

NUTRITION & HEALTH EDUCATOR, INC.
DBA Nutrigenesis Approach
Distributor 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. **Nutrigenesis Approach**® brand products are also sold online only through our company web site. The mission 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. Distributor: A NHEI distributor, also known as **Nutrigenesis Approach** distributor, called **Distributor** hereafter, may be a business entity, business owner/CEO of a corporation or an individual who plans to open a business merchandising our products, has completed a “NHEI Distributor Application and Agreement” and has been accepted by the NHEI as a distributor. NHEI reserves the right to accept or reject anyone as a distributor.

3. LEGALITY/AGE: A business entity must be a legal business in United States of America or other countries. The business owner must be at least 18 years of age or the age of consent for the State in which the business owner resides.

4. INDEPENDENT CONTRACTOR: Distributors are independent contractors and are **not** to be considered purchasers of a franchise or a distributorship for any exclusive rights for selling Nutrigenesis Approach brand products in specific geographic areas. The agreement between NHEI and Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between NHEI and the Distributor(s). Each distributor shall hold harmless NHEI from any claims, damages or liabilities arising out of distributor's business practices, operations, or events. NHEI Distributors have no authorities to bind NHEI to any obligation. Each distributor is free to establish his/her own working hours and determine his/her own methods of sale as long as he/she complies with the goal of NHEI, Policies and Procedures.

5. DISTRIBUTOR PRIVILEGE: Distributors are authorized to purchase Nutrigenesis Approach brand products plus other dietary supplements from NHEI at wholesale prices. Distributors may sell Nutrigenesis Approach brand products at our suggested retail prices or discounted prices deemed feasible by distributors.

6. CONVENTIONS/TRADE SHOWS: Distributors who desire to purchase **Acidgone** or **Lean-N-Clean** in large quantities (9 cases or more, 12 containers per case) to market at retail trade shows, or professional conferences/conventions at their own expense may request lower prices. Please contact us at CustomerService@nutrigenesis.com or call toll free: **1-800-901-LEAN (5326)** for details. Distributors are free to set their own retail prices at trade shows and they may sell **Nutrigenesis Approach** brand products along with other products. No commission is paid by NHEI for sale of **Nutrigenesis Approach** brand products purchased at wholesale prices. Distributors may purchase promotional materials from NHEI. If Distributors choose to print their own promotional materials, they must be pre-approved by NHEI. NHEI reserves the right to adjust prices of all products without prior notice to Distributors.

8. DISTRIBUTOR'S RESPONSIBILITIES: Distributors 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.

Distributors are fully responsible for all of his/her verbal and written statements made regarding the product and marketing program which are not expressly contained in writing in the current marketing marketing/promotional materials supplied directly by NHEI. Distributors agrees 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 Distributors' 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 distributors for their use only in an expressly authorized manner. Distributors 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.

Distributors 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 other variations of our trademark names. Distributors are free to advertise 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 in any form, 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 resale/monetary gain.

Distributors *may not* (1) purchase, sell or distribute non-NHEI materials which imply/suggest/state that said materials originate from NHEI; (2) produce, sell, or distribute literature, films or sound recordings or any other form of media which is similar in nature to those produced, published and provided by NHEI for distributors. Distributors 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 distributor suggest replacement of proper medical care by licensed health care practitioners with **Nutrigenesis Approach** brand products and/or other products sold by NHEI. Distributors agree to make no false or fraudulent representations about NHEI, the products and/or income potentials.

10. LEGAL REPRESENTATION: Distributors 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 the distributor or the choice of any representatives, employees, owners, or executives of NHEI.

11. INCOME TAXES: Distributors are responsible for paying local, state and federal taxes due on their earnings from resale of **Nutrigenesis Approach** brand products and/or other products distributor has purchased from NHEI.

12. SALES TAXES: Distributors shall comply with all state and local taxes and regulations governing the sale of all products sold by NHEI.

13. RETURN POLICY: See attachment.

14. 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 many 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 **Nutrigenesis Approach** brand products 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. Distributors should advise their customers to consult nutritionally oriented physicians or other licensed nutritionists if they have any doubt.

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

Payments in the form of a 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. Distributors are responsible for keeping a copy of their orders for their records.

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.

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

16. CONFIDENTIALITY: Distributors agree to keep their customers' information confidential. This information includes but is not limited to the customer's health issues; product types/brands and quantity customers are consuming and monetary amount(s) customer spends on health related products. The customer's information should only be released if prior permission is obtained from said customer.

17. TERMINATION: NHEI reserves the right to terminate business relationship with any distributor at any time when it is determined or suspected by NHEI that the distributor has violated the provisions of the Distributor 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 of business relationship shall be made by NHEI at its discretion. Upon such termination, NHEI shall notify the distributor by certified mail at latest address recorded in NHEI database. In the event of a termination, the terminated distributor agrees to immediately cease representing Nutrigenesis Approach.

The distributor will have 2 weeks from the date of the mailing of the certified letter in which to appeal the termination in writing. The distributor's appeal correspondence must be received by NHEI Home Office within 3 weeks of the Company's termination letter. During the appeal process, Distributor agrees to immediately cease representing NHEI and all NHEI products. If the appeal is not received within the 3 weeks period, the termination will be automatically deemed final.

If the distributor files a timely appeal of termination, NHEI will review and reconsider the termination, consider any other appropriate action and notify the distributor of its decision. The decision of NHEI will be final and subject to no further review. In the event that the termination is not rescinded, the termination will be effective as of the date of NHEI's original termination notice.

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

20. 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.

21. 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.

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

Last updated: 8/21/2006