

# Deborah Graham, Inc.

## SCHEDULE OF SERVICES AND FEES

This Schedule of Services and Fees incorporates the terms and conditions set forth in the Service Agreement between Deborah Graham, Inc. and \_\_\_\_\_ (Customer Name) dated \_\_\_\_\_.

1. For the fees set forth below, You have retained Deborah Graham, Inc. for, and Deborah Graham, Inc. will provide You the following services:

<u>Description of Your Services [Check All That Apply]</u>	
<input type="checkbox"/>	A ½ hour session -
<u>Fees for Other Services [Write-In]</u>	
_____	
_____	
_____	

2. **Payment & Billing:** Unless otherwise specified herein, fees must be paid before Deborah Graham, Inc. undertakes any Service. The failure to pay for a Service is grounds for Deborah Graham, Inc.'s termination of this Agreement and any of Your Services. [Alternative payment and billing plans (as granted at Deborah Graham, Inc.'s sole discretion) must be written here and initialed by You and a representative of Deborah Graham, Inc.]

**NO REFUNDS:** Payment is required at the time You schedule your appointment. Once payment is made, there are no refunds. However, you may re-schedule your appointment without incurring additional fees as long as you re-schedule at least five (5) days before your scheduled appointment time. If You do not re-schedule within this five-day period, Your initial payment will not be refunded and you must pay additional fees for your re-scheduled appointment.

**READ, AGREED AND ACCEPTED:**

By You/Customer:

By DEBORAH GRAHAM, INC.

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

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

\_\_\_\_\_  
Printed Name  
Its \_\_\_\_\_ [Title]

## SERVICE AGREEMENT BETWEEN DEBORAH GRAHAM, INC. AND CUSTOMER

Thank you for your interest in retaining Deborah Graham, Inc. for intuitive and/or psychic work. You understand that your relationship with Deborah Graham, Inc. is governed by the terms and conditions set forth in this Agreement. **You understand, accept, and agree to be bound the terms and conditions of this Agreement.**

**NOW THEREFORE**, in consideration of the above promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You agree to the following terms and conditions

### TERMS & CONDITIONS

1. **Definitions.** For purposes of this Service Agreement (“Agreement”) the following definitions apply:
  - A. **Deborah Graham, Inc.** refers to and includes Deborah Graham, Inc., its principals, officers, shareholders, directors, independent contractors or consultants, representatives, employees, agents, licensors, successors and assigns, and any parent or subsidiary company.
  - B. **You, you or Customer** refers to you, the person who signs and dates this Agreement.
  - C. **Agreement** refers to this Service Agreement between You and Deborah Graham, Inc.
  - D. **Parties** refer to and include Deborah Graham, Inc. and You.
  
2. **Services.** Generally, for information purposes only, Deborah Graham, Inc. provides the following:
  - Spiritual healings and regressions
  - Tarot card readings
  - Astrology readings
  - Clairvoyant readings
  - Access your akashic records
  - Meditational classes
  - Help to restore lost relationships
  - Communication with guardian angels
  - Group events and presentations
  - Speaking engagements

The specific services provided to you are set forth in a separate Schedule of Services and Fees signed by You and Deborah Graham, Inc. and are referred to as “Your Services” throughout this Agreement. The Schedule of Services and Your Services are subject to the terms and conditions of this Agreement. Should you retain Deborah Graham, Inc. for additional services in the future, You and Deborah Graham, Inc. will complete and sign another Schedule of Services. Every Schedule of Service incorporates this Agreement and is subject to its terms and conditions.

Although Deborah Graham, Inc. prides itself on its honesty, integrity, and caring psychics, Deborah Graham, Inc. strongly suggests that You accept any and all information given to you by it in a strictly metaphysical nature only. You understand that all services are for entertainment purposes only.

3. **Services NOT Provided.** You understand that Deborah Graham, Inc.’s services do NOT include, and Deborah Graham, Inc. does NOT provide any employment, business, financial, legal, emotional, spiritual, mental, psychological, family, medical or other specialized services or advice. You understand that Deborah Graham, Inc. is not a substitute for any such services or advice. For any such matter you should seek advice from the relevant qualified expert. Deborah Graham, Inc. does not read for minors. All decisions and actions concerning such matters are yours alone and your responsibility.

