

This **SERVICE AGREEMENT** (this "Agreement") is entered into as of this _____ day of _____ 20__ ("Effective Date") by and between Eastern Sun Therapeutics, LLC ("EST") a Colorado Limited Liability Company, with its principal office at 4340 East Kentucky Ave, Suite 447, Glendale, CO 80246 and _____, a _____ with offices at _____ ("Company"). This Agreement sets forth the terms and conditions under which EST will provide services to Company.

1. **Services.** Subject to the terms and conditions of this Agreement, EST will provide to Company the Services described in Attachment A hereto ("Services"). The parties may amend or supplement the initial Attachment A with additional attachments from time to time as mutually agreed upon. Any such additional Attachment(s) will be identified as Attachment A-2, A-3, etc., as appropriate, and shall be considered part of this Agreement once executed by both parties ("Attachments").

2. **Professional Services.** EST will use commercially reasonable efforts to provide the Services to Company in accordance with the terms and conditions of this Agreement.

3. **Fees and Payment.** Company shall pay to EST the fees for the Services ("Fees") in the amounts and at the times set forth on Attachment A of this Agreement. The Fees are exclusive of any transaction taxes including without limitation, sales, use, consumption, value-added or similar transactions taxes which may be imposed in accordance with applicable laws (collectively "Taxes"), and Company agrees to pay any such Taxes. Company shall not be responsible for the payment of property taxes or taxes based on EST's income. All payments will be in U.S. dollars. All Fees for Services will be due and payable 15 days from the date of invoice. EST imposes a late charge of 1.5% per month, or the maximum rate permitted by applicable law on any unpaid amounts each month (or fraction of a month) that such amounts are in arrears. Company will be responsible for the cost of collection and/or attorney fees for any past due amounts sixty days or more past due.

4. **Reference Customer.** Company agrees to act as a reference for EST. Reference situations may include telephone calls and reference to Company's use of EST services on its website at www.easternsuntherapeutics.com.

5. **Subcontractors.** From time to time, EST may, at its discretion, utilize subcontractors to provide the Services to Company. In that event, EST shall be responsible for all subcontractors adherence to the terms and conditions of this Agreement.

6. **Insurance.** EST and any subcontractors will carry no less than the minimum coverage required by CRS § 12-35.5-116. A current copy of EST's certificate of insurance is located at <http://www.easternsuntherapeutics.com/faq-forms/forms-documents>. EST can add Company as an additional insured for a fee of \$10.00.

7. **Limited Warranties; Disclaimer.** EST will provide Services in a professional and workmanlike manner in accordance with industry standards, and in accordance with the then current code of ethics set forth by the Association of Bodywork & Massage Professionals, located on their website at www.ambp.com. Company must notify EST of any non-conforming Services no later than 60 days following the date of such Services.

8. **Limitation of Liability.** Except to the extent limited by applicable laws, in no event (a) shall EST's total liability for damages arising in any way out of or relating to this Agreement exceed the aggregate amount paid by Company to EST under this Agreement; and (b) shall EST be liable for any special, incidental, indirect or consequential damages arising from this Agreement, including without limitation, lost profits, or replacement/substitution costs.

9. **Term and Termination.**

9.1 **Term; Renewal** This Agreement will begin on the Effective Date and continue in effect until all Attachments have expired or are terminated in accordance with this Section.

9.2 **Termination.** Either party shall have the right to terminate this Agreement if the other party materially breaches this Agreement or is in material default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice from the non-defaulting party, or within such additional cure period as the parties agree to in writing.

9.3 **Insolvency.** Either party may immediately terminate this Agreement if the other party (a) makes a general assignment for the protection of creditors, (b) files or has filed a petition for protection from creditors, insolvency or the appointment of a receiver or similar officer or has such a petition filed against it.

9.4 Effect of Termination. The following sections of this Agreement will survive the expiration or termination of this Agreement: Confidentiality, Limitation of Liability, and others which by their nature are intended to survive.

