

CONSULTING SERVICE AGREEMENT

THIS CONSULTING SERVICE AGREEMENT (this “**Agreement**”) dated <Date>, 20 , is by and between FEI BEHAVIORAL HEALTH, INC., a Delaware corporation with its principal place of business at 11700 West Lake Park Drive, Milwaukee, Wisconsin 53224 (“**FEI**” or the “**Company**”), and <Company name>, with its principal place of business at <Company address> (“**Client**”). Capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in Exhibit I attached hereto.

RECITALS

A. The Company’s Consulting Services (the “**Program**”) include, among other things, (i) employee assistance program services (“**EAP Services**”), a problem-solving resource for employees and their immediate family members, (ii) “**Legal and Financial Services**” which includes referrals for legal and financial consultation (iii) “**Work-Life Services**” which includes consultation and resources for child care and parenting, adoption, education, dependant adult care, and elder care, (iv) advice and management consulting to human resource and business line managers regarding behavioral health issues that affect individuals and organizations (“**Management Consultation**”), (v) critical incident response services in the event of a human trauma in the workplace (“**Critical Incident Support Debriefing Services**”), and (vi) other programs to assist in managing the wellness and behavioral issues of employees and their families.

B. Client desires to purchase from the Company, and the Company desires to provide Client with certain EAP Services, Work-Life Services, Management Consultation and Critical Incident Support Debriefing Services on the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Services.

(a) Services. During the Term (as defined in Section 3, below), the Company shall provide certain EAP Services, Work-Life Services, Management Consultation and Critical Incident Support Debriefing Services as set forth in Exhibit II attached hereto (collectively, the “**Services**”). The Company shall comply with all laws, regulations and ordinances applicable to the Company’s performance of the Services described herein, including, without limitation, privacy rights of individuals who utilize the Company’s Services, and shall secure all required licenses and permits required by law, regulation or ordinance. Notwithstanding the foregoing, under no circumstances will FEI be responsible or liable for any obligation that applies to Client under any applicable law.

(b) Cooperation. Client shall, from time to time upon reasonable request and notice from the Company, provide the Company with any and all information necessary for the Company to perform its obligations hereunder, including, without limitation, an accurate employee count (including all employees described in Section 2(a), below) upon execution of this Agreement and annually thereafter during the Term (as defined in Section 3, below), and shall execute such agreements, documents and instruments as the Company shall deem reasonably necessary to perform its obligations hereunder. Client shall immediately inform the Company of any terminated benefit-eligible employee when providing an accurate employee count on the dates noted above. The Company recommends extending Services to terminated employees for thirty (30) days following termination or until the end of the month in which the termination occurs.

2. Fees.

(a) Fees and Expenses. In consideration of the Services required of the Company hereunder, Client shall pay to the Company the fees and charges identified on Exhibit III attached hereto (the “**Fees**”). Fees for capitated contracts will be based on the eligible employee count provided to the Company as of the Commencement Date of this Agreement as required by Section 1(b), above. Exhibit III sets forth the eligible employee count as of the Commencement Date (the “**Initial Employee Count**”). Client hereby acknowledges that the Company relied on the Initial Employee Count in establishing the Fees. Any employee included in the Initial Employee Count or added to any eligible employee count delivered by Client hereunder, shall for purposes of calculating the Fees hereunder, be deemed included in all eligible employee counts whether (i) such employee continues to be employed by Client, (ii) becomes employed by an Affiliate of Client or, (iii) whether in connection with, or as a result of, a sale, lease, exchange or other transfer or divestiture of any portion of the Client’s assets or business or a merger or consolidation to which the Client or an Affiliate of Client is a party, becomes an employee of another Person (in the case of subsections (ii) and (iii), an “**Employee Transfer**”). For the avoidance of doubt, the Client may remove an employee from the Initial Employee Count or other eligible employee count delivered hereunder if such employee ceases to meet the Client’s eligibility standards set forth on Exhibit III, attached hereto, except in cases where eligibility standards are not satisfied due to an Employee Transfer. For purposes of this Section 2(a), the term “**Person**” means an individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or organization, and the term “**Affiliate**” means with respect to any Person, another Person controlled by, controlling or under common control with, that Person. In addition, Client shall reimburse the Company for all ordinary or necessary business expenses, including actual and reasonable travel expenses incurred by the Company on behalf of Client in connection with the Services provided hereunder; provided, however, that the Company shall be required to submit adequate accounting for such expenditures and such proof as shall be reasonably necessary to establish to the satisfaction of Client that such expenses were ordinary and necessary business expenses incurred on behalf of Client. All Fees and other charges described herein are exclusive of sales, use, value added or other taxes which may be applicable to the Services to be performed by the Company hereunder. Any such taxes shall be the sole responsibility of

