

CLIENT ACKNOWLEDGMENT OF NON-TREATMENT AND CONSENT FOR CONSULTATION

DISCLOSURE STATEMENT

Consultation and education provided by members of the Lifespan Navigation team at Banister Advisors, LLC (Navigators), does not establish a clinician-patient relationship and does not constitute or provide clinical health treatment. Any information and/or recommendations provided by Navigators are educational in nature and are not intended to be a substitute for clinical physical or mental health treatment. If a client believes that they or someone under their care may need clinical physical and/or mental health treatment, they should consult a doctor or other appropriate clinical professional.

If a client believes that they or someone under their care may need professional legal, financial, tax, or real estate advice, they should seek out a licensed professional in one or more of those fields.

By initialing next to each acknowledgment below, I agree to the following:

_____ I have read and understood the above *Disclosure Statement*.

_____ Consultations are not intended for those experiencing an acute physical or mental health crisis. If I am experiencing, or anyone under my care, is experiencing a crisis I should call my area's crisis line or visit an Emergency Department.

_____ I understand and agree that I am not, nor is anyone under my care, receiving health care services from Banister Advisors, LLC, which is not a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA). I further understand that I will not have access to any records created by Banister Advisors, LLC as a result of this consultation.

_____ While the information I share during the course of a consultation with Banister Advisors, LLC is private, all Navigators (as licensed mental health professionals) are mandated by Banister policy and in many cases, also by local laws, to report to authorities any concerns about abuse or neglect of a child or vulnerable adult to local authorities.

_____ If, during the course of a consultation, the client discloses or gives reason to believe that they are experiencing, or anyone under their care is experiencing acute suicidal thoughts or intent, or homicidal thoughts or intent, Banister Advisors, LLC will take steps to contact emergency services to provide immediate assistance to the client. This may require the disclosure of private client information to emergency services and/or local authorities.

_____ Neither Banister Advisors, LLC, nor any of its respective employees, agents and contractors are acting in the capacity of clinical psychologists, attorneys, real estate brokers, escrow agents, financial or tax advisors, accountants, auctioneers, counselors (whether for mental health or otherwise) or real estate appraisers.

_____ Neither Banister Advisors, LLC, nor any of its respective employees, agents and contractors will provide Client(s) with professional legal, financial, tax, or real estate advice.

