

# Terms & Conditions

## **PARTIES**

This Marketing & Customer Referral (Affiliate) Agreement (hereinafter referred to as the "Agreement") is entered into by and between TRANSFORMATION ENZYME CORPORATION (hereinafter referred to as "Transformation") with an address of 16203 Park Row Dr Ste 160, Houston, TX 77084 and the affiliate (hereinafter referred to as the "Affiliate") (collectively referred to as the "Parties").

## **RECITALS**

Whereas, Transformation is in the business of designing, marketing, and selling enzyme-based supplements, health and wellness education, research, and services in the healthcare space and

Whereas, Transformation may provide these supplements and services on a direct in-person basis, or through websites and domains owned, controlled, or utilized by Transformation.

And whereas, the Affiliate is in the business of marketing and selling non-competitive products and services in the healthcare space,

The purpose of this Agreement is to set forth the relationship and structure between Transformation and the Affiliate.

## **TERM**

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date") and will run perpetually until either party initiates Termination under the terms noted below.

## **TERMINATION**

This Agreement may be terminated if the following occurs:

1. This Agreement will be terminated immediately if one of the Parties breaches the terms of the Agreement.
2. This Agreement can be terminated at any given time by providing a written notice to the other party 30 days prior to terminating the Agreement.

## **CONFIDENTIALITY**

All terms and conditions of this Agreement (and any confidential information provided by the Client to the Affiliate or vice versa) during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to process of law.

Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.

The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

## **RELATIONSHIP BETWEEN PARTIES**

Hereby, the Parties agree that the Affiliate in this Agreement is an independent contractor and shall not be considered an employee.

This Agreement does not create a partnership between the Parties.

This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties are entitled to enter into other Agreements with other parties.

## **INTELLECTUAL PROPERTY**

The Affiliate agrees that any intellectual property provided by Transformation will remain the sole property of the Transformation, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets, and will refrain from using such intellectual property upon the termination of this Agreement.

Transformation agrees that any marketing materials created by the Affiliate will remain the property of the Affiliate and the Transformation waives any right to them.

## **NO AUTHORITY**

This Agreement does not constitute a grant of authority to either party to act as agent, bind to any contract, agreement, or act in any manner for the other.

**OWNERSHIP**

Both parties agree that this agreement does not entitle the other to ownership of any property owned by each prior to the terms of this agreement.

**LIMITATION OF LIABILITY**

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party's negligence or breach.

**AMENDMENTS**

The Parties agree that any amendments made to this Agreement will be made in writing, signed by both Parties, and applied to this Agreement.

**ASSIGNMENT**

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

**ALTERNATIVE DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted for mediation in accordance with and subject to the laws of Delaware.

**SIGNATURE AND DATE**

The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by the signature above.

Transformation Enzyme Corporation  
**BRAND MANAGEMENT POLICY**

-CONFIDENTIAL-

Transformation Enzyme Corporation, its parent, and affiliated companies (collectively, "Transformation") are worldwide leaders in enzyme-based nutrition. Transformation has expended substantial resources in designing, researching, and promoting its products as well as developing and maintaining the associated goodwill in the Transformation trademark and other Transformation registered, applied for, common law, and licensed marks (collectively, "Transformation Marks").

The purpose of this Brand Management Policy ("Policy") is to provide distributors of Transformation Enzyme Corporation with its rules and guidelines with respect to distributor and dealer advertising over the Internet and worldwide web as well as advertising through more traditional means such as direct mail, yellow pages, catalogs, newspapers, brochures, and other media or similar means. This Policy applies to the advertising of all Transformation products and including all Transformation brand products and lines including without limitation Professional Protocol, BioDézyne, Transcendence, and The Genesis of Good Health as well as Transformation licensed trademarks such as B.T.N. or Enzyme Essentials.

**The Effective Date of this Policy is April 1, 2011.**

For the purposes of this Policy, a "distributor" means any customer purchasing products from Transformation for resale, and a "dealer" means any customer of a distributor purchasing Transformation products for resale. A "dealer" shall also include downstream resellers of Transformation products where the product has been supplied by a Transformation distributor.

Any comments or questions concerning the Policy should be directed to the marketing department at Transformation Enzyme Corporation, 16203 Park Row Dr Ste 160, Houston, TX 77084, Tel: 713-266-2117.