Client and, in the sole discretion of the Company, may be paid by the Company and billed to Client.

(b) Invoices. Fees (and all other charges) will be due upon the Commencement Date of the Initial Term and the Commencement Date of each Renewal Term thereafter (individually a “**Payment Date**”, collectively, the “**Payment Dates**”). The Company will invoice Client no less than thirty (30) days in advance of the Payment Date. Payments not made on or before the thirtieth (30th) calendar day following the Payment Date shall be subject to a late charge accruing from the Payment Date until paid in full at the rate of 12% per annum, compounded daily, which shall be paid by Client to the Company upon demand. Client will notify the Company in writing within thirty (30) days of the date of receipt of an invoice of any invoice inaccuracies or disputes (a “**Disputed Amount**”). The Company will promptly review any Disputed Amount submitted by Client and (i) if deemed justified by the Company, in its sole discretion, issue a credit for the Disputed Amount or (ii) if deemed unjustified by the Company, in its sole discretion, require that the Disputed Amount be immediately paid in full. Any Disputed Amount that is not deemed justified by the Company, in its sole discretion, shall be subject to a late charge accruing from the Payment Date until paid in full at the rate of 12% per annum, compounded daily, which shall be paid by Client to the Company upon demand.

Calculate based on 1 or 3 year Term

3. Term. The initial term of this Agreement shall commence on the date hereof (the “**Commencement Date**”) and terminate on <Month, Day>, 20<yr> (the “**Initial Term**”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive <one (1) three (3) year> periods (each a “**Renewal Term**”) unless either party declines renewal of this Agreement by providing written notice to the other party of such nonrenewal at least ninety (90) days prior to the expiration of the Initial Term or any such Renewal Term. As such, for a notice of nonrenewal to be effective in accordance with the “notice” provisions of Section 11, below, the notifying party must deliver written notice of non-renewal to the other party not later than (a) ninety-one (91) days prior to the second anniversary of the Commencement Date, if notice of nonrenewal is made pursuant to Section 11(a), (b) ninety-two (92) days prior to the second anniversary of the Commencement Date, if notice of nonrenewal is made pursuant to Section 11(b), below, (c) ninety-one (91) days prior to the second anniversary of the Commencement Date, if notice of nonrenewal is made pursuant to Section 11(c), below, or (d) ninety-six (96) days prior to the second anniversary of the Commencement Date, if notice of nonrenewal is made pursuant to Section 11(d), below. **The Fees Client will be charged for the Services during any Renewal Term may increase as set forth on Exhibit III attached hereto, and if the Company exercises its right to increase the Fees, the Company will notify Client thereof in each Renewal Notice.**

< initials >

Initials

BY INITIALING HERE, CLIENT
ACKNOWLEDGES THAT IT HAS
RECEIVED A COPY OF, READ AND
UNDERSTANDS THE FOREGOING
AUTOMATIC RENEWAL DISCLOSURES.

