



Consulting Agreement – Terms and Conditions

- 1. Independent Contractor:** (a) 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, nor shall it be entitled or eligible to participate in, and benefits or privileges given or extended by BLI to its employees, or 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 that the act of entering into this Agreement and performing the Services hereunder will not create a conflict of interest for Trainer or for BLI.
- 2. Proprietary Information:** (a) Trainer will not make or permit the making of videotapes or sound recordings of any 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 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 BLI/Ceridian, except such information that is otherwise properly published or in the public domain; provided, however, that information which is published by or with the aid of Trainer contrary to this Agreement is not considered to have been properly published nor to be in the public domain for purposes hereof. (c) If applicable, Trainer will require its employees 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/Ceridian 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 the BLI Monitor..
- 3. Non-Exclusive License:** BLI grants Trainer a limited, non-exclusive license to use the Curriculum but only in conjunction with Services rendered by Trainer to BLI customers as an independent contractor under this Agreement.
- 4. BLI furnished materials:** Any materials furnished by BLI (including but not limited to Ceridian materials) on other than a charge basis in connection with the Agreement will be deemed bailed to Trainer for mutual benefit, and title thereto shall at all times remain in BLI/Ceridian. 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 the BLI monitor, 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.
- 5. License Grant:** It is BLI expectation that the delivery of a BLI seminar topic and the integrity of the Curriculum's content will remain predominantly intact. Therefore, Seminar Materials may only be used as part of a BLI/Ceridian Seminar. You may not change or alter copyrighted Seminar Materials or mix or combine them with other materials without prior permission from BLI. Notwithstanding the above, you may, at your discretion, exclude individual handouts or power point slides as appropriate. Any use of the Curriculum except as specifically described above is unauthorized and constitutes a violation of this License.
- 6. 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 the BLI Monitor.
- 7. Non-Compete/Conflict of Interest:** Trainer will not solicit BLI customers for any services provided by Trainer which are identical or similar to the services furnished to that customer under this Agreement or by BLI during and for a period of not less than 2 years after the termination of this Agreement. In the event a BLI client expresses interest in seminar topics other than those which have been requested to be delivered under this Agreement (including, without limitation, seminars not currently developed and marketed by BLI) Trainer agrees to refer 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 notify you, on a case-by-case basis, that it is granting permission under this Article for Trainer to deliver such seminar for that client on your own behalf.

8. Performance Warranties: Trainer warrants that Trainer possesses the training and qualifications necessary to furnish the Services identified in this Agreement. Trainer warrants 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.
9. Expenses: Except as set forth in this Agreement, all costs and expenses and office supplies, equipment, clerical and other non-consulting personnel, will be supplied by Trainer at its own expense.
10. Taxes: BLI shall not be liable for any Federal, State, or Local taxes unless separately billed as an identified invoice line item.
11. Indemnification: Trainer will indemnify and hold BLI harmless from (1) any claim alleging that the Services violate any third party's patent, trade secret, copyright, or other intellectual property right, (2) any claim alleging that personal injury or physical property damage was caused by Trainer and (3) any breach of this Agreement. Such indemnification shall include all costs and attorneys' fees incurred by BLI. Any liability of BLI to Trainer shall be limited to the payment of the fees and expenses identified in this Agreement.
12. Dispute resolution: Before bringing any action or other proceeding ("action"), Trainer will promptly notify BLI, Inc. of the dispute. No "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.
13. Termination: BLI shall have the right to terminate this Agreement by seven (7) days written notice. 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.
14. Compliance with Applicable Laws: Trainer warrants that it will comply with all applicable federal, state and local laws.
15. 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.
16. 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.
17. Governing Law: This Agreement will be governed and construed pursuant to the laws of the State of New York.
18. 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.
19. Amendments: This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part,
20. 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 KAUFMAN, President

DATE

TRAINER Signature

DATE

TRAINER (PRINT NAME)