

**VACCINATION SERVICES OF AMERICA, INC. D/B/A TOTALWELLNESS
INDEPENDENT CONTRACTOR AND BUSINESS ASSOCIATE AGREEMENT**

By signing below, you are entering into an Independent Contractor Agreement (the "Independent Contractor Agreement") with VACCINATION SERVICES OF AMERICA, INC., a Nebraska corporation, d/b/a TOTALWELLNESS (hereinafter "Company" or "TotalWellness"), to provide vaccinations, screenings, and other health and wellness services for clients on behalf of Company on a case-by-case basis as may be scheduled by Company from time to time at the location and times designated by Company (the "Services"). From time to time, Company may post on any of Company's website(s) information about vaccination, wellness, and/or related health care service opportunities that you may be eligible to work ("Event" or "Events") or may contact you by phone, email, or otherwise to make you aware of such Events. Each Event for which you and Company agree that you will perform Services is described as a "Qualified Event". You are further entering into a Business Associate Agreement (the "BA Agreement") with Company related thereto, governing your use of PHI. Collectively, the Independent Contractor Agreement, including Exhibits "A" and "B" attached hereto, and the BA Agreement, part of Exhibit "A" attached hereto, are referred to as the "Agreement". You are referred to as "Contractor" throughout this Agreement. This Agreement is effective on _____, 20__.

Contractor Information:

Name: _____

Address: _____

City, State and Zip: _____

SSN or Tax ID: _____

Email: _____

Phone Number(s): _____

Company Information:

Company Contact: Alan L. Kohll

Mailing Address: 9320 H Court
Omaha, Nebraska 68127

Email(s): rns@totalwellnesshealth.com

Phone Number(s): 402-964-0542

Please note that Company does not provide any professional liability insurance, workers' compensation insurance, unemployment insurance or any other insurance (collectively "Insurance") for Contractor. Contractor must procure all Insurance that Contractor desires or that is required by law. Contractor is solely responsible for any injury or illness that Contractor may receive in the course of performing the Services.

Company may update, alter and amend this Agreement, including Exhibits "A" and "B", and may create new policies, procedures or guidelines (collectively, the "Policies") or amend current Policies (collectively, the "Updates"), by posting the Updates online and making them accessible via Company's Contractor website, currently:

http://www.totalwellnesshealth.com/index.php/corporate-wellness/health/policies_procedures_and_paperwork.

Company may change the web side URL upon notice. Contractor's performance of Services at a Qualified Event automatically binds Contractor to the current version of this Agreement and all Policies and Updates then posted on Company's Contractor website. Furthermore, Company may provide Updates that apply only to certain Events. In that case, the Updates will apply to this Agreement only for purposes of the designated Events and only if Contractor performs Services at such Event.

By signing below, both parties agree to be bound by the terms and conditions contained in this Agreement, including Exhibits "A" and "B" attached hereto. Please read the attached Exhibits carefully before signing.

Contractor Signature: _____

(If Contractor is an entity, print title of person signing)

TotalWellness Signature: _____

Alan L. Kohll, President

EXHIBIT "A"
TERMS AND CONDITIONS

1. Contractor's Responsibilities and Representations.

Contractor represents and warrants to Company that when Contractor nominates himself or herself to provide Services at an Event and when Contractor performs Services for a Qualified Event:

