

DIVINE LIVING INC.

AT-WILL EMPLOYMENT AGREEMENT:

THIS AT-WILL EMPLOYMENT AGREEMENT (hereinafter, the “**Agreement**”) entered into for the arrangement of employment by and between **Divine Living Inc.** (“**Company**”) whose office is at ***** and the individual identified in Subparagraph 1(b) below (Company and Employee shall hereinafter each be referred to as a “**Party**,” and collectively, as the “**Parties**”). For purposes of this Agreement, “**Company**” includes all business enterprises that are owned by Gina “DeVee” Ratliffe and that conduct business under the name of “Faithworks,” “Gina DeVee,” “Divine Living,” or any derivative thereof, which are intended third-party beneficiaries of this Agreement.

AGREEMENT

1. **MATERIAL TERMS:** The Parties hereby agree to the following Material Terms, which are the essence of this Agreement, and shall be used throughout, as follows:

- a. **Date of Agreement:** *****
- b. **Employee:** The term “Employee”, as used throughout this Agreement shall refer to: *****, an individual.
- c. **Contact Information**
 - SSN/FEIN:** *****
 - Address:** *****
 - Phone:** *****
 - Email:** *****
- d. **Position:** The term “Position”, as used throughout this Agreement shall refer to Company’s: *****
- e. **Start Date:** The term “Start Date”, as used throughout this Agreement shall refer to: *****
- f. **Duties and Functions:** In accordance with and addition to Paragraph 3 below, Employee shall provide the following essential job duties and functions: *****
- g. **Compensation:** Employee shall be compensated *****

RECITALS

WHEREAS, Company provides services for education, consulting, and life coaching;

WHEREAS, Company and Employee are mutually desirous of entering into a relationship in which Company shall retain Employee to provide Services (as defined above in Subparagraph 1(f) and Paragraph 3 below) and Employee is desirous of providing such Services to Company;

WHEREAS, to provide Services as required hereunder, Employee shall take over the fulltime role and responsibilities of the Position (as defined in Subparagraph 1(d) above) as may be determined by Company in its sole and absolute discretion;

WHEREAS, Employee is desirous of receiving compensation for providing such Services;

WHEREAS, Employee is not nor has been previously committed nor engaged in any other forms of work or employment during the term of this Agreement;

WHEREAS, to the extent Company and Employee may have had a preexisting employment relationship, the terms of which may or may not have been documented or memorialized in one or more prior Employment Agreements (the "Prior Agreements"), the parties intend that any and all such Prior Agreements and terms of employment are to be completely superseded and cancelled by the terms of this Agreement;

WHEREAS, each Party has been advised to and has had the opportunity to retain legal counsel of its own selection. The Parties expressly acknowledge and agree that they have each had the opportunity to be and have been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations or has had the opportunity to be so advised;

WHEREAS, each Party warrants and represents to the other that each of them fully understands all of the terms, covenants, conditions, provisions, and obligations contained herein to be performed by each of them and each of them agrees that the provisions of this Agreement are fair, equitable, reasonable, and in the best interests of both of them and hereby voluntarily accept the terms and provisions of this Agreement;

NOW THEREFORE, for the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

2. **ENGAGEMENT, TERM, AND AT-WILL EMPLOYMENT:** This Agreement shall commence as of the Start Date listed in Subparagraph 1(e) above, and shall continue in full force until terminated by either party pursuant to an "at-will" employment arrangement. As such, Employee shall be considered an "at-will" employee of Company. This means that the Company or Employee may end Employee's employment with the Company at any time, with or without cause, and with or without notice, except as provided herein. For the avoidance of doubt, this Agreement shall not renew, whether automatically or under the terms of this Agreement, unless provided in a writing executed by both Parties. The Parties expressly acknowledge that this Agreement does not constitute, nor shall it be deemed to constitute, an express and/or implied contract of employment with Company.

