



**Consulting Agreement
(the "Agreement")**

1. **Independent Contractor:** (a) The undersigned trainer (the "Trainer") is an independent contractor. (b) Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. Neither party shall have any right, power or authority to act or create any obligation on behalf of the other party. (c) Trainer shall in no sense be considered an employee or an agent of BLI, shall not be entitled or eligible to participate in any benefit programs offered by BLI or otherwise obtain any benefits or privileges given or extended by BLI to its employees, and shall not be deemed an employee of BLI for purposes of Federal or State withholding taxes, FICA taxes and Unemployment Benefits, or otherwise. Trainer will make all required FICA and Unemployment contributions due on behalf of itself and its employees. (d) Trainer warrants that no other party has exclusive rights to its services in the areas specified in this Agreement and that Trainer is in no way compromising any right or trust relationship between any other party and Trainer. (e) Trainer agrees and confirms that the act of entering into this Agreement and Trainer's performing the services hereunder (the "Services") will not create a conflict of interest for Trainer or for BLI.
2. **Fees.** Trainer will be compensated for performing Services as a trainer at the rate agreed upon by the parties for each Seminar (as defined below). Trainer will invoice the Company and the Company will issue payment to Trainer in accordance with the Company's standard invoicing and payment practices in effect from time to time. Notwithstanding anything herein to the contrary, and without limiting any other rights or remedies available to the Company, in the event that Trainer agrees to perform Services at a Seminar and either (a) cancels the Services with respect to such Seminar without providing the Company notice of such cancellation at least five (5) business days in advance of the start time of such Seminar; or (b) without providing notice to the Company, fails to attend and perform the requisite Services at such Seminar, then (x) Trainer shall be obligated to compensate the Company for the damages suffered by the Company, as determined in its reasonable discretion, due to Trainer's failure to perform the Services at the applicable Seminar, with such damages being in an amount not less than the amount of the fee(s) that the Company would otherwise have charged the applicable client for such Seminar; and (y) the Company may, at its election in its sole and absolute discretion, terminate this Agreement for Trainer's material breach hereof. With respect to the preceding sentence, the parties acknowledge and agree that the Company shall be permitted to offset any amount owed by Trainer to the Company pursuant to the preceding sentence against any amount that is owed or otherwise becomes payable by the Company to Trainer hereunder, and further that the payment by Trainer to the Company of damages in an amount equal to the fee(s) that the Company would otherwise have charged for such Seminar is a reasonable estimation of the damages suffered by the Company under the circumstances and is not intended to be, and should not be construed as, a penalty.
3. **Proprietary Information:** (a) Trainer will not make or permit the making of video or sound recordings of any seminar or training session (each a "Seminar"), or portion thereof. (b) Trainer will not, during or after the term of this Agreement, publish, disclose or utilize in any manner any information that is part of a BLI curriculum or otherwise provided by BLI to Trainer, including without limitation any information that is marked "Proprietary", "private", "company private", or which may be proprietary to or a trade secret of BLI obtained by Trainer while rendering Services to or on behalf of BLI (collectively, the "Seminar Materials"), all such information to be held as strictly confidential by Trainer. (c) Trainer will require its employees, if any, to execute suitable non-disclosure agreements to support the foregoing provisions. (d) Upon termination or expiration of this Agreement, Trainer will return to BLI all materials supplied by, or obtained from BLI (including but not limited to drawings, specifications, and descriptions) along with any copies made thereof and shall turn over to BLI all materials developed or written by Trainer in the performance of this Agreement along with any copies thereof. (e) Trainer shall not disclose or advertise in any manner the nature of the Services to be performed under this Agreement, the terms of this Agreement, or the fact that it has entered into a consulting arrangement with BLI unless, and then only to the extent, necessary to perform the Services specified in this Agreement or unless and to the extent authorized in writing by BLI.
4. **Non-Exclusive License:** BLI grants Trainer a limited, non-exclusive license to use the Seminar Materials solely in conjunction with Services rendered by Trainer to BLI clients as an independent contractor under this Agreement.
5. **BLI furnished materials:** Any materials furnished by BLI to Trainer will be so furnished solely for use by Trainer in performing the Services hereunder, and title thereto shall at all times remain with BLI. Exempting reasonable wear and tear, Trainer agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for. If requested by BLI, Trainer further agrees to procure a policy or policies of insurance in form satisfactory to BLI, insuring the BLI-owned and supplied property used by Trainer

against loss or damage.