- a. Contractor will comply with all Company guidelines (collectively, the "Policies, including without limitation, the *TotalWellness Independent Contractor's Manual* (the "Manual") and the *TotalWellness Conduct Agreement* (the "Conduct Agreement"), as well as any Event-specific instructions and/or requirements, including without limitation those requirements set forth on the Event worksheet ("Event Worksheet"). Contractor must ask any questions regarding Policies prior to working a Qualified Event. The current Manual is accessible online via a link from the Contractor website referenced above. Company reserves the right to unilaterally update the Manual in part or in full at any time.
- b. Contractor affirms that he or she is experienced and proficient in providing the expected Services for the Qualified Event(s). Complaints or evidence otherwise may incur penalties. Company reserves the right to monetarily penalize Contractor for any actions that negatively affect Company's relationship with the client.
- c. If Contractor is late to work a Qualified Event, Contractor may be canceled from working said Qualified Event and any applicable future Events. Contractor will not leave prior to the Scheduled Clinic End Time, unless given special approval by Company, or penalties may apply.
- d. Once Contractor has been scheduled to work a Qualified Event, Contractor must fully intend to provide Services at said Qualified Event and shall not cancel absent an emergency. Contractor understands that unreliable behavior may prohibit Contractor from being offered work opportunities by Company.
- e. Contractor must follow the Company's shipping procedures to promptly return a Qualified Event shipment, including but not limited to remaining vaccine, supplies and all applicable paperwork, such as the *Event Worksheet, Onsite Time Log & Acknowledgement of Conduct Agreement, Consent Forms, Incident Reports, Clinic Time Extension Form, and Aggregate Forms*. Company must receive the Qualified Event shipment and all applicable paperwork after the Qualified Event in order to process payment. Late, incomplete or incorrect shipment/paperwork may delay payment and cause Contractor to incur penalties. Contractor must return the shipment/paperwork to Company within two (2) weeks of a Qualified Event. If the shipment/paperwork is not returned, Contractor will not receive compensation for the Qualified Event. At a minimum, Contractor will be charged for the cost of non-returned items, which amount will be withheld from the compensation paid to Contractor for the Qualified Event and from any other compensation paid to Contractor by Company. Contractor must include identifying information in packages being returned to Company.
- f. Contractor must assist in obtaining appropriate informed consent from each individual participating in a Qualified Event.
- g. Contractor must report any incidents occurring at a Qualified Event immediately to Contractor's designated contact within Company, including but not limited to: needle-stick injuries; patient reactions; client problems; and/or disagreements.
- h. Contractor must truthfully and accurately maintain and preserve such records and make on a timely basis such reports as Company may, from time to time, require.
- i. Contractor must comply with Company's Policies as well as all policies and procedures of Company's clients, which may include drug testing, if any, and execute any documents or agreements required by Company's clients in accordance with such clients' policies and procedures.
- j. Contractor understands the nature of the Company is health and wellness and that Company's clients expect healthy and fit service providers.
- k. Contractor has and shall maintain valid, unrestricted licensure and/or certification, if required by applicable law, to practice his or her profession in the state and locality of a Qualified Event.
- l. Contractor must ensure that Company has Contractor's current information, including but not limited to Shipping Address, Mailing Address, Email Address, Phone Number, and applicable license(s) and/or certification(s), by updating information on the staff website or otherwise notifying Company.
- m. Contractor must be articulate in the English language.
- n. Contractor must perform all supervisory and administrative services as are assigned to Contractor by Company for a Qualified Event and from time to time.
- o. Contractor shall, if applicable, complete the Medicare roster, or other insurance, billing form correctly for each patient receiving a vaccination or other services. If the billing form is not completed according to the guidelines, such billing form will be returned to Contractor to be completed correctly. Contractor's compensation for the Qualified Event will not be paid until Contractor has fully and accurately completed the billing form.
- p. Contractor must submit time logs online through Company's web site on a timely basis in accordance with Company's Policies. Facsimiles and hard copy time logs will not be accepted.
- q. Contractor must successfully complete all training programs and testing required by Company or its clients at any time and shall execute all agreements and instruments required of any of Company's clients prior to

performing Services at such clients' Qualified Events. Contractor must follow all client requirements in providing Services at such clients' Qualified Events.

r. Contractor must be current on all educational requirements of his or her profession and be up-to-date on all best practices of the profession at all times during the term of this Agreement.

s. Contractor must comply with all ethical and legal requirements of his or her profession, including all federal, state and local laws, regulations, rules and ordinances relating thereto.

t. Contractor acknowledges and warrants that Contractor has never been terminated from previous employment or engagements as a result of illegal drug use, theft, misconduct, excessive tardiness or failure to follow an employer's or contracting party's policies and/or procedures.

