed to Thrive
- 10-Day Challenges
- Holiday Cookbook
- Healthy on the Go
- Amber's Monthly Group Calls

B. Coach is permitted to gift or resell the following Healthy Edge copyrighted programs to Coach's leads for the period while a licensed Healthy Edge Coach:

- Party in a Blender
- Designed to Thrive
- 10-Day Challenges
- Holiday Cookbook
- Healthy on the Go
- Gut Health
- 7-Day Free Trial

C. Coach is permitted to purchase from THE and gift or resell the following Healthy Edge copyrighted materials as stand alone products for the period while a licensed Healthy Edge Coach:

- The Healthy Edge Cookbook
- The Healthy Edge Holiday Cookbook
- The Healthy Edge Community Membership
- The Healthy Edge Logo Items: Apparel, Water Bottle, Cooler
- The Healthy Edge Wellness Tracker

D. Coach is permitted to share all posts, images, videos and messages that are located on:

- The Healthy Edge Facebook fan page
- The Healthy Edge website
- Amber Thiel's personal Facebook page
- The Healthy Edge blog

E. Coach is not permitted to share posts, images, videos and messages that are located on:

- The Healthy Edge BIZ School Facebook group
- The Healthy Edge Community Facebook group
- Challenge Facebook groups
- Community Member and Coach newsletters