

## **INDEPENDENT SALES REPRESENTATIVE AGREEMENT**

This Independent Sales Representative Agreement (this “**Agreement**”) is entered into by and between the undersigned **Contractor** and Wellness Way Enterprises LLC (“**WWE**”) (collectively Contractor and WWE are referred to as the “**Parties**”)

**1. Description of Parties:** The **Parties** to this Agreement are as follows:

a. **WWE.** WWE is a Wisconsin limited liability company and is organized and in good standing under the laws of Wisconsin. Its principal place of business is located at 2638 Tulip Lane, Green Bay, Wisconsin 54313. WWE, is engaged, among other things, in the business of providing professional chiropractic consulting services, nutritional counseling, educational products, as well as written and online functional and health assessment products and services for authorized practitioners and service providers

b. **Contractor.** Contractor is identified as set forth in the signature page of this Agreement, is engaged in providing independent sales services for various manufacturers and industries. Contractor has or will have specialized knowledge of WWE’s capabilities, products, services, and/or markets, and is willing to perform sales services for WWE according to the terms and conditions of this Agreement. Its owner, signing representative and all other agents of Contractor also agree to be bound by the terms of this Agreement.

**2. Background:** WWE is in need of specialized services of the type offered by Contractor. Contractor agrees to provide specialized services to WWE pursuant to the terms of this Agreement. WWE understands that Contractor has or may have other contracts and commitments during the term of this Agreement. WWE expects that Contractor will balance those other contracts and commitments in a manner that will allow Contractor to meet the requirements of this Agreement, as well as anticipated orders or projects assigned to it by WWE. Contractor understands that WWE may retain other contractors and use other staffing to provide sales services or similar services, and that its contractual relationship with WWE is not on an exclusive basis. WWE makes no representation or guarantees concerning the amount of services which will be requested from or provided to Contractor.

**3. Description of Services:** WWE is contracting with Contractor to promote and sell WWE products, capabilities, and services to existing customers and prospective customers and provide similar sales services (the “**Services**”).

**4. Quality of Services:** Contractor may perform the Services in the manner and by means it deems appropriate, however, all such Services shall be provided in a manner consistent with the standards of the industry and must be performed to WWE’s and, where applicable, to WWE customers’ reasonable satisfaction. Time is of the essence in regard to all Services. At all times Contractor shall use its best efforts towards accomplishing and completing the Services, and to promote the sale of WWE products, capabilities, and services to both existing and prospective customers. To this end, Contractor agrees:

a. to aggressively promote and sell WWE products, capabilities, and services through a quality advertising, promotion and sales management process;

- b. to correctly specify and submit accurate orders to WWE in a timely manner, to provide responsive service for all orders, and to perform such other acts as are reasonably necessary for desirable customer relations;
- c. to conduct its operations responsibly, professionally, and refrain from marketing any false, misleading or disparaging representations regarding WWE or WWE products, capabilities, or services;
- d. to conduct its operations in strict compliance with all applicable federal, state and local laws; to refrain from giving or receiving, directly or indirectly, or allowing any principals or staff to give or receive, any illegal kick-backs, secret refunds, discounts, gifts, or other financial or valuable items or services that are contrary to law while performing Services; and
- e. to maintain all legally mandated or required records for Contractor and Contractor's principals and staff, to preserve such records according to all legal requirements, and to allow WWE access to such business and financial records of Contractor as may be necessary to verify compliance with this Agreement.

All documents, information, ideas, and other work product created as part of the Services by Contractor shall be the property of WWE, and Contractor agrees to sign any documents necessary to confirm this.

**5. Pricing & Sales.** WWE shall establish prices and terms for the sale of its products, capabilities, and services, which such information shall be provided by WWE to Contractor periodically in the form of price lists, product information, and other communications. Contractor is authorized to solicit orders only in accordance with this Agreement and any additional directives from WWE. All orders shall be subject to acceptance by WWE. Contractor shall have no power or authority to assume or create any obligation in the name of WWE, bind WWE in any manner or make any representation, warranty, or commitment on behalf of WWE unless expressly approved in advance by WWE. WWE shall have total discretion for accepting, denying or approving all orders, marketing allowances or adjustments to orders, negotiating credit arrangements, assuming credit risks, and shipping the orders. Without WWE's prior approval, Contractor shall not: (a) take title to or possession of any goods or products made that are the subject of this Agreement; or (b) distribute, deliver or exchange any of WWE's products except as set forth in this Agreement. Contractor may request special pricing for a customer in combination with an adjustment of the potential commission owed to Contractor, as described below, for such order. All special pricing and commission arrangements shall be memorialized in writing and signed by the parties. Contractor may not sell WWE products for less than the standard retail price set forth on the WWE Online store. Contractor may not sell WWE products on Amazon or other re-sale websites. Any online sales other than those on The Wellness Way Website, must be approved in writing first between contractor and WWE.

