

# BRIGHTLIFE PRODUCT RESELLER AGREEMENT

**THIS BRIGHTLIFE PRODUCT RESELLER AGREEMENT** (the "**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ ("**Effective Date**") by and between **BrightLife, Inc.**, (hereinafter the "**Company**") and \_\_\_\_\_, (hereinafter the "**Reseller**"). The BrightLife Product Reseller Program will be referred to as the "**Program**", and the Company and the Reseller will each be referred to herein as a "**Party**" and collectively as the "**Parties**". The business relationship between the Parties will hereinafter be referred to as the "**Relationship**".

## BACKGROUND

This Product Reseller Agreement specifies terms and conditions under which the Company will sell to the Reseller and the Reseller will purchase from the Company various products for resale to Reseller's customers.

## AGREEMENT

### 1. Definitions

In this Agreement, "we" and "us" means BrightLife, Inc, and "you" means the Reseller participating in the BrightLife Product Reseller Program.

"Customers" means the customers of the Reseller with whom the Reseller forms a Reseller-customer relationship.

### 2. Entire Agreement

- a. This Agreement and the attached Appendix 1 (General Terms and Conditions) constitute the entire understanding and agreement between the parties relating to the BrightLife Product Reseller Program and supersede any and all prior or contemporaneous oral or written communications.
- b. Upon notice to you by email or in writing we may modify the terms of this Agreement. If any modification is unacceptable to you, you may terminate the Agreement as provided in Clause 13 below; should you so terminate, the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued sale of BrightLife products following our notification of the changes will constitute binding acceptance of the change.
- c. BrightLife may discontinue or change the services offered in the event of your failure to comply with the following provisions.
- d. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

### 3. Enrollment in The Reseller Network

In the event your application to become a Reseller is accepted you acknowledge and agree that we may contact you via email from time to time with newsletter updates and promotions regarding various Products and Services we believe you may find of interest.

## **4. Reseller Obligations**

- a. You acknowledge that you are responsible for assuring that your sales force and customer care representatives for the BrightLife products are trained, competent and professional. You agree to consult with us on specific issues that we may identify to you from time to time in connection with the performance of your sales force and customer care representatives that may have an adverse impact on BrightLife, the BrightLife brand or your ability to sell our Products effectively.
- b. You agree to operate a Customer Support desk for your customers and to act as the first point of contact for your customers for all customer service and/or technical support inquiries relating to the provision and functionality of BrightLife products to the customer. Please feel free to contact BrightLife for second-tier support after exhausting all possible remedies/solutions you may be able to bring to bear.

## **5. BrightLife Obligations**

We agree to operate a Customer Service and Technical Support desk to provide customer support and technical assistance to our Resellers. This desk will operate during normal business hours.

## **6. Products**

- a. The Products available to you for resale are as detailed in Schedule 1 to this Agreement (please see below).
- b. This Agreement is intended to permit you to sell Products purchased from us to your Customers. It is for the exclusive use of the Reseller specifically named above and does not extend to any other person or entity.
- c. The use of any information or material by you or your Customers by way of the Products provided by BrightLife is at your and your Customers sole and absolute risk. BRIGHTLIFE SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY OR QUALITY OF ANY AND ALL INFORMATION OBTAINED THROUGH THE PRODUCTS BY IT UNDER THIS AGREEMENT.

## **7. Customer Contracts**

We acknowledge and agree that Customers shall purchase BrightLife Products under contracts with you and that we shall not have any contractual interest in such Customer relationships. You shall be free to determine the terms and conditions of the sale of BrightLife Products; provided, however, that (i) such sales are made pursuant to the General Terms and Conditions of this Reseller relationship per the attached Appendix 1, and (ii) you shall require as a condition to the sale of any BrightLife Products to a Customer that such Customer execute a contract in a form not materially less protective of BrightLife than BrightLife standard terms and conditions for its directly provided products and services, information pertaining to which can be found at <http://www.fearintopower.com>.

## **8. No Warranties**

We shall to the best of our ability maintain the best possible quality, effectiveness and the physical integrity of purchased products. Notwithstanding the aforesaid, however, other than those specifically stated on product packaging, merchandising materials, or within the BrightLife website, we make absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose.

## 9. Relationship of Parties

You and BrightLife are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on or within your retail establishment or otherwise, that would reasonably contradict anything in this clause.

## 10. Confidentiality

### Confidential Information

All documents, other materials and other information made available to a Party or its employees by the disclosing Party in connection with this Agreement (including but not limited to, this Agreement), whether in oral, written, graphic, or electronic form (collectively, the "**Confidential Information**"), shall be deemed to have been furnished to the other Party in confidence and shall remain the exclusive property of the disclosing Party both during and after the term of this Agreement. Each Party shall maintain in trust and confidence all Confidential Information which it may (i) develop or accumulate for the disclosing Party during the term of this Agreement or (ii) acquire from the disclosing Party at any time, and will not during the term of this Agreement or thereafter, use the disclosing Party's Confidential Information for its own benefit or disclose or permit any of its employees or agents to disclose the Confidential Information to any other person; provided, however, that the recipient Party may disclose the disclosing Party's Confidential Information to such employees, agents and Affiliates of the recipient Party who need to know such Confidential Information for the purpose of effectuating this Agreement and who have been informed of and have agreed to protect the confidential nature of such Confidential Information. For purposes of this Clause 10, the term "Party" shall include the Party's Affiliates. As used herein, the term "**Affiliate**" shall mean, as to any person or entity, any other person or entity that controls (i.e., possesses the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise), is controlled by or is under common control with such person or entity.

### Use of Information

Nothing in this Agreement shall prohibit or limit either Party's use of information which:

- (a) is now, or hereafter becomes, publicly known or available through lawful means;
- (b) is rightfully in recipient's possession, as evidenced by recipient's records;
- (c) is disclosed to recipient without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction);
- (d) is independently developed by recipient without any breach of this Agreement; or
- (e) is the subject of a written permission to disclose provided by the disclosing party. In the event either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it shall, to the extent reasonably practicable and lawfully permitted, provide prompt notice to the other Party of such receipt and permit the other Party an opportunity to obtain a protective order with respect to such Confidential Information.

## **Return of Confidential Information**

Upon the termination or expiration of this Agreement, or upon request from the disclosing Party, the non-disclosing Party shall return all Confidential Information to the disclosing Party or destroy all Confidential Information and certify in writing that it has returned or destroyed all such information to the disclosing Party and has not kept any copies of the Confidential Information. The obligation of each Party with respect to the Confidential Information shall survive the termination or expiration of this Agreement for a period of ten (10) years.

## **Publicity**

No publicity, including, but not limited to press releases, concerning this Agreement, the BrightLife Products provided hereunder, and/or the relationship between the Parties by either Party, shall be issued by either Party without the prior written consent of the other Party which shall not be unreasonably withheld.

## **Intellectual Property**

Each party acknowledges that the other party and its Affiliates own and retain all trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights in or associated with the other Party, its Affiliates, as applicable, and agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the other Party, its Affiliates, (including, without limitation, any act or assistance to act which may infringe or lead to the infringement of any of the proprietary rights of the other Party, its Affiliate).

## **11. Billing**

Resellers who buy BrightLife Products through the Program will be deemed to be customers of BrightLife. Accordingly, all of our operating procedures concerning customer applications, customer service, and sales of our services will apply to those customers. We may change our policies and operating procedures at any time.

We will bill you in advance for all Products purchased by you under this Agreement. Upon receipt of your order, we will provide you with a billing statement clearly noting the status of your account (i.e. current, payment due, etc.).

You are responsible for payment of all fees to BrightLife in relation to all BrightLife Products bought by you. In the event that you fail to pay for the Products provided per the terms of this Agreement, or in the event there shall exist any delinquency in your account then, in such event, we reserve the right, in our sole, absolute and unfettered discretion, to terminate this Agreement and/or discontinue our Relationship with you without notice or liability for actual, compensatory or consequential damages to you or your customers for the interruption in Product service or delivery. We may discontinue or suspend delivery of Product to you and/or your customers until payment is made.

Customers who buy BrightLife Products from you via this Reseller Agreement will be deemed to be your Customers. You are responsible for all financial transactions by and between you and your Customers.

