



HEALTH COMMUNICATIONS INC.

Providers of the TIPS Programs

1400 Key Boulevard, Suite 700
Arlington, VA 22209
703-524-1200 or 800-438-8477
703-524-1487 or 800-937-8477 (fax)

eTIPS Reseller Agreement

This Agreement by & between Health Communications, Inc (HCI) and _____ (company name or your name) (RESELLER), effective this ____ day of _____ (month), _____ (year) is as follows:

Rights Granted, Restrictions and Obligations Accepted

HCI hereby grants RESELLER a non-exclusive, non-transferable license to market and resell access to the eTIPS training program (the "Services"), pursuant to the terms of this Agreement.

RESELLER shall market and resell the Services solely through the terms of HCI's standard agreement ("Services Agreement"). RESELLER agrees to implement the eTIPS training program as prescribed by HCI in the Services Agreement and as otherwise directed by HCI from time to time.

HCI will provide all resources required by the eTIPS training program for eTIPS delivery, administration, and support no later than 10 business days following the effective date of this agreement. Specifically, HCI's obligations are provision of: (a) a customized link and unique registration code to the eTIPS training program and (b) a Certification Manager Log-in for RESELLER. HCI shall fulfill all access to the eTIPS training program, maintain all student records, process all credit card transactions, process and distribute certificates to passing students, provide certification reporting and perform all other tasks necessary to support the use of the eTIPS training program. HCI expressly reserves the right to revoke the certification of any trainer or participant in the event the trainer or participant fails to maintain the quality control standards of the eTIPS training program. All fulfillment is subject to approval by HCI which shall not be unreasonably withheld.

The RESELLER shall market and promote the eTIPS training program to select customers, and require such customers to submit the appropriate referral code or web link to identify the RESELLER.

The terms of this agreement are strictly confidential. Both parties agree to maintain the confidentiality of the terms of this agreement in the same manner as they protect their confidential information of like substance and importance.

RESELLER acknowledges and agrees that the eTIPS training program user documentation and training materials and all copies thereof ("Materials") constitute valuable trade secrets of HCI or intellectual property, copyrighted material and proprietary and confidential information of HCI and title thereto remains in HCI. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Materials are and remain in HCI. All other aspects of the Materials, including without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of HCI and shall not be reproduced, copied, used, sold, revealed, disclosed or otherwise communicated, directly or indirectly, by RESELLER to any person, company or institution whatsoever other than for the purposes set forth herein. The right granted hereunder does not transfer to RESELLER or end user or customer any right, title or interest to any Materials. It is expressly understood that HCI shall retain all right, title, and interest, and all intellectual property rights, including, without limitation, all copyrights, trade secrets, and any other intellectual property and proprietary rights to Materials. This Agreement does not grant RESELLER, end users or customer any rights in Materials, or in any improvements, modifications, enhancements or updates to Materials, whether authorized or unauthorized and prohibits RESELLER from reverse engineering, disassembly or decompilation of the Materials.

Covenants of RESELLER

RESELLER covenants that it has all necessary power and authority to enter into the terms of this Agreement and knowingly and willingly enters into this Agreement and all terms and conditions hereof. RESELLER covenants that it will (i) refrain from deceptive, misleading or unethical practices related to the Services and Materials; (ii) make no false or misleading representations with regard to the Services and Materials; and (iii) refrain from publishing or employing, or cooperating in the publication or employment of, any misleading or deceptive advertising material with regard to the Services and Materials. RESELLER covenants that it will not knowingly do anything or take any act in conflict with the terms of this Agreement or its obligations hereunder.

RESELLER covenants that it will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its undertakings with respect to the Services and Materials.

Except as expressly provided herein, RESELLER will pay all costs and expenses incurred in the performance of RESELLER's obligations under this Agreement.

HCI'S Limited Warranty

HCI provides the Materials, including the eTIPS training program, on an "AS-IS" and "AS-AVAILABLE" basis. HCI makes no warranty or guarantee that eTIPS training can prevent intoxication or any issues or problems associated with intoxication. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. HCI DOES NOT WARRANT THAT USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE FUNCTIONS CONTAINED IN PRODUCTS WILL MEET END USERS' REQUIREMENTS.