3. **SERVICES AND DUTIES:** Upon execution of this Agreement, Employee agrees to provide various services at the direction and under the instruction of Company, and shall be employed in the capacity of the Position, as defined in Subparagraph 1(d) above. The essential job functions and duties of the Position are listed in Subparagraph 1(c) above, and incorporated by this reference; Employee shall also perform other services, functions, duties, and responsibilities, that are customarily performed by others in similar positions, and as may be requested by Company from time to time on an on-going, intermittent basis (collectively, "**Services**"). Company reserves the right to modify Employee's position, duties, and

reporting relationship to meet business needs, and may use its business judgment and managerial discretion in deciding on appropriate discipline. Any change to the at-will employment relationship must be by a specific, written agreement signed by Employee and Company's CEO, which collectively are hereby incorporated by reference. Employee shall abide by all applicable federal, state, and local laws, regulations, and ordinances. Furthermore, Employee agrees and acknowledges that he/she/it shall adhere to the Policies and Procedures located below, any Company policies which may be implemented by Company from time to time, and Company's "Code of Ethics," which is attached hereto and incorporated by this reference as **Exhibit "A."**

4. OBLIGATIONS: Except for vacation, illness, and personal days, Employee shall use best efforts to effectuate the duties, obligations, and Services required hereunder in a competent and efficient manner, devoting his/her full business time, loyalties, skills, and attention to the Services and duties assigned to his/her/its position, and shall perform them diligently, faithfully, competently, and subject to the general supervision, advice, behest, and direction of Company. Employee shall assume such services, functions, duties, and responsibilities as are commensurate with his/her/its position, that are customarily performed by others in similar positions, and as may be requested by Company from time to time on an on-going, intermittent basis. Employee shall be held personally accountable for all Services performed hereunder, including without limitation Employee's actions, advice, interactions and results that Employee provides as an employee of Company. Employee shall be bound by Company's Operating Procedures, Policies and Practices, which are incorporated by this reference as if fully set forth hereunder. Employee shall perform all Services at any place designated by Company, as may be determined in Company's sole and absolute discretion and reasonably required for the performance of Services. Employee shall report directly to Glenn Sisk, or such other supervisor as Company may direct.

5. GUARANTEES, HOURS, AND BREAKS: Company makes no guarantees with respect to the amount of work that shall be assigned to Employee. Company's standard work week is forty (40) hours per week, 9:00 am– 6:00pm, Monday through Friday with a one hour lunch break. During Company's live events, it is standard and expected that all Company employees will also work on Saturdays and Sundays, if the event days fall over the weekend (which they often do). Standard meal and rest breaks will be allowed, and it is the Employee's full responsibility to take such breaks at the appropriate hours/times.

6. COMPENSATION: As full compensation for Services, duties and obligations rendered hereunder, Employee shall be entitled to receive and Company shall pay to Employee the Compensation listed in Subparagraph 1(g) above, payable in accordance with the normal payroll practices of Company, less all legally required or authorized payroll deductions and/or tax withholdings. Future adjustments in compensation, if any, will be made by the Company in its sole and absolute discretion, and do not guarantee future employment so as to alter the Company's at-will employment policy. Employee shall not incur overtime work, unless approved in advance by a manager of Company. If this Agreement is terminated or otherwise expires during a given year, Employee shall only be compensated on a pro-rata basis, in the sole and absolute discretion of Company, and shall not be entitled to receive, and Company shall not be obligated to pay, compensation for the entirety of that year. Nothing contained in this paragraph shall require Company to maintain or acquire any employee benefit program(s).

7. SICK DAYS AND VACATION: Employee shall be entitled to five (5) days of paid vacation annually upon reaching six (6) months of continuous employment and shall be entitled to ten (10) days of paid vacation annually after reaching twelve (12) months of continuous employment. Employee shall also be entitled to be absent from employment due to illness for five (5) days per year with pay. Employee's vacation and sick leave shall be taken in accordance with and shall be subject to the terms of the plans and policies in effect generally as to other employees of the Company; provided, that Employee must obtain Company's prior written approval regarding the scheduling of any such vacation days, in Company's sole and absolute discretion, and according to Company's sole business judgment. Company offices shall be closed on the following holidays: New Year's Day; Birthday of Martin Luther King Jr.; Easter Monday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Eve Day;

and Christmas Day. At the expiration of this Agreement, Employee will not be compensated for unused time off, nor is Employee entitled to roll over any unused time.

8. **BENEFITS:** Company does not provide any benefits, unless expressly provided for herein, or in another writing provided by Company.