4. **No Guaranty of Outcome or Success:** Although Deborah Graham, Inc. will use its best efforts to provide services to You, You understand that Deborah Graham, Inc. obviously cannot guarantee success, any particular outcome, or provide any warranties, express or implied of any kind. Your payment of Deborah Graham, Inc.’s fees is not contingent upon the outcome of Deborah Graham, Inc.’s services or the results obtained.

5. **Staffing:** Primary responsibility for Your Services will initially be assumed by Deborah Graham, President/CEO of Deborah Graham, Inc. However, Deborah Graham, Inc., at its sole discretion, may assign work in connection with Your Services to other internal employees, agents, or outside consultants or contractors of Deborah Graham, Inc.

6. **No Refunds:** Payment is required at the time You schedule your appointment. Once payment is made, there are no refunds. However, you may re-schedule your appointment without incurring additional fees as long as you re-schedule at least five (5) days before your scheduled appointment time. If You do not re-schedule within this five-day period, Your initial payment will not be refunded and you must pay additional fees for any re-scheduled appointment.

7. **DISCLAIMER OF WARRANTIES – READ CAREFULLY.** The information and services provided through Deborah Graham, Inc. is for guidance only. Nothing is 100% set in stone. What you choose to do with the information, including any actions you take, is your own personal responsibility and choice. All services and questions answered should NOT be regarded as employment, business, financial, legal, emotional, spiritual, mental, psychological, family, or medical fact or advice and you alone are responsible for your own interpretation and judgment. Due to differing opinions regarding psychic abilities, all services are offered for entertainment purposes only.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DEBORAH GRAHAM, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, DEBORAH GRAHAM, INC. MAKES NO WARRANTY THAT (I) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (II) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU FROM DEBORAH GRAHAM, INC. WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DEBORAH GRAHAM, INC. SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**THERE ARE SIMPLY NO WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND FOR THE SERVICES OR PRODUCTS, IF ANY,**

**SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.**

8. **LIMITATION OF LIABILITY & DAMAGES. No Incidental Damages and/or No Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DEBORAH GRAHAM, INC., INCLUDING ITS OWNERS, OFFICERS, PRINCIPALS, DIRECTORS, AGENTS, EMPLOYEES, CONSULTANTS, CONTRACTORS, SUCCESSORS, OR ASSIGNS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES ARISING OUT OF RELATING TO YOUR USE OF DEBORAH GRAHAM, INC.'S SERVICES. WITHOUT LIMITING THE GENERALITY AND EXPANSIVENESS OF THE FOREGOING, THIS LIMITATION OF LIABILITY AND DAMAGES APPLIES TO ALL CLAIMS, CONTROVERSIES, OR DISPUTES INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATING TO (I) DEBORAH GRAHAM, INC.'S SERVICES OR YOUR SERVICES IN WAY (II) AS A PUBLISHER OF INFORMATION, (III) IF APPLICABLE, AS A RESELLER OF ANY PRODUCTS OR SERVICES, IF APPLICABLE (IV) IF ANY PRODUCTS ARE SOLD OR PROVIDED, FOR ANY DEFECTIVE PRODUCTS, (V) FOR ANY INCORRECT OR INACCURATE INFORMATION, (VI) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, AND/OR (VII) THIS AGREEMENT. THIS LIMITATION ON LIABILITY IS COMPREHENSIVE AND APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR UNDER ANY LEGAL THEORY OR OTHERWISE, EVEN IF FORESEEABLE OR EVEN IF AN INDIVIDUAL ADVISES DEBORAH GRAHAM, INC. OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND ENTIRE MAXIMUM LIABILITY OF DEBORAH GRAHAM, INC., INCLUDING ANY OF ITS OWNERS, OFFICERS, PRINCIPALS, DIRECTORS, AGENTS, EMPLOYEES, CONSULTANTS, SUCCESSORS, OR ASSIGNS, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY SERVICE OR PRODUCT SOLD BY DEBORAH GRAHAM, INC. UNDER THIS AGREEMENT, OR, IF YOU NOT HAVE PAID DEBORAH GRAHAM, INC. FOR ITS SERVICES OR PRODUCTS, THE AMOUNT OF US \$25.00.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DEBORAH GRAHAM, INC. AND YOU. THE SERVICES AND/OR PRODUCTS OFFERED BY AND THROUGH THIS AGREEMENT WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. **SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.**