Limitation of Liability

THE LIABILITY OF HCI FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO MONETARY DAMAGES, AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR SERVICES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID TO HCI FROM WHICH THE DAMAGE AROSE. THE WARRANTIES GRANTED TO RESELLER HEREIN ARE PERSONAL TO RESELLER AND SHALL NOT ACCRUE TO ANY THIRD PARTY INCLUDING ANY END USER. UNDER NO CIRCUMSTANCES SHALL HCI BE LIABLE FOR WARRANTIES GRANTED BY RESELLER IN EXCESS OF THOSE GRANTED TO RESELLER HEREIN OR TO THE END USER OR CUSTOMER BY THE SERVICES AGREEMENT. NO PARTY SHALL BE LIABLE TO ANOTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reliance on Disclaimers

RESELLER acknowledges that HCI has set their prices and entered into this Agreement in reliance on the limited warranty, disclaimers of warranty and the limitations of liability and disclaimers of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

Revenue Sharing & Payments

HCI shall pay the RESELLER 40% (forty percent) of all gross course registration fees directly generated from the RESELLER's marketing and promotional efforts. The RESELLER will be credited for the registration fee ONLY when a participant uses the RESELLER's unique referral code and/or when a participant uses a unique embedded web link assigned by HCI. HCI cannot issue credit for a participant who registers for and completes eTIPS training without using the RESELLER's assigned referral code or web link. In addition, any pre-contracted corporate clients of HCI who utilize eTIPS via a valid Promotional Code issued them by HCI as a part of their corporate client status, on the eTIPS payment screen of the RESELLER's web link or in combination with a referral code will not be credited to the RESELLER.

HCI shall make payments to the RESELLER no later than the twentieth (20th) day of each month for the RESELLER's share of the revenue collected from the previous month for the eTIPS training program access.

Please note that the RESELLER must accrue at least \$50.00 (fifty dollars) before a credit will be made and/or a check will be issued.

HCI will set the retail price for eTIPS training program access. The RESELLER cannot sell eTIPS training program access above or below the set retail price.

RESELLER shall keep as complete and accurate records as technically possible of all distribution of eTIPS training program access provided and all use and distribution of RESELLER's unique referral code and unique embedded web link assigned by HCI. These records shall include, without limitation, date of sale and the complete name, address, and other contact information for each end user (the "Records"). RESELLER will be given access to Certification Manager, an online data management system that shall clearly set forth the following information for all registrants that use the RESELLER's embedded web link and/or code: (a) course registrations; (b) data on each student that completed the course. RESELLER will maintain, for at least two (2) years after expiration or termination of this Agreement, its Records, contracts and accounts relating to the activities under this Agreement, and will permit examination thereof by authorized representatives of HCI at all reasonable times during the term of this Agreement and for such two (2) year period thereafter.

Term

The term of this agreement shall commence on the date hereof and shall continue, unless sooner terminated as provided herein, for one (1) year and thereafter shall renew for an additional one (1) year term unless either party provides the other party within thirty (30) days prior written notice of the termination.

Termination

This agreement may be terminated by either party without cause with thirty (30) days written notice.

Miscellaneous Terms and Conditions

Independent Contractors. RESELLER is an independent contractor of HCI and shall so represent itself to all other parties. RESELLER, its contractors, subcontractors, agents, and employees shall not be deemed to be employees of HCI by operation of this Agreement. There is no relationship of partnership, agency, employment, franchise, or joint venture between RESELLER and HCI. RESELLER has no express or implied right or authority to bind HCI or to incur any obligation on behalf of HCI.

Assignment. HCI may assign its rights under this Agreement, provided that the assignee shall agree in writing to assume all of HCI's obligations hereunder and further provided that HCI gives prior notice of such assignment to RESELLER. Such assignment shall discharge HCI from any further obligation hereunder. RESELLER shall not assign its rights under this Agreement without the prior written consent of HCI, which consent shall not be unreasonably withheld.