**6. Payment and Payment Procedures:** WWE agrees to pay Contractor for the Services as follows:

- a. **Commission Payment.** WWE shall pay Contractor an amount up to thirty percent (30%) of the total amount of supplement and book sales ("**Commission**"), and 5% on labs

(“**Commission**”), excluding any merchandise, shipping, surcharge or taxes that Contractor makes to a customer as a result of Contractor’s Services. These percentages can change as needed and would be notified to contractor at least 30 days prior to the change.

b. **Tracking of Sales.** WWE store shall provide WWE Accounting with monthly reports to pay the contractor. Contractor can ask to see these reports at any time.

c. **Monthly Invoices.** As a condition to payment, Contractor may be required to provide invoices to WWE on a monthly or other routine basis, agreed upon by WWE, on a form approved by WWE. The invoice form must not include any terms or conditions, which are not expressly contained in this Agreement. All invoices must include Contractor's Federal Employer Identification Number, dates of Services rendered, project number or reference, and amount owed.

d. **Payment Procedures.** The Commission set forth in Paragraph 6.a. shall not become earned until WWE receives full and final payment from the customer related to the order that is the subject of the Commission. WWE will pay Contractor Commission from a sale under Paragraph 6.a. on a monthly basis after receipt of full payment from the customer, as applicable, less any amounts owed to WWE by Contractor. No advances shall be paid on anticipated Commissions, unless otherwise agreed to in writing and signed by the parties. If WWE is required to refund any portion of an order or sale in which a Commission was paid to Contractor, the applicable portion of the Commission must be paid back to WWE by the Contractor and/or deducted from future Commission payments otherwise owed to Contractor. A Commission is owed to Contractor after expiration or termination of this Agreement on any order that was fully signed and accepted prior to the termination or expiration date of the Agreement, and following full and final payment from the customer related to the order. No Commission is owed on any sale that occurs on a date after the termination or expiration of this Agreement.

e. **Travel and Other Expenses.** Contractor’s expenses shall be borne by Contractor and are not generally reimbursed by WWE.

**7. Term and Termination:** This Agreement shall commence on the latest date signed and will continue for a period of twelve months unless terminated prior as follows:

a. **Breach.** Either party may terminate this Agreement at any time upon failure of the other party to comply with the terms and conditions of this Agreement.

b. **Notice.** WWE shall have the right to terminate this Agreement for any reason or no reason at all upon five (5) days' notice to the Contractor.

c. **Renewal.** WWE has no obligation to renew this Agreement or to retain Contractor at the end of the Agreement term.

**8. Expenses, Equipment, and Supplies:** All expenses incurred by Contractor in performing the Services and/or discharging the obligations described in this Agreement, (including, but not limited to, all office expenses, travel and lodging, entertainment, telephone and automobile expenses, and all necessary insurances) shall be paid by Contractor without any claim or right

against WWE for partial or full repayment. Contractor shall maintain reasonable facilities and qualified trained personnel at all times to discharge the obligations described in this Agreement. Contractor must use its own equipment, supplies, and all other items necessary for the performance of Services under this Agreement. Contractor shall be responsible for all maintenance and repair of its equipment.

**9. Training:** Contractor shall be responsible for all training for any of its employees assigned to provide the Services on its behalf. In the event that Contractor wishes to participate in any WWE training, then Contractor will be required to pay for the cost of such training unless expressly agreed upon in writing and signed by the parties.