2. Term. This Agreement shall commence on the Effective Date and last for a period of one (1) year. This Agreement shall automatically renew and continue for consecutive one (1) year periods unless otherwise terminated under this Agreement.

3. Compensation and Expenses. For Contractor's Services, Company will pay Contractor an amount to be determined by Company as set forth in the Policies. Contractor will only be paid by Company for actually performing Services for a Qualified Event. Contractor will not be paid for any Qualified Event if Contractor fails to fully perform Services pursuant to this Agreement for the Qualified Event. No expenses incurred by Contractor will be reimbursed by Company unless specifically set forth in the Policies or pre-approved by one of Company's officers in writing. Company's payment guidelines are more fully described in the Policies and Exhibit "B" attached hereto.

4. Relationship. Company and Contractor hereby acknowledge and agree that Contractor shall provide Services contemplated by this Agreement to Company and Company clients as an independent contractor and not as an employee, as the term independent contractor is understood and defined by federal and state law. As an independent contractor, Contractor hereby acknowledges and agrees that:

a. Subject to Section 1, Contractor shall have the sole right to determine the means and manner of providing the Services so long as Services are provided at the location and during the hours required by Company and Company's client for any Qualified Event Contractor must dress appropriately for the Qualified Event and comport himself or herself at the Qualified Event in a manner generally consistent with Company's and Company's client's reasonable expectations. Notwithstanding the above, Contractor shall at all times exercise his or her independent professional judgment in connection with the performance of Contractor's Services.

b. Contractor shall not be entitled to workers' compensation or any benefit program (e.g. health insurance, PTO, etc.) made available to Company employees. Contractor releases and relinquishes any claim Contractor may now or hereinafter have for such benefits and forever discharges Company of any obligation with respect to any employee benefits provided by Company.

c. Contractor shall have the right, upon prior written consent from Company, to contract with other companies for the provision of Contractor's Services and/or to hire workers to assist with Contractor's Services. Each person performing Services for Contractor shall be subject to removal by Company at any time if such person does not adhere to the professional and ethical standards expected by Company.

d. Contractor makes its services available to the general public or the business community on a continuing basis and not solely for Company. Contractor's business is not subject to cancellation or destruction upon the severance of its relationship with Company.

e. If Contractor hires employees, Contractor hires its own employees without Company approval, pays such employees without reimbursement from Company and reports the employees' income to the Internal Revenue Service.

f. Contractor has a substantial investment of capital in its business beyond ordinary tools and equipment and a personal vehicle. Contractor owns its own assets, receives its own profits and bears its own losses; none of which are borne by, owned by, or for the benefit of, Company. Contractor shall be responsible to provide the tools, training, licensure, experience and equipment necessary to provide the Services. Contractor is solely responsible for obtaining and paying for all licensing and permits requirement for Contractor to perform the Services, which shall be held in the name of Contractor or its employees.

g. Contractor shall have the right to perform similar services for others on whatever basis and whenever it chooses, without any direction from or relationship with Company.

h. Company shall not represent to its clients, vendors or other third parties, or to Company's employees, that Contractor is an employee of Company.

i. Company shall have no obligation to withhold any sum due or payable by or on behalf of Contractor as withholding for income tax, employment tax, social security, or any other withholding pursuant to any law or requirement of any governmental body, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor shall comply with all federal and state tax laws, including the requirement to make estimated tax payments and to report all items of gross receipts as income from the operation of its business. Contractor shall include payments for Services on a federal income tax schedule as an independent business or profession.

j. Company shall have no obligation to pay unemployment tax or benefits for Contractor or its employees and shall have no obligation to provide workers compensation benefits or insurance to Contractor or its employees. All such costs shall be borne solely by Contractor.

k. Contractor must procure at its sole cost all Insurance that Contractor desires, however Contractor must

procure and maintain during the term of the Agreement workers' compensation insurance required by law. Upon request, Contractor must provide Company a copy of all certificates of insurance setting forth the Insurance maintained by Contractor. Contractor is solely responsible for any injury or illness that Contractor may receive in the course of performing the Services.

I. Contractor agrees to indemnify and hold Company harmless from and against any liability, cost or expense, for any obligations threatened or imposed upon Company by governmental entities in connection with this section, including penalties, interest, tax audit, costs of defense or administrative costs incurred by Company. For the avoidance of doubt, this indemnity includes any costs incurred by Company with respect to unemployment or workers compensation claims, include internal employee time, legal fees and accounting fees, as well as any benefits or premiums paid by Company.

5. Medical Records, Forms and Paperwork. Company will at all times be the exclusive owner of all medical records (e.g., consent forms, incident reports, etc.) received, obtained, created, reviewed or updated by Contractor in connection with this Agreement and Contractor's provision of Services. Contractor will complete and handle medical records and other forms and paperwork as required by Company. Following each Qualified Event, Contractor will immediately deliver to Company all information, medical records, forms and other paperwork pertaining to the Qualified Event and all persons seen, treated or cared for by Contractor on behalf of Company.

6. HIPAA. Contractor agrees to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records received, obtained, created, reviewed or updated in the course of performing Services. Contractor agrees to adhere to all Policies and procedures adopted by Company and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA), as amended, governing the privacy, security and use of protected health information.

7. Confidentiality.

a. Contractor acknowledges that Company must necessarily share information with Contractor regarding their clients, Events and Qualified Events ("Client Information"). Client Information, which Company considers highly sensitive, confidential and proprietary, includes but is not limited to: names of clients and client's employees, contractors, agents, and affiliates; details of Events; contact names; Event locations serviced; numbers and types of services provided; and participant information. Contractor agrees all such Client Information as well as any proprietary information of Company (collectively and severally, the "Confidential Information") is to be kept strictly confidential. Company proprietary information includes, but is not limited to: client lists, client contracts, vendor lists, pricing, employee and independent contractor lists, consent forms, handouts and other paperwork. Contractor agrees that Contractor will not, directly or indirectly, disclose to any person or entity or permit the exploitation, copying or summarizing of the Confidential Information, except as specifically required for and used in the proper performance of Services.

b. Contractor will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. Contractor agrees to notify Company in writing of any misuse or misappropriation of such Confidential Information which may come to Contractor's attention. Furthermore, Contractor agrees that Contractor will not, on Contractor's own behalf or on behalf of any firm, corporation, or business in which Contractor has an interest, and further on behalf of each of their subsidiaries and affiliates, create, itself or via any affiliated party or third party, any computer software, web site, program, process, procedures or routine based upon or conceived in any manner utilizing or referencing, in part or in whole, the Confidential Information of Company. Contractor acknowledges that the covenants set forth in this section are reasonable, do not impose unreasonable restrictions or work a hardship on Contractor, are essential to the willingness of Company to discuss its business, and are necessary and fundamental to the production of the business conducted by Company.

8. Termination. Company may terminate this Agreement and may terminate Contractor's performance of Services at any Qualified Event at any time by informing Contractor of the same by any manner of communication. Company also has the right to refuse to allow Contractor to participate in any Event for any or no reason. Contractor may terminate this Agreement at any time by emailing an executive of Company and stating Contractor's desire to terminate the Agreement. Notwithstanding, Contractor may not terminate this Agreement to perform Services at a Qualified Event without first obtaining written consent from Company.