10. Confidentiality.

10.1 Confidential Information. Confidential Information shall mean any information disclosed by a party (the "Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is confidential or trade secret information of the Discloser that a reasonable person would recognize as confidential, such as EST's fees or discounts extended to Company, except for information that: (a) is independently developed by the Recipient without reliance on the Confidential Information of the Discloser; (b) is or becomes publicly known through no fault of the Recipient; (c) is already known by the Recipient without breach of any confidentiality obligation to the Discloser; or (d) is lawfully received by the Recipient free from any confidentiality obligation from a third party having the right to provide it without such obligations.

10.2 Use and Disclosure. The Recipient may use the Discloser's Confidential Information only as reasonably necessary to perform its obligations or exercise its rights under the Agreement and will use at least the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. The Recipient will not disclose the Discloser's Confidential Information except to its employees, contractors and permitted assigns in connection with this Agreement. Recipient may disclose Discloser's Confidential Information in response to a valid court order, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that (a) Discloser is notified in writing prior to disclosure of Discloser's Confidential Information, if allowed by law, and (b) the Recipient reasonably assists Discloser in any attempt to limit or prevent the disclosure of Discloser's Confidential Information.

11. General.

11.1 Notice. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or mailed first-class, registered or certified mail, postage prepaid to the address of the party being noticed and set forth below, or to such address as such party designates hereafter in writing pursuant to this section.

Eastern Sun Therapeutics, LLC
Attn: Stephanie Boschen
4340 E Kentucky Ave, Suite 447
Glendale, CO 80246

Company
Attn: _____
Address _____
Address _____
Address _____

11.2 No Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however that either party may assign this Agreement without the other party's consent in connection with a merger, acquisition or sale of all or substantially all of its assets. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach of this Agreement, entitling the other party to terminate this Agreement. This Agreement shall inure to the benefit of and be binding upon each party's permitted successors and assigns.

11.3 Independent Contractors. The relationship of EST and Company established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to constitute the parties as partners, franchisees, a joint venture, co-owners or otherwise as participants in a joint or common undertaking.

11.4 Severability. If for any reason a court of competent jurisdiction finds any provisions of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to affect the economic intent of the parties, and the remainder of this Agreement will continue in full force and effect.

11.5 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees and expenses.

11.6 Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Colorado, excluding its conflict of laws principles.

11.7 **Prohibition Against Discrimination.** EST and Company agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not unlawfully discriminate against any individual on the basis of race, religion, age, disability, national origin, marital status, sexual orientation, economic status or on any basis as prohibited by state and federal law.

11.8 **No Waiver; Headings; Counterparts.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement may be executed in counterparts, each of which will be deemed an original.

11.9 **Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, illness, inclement weather, traffic delays or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

11.10 **Entire Agreement; Modification.** This Agreement including any and all attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements or representations, oral or written, between the parties regarding such subject matter. This Agreement may not be modified, supplemented, amended, released or discharged except in a writing signed by the duly authorized representative of both parties. Any purchase order or other ordering instrument of Company is for Company's internal use only and will not amend the terms of this Agreement or any Attachment; any terms contained in such instrument are expressly rejected.

11.11 **Compliance with Laws.** The parties shall comply fully with all applicable federal, state and local laws in the performance of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties have caused this Agreement to be executed as of the Effective Date.

EASTERN SUN THERAPEUTICS, LLC

By: _____
Signature

Stephanie Boschen, Member

COMPANY

By: _____
Signature

Typed/Printed Name

Title

Attachment A

Services & Fees

All capitalized terms not defined in this Attachment A, have the meaning set forth in the Agreement.

1. General Information

Initial Start Date and End Date: _____

Company Contact Name: _____

EST Contact Name: STEPHANIE BOSCHEN

Company Contact Phone: _____

EST Contact Phone: (303) 324-9742

Company Contact E-mail: _____

EST Contact E-mail: EASTERSUNTHERAPEUTICS@GMAIL.COM

2. Services. EST will provide the following Services to Company: (Choose applicable Services)

A. CORPORATE WELLNESS ON-SITE MASSAGE Yes _____ Initial

Employee Pay

Weekly

Monthly

Quarterly

Company Pay

Weekly

Monthly

Quarterly

B. CORPORATE WELLNESS REFERRAL PROGRAM Yes _____ Initial

Total Number of Employees _____

Modality _____

Session Length _____

Expiration Date _____

Discount Percentage ___ 15% _____

Standard Referral Program Corporate Rates = 15% Discount offered to Company's employees; Company pays the discounted percentage amount on behalf of its employees***