**10. Status of Contractor:** Both parties acknowledge that Contractor is an "independent contractor," as that term is defined under all local, state, federal and common laws. Neither Contractor, Contractor's owner, nor any person employed by Contractor shall ever be construed to be an employee of WWE, or a leased employee to WWE, nor shall this Agreement be construed so as to create any employment, partnership or joint venture relationship of any kind between WWE and Contractor, Contractor's owner or any of Contractor's employees or agents. Contractor agrees to take all reasonable and necessary steps to ensure that it satisfies all legal requirements for independent contractor status.

a. **No Eligibility for WWE's Employee Benefits.** Except as provided in Paragraph 10, above, Contractor shall have discretion on whether to provide disability, life, or other non-medical benefits or personal insurance for Contractor's owner and/or employees. WWE shall not provide any benefits or insurance, of any kind, to Contractor, its owner, its employees and/or agents, and those individuals shall not be eligible to participate in any pension, savings, investment, retirement or other benefit plan of any type offered by WWE to its employees. Contractor, its owner, its employees and/or agents are not eligible to receive unemployment benefits from WWE.

b. **No "Wages."** No Commissions or payments made for Services rendered by Contractor, its owner, its employees and/or its agents to WWE under this Agreement shall constitute "wages" as that term is defined by any state or federal law.

c. **Taxes and Withholdings.** Contractor acknowledges that WWE will not withhold or pay, on behalf of Contractor or Contractor's owner, employees and/or agents, any sums for income tax, unemployment insurance, social security, or any other payment or withholding pursuant to any law or requirement of any governing body with respect to any payments under this Agreement. Contractor and its owner and employees shall be solely responsible for all required taxes and withholdings for Services rendered under this Agreement. WWE shall issue an annual 1099 Tax Form to Contractor. Contractor agrees to indemnify, defend and hold WWE harmless for any claims, demands, suits, charges, penalties, fines, interest, reasonable attorney's fees, and all other costs, fees and expenses that might arise out of any classification, wage and hour, or withholding claim asserted against WWE or Contractor relating to any payments or Services under this Agreement.

d. **Non-exclusivity.** WWE recognizes and acknowledges the independence of Contractor's own business activities, and this Agreement shall not prohibit or inhibit Contractor from advertising its services to others or holding itself out to the public as such

or from performing services for other businesses during the term of this Agreement, except as may be expressly limited in this Agreement.

e. **Contractor's Responsibilities for Its Staff.** Contractor shall be solely responsible for the hiring, terminating, disciplining, direction, and control of Contractor's owner and any employees assigned to WWE projects, including, but not limited to, selection, hiring, training, supervising, setting wages, payroll, hours, performance standards, attendance requirements, and working conditions, complying with all state and federal wage and hour laws, including but not limited to, overtime laws, break laws, minimum wage laws, and others, and for adjusting grievances.

f. **Determination of Status.** In the event that the Internal Revenue Service, or any similar State agency, or other government entity, agency or representative should question or challenge Contractor's or Contractor's owner's or employees' or agents' status as an "independent Contractor", then Contractor must immediately notify WWE and WWE shall have the right to participate in any discussion or negotiation occurring with such entity, agency or representative, irrespective of whom or by whom such discussions or negotiations are initiated, and, at WWE's option, to suspend the terms of this Agreement until the issue is resolved.

g. **Safety Standards.** Contractor shall be responsible for compliance with all state and federal laws pertaining to Services rendered under this Agreement and for the training, safety and health of Contractor's owner and employees including, but not limited to, the Occupational Safety and Health Act ("OSHA"). Contractor must also comply with all safety rules of WWE or its customers relating to the Services under this Agreement.

h. **Equal Opportunity.** Contractor shall conduct itself in accordance with all applicable local, state and federal laws including, but not limited to, all laws regarding equal employment opportunity. Contractor shall be responsible for educating and training its staff on all applicable workplace laws. Contractor and its owner, employees and agents shall refrain from any type of discrimination, harassment or other conduct which would create a hostile work environment for any other person. In addition, Contractor must comply with all applicable rules, regulations, and executive orders governing federal contractors and subcontractors, including, but not limited to, Equal Opportunity/Affirmative Action clauses contained in Executive Order 11246 (60-1.4(a)), as amended, 41 CFR 60-250.4 (Protected Veterans) and 41 CFR 60-741.5 (Rehabilitation Act), which requires a written Affirmative Action Plan, annual EEO-1 and Vets-4212 reports, and adherence to all orders of the Secretary of Labor when performing work on federally funded projects.

