

CLIENT SERVICE AGREEMENT

This CLIENT SERVICE AGREEMENT (this “*Agreement*”) is made and entered into between Beyond Core Wellness **LALU, LLC**, a Tennessee limited liability Provider (“*Provider*”) and the individual listed below (“*Client*”) (each a “*Party*”, together the “*Parties*”), dated as of the date of the last signature below (the “*Effective Date*”).

RECITALS

WHEREAS, Client desires to retain Provider to provide services for physical therapy focused on pelvic health as well as dry-needling services upon the terms and conditions set forth in this Agreement, and Provider is willing to perform such services.

AGREEMENT

THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services

(a) Services. Provider agrees to perform the following services (the “*Services*”):

(i) First Visit: Provider and Client will have a consultation to examine current goals for the Services and a plan of care moving forward; and

(ii) Therapy Visit(s): Provider will develop a plan of care with the Client stating the current status of Client, any goals of the Provider for Client, and anticipated number of visits, subject to change based on progress, for the duration of the relationship.

2. Term; Termination

(a) Term. The “*Term*” of this Agreement shall commence on the Effective Date and shall continue until the termination of this Agreement, as provided by Sections 2(b), 2(c), and 2(d).

(b) Termination for Reason by Client. Client may immediately terminate this Agreement upon written notice to Provider, should Provider violate its performance of the terms and conditions of this Agreement, and such violation has not been cured by Provider within fourteen (14) days of notice of such violation. This termination is in addition to any other remedies that may be available to the terminating Party.

(c) Termination for Reason by Provider. Provider may immediately terminate this Agreement upon written notice to Client, should Client violate its performance of the terms and conditions of this Agreement, and such violation has not been cured by Client within seven (7) days of notice of such violation. This termination is in addition to any other remedies that may be available to the terminating Party.

(d) Termination for End of Services. If the Services have been completed and all Fees paid, this Agreement may be terminated immediately with the mutual agreement of both parties in writing.

(e) Payment of Service Fees. In any case of termination of this Agreement, Client shall pay in full any Fees related to Services already rendered by Provider prior to the effective time of termination of this Agreement.

3. Fees

(a) Fees. For the purposes of this Agreement, “*Fees*” shall mean any fees owed to Provider for its rendering of Services. Client agrees to pay Provider the listed amount for Services agreed to as Fees. Client shall pay all Fees up front in anticipation of Services rendered.

(b) Refunds. No refunds shall be given for any Termination of Services by Client. Should Provider end Services with Recipient, a refund will be issued to Client for Services not yet rendered.

(c) Cancellation. Should Client cancel their appointment within 24 hours, Client shall pay the full amount of Fees to Provider for the Services that would have been rendered.

4. Use of Services; Waiver

(a) Use of Services by Client. Client represents, covenants, and warrants that they will use the Services only in compliance with Provider's instructions and all applicable laws and regulations. Client will follow all instructions, recommendations, and cautions of Provider at all times during the Services. If at any time Client believes conditions to be unsafe or that Client is no longer in proper physical condition to participate in the Services, Client will immediately discontinue further participation in the Services. Client hereby agrees to indemnify and hold harmless Provider against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services.

(b) Assumption of Risk. Client is aware and understands that Client's participation in the Services is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. Client acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of Provider employees or others. Client understands that while Provider has implemented measures to reduce the risk of injury from the Services, Provider cannot guarantee that Client will not be injured due to their participation in the Services. NOTWITHSTANDING THESE RISKS, CLIENT ACKNOWLEDGES THAT RECIPIENT IS VOLUNTARILY PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE DANGERS INVOLVED. CLIENT HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE SERVICES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF PROVIDER OR OTHERWISE.

(c) Waiver and Release. Client hereby expressly waives and releases any and all claims, now known or hereafter known, against Provider, and its officers, directors, managers, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to the Services, whether arising out of the ordinary negligence of Provider or any Releasees or otherwise. Client covenants not to make or bring any such claim against Provider or any other Releasee, and forever release and discharge Provider and all other Releasees from liability under such claims. This waiver and release does not extend to claims or any liabilities that Tennessee law does not permit to be released by agreement.

