
LIFEWORX, INC.

GENERAL SERVICE AGREEMENT

Thank you for retaining the services of LifeWorx, Inc. (“LifeWorx”). You have requested that we provide you with certain services in order to assist you with your family, home, business or personal needs. In consideration of the services to be provided to you, and as a condition to LifeWorx providing such services, you hereby agree to the terms and conditions set forth below.

Candidate/Staff Placement: If you are not satisfied or the Candidate/Staff leaves without a cause initiated by you within the first 3 months of service, LifeWorx will find a suitable replacement. If you are not satisfied or the Candidate/Staff leaves without a cause initiated by you within the first week of service, we will find a suitable replacement or give you a full refund of the placement fee.

General Services: LifeWorx will provide all services through qualified individuals. The services will include all services that may be provided, arranged or otherwise procured by LifeWorx from time to time on your behalf or at your request. Your satisfaction is guaranteed. If you are not satisfied, please inform LifeWorx within 48 hours and we will either remedy the situation or provide a partial or full refund as appropriate.

In consideration of services rendered, you agree to pay fees to LifeWorx in accordance with the Rate Sheet heretofore provided to you and/or rate quoted to you in writing. LifeWorx may modify the rates set forth in the Rate Sheet from time to time. Payment is due on receipt. A late charge and finance charge of 1.5% per month will be applied to all payments over fifteen (15) days past due. We suggest prompt payment by check or ACH. By ordering services from LifeWorx, you hereby authorize LifeWorx to charge to your credit card the full amount of (i) any past due fees, together with all late charges and finance charges applicable thereto and (ii) any damages resulting from a violation of paragraph 3 of the attached Terms and Conditions.

If any provision of this Agreement, including the attached Terms and Conditions, is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired thereby and shall be carried out as if such invalid provision were not contained herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, the state of New Jersey and the State of Connecticut without reference to the conflict of laws principles thereof.

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 full placement fee. In the event the Client violates the foregoing restrictions, Client agrees to pay as liquidated damages, and not as a penalty, the sum of Ten Thousand Dollars (\$10,000), 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. Please be advised that all LifeWorx staff, candidates and Experts are under contract with LifeWorx. Clients use of LifeWorx services is an acknowledgement of such contract and an agreement not to interfere with this relationship.

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 services will not exceed the amount paid by the client for the services in question.