Modality	Session Length	Standard Rate	Employee Rate per massage*	Company Amount per massage**
Zen Shiatsu, Integrative, Sports & Swedish	60 Minutes	\$65.00	\$55.25	\$9.75
Zen Shiatsu, Integrative, Sports & Swedish	90 Minutes	\$75.00	\$63.75	\$11.25
Myofascial Release (Deep Tissue, Neuromuscular)	60 Minutes	\$75.00	\$63.75	\$11.25
Myofascial Release (Deep Tissue, Neuromuscular)	90 Minutes	\$85.00	\$72.25	\$12.75
Orthopedic (Medical)	60 Minutes	\$90.00	\$76.50	\$13.50
Orthopedic (Medical)	90 Minutes	\$110.00	\$93.50	\$16.50

C. EVENT/PROMOTIONAL MESSAGE (Hand-in-Hand Massage) Yes _____ Initial

Donation Based: EST will provide massage services at Company's location or event, **at no cost to Company**. Anyone wishing to receive massage at the event will pay a flat fee of \$1.00 per minute. All collected fees will be split 60/40 at the close of the event. **Company will receive 40% of all monies collected** during the event, no later than ten days following the close of the event, via a check from EST.

Shared Promotion: Massage services provided at your location or event for a discounted hourly rate of _____ per hour.

Flat Hourly Rate: Massage services provided at your location or event for a flat hourly rate of _____ per hour.

Event Location & Date(s); Specific Instructions; Assumptions:

3. **Additional Terms & Conditions**

A. Corporate Massage

- Only table massages are provided. EST requires a dedicated conference room and/or office, including access to an electrical power supply for heated tables, music and phones.
- Set-up time, breakdown time, and travel time is provided free of charge. Set-up and breakdown time ranges between twenty and thirty minutes.
- A minimum of 90 minutes is required for weekly, monthly or quarterly employee pay and corporate pay appointments. Employee pay appointments are provided only with a dedicated 85% booking. EST may cancel appointments with dedicated bookings less than 85%, with twenty-four hours prior notice to the designated Company contact above, without penalty.
- **Corporate payments made at the time of service by check or credit card will receive a 10% discount. Invoices paid prior to the invoice due date receive a 5% early pay discount.**
- Corporate Massage is provided in 15, 30 or 60 minute increments at a rate of \$1.25 per minute.
- Cancellations provided less than 24 hours in advance will incur a fee equal to 50% of the total Service fees (\$56.25)
- EST reserves the right to terminate the Agreement for repeated cancellations by Company, as determined in EST's sole discretion by providing written notice to Company in accordance with the Agreement
- EST's then current policies are incorporated by reference herein, without modification. The most current version is located at <http://www.easternsuntherapeutics.com/faq-forms/forms-documents/>

B. Event/Promotion Massage

- Fees are dependent on the type of event, location, number of guests, length of the event, and the number of therapists
- The number of therapists is dependent on availability; additional therapists will be contracted by EST to accommodate your needs and/or requirements
- Company is responsible for obtaining, & payment of, any event permits or licenses, if applicable (i.e. city, county)
- All Hand-in-Hand services require a minimum of two (2) hours, 4 hours for events 20 or more miles from EST's offices.
- Services may be cancelled 48 hours prior to the event date without penalty; Cancellations provided less than 48 hours in advance will incur a fee equal to 50% of the total Service fees (Donation based services cancelled less than 48 hours in advance will incur a fee of \$50 per therapist) No fees apply to inclement weather cancellations.
- Donation Based and Shared Promotion services allow EST to market its services at Company's event. This is a material condition under which you are receiving discounted rates.
- EST's then current policies are incorporated by reference herein without modification. The most current version is located at <http://www.easternsuntherapeutics.com/faq-forms/forms-documents/>
- Company is responsible for reporting and paying any and all Taxes on any donation monies received from EST, and Company agrees to hold EST harmless from and against any and all claims, penalties or fines related to such Taxes and/or penalties