9. **EXPENSES AND TRAVEL:** Company shall reimburse Employee for all reasonable out-of-pocket business expenses incurred and paid by Employee on behalf of Company in the course of his/her/its employment and in the performance of Services required hereunder; provided, that any such purchases must first be approved in advance by Company in writing, in its sole and absolute discretion. Employee's expenses that are not approved in advance by Company in writing shall be forfeited. Furthermore, Employee will forfeit his/her/its entitlement to any such reimbursements unless Employee provides proper documentation as may be required and requested by Company from time to time, and demonstrating an appropriate business purpose. Travel expenses incurred by Employee at the direction of Company in performance of Services hereunder, including, flights, hotels and staff meals shall be borne by Company; provided, that Employee adheres to the obligations of his paragraph and Agreement. Additionally, Employee shall only be reimbursed for expenses paid by Employee within the same fiscal year in which they were incurred, or within one (1) month after the end of such year.

10. **COMPANY POLICIES:** Employee agrees to abide by all applicable Company policies including, but not limited to, the Policies and Procedures, and the "Code of Ethics" contained hereinbelow. Employee also agrees to execute and abide by an Employee Nondisclosure Agreement during and after his/her employment with the Company, if requested by Company.

11. **POLICIES AND PROCEDURES:** Employee agrees to abide by the following Policies and Procedures with respect to services provided to Company's Clients ("Clients"):

- Contact with Clients shall be limited to the extent possible and limited to business matters only;
- Contact with Clients shall be made with the highest degree of professionalism. Employee shall maintain enthusiasm and respect for Clients' ventures;
- Employee may be terminated for cause if Company receives complaints of rudeness or unprofessional behavior by Employee;
- Employee shall not directly or indirectly contact Clients outside of the scope of this Agreement nor discuss rates/charges with Clients;
- Employee agrees to abide by the attached "Code of Ethics;"
- Questions/problems shall be directed by Employee to: Glenn Sisk.

12. **NO VIOLATION OF RIGHTS OF THIRD PARTIES:** Employee represents that he/she is not a party to any other agreement that will interfere with Employee's ability to fully and satisfactorily provide the services for which Employee is being employed by the Company. During Employee's employment with Company, Employee will not breach any agreement between Employee and any third-party to keep in confidence proprietary information, knowledge, or data belonging to that third-party that was acquired by you prior to Employee's employment with Company. In addition, Employee agrees that he/she will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. Employee agrees not to enter into any agreement, whether written or oral, in conflict with this provision.

13. **EMPLOYEE'S RECORDS:** Employee shall accurately track work-hours in increments of one-minute. Employee shall track hours and inform Company as soon as practicable prior to overages occurring. Employee shall supply timesheets to Company by close of business each Friday, and Employee shall supply timesheets to Company immediately upon request of Company.

14. **ASSIGNMENT OF CREATIVE WORKS:** Employee shall assign and otherwise transfer, and hereby does assign and otherwise transfer, to Company, in perpetuity and throughout the Universe, all interest in all right, title, and interest, in, of, and to confidential information, trade secrets, and inventions, whether

copyrightable or patentable or not, made or conceived by Employee, solely or jointly for Company, except for any such invention for which no equipment, supplies, facility or Trade Secret of Company was used, and which was developed entirely on the Employee's own time, and: (a) which does not relate (1) to the business of Company, and/or (2) to Company's actual or demonstrably anticipated research or development; and/or (b) which does not result from any work performed by the Employee for Company. All work performed by Employee shall be on a "work for hire" basis as defined by 17 U.S.C. 101. All confidential information, trade secrets and inventions assigned herein are hereinafter referred to as "Assigned Inventions." If for any reason any such Assigned Invention(s) with respect to this Agreement is/are deemed not to be a "work for hire," then all rights whether known or unknown in and to such Assigned Invention(s) shall be deemed assigned or otherwise transferred to Company in its/their entirety(ies), in perpetuity and throughout the Universe.

