



LIFESTYLE
MEDICINE
INSTITUTE

COMMCORP – Standard CHIP Facilitator Certification & Licensing Agreement (SCFCLA)

Welcome to the CHIP Program. This Facilitator Certification and License Agreement (“Agreement”) is entered into on _____ (the “Effective Date”) by and between:

Name: _____ (“you”) Organization: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Email: _____ Telephone: _____

and

Lifestyle Medicine Institute LLC (“we,” “us” or “LMI”)
1200 California St., Suite 250, Redlands, CA 92374

We are pleased that you have decided to become a CHIP Facilitator. All CHIP Facilitators must be certified by us before hosting or leading any CHIP program sessions for others. The terms below describe how to obtain certification and what is required and expected of you as a CHIP Facilitator, so please read them carefully. If you have any questions or comments, please feel free to contact us at:

- LMI North America – office@chiphealth.com TEL + 1 909 796 7676. www.CHIPhealth.com
- LMI Australia – info@chiphealth.org.au TEL +61 4348 7777 www.CHIPhealth.com
- LMI New Zealand – info@chip.co.nz TEL + 64 9 250 1770 www.CHIPhealth.com
- All Other Countries – office@chiphealth.com TEL + 1 909 796 7676. www.CHIPhealth.com

TERMS AND CONDITIONS

1. DURATION OF AGREEMENT:

This Agreement will last for an initial period beginning with the Effective Date and expiring three (3) years thereafter (“Term”) unless terminated earlier as set forth below. Renewal specifics appear below.

2. YOUR CHANNEL:

Your rights to act as a CHIP Facilitator and to promote, market and facilitate CHIP sessions (and use and distribute the related CHIP materials) under this Agreement are limited only to the channel designated below (select all that apply) (the “Designated Channel”):

Community Channel (CHIP Programs run for the community at large and held in public venues, such as community halls, religious institutions, or schools);

Corporate Channel (CHIP Programs run for an exclusive audience of employees/consultants of a particular company or organizations).

Medical Channel- Health Credentials: _____

- 3. BECOMING CERTIFIED:** To obtain a CHIP certification, you must, within one (1) year of the Effective Date, market, promote and facilitate a CHIP program (“CHIP Program”) session that has at least ten (10) individual participants within your Designated Channel. After the session occurs, you must provide us with notice of fulfillment of this obligation and the names of the participants, which you acknowledge LMI may confirm through review and verification of other CHIP related materials or activity. Upon successful completion of the initial CHIP Program with at least ten (10) individual participants in your Designated Channel, you may be deemed a “certified” CHIP session facilitator (“Facilitator”) for the Term of this Agreement. Nevertheless, we will determine in our sole discretion whether you have met the requirements of this paragraph and are entitled to terminate your involvement or access to CHIP materials if you have not. Your certification will end when the Agreement is terminated or expires.
- 4. FULFILLING YOUR FACILITATOR REQUIREMENTS:** After obtaining your certification, you are expected to market, promote and facilitate the CHIP Program during the Term of this Agreement. In particular, during the Term you must:
- a. comply with the LMI Facilitator Manual and related guidelines for conducting the CHIP Program;
 - b. promote, market and facilitate at least three (3) CHIP sessions that have at least ten (10) participants each within your Designated Channel (in addition to the session described in Paragraph 3, above) during the initial three-year Term; and
 - c. produce a total of no less than fifty (50) graduates over the initial three-year Term;
 - d. collect from each participant the retail price minimum for the CHIP Program (you can find all then-current pricing information on the “Facilitator” portion of the CHIP website at www.chiphealth.com; with any failure to follow such pricing policy grounds for termination by LMI of the appointment and CHIP materials licenses herein);
 - e. provide each participant at least one (1) CHIP Kit, which have been procured from LMI as it directs; and
 - f. complete the necessary online registration forms or e-learning modules, namely, reviewing and completing the online educational materials required for maintenance of your certification status as a CHIP Facilitator (as may be revised from time to time).

