

**HEARTSAFE SERVICES, INC.  
INSTRUCTOR SERVICES AGREEMENT**

This Instructor Services Agreement (the “**Agreement**”), effective as of the date first executed below (“**Effective Date**”) is between HeartSafe Services, Inc. (“**HeartSafe**”) and [INDIVIDUAL’S NAME] (“**Instructor**”). HeartSafe and Instructor are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, HeartSafe offers virtual training courses in the areas of cardiopulmonary resuscitation (“**CPR**”), first aid and the use of automatic external defibrillators (“**AEDs**”) and other life-saving courses (each a “**Course**” and, together, “**Courses**”); and

**WHEREAS**, Instructor has experience providing instruction in the areas of CPR, first aid and the use of AEDs (the “**Instructors**”); and

**WHEREAS**, Instructor wishes to offer the services for HeartSafe’s Courses, with full knowledge of HeartSafe’s goals of transparency and communication; and

**WHEREAS**, HeartSafe wishes to collaborate with Instructor, and Instructor wishes to collaborate with HeartSafe, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

**Section 1.     Responsibilities.**

1.1     Instructor will:

- a)     Provide instruction for Courses as requested in writing from HeartSafe (the “**Classes**”).

1.2     HeartSafe will:

- a)     Administer each Class and provide students with materials and access to remote connection for such instruction.
- b)     Cooperate with Instructor in scheduling training on dates and at times and locations that are mutually acceptable to HeartSafe and Instructor.
- c)     Coordinate the date, time and location of the Class and provide written confirmation of the same, as well as any related changes, to Instructor.
- d)     Contact the Instructor’s point of contact no fewer than ten (10) business days prior to any desired Class date to request training on that date.

Requests will include the name and telephone number of a point of contact for each Class location.

- a. Issue digital certificates, as applicable, for each Course participant who successfully completes all Course requirements and provides a valid, unique E-mail address.
- e) Identify the number of people to be trained at the relevant location(s) on each requested date.
- f) Compensate Instructor in the amount of \$200.00 flat fee for any Instructor regardless of class size between fifty (50) to ninety-eight (98) remote connections.

1.3 Class Scheduling and Cancellation: HeartSafe shall notify Instructor of any schedule changes or cancellations at least three (3) business days in advance of the scheduled Class time.

1.4 Instructor Expenses: Instructor shall be responsible for all usual expenses incurred by its Instructors while performing services under this Agreement. If Instructor anticipates incurring unusual expenses associated with conducting a Course, Instructor may request reimbursement for those unusual expenses. The unusual expenses must have advance written approval from both Parties prior to being recoverable from Heartsafe.

**Section 2. Intellectual Property**. Neither HeartSafe nor Instructor may use the other's name, trademarks or other intellectual property in marketing materials, press releases, presentations, or otherwise without the advance written consent of the other party, which consent may be granted or withheld in the other party's sole discretion

**Section 3. Term and Termination**.

3.1 The term (the "**Initial Term**") of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months. Prior to the end of the Initial Term and each "Renewal Term" (as hereafter defined), this Agreement will automatically extend for an additional twelve (12) month period (each, a "**Renewal Term**") unless and until either Party terminates in accordance with this Agreement. The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term."

3.2 This Agreement may be terminated by either Party upon thirty (30) days' prior written notice.

3.3 Notwithstanding the termination of this Agreement under this Section 3, specific provisions of this Agreement shall survive termination. These are Sections: 4 (Representations and Warranties); 5 (Confidentiality); 6 (Indemnification); and 8 (Miscellaneous).

**Section 4. Representations and Warranties**.

4.1 HeartSafe and Instructor each represents and warrants that: (i) it/he/she has the right to enter into this Agreement and the right to grant the rights and licenses granted herein; (ii)

it/he/she is not a Party to any other agreement, contract, or understanding that would prevent, limit or hinder its performance of this Agreement; (iii) during the Term, it/he/she will not enter into any contract, agreement or understanding which is in conflict with, or which would interfere with, the full and complete performance of any of the duties or grants hereunder; and (iv) it/he/she is not a Party to any pending claims or litigation which might affect its performance of this Agreement.

4.2 Each Party understands and agrees that no employment relationship arises between HeartSafe and Instructor in any way, shape, or form from this Agreement or the work conducted hereunder.

4.3 Except as specifically set forth in this Agreement, each Party disclaims all warranties and representations, whether express, implied, or statutory, with respect to the obligations undertaken hereunder, including without limitation, the implied warranties of merchantability, fitness for a particular purpose (even if Instructor has been informed of such purpose), or warranties arising from a course of dealing, usage or trade practice.