CLIENT SERVICES AGREEMENT

TERMS & CONDITIONS

- 1. Scope of Services.** The Company agrees, pursuant to the terms herein, to provide health crisis navigation, bereavement services and estate expeditor consulting, and deliver such deliverables (collectively the “Services”) directly to and for the benefit of Client in exchange for the Fees, as identified in the applicable Statement of Work (“SOW”) attached hereto and incorporated herein. The Parties shall execute a new SOW in the form attached hereto as Exhibit A for all Services or additional Services to be performed pursuant to the terms of this Agreement, and each SOW shall be subject to the terms and conditions of this Agreement. In case of any conflict between the terms of this Agreement and any SOW, this Agreement shall control. The Company may provide its Services through any of its respective employees, agents and contractors, in the Company’s sole and exclusive discretion, at the Fees and rates set forth in an applicable SOW.
- 2. Term; Termination; Suspension of Services.** The term of this Agreement shall extend from the Services Commencement Date through the period of any executed SOWs and until terminated by either Party for convenience upon no less than five (5) days’ written notice to the other Party. Unless otherwise stated in the applicable SOW, if Client terminates this Agreement, the Company shall be entitled, as full compensation for any work performed for Client, to keep any Fees already received by the Company for Services completed hereunder and to be paid for Services performed and reimbursed for Expenses incurred for which payment has not been made.
- 3. Expense Reimbursement; Invoicing.** During the term of the Services, Client hereby authorizes the Company, as its agent, to purchase certain items or incur certain reasonable expenses relating to the Services on the Client’s behalf, including, without limitation, airfare, house cleaning services, catering services, and floral services (the “Expenses”); provided, however, that **Company must receive prior written consent from the Client to incur a specific Expense on the Client’s behalf.** The Company will invoice Client for all Expenses approved in accordance with this Section and Services performed by Company, and such invoice will include a report evidencing the Company’s expenditures (each an “Invoice”). Client shall pay the Company the amount reflected in such Invoice within thirty (30) days of the date set forth on such Invoice. Client shall be solely and exclusively responsible for all sales tax, shipping charges and any other charges associated with any Expenses, as applicable. Such additional charges shall be billed to the Client if incurred by the Company. The Company makes no guaranty, representation or warranty whatsoever regarding the quality of any goods or services purchased by Company on the Client’s behalf, including the quality of any goods upon delivery, fluctuations in price of the goods or services, or the shipping or delivery dates related to such goods, and shall have no liability therefor.
- 4. Agency Appointment.** During the term of the Services, the Client hereby appoints Company as its non-exclusive representative and primary point of contact to seek out, facilitate and procure Industry Professionals (as such term is defined in Section 5 below) on behalf of the Client. For the avoidance of doubt, Company shall not have any authority to bind the Client to any contract or obligation with respect to any Industry Professionals, but shall instead coordinate and initiate negotiations, solicit proposals from such Industry Professionals and present the same to the Client, help to prepare the Client’s matters in relation to the Services for such Industry Professionals, make introductions, and facilitate the exchange of information related thereto. All final and binding decisions on whether to enter into any contract for services with any Industry Professional shall be made by the Client, in its sole and exclusive discretion, and nothing herein shall obligate the Client to accept or approve any Industry Professional proposal submitted pursuant to this Agreement. Client, or any party executing this Agreement on behalf of the Client, has all requisite capacity and power and full legal authority to execute and deliver this Agreement on behalf of the Client and to perform its obligations hereunder.
- 5. Disclaimer of Other Services.** Company shall not provide, consult on, or attempt to provide, in whole or in part, any services or labor performed by any third-party industry professionals, including, without limitation, psychologists, funeral home directors, air ambulance service providers, in-home hospice providers, professional home organizers,

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attorneys, real estate brokers, escrow agents, financial or tax advisors, accountants, auctioneers, counselors (whether for mental health or otherwise) or real estate appraisers (collectively, “Industry Professionals”) hired by Client or enlisted for any part of the Services. The Company shall have no liability whatsoever regarding any services or labor performed by, or payments to, any Industry Professional hired by Client, and Client shall be solely and exclusively responsible for the payment of all costs, fees and expenses from any Industry Professionals, and Client shall ensure that all Industry Professionals bill and invoice Client directly.

For the avoidance of doubt, Client acknowledges and agrees that Company and its respective employees, agents and contractors shall only perform lifespan navigation planning, health crisis navigation, bereavement services, and estate expeditor consulting as expressly set forth in this Agreement and the applicable SOW. Client acknowledges and agrees that neither Company nor any of its respective employees, agents and contractors are psychologist, attorneys, real estate brokers, escrow agents, financial or tax advisors, accountants, auctioneers, counselors (whether for mental health or otherwise) or real estate appraisers, as those terms are defined in RCW 18.27 *et. seq.*

6. Disclaimer of Warranties. All Services provided, Expenses incurred and Industry Professionals referred to Client under this Agreement or any SOW are provided “as-is,” “where-is,” “with all faults,” and without warranty of any kind. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. **In no event shall the Company be liable to Client for indirect, special, incidental, consequential or punitive damages of any kind, including, without limitation, emotional distress damages arising out of or related to any Industry Professionals, the Services provided or any Expenses incurred.** The obligations of the Company under this Agreement do not constitute personal obligations of the individual managers, members, affiliates or owners of the Company, and Client shall not seek recourse against the individual managers, members, affiliates or owners of the Company or any of its managers’, members’, affiliates’ or owners’ personal assets for satisfaction of any liability with respect to this Agreement.

