NBHWC

Ambassador Program Agreement and Release

This Ambassador Program Agreement and Re;ease (the "**Agreement**") is entered into as [the Effective Date] identified below ("Effective Date"), by and between the National Board for Health & Wellness Coaching, a Section 501(c)(6) nonprofit organization (the "NBHWC"), and the undersigned (the "**Ambassador**", and together with NBHWC, the "Parties").

1. Volunteer

Ambassadors desire to voluntarily participate in NBHWC Ambassador Program, (the "Program") under the terms outlined in this Agreement and Addendum A: Ambassador Guidelines (the "Guidelines"), which is hereby incorporated by reference. In exchange for being allowed to participate in the Program as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which Ambassador acknowledges, hereby freely, voluntarily, and without duress executes this Agreement and agrees to the terms of this Agreement.

2. Nature of Relationship

a. Ambassador shall serve as a **volunteer**, and for avoidance of doubt, is **not** an employee, agent, or legal representative of NBHWC.

b. Ambassador will not receive payment, salary, or wages

c. Participation in the Program may include non-monetary benefits, including but not limited to recognition, NBHWC branded products of nominal value, and speaking opportunities, at NBHWC's discretion.

3. Ambassador Responsibilities

Ambassador agrees to:

a. Promote the **National Board-Certified Health and Wellness Coach (NBC-HWC)** credential and NBHWC programs in alignment with NBHWC's mission and standards as described or directed by NBHWC

b. Comply with **brand, communication, and ethical standards** outlined in the guidelines.

c. **Accurately represent NBHWC** and the NBC-HWC credential and refrain from making claims outside of the language approved by NBHWC.

d. **Comply with applicable laws and regulatory requirements**, including but not limited to:

    i. **The Federal Trade Commission ("FTC") Endorsement Guidelines**, which require clear and conspicuous disclosure of your relationship with NBHWC. These requirements are detailed in the Guidelines.

ii. **The Health Insurance Portability and Accountability Act ("HIPAA")** and all applicable United States or international data protection and privacy laws.

iii. NBHWC's published **explanation of the role of** health and wellness coaches, located at: https://nbhwc.org/scope-of-practice/ (the "Scope of Practice").

4. Confidentiality

a. Ambassadors may receive access to confidential or proprietary NBHWC materials or communications. ("Confidential Information"), including but not limited to internal communications, training materials and unpublished content. During and after the Term, as defined below, Confidential Information must not be shared, published, or used for personal gain.

b. Ambassadors are expected to **maintain discretion** around any private, organization-specific, or coach/client-related information.

c. Any **client testimonials** or examples must not include Protected Health Information (PHI) and must adhere to HIPAA and data privacy rules.

d. NBHWC reserves the right to require Ambassadors to sign a **separate Confidentiality Agreement**, as it deems necessary.

5. Content & Media Use

a. Ambassadors may only use NBHWC-provided logos, templates, and assets (the "NBHWC IP") as directed by NBHWC. Such allowances and restrictions are outlined in the Guidelines.

b. Any self-created content referencing NBHWC requires prior written approval by NBHWC before publication.

c. Ambassadors may not:

i. Alter NBHWC IP or distribute unofficial materials.

ii. Speak on behalf of NBHWC, including but not limited to speaking about NBHWC policies, certifications, or decisions without written approval.

iii. Offer medical, prescriptive, or diagnostic advice, or promote products, services, or supplements without NBHWC review and written consent.

6. Speaking Engagements and Representation

All public speaking engagements, podcast appearances, webinars, panels, workshops, conferences, or interviews where Ambassador mentions NBHWC or refers to themselves as an Ambassador must be submitted at least ten (10) business days in

advance for written pre-approval from an NBHWC designated representative. NBHWC shall respond to requests within (7) business days of submission and if NBHWC does not respond within such (7)-day period, the request will be deemed rejected.

7. Term & Termination

a. This Agreement begins on the Effective Date specified below and continues for a period of one (1) year (the "Term"), unless terminated earlier by NBHWC by providing written notice to the Ambassador.

b. NBHWC reserves the right, in its sole discretion, to terminate an Ambassador's status as a volunteer status at any time if Ambassador:

   i. Violates this Agreement or the Guidelines,

   ii. Acts outside the Scope of Practice,

   iii. Issues content that misrepresents NBHWC or NBC-HWC as determined by NBHWC in its sole discretion,

   iv. Fails to respond to communications,

   v. Fails to comply with applicable laws and regulations, including FTC disclosure rules,

   vi. Engages in unprofessional or harmful conduct, or

   vii. Becomes inactive in accordance with Section 8.c below.

Any such termination shall be effective immediately.

8. Inactive Status

a. NBHWC will contact inactive Ambassadors from time-to-time by email.

b. Ambassadors must respond to the email within (10) business days to confirm if they want to remain an Ambassador. If no response is received with such 10-day period, NBHWC will send a final reminder by email.

c. If no response is received, within five (5) business days after such final reminder, Ambassador may be moved to inactive status and may lose access to materials or promotional opportunities, NBHWC IP, or public listings, and/or NBHWC may terminate Ambassador's status as a volunteer in accordance with Section 7.b.

9. Intellectual Property & Branding

a. NBHWC retains all rights NBHWC IP.

b. Ambassadors may use NBHWC IP only in accordance with this Agreement and the Guidelines, and for the sole purpose of performing their responsibilities as Ambassadors.

c. No NBHWC IP may be adapted or rebranded without the prior written consent of NBHWC

10. Assumption of Risk

By entering into this Agreement, Ambassador acknowledges that their participation in the activities related to being a volunteer of NBHWC ("**Activities**") is voluntarily and Ambassador has considered the potential risks related to such Activities. Ambassador hereby expressly and specifically assumes all risks, both known and unknown, in connection with the Activities including any and all risk of injury, harm, or loss, that Ambassador may incur as a result of Ambassador's participation in the Activities.

11. Release and Waiver

Ambassador fully and forever releases and discharges NBHWC from, and expressly waives, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from participation in the Activities. Ambassador agrees not to make or bring any such claim or demand against NBHWC, and fully and forever releases and discharges NBHWC from liability under such claims or demands. AMBASSADOR UNDERSTANDS THAT THIS RELEASE DISCHARGES NBHWC FROM ANY LIABILITY OR CLAIM THAT AMBASSADOR MAY HAVE AGAINST NBHWC WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF NBHWC OR OTHERWISE.

12. Insurance

AMBASSADOR UNDERSTANDS THAT, EXCEPT AS AGREED TO BY NBHWC IN WRITING, NBHWC DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF AMBASSADOR'S INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF AMBASSADOR'S PROPERTY.

13. Indemnification

Ambassador hereby agrees to indemnify, defend, and hold harmless NBHWC from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of Ambassador's negligence, recklessness, or willful misconduct in connection with Ambassador's participation in the Activities, arising out of any third-party claim.

14. Photographic Release

Ambassador understands and agrees that during the Activities, Ambassador may be photographed and/or videotaped by NBHWC for internal and/or promotional use. Ambassador hereby grants and conveys to NBHWC all right, title, and interest, including but not limited to,

any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to NBHWC's use of Ambassador’s name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

15. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NBHWC. I AM AT LEAST 18 YEARS OF AGE (IF IN ALABAMA OR NEBRASKA, 19 YEARS OF AGE; IF IN MISSISSIPPI, 21 YEARS).

Ambassador

Signature: _____ Effective Date: _____

Address: _____