Notwithstanding the Term set forth above, this Agreement may be terminated:

(a) By either party if the other party breaches any provision of this Agreement or fails to perform any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party;

(b) By the Company upon thirty (30) days written notice to Client in the event Client fails to make any payment required hereunder when due and such failure is not cured within such thirty (30) day period;

(c) By either party immediately upon written notice to the other party should (i) (A) the latter party commence a voluntary case or other proceeding, (B) an involuntary case or other proceeding be commenced against the latter party and not be discharged within thirty (30) days, or (C) any such case or proceeding otherwise be commenced against the latter party, in each case seeking liquidation, reorganization or other relief with respect to the latter party or its debts, or seeking the appointment of a trustee, receiver, liquidator, custodian, conservator or similar official for the latter party or any substantial part or its property, (ii) the latter party consents to any such relief or makes a general assignment for the benefit of creditors or (iii) the latter party fails generally to pay its debts as they become due.

4. Effect of Termination. Termination of this Agreement shall not release any party from any other obligation or liability hereunder or deny any party any right or payment hereunder, in any case, which at the date of termination has already accrued to such party. The right to early termination is not to be construed as the exclusive remedy of either party for breach of duties and obligations under this Agreement.

5. Limitation of Liability; Indemnification.

(a) Disclaimer of Warranty. THE SERVICES PERFORMED OR PROVIDED PURSUANT TO THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY THE COMPANY OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF THE COMPANY. THE COMPANY FURTHER DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL IMPLIED WARRANTIES FOR THE SERVICES OF THE COMPANY SOLD, DELIVERED OR USED UNDER THIS AGREEMENT. THE COMPANY DOES NOT MAKE ANY WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN.

(b) Disclaimer of Warranty and Liability for Third Party Providers and Subcontractors. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY SERVICE PROVIDED BY ANY THIRD-PARTY PROVIDER OR SUBCONTRACTOR OF THE COMPANY AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY SERVICES

PROVIDED UNDER THIS AGREEMENT OR ANY ALLEGEDLY DEFECTIVE SERVICES DUE TO ANY ACT OR OMISSION, OR FAILURE OR CONDITION, OF ANY SUCH THIRD-PARTY SERVICE PROVIDER OR SUBCONTRACTOR. THE COMPANY FURTHER DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL IMPLIED WARRANTIES FOR THE SERVICES PERFORMED BY A THIRD-PARTY PROVIDER OR SUBCONTRACTOR SOLD, DELIVERED OR USED UNDER THIS AGREEMENT. THE COMPANY MAKES NO WARRANTY THAT ANY SERVICES PROVIDED BY A THIRD-PARTY SERVICE PROVIDER OR SUBCONTRACTOR COMPLY WITH ANY LAW, DOMESTIC OR FOREIGN.

(c) Limitation of Liability. The liability of each party with respect to this Agreement or anything done in connection herewith, including, without limitation, the performance or breach of this Agreement, or from the sale, delivery, provision or use of the Services provided under or covered by this Agreement, whether in contract, tort (including negligence or strict liability) or otherwise, shall not exceed the fees previously paid (or payable, in the event of a claim by the Company for non-payment of outstanding fees that exceed the amount of fees previously paid) to the Company by Client in respect of the Services.

(d) Consequential or Other Damages.

(i) IN NO EVENT SHALL EITHER PARTY HAVE LIABILITY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHICH IN ANY WAY ARISE OUT OF RELATE TO, OR ARE A CONSEQUENCE OF, THIS AGREEMENT, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR LOST PROFITS, BUSINESS INTERRUPTIONS OR ANY LOSS OF BUSINESS OR GOODWILL.

(ii) IN NO EVENT SHALL THE COMPANY HAVE LIABILITY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHICH IN ANY WAY ARISE OUT OF RELATE TO, OR ARE A CONSEQUENCE OF, ANY EAP SERVICES PROVIDED TO ANY CLIENT EMPLOYEE, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY HARMFUL ACTION (EITHER TO THEMSELVES OR OTHERS) OF A CLIENT EMPLOYEE WHO UTILIZED THE COMPANY'S SERVICES.

(iii) IN NO EVENT SHALL THE COMPANY HAVE LIABILITY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY,

PUNITIVE OR OTHER DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHICH IN ANY WAY ARISE OUT OF RELATE TO, OR ARE A CONSEQUENCE OF, ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT ON ITS WEBSITE, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CLIENT'S OR ITS EMPLOYEES ACCESS TO AND USE OF THE COMPANY'S WEBSITE, OR (C) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF CLIENT'S OR ITS EMPLOYEES USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE COMPANY'S WEBSITE.

(e) Indemnification. Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party and all of its officers, directors, partners, members, principals, employees and agents (collectively, the "**Indemnified Party**") from and against any and all demands, claims and actions by third parties, and all liabilities, judgments, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection therewith (collectively, "**Claims**"), arising or resulting from (i) the Indemnifying Party's breach of this Agreement; or (ii) the gross negligence or intentional misconduct of the Indemnifying Party in connection with the performance of its obligations under this Agreement. Neither party's indemnification obligation shall extend to Claims to the extent resulting from the negligence or misconduct of the Indemnified Party. The Indemnifying Party will have the right to participate in the defense and settlement of every such claim or suit. Prompt notice in writing of any claim made or suit instituted for which indemnification may be sought under this Section 5(e) must be given by the party seeking indemnification to the party from whom indemnification is sought; provided, that the failure to provide prompt notice shall not prevent a party from receiving indemnification pursuant to this Section 5(e) except to the extent the other party was prejudiced as a result of such failure.

6. Confidentiality. For purposes of this Section 6, the party disclosing, or allowing access to, certain of its confidential and/or proprietary information shall hereinafter be referred to as the "**Disclosing Party**" and the party receiving such confidential and/or proprietary information shall hereinafter be referred to as the "**Receiving Party**."

(a) Confidential Information. During the Term of this Agreement and for a period of two (2) years after termination for any reason or expiration of the Agreement, the Receiving Party shall not use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose any Confidential Information to any person other than a person designated by the Disclosing Party. If the Receiving Party receives Confidential Information, the Receiving Party shall prevent any person from receiving such Confidential Information other than employees of the Receiving Party who acquire knowledge of the same in order to assist the Receiving Party in the performance of its obligations under this Agreement; provided, that the Receiving Party shall inform such employees of the Receiving Party's obligations herein

and such employees shall agree to maintain the confidentiality of the Confidential Information. Further, the Receiving Party shall at all times safeguard and protect the Confidential Information in the same manner that it safeguards and protects its own proprietary information, and, in any case, with not less than reasonable care. For the purposes of this Agreement, “Confidential Information” includes all proprietary information relating to the business of the Disclosing Party disclosed or made available to the Company, including, without limitation, information concerning personnel information relative to the Disclosing Party’s employees. Notwithstanding the foregoing, information which (1) can be demonstrated by the Receiving Party to have been known by it prior to the date of this Agreement; (2) is or becomes generally available to the public through no act or omission of the Receiving Party; (3) is obtained by the Receiving Party in good faith from a third party who discloses such information to the Receiving Party on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) the Receiving Party is required to disclose by law shall not be subject to the restrictions of this Section 6. In the event that the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with reasonable notice thereof and the documents requested thereby so that Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of such Confidential Information that the Receiving Party is legally required to disclose as advised by counsel.

(b) Injunctive Relief. The parties acknowledge that a breach of Section 6 would cause Client irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, Client shall be entitled to injunctive relief in addition to any other remedies it may have at law or in equity.

7. Intellectual Property.

(a) Ownership of the Company’s Intellectual Property. The Company shall have the sole and exclusive ownership of all rights, title and interest in and to its intellectual property (the “Intellectual Property”) and all modifications and enhancements thereof (including all trade secrets, patents and copyrights pertaining thereto). Client hereby acknowledges that it has no rights to the Intellectual Property except for the rights and privileges expressly granted herein in connection with the Services. Client further acknowledges that the Intellectual Property contains trade secrets and confidential information of the Company. Any unauthorized copying or modification of the Intellectual Property, or sublicense or transfer of any copy, adaptation, transcription, or merged portion of the Intellectual Property to any other party in any way not expressly authorized by the Company will result in the immediate termination of this Agreement.

(b) Exclusive Rights to Trademarks: Assignment of Acquired Rights. Client retains the exclusive right to all trade names, logos, trademarks and service marks of Client, its subsidiaries, divisions or Affiliates, heretofore or hereafter used or acquired, and the Company agrees not to use any such trade name, logo, trademark or service mark, without first securing the consent of Client in writing. Should the Company adopt, develop or acquire, directly or indirectly, any right, title, or interest in or to any such trade

name, logo, trademark, service mark in which Client has exclusive rights, or any goodwill developed in connection therewith, such rights shall revert to Client and the Company agrees, for the consideration of One Dollar (\$1.00) and upon request or demand by Client, to assign to Client or any designee of Client all right, title and interest in any such trade name, logo, trademark or service mark, together with any goodwill developed in connection therewith.

8. Corporate Records. Right to Inspect. The Company shall retain all records which are pertinent to the performance of the Services during the Term and for two (2) years after its expiration or termination. All such records will be available for inspection by Client, or its designated representatives, upon Client's request at reasonable and mutually agreeable times, while this Agreement remains in force and for two (2) years after its expiration or termination. The Company shall reasonably cooperate with Client, or its designated representatives, in the conduct of such inspection. However, this stipulation does not pertain to individual client records.

9. Force Majeure. In the event the performance by the Company of its duties or obligations hereunder is interrupted or interfered with by reason of any cause that is extraordinary, unanticipated as of the date of this Agreement and beyond the reasonable control of the Company, including, but not limited to, fire, storm, flood, earthquake, explosion, war, rebellion, insurrection, quarantine, act of God, boycott, embargo, labor disturbances, terrorism, shortage or unavailability of supplies, riot, or governmental law, regulation or edict (collectively, the "**Force Majeure Events**"), the Company shall not be deemed to be in default of this Agreement by reason of its nonperformance due to such Force Majeure Event, but shall give notice to Client of the Force Majeure Event.

10. Independent Contractor and Nature of Relationship. The Company and Client acknowledge and agree that in performing services hereunder, the Company is acting as an independent contractor/consultant to Client. Nothing contained herein or otherwise shall be construed in such a manner as to create the relationship of principal and agent between Client and the Company or the relationship of employer/employee between Client and any of the Company's employees. Neither party will have the authority to enter into agreements of any kind on behalf of the other party or to otherwise bind or obligate the other in any manner to any third party. The Company understands that Client shall maintain all incidents of ownership and control of its business inclusive of daily decision-making such that nothing in this Agreement shall in any manner or form hinder Client's control.

11. Notices. Any notice, request, demand, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date delivered, if delivered by hand, (b) one (1) business day following being delivered by a nationally recognized overnight courier service, (c) on the date sent by facsimile or electronic mail transmission (confirmed by the sender's systems) or (d) five (5) business days following being mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

If to the Company as follows:

FEI Behavioral Health, Inc.
11700 West Lake Park Drive
Milwaukee, Wisconsin 53224
Attention: Daniel J. Potterton
Facsimile: (414) _____

If to Client as follows:

Client Name
Street /PO Box
City, State Zip
Attention: Name
Facsimile: ()

or to such other address or to the attention of such person or persons as the recipient party has specified by prior written notice to the sending party. If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

12. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Subcontracting of Services. Any Services to be provided by the Company hereunder may be performed by any subcontractor or third-party provider of the Company reasonably selected by the Company. The Client acknowledges and agrees that the Company shall not be responsible for the performance (and/or the failure to perform) of any of its subcontractors or third-party providers or other acts and omissions of its subcontractors or third-party providers or persons directly or indirectly employed by them in furnishing Services under this Agreement.

