



Standard Terms and Conditions

1. APPLICATION

1.1. All products and services are furnished by Life-XT, LLC ("Life-XT") only on the terms and conditions stated herein.

1.2. Client's terms and conditions in any order documentation, preprinted or otherwise, shall not apply.

1.3. These standard terms and conditions are deemed to be accepted at the latest upon delivery of the products.

1.4. Client acknowledges that this is a commercial and not a consumer transaction.

1.5. While Life-XT will provide a broad range of services to assist Client and Client's representatives engaging with Life-XT's products and services ("Participants"), Life-XT's employees, agents and contractors are not necessarily licensed psychologists, therapists, clinical social workers, marital or family counselors, or other medical or counseling professionals. Life-XT's services and products are not a substitute for psychological counseling, therapy, or professional healthcare advice, nor is it intended to be. Life-XT does not diagnose or treat medical disorders (including but not limited to substance abuse disorders and mental illnesses), provide legal, financial, or accounting advice, and coaching is not a substitute for any such professional services. If any Participant is currently receiving professional therapy or medical treatment, such Participant is encouraged to continue such treatment under the guidance of appropriately licensed medical professionals notwithstanding the coaching services being provided hereunder. Client expressly acknowledges and understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will encourage Participant's to seek independent professional guidance for such matters.

2. QUOTATIONS / OFFERS

2.1. Life-XT's quotations are non-binding and constitute solicitations for offers to purchase only.

2.2. Life-XT agrees to be bound by the quoted prices, quoted program components and launch timing for a period of 30 days.

2.3. A final and binding contract, subject to these terms and conditions, comes into force only upon the execution and delivery of a Statement of Work ("SOW") from Client and its acceptance by Life-XT.

3. CLIENT EMPLOYEE READINESS

For all services provided by Life-XT, it shall be Client's responsibility to ensure that all of Participants have access to a compatible smart phone or tablet device able to access the Life-XT application. Life-XT will bear no responsibility for providing, maintaining and ensuring the proper function of such devices. In the event that any Participant does not have or maintain access to such a device, eligibility will be considered on a case by case basis and additional fees may apply.

4. PRICING AND EXPENSE REIMBURSEMENT

4.1 Pricing shall be set forth in the applicable SOW. In the event that Client charges any "vendor credentialing fee" or similar fee for Life-XT to be able to become a vendor to Client, an amount equal to such fee shall be added to the pricing set forth in the applicable SOW.

4.2 Client shall reimburse Life-XT, upon invoice therefor, for all reasonable out-of-pocket expenses incurred by Life-XT in the provision of any services provided under an applicable SOW, including, without limitation, reasonable travel expenses as necessary for the provision of such services. Unless otherwise provided in the applicable SOW, any individual expense in excess of \$5,000.00 or aggregate expenses in excess of \$25,000.00 shall require the prior approval of Client.

5. TERMS OF PAYMENT

5.1. For total amounts exceeding US\$15,000.00 (or an equivalent amount in any other currency) inclusive of any required sales or similar tax, terms of payment are as follows:

- 100% net of total within 5 days from receipt by Client of Life-XT's accepted SOW;
- Balance due at least three business days prior to the commencement of the relevant service or delivery of the relevant product.

5.2. Payments of US\$15,000.00 (or an equivalent amount in any other currency) including required sales tax or similar tax or lower shall be due and payable in full within 5 days from receipt by Client of Life-XT's accepted SOW.

5.3. Notwithstanding the foregoing, all amounts due and payable shall be paid due at least three business days prior to the commencement of the relevant service or delivery of the relevant product.

5.4. Life-XT shall be entitled, without additional consent of, or notice to, Client, to charge interest at the rate equal to the lesser of 10% per annum or the maximum amount permitted under applicable law for any amounts not paid when due as set forth herein.

5.5. Client shall not have the right to offset any claims without the express consent by Life-XT.

6. CANCELLATION

6.1. If Client desires to cancel any applicable SOW within 5 business days of the date of acceptance by Life-XT of such SOW, Client may do so for a full refund of any monies paid less the cost of any services or products delivered. This refund is only available if the services have not commenced in any way. Refunds may take up to 60 days to process after notice of cancellation.

6.2. If any Participant desires to cancel or Client desires to withdraw any Participant, and such cancellation or withdrawal occurs not less than (7) days prior to the launch date of any services, Client shall receive a credit for future services in an amount equal to the portion of the fees paid or payable by Client with respect to such Participant. Other than with respect to such credit for future use, Client shall not be entitled to any refund in the event of any such cancellation or withdrawal.

6.3. All notice of cancellation must be in writing and delivered by mail or emailed to bjacobsen@life-xt.com. Voicemail and verbal correspondence do not constitute acceptable cancellation notice. Cancellation notices will be deemed to be the date on which Life-XT actually receives the written notification. Should the client fail to notify Life-XT in writing of any cancellation or withdrawal, there will be no refunds, credits or transfers available.

6.4. If at any time either Client or Life-XT believe that the services provided under any applicable SOW are no longer serving the needs of the Client and its Participants, such party may initiate a discussion to rectify the situation prior to cancelling the SOW. Initial contact should be through email wherein the relevant party will detail their beliefs and reasons for such beliefs. A discussion will then occur between Life-XT, Client and, if necessary one or more Participants to resolve any issues and determine resolution. If after discussion both parties agree the resolution to be termination of the applicable SOW, then a refund of any amount paid for unused services will be given to Client.