**9. No Liability for Non-DEBORAH GRAHAM, INC. Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DEBORAH GRAHAM, INC., INCLUDING ITS OWNERS, OFFICERS, PRINCIPALS, DIRECTORS, AGENTS, EMPLOYEES, CONSULTANTS, CONTRACTORS, SUCCESSORS, OR ASSIGNS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, BODILY INJURY, EMOTIONAL DISTRESS, OR PUNITIVES, ARISING OUT OF RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF DEBORAH GRAHAM, INC.'S SERVICES AND/OR PRODUCTS. YOU AGREE THAT DEBORAH GRAHAM, INC., INCLUDING ITS OWNERS, OFFICERS, PRINCIPALS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUCCESSORS OR ASSIGNS, IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF OTHERS EVEN IF SUCH ACT/OMISSION CONSTITUTES A CRIME OR TORTIOUS CONDUCT GIVING RISE TO CLAIMS OR CAUSING INJURY TO YOU. AS SUCH, DEBORAH GRAHAM, INC. IS NOT LIABLE FOR, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM YOUR ACTS AND/OR OMISSIONS.

**SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.**

10. **Indemnification.** You agree to defend, indemnify, and hold Deborah Graham, Inc. harmless from and against any claims, actions or demands, liabilities and settlements including without limitation reasonable legal fees and related fees and costs, resulting from, or alleged to result from, (1) your breach or violation of this Agreement and any written and signed Schedules thereto, (2) your failure to provide accurate, complete and current personally identifiable information requested or required by Deborah Graham, Inc. (3) your use of Deborah Graham, Inc.'s Services, including without limitation your interpretation of any information provided through Your Services or any act or decision you made in connection with the Services and/or information provided through Your Services; (4) any personal injury or property damage caused by You; and/or (5) Your violation of any applicable laws, rules or regulations,. Without limiting the foregoing agreement to indemnify, Deborah Graham, Inc. reserves the right, but does not have to, at its own costs to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event you will fully cooperate with Deborah Graham, Inc. in asserting available defenses.

11. **Non-Disclosure of Confidential Information.**

A. **"Confidential Information"** means certain valuable information, whether written, oral, magnetic, photographic, electronically created and/or stored, or in other form, tangible or intangible, that belongs to, is used by, or that is in the possession of Deborah Graham, Inc. and that relate to Deborah Graham, Inc.'s services, Your Services, marketing, marketing plans, business and consultation strategies, independent contractors, development plans, concepts, ideas or designs, services, strategies, pricing, sales, clients and customers, customer or client lists or data, exclusive providers, collaborative partners, representatives, programs, finances, financial data, costs, compensation, developmental plans, computer software (including all operating system and systems application software and source code), computer apps or tools, business plans, products, materials, technology, inventions, processes, formulas, product specifications, technical information, engineering, present and future projects or products (including but not limited to concepts and materials relating to such projects or products), supplier lists and other supplier data, developments, know-how, methodologies, techniques, discoveries, trade secrets, and research, all of which Deborah Graham, Inc. deems confidential and not intended to be disseminated to the public or other persons or entities in Deborah Graham, Inc.'s trade or business, and not generally known to the public or Deborah Graham, Inc.'s competitors. **It is understood by the Parties that such Confidential Information includes, without limitation, any and all information which gives Deborah Graham, Inc. an advantage over competitors who do not know or use such information.**

