

NUTRITION & HEALTH EDUCATOR, INC.
DBA Nutrigenesis Approach
Independent Sales Representative Agreement Addendum

1. NUTRITION & HEALTH EDUCATOR, INC. DBA Nutrigenesis Approach hereafter “**NHEI**”, maker of **Nutrigenesis Approach**® brand products, (feature products: **Acidgone**® and **Lean-N-Clean**®) plus other dietary supplements, is a direct selling company with distribution channels through domestic and international retail distributors.. The goal of NHEI is to help people achieve optimal health and beauty from inside out through education and natural products without stimulants or synthetic chemicals/drugs.

2. SALE REPRESENTATIVE: NHEI Independent Sales Representative, also known as **Nutrigenesis Approach** Independent Sales Representative, (called Independent Sales Representative hereafter) is an individual who sells **Nutrigenesis Approach** products to businesses and/or individuals, has completed a “Independent Sales Representative Application and Agreement” and has been accepted by the NHEI as a Independent Sales Representative. NHEI reserves the right to accept or reject anyone as a Independent Sales Representative.

3. LEGALITY/AGE: A Independent Sales Representative must be at least 18 years of age or the legal age of consent for the State in which the Independent Sales Representative resides.

4. INDEPENDENT CONTRACTOR: A Independent Sales Representative is an independent contractor and is not to be considered an agent or employee of **NHEI**. He/she is free to set his/her own working hours. Independent Sales Representative is compensated strictly by commission as stated below in this Addendum, without base pay. The 1099 Misc Form for income tax filing for earnings over US \$600 for the fiscal year will be issued to Independent Sales Representative. Independent Sales Representative is responsible for paying local, state and federal income taxes on commission stated on the 1099 Misc Form. Independent Sales Representative has no authorities to bind NHEI to any contracts or obligations.

5. COMMISSION SCHEDULE: Independent Sales Representative will be compensated by commissions as follows:

15% of total sales, new or repeat orders (not including shipping and handling charge) for Nutrigenesis Approach products: **Acidgone**® or **Lean-N-Clean**® and other Nutrigenesis Approach dietary supplements sold to business distributors at wholesale prices or to final user customers at retail prices.

Independent Sales Representative is not required to carry any inventory. Independent Sales Representative may submit their customer's orders or have customers submit their own orders directly and have NHEI products shipped to them directly. Orders submitted by Independent Sales Representative on behalf of his/her business accounts/individual customers may not be shipped to Sales Representative's residence.

Commissions will be paid on a monthly basis. All sales must be completed before commissions are calculated from those sales. Commissions paid on products which are returned for credit or on uncollectible sales will be debited from marketing agent's commission account. Commission checks are mailed out in the first or second week of the month for completed sales from previous month.

6. KNOWLEDGE/EDUCATION/TRAINING: Independent Sales Representatives must take initiative to learn about the Nutrigenesis Approach theory and be knowledgeable about all Nutrigenesis Approach products by reading the Nutrigenesis Approach Program Manual, all the information in www.nutrigenesis.com and/or receiving training by participating in selling in tradeshows which take place at different times in various major cities in United States. If Independent Sales Representative is interested in getting training at tradeshows, she/he should contact Nutrigenesis Approach by calling **1-800-901-LEAN (5326)**. Compensation at tradeshow will be determined based on individual cases. Tradeshow events Nutrigenesis Approach is participating in are usually posted on website several months in advance.

Independent Sales Representatives should also have personal experience with the use of Nutrigenesis Approach products. Positive personal experience with the use of Nutrigenesis Approach products will assist Sales Reps in promotion of product line.

7. SALE REPRESENTATIVE'S PRIVILEGE: An active Independent Sales Representative (defined as one who creates at least one new business account or new customer) per month is authorized to purchase Nutrigenesis Approach brand products plus other dietary supplements with 15% discount for his/her own use.

8. SALE REPRESENTATIVE'S RESPONSIBILITIES: Independent Sales Representatives should follow up with their customers as much as possible. Customer feedback may be mailed to NHEI Home Office or e-mailed to: CustomerService@nutrigenesis.com.