15. INTELLECTUAL PROPERTY AND WORK-PRODUCT: Employee expressly agrees that Company retains the right, in its sole and absolute discretion, to control and maintain the manner in which Company's intellectual property are administered, delivered, marketed and/or presented. All intellectual property associated with or work-product produced pursuant this Agreement shall remain the property of Company. Employee shall not retain ownership of any intellectual property or work-product with respect to this Agreement. All work by Employee shall be on a "work for hire" basis and ownership of the work-product shall vest solely in the Company. Accordingly, Company retains all right, ownership, and interest in any work-product with respect to this Agreement or materials provided by Company to Employee hereunder, and in any copyright, trademark, or other intellectual property in such work-product with respect to this Agreement or materials provided hereunder. To the extent Employee incorporates any of his/her/its preexisting work into the work performed for Company, Employee grants to Company an irrevocable, nonexclusive, perpetual, royalty-free, and fully paid-up license to use, copy, distribute, perform, display, modify, and prepare derivative works of such Employee's preexisting work for Company, in perpetuity and throughout the Universe. Similarly, Employee hereby grants to Company an irrevocable, nonexclusive, perpetual, royalty-free, and fully paid-up, right and license to use, copy, distribute, perform, display, modify and prepare derivative works of the works generated as a result of this Agreement and to sublicense any of the foregoing rights, in perpetuity and throughout the Universe. Nothing in this Agreement shall be construed to grant Employee any rights, ownership or interest in the work-product with respect to this Agreement or materials provided hereunder, or in the underlying intellectual property. Company's intellectual property and original materials shall be provided to the Employee for his/her/its use only and a single-user license. Employee shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. If for any reason any work-product with respect to this Agreement is/are deemed not to be a "work for hire," then all rights whether known or unknown in and to such work-product shall be deemed assigned to Company in its/their entirety, in perpetuity and throughout the Universe. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

16. OBLIGATIONS OF EMPLOYEE ON MATERIALS. At the request of Company or upon termination/expiration of this Agreement, Employee shall immediately deliver to his supervisor all computers, books, records, papers, notes, data reference materials, drawings, memoranda, documentation, software, tools, apparatus and any other materials furnished to Employee by Company or that were prepared or made, in whole or in part, by Employee at any time during Employee's association with or employment by Company. As such, upon termination of Employment, Employee shall return to Company all copies of documents or information containing Company trade secrets, inventions, confidential information, intellectual property (patents, trademarks, copyrights) and all other confidential or proprietary work in his/her possession or control or generated within the scope of employment. Employee shall not deliver, reproduce, or in any way allow such documents or things to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of Company. During and after termination of employment, Employee shall not publish, release, or otherwise make available to any third parties any information describing any Company inventions, Confidential Information, intellectual property, copyrighted materials, or trade secrets without first obtaining the specific written authorization of Company.

17. **CONFIDENTIALITY:** Employee acknowledges that during his/her/ engagement under this Agreement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Company and/or used by Company in connection with the operation of its business including, without limitation, Company's business and product processes, methods, customer lists, accounts, procedures, student names, student information, faculty member names, and/or faculty member information, which is/are not generally known to the public and that Employee is exposed to by virtue of its relationship with Company under this Agreement, and that may relate to the Company's past, present or future: (i) research, (ii) development, (iii) business activities and methods, (iv) clients and client lists, (v) products, (vi) services, (vii) vendor lists, (viii) marketing materials and copy or (ix) personnel (collectively, "**Confidential Information**"). Employee expressly agrees that such Confidential Information comprises Company's valuable and protected trade secrets. Employee agrees that Employee will not disclose any Confidential Information, directly or indirectly, or use any of any Confidential Information in any manner, and shall not take any action causing, or fail to take any action necessary to prevent, any Confidential Information disclosed to the Employee pursuant to this Agreement to lose its character as Confidential Information, or as trade secrets, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her engagement with Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, student names, information and data, and similar items relating to the business of Company, whether prepared by Employee or otherwise coming into Employee's possession, shall remain the exclusive property of Company. Employee shall not retain any copies of the foregoing without Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Company, Employee shall immediately deliver to Company all such files, records, documents, specifications, information, and other items in Employee's possession or under Employee's control. Employee further agrees that Employee will not disclose Employee's retention as an Employee or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of Employee's relationship to Company and of the services hereunder. **EMPLOYEE SPECIFICALLY ACKNOWLEDGES THAT THE CONFIDENTIALITY PROVISIONS ARE A MATERIAL AND BINDING TERM OF THIS AGREEMENT AND THAT COMPANY SHALL BE ENTITLED TO PROSECUTE THE BREACH OF THIS PROVISION THROUGH MONETARY DAMAGES, INJUNCTIONS, AND OTHER SUCH RELIEF ALLOWED BY THE COURTS.** This confidentiality provision shall survive the termination or expiration of this Agreement.