9. Company Indemnity. Contractor shall indemnify, defend and hold harmless Company, its affiliates and each of their respective officers, directors, members, managers, employees, customers, representatives, agents, successors and assigns (collectively "Indemnitees") from any and all claims, losses, liabilities, damages, expenses and costs (including defense costs, attorneys' fees and court costs) sought by any person, party or governmental agency or subdivision (collectively, the "Claims") arising out of or related to (a) a breach or alleged breach of any representation, warranty or obligation of Contractor set forth in this Agreement and (b) any bodily injury, death, infliction of emotional distress or any other tort or contract claim brought against any Indemnitee arising in whole or in part, or related in whole or in part, to Contractor's Services hereunder.

10. Charges and Billing. Company shall establish charges for Services rendered by Contractor under this Agreement. Company shall also have the sole and exclusive right to bill clients or other third party payors for Services and to receive all fees and amounts charged for Services rendered by Contractor under this Agreement.

11. Updates to this Agreement and the Policies. Company may update, alter and amend this Agreement, including Exhibits "A" and "B", and may create new Policies or amend current Policies (collectively, the "Updates"), by posting the Updates on Company's Contractor website. When Contractor agrees to provide Services at a Qualified Event and when Contractor performs Services at a Qualified Event, Contractor automatically agrees to be bound by the current version of this Agreement and all Policies and Updates then posted on Company's Contractor website, as well as any client-specific expectations. If Contractor

does not agree to any of the Updates or expectations, Contractor must not agree to provide nor perform Services at a Qualified Event. If Contractor has already agreed to provide Services at a Qualified Event but refuses to be bound by any new Updates that are posted prior to the Qualified Event, Contractor must email an executive of Company stating that Contractor is terminating this Agreement as a result of a disagreement with Updates. Thereafter, Contractor must not perform Services at any further Qualified Event.

12. Investigative Report. Contractor authorizes Company to perform, now and from time to time, a thorough investigation of Contractor's past employment, education, character, general reputation, personal characteristics, mode of living, contracting jobs, and criminal records, which may include Company obtaining a consumer report or an investigative consumer report and may include personal interviews with persons with whom you are acquainted. Contractor releases from all liability Company, its clients, their agents, and all persons contacted for purposes of such investigation. Contractor shall execute any and all consents necessary to authorize Company to perform any such investigation from time to time.

13. Definitions.

a. "Breach" shall have the same meaning as the term "breach" as defined in 42 USC 17921.

b. "Business Associate" shall have the same meaning as the term "business associate" as defined in 45 CFR 160.103.

c. "Covered Entity" shall have the same meaning as the term "covered entity" as defined in 45 CFR 160.103.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" as defined in 45 CFR 164.501.

e. "Electronic Health Record" shall have the same meaning as the term "electronic health record" as defined in 42 USC 17921.

f. "Electronic Protected Health Information" shall mean Protected Health Information that is maintained in or transmitted by electronic media. For purposes of this Agreement, Electronic Protected Health Information may be referred to as "Electronic PHI".

g. "Health Care Operations" shall have the same meaning as the term "health care operations" as defined in 45 CFR 164.501.

h. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 and the regulations promulgated thereunder.

i. "HITECH" or "the HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 and the regulations promulgated thereunder.

j. "Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.

l. "Protected Health Information" shall mean, subject to the definition provided in 45 CFR 164.501, individually identifiable health information that Contractor receives from TotalWellness or that Contractor creates or receives on behalf of TotalWellness for the purposes of performing services under the Independent Contractor Agreement. For purposes of this Agreement, Protected Health Information may be referred to as "PHI".

m. "Required By Law" shall have the same meaning as the term "required by law" as defined in 45 CFR 164.501.

n. "Secretary" shall have the same meaning as the term "Secretary" as defined in 45 CFR 160.103, namely the Secretary of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

o. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and C.

p. "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning as the term "Unprotected Health Information" under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 USC 17932(h).

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule or the Security Rule, or the HITECH Act, as the case may be.

14. Obligations and Activities of Contractor. In consideration of the PHI of customers and clientele that will be provided by TotalWellness to Contractor, as required for Contractor to perform the Services under this Agreement, and in order to protect such PHI as required by HIPAA, HITECH and any agreement between TotalWellness and any third-party, Contractor agrees to:

a. Not use or disclose the PHI other than as permitted or required by this Agreement or as Required By Law.

b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

c. Mitigate, to the extent practicable, any harmful effect that becomes known to Contractor of a use or disclosure of PHI in violation of this Agreement.

d. Report to TotalWellness in writing any use or disclosure of the PHI not provided for by this Agreement of which Contractor becomes aware within two business days of becoming aware of the same.

e. Ensure that any agent, including an independent contractor to the Contractor, to whom Contractor provides PHI received from, or created or received by Contractor on behalf of, TotalWellness, agrees in writing, prior to the provision of such PHI to the agent, to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

f. Make available, at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, PHI in a Designated Record Set to the extent required under 45 CFR 164.524. If Contractor maintains an Electronic Health Record, Contractor agrees to

provide such information in electronic format in accordance with 42 USC 17935(e).

g. Make available PHI in a Designated Record Set for amendment and incorporate any amendments to PHI, at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, in accordance with 45 CFR 164.526.

h. Document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and to provide the same at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, in order that an accounting of disclosures may be timely provided in accordance with 45 CFR 164.528.

i. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, TotalWellness available to the Secretary for purposes of determining a Covered Entity's compliance with the Privacy Rule and to TotalWellness in such time and manner as may be reasonably requested by TotalWellness for purposes of TotalWellness determining Contractor's compliance with this Agreement.

j. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that Contractor creates, receives, maintains, or transmits on behalf of TotalWellness.

k. Ensure that any agent, including an independent contractor to the Contractor, to whom Contractor provides Electronic PHI, or with whom Contractor contracts to create, receive, maintain or transmit Electronic PHI, agrees in writing, prior to the provision of such Electronic PHI to the agent, to implement reasonable and appropriate safeguards to protect such Electronic PHI.

l. Comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 CFR 164.316.

m. Report to TotalWellness in writing any security incident of which Contractor becomes aware within two business days of becoming aware of the same.

15. Permitted Uses and Disclosures by Contractor. Contractor agrees not to use or disclose the PHI other than as permitted or required by this Agreement or as Required By Law to perform functions, activities, or services for, on or behalf of, TotalWellness as specified in the Independent Contractor Agreement.

16. Term and Termination.

a. The Term of this Agreement shall be effective as of the date first written above and shall terminate at the same time as the earlier of either a) the termination of the last Independent Contractor Agreement or b) a termination of this Agreement in accordance with Subsection b), immediately below.

b. Upon TotalWellness's knowledge of a material breach by Contractor, TotalWellness may either:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within such cure period as TotalWellness specifies; or

ii. Immediately terminate this Agreement if Contractor has breached a material term of this Agreement.

17. Effect of Termination.

a. Upon termination of this Agreement, Contractor shall, if feasible, return or destroy all PHI received from, or created or received by Contractor on behalf of TotalWellness or during the course of performing services for TotalWellness that Contractor still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. If Contractor elects destruction of the PHI, Contractor agrees to certify in writing to TotalWellness that such PHI has been destroyed.

b. If this Agreement is terminated by TotalWellness in accordance with Subsection 6.b above, then each and every Independent Contractor Agreement between TotalWellness and Contractor under which Contractor receives from, or creates or receives on behalf of, TotalWellness, any PHI, shall terminate at the same time as the termination of this Agreement.

18. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, or (b) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth on the front page of this Agreement.