Permitted Uses

Use of Transformation Marks in distributor or dealer websites, as well as in brochures and other advertising or marketing materials, like all uses of Transformation Marks by distributors and their dealers, must only be in connection with the promotion of Transformation products, services, or licensed products. Any use of the Transformation Mark with non-Transformation products, or in any other way which is not permitted by Transformation, will be considered a violation of this Policy and deemed unlawful infringement, and Transformation reserves the right to pursue legal or other action in connection therewith. Distributors and dealers are prohibited from taking any action that is inconsistent with Transformation's ownership or rights in the Transformation Marks, and all users of Transformation Marks shall inure to the benefit of Transformation.

In no event is any distributor or dealer authorized or permitted to use the "Transformation" name or any other Transformation Marks as part of any trade or corporate name or on any business card or letterhead, nor shall any distributor or dealer in any manner hold itself out as an agent or representative of Transformation or create any obligation of any kind on behalf of Transformation. All distributors shall cause their dealers to comply with these provisions.

In the event of discontinuation of authorized purchases from Transformation or upon Transformation's request, any distributor shall immediately discontinue any and all use of the Transformation Marks, for any purpose whatsoever, including use on any Internet website and any other advertising or other use. In the event of discontinuation of such authorized purchases or upon request by Transformation, distributors further shall cause their dealers to immediately discontinue any and all use of the Transformation Marks for any purpose whatsoever, including use in any Internet website, and any other advertising or other use, except as approved in advance and in writing by Transformation.

All sales by Transformation to distributors shall be subject to all other distribution and advertising policies of Transformation as may be in effect from time to time, and all sales shall be subject to modification or discontinuation by Transformation at-will, with or without cause, including upon violation of this Policy.

#### Appropriate Trademark Notices

Distributors and dealer shall use the Transformation Mark only in the form and manner and with appropriate intellectual property legends as prescribed by Transformation and its licensors. Use of any Transformation Marks including Transformation licensed marks on a distributor or dealer website, as with all other advertising, marketing and other materials, must be accompanied by an appropriate notice indicating the registration status of any and all such marks. For U.S. advertising, distribution, and sales, any U.S. registered trademark of Transformation and Transformation licensed marks must be accompanied by the ® symbol along with the phrase “[\_\_\_\_\_]® is a registered trademark of [insert name of appropriate Transformation Company/Licensor]”. Any unregistered common law trademark of Transformation and all Transformation licensed marks must be accompanied by the ™ symbol along with the phrase “[\_\_\_\_\_]™ is a trademark of [insert name of appropriate Transformation Company/Licensor]”. These same requirements apply to all distributor or dealer websites, other Internet sites, and all other advertising and marketing materials of distributors and their dealers.

Distributors and dealers shall observe any reasonable directions given by Transformation as to changes in the color, font, size, placement, or any other characteristic or representation of the Transformation Marks. Distributors and dealers shall not use any other trademarks, design marks, design elements, logos, or service marks in combination with Transformation Marks without the prior written approval of Transformation. Distributors shall comply, and cause their dealers to comply, with all requirements of Transformation’s licensors.

A current list of Transformation Marks and their owners is attached to this Policy and is available from Transformation upon request. Such list may be updated from time to time by Transformation.

#### Transformation Approval

Any and all use of Transformation owned or licensed property or rights by a distributor or dealer, including, without limitation, trademarks and copyrightable materials (such as product images, artwork, and written text), in an Internet website, brochures, or otherwise, shall be subject to the prior written approval of Transformation. At Transformation’s request, distributor shall supply Transformation with specimens of all uses of the Transformation Marks, and if such use is not consistent with the nature and quality required by Transformation or its licensors, distributor agrees to immediately cease and desist from using or displaying, and to cause its dealers to immediately cease and desist from using or displaying the Transformation Marks in any way not approved or deemed objectionable. In no event shall any distributor or dealer modify any Transformation products or materials without Transformation’s express written consent.

#### Domain Names, Social Media, E-mail Addresses, Metadata, and Website Linking

Under no circumstances shall a distributor or dealer use the term “Transformation” (or any other Transformation Marks) in a domain name, email address, or metatag. Usage of the Transformation Marks in a domain name, email address, or metatag may be confusing or deceptive to consumers or others, and as such, violates this Policy and, possibly, applicable federal and/or state trademark and other laws. Moreover, any such use/misuse by a distributor or dealer will be regarded by Transformation as trademark infringement, and Transformation reserves the right to take action, including legal action as Transformation deems appropriate, to prevent customer confusion and to protect Transformation’s trademarks and goodwill.

Linking, deep linking, framing, and/or inlining from any distributor or dealer operated or sponsored website to Transformation’s website or web pages is strictly prohibited without the prior written consent of Transformation.