5. Non-Disparagement

(a) Non-Disparagement. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Client will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, Provider or any of its programs, members, owners, directors, officers, affiliates, subsidiaries, employees, agents or representatives..

6. HIPAA

(a) To the extent required by the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, Provider does hereby assure Client that it will appropriately safeguard protected health information made available to or obtained by Provider pursuant to this Agreement ("PHI"). Without limiting the obligations of Provider otherwise set forth in this Agreement or imposed by applicable law, Provider agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity Provider performs on behalf of Client. Specifically, Provider shall:

(i) not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law;

(ii) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives,

maintains or transmits on behalf of the Client and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;

(iii) report to Client any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which Provider becomes aware;

(iv) ensure that any subcontractors or agents to whom Provider provides PHI received from, or created or received by Provider on behalf of Client agree to essentially the same restrictions and conditions that apply to Provider with respect to PHI and implement reasonable and appropriate safeguards with respect to PHI;

(v) make PHI available to the Client in accordance with applicable law;

(vi) permit Client to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;

(vii) make available to Client the information in its possession required to provide an accounting of Milestone's disclosures of PHI as required by applicable law;

(viii) make Provider's internal practices, books, and records relating to the use and disclosure of PHI received from Client available to the Secretary of the United States Health & Human Services for purposes of determining Client's compliance with applicable law; and

(ix) upon expiration or termination of this Agreement, return to Client or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, Provider agrees to extend all protections contained in this Agreement to Provider's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

(b) Provider agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

(c) Client agrees to and grants permission to Provider to release Recipient's PHI to the Recipient's listed primary healthcare provider for the purpose of realization of the Client's healthcare goals.

7. Remedies

(a) *In General.* Without limiting the provisions of this Section 7, if Provider brings any dispute or difference from or relating to this Agreement or the breach, termination, or validity of it, and is successful on the merits or otherwise, Provider will be entitled to recover from Client all reasonable attorneys' fees that Provider incurs, together with any other expenses, costs and disbursements that may be allowed by law.

(b) *In Equity.* With respect to Section 5, Client acknowledges and agrees that violation of this Agreement may cause irreparable harm to Provider not compensable in money damages alone. Accordingly, Provider will be entitled to seek injunctive relief, temporary restraining orders, preliminary and or permanent injunctions, or other appropriate equitable remedies from a court of competent jurisdiction to specifically enforce the terms of this Agreement, without the necessity of showing actual damages or furnishing a bond or other security. This right is in addition to and without prejudice to any other rights or remedies that Provider may have pursuant to this Agreement or in law or equity

(c) *Limitation of Liability.* NOTWITHSTANDING ANYTHING TO THE CONTRARY, CLIENT AGREES THAT THE MAXIMUM LIABILITY OF PROVIDER RELATING TO THIS AGREEMENT AND THE SERVICES SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY PROVIDER FROM CLIENT UNDER THIS AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COVER, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; ANY DAMAGES BASED ON INJURY TO PERSON OR PROPERTY.

8. General Provisions

(a) *Entire Agreement.* This Agreement contains the entire agreement between Provider and Client on the matters that are the subject of this Agreement, and is binding on Client's heirs, executors, administrators and

other legal representatives, and its successors and assigns, and will be for the benefit of Provider, its successors, and its assigns. This Agreement supersedes all prior contracts, agreements, and understandings between Provider and Client.

(b) Conflicting Terms. In the event of a conflict between any term or condition in this Agreement, including any and all attachments hereto and amendments hereof, Provider in its sole discretion shall determine which term or condition shall control.

(c) Modification. The terms and conditions of this Agreement may not be modified or amended except by a writing signed by Client and by an authorized signing authority of Provider.

(d) No Waiver. Failure to exercise any right by a Party under this Agreement will not constitute a waiver of such right. Any waiver of any breach of this Agreement will not operate as a waiver of any other breaches. All rights or remedies will be cumulative and in addition to all other rights and remedies available under applicable law.

(e) Relationship. The Parties are separate legal entities. The relationship between the Parties is reflected in this Agreement, and neither Party, nor any Representative of either, is to be considered an independent contractor, servant, agent, or representative of the other Party. None of the provisions of this Agreement is intended to create or to be construed as creating any agency, partnership, joint venture, or employer-contractor relationship between or among the Parties or any contractor, servant, agent, or representative of either.