18. **CONFLICTS OF INTEREST; NON-HIRE PROVISION:** Employee represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Employee and any third party. Further, Employee, in rendering Employee's Services and obligations required hereunder, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Employee does not have a proprietary interest. During the term of this Agreement, Employee shall devote as much of Employee's productive time, energy and abilities to the performance of Employee's Services and obligations required hereunder as is necessary to perform the required duties in a timely and productive manner. Employee shall not, during this Agreement's term and for one-year following its termination, or for a period of time equal to the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Employee or under the provisions of this Agreement, work with Company's clients or subscribers or accept any compensation from Company's clients or subscribers whatsoever.

19. **EXCLUSIVITY:** Employee agrees that, during the term of this Agreement, he/she/it will not engage in any other employment, occupation, provision of services or any business activity outside of that which has been assigned by Company, or without obtaining the prior written consent of Company.

20. **NON-COMPETE/NON-CIRCUMVENTION:** Employee shall not contract or otherwise do business with Company's students, clients and/or persons/entities referred by Company, Company's clients or students without the prior written approval of the Company during the term of this Agreement, and for a term of one (1) year following the termination/expiration of this agreement, or for a period of time equal to

the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Employee or under the provisions of this Agreement. Because of this Agreement, the Employee may learn of the names, identities, companies, associates, partners, contacts and/or information related to the same of students and/or Company's Clients ("**Client Contacts**"). Employee agrees and acknowledges that the identities of the Client Contacts will be recognized as exclusive and valuable by Company. Employee, therefore, agrees that it will not make any contract with, deal with, or otherwise be involved in any transactions with Client Contacts and/or persons/entities referred by Client Contacts or Company's students. Moreover, during the term of this Agreement, Employee shall not engage in, or otherwise participate in, whether actively or passively, any work, business, or activity, whether paid or unpaid, that would or will create a conflict of interest with the essential business-related interests of Company, where such conflict would materially or substantially disrupt the operations of Company or Employee's performance of Services or duties hereunder. Such work shall include without limitation: directly or indirectly competing with Company or its business, or acting as an officer, director, shareholder, employee, consultant, agent, or volunteer of any business enterprise of the same nature as, or which is in direct competition with, Company, its business, or any business or activity in which Company becomes engaged during the term of this Agreement, as may be determined by Company in its sole and absolute discretion.

21. NON-SOLICITATION: During the term of this Agreement, and for a period of one (1) year following any termination, or for a period of time equal to the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Employee or under the provisions of this Agreement, Employee shall not, directly or indirectly hire, solicit, or encourage to leave Company's employment, any employee, consultant, or contractor of Company or hire any such employee, consultant, or contractor who has left Company's employment or contractual engagement. Neither Employee, nor any of its subsidiaries, affiliates, employees, or other agents, will, either directly or indirectly: (i) solicit, entice, or induce any student, Company employee/consultant to leave Company or to stop performing services for Company during Company employee/consultant's involvement in such services or during the one-year period following Employee's completion of his/her involvement in the services provided under this Agreement, or during the period of time equal to the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Employee or under the provisions of this Agreement; or (ii) hire, employ, or engage the services of any student, Company employee/consultant during Company employee/consultant's involvement in such services or during the one-year period following Employee's completion of his/her involvement in the services provided under this Agreement, or during the period of time equal to the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Employee or under the provisions of this Agreement.

22. NON-DISPARAGEMENT: In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the Parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other. This non-disparagement provision shall survive the termination or expiration of this Agreement.

23. REASONABLE RESTRICTIONS: Employee acknowledges and agrees that the restrictions placed upon Employee herein are reasonable and necessary to protect Company's legitimate interests. Employee further acknowledges that, based upon its cumulative education, experience, and training, Paragraphs 14, 15, 16, 17, 18, 19, 20, 21, and 22 will not prevent not Employee from earning a livelihood and supporting himself/herself and his/her families during the relevant time period.