## **12. Refund And Return Policies and Procedures**

### **100% Buyback Guarantee**

While full payment at the appropriate discounted wholesale rate is required upon submission of your order, you will be entitled to a refund of 100% of all monies paid toward any given order of BrightLife Products for a period not to exceed ninety (90) days following the date of receipt by you of a given Product Order, as determined by your representative's dated signature on our shipping carrier's delivery confirmation paperwork. This "100% Buyback Guarantee" applies and is limited (i) to unsold inventory only, and (ii) by the condition that all unsold inventory for which Reseller desires such refund be returned to BrightLife in new, resalable (retail quality) condition prior to disbursement of such refund per the terms of this clause.

### **Customer Returns**

If any customer returns our product, and if such product is in non-resalable condition, or if you desire to return such product to us for any reason whatsoever, we will gladly either credit you the amount you paid for such product toward your next order with us, or refund that amount to you, according to your stated preference.

### **How Refund Amount Is to Be Determined**

Because it will generally be difficult or impossible to determine from which specific shipment a particular unit originated, and the Bulk Order Discount under which Reseller originally purchased product from BrightLife, we will offer Reseller the per-unit equivalent in value associated with the greatest Bulk Order Discount to which Reseller has been entitled during the course of its Relationship with BrightLife. There shall be no exceptions to this policy.

## **13. Term of This Agreement And Termination Thereof**

- (a) This Agreement will begin upon our acceptance of your Reseller application and continue indefinitely unless terminated in accordance with this Agreement or upon one of the following events:
  - (i) Upon the expiration of the initial or any successive term by you notifying us at least thirty (30) days prior to the expiration of the then current term that you desire to terminate the Agreement;
  - (ii) By us notifying you with at least thirty (30) days notice that we desire to terminate the Agreement, with or without cause;
  - (iii) Notwithstanding the above paragraph, we may immediately terminate the Agreement in relation to any or all Products and/or Services provided by us to you if:
    - In our sole discretion we deem that you are in breach of this Agreement and have not remedied such breach within 10 days of being notified of such breach by us; and
    - Immediately if a receiver, provisional liquidator, administrator or other like person is appointed over any of your undertakings or assets or if you enter into arrangement with any of your creditors or any class of your creditors or you become insolvent or otherwise are unable to pay your debts when they fall due.

- (iv) If you wish to terminate the Agreement following notification of a modification to these terms and conditions in accordance with Clause 2 above within 7 days of receiving notification.
  
- (b) You are only eligible to discounts on sales occurring during the term of this Agreement. Within one (1) day of any termination of this Agreement you shall discontinue the sale of the any and all BrightLife Products that may remain in your possession at that time.

## **14. Independent Investigation**

You acknowledge that you have read this Agreement, that you agree to all its terms and conditions, and that you fully understand the legal significance of this document and terms used therein. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or conduct sales operations that are similar to or compete with your own. You have independently evaluated the desirability of participating in the BrightLife Reseller Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

## **15. Force Majeure**

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, war, fire, natural disaster, accident, act of government, strikes, unavailability of material, shipping availability, capacity or supplies, any failure of a Third Party Provider to supply goods or services associated with or comprising a BrightLife Product or Service, shortages of or failure to deliver Product not attributable to an act or failure to act of the Party seeking the protection of the force majeure or any other cause beyond the reasonable control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.

## **16. Indemnity And Limitation of Liability**

You will indemnify and hold harmless BrightLife and its employees, agents and sub-contractors, against any liabilities (this includes judgment, liability, loss, costs claims or damage; including litigation costs and reasonable legal fees, and excluding indirect or special losses or profits, business revenue, goodwill or anticipated savings, consequential or indirect loss) resulting from or arising out of your use or your customers' use of BrightLife Products and Services or any other obligation under these Terms and Conditions of the Agreement, or any breach of your obligations under these Terms and Conditions or the Agreement.

BrightLife assumes no liability for any loss, injury, claim, liability or damage of any kind including loss of business, lost profits, or by any other means resulting in any way from your use of BrightLife products, including without limitation any errors or omissions, any content, any delay or failure of performance, or the unavailability of Product or interruption of Product delivery. Accordingly, BrightLife shall not be liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever, whether or not foreseeable (including, without limitation, lawyers' fees) in any way due to, resulting from, or arising in connection with the Products or the failure of a party to perform its obligations, regardless of any party's negligence. Termination of the Agreement shall be your sole and exclusive remedy for any and all damages or injury.