B. **Non-Disclosure of Confidential Information of Deborah Graham, Inc.** Deborah Graham, Inc. takes efforts to preserve the confidentiality of its Confidential Information. In some instances, as part of Your Services, Deborah Graham, Inc. may share some Confidential Information with You. You acknowledge that You may, now or in the future, have access to Confidential Information. You understand that Confidential Information may be contained in written materials, written or verbal communications, or in Your mind – and that such information is confidential regardless of the manner in which You obtain it or store it. You also acknowledge and understand that Deborah Graham, Inc.'s Confidential Information is a valuable asset to it. Accordingly, You agree that You shall at times during your receipt of any of Your Services or

engagement with Deborah Graham, Inc., and thereafter, hold all Confidential Information in the strictest confidence, and will not duplicate, transmit by any method, or use Confidential Information in any manner, or directly or indirectly disclose it to any third party (even in the course of casual discussions) except upon the express written request or unless compelled to do so by court order or the law. If You are unsure whether any information of Confidential Information or within general public knowledge, You will keep said information confidential and not disclose to, or discuss with, any other person or entity and will seek written clarification from Deborah Graham, Inc. as how to treat said information. You understand and acknowledge that your agreement and assent to the confidential provisions of this Agreement is a material inducement of Deborah Graham, Inc. to provide Your Services to you or otherwise be engaged by You.

C. **Non-Disclosure of Confidential Information of Individual Deborah Graham in Particular.** You shall hold in the strictest confidence, and shall not duplicate, transmit by any method, use in any manner, directly or indirectly disclose (or confirm or deny the veracity of) any event, fact or allegation, circumstance, issue, rumor, occurrence, or other item or matter of any kind, that pertain directly or indirectly to (A) Deborah Graham (“Ms. Graham”); (B) her family, relations or intimate acquaintances; (C) her businesses, professional and personal activities and relationships, finances or investments; and/or (D) other matters relating to her life, including but not limited to any pictures, recordings in any medium (or transcripts or descriptions thereof), records and documents – except upon the written request or express written consent of Ms. Graham or her current talent agent, personal manager, or attorney. (All such information and material – which may or may not also constitute Confidential Information - is referred to as the “**Graham Information**”). You acknowledge that Graham Information may be contained in written materials, written or verbal communications, or in your mind – and that such information is confidential regardless of the manner in which you obtain it and store it). Without limiting the generality of the foregoing, You agree that you shall not --- except upon the express written request or written consent of Ms. Graham or her current talent agent, personal managers, or attorneys: (i) discuss, disclose or otherwise communicate any Graham Information to or with the media, or any other person or entity; (ii) give any interviews, make any statements (written or verbal), give any speeches or lectures, and/or answer or make any comments with respect to any questions or other inquiries regarding Graham Information or which would divulge any Graham Information; (iii) prepare or assist anyone in the preparation of any books, articles, news reports, televisions or motion picture productions, or other creations (in whatever medium), that directly or indirectly, or by implication or reference, concerns, relates to, or involves the Graham Information (including but not limited to any information or material that concerns any person, whether fictional or not, whom a member of the general public could reasonably construe as associated with Ms. Graham, her family, relations or intimate acquaintances (collectively referred to as “Graham Parties”) – regardless of whether or not there was a disclaimer to disassociate any such fictitious person(s) with them).

You understand and acknowledge that maintaining the confidence of the Graham Information (or, deciding if, when and how to release the Graham Information, and the manner in which it is done) is critically important to each Ms. Graham and Deborah Graham, Inc. and that each of those Parties has valuable commercial interests in controlling the Graham Information given Ms. Graham’s highly public persona and the great value to her and the other Graham Parties established goodwill; and accordingly, Your agreement and assent to these confidential provisions of this Agreement is a material inducement of Deborah Graham, Inc. to provide Your Services to you or otherwise be engaged by You.

D. **Disclosures Required By Law.** Nothing in this Non-Disclosure Agreement will prevent You from disclosing any of the Confidential Information if required by law upon a court order or subpoena. If You are required by law to disclose Confidential Information, **as soon as** You are notified of the legally required disclosure (such as subpoena or court order) **and prior to disclosing** any Confidential Information, You shall immediately notify Deborah Graham, Inc. in writing of the legally required disclosure so, that prior to your legally required disclosure, Deborah Graham, Inc. may take appropriate legal action to protect its Confidential Information and prevent its disclosure.