6. License Grant: Seminar Materials may only be used as part of a BLI Seminar. You may not change or alter copyrighted Seminar Materials or mix or combine them with other materials without prior written permission from BLI. Notwithstanding the above, you may, at your discretion, exclude individual handouts or power point slides included with the Seminar Materials as appropriate. Any use of the Seminar Materials except as specifically described above is unauthorized and constitutes a violation of this Agreement.
7. Periodic reports: Trainer will provide written, periodic reports which relate to the Services provided by Trainer, the frequency and form of such reports to be as requested by BLI.
8. Non-Compete/Non-Solicit. Trainer shall not, during the term of this Agreement and for a period of one (1) year following its termination for any reason, directly or indirectly, on behalf or for the benefit of Trainer or any third party, solicit BLI clients to provide, or otherwise provide to BLI clients, any services that are the same or similar to the services provided by BLI to its clients. In the event a BLI client expresses interest in seminar topics other than those being delivered by Trainer to such client pursuant to this Agreement (including, without limitation, seminars not currently developed and marketed by BLI), Trainer agrees to refer the client directly to BLI so that BLI may itself provide any such information. If BLI decides not to fulfill a particular seminar request from its client, it will consider a request from Trainer, on a case-by-case basis and in BLI's sole and absolute discretion, to grant permission under this Agreement for Trainer to deliver such seminar for the client on Trainer's own behalf.
9. Performance Warranties: Trainer warrants that Trainer possesses the training and qualifications necessary to furnish the Services identified in this Agreement in a professional and workmanlike manner, and that he/she will use its best efforts to furnish the Services and that the Services will be furnished in a manner consistent with industry standards. Trainer will at all times comply with the Independent Contractor Policies and Procedures set forth in Exhibit A hereto, as may be amended from time to time.
10. Expenses: All costs and expenses of Trainer performing the services hereunder, and all office supplies, equipment, clerical and other non- consulting personnel, will be supplied by Trainer at its own expense.
11. Taxes: BLI shall not be liable for any Federal, State, or Local taxes for on or behalf of Trainer.
12. Indemnification; Limitation of Liability: Trainer will indemnify, defend and hold BLI and its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, damages, liabilities, judgments, interest, awards, penalties, fines, costs and expenses of whatever kind (including reasonable attorneys' fees) arising out of or relating to (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; and (b) your breach of any representation, warranty or obligation under this Agreement. The aggregate liability of BLI to Trainer hereunder, regardless of the cause of action or basis thereof, shall be limited to the amounts paid or payable by BLI to Trainer under this Agreement in the one (1) year period preceding the event that gave rise to the applicable claim.
13. Dispute resolution: Before bringing any action or other proceeding arising from or relating to this Agreement, Trainer will promptly notify BLI of the dispute. No such action will be brought by Trainer against BLI until: (a) senior management of both parties conduct a study of the dispute or disagreement; (b) a meeting between the parties is held to try to resolve the dispute; and (c) if after such meeting takes place, one of the parties sends a letter to the other stating it is unable to resolve the matter in dispute.
14. Termination: Either party shall have the right to terminate this Agreement, with or without cause, upon written notice to the other party. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which BLI may have against Trainer. BLI's sole obligation in the event of termination shall be to reimburse Trainer for Services actually performed by Trainer up to the effective date of such termination. Termination of this Agreement will not relieve Trainer of its required continuing compliance with the provisions of this Agreement except for the rendering of Services.
15. Compliance with Applicable Laws: Trainer warrants that it will comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement.
16. Notices: All notices allowed or required by this Agreement will be in writing and be delivered or mailed to the address identified in this Agreement.
17. Successors: All covenants, stipulations and promises in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Trainer does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of BLI. Any prohibited assignment will be null and void.
18. Governing Law; Jurisdiction: This Agreement will be governed and construed pursuant to the laws of the State of New York. Subject to Section 12 hereof, each of BLI and Trainer agree that any dispute arising under or relating to this Agreement or Trainer's performance of the Services hereunder shall be submitted only to the state or federal courts located in the State of New York, County of New York, and each party hereby irrevocably submits to such exclusive jurisdiction for purposes of resolving any dispute hereunder.
19. Waivers: No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.
20. Amendments: This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except in a writing