Independent Sales Representatives are fully responsible for all of their verbal and written statements made regarding the product(s) and marketing program which are not expressly contained in writing in the current marketing marketing/promotional materials supplied directly by NHEI. Independent Sales Representatives agree to indemnify NHEI and hold NHEI harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by NHEI as a result of Independent Sales Representatives' unauthorized representations.

9. COMPANY NAME, TRADEMARKS, LOGOS AND ADVERTISING: "Nutrition & Health Educator Inc." (Also known as "NHEI"), **Nutrigenesis Approach**[®], **Acidgone**[®] or **Lean-N-Clean**[®] and other trade names adopted by NHEI in the future are proprietary trade names and trademarks of NHEI. These marks are of great value to NHEI and are supplied to our Independent Sales Representatives for their use only in an expressly authorized manner. Independent Sales Representatives agree not to advertise or promote NHEI products or programs in any way other than the advertising and promotional materials made available to marketing agent by NHEI. Any material, which has not been copyrighted and supplied by NHEI, must be pre-approved by NHEI before being disseminated, published or displayed.

Independent Sales Representatives are prohibited from advertising using "**Pay-Per-Click**" method provided by any Internet search engines for any of our trademarks: nutrigenesis.com, acidgone.com, leannclean.com, **nutrigenesis approach**, **nutrigenesis**, **Lean-N-Clean**, **lean n clean**, **acidgone** and any mis-spelled versions or any other variation of our trademark names. Independent Sales Representatives are free to advertise at their own expense any terms or key words related to the health conditions **Nutrigenesis Approach** products are intended for in order to obtain sales for **Nutrigenesis Approach** products.

NHEI will not permit the use of its copyrights, designs, logos, trade names, trademarks etc. without *prior written permission* by NHEI Home Office.

All NHEI materials, whether printed, on film, or produced by sound recording, are copyrighted and may not be reproduced by distributors or any other person except as authorized by NHEI. The exceptions to this are the product price list/order forms, and customer survey, which are designed for customers' own use. These forms may be copied or faxed. Information from the web site of **Nutrigenesis Approach** (www.nutrigenesis.com, www.leanNclean.com or www.acidgone.com) may be downloaded or printed for customer education purposes and not for monetary gain.

Independent Sales Representatives *may not* (1) purchase, sell or distribute non-NHEI materials which imply or suggest that said materials originate from NHEI; (2) produce, sell, or distribute literature, films or sound recordings or any other media which are similar in nature to those produced, published and provided by NHEI for Independent Sales Representatives.

Independent Sales Representatives may not make any claim as to the therapeutic or curative properties of ingredients in the **Nutrigenesis Approach** brand of products except those approved in writing by NHEI based on official literature references. Under no circumstance should a **Independent Sales Representative** suggest replacement of proper medical care by licensed health care practitioners with **Nutrigenesis Approach** brand products and/or other products sold by NHEI. **Independent Sales Representatives** agree to make no false or fraudulent representations about NHEI, the products and/or income potentials.

10. LEGAL REPRESENTATION: Independent Sales Representatives may not represent themselves as health practitioners unless they are licensed as such. Customers who purchase **Nutrigenesis Approach** brand products must be informed that if they decide to self manage their health issues, they must have proper medical diagnosis. If they decide to stop using prescription medications prescribed by their doctors for their health conditions, it is their personal choices, not the choice of NHEI employees, executives, owners, Independent Sales Representatives, or any other representative of NHEI.

11. RETURN POLICY: See attachment.

12. GUARANTEE: Nutrition, herb and drug information is constantly evolving because of ongoing research and clinical experience and is often subject to interpretation. The information and recommendations by **Nutrigenesis Approach** are based on information found in medical, herbal and nutrition literature and the formulator's personal experience. While the information and recommendations by **Nutrigenesis Approach** may be appropriate in most cases, they are not specific to individuals and their particular circumstances. They are not meant to replace medical treatments by a medical professional or qualified practitioner when necessary.

People often react differently to the same substance, whether it is food or medicine. There is no guarantee that every individual will achieve the same satisfactory results from taking **Acidgone** or **Lean-N-Clean** due to the individual's own health status. There is no guarantee for weight loss. **Acidgone** or **Lean-N-Clean** does not make people lose weight. It only *helps* people lose weight. Independent Sales Representatives should advise their customers to consult nutritionally oriented physicians or other licensed nutritionists if necessary, and follow lifestyle and diet recommendations in the **Nutrigenesis Approach** Program Manual.

13. ORDERING & SHIPPING: Wholesale orders must be called in by phone toll free: **1-800-901-LEAN (5326)**, e-mailed to **CustomerService@nutrigenesis.com** or faxed to **(407-264-8440)**.

Payments in the form of money order, cashier's check, or major credit cards (MasterCard, Visa, and American Express) are accepted. Personal checks or C.O.D. orders are not accepted. All orders must be pre-paid. **Independent Sales Representatives** are responsible for keeping a copy of orders they submitted on behalf of their customers.

There are set fees for shipping and handling for packages shipped to locations in USA. Shipping and handling to locations outside of USA must be confirmed prior to shipment.

If any **Nutrigenesis Approach** products or manuals are out of stock, customers will receive a "Back Order" notice with their shipments. When new inventory arrives, back orders are always filled first.

14. CHANGE OF ADDRESS: **Independent Sales Representatives** must advise NHEI Home Office of any change of address or phone number by fax, mail or e-mail. **Independent Sales Representatives** are responsible for re-shipping expenses if NHEI has the wrong address on file due to **Independent Sales Representatives'** failure to supply updated shipping address.

15. CONFIDENTIALITY: **Independent Sales Representatives** agree to keep all customer information confidential. This information includes but is not limited to the customer's health issues, types and amounts of products consumed, and how much the customer spends on health related products. The customer's information should only be released if prior legal permission/authorization is obtained from said customer.

16. TERMINATION: NHEI reserves the right to terminate the business relationship with any **Independent Sales Representative** at any time whether or not it is conclusively determined that the **Independent Sales Representative** has violated the provisions of the **Independent Sales Representatives Agreement**, including the provisions of these policies and procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such termination shall be made by NHEI at its discretion. Upon an termination of relationship with Independent Sales Representative, NHEI shall notify **Independent Sales Representative** by certified mail at latest address listed with NHEI Home Office for the Independent Sales Representative. In the event of a termination, the terminated **Independent Sales Representative** agrees to immediately cease representing Nutrigenesis Approach.

The Independent Sales Representatives will have 2 weeks from the date of the mailing of the certified letter in which to appeal the termination in writing. The Independent Sales Representative's appeal correspondence must be received by NHEI Home Office within 3 weeks of the Company's termination letter. If the appeal is not received within the 3 weeks period, the termination will be automatically deemed final.

If the Independent Sales Representatives files a timely appeal of termination, NHEI will review and reconsider the termination, consider any other appropriate action and notify the Independent Sales Representative of its decision. Independent Sales Representative agrees to cease representing NHEI during this appeal period. The decision of NHEI will be final and subject to no further review. In the event that the termination is not rescinded by NHEI, the termination will be effective as of the date of NHEI's original termination notice.

17. REPRESENTATION OF STATUS: In all cases, any reference the Independent Sales Representative makes to himself/herself must clearly set forth the Independent Sales Representative's independent status. The business telephone of Independent Sales Representative must not be listed under **Nutrition & Health Educator, Inc.** or in any manner which does not explicitly disclose the independent contractor status of the Independent Sales Representative. Information on business cards must disclose the independent contractor status of Independent Sales Representative.

18. PRESS INQUIRIES: Any inquiries by the media are to be referred immediately to NHEI Home Office. This policy is to assure accuracy and consistent public image.

19. JURISDICTION: All litigations related to the NHEI distributor Agreements, Policies, Procedures, Marketing Plan and all other matters shall be instituted in the Florida Court having general jurisdiction located in Osceola County, Florida, U.S.A. and in no other venue or jurisdiction.

20. AMENDMENTS: NHEI expressly reserves the right to adjust prices without prior notice to Independent Sales Representatives. NHEI also reserves the right to alter or amend Rules and Regulations, Policies and Procedures, products availability. Upon notification by emailing or snail mail to the most recent address listed by the Independent Sales Representatives in the records of NHEI, such amendments are automatically incorporated as part of the agreement between NHEI and Independent Sales Representative. Independent Sales Representative will be given 2 week's notice of any material amendments except price changes.

Last updated: 8/21/2006