



HEALTH4HEROES PARTNER AGREEMENT

This Agreement (this "**Agreement**") dated as of [DATE] ("**Effective Date**") is entered between [PARTNER'S NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE], ("**Partner**"), Health4Heroes, a Colorado non-profit corporation ("**H4H**," and together with Partner, the "**Parties**," and each, a "**Party**").

WHEREAS, Partner is in the business of [BUSINESS TYPE] ;

WHEREAS, H4H is a nonprofit corporation with an established tax-exempt status under Internal Revenue Code Section 501(c)(3) with a mission to promote and support healthy living for veterans and first responders (the "**Mission**"); and

WHEREAS, Partner desires to make available to all Participants (defined below) products, programs, and/or services to further the Mission.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services Description.** Partner will make available to all Participants (defined below) the events, products and/or services (the "**Services**") specified in the Statement of Services (the "**Statement of Services**") attached hereto as **Exhibit A**. Partner will (i) provide the Services in accordance with the terms and subject to the conditions set forth in the Statement of Services and this Agreement and (ii) provide the Services in a professional, workmanlike manner, and in accordance with applicable law.
- 2. Eligible Participants.** Partner acknowledges that the Partner will provide Services to any of H4H's members, who may be first responders or United States military members and veterans, and their immediate family members, including the individual's spouse, dependents, and any other individual pre-approved by H4H (each, a "**Participant**"). In order to be eligible to take advantage of the Services, Participants must comply with all terms, conditions, policies, and guidelines of H4H and Partner applicable to the participation in or use of the Services ("**Participation Rules**"). Partner has no obligation to provide the Services to any Participant who violates such Participation Rules.
- 3. Pricing.** Partner agrees to provide the Services to Participants at the specified member rate or discount (the "**Member Rate**") as described in the Statement of Services, which the Member Rate will exceed any existing discount, or will be lower than any existing rate, offered to other military, veteran, or first responder recipient of the Services and who is not a Participant.
- 4. Invoicing.** For any fees or any other costs accrued by a Participant that H4H expressly provided pre-approval for and agreed to pay through its voucher program (the "**Member Fees**"), Partner shall issue H4H an invoice within 30 calendar days after the end of each calendar quarter (ending March 31, June 30, September 30, and December 31). Each invoice shall include the following information: (i) the total amounts of Member Fees owed by H4H for Services rendered during the calendar quarter; (ii) a description of the Services; and (iii) the name of each Participant on whose behalf Member Fees are payable during the calendar quarter. H4H will pay undisputed invoices within 45 days of receipt. The parties will discuss promptly and in good faith any disputes regarding invoices. H4H shall have no obligation to pay invoices for any amounts invoiced more than 30 calendar days past the end of each calendar quarter.
- 5. Participant Reporting.** Partner agrees to provide a report with the name of each Participant using the Services and the number of times each Participant used the Services during the calendar quarter (the "**Quarterly Report**"). The Partner agrees to provide the Quarterly Report within 30 calendar days after the end of each calendar quarter (ending March 31, June 30, September 30, and December 31).
- 6. Promotion of H4H.** Partner agrees that it shall use reasonable efforts to promote the Services and its relationship with H4H.