14. Successors and Assigns. Except as set forth in Section 13, above, this Agreement may not be assigned or subcontracted by any party hereto without the prior written consent of the other party hereto, which consent shall not be withheld unreasonably; provided, that without such consent, either party may assign this Agreement to one or more of its Affiliates, provided that such party remains responsible for assuring such Affiliate(s)' compliance with the obligations of such party hereunder. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties and hereto and their respective successors and assigns.

15. Governing Law. This Agreement and the exhibits hereto shall be governed by and interpreted and enforced in accordance with the laws of the State of Wisconsin, without giving

effect to any choice of law or conflict of laws, rules or provisions (whether of the Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

16. Venue. The parties agree that any dispute, claim or controversy relating to or arising under this Agreement or the dealings of the parties which cannot be resolved amicably by the parties shall be commenced and prosecuted exclusively in the state or federal courts located in Milwaukee County, Wisconsin, and each party consents to the exercise of personal jurisdiction over such party by such state and federal courts.

17. Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located within Milwaukee County in the State of Wisconsin for the purposes of any suit, action or other proceeding arising out of this Agreement. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

18. Entire Agreement. This Agreement and any documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto set forth the entire understanding of the parties hereto with respect to the subject matter hereof. All exhibits referred to herein are intended to be, and hereby are, specifically make a part of this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement; provided, however, that this Agreement and any exhibits related hereto shall not supersede, alter or affect any contract, agreement or relationship between an Affiliate provider of the Company and Client to the extent any such contract or agreement exists as of the date hereof.

19. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. Survival. The provisions of Sections 6 and 7 shall survive the termination of this Agreement without limitation or for the applicable periods contained therein.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same

EXHIBIT I
DEFINED TERMS

I. Employee Assistance Program (“EAP”)
A. EAP Assessment & Consultation: 24-hour, toll-free telephonic access to licensed (or certified) counselors; intake assessment, consultation and guidance.
B. Short-Term Counseling and Referral Services: Referrals to a national network of licensed (or certified) counselors for assessment and short-term counseling at offices within 20 minutes or 20 miles from the work site or home. Telephonic counseling on appointment basis also available.
II. Work-Life Services
A. Work-Life Consultation and Referral: Telephonic consultation with Work-Life Specialists regarding Child Care/Parenting, Adoption, Educational Resource, Elder/Adult Care. Work-Life Specialists work with callers to provide verified referrals to resources within 5 business days of initial consultation.
B. Legal Consultation: One telephonic and/or 30-minute in-person legal consultation per legal matter on issues such as divorce, real estate, custody and DUI’s. Legal consultations do not cover employment related issues.
C. Financial Consultation: One telephonic consultation per financial matter including financial counseling, debt management, credit report review, housing and financial planning.
III. Website and Program Communications
A. LifeCycle Connect Website: A website contains eligibility and benefit information, commonly asked questions about using EAP and Work-Life Services, and quarterly employee newsletter. The Resource Library features a collection of informational tools and resources for all areas of life management.
B. Quarterly Employee Newsletter: An online quarterly newsletter containing brief articles addressing seasonal topics, wellness, and work-life balance. The Quarterly Employee Newsletter can be accessed via the link in the Resource Library on the LifeCycle Connect website.
C. Manager’s Outlook: A quarterly bulletin posted on the LifeCycle Connect website designed specifically for managers and supervisors with topical articles.
D. Monthly Emails: Brief topical emails customized with client company’s toll-free number and URL to help promote the Program services with calendar specific topical messages. The monthly emails are addressed to the designated program contact(s) as part of an annual promotional packet and at the beginning of each month.
E. Promotion Materials(Electronic): Promotion materials which are available via the LifeCycle Connect website.
IV. Learning and Development