24. OUTSIDE ACTIVITIES: Employee expressly agrees, acknowledges, represents, and warrants that Employee is not a party to any confidentiality, non-disclosure, non-solicitation, non-competition, or similar agreement, whether or not ultimately determined to be reasonable, with any former employer or third party, and that by executing this Agreement and/or performing Services or duties hereunder, Employee will not breach any agreement with, or obligation to, any former employer or other third party. In addition

to the Indemnification provision below, Employee covenants and agrees to indemnify and otherwise hold harmless Company, and its officers, directors, shareholders, trustees, affiliates, successors, employees, representatives, attorneys, agents, and their respective affiliates, from and against any and all claims, demands, actions, losses, liabilities, costs, and expenses whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - incurred or sustained by Company as a result of, arising out of, or otherwise relating to Employee's breach of Employee's representations and warranties set forth in this paragraph.

25. TERMINATION: Either Party may cancel this Agreement at any time with or without cause by providing written notice to the other Party. Such written notice of termination shall specify the date of termination and shall be effective immediately upon dispatch.

Upon termination of employment with the Company for whatever reason, or at the request of the Company before termination, Employee agrees to promptly deliver to the Company all records, files, computer disks, memoranda, documents, lists and other information regarding or containing any of Company's Information including all copies, reproductions, summaries or excerpts thereof, then in Employee's possession or control, whether prepared by Employee or others. Employee also agrees to promptly return, upon termination or at any time upon the Company's request, any and all Company property issued to Employee, including but not limited to computers, facsimile transmission equipment, cellular phones, keys, and credits cards. Employee further agrees that should Employee discover any Company property or proprietary information in Employee's possession after Employee's termination and departure from the Company, Employee agrees to return it promptly to the Company without retaining copies or excerpts of any kind. Upon termination, Employee shall no longer contact Company's Clients. Notice of Employee's termination or the completion of the term shall be made solely by Company.

Upon termination of the Agreement, expiration of the term, or upon completion of the term and/or Services, Employee agrees to finish all existing projects efficiently and to his/her highest standards, and shall return to Company all Company information and materials in Employee's possession, prior to end-of-business on the tenth calendar day after notice of such termination.

Upon termination of the Agreement, expiration of the term, or upon completion of the term and/or Services, Employee agrees to make introductions for Company to all vendors, contacts, and outside contractors that Company needs to carry on business as usual. These introductions must be made before end-of-business the day following notice of termination.

Upon termination of the Agreement, expiration of the term, or upon completion of the term and/or Services, Employee shall no longer contact Company's students, Clients or Client Contacts. Notice of Employee's termination or the completion of the term shall be made solely by Company. This Termination provision shall survive the termination or expiration of this Agreement.

Following the termination of this Agreement, expiration of the term, or upon completion of the term and/or Services, Employee shall, upon the request of Company, make himself/herself/itself reasonably available to Company for the purposes of hiring and training a new person or entity to replace Employee, at Employee's position under this Agreement or position at the time of such termination, expiration, or completion. Employee shall be compensated for his/her/its time hiring and training such person/entity, according to a good faith negotiation between the parties, and in any event, in the sole and absolute discretion of Company.

26. MERGER: This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

27. ASSIGNMENT: Employee shall not assign any of Employee's rights under this Agreement, or delegate the performance of any of Employee's duties hereunder, without the prior written consent of the Company. Company retains the right to freely assign this Agreement or any portion thereof without notice to or the consent of Employee.

28. SUCCESSORS AND ASSIGNS: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

29. AUTHORITY: Employee shall have no power or authority to bind Company to any terms or conditions, to make any other agreement on behalf of Company, nor shall Employee have the power or authority, or in any way make or imply that Employee has power or authority, to bind Company, or make any representation or warranty with respect to Company. Employee shall expressly disclose to any and all third parties that his/her/its authority is limited and any of Employee's representations are not binding upon Company unless provided in a writing executed by Company.

30. CHOICE OF LAW/VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law. The Parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration before Judicate West in the state of California, Los Angeles County, which arbitration shall be binding upon the Parties and their successors in interest. The Parties waive any rights to statutory discovery during the arbitration process.

