

AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is effective as of _____ (the "Effective Date"), by and between PIHMA College and Clinic and its affiliate American Medical College of Homeopathy (AMCofH) at PIHMA Center for Professional Education & Development (CPED), collectively called "PIHMA, and _____ - ("_____").

RECITALS

WHEREAS, PIHMA and _____ desires to enter into this Agreement for their mutual benefit around certain programs that each of them conducts on the terms and conditions set forth herein; and

WHEREAS, each party has the qualifications and experience necessary to perform in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Affiliate Arrangement. The parties may, upon mutual agreement, engage in one or both of the following arrangements (each, an "Affiliate Arrangement"):

(a) The AMCofH at PIHMA CPED 3-year Homeopathic Practitioner Program, 150- Hour Clinical Homeopathy Program and/or 40-Hour Acute Care Course

- _____ will be an affiliate of 3-year Homeopathic Practitioner Program, 150- Hour Clinical Homeopathy Program and/or 40-Hour Acute Care Course
- PIHMA will include _____'s logo and a link to _____'s website on the program website.
- Any purchases of the program through _____'s site will be discounted ten percent (10%) and _____ will receive 10% percent of the cost of the programs received by PIHMA for program purchases through the _____ site, payable only after monies are received from said purchasing students, and at end of each semester.

Section 2. Use of Trade Names. Each party recognizes the other's right, title, and interest in and to all service marks, trademarks, and trade names used by it and agrees that no rights are given in or to such information except the right to link logos described above. Each party represents and warrants that it has the full right to use, and permit the other party to use, its logo as contemplated in this Agreement.

Section 3. Term; Termination. This Agreement shall commence on the Effective Date and continue until either party gives the other ten (10) days written notice of its intention to terminate. Upon termination of this Agreement, each party shall pay the other any amounts owed through the effective date of the termination

Section 4. Relationship of the Parties. The parties agree that the relationship created by this Agreement shall be that of independent contractors and that neither party shall be construed as an employee of the other in any matter under any circumstances or for any purposes whatsoever.

Section 5. Notices. Any notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if sent by the United States Postal Service by certified

mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight carriers. All notices or communications shall be addressed as set forth in the signature page below.

Section 6. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. No provision of this Agreement will create, or be deemed to create, any legal or equitable right in any person not a party to this Agreement or give any such person any claim against any party to this Agreement that such party would not have but for this Agreement. This Agreement is to be governed by and construed under the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. This Agreement may be executed in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart. All such executed counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound the parties do hereby agree as of the Effective Date:

PIHMA

By:_____

Title: _____

Address:
301 E Bethany Home Rd Suite A-100,
Phoenix, AZ 85012

Attn.:
Catherine Niemiec, JD, LAc.
President & CEO

COMPANY NAME

By:_____

Title:_____

Address:

Attn.:_____