



MCKENZIE MANAGEMENT

This Website Services Agreement ("Agreement") is made and entered into as of the date certified by the purchase of the evaluations by and between The McKenzie Company, a California Corporation, (the "Company"), and the person(s) or entity acting as Employer who requested the service ("Client"). The Client certifies that he/she/it has read and understood the terms and conditions associated with ordering this website service, and agrees to such terms. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Services

Company agrees to provide a service to Client designed to evaluate the practice from an initial walk-in patient approach. These on-site visits, performed randomly following the ordering of this service are not disclosed to the employee. The evaluation report produced from this walk in visit will consist of preset questions and is done with Client's consent.

2. Indemnification for Negligence or Misconduct for Onsite Mystery Shopping Services.

McKenzie Management and the Mystery Shopper shall hold the Client harmless for any liability for loss, damage, or injury to persons or property resulting from any negligent Client Services that may occur to the Mystery Shopper while performing Services, whether foreseeable or non-foreseeable, to the fullest extent allowed by the law. Likewise, the Client shall hold the Mystery Shopper and McKenzie Management harmless for any liability for loss, damage, or injury to persons or property resulting from any negligent activity of the Mystery Shopper, while receiving Client Services, except for gross negligence or criminal and intentional tortious actions. McKenzie Management does not approve of any grossly negligent or criminal and intentional tortious actions by the Mystery Shoppers and they will not be considered within the course and scope of the Mystery Shoppers' duties. The Client accepts all liability in the event litigation is brought forth by employees or doctors contracted with Client as a result of findings provided on written evaluations of business practices.

3. Term and Termination

This Agreement commences on the date first authorized by Client when selecting and paying for this service and will continue until the completion of the Service requested. Client may terminate this Agreement prior to the full completion of the service upon the Company receiving written notice of Client's desire to terminate, but there is no refund to Client in the event of early termination. Client's notice of early termination should be sent to the Company's address at 3252 Holiday Court, Suite 110, La Jolla, CA 92037, or such other addresses as either party might notify the other. The notice of termination is effective upon delivery if personally delivered, or seventy-two (72) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

4. Governing Law

This Agreement is interpreted pursuant to the Federal and State laws applicable to the location of Client.

5. Entire Agreement

This Agreement is the entire agreement of the parties regarding this service and supersedes any prior agreements between them, whether written or oral. No waiver,



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alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

6. Severability

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

7. Sole Remedy Against the Company

Client agrees and acknowledges that its sole remedy against the Company for any dispute Client may have about the service or how the Company performed that service is limited to, at most, a refund of the fee paid by Client for the service. The Company provides no express or implied warranty of merchantability or fitness for purpose, and the Company is not responsible for any consequential or other damages incurred by Client because of this service.

8. Attorney Fees / Venue / Binding Arbitration

a. In the event of any litigation or arbitration by Client or Client's employees because of the Company's services, the prevailing party in any such action shall be entitled to reimbursement of reasonable attorney fees, court costs and such other charges incurred because of the litigation or arbitration.

b. Venue for any litigation or arbitration shall be in the County of San Diego, State of California.

c. In the event of any dispute between the Company, Client and Client's employees, all parties agree to submit such dispute to final, binding and judicially enforceable arbitration before an arbiter mutually agreed to by the parties pursuant to the rules applicable to such arbiter, or as otherwise agreed by the parties.

By checking "yes" you have read this agreement and making payment for the service requested, Client accepts all terms for providing this service as listed above.