19. Miscellaneous.

a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section of the same in effect or as amended.

b. The parties agree to take such action as is necessary to amend this Agreement from time to time in order for TotalWellness to comply with the terms of an amendment to any agreement between TotalWellness and a Covered Entity or upstream Business Associate pertaining to the same PHI covered by this Agreement when amendment of such agreement between TotalWellness and such Covered Entity or upstream Business Associate is required due to an amendment of HIPAA or HITECH including any judicial or administrative ruling on an existing provision of HIPAA or HITECH.

c. Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA on the part of a Covered Entity with which TotalWellness has an agreement or with which TotalWellness is connected in a chain of Business Associate agreements that pertains to the same PHI covered by this Agreement.

d. Sections 5, 7, 9, 10, 14, 15, 16, and 17 of this Agreement shall survive the termination of this Agreement.

e. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any

person or entity other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

f. TotalWellness may assign this Agreement at any time upon notice to Contractor. Contractor shall not assign this Agreement, in whole or in part, including the rights, duties or obligations of Contractor hereunder without the prior written consent of TotalWellness, which may be withheld in TotalWellness's sole, unfettered discretion.

g. No failure or delay on the part of either party in exercising any rights under this Agreement, or in insisting on strict performance of any covenant or condition contained in this Agreement, shall operate as a waiver of any of such party's rights hereunder.

h. The parties agree that the remedy of damages at law for a violation by a party of any of the terms or conditions of this Agreement is an inadequate remedy. In recognition of the irreparable harm that such a violation would cause, the parties agree that in addition to any other remedies or relief afforded by law, a party may obtain an injunction against an actual or threatened violation of this Agreement or may obtain an order compelling a party to specific performance of any provision of this Agreement, it being the understanding of the parties that both damages and an injunction or order of specific performance shall be proper modes of relief and are not to be considered alternative or mutually exclusive remedies. In the event of any such actual or threatened violation, the violating party agrees to pay the costs, expenses, and reasonable attorneys' fees incurred by the other party in pursuing any of its rights with respect such actual or threatened violation, in addition to the actual damages sustained by the party as a result thereof.

i. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by a party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights and remedies the parties may have under applicable statutes, ordinances, common law or otherwise.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any action brought to enforce the terms of this Agreement shall be brought in the state or federal courts located in Douglas County, Nebraska.

21. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.

22. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, and assigns.

EXHIBIT "B"
PAYMENT POLICIES

Policies related to payment, reimbursement and withholding taxes are more fully described in the Manual. Company reserves the right to unilaterally update its payment policies at any time.

In order to be paid, Contractor shall invoice Company by completing an invoice for each event completed. Contractor will be paid at the rate agreed upon between Company and Contractor as published on Company prospective contractor website at the time of engagement. The prospective applicant website can be accessed at: http://www.totalwellnesshealth.com/index.php/corporate-wellness/health/hiring_video.

Company requires that Contractor successfully complete working three Qualified Events (the "Trial Period"), by meeting Company expectations at said Qualified Events, before agreeing to pay Contractor a more competitive hourly rate. Contractor must complete and submit the *Independent Contractor Three-Event Pay Raise Request*, part of this Exhibit "B", to be considered for the pay increase.



Independent Contractor Three-Event Pay Raise Request

TotalWellness requires that Contractors complete working THREE successful Events as a sort of trial period before agreeing to pay Contractor a more competitive hourly rate.

It is the Contractor's responsibility to submit this form to TotalWellness upon completion of THREE successful Events. For an Event to be successful, the Contractor must provide services as expected and elicit no negative feedback that hinders or could hinder TotalWellness' relationship with a client, at TotalWellness' sole discretion.

Fax this completed form to (310) 564-2049.

Upon receipt, your THREE Events will be reviewed and your increase will be considered and processed, if applicable. NOTE: if you work additional events soon after the first three, PLEASE WAIT TWO WEEKS after submitting this form before invoicing us to be paid for the additional events. If you do not wait two weeks and you submit an invoice for an additional event before the increase has been activated, you will be paid for said event at the initial agreed-upon lower rate and this cannot be revised. You are able to submit an invoice for up to 30 days after an event.

My THREE successful Events, for which I have already submitted invoices are as follows:

Event ID #1:
Company/Client:
Date:

Event ID #2:
Company/Client:
Date:

Event ID #3:
Company/Client:
Date:

Printed Name: _____

Signature: _____

Date: _____