## **17. Notices**

Notices under this Agreement shall be in writing and shall be deemed given when delivered:

- (i) personally
- (ii) by email (with confirmation of receipt)
- (iii) by overnight mail or conventional mail (registered or certified, postage prepaid with return receipt requested), or
- (iv) by facsimile. Notices shall be addressed to the Parties at the addresses appearing below their signatures on this Agreement, but each Party may change the address by written notice in accordance with this paragraph.

## **18. Governing Law**

This Agreement shall be construed under the laws of the State of California. Reseller hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any actions, suits or proceedings arising out of or relating to this Agreement and the Products and further agrees that service of any process, summons, notice or documents by U.S. Certified Mail to Reseller's address set forth above shall be effective service of process for any action, suit or proceeding arising out of this Agreement. Client irrevocably and unconditionally waives any objection to the venue of any action, suit or proceeding arising out of this Agreement being in the courts of the State of California or of the United States of America located in the State of California and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action has been brought in an inconvenient forum.

## **19. Attorney's Fees**

In the event Company retains an attorney to enforce its rights hereunder, Company shall be entitled to the payment by Reseller of its reasonable attorney's fees and costs, whether or not litigation is commenced. This provision shall extend to attorney's fees and costs incurred on appeal or in enforcement of or execution on any judgment or order entered by any court adjudicating rights or remedies created by or arising out of this contractual relationship; to the extent necessary, this provision shall not be merged into but shall survive entry of judgment in any action upon this Agreement.

## **20. Entire Agreement**

This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby canceled and are of no further force or effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

## **21. Severance and Validity**

In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

## 22. Counterparts and Facsimile Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute the executed agreement between the parties.

## 23. Amendment; Assignment

The terms and conditions of the Agreement may not be amended or modified without the express written consent of the Company and any attempt to do so shall be null and void. Reseller may not assign his/her rights or delegate his/her duties under this Agreement without the prior written consent of Company.

## 24. Parties And Signatories

**I HAVE READ THIS BRIGHTLIFE PRODUCT RESELLER AGREEMENT IN ITS ENTIRETY, HAVE BEEN PROVIDED SUFFICIENT OPPORTUNITY TO REVIEW AND FULLY CONSIDER ITS TERMS, AND UNDERSTAND THE TERMS USED IN IT AND THEIR LEGAL SIGNIFICANCE.**

For and of behalf of:

BrightLife, Inc.  
2010 W. Avenue K, Suite 644  
Lancaster, CA 93536  
United States

For and of behalf of Reseller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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Title

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Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

# Schedule 1

## Products Available for Resale Under This Agreement

1. "How to Free Yourself from Trauma, Phobias And Anxiety in 7 Days Or Less!" 3-CD Audio Home-Study Program\*

### **BrightLife Reseller Discount Structure (as also noted on "Confidential Wholesale Price List and Purchase Order" document)**

The BrightLife Reseller Discount Structure is designed to attract small business resellers by virtue of the absence of a minimum order requirement\*, as well as medium and large businesses with exceptionally high sales volume.

<b>&lt;50 Units</b>	<b>40% Discount off Suggested Retail Price of \$147.00 per unit</b>
<b>50-99 Units</b>	<b>42% Discount</b>
<b>100-199 Units</b>	<b>44% Discount</b>
<b>200-499 Units</b>	<b>46% Discount</b>
<b>500-999 Units</b>	<b>48% Discount</b>
<b>1000-4999 Units</b>	<b>50% Discount</b>
<b>5000-9999 Units</b>	<b>55% Discount</b>
<b>≥10,000 Units</b>	<b>60% Discount</b>

\*"How to Free Yourself from Trauma, Phobias And Anxiety in 7 Days Or Less!" is packed and sold in boxes of eight (8) **or more** units. Please therefore plan your order in multiples of 8 and specify the number of boxes (of 8 units each) you wish to purchase on your Purchase Order. Company will determine the actual number of units being requested by multiplying the number of boxes you order by a factor of 8. When possible, Company reserves the right to deliver the equivalent number of units in larger capacity packaging, and thus may require fewer boxes to complete the order than might have been expected.