**11. Recordkeeping.** Contractor shall maintain all personnel records, safety records, benefit records, leave records, personnel records, payroll records, tax records, records of hours worked, and all other employment-related or legally mandated records for Contractor, Contractor's owner, and employees and shall preserve such records according to all legal requirements.

**12. Intellectual Property.** Contractor acknowledges that WWE is the owner of the WWE trademark and the owner of certain additional trademarks; WWE is the owner of the copyright in sales, marketing, promotional, and related material, including the photographs taken or provided by WWE or of WWE products and/or associated text therein; and WWE is the owner of certain

patents, trade secrets, or other forms of intellectual property. Such trademarks, trade secrets, copyrights, patents, or other forms of intellectual property are collectively hereinafter “**WWE Intellectual Property.**” Contractor acknowledges that it has no ownership interest in WWE Intellectual Property and will not, by virtue of this Agreement or otherwise, acquire any such ownership interest. Contractor shall not take any action that is adverse to WWE’s interest in the WWE Intellectual Property. Upon termination of this Agreement, Contractor will immediately stop using WWE Intellectual Property, including, without limitation, WWE’s trade names and trademarks. Within ten (10) days of such termination, Contractor will return to WWE, in a commercially-reasonable manner and at Contractor’s expense, all WWE Intellectual Property, including, without limitation, all sales tools, technical manuals, binders, literature, samples, and other proprietary material and information in Contractor’s possession or control, including any electronic copies of such materials, CDs, and website materials

**13. Confidential Information:** For the period set forth in Paragraph 14.c., below, Contractor agrees that it will not disclose Confidential Information, as defined in this Agreement, directly or indirectly, by any means, to any person or entity without express written consent of WWE. Nor shall Contractor use Confidential Information except as may be necessary to perform the Services called for by this Agreement.

a. **Internal Precautions.** During the term of this Agreement, Contractor shall only disclose Confidential Information to Contractor's owner and employees on a "need to know" basis and only after notifying such employees of the confidential nature of the information and after having obligated them to the non-use and non-disclosure obligations of this Agreement. Contractor agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by WWE, to return to WWE any documents, electronic storage, or other data storage device which contains or reflects such confidential information and, in any event, upon the termination or expiration of this Agreement. Contractor shall be jointly and severally responsible for any violations by its owner or employees of this Paragraph 14, and shall take all steps necessary to legally require its owner and/or employees to comply with this Paragraph 14.

b. **Definition of Confidential Information.** The term "Confidential Information" means any proprietary and sensitive information that is possessed by WWE and used in the conduct of WWE’s business, which: (i) is not generally known to the public or competitors of WWE; (ii) confers or tends to confer a competitive advantage over one who does not possess the information; and (iii) has economic or operational value, actual or potential, to WWE. Confidential Information may include, but is not limited to: (i) information about existing, new, anticipated or potential products, product features, product formulas, processes, manufacturing capabilities, business methods, and/or services of WWE; (ii) scientific, engineering or technical information relating to the products and/or services of WWE, including, but not limited to, results of studies and research regarding the products, services, or manufacturing capabilities of WWE; (iii) information relating to purchasing, inventories, data processing, marketing, sales, financial statements or forecasts, cost and quotations; (iv) information concerning techniques, processes, or practices related to WWE’s products and/or services offered to customers; (v) information concerning the pricing strategies of WWE; (vi) information concerning the preferences of customers and/or prospective customers of WWE, specifications relating to customer treatment, and similar internal information concerning the terms of transactions of WWE; (vii) information

concerning machine equipment processes and product designs or formulations (including any drawings and descriptions thereof), product concepts, equipment configurations, and new product or service development; and (viii) information received by WWE from others which WWE has an obligation to treat as confidential. For purposes of this Agreement, “Confidential Information” shall not include, and the obligations of non-disclosure set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Contractor to have been known by Contractor prior to performing Services under this Agreement; (ii) is or becomes generally available to the public through no act or omission of Contractor; or (iii) is obtained by Contractor in good faith from a third party who discloses such information to Contractor on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed.