E. **No Time, Geographical, or Territorial Restrictions: This Non-Disclosure of Confidential Information does not have any time, geographical, or territorial restrictions. Except for Disclosures Required by Law, You must keep all Confidential Information confidential and must not disclose any Confidential Information at all times.**

12. **Intellectual Property.** As between You and Deborah Graham, Inc., You agree that Confidential Information and the Graham Information shall remain the sole exclusive property of Deborah Graham, Inc., Deborah Graham, individually, or their designees, as they may determine amongst themselves. It is understood that the term “Intellectual Property Rights” as used herein, shall mean all copyrights, trademarks, and service marks, trade secrets, patents, patent applications, contract rights, know-how and other proprietary rights, including without limitation all rights considered “moral rights,” whether existing now or in the future, throughout the world which belong to either Party. You acknowledge that any threatened or actual breach or infringement of any kind of Intellectual Property Rights or other proprietary rights of Deborah Graham, Inc. or Deborah Graham, individually, and/or Confidential Information or The Graham Information by You will constitute immediate, irreparable harm, for which equitable remedies may be awarded by a court of competent jurisdiction.

13. **Non-Disparagement.** As a material condition of Deborah Graham, Inc.'s agreement to provide Your Services to You, You shall not, in any communications in any media or public forum of any kind (including without limitation social media pages, websites, or online communities, etc.) and/or in any communications to any third persons criticize, ridicule or make any statement which disparages, is derogatory of, or inimical to Deborah Graham, Inc., Deborah Graham, Inc.'s services, any of Deborah Graham, Inc.'s present, former or future officers, principals, directors, employees, agents, and/or affiliates, Deborah Graham, or any of the Graham Parties. Without limiting the generality of the foregoing, You agree that You shall not, at any time, make any statements, written or verbal, or cause or encourage others to make any such statements, that: (A) defame or disparage Deborah Graham, Inc., Ms. Graham, or any of the Graham Parties; or (B) that are likely to be harmful to professional reputations of Deborah Graham, Inc., or the professional or personal reputation of Ms. Graham and/or any of the Graham Parties.

14. **Liquidated Damages for Violations of Confidentiality and Non-Disparagement Provisions.** You acknowledge and agree that, given Deborah Graham's highly public persona, and the great value to her and Deborah Graham, Inc.'s established goodwill, Deborah Graham, Inc. and Deborah Graham, individually, would be irreparably harmed by any violation of the confidentiality provisions and/or the non-disparagement provision in this Agreement, and that it would be impracticable and extremely difficult to ascertain the amount of damages caused by You breach of them. Thus, if You are found to have materially breached either or both of those provisions, You agree to pay, as liquidated damages, to Deborah Graham, Inc., the sum of Five Million Dollars (US \$5,000,000.00), plus any other sums (including but not limited to all monies You received by or paid to You, in any way, by, through or in connection with Your violation of these provisions and attorneys' fees) recoverable by them under this Agreement or otherwise.

15. **Rights to Injunctive Relief.** You acknowledge that your breach of the non-disclosure, confidentiality, intellectual property and/or non-disparagement provisions in this Agreement would cause irreparable injury, including (as to the latter) a loss of goodwill and harm to reputation – and that money damages, even if available, will not be an adequate remedy to compensate Deborah Graham, Inc. or Deborah Graham, individually, concerned. Thus, You agree that in the event of your actual or threatened breach of those provisions, Deborah Graham, Inc. shall have, in addition to any other remedies, the right to injunctive or other equitable relief, without the obligation to show actual harm and without posting a bond or undertaking.

16. **RESOLUTION OF DISPUTES & AGREEMENT TO ARBITRATE:** You and Deborah Graham, Inc. agree that any claim, controversy or dispute arising out of or related to Your Services and/or this Agreement (collectively referred to as "Disputes") shall be determined by final and binding arbitration instead of suing one other in court. Furthermore, You and Deborah Graham, Inc. are committed to resolving Disputes in an amicable and professional manner; and, therefore, before either Party may proceed to arbitration, the Parties must take the following steps to resolve any such dispute in the order set forth below:

A. **Informal Discussions:** Within ten (10) Business Days of the non-complaining party's receipt of a written request (via email is fine) from the complaining party, both parties agree to have an informal discussion in person or by video telephone conference via Skype or other means. You understand that Deborah Graham, Inc. will designate, in its sole discretion, who will conduct this face to face or video telephone conference on its behalf.

B. **Use of Collaborative Law Process or Mediation.** If the informal face to face discussion or video telephone discussion do not resolve the dispute, the Parties agree to either initiate a Collaborative Law Process or schedule a mediation within ten (10) Business Days of the initial complaint. The first collaborative team meeting or mediation must take place within 30 Days of the initiating the Collaborative Law Process or scheduling the mediation. (Collaborative Law Practice is a voluntary dispute resolution process in which parties strive to settle their differences without resort to litigation. For more information see the website for the International Academy of Collaborative Law Professionals at <http://www.collaborativepractice.com>.) Should the Parties decide to engage in the Collaborative Law Process, (1) each Party must enter into a written Collaborative Law Process Agreement, and (2) each Party agrees that the applicable statutes of limitations for any claims addressed in the Collaborative Law Process are tolled during the pendency of the Collaborative Law Process. If both Parties do not agree to the Collaborative Process, then the Parties must attend mediation. Each Party will be responsible for its own fees or costs associated with the Collaborative Law Process and one-half the fees of the collaborative facilitator, or one-half the costs of mediation, including the mediator's fees.

C. **AGREEMENT FOR ARBITRATION:** Except as set forth in sub-paragraph (D) below, only after the Parties completed, in good faith, the steps outlined above in sub-paragraphs (A)-(B) may either Party proceed with arbitration. You agree that all such Disputes, including any determinations of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration heard and administered by the American Arbitration Association in Augusta, Georgia before a panel of one arbitrator selected and agreed by both parties (or, if requested by any Party prior to the time

allowed for the selection of arbitrators, a panel of three). It shall be administered pursuant to the American Arbitration Association's rules and procedures. Judgment on the award of the arbitrators may be entered in any court having jurisdiction. This paragraph shall not preclude the Parties from seeking provisional remedies in aid of arbitration for a court of competent jurisdiction, and for such purposes, You hereby irrevocably submit to the personal jurisdiction of the State and Federal Courts sitting in Richmond County, Georgia and waive all objections to such jurisdiction and venue. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court applicant for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision; provided that the party filing the Agreement shall use all available efforts to file it under seal.

**No Class Actions.** YOU AND DEBORAH GRAHAM, INC. ACKNOWLEDGE THAT NEITHER ONE OF YOU WILL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE WITH THE OTHER PARTY. Further, neither you nor Deborah Graham, Inc. agrees to class arbitration or any arbitration where a person brings a dispute as representative of other person(s).

YOU AND DEBORAH GRAHAM, INC. AGREE THAT YOU ARE BOTH GIVING UP THE RIGHT TO GO TO COURT IN CONNECTION WITH DISPUTES, AND THAT YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, **NOT** A JUDGE OR JURY.

If any provision of this **RESOLUTION OF DISPUTES & AGREEMENT TO ARBITRATE** provision is found to be illegal or unenforceable, it shall be deemed stricken and the remaining provisions shall be enforced to the greatest extent allowed by law. If any provision is found overbroad or unreasonable, it shall be given effect to the greatest extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT TO ARBITRATE.** Initial Here \_\_\_\_\_

**D. Claims to Enforce Restrictive Covenants:** If Deborah Graham, Inc. suspects for any reason that You are engaging in any act that breaches any of the Confidentiality, Non-Disclosure, Non-Disparagement and/or Intellectual Property provisions contained in this Agreement or that any such act is imminent, Deborah Graham, Inc. may skip the above dispute resolution steps and proceed directly with, at its election, arbitration or a formal lawsuit. However, if Deborah Graham, Inc. opts to follow the steps outlined above in Paragraphs the above-sub-paragraphs (A)-(B), the Parties agree that doing so does not waive any of Deborah Graham, Inc.'s claims, does not waive or lessen Deborah Graham, Inc.'s ability to prove irreparable harm, and does not constitute a defense of any kind for You.

