



CONSULTING SERVICES AGREEMENT

Thank you for choosing me, Suzanne Bowser, PhD, RD, CSCS, with livélulalife to advise and implement positive change for you. I am excited to work with you.

THIS AGREEMENT (the "Agreement"), is entered into on this date _____ by and between livélulalife a Burlington, Wyoming limited liability company (the "Consultant"), with a mailing address of 973 Lane 38, Burlington, WY 82411-9700 and;

_____, (the "Client") whose address is: _____ (collectively, the "Parties").

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Consultant (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Whatever the goal, the weakness to overcome, or the challenges faced, the power is within our clients to change and move forward. livélulalife provides clients with the opportunity to learn to utilize and "tap" into inner power, enabling them to realize their potential. We do this by education and guidance to help clients improve relationships with themselves and others as well as their relationships with food and their physical bodies. As the clients awaken the divine nature from within, their inner strength will naturally illuminate their existence as they begin to transform into the best version of themselves.
 - Consulting services include body, mind and spirit work within the scope of practice of Suzanne Bowser or other personnel associated with livélulalife.

TERM OF AGREEMENT

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until _____, subject to earlier termination as provided in the Agreement. The Term may be extended upon written consent of the Parties.
3. In the event that either Party wishes to terminate this Agreement prior to _____, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Consultant will charge the Client a flat fee of _____, paid in full for the Services (the "Compensation") due at the time of offer (during "enrollment call") unless otherwise specified between the two parties.
7. The Client will be invoiced as follows:
 - During initial enrollment call; before initial consultations commence.
8. Additional invoices (for continued services) submitted by the Consultant to the Client are due on a recurring schedule until the agreed upon termination date.
9. The above Compensation includes all applicable sales tax and duties are required by law.

REIMBURSEMENT OF EXPENSES

10. The Consultant will be reimbursed, if needed, for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
11. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the client.
13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively

a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

19. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party subcontractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services, with exception of necessary medical care.
20. In the event that the Consultant hires a sub-contractor:
 - the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

NO EXCLUSIVITY

22. The parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. ____ (Client)_____
____ (Client address)_____
 - b. Suzanne Bowser, livélulalife
973 Lane 38, Burlington, Wyoming 82411-9700

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

26. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

31. This Agreement will be governed by and continued in accordance with the laws of the State of _____ (state of client residence)_____.

SEVERABILITY

32. In the event that any of the provisions to this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

This Agreement and any other written agreements signed by the parties represent the entire agreement between the parties. You acknowledge that you are not relying upon any warranties, representations, promises, guarantees or agreements not expressly set forth in this Agreement or such other written agreements. No other warranties, representations, promises, guarantees or agreements, whether oral or written, express, implied or otherwise, shall be of any effect or validity, and the same are hereby disclaimed. All advertising and promotional material and all purported oral representations or agreements, if any, are hereby superseded by this Agreement. The benefits provided under this Agreement are not transferable by the Client or any Related Member. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____.

(client)

Suzanne Bowser, PhD, RDN, CSCS, livélulalife, LLC