signed by both BLI and Trainer.

21. Entire Agreement: This Agreement, including the Exhibits attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the Services.

BALANCING LIFE'S ISSUES, INC.

WENDY WOLLNER, President

DATE

TRAINER Signature

DATE

TRAINER (PRINT NAME)

EXHIBIT A to BLI Consulting Agreement – Terms and Conditions
Independent Contractor Policies and Procedures

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

Trainer hereby represents and warrants that it will comply with all of the following policies and procedures with respect to its performance of its obligations under the Agreement:

The Trainer shall:

1. Understand and appropriately represent the role of the EAP, as well as briefly explain to seminar participants the role of the EAP if and when necessary;
2. To the extent reasonably possible, be knowledgeable regarding the reason the EAP or client chose the applicable Seminar topic, and the attendees that will be participating in the Seminar (i.e., Directors, officers, employees, contractors, new hires, etc.);
3. Be on site for all Seminars at least thirty (30) minutes prior to the start time of the Seminar (or, if the Seminar is being provided through the internet, be logged onto the applicable website and available to answer questions at least thirty (30) minutes prior to the start time of the web-based Seminar);
4. Be dressed in business attire at all times when providing Seminars or otherwise meeting in person with any representatives of an EAP or any client;
5. Schedule and participate in a live telephonic pre-call with each client prior to the applicable Seminar, for purposes of discussing logistics with the client and addressing any other questions or concerns the client may have to convey;
6. Ensure that all communications regarding an EAP or other client are directed to the correct BLI account manager responsible for such EAP or other client;
7. Prepare in advance for each Seminar, including without limitation reviewing all applicable course materials and rehearsing the Seminar as necessary or appropriate;
8. Be prepared with back-up materials, including a back-up laptop and PowerPoint presentation, in the event that the primary materials are not available or are not in working order at the time Trainer arrives at the Seminar site;
9. Should any participants raise concerns of any kind, collect the details of the concern as appropriately as possible and convey all such information to BLI and to the EAP or other client as soon as reasonably possible; and
10. Forward all evaluations received subsequent to the Seminar to the applicable BLI account manager.

The Trainer shall **not**:

1. Mention BLI during any Seminars or to any clients or employees or other representatives of any client, it being understood that BLI operates in the “background” and that the EAP is the front-facing provider of the Seminar-related services;
2. Solicit any work, services or other business from any EAP or client, or any representative or other person affiliated with any EAP or client, or accept work from any of the foregoing entities or individuals;
3. Promote your personal services to an EAP or client, or any EAP’s or client’s representatives, including without limitation by circulating or otherwise making available any marketing materials or business cards;
4. Discuss the rates paid to Trainer under this Agreement with any person other than an authorized representative of BLI;
5. Modify, or attempt to modify, any of the dates, times or topics associated with any Seminar except with the express consent of BLI;
6. Accept any assignments to perform Services or teach Seminars on topics that are not within your area of expertise or otherwise consistent with your prior work experience;
7. Be unprofessional (i.e., leaving your phone on, arriving late, eating during the training, etc.), judgmental or unprepared in any fashion.