5. YOUR RESPONSIBILITIES AS FACILITATOR:

Throughout the Term, you are expected to do (and are solely responsible for) the following:

- a. recruit your own CHIP Program participants;
- b. find an appropriate location in which to hold your CHIP sessions (subject to any LMI requirements for allowable facilities for Designated Channels) and secure any necessary permissions or approvals (and provide LMI with verification of such permissions or approvals upon request);
- c. use your own resources and supplies to fulfill your CHIP obligations, including your own transportation, internet service, computer, paper and pens;
- d. actively promote the CHIP Program by, for example, copying and distributing advertisements, brochures, hand-outs, etc. that we provide you, as set forth in this Agreement;
- e. procure or confirm professional and liability insurance in amounts and with coverage commensurate with the requirements for a Facilitator and the obligations you will undertake hereunder;
- f. comply with any applicable laws and seek your own legal counsel as necessary to achieve such compliance, including, without limitation, with respect to your tax responsibility, actual retail pricing, cost or expense reimbursement from third parties, and financial record keeping;
- g. conduct yourself in a manner consistent with the high standard of care and professionalism consistent with the CHIP image and brand name and LMI's goodwill;
- h. make an effort to market and sell CHIP Kits to your CHIP Program participants; and
- i. obtain any other objects or resources you believe are reasonably required for you to successfully promote, market and facilitate the CHIP Program.

You are solely responsible and liable for completing these tasks as necessary to conduct a successful CHIP Program.

6. MARKETING MATERIALS:

We will provide you with access to certain promotional and marketing materials for the CHIP Program containing CHIP trademarks, logos or proprietary or copyright protected information, such as brochures, flyers, blast e-mails, posters, radio advertisement scripts, etc. ("CHIP Marketing Materials"), primarily through the LMI website at <http://www.chiphealth.com> or such other address identified by LMI. Any pricing requirements for these CHIP Marketing Materials shall primarily appear online. Those CHIP Marketing Materials are the only marketing or promotional materials that you may use to promote the CHIP Program and you must use them in the exact form and format as provided; you cannot alter, modify, translate, or create any derivative work of them (or any part thereof) without our express written permission. You may not create your own marketing or promotional materials. Any customization requests must be directed to LMI and are subject to LMI's sole discretion.

- 7. RESTRICTIONS (THINGS YOU ARE NOT PERMITTED TO DO):** Except as otherwise expressly permitted in this Agreement, you may not: (i) use for any other purpose, alter, modify, translate, or create any derivative work of the CHIP Marketing Materials (or any part thereof); (ii) erase or remove any proprietary or intellectual property notice contained in or on the CHIP Marketing Materials; (iii) create any marketing materials of your own that promote or market the CHIP Program; or (iv) act as a CHIP Facilitator in any channels, community or market other than your Designated Channel. Doing any of the things listed in this paragraph is grounds for immediate termination of this Agreement and revocation of your certification and status as a Facilitator.
- 8. ORDERING CHIP KITS:** Upon their enrollment in the CHIP Program, you must provide to each participant, or confirm that each participant has, a single CHIP Kit. You must order the appropriate number of CHIP Kits solely from us using the order form we provide or through the CHIP website at www.chiphealth.com. When permitted by LMI, you may also direct each participant to enroll online at the CHIP website. CHIP Kits may be ordered in groups or on an individual basis (subject to any further limits imposed by LMI on its order form or at the CHIP website). When a participant enrolls online, LMI may make delivery directly to the participant. But, you are solely responsible for payment of all amounts to LMI and for collection of the appropriate amounts from participants (unless a participant orders directly from LMI through the CHIP website). You acknowledge and agree that LMI is not required to make delivery of any CHIP kit until it receives full payment, and that you are also solely responsible for distribution of all CHIP kits sent to your designated address. Although there are fees for training and certification, LMI's pricing for Facilitators is related only to the provision of the CHIP Kits.
- 9. LICENSE GRANT:** In order for you to obtain certification (as described in Paragraph 3), we grant you a limited, nonexclusive, nontransferable license to use, reproduce and distribute the CHIP Marketing Materials solely as set forth in this Agreement to market, promote and facilitate *a single CHIP Program session* that has at least ten (10) participants within the Designated Channel. After you obtain certification, the license described above automatically converts into a limited, nonexclusive, nontransferable license to use, reproduce and distribute the CHIP Marketing Materials during the Term solely as set forth in this Agreement to market, promote and facilitate an *unlimited number of CHIP Program sessions* within the Designated Channel. This license will end upon any breach of this Agreement.
- 10. PROPRIETARY RIGHTS:** The CHIP Marketing Materials, including all trademarks, logos, design, text, graphics, image and other components of the CHIP Marketing Materials, are owned, controlled, or licensed by us or our licensors. The terms of this Agreement do not grant you or anyone else any ownership or intellectual property interest or title in or to any component of the CHIP Marketing Materials. Accordingly, your unauthorized use thereof may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes.
- 11. RENEWAL AND TERMINATION:** At the end of an initial three-year Term, this Agreement will automatically renew for successive two (2) year terms upon your payment of the then-current renewal fee, as long as you have satisfied the requirements of Paragraph 3 (for any maintenance of certification) and Paragraph 4, and you have not otherwise breached this Agreement. You may seek renewal upon

LMI's approval if you have not satisfied the requirements of Paragraphs 3 and 4 and undertake activities specified by LMI. We may terminate this Agreement at any time if you, in our reasonable discretion, violate any term or condition of this Agreement, fail to meet the requirements for certification, or otherwise conduct yourself in a manner that damages or may damage the goodwill associated with LMI or the CHIP Program and its materials. You may terminate this Agreement at any time by providing notice to us of your desire to terminate. In the event of termination or expiration of this Agreement, you must immediately destroy or return to us all CHIP Marketing Materials and CHIP Kits in your possession and you will not be entitled to any refund or compensation for any used or unsold items.

**12. NO MEDICAL
AUTHORITY:**

Certification as a CHIP Facilitator authorizes you to facilitate CHIP Programs. It does not qualify you to act as a medical or health professional of any kind, to give medical or health advice or diagnoses or otherwise hold yourself out as a provider of medical or health services. You covenant and agree that, in the carrying out of your rights and obligations under this Agreement, unless acting under the authority of a separate valid medical license, you will not purport to provide medical or health advice or diagnoses or hold yourself out as a provider of medical or health services. Consistent with the license grant, you have no right to make any statements about the CHIP program beyond what is set forth in the materials provided by LMI, including, without limitation, making any promise of disease prevention, arrest, or reversal. You are required to procure the participant clinical blood draws from a certificated and licensed provider.

**13. LIMITATION OF
LIABILITY:**

You acknowledge and agree that we are not and will not be liable or responsible for any claim, damage, or loss resulting from a cause beyond our control, including, but not limited to, any claim, damage or loss caused by or arising from your role as Facilitator, including from: (i) materials created by you (in violation of the terms of this Agreement) for purposes of marketing or promoting the CHIP Program; (ii) statements made by you in the course of marketing, promoting or facilitating the CHIP Program; (iii) your negligence or willful misconduct; (iv) any unsafe condition existing at the location where you market, promote or facilitate the CHIP Program; or (v) the preparation, storage or service of food at or while promoting the CHIP Program.

14. GOVERNING LAW:

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of Delaware, U.S.A., as applied to agreements entered into and completely performed in the State of Delaware. You hereby consent to exclusive and personal jurisdiction and venue in the state or local courts in the State of California.

15. MISCELLANEOUS:

The relationship between you and us is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint ventures, or employer and employee. You may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein. LMI may assign, transfer, or delegate its responsibilities to an affiliate, agent, or contractor. Failure by us to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

You:

LMI/We/Us:

Lifestyle Medicine Institute LLC

Signature: _____

By: _____

Print Name: _____

Title: Vice President of North America

Dated: _____

Dated: _____

Mail signed copy to:
Lifestyle Medicine Institute, LLC
1200 California St. Suite 250
Redlands, CA 92374

E-mail to: office@chiphealth.com