Force Majeure. No party shall be responsible for failure of performance due to causes beyond its control, including, but not limited to, acts of God or nature, labor disputes, actions of any Government agency, and shortage of materials.

Proprietary Markings and Trademarks. RESELLER shall display all proprietary legends included with the Products or as otherwise reasonably requested by HCI. The use of HCI's trademark(s), brand-names and other notices of proprietary rights shall be in the manner reasonably specified by HCI from time to time. RESELLER agrees not to alter, erase, deface or overprint any such notice on anything provided by HCI. RESELLER also will include the appropriate trademark notices when referring to any of HCI's trademarks in advertising and promotional materials. Subject to the restrictions herein, HCI hereby grants to RESELLER a limited, revocable license to use HCI's trade names, trademarks, service marks, logos and designations which are associated with the eTIPS training program solely in connection with RESELLER's activities permitted under this Agreement. RESELLER shall submit to HCI for approval, prior to use, distribution, or disclosure, any advertising, promotion, or publicity in which the trade names, trademarks, service marks, logos or designations of HCI are used. HCI shall have the right to require, at its sole discretion, the correction or deletion of any misleading, false or objectionable material from any such advertising, promotion or publicity. RESELLER has paid no consideration for the use of HCI's trademarks, trade names, logos, or designations, and nothing contained in this Agreement will give RESELLER any ownership right, title or interest in any of them other than as explicitly set forth herein. RESELLER acknowledges that HCI

owns and retains all trademarks, trade names, logos, designations, copyrights, patent and moral rights in or associated with the eTIPS training program, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any trademark, trade name, logo, designation or copyright belonging to or licensed to HCI (including, without limitation, any act or assistance to any act, which may infringe or lead to the infringement of any of HCI's proprietary rights). RESELLER will not have or acquire by virtue of this Agreement or otherwise any vested, proprietary or other right in the promotion of the eTIPS training program or in "goodwill" created by its efforts hereunder. All such "goodwill" shall accrue to HCI. Upon expiration or termination of this Agreement, RESELLER will immediately cease all display, advertising and use of all of HCI's trademarks, trade names, logo or designations and will not thereafter use, advertise or display any trademark, trade name, logo or designation which is, or any part of which is, similar to or confusing with any trademark, trade name, logo or designation associated with HCI.

Jurisdiction and Venue. RESELLER acknowledges that this agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia. Any suit hereunder may be brought in the state courts in Arlington County, Virginia, and RESELLER hereby submits to the personal jurisdiction and venue therein.

Notices. All notices required or permitted to be given by one party to the other under this agreement will be honored if sent by certified mail, return receipt request, express courier, or facsimile to the parties at the following addresses or to such address as designated by a party in writing:

HCI:
Health Communications, Inc.
1400 Key Blvd, Suite 700
Arlington, VA 22209
Fax: 800-937-8477

RESELLER:

(company or name)
(street address)
(city, state, zip)
(Fax)

Waiver and Modification. The waiver by any party of any default by another party shall not waive subsequent defaults of the same or different kind. This Agreement may not be modified except in writing, signed by an officer of HCI and a duly authorized representative of RESELLER.

Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

Entire Agreement. This Agreement is the complete and exclusive statement of the understanding of the parties, and supersedes all other prior representations between them, whether oral or written, relating to the subject matter of this Agreement.

Section Headings. Section headings are for purposes of convenience and shall not be considered part of this Agreement.

The party executing this Agreement on behalf of RESELLER represents and warrants that he or she has been duly authorized under RESELLER's charter documents and applicable law to execute this Agreement on behalf of RESELLER.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date specified below.

HCI:
Health Communications, Inc.

RESELLER:
(Company)

Trevor Estelle
Vice President of Sales & Marketing

(date)

(Signature)
(print name)
(title)
(date)

PLEASE NOTE THAT HCI WILL NOT SIGN THE AGREEMENT UNLESS A COMPLETED W-9 IRS TAX FORM ACCOMPANIES THIS DOCUMENT