**E. Failure to Follow Dispute Resolution Steps.** If a Party fails to follow the dispute resolution procedures above, that Party will be responsible to pay, as liquidated damages, to the other Party, \$200.00 per day for every day that the Party fails to follow the above-specified steps. This liquidated damages is related solely to the failure to follow the dispute resolution process and is in addition to any other damages or equitable relief available to either Party.

**17. Governing Law:** This Consulting Agreement and the rights and duties of the Parties hereunder are governed by the laws of the State of Georgia.

**18. General Provisions.**

**A. Conflicts and Survival.** You understand that the terms and conditions of this Agreement are in addition to, and not in replace of, the Terms of Use on Deborah Graham, Inc.'s website and any other written agreement signed by You and Deborah Graham, Inc.; and You agree that if there is a conflict between them, the provisions of the agreement affording greater protections and grants of rights to Deborah Graham, Inc. shall control, except as otherwise may be expressly agreed by Deborah Graham, Inc. in writing. You also agree that your covenants, representations and warranties under this Agreement shall survive the expiration or termination of Your Services or your engagement of Deborah Graham, Inc. or Deborah Graham, individually. Notwithstanding the foregoing, You understand that Your assent to this provision is a condition of, but shall not be deemed to establish Your rights to, Your Services with Deborah Graham, Inc., and/or Your engagement or continued engagement of Deborah Graham, Inc.

**B. No Verbal Agreements.** You understand that this Agreement supersedes and preempts any prior verbal understandings, agreements, or representations between the Parties.

**C. Written Amendments Only.** No change or modification of this Agreement will be binding unless signed by the duly authorized representative(s) of Deborah Graham, Inc. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect its validity, binding effect, or enforceability.

**D. No Waiver.** The failure of Deborah Graham, Inc. to enforce any provision of this Agreement shall not operate as a waiver in that or any other instance.

**E. Severability.** If any provision is found to be illegal or unenforceable, it shall be deemed stricken and the remaining provisions shall be enforced to the greatest extent allowed by law. If any provision is found overbroad or

unreasonable, it shall be given effect to the greatest extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

F. **Successors and Assigns.** This Agreement shall be binding upon You and your heirs and successors, and shall inure to the benefit of Deborah Graham, Inc. and its respective heirs, successors and assigns. The Agreement is personal to You; as such, You cannot assign your rights or obligations under this Agreement to any third person or entity without express written approval by Deborah Graham, Inc.

G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Scanned and/or faxed copies of this Agreement shall have the same force as an original.

H. **No Strict Construction.** The language used in this Consulting Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

I. **Headings.** The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or any part hereof.

J. **Notices.** Any notice provided for under this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail, return receipt requested, or via email with receipt confirmation, to the address below each Your signature at the end of this Agreement and to Deborah Graham, Inc. at PO Box 273508, Boca Raton, Florida 33486.

19. **Representations and Warranties.** You represent and warrant that: (A) You are 18 years of age or older and have the full right and power to enter into this Agreement; (B) You understand the terms and conditions set forth in this Agreement; (C) You understand that Your Services are for entertainment purposes only and do NOT include any employment, business, financial, legal, emotional, spiritual, mental, psychological, family, medical or any other specialized services and that Deborah Graham, Inc. is not a substitute for any such services or advice; (D) You are responsible for your own decisions; (D) You are not relying on any statement, representation, promise or inducement not set forth in it; and (E) You are signing this Agreement voluntarily and of your own free will.

**READ, AGREED AND ACCEPTED BY:**

<p>_____</p> <p>Date                      Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>Email</p> <p>_____</p> <p>Phone Number</p>	<p><b>DEBORAH GRAHAM, INC.</b></p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>It's (Print Title of Signatory)</p> <p>_____</p> <p>Date</p>
---	---