

Live Well With Christina, LLC

TERMS & CONDITIONS

DEFINITIONS. The term "this Agreement", shall include this engagement letter, any amendment, extension or renewal thereof.

- 1. INDEPENDENT CONTRACTOR.** It is the parties intention that Live Well with Christina, LLC shall have an independent contractor status and not be an employee of Client for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Client shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Client in any manner, unless specifically authorized to do so in writing.
- 2. ATTORNEY'S FEES AND COSTS.** In case suit or action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party therein shall be awarded reasonable attorney's fees and costs incurred in connection with such suit or action, plus such sums as may be adjudged reasonable for that party's attorney fees incurred prior to and throughout such suit or action.
- 3. COMPENSATION.** All payments are due and payable upon receipt of billing statements issued by Live Well with Christina, LLC.
- 4. RESOLUTION OF DISPUTES.**

 - 4.1 MEDIATION.** The parties shall first attempt in good faith to resolve all disputes arising out of or concerning this Agreement by mediation. Any party desiring mediation may initiate the process by giving the other party a written "Request to Mediate," describing the issues involved and inviting the other party to join with the calling party to name a mutually agreeable mediator and a timeframe for the mediation meeting. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. If any dispute cannot be resolved by mediation, or if either Party refuses to mediate, or the parties are unable to agree upon the selection of a mediator or establish a timeframe for the mediation within four (4) days of the delivery of a written Request to Mediate, then the dispute shall be submitted to binding arbitration as provided herein.

- 4.2 ARBITRATION.** Any controversy, claim, or dispute arising out of or relating to this Agreement or alleged breach hereof shall be resolved by binding arbitration by one arbitrator pursuant to RCW 7.04. et. seq. If the parties fail to agree on selection of an arbitrator, any party may petition the presiding judge of the Superior Court of King County, Washington, to appoint an arbitrator. Thereafter, the arbitrator shall permit a period of open and free discovery, including taking of depositions, and will promptly conduct an arbitration hearing. It is the intent of the parties hereto that any arbitration hearing be conducted within ninety (90) days of the appointment of the arbitrator. The arbitrator shall have broad authority to fashion any legal or equitable remedy, including the authority to award specific performance. The arbitrator will render a final and binding decision within ten (10) days of conclusion of the arbitration hearing. After an arbitration award is made by the arbitrator, it may be entered in any court of competent jurisdiction and will constitute a final adjudication of all matters submitted to arbitration.
- 5. LIMITATION OF LIABILITY.** UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF LIVE WELL WITH CHRISTINA, LLC IS LIMITED TO THE AMOUNT OF THE PROGRAM FEE PAID BY CLIENT UNDER THIS AGREEMENT. IN NO EVENT SHALL LIVE WELL WITH CHRISTINA, LLC BE LIABLE FOR LOSS OF PROFITS, REVENUE DATA OR USE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. NOTICES.** Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed to the parties address stated above and stamped with the required postage.
- 7. INDEMNITY AND HOLD HARMLESS.** Client agrees to indemnify and hold harmless Live Well with Christina, LLC and any of its members, managers, officers and employees from any and all claims, expenses, judgments and costs incurred by Client resulting from any audit, investigation, or other claim made by any third party concerning the professional services performed or supervised by Live Well with Christina, LLC. in connection with this Agreement. This indemnity and hold harmless obligation shall survive the termination of this Agreement.
- 8. TERMINATION.** Either party may terminate this Agreement, upon seven (7) calendar days' advance written notice to the other party. Notwithstanding the termination of this Agreement for any reason, all obligations contained in this Agreement shall remain in full force and effect, for a period of six (6) years thereafter, or as otherwise specified.
- 9. NONWAIVER.** The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of such party is right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

10. SEVEREABILITY. If any part of the terms and conditions stated herein is held void or unenforceable, such part will be treated as severable, leaving valid the remainder of the terms and conditions.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein, and specifically with respect to the services set forth in any applicable Schedule. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties