



**LIFEWORX INC.  
TERMS AND CONDITIONS**

These Terms and Conditions form a part of the Client Agreement (“Client Agreement”) between LifeWorx, Inc. and the Client signatory thereto (“Client”), and all references herein to such Client Agreement shall be deemed to include these Terms and Conditions.

1. During the performance of any services under the Client Agreement (“Services”) and continuing for two years after the completion of such Services, Client agrees not to, whether for Client’s own account or for the account of any other individual, partnership, firm, corporation, limited liability company or other business organization or entity, solicit, endeavor to entice away from LifeWorx, or otherwise interfere with the relationship of LifeWorx with, any person, who is employed by or otherwise engaged to perform services for LifeWorx, including without limitation any independent contractor, except for candidates for whom the Client has paid a placement fee. In the event Client violates the foregoing restrictions, Client agrees to pay as liquidated damages, and not as a penalty, the sum of Five Thousand Dollars (\$5,000), which amount represents the result of a reasonable endeavor by LifeWorx and Client to ascertain the fair compensation for any harm that LifeWorx will sustain as the result of such violation.

2. LifeWorx carries liability insurance and takes responsibility for direct gross negligence and willful misconduct.

However, Client hereby waives any and all claims that Client has or may in the future have against, and releases from all liability, discharges and agrees not to sue, LifeWorx and its shareholders, directors, officers, employees and affiliates (“Releasees”) in respect of any and all claims, losses, liabilities, damages, costs or expenses, whether arising in tort, contract, strict liability or otherwise, including without limitation property damage or personal injury, that Client (or Client’s next of kin) may suffer as a result of or in connection with Client’s use of, or any Releasee’s rendering of, any Services, due to any cause whatsoever on the part of the Releasees, including without limitation: (a) breach of any contract, (b) mistakes or errors in judgment of any kind on the part of the Releasees, and (c) any other acts, omissions or events that may occur in connection with or during the course of the performance of the Services..

3. Client agrees to indemnify and hold harmless the Releasees from and against (i) any and all liabilities, claims, losses, damages, penalties, costs and expenses (including reasonable attorneys’ fees and expenses) (collectively, “Liabilities”) on account of any claim, suit, action, arbitration, demand, proceeding or anything of a similar nature made or brought against any of the Releasees as a result of the performance of Services or otherwise arising hereunder, other than as a result of the gross negligence or willful

misconduct of any Releasee and (ii) any Liabilities incurred by any of the Releasees by reason of any action or omission of Client, Client's agents, guests and/or invitees, and any of them. Without limiting the generality of the foregoing, Client acknowledges that he or she is responsible for the safety and condition of his or her residence, and accordingly the foregoing indemnification applies to all Liabilities that may result from acts, omissions or other events occurring in such residence during the performance of Services, except to the extent caused directly by the gross negligence or willful misconduct of any Releasee.

4. Client will be required to provide his or her own vehicle if Client desires to have a LifeWorx representative transport Client to any location. If a LifeWorx representative operates any vehicle (whether such vehicle is owned by the representative, Client or any other person) for purposes of transporting Client, delivering goods or services to or for Client, or for any purpose requested by Client, in each such case Client will indemnify LifeWorx to the full extent provided in paragraph 3 of these Terms and Conditions against any and all Liabilities arising from the operation of such vehicle.

5. Client agrees that in no event will any of the releasees be liable to client and/or any third party, regardless of the form of action, for any lost profits or lost opportunity, or any indirect, special, consequential, incidental, punitive or reliance damages whatsoever, even if any release has advised of the possibility of such damages.

6. Client agrees that the aggregate liability of all of the releases, taken as a whole, arising out of any kind of legal claim (whether arising from negligence, breach of contract, indemnity, tort, or otherwise) in any way connected to your use of LifeWorx's services will not exceed the amount paid by client for the services in question.