c. **Time Period.** This Paragraph 14 shall apply during this Agreement, including any extension or renewal of this Agreement, and shall extend for a period of two (2) years after the termination or expiration of this Agreement regardless of the circumstances, except for confidential information that qualifies as “trade secret” under applicable state or federal law, which shall continue for the duration that such information qualifies as a “trade secret”. Pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is 1) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, if disclosed solely for the purpose of reporting or investigating a suspected violation of law, or 2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**14. No Solicitation of WWE Employees:** During the term of this Agreement (including any renewal or extension), and for a period of eighteen (18) months following the termination or expiration of this Agreement, Contractor agrees not to solicit any Protected Employee of WWE to end their employment relationship with WWE for purposes of engaging in Restricted Activities.

a. A “Protected Employee” is an individual who meets both of the following criteria: (i) is employed by WWE during the term of this Agreement (including any renewal or extension); and (ii) has or had a material working relationship with Contractor (including any of Contractor’s employees) while Contractor was performing Services and where such working relationship provided Contractor with material information regarding that individual’s job skills, professional and/or personal attributes, and/or general suitability to engage in Restricted Activities.

b. “Restricted Activities” are defined as services that compete with the services offered or provided by WWE to its customers.

**15. No Solicitation of Customers:** During the term of this Agreement (including any renewal or extension), and for a period of eighteen (18) months following the termination or expiration of this Agreement, Contractor agrees not to solicit any Customer of WWE for the purpose of selling products or services competitive with the products or services offered by WWE.

a. During the term of the Agreement (including any renewal or extension), a “Customer” shall mean any person and/or entity who has purchased services or products from WWE. Following the expiration or termination of the Agreement, a “Customer” shall

mean any person and/or entity who has purchased services or products from WWE within the twelve (12) month period immediately preceding the termination or expiration of the Agreement and who Contractor had direct communication with and involvement in servicing, soliciting or working with on behalf of WWE within the twelve (12) month period immediately preceding the termination or expiration of the Agreement.

**16. Contractor's Representations and Warranties:** Contractor represents and warrants the following:

a. **Bona Fide Business.** Contractor is a bona fide business and has invested capital in establishing and maintaining its business. Contractor actively and publicly markets itself to clients other than WWE. Furthermore, the undersigned represents that he or she has the authority to enter into this Agreement on behalf of Contractor and bind Contractor to the terms and obligations set forth herein.

b. **No Legal Restrictions.** Neither Contractor nor Contractor's owner or any employees of Contractor assigned to perform Services have any legal restrictions that would preclude them from performing Services.

c. **Maintain Licenses and Records.** Contractor shall maintain all necessary licenses and consents required to perform the Services, and comply with all relevant laws applicable to the provision of the Services. Contractor shall also maintain complete and accurate records of the time spent and materials used by Contractor (and its agents) in providing and performing the Services.

d. **Additional Tax Obligations.** In addition to any tax obligations set forth in this Agreement, Contractor agrees to pay all taxes including, but not limited to, Contractor's excise tax, state sales tax, and state use tax.

e. **Cooperation.** Contractor shall cooperate with WWE and others whose work may interface or interfere with the Contractor or its Services.

f. **No Renewal.** WWE has no obligation to renew this Agreement or to retain Contractor at the end of the term of this Agreement.

g. **Disclosure.** Contractor shall disclose any outside activities, relationships or interests that may compete or conflict with the best interests of WWE.

h. **Return of Property.** Upon termination or expiration of this Agreement, Contractor shall immediately return to WWE all records, notes, documents, materials, data, memoranda, studies, equipment, supplies, property, products, and all other items of any nature, whether in electronic or tangible format, that are in Contractor's possession or control which are the property of WWE or its customers, or which contain work product or information relating to WWE. Contractor shall not retain any such records or property or copies thereof, nor use or transfer them to any unauthorized person or entity.

- i. **Employees.** Contractor agrees that any of its employees who perform Services in furtherance of this Agreement shall agree in writing to comply with Paragraphs 4, 5, 11, 13, 14, 15, and 16 prior to commencing any Services.