31. RIGHT TO INJUNCTIONS: In no event shall either Party be liable for any special, consequential, incidental or punitive loss, damage or expenses (including but not limited to business interruption, lost business, lost profits or lost savings), whether based on breach of contract, tort (including negligence), strict liability, product liability, under statute or otherwise, even if it has been advised of the possibility of such damage. The Parties agree that, in the event that any suit is brought in contract or tort for recover under this agreement, that the Parties sole remedies shall be monetary damages.

32. LIMITATION OF LIABILITY: By entering this Agreement, Employee releases Company from any and all damages that may result from anything and everything. Employee accepts any and all risks, foreseeable or non-foreseeable, arising from such transactions.

Notwithstanding the foregoing, should Company be found liable, Company's liability to Employee or to any third party is limited to the lesser of (a) the aggregate of the total compensation paid or payable to Employee under this Agreement, and (b) Ten Thousand U.S. Dollars (\$10,000.00). All claims against Company must be lodged with the entity having jurisdiction within 100-day of the date of the first claim or otherwise be forfeited forever.

Employee agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to: direct, indirect, incidental, special, negligent, consequential, or exemplary damages arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the work-product with respect to this Agreement or materials provided by Company to Employee hereunder, or other performance of services under this Agreement. Employee agrees that participation in this Agreement is at Employee's own risk.

33. INDEMNIFICATION: Employee shall defend, indemnify, and hold harmless Company and its officers, directors, shareholders, trustees, affiliates, successors, employees, representatives, attorneys, agents, and their respective affiliates, from and against any and all claims, demands, actions, losses, liabilities, costs, and expenses whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - incurred or sustained by Company as a result of, arising out of, or otherwise relating the performance of Services or Employee's duties hereunder, except to the extent that such expenses or liabilities result from a breach of this Agreement, or the sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Employee shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

34. **WAIVER:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

35. **NOTICES:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the Canada Post or US Postal mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the Canada Post or US Postal mail addressed to the party to whom such notice. Demand or other communication to Employee is to be given to the address in the Subparagraph 1(c) of this Agreement; any demand or other communication to Company shall be given to Company's identified in the introduction paragraph to this Agreement.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

36. **REPRESENTATIONS AND WARRANTIES:** Employee and Company agree that each Party represents and warrants to the Party that each fully understands all of the terms, covenants, conditions, provisions, and obligations contained herein to be performed by each Party, and each Party agrees that the provisions of this Agreement are fair, equitable, reasonable, and in the best interests of both Parties. The Parties hereby voluntarily accept the terms and provisions of this Agreement. Furthermore, by executing this Agreement, Employee represents and warrants to Company that Employee is not under any contractual commitments that would preclude Employee from effectuating the Services hereunder, and/or are inconsistent with Employee's obligations to Company.

37. **MODIFICATION/AMENDMENT:** No amendment, change or modification of this Agreement shall be valid unless made by an instrument in writing duly executed by both Parties.

38. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written.

39. **CONTROLLING AGREEMENT:** In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Company, Company's representatives, or employees, the provisions in this Agreement shall be controlling.

40. **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. A facsimile, electronic, or e-mailed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument.

41. **HEADINGS:** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

42. **SURVIVABILITY:** The ownership, non-circumvention, proprietary rights, confidentiality provisions, termination provision, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

43. **SEVERABILITY:** If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

44. **OTHER TERMS:** Upon execution of This Agreement by signature below, the Parties agree that any individual, firm Company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, Companies, heirs, assigns, designees or consultants of which the signee is an Company, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

For: **DIVINE LIVING INC.**

**** Date

For: ****

**** Date

SAMPLE

EXHIBIT "A"

CODE OF ETHICS

- Maintain the highest degree of professionalism, cordiality, and politeness when communicating with Clients;
- Provide Company and Company's Clients with the Employee's best efforts and best work product;
- Communicate openly and truthfully;
- Exercise integrity, honesty and diligence in the performance of Services;
- Protect the interests Company and Company's Clients at all times;
- Safeguard the privacy and confidentiality of all information entrusted to Contractor;
- Present a fair, honest, and objective perspective;
- Avoid conflicts of interest and ensure that Company is aware of any potential conflicts;
- Accept full responsibility for work that Employee performs;
- Offer only those Services which Employee performs well;
- Represent truthfully information concerning the capabilities of Employee's equipment software or systems.