- 7. Use of Trademark.** The Parties, each hereby grants to the other Party a license to use the other Party's names, trademarks, and trade names ("**Marks**") in advertisements or promotional materials (including without limitation on each Party's website, social media, printed materials, and similar media) solely for the purpose of promoting the Services, the Partner, H4H, the Mission, H4H's services, special promotions, and such other matters as agreed in writing. Each Party's license to the other Party's Marks is limited to the term of this Agreement, is not exclusive, and cannot be transferred to a third party without prior express authorization. The Parties agree to use a Mark in accordance with any brand guidelines provided by the other Party. The Parties agree that (i) H4H reserves the right to disapprove any use of H4H's Mark that is not in accordance with the brand guideline provided by H4H and (ii) the Partner shall remove such use of H4H's Mark within 24-hours of H4H providing the notice of such disapproval, unless H4H provides another deadline in the notice.
- 8. Term and Termination.** The term of this Agreement shall commence on the Effective Date and will continue in perpetuity until terminated by the Parties as provided below. Either Party may terminate this Agreement, with or without cause, upon 60 days written notice. Upon termination of this Agreement, all rights and obligations under this Agreement will be terminated with no further force or effect; provided, however that, (i) termination of this Agreement will not relieve either party of any liability for any violation or breach of this Agreement prior to such termination, and (ii) Sections 4 through 6 and 10 through 18 shall survive termination. In the event this Agreement is terminated and H4H has pre-paid for any Services not delivered as of the date of termination, Partner shall refund H4H the amount of any such pre-payment within thirty 30 calendar days of termination.
- 9. Representations and Warranties.** The Parties hereby represent, warrant, and covenant that: (i) each Party has full power and authority to enter into this Agreement and, when executed, this Agreement will constitute a valid and legally binding obligation on each Party, enforceable in accordance with its term; (ii) each Party has reviewed this Agreement in its entirety and has had the opportunity to obtain the advice of counsel prior to executing this Agreement and either has obtained such advice or has freely chosen not to obtain such advice and fully understands all provisions of this Agreement; (iii) each Party is duly organized, validly existing, and in good standing under the laws of its state of incorporation.
- 10. Limitation of Liability.** H4H SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING ANY INJURIES, DAMAGE TO PROPERTY, OR ANY OTHER HARM) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES. THE TOTAL AGGREGATE LIABILITY OF H4H IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR ANY CASE WHATSOEVER, SHALL IN NO EVENT EXCEED \$50.
- 11. Insurance & Waiver.** Partner agrees to carry such insurances as are customary in Partner's industry and appropriate to the Services, including appropriate worker's compensation, personal injury, and general liability insurance. Partner agrees that, as between the Parties, Partner shall be solely liable for any personal injury, death, or other damages or claims made by a Participant in relation to the Participant's use of the Services provided by Partner, and Partner will indemnify, defend, and hold H4H harmless for any such claims or damages, except to the extent caused by H4H's own negligence or willful misconduct.
- 12. Notices.** All notices, requests, demands, or communication required or permitted to be given in accordance with this Agreement shall be in writing and shall be deemed delivered, given, and received for all purposes: (i) as of the date and time of actual receipt, in the case of notices delivered personally; (ii) one day after deposit with a nationally recognized overnight delivery service; (iii) if sent by electronic mail, upon confirmed receipt by Partner or H4H; or (iv) five days after deposit in registered or certified United States mail return receipt requested, as applicable. All notices shall be sent to the address set forth on the signature page or the e-mail address provided in the signature page hereto.

13. Amendment and Waiver. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument referencing this Agreement and signed by H4H and Partner.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (excluding any conflict of laws provisions). Any dispute shall be brought exclusively in the state and federal courts located in Denver, Colorado.

15. Successors and Assigns. This Agreement, and any and all rights, duties, and obligations hereunder, shall not be assigned, transferred, or delegated by Partner without the prior written consent of H4H. Any attempt by Partner to assign, transfer, or delegate any rights, duties, or obligations that arise under this Agreement without such permission shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

16. Entire Agreement. This Agreement together with any other documents and exhibits incorporated into this Agreement, are the entire understanding and agreement between the parties, and supersede any other agreements, representations, or understandings (whether oral or written and whether express or implied) between the parties with respect to the Services and other matters addressed in this Agreement.

17. Severability. If any provision of this Agreement becomes or is illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, will be severed from this Agreement and replaced with a valid and enforceable provisions that will achieve, to the extent possible, the same economic, business, or other purpose of the illegal, void, or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

18. Counterparts. This Agreement may be executed in any number of counterparts, including electronic or facsimile copy, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Partner Agreement as of the date first written below.

PARTNER

HEALTH4HEROES

Signature: _____

Name: _____

Title/Position: _____

Partner Address:

Ph: _____

Email: _____

Signature: _____

Name: Nicholas Dunagan

Title/Position: President & CEO

H4H Address:

353 W. Drake Rd. Suite 140

Fort Collins, Colorado 80526

Ph: 970.661.3553

Email: info@Health4Heroes.org

EXHIBIT A
Statement of Services

Services Description

Include each product or service you wish to provide our members and a discounted rate in percent format.

Product/Service: _____
Discounted H4H Member Rate: _____
Additional Terms and Conditions: _____

Product/Service: _____
Discounted H4H Member Rate: _____
Additional Terms and Conditions: _____

Product/Service: _____
Discounted H4H Member Rate: _____
Additional Terms and Conditions: _____

Product/Service: _____
Discounted H4H Member Rate: _____
Additional Terms and Conditions: _____