**17. Breach and Remedies:** Upon any breach of any term of this Agreement, the non-breaching party shall be entitled to immediately terminate this Agreement and pursue all remedies available at law or equity. The parties agree that any breach or threatened breach of this Agreement may be temporarily or permanently enjoined by any court of competent jurisdiction without the necessity of furnishing or providing any bond or undertaking. WWE shall, in addition to other remedies, have the right to set off any amounts owed to WWE from Contractor's breach against any amounts owed to Contractor by WWE. Contractor shall further be responsible and pay for all costs of enforcing this Agreement, including attorneys' fees, in the event that Contractor breaches this Agreement.

**18. Indemnification.** Contractor shall defend, hold harmless and indemnify WWE and its affiliates, officers, directors, members, agents, other employees, and customers from any loss, cost, damage, claim, expense or liability, arising out of, because of or in connection with Contractor's Services and directly or indirectly caused, by Contractor's breach of this Agreement or the negligence of Contractor.

**19. Miscellaneous Terms:** The parties further agree as follows:

- a. **Assignment.** Neither party hereto may assign its interest or obligations hereunder in whole or in part without the prior written consent of the other, provided, however, that WWE may freely assign its interest or obligations hereunder to any parent corporation or subsidiary of WWE or third-party procurement company retained by WWE.

- b. **Resolution of Disputes, Venue and Governing Law.** All claims, counterclaims, disputes, and other equitable claims including, without limitation, any and all disputes, controversies or claims arising out of or in connection with this Agreement, and any allegations of fraud in the inducement, or that relate to the parties' relationship with each other or either party's compliance with any law, that cannot be amicably settled through informal negotiation shall be resolved solely and exclusively by binding arbitration in accordance with the terms of this Agreement as well as both the substantive and procedural laws of Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association. Contractor further agrees to waive any right to participate in a class or joint action against WWE. It will not join or participate in any class action, or otherwise join with any other claimants in any proceeding including those filed in any court or arbitration. Contractor shall not serve as a class representative in any class action lawsuit brought by any person or legal entity concerning this Agreement in any respect. The arbitration must be initiated within ninety (90) days from the date any dispute arises between the parties to this Agreement or is waived. The arbitration shall be conducted in the City of Green Bay and County of Brown, Wisconsin by a panel of three (3) arbitrators that reside in Wisconsin who shall be selected as follows: (i) one (1) arbitrator shall be selected by the claimant(s) within thirty (30) days after sending the Notice of Arbitration; (ii) one (1) arbitrator shall be selected by the respondent(s) within thirty (30) days following the claimant(s) notifying respondent of the identity of claimant's arbitrator ; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days following the appointment of the respondent(s)' arbitrator. The

parties acknowledge and agree that each party shall have the option, exercisable upon written notice to the other party, to designate the arbitrator selected by such party as a non-neutral arbitrator in which event such arbitrator shall not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence.

Notwithstanding the foregoing, if either party fails to timely select an arbitrator pursuant to this Section 9.2 : (a) such party shall be deemed to have waived its right to a three-member arbitration panel and shall be required to participate in the arbitral proceedings with the one (1) arbitrator selected by the other party without any objection, and (b) the one (1) arbitrator selected by the other party shall thereafter be deemed a neutral arbitrator with whom neither party shall communicate ex parte concerning the arbitration.

c. **Integration.** Contractor acknowledges that, in entering into and executing this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement contains the entire agreement between these parties and no modification, amendment, or alteration shall be binding unless in writing and signed by a duly authorized representative of each party. This Agreement supersedes all previous contracts, agreements, or understandings.

d. **Authority.** Contractor shall have no authority or power to sign or approve any contract, quotation, bid, document, item or article on behalf of WWE, except with the prior express written consent of WWE.

e. **Non-waiver.** No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of such right shall constitute a waiver of that right or any other right.

f. **Severability.** In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court or panel, such holding will not affect the validity or enforceability of the remaining paragraph or provisions. In the event that a court of competent jurisdiction holds that the restrictions set forth in Paragraphs 14, 15, and/or 16 are unreasonable, overbroad, and/or unenforceable, the court may modify those restrictions to the extent it deems reasonable and in order to allow enforcement of those restrictions to protect WWE's legitimate business interests.

IN WITNESS WHEREOF, the parties agree to this Agreement.

WELLNESS WAY ENTERPRISES, LLC.

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone \_\_\_\_\_  
Business E-Mail \_\_\_\_\_  
Owner Name \_\_\_\_\_