

CLIENT ENGAGEMENT AGREEMENT

This AGREEMENT between WellNow (hereinafter referred to as CLIENT) and E&E Partners, LLC (hereinafter referred to as CONTRACTOR) shall become effective on July 25, 2021. CLIENT and CONTRACTOR do hereby agree to the following terms:

SERVICES PROVIDED: CONTRACTOR shall serve in the role of "Persuader/Educator", providing training and information to employees of CLIENT regarding the National Labor Relations Act and the impact of unionization.

CONFIDENTIALITY: CLIENT and CONTRACTOR recognize that proprietary information will be shared between the two parties of this AGREEMENT. Therefore, CONTRACTOR agrees it will not release, share or disseminate any information regarding CLIENT's operations, trade secrets or business dealings or any other information deemed confidential by CLIENT to any outside third party. In addition, CLIENT agrees it will not release, share or disseminate this AGREEMENT or any proprietary information produced by CONTRACTOR to any outside third parties.

USE OF OUTSIDE COUNSEL: CONTRACTOR is not purporting to serve as legal counsel or provide legal advice. CONTRACTOR, however, will cooperate with CLIENT's inside or external legal counsel consistent with the terms of this AGREEMENT.

PROFESSIONAL FEES: In exchange for the services provided by CONTRACTOR, CLIENT does hereby agree to pay CONTRACTOR professional fees in the amount of \$400.00 per hour for all work performed on behalf of CLIENT, including time spent on-site providing professional services as well as phone calls, emails, meetings and generation of reports.

EXPENSES: CLIENT does hereby agree to pay CONTRACTOR'S reasonable out-of-pocket expenses, including airfare, lodging, meals, rental car, etc. Upon demand, CONTRACTOR shall provide receipts for all expenses claimed by CONTRACTOR.

PAYMENT OF FEES AND EXPENSES: CLIENT agrees to reimburse CONTRACTOR for all professional fees and expenses no later than thirty (30) days following receipt of invoices.

TERMINATION OF CONTRACT: This AGREEMENT may be terminated at any time by either CLIENT or CONTRACTOR.


SEVERABILITY: If any provision of this AGREEMENT becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or invalid, then this AGREEMENT shall continue in full force and effect without said provision. If this AGREEMENT continues in full force and effect as provided above, the parties shall replace the invalid provision with a valid provision which corresponds as far as possible to the spirit and purpose of the invalid provision.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between CLIENT and CONTRACTOR with respect to the subject matter herein, and shall supersede all prior oral and written agreements, representations or warranties between the parties other than those set forth herein.

MODIFICATION AND WAIVER: No modification or waiver of any provision of this AGREEMENT shall be binding upon the party against whom it is sought to be enforced, unless specifically set forth in a document signed by an authorized representative of that party. A waiver by any part of any of the provision of This AGREEMENT in any one instance shall not be deemed or construed to be a waiver of such provisions for the future, or of any subsequent breach thereof. The failure by either party at any time to enforce any of the provisions of the AGREEMENT, or to require at any time the performance of any of the provisions herein, shall not in any way be construed to be a waiver of such provisions or to affect either the validity of this AGREEMENT or the right of either party to thereafter enforce each and every provision of this AGREEMENT.

GOVERNING LAW/VENUE: This AGREEMENT will be construed in accord with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the State of Kansas, Johnson County.

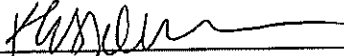
FOR WELLNOW:

By: 

Name & Title: VICE PRESIDENT

8/2/21
Date

FOR E&E PARTNERS, LLC:

By: 

Katherine Esselman, President

7/25/21
Date

Payments can be made to: E&E Partners, LLC