8. Indemnification. Client agrees that it shall defend, indemnify and hold harmless (and pay any and all other expenses and attorneys’ fees in connection therewith) the Company and its respective managers, members, employees, contractors, affiliates and agents (collectively, the “Company Parties”) from and against any and all liability, loss, liens, claims, damages, expenses, fees and/or actions arising from or relating to any breach of Client’s obligations set forth in this Agreement, including without limitation, any claim or cause of action by any third party or Industry Professionals against the Company Parties for the Services, Expenses or any fees owed to such Industry Professionals.

9. Independent Contractor. This Agreement is intended by all parties to create an independent contractor (1099) relationship between the parties. Nothing will be construed as creating an exclusive relationship, employment relationship, partnership, joint venture or other relationship between the parties. The Company shall utilize its own independent judgment and discretion in the performance of the Services, and Client shall have no right to supervise or control as to the means and manner of such Services, including the time, location, and sequencing of performance of such Services.

10. Miscellaneous. This Agreement and any SOW issued pursuant hereto collectively represents the full, final and comprehensive agreement and understanding of the parties. Any prior or contemporaneous agreements have been merged into this Agreement. Neither party may assign this Agreement or the obligations hereunder without the express written consent of the other party. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Notwithstanding the foregoing, Sections 2 and 5-10 shall survive the termination or expiration of this Agreement. Any notice required or permitted by this Agreement shall be in writing and delivered in person, mailed by certified or registered mail, postage prepaid, or sent via email to the appropriate designated address of the intended recipient. This Agreement will be exclusively governed and

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interpreted by the laws of the state of Washington as it applies to contracts executed and performed within the state of Washington by parties domiciled in the state of Washington, without reference or regard to Washington’s conflict of laws provisions. The parties hereby irrevocably and unconditionally agree to submit any legal action or proceeding relating to this Agreement to the non-exclusive general jurisdiction of the courts of the state of Washington located in King County and the courts of the United States located in the Western District of Washington and, in any such action or proceeding, consent to jurisdiction in such courts and waive any objection to the venue in any such court. Client agrees to pay all reasonable expenses which the Company Parties incur by reason of Client’s breach of this Agreement, including, without limitation, reasonable attorneys’ fees, litigation costs and expenses, and all other reasonable costs and expenses incurred by the Company Parties in the enforcement and collection of the amounts owing. This Agreement constitutes the valid and binding obligations of Client, enforceable against Client in accordance with its terms. If more than one person is signing this Agreement on behalf of the Client, each representation, warranty and undertaking made herein shall be a joint and several representation, warranty or undertaking of each person.

STATEMENT OF WORK | Complex Eldercare Planning

Services Commencement	May 20, 2021
Services	The primary goal of the Company is to offer a new approach to unburdening individuals and families who are facing complex lifespan circumstances. Client(s) and their family members or associates will meet with an agreed upon Banister Navigator Team for 2-3 hours at a rate of \$210 per hour for a consultation based on the Client’s stated context and goals and the Navigator’s expertise and experience. Additional services will include research, analysis, client communications, and development of an option set for Client consideration and decision-making.
Total Fees	\$420-630 (the “Services Fee”)
Payment Terms	Client(s) will be provided with an invoice via email, as provided to Banister Advisors, LLC. Non-Refundable Retainer: \$210.00 which is equivalent to fifty percent (50%) of the total lower end estimate of \$420.00 for services detailed in the detailed Statement of Work (the “Retainer”). Retainer payment is due upon receipt. The Client accepts responsibility for payment of the above-described applicable Services Fees, Expenses and Retainer (collectively, the “Fees”), as applicable, made by the Company in the course of the Services on the Client’s behalf. All Fees (excluding Retainer, which shall be paid by Client as set forth above) shall be paid by Client to the Company within fifteen (15) days of Invoice date. Any past-due Fees shall accrue simple interest on the outstanding balance at 12% per annum.

This Statement of Work, including any and all attachments expressly referenced above, has been executed in accordance with the terms of those certain Services Agreement Terms and Conditions attached hereto, and is made effective as of the Services Commencement Date set forth above.

<p>Banister Advisors, LLC</p> <p>By: _____ Vanessa Laughlin, Principal</p> <p>Date: _____</p>	<p>Client</p> <p>By: _____ Mickie Chamness</p> <p>Date: _____</p>
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