Enforcement of Policy







It shall be the duty of Transformation distributors to actively and frequently monitor the advertising and marketing activities of their dealers, including without limitation Internet activities, in order to ensure compliance with the Policy. Further, except as expressly agreed to in writing by Transformation, distributors and dealers are not authorized to sell Transformation product outside of the U.S. or to customers for resale for intended use outside the U.S. unless approved by Transformation. Distributors and dealers could encounter severe liability issues in the event that such distributors or their dealers fail to adhere to this Policy. Transformation reserves the right to invalidate any warranty coverage or other obligations with respect to any unauthorized sales of products by any distributors or their dealers.








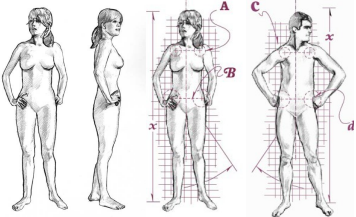
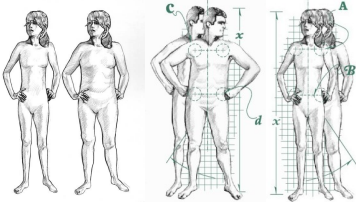
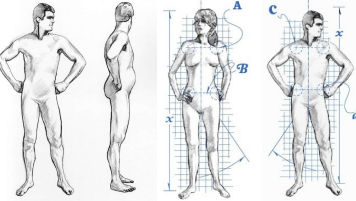
Changes to Policy

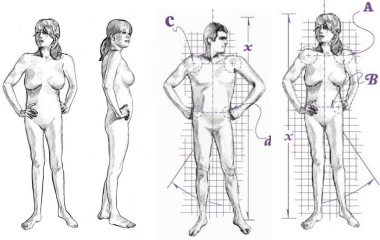
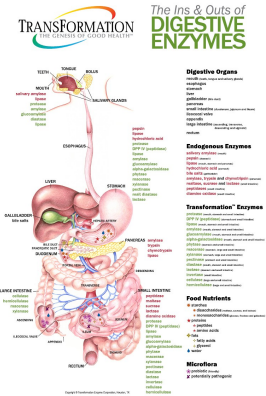

Transformation Enzyme Corporation reserves the right to change this Policy at any time without prior notice. Transformation may, in its sole discretion, post any updated versions of this Policy on its website or otherwise publish revision, including addition or deletion of authorized Transformation Marks. No modification or exceptions shall apply except as approved by Transformation in writing. Any investment made by a distributor or dealer in website development, Internet marketing, other advertising, or otherwise, even if made based upon the current version of this Policy, is made at the distributor’s or dealer’s own risk and expense.

**TRANSFORMATION MARKS**

This list of marks is not intended to be exhaustive of all marks owned or licensed by Transformation.

Mark	Status	Owner
Transformation 	Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation
Transformation The Genesis of Good Health 	Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation
Professional Protocol 	Trademarked The “™” symbol should be used until registration of the trademark	Transformation Enzyme Corporation
The Genesis of Good Health 	Copyrighted The “©” symbol should be used	Transformation Enzyme Corporation
Transcendence Experience Beyond 	Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation
Zymes 4 Kidz 	Trademark Application The “™” symbol should be used until registration of the trademark	Transformation Enzyme Corporation
TZyme	Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation

BioDézyne		Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation
System 11 Catalyst		Trademarked The “™” symbol should be used until registration of the trademark	Transformation Enzyme Corporation
Trans4Wisdom		Registered The “®” symbol should be used in connection with this trademark	Transformation Enzyme Corporation
Enzyme Essentials		Trademarked The “™” symbol should be used until registration of the trademark	Enzyme Essentials, LLC
Smartlivin81		Registered The “®” symbol should be used in connection with this trademark	Smart Living, LLC
BioDézyne Center	 	Trademarked The “™” symbol should be used until registration of the trademark	Transformation Group, LLC
The Healing Power of Enzymes		Copyrighted The “©” symbol should be used	Transformation Enzyme Corporation
Enzyme Academy Foundation		Trademarked The “™” symbol should be used until registration of the trademark	Enzyme Academy Foundation
		Copyrighted The “©” symbol should be used	Transformation Enzyme Corporation
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	<p>Copyrighted The "©" symbol should be used</p>	<p>Transformation Enzyme Corporation</p>
<p>STEP 2</p> 	<p>Trademarked The "™" symbol should be used until registration of the trademark</p>	<p>Transformation Enzyme Corporation</p>
<p>transformationenzymes.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>tecseminars.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>mycliniciantoolbox.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>biochemicalindividualism.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>transformationhealthforum.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>thrivein63.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>reversestress.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>stress2rest.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>
<p>trans4wisdom.com</p>	<p>Registered domain</p>	<p>Transformation Enzyme Corporation</p>