(f) Publicity Waiver. Client hereby grants permission to Provider to use photographs and videos of Client for promotional materials using images taken while Client is in use of Services.

(g) Applicable Laws. Each Party represents and warrants that it will comply with the laws and regulations applicable to such Party in its performance of obligations under this Agreement.

(h) Voluntary Execution. Client acknowledges that, in executing this Agreement, Client has had the opportunity to seek the advice of independent legal counsel, and Client has read and understood all of the terms and provisions of this Agreement.

(i) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Provider, and its respective successors and assigns, and the Client and Recipient specified herein, and nothing herein express or implied is intended to, or shall, confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(j) Assignment. This Agreement may not be assigned by either Client without the express written consent of the other Provider; but a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of Provider will acquire all rights and obligations of Provider under this Agreement.

(k) Governing Law; Jurisdiction. This Agreement is to be interpreted, construed and governed according to the laws of the State of Tennessee, without regard to its principles regarding conflicts of law. The Parties agree and consent to exclusive jurisdiction and venue in the United States District Court for the Western District of Tennessee, sitting at Memphis and any state court of competent jurisdiction in and for Shelby County, Tennessee for all lawsuits relating to this Agreement, and the Parties: (A) agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court; (B) waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto; and (C) agree to a final judgment in any action or proceeding so brought is conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

(l) Notices. All notices, consents, requests, waivers and other communications required or permitted under the Agreement shall be in writing, shall be in the English language, and shall be deemed to have been made upon actual receipt, when given by hand or electronic transmission (in the case of physical delivery, two (2) business days after delivery to the carrier, when given by overnight delivery service or five (5) days after mailing, when given by international first-class registered or certified airmail, postage prepaid, return receipt requested) in any case to the following addresses: if to Client, to the address or email address provided by Client; or if to Provider, Beyond core wellness Lulu, LLC, 352 Poplar View Lane E Bldg N, Collierville, TN 38017 and Beyondcorewellness@gmail.com

(m) Construction; Headings. The parties agree this Agreement must be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and do not affect the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular include the plural and references to the plural include the singular. This Agreement shall not be construed against either Party by reason of the drafting or preparation hereof.

(n) Specific Restrictions Reasonable. Client acknowledges and agrees that the covenants made by Provider in Section 55 of this Agreement are fair, reasonable, and are necessary for Provider to protect its legitimate business interests including but not limited to, retaining clients and prospective clients and safeguarding its confidential information and or trade secrets.

(o) Reformation. If determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in Section 55 is excessive in duration or scope or is unreasonable or unenforceable under applicable laws of that state or jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state or jurisdiction.

(p) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate the affected provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for that provision, then (A) the provision will be excluded from this Agreement, (B) the balance of the Agreement will be interpreted as if the affected provision were so excluded, and (C) the balance of the Agreement will be enforceable in accordance with its terms, to the maximum extent permitted by applicable law.

(q) Survival. Client's obligations contained in Section 5 of this Agreement, in addition to any obligations in this Agreement which by nature should survive termination of this Agreement, shall survive the termination of this Agreement and shall be fully enforceable thereafter.

(r) Force Majeure. Provider shall not be liable or responsible to Client, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Provider, including Acts of God, fire, floods, war, sabotage, pandemic, accidents, labor disputes or shortage, governmental laws, ordinances, rules and regulations whether valid or invalid, inability to obtain material, equipment or transportation, or any other event that makes the performance commercially impractical.

(s) Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts in the English language; each counterpart is an original of this Agreement, and all counterparts constitute a single instrument. Facsimile or PDF copies of signatures will be treated as original signatures for all purposes. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com, www.hellosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. In case of any conflict between the English version and any translated version of this Agreement, the English version will govern.

BY SIGNING, CLIENT ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT CLIENT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PROVIDER.

* *Signatures appear on following page* *

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Client:

Provider:

_____ an
individual resident of the State of Tennessee

PROVIDER, LLC, a Tennessee limited liability
Provider.

Signed:

By: _____
Signature

Signature

Print Name

Print Name

Title

Date: _____

Date: _____

Client Address:

Street Address

City State Zip

Email address

Client Telephone:

Phone number