<p>A. Monthly Webinars: One-hour long webinars on a variety of relevant and timely topics such as Stress Management, Effective Communications, Recognizing the Signs of Alcohol/Drug Abuse, etc. All Webinars are made available for later viewing after the scheduled event on the LifeCycle Connect website. Sign-up instructions are posted on the LifeCycle Connect website.</p>
<p>V. Organizational Services</p>
<p>A. Account Management: A dedicated Account Executive is assigned to provide oversight of and accountability for the delivery of the highest quality FEI services.</p>
<p>B. Manager Consultation: Clients have 24/7 access to an account executive to discuss issues related to the workplace, including employee performance or behavioral problems, difficult or challenging workplace situations, workplace violence, critical incidents, and other concerns.</p>
<p>C. Critical Incident Support Debriefing (CISD): At the request of a Client FEI will coordinate services in response to any critical event, such as workplace violence, industrial accidents, employee deaths, difficult employee, employee terminations, and reductions in the workforce, natural disasters or any other trauma in the workplace. CISD are conducted by professional counselors who go on-site to be available to meet with affected employees and managers for emotional and psychological support.</p>

EXHIBIT II

: <Company Name>:

EMPLOYEE ASSISTANCE/WORK-LIFE SERVICES

SUMMARY OF CONTRACTED SERVICES

I. Employee Assistance Program (EAP)	
A. EAP Assessment & Consultation	Included
B. Short-Term Counseling and Referral Services	<Three (3) or (5) five> sessions per eligible individual per Contract Period.
II. Work-Life Services	
A. Work-Life Consultation and Referral	One per employee and or their dependent per Contract Period. A personalized resource packet mailed are mailed within 5 business days of initial consultation. One request per employee and or their dependent per Contract Period.
B. Legal Consultation	One (1) per employee and or their dependent per Contract Period.
C. Financial Consultation	One (1) per employee and or their dependent per Contract Period.
III. Website and Program Communications	
A. LifeCycle Connect Website	Included. Unlimited access.
B. Quarterly Newsletter - <i>EAPost</i>	Available on the LifeCycle Connect website.
C. Manager's Outlook	Available on the LifeCycle Connect website.
D. Monthly Emails	Monthly.
E. Promotion Materials (Electronic)	Brochures for distribution and printing are provided electronically via LifeCycle Connect website.

IV. Learning and Development	
A. Monthly Webinars	Scheduled monthly. Unlimited attendance.
V. Organizational Services	
A. Account Management	Included
B. Manager Consultation - Option 2	Two (2) per Contract Period for Clients that selected Option 2.
C. Critical Incident Support Debriefing (CISD) - Option 2	One (1) per Contract Period for Clients that selected Option 2. Three (3) hour maximum onsite response.

EXHIBIT III

: <Company Name>:

**EMPLOYEE ASSISTANCE/WORK-LIFE SERVICES
PROGRAM FEE SCHEDULE AND TERMS***

1. Capitalized Terms:	\$< Calculated based upon Term and Option> per employee per month
2. Employee Count:	At contract initiation < Employee count> employees. Updated employee census to e provided quarterly as defined in #3 below.
3. Benefit Eligible Participants:	Full-time and part-time employees and dependents. Dependent to include: spouse, dependent children up to age 21 and domestic partner. The Client will provide an eligible employee count (the “Eligible Employees”) as of the date hereof. Such Eligible Employee count to be updated annually upon the anniversary date of the Agreement.
4. Contract Period:	<Commencement Date> to <Date calculated based upon terms of the Agreement>
5. Capitated Contract Billing Terms:	Calculated and payable yearly in advance

ADDITIONAL SERVICES: FEE-FOR-SERVICE*

I. Organizational Services	
A. Crisis Intervention: On-site critical incident support debriefing (CISD) services.	\$175.00 per hour plus a flat \$150.00 fee for travel expenses per day.
Cancellations: In the event of a cancellation or rescheduling of a confirmed response within 24 hours of the originally scheduled appointment the Client agrees to pay a flat fee of \$300 per each scheduled professional counselor for each scheduled event that is cancelled. Deadline for cancellations of service scheduled for Monday is 12:00 noon on the Friday.	

* After the initial service period the Company may replace the above Program Fee Schedule and Terms with an updated and revised Program Fee Schedule and Terms listed and add additional services that the Company may wish to offer to its customers. The updated and revised Schedule of Fees will serve to replace the fees above for the Term of the Agreement.