## **Section 5. Confidentiality.**

5.1 HeartSafe and Instructor, and either Party's affiliates, and their or their affiliates' officers, directors, trustees, employees, advisers, agents and other personnel, shall use at least the same care and discretion to prevent disclosure of Confidential Information (as hereinafter defined) of the other Party as it uses with similar Confidential Information of its own that it does not desire to disclose, but in no event with less than a reasonable degree of care. Either Party may use Confidential Information of the other Party in order to carry out its obligations hereunder, but in doing so will only allow dissemination of Confidential Information internally on a need-to-know basis (provided such persons are first informed of the confidential nature of such information and directed to use or disclose it only as permitted herein). If either Party must disclose any Confidential Information of the other Party as required by law, then that Party may make such disclosure after providing the other Party with reasonable notice so that the other Party may seek protective relief.

5.2 Nothing herein shall be construed as granting either Party any property rights, by license or otherwise, to any Confidential Information of the other Party, or to any invention or any patent, copyright, trademark, or other intellectual property right of the other Party except as specifically provided for in this Agreement. Neither Party shall make, have made, use or sell any product or service or other item using, incorporating or derived from any of the other Party's Confidential Information except as provided in this Agreement.

5.3 For purposes of this Section 5, "Confidential Information" means (1) business or technical information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret (as defined under applicable law), of or about a Party provided or made available by such Party to the other Party that is competitively or commercially valuable to that Party and not generally known or readily available by legal means to others, and (2) information regarding the existence, content or status of the business relationship described herein. Confidential Information shall not include information which: (i) at the time of disclosure, was published, known publicly, or otherwise in the public domain; (ii) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the Party receiving the Confidential Information; (iii) prior to the time of disclosure, is known by that receiving Party or, after disclosure, is independently developed by that receiving Party as evidenced by its written

records; (iv) after disclosure, is made available to that receiving Party in good faith by a third Party who is under no obligation of confidentiality or secrecy to the Party disclosing the Confidential Information; or (v) information agreed to be disclosed in accordance with Section 5 hereof.

## **Section 6. Indemnification.**

6.1 Each Party (an “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other Party (the “**Indemnified Party**”), its affiliates, and each of their directors, officers, employees, and agents from and against all claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by the Indemnified Party, relating to or arising out of the breach by the Indemnifying Party of any of its duties, obligations, representations or warranties under this Agreement.

6.2 An Indemnified Party will: (i) promptly notify the Indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the Indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the Indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the Indemnifying Party at the Indemnifying Party’s expense; and (iii) allow the Indemnifying Party to control the defense or settlement thereof. The Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

## **Section 7. Choice of Law and Arbitration.**

7.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (whether in contract, tort or statute) (“**Claim**”), shall be settled by arbitration administered by the American Arbitration Association or similar entity, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a ruling in writing, and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected through judicial review by a court of competent jurisdiction under the California Arbitration Act (California Civil Code section 1280, *et seq.*).

7.2 Claims shall be heard by a single arbitrator. Arbitrations will be held in Huntington Beach, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration shall be governed by the substantive and procedural laws of the State of California. The award of the arbitrators shall be accompanied by a reasoned opinion. The prevailing party shall be entitled to an award of reasonable attorney fees for any action under these Terms.

7.3 Notwithstanding the foregoing, for any claim that is not subject to arbitration, Instructor agrees to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within Orange County, California.

7.4 HeartSafe and Instructor agree that each may bring or participate in claims against the other only in their respective individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. Unless both HeartSafe and Instructor agree otherwise, the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated, and may not otherwise preside over any form of a representative or class

proceeding. If a claim implicates this subsection, and this subsection is found to be invalid, unenforceable or illegal by a court, such claim must be adjudicated by a court and not by an arbitrator.

## **Section 8. Miscellaneous.**

8.1 Notices. Unless otherwise agreed upon by the Parties, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as specified in writing between the Parties):

### **If to HeartSafe:**

HeartSafe Services, Inc.  
Attn: Donna Detwiler  
18685 Main Street, Suite #101-300  
Huntington Beach, CA 92648  
Phone: (714) 369-8971  
Email: [donna@heartsafeservices.com](mailto:donna@heartsafeservices.com)

### **If to Instructor:**

Attn:  
Address:  
Phone:  
Email:

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications among the Parties. This Agreement may not be released, discharged or modified except by an instrument in writing signed by the Parties.

8.3 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or Instructorship between HeartSafe and Instructor. Neither Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other. Neither Party has the authority of any kind to bind the other in any respect whatsoever. Except as specifically set forth herein, neither Party will have the power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors.

8.4 Waiver. The waiver by any Party of any breach of any provision of the Agreement by any other Party will not be construed to be a waiver of that Party's rights regarding any succeeding breach of any such provision or a waiver of the provision itself.

8.5 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination will not affect the validity or enforceability of any other part or provision of this Agreement.

8.6 Assignment. The Agreement is not assignable, transferable or sublicensable, in whole or in part, by Instructor except with HeartSafe's prior written consent. Any attempt to do so

is void. HeartSafe may assign the Agreement, in whole or in part, at any time with or without notice to Instructor.

8.7 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.8 Signature; Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**HEARTSAFE SERVICES, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**[INSTRUCTOR]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_