7. PROGRAM CHANGES

Life-XT reserves the right to change, modify or cancel the products or services as considered necessary. Any such change will be made in consultation with Client.

8. INTELLECTUAL PROPERTY

All material relating to the services and products used by or provided by Life-XT pursuant to this agreement is subject to copyright and other intellectual property rights. The copyright in all such materials remains the property of Life-XT or its other owners and may not be recorded, used or reproduced, without the written permission of the copyright owner. Client agrees that it shall not, at any time, to do anything that would infringe the intellectual property rights in such materials. Additionally, Client agrees that it shall not, at any time, and shall not permit any Participant to use any materials used or provided by Life-XT for any commercial purpose, either within or outside of Client's organization without the prior written consent of Life-XT.

9. COMMUNICATIONS AND CONFIDENTIALITY

9.1. All Participants are required to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the coaching program. Client acknowledges that open and honest communication with Life-XT is an essential component of coaching, and that absent such communication the effectiveness of the coaching provided under this agreement will be substantially diminished.

9.2. Life-XT agrees that, other than as set forth herein, Life-XT will keep all information shared by Client and any Participant confidential, and that Life-XT will not share any such information with third parties without Client's, and if required, Participant's express permission unless required by applicable law. Client acknowledges that Life-XT does not claim and cannot guarantee that any communications between Client, any Participant and Life-XT will be protected by any privilege under applicable law. In the event that Life-XT receives any process, subpoena, or other legal order requiring the disclosure of any confidential information, to the extent permitted by law Life-XT will notify Client prior to disclosing any such information, and, if requested by Client, will attempt to assert any available privilege to avoid disclosure of the confidential information (at Client's expense). Notwithstanding the above, confidential information does not include information that: (a) was in the Life-XT's possession prior to its being furnished by Client or any Participant; (b) is generally known to the public or in Client's industry; (c) is obtained by Life-XT from a third party; (d) is independently developed by Life-XT without use of or reference to any confidential information; or (e) that Life-XT is required by law to disclose.

9.3. Notwithstanding the foregoing, Client hereby agrees and consents to Life-XT's use of Client's name and logo for the purpose of identifying Client as a user of Life-XT's products and services.

9.4. Life-XT retains the right to share Client's name and number of coaching hours as required for documentation for any coaching certifications. Life-XT and its employees, contractors and agents may engage in continuing education or pursuits of credentialing. That process may require Client's name, contact information, dates and/or number of coaching hours for Participants. By agreeing to these terms and conditions, Client agrees to have only the above-mentioned information shared with the credentialing organization. No personal notes will be shared. According to the ethics of this profession, topics may be anonymously and hypothetically shared with other coaching



professionals for training, supervision, mentoring, evaluation, further coach professional development and/or consultation purposes.

9.5 Client agrees to, and shall cause Participants to, keep confidential all information shared by Life-XT, and not to share any such information with third parties without Life-XT's express permission unless required by applicable law. Such confidential information shall include the pricing provided under any SOW or any specifics of the agreement between Client and Life-XT.

10. INDEMNIFICATION

Client agrees to release, indemnify, defend and hold harmless Life-XT, its members, officers, employees and representatives and their respective heirs, successors and assigns from any claims which the undersigned may otherwise have been arising out of or in any way related to participation or use of Life-XT's products or services from any loss or liability from actions taken or situations created as a result of the use of such products and services.

11. LIMITATIONS OF LIABILITY

11.1 **Except as expressly provided in this agreement, Life-XT makes no guarantees or warranties, express or implied. In no event will Life-XT nor its employees, contractors or agents be liable to Client or any Participant for consequential or special damages and Client expressly waives any and all claims for such damages or any other damages or remedy not specifically provided for under this Agreement. Notwithstanding any damages that Client may incur, Life-XT's entire liability under this agreement, and Client's exclusive remedy, will be limited to the amount paid by Client to Life-XT under this agreement for services rendered up until the termination date that resulted in such liability.**

11.2 The Client agrees to utilize these life coaching services with the full understanding Life-XT and its employees, contractors and agents are in no way liable for Client's or any Participant's decisions, actions and outcomes. Client also agrees to hold Life-XT and its employees, contractors and agents free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given or any actions taken while working with Life-XT.

12. APPLICABLE LAW / ARBITRATION / PARTIAL INVALIDITY

12.1. These terms and conditions and all SOWs as well as all contractual and other legal relationships between the parties shall be governed by the laws of the State of Illinois, USA without regard to conflict of laws.

12.2. In the event of any dispute arising out of or relating to these terms and conditions, any SOW or the relationship between Client and Life-XT, the parties agree that such dispute shall be resolved through mediation and mandatory arbitration conducted in Cook County, Illinois, pursuant to the provisions of this paragraph. With respect to any such dispute, the parties agree to first attempt to mediate in good faith for up to thirty (30) days after notice of the dispute is provided. If the dispute is not resolved through mediation, the parties agree that the dispute shall be submitted to mandatory binding arbitration pursuant to the rules of the American Arbitration Association (AAA) or such other arbitrator as may be mutually agreed upon by the parties. In any such dispute, the parties agree that they shall each bear their own respective attorneys' fees and costs.