

COACHING CLIENT AGREEMENT

This is an Agreement between Encompass 360, P.C., a Tennessee Professional Corporation (“**Encompass 360**” or “**Coach**”), and you, (“**Client**” or “**You**”).

NOT HEALTH INSURANCE. THIS AGREEMENT IS NOT HEALTH INSURANCE AND DOES NOT MEET ANY INDIVIDUAL HEALTH INSURANCE MANDATE THAT MAY BE REQUIRED BY FEDERAL LAW, INCLUDING THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT. THIS AGREEMENT IS NOT WORKERS’ COMPENSATION INSURANCE AND DOES NOT REPLACE AN EMPLOYER’S OBLIGATIONS UNDER APPLICABLE FEDERAL OR STATE LAW.

Background

Client is desirous of implementing coaching services into the Client's life and health practices, as discussed more fully below. Coach is skilled and capable in the areas Client needs and would like to coach Client. This Agreement sets forth the terms and conditions whereby Coach agrees to provide professional coaching Services (as described below). Coach will be engaged for the limited purpose of providing these Services to the Client.

1. Coaching Terms

- 1.1. A coaching relationship between two Parties is essentially a relationship whereby the Coach assists the Client in meeting the Client's potential within the areas the coaching relationship is meant to focus on.
- 1.2. Client hereby acknowledges and agrees:
 - 1.2.1. Client is solely and exclusively responsible for the choices that Client makes with regard to this coaching relationship, as well as the Coach's recommendations and input;
 - 1.2.2. Client is solely and exclusively responsible for Client's own mental health, physical health, business decisions, and any other actions or inaction Client chooses to take;
 - 1.2.3. Coach is not liable for any result or non-result or any consequences which may come about due to Client's relationship with Coach;
- 1.3. Coaching is neither a therapeutic or medical relationship, Coach may not provide therapy or medical services and Client is responsible for procuring these services at Client's own will and discretion if needed.
- 1.4. Client agrees to respond to Coach no later than the following amount of time after being reached out to for communication: 72 hours. In the event of an emergency or other similar conflict, Coach will give the Client as much notice as possible if there is the possibility of interruption to the Services, whether that interruption is temporary or long-term.

2. Description of Services

- 2.1. The Client hereby engages the Coach, and the Coach accepts such engagement to provide the following coaching services for the Client (hereinafter, the "Services"):
 - Assistance with general health and lifestyle changes, weight management, goal setting, and general wellbeing
 - Genetic-based health optimization
 - Genetics-based nutrition and fasting protocol
 - Epigenetic counseling
 - Supplement recommendation
 - Sleep optimization
 - Exercise and physical activity plans and management
 - Accountability
- 2.2. Coach and Client will use the following methods of contact for meetings throughout the coaching relationship: Phone, Video messaging, Email, Secure text, or successive secure communication platform.
- 2.3. Coach may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email and will include additional fees, as applicable.

3. Schedule and Fees

- 3.1. Level of Service. Coach and Client agree to visits based on selected plan below.
 - 3.1.1. Employee Sponsored Membership:** Per employer agreement.
 - 3.1.2. Horizon Plan:**
 - 12 Month Plan: includes 4 health coaching visits and 2 provider visits at \$2,420.00 or \$160.00 per month. Additional startup fee of \$195.00 for DNA profile applies.
 - 3.1.3. Soaring Plan:**
 - 12 Month Plan: 8 health coaching visits and 4 provider visits at \$3,248.00 or \$229.00 per month. Additional startup fee of \$195.00 for DNA profile applies.
 - 3.1.4. Pinnacle Plan:**
 - 12 Month Plan: 12 health coaching visits and 6 provider visit at \$4,088.00 or \$299.00 per month. Additional startup fee of \$195.00 for DNA profile applies.
- 3.2. Changes to Schedule. The Parties agree to the following number of meetings selected above. Client understands and acknowledges that it is Client's responsibility to schedule visits, if Client fails to schedule a visit during a 30-day period, Encompass 360 reserves the right to reduce the overall available visits under a plan by a pro-rata amount to reflect the missed visit(s) as permitted under state or federal law. Coach and Client may agree to a change of the schedule between them, through an additional written document. Client or Coach may, from time to time, need to cancel or reschedule any of the coaching meetings. If Coach is responsible for the reschedule, Coach will become available to Client at the soonest possible opportunity within ten (10) business days. If Client is responsible for the cancellation or reschedule, Client agrees to notify Coach no less than 1 business day prior to the scheduled meeting. If Client cancels or reschedules

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within the 24-hour period, Client agrees to pay the full amount required for the meeting, if requested by Coach (at Coach's sole and exclusive discretion). The Parties will then attempt to reschedule the meeting in good faith.

- 3.3. Holidays. Coach will be unavailable on the following holidays: New Years' Eve, New Years' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day
- 3.4. Fees Generally. In exchange for the services described herein, Client or Guarantor agrees to pay Encompass 360, the amount as set forth in Section 3.1 above. Fees are payable prior to performance of any services. If Coach cancels this Agreement before the agreement termination date, then Coach shall refund the Client's pro-rated share of any payment remaining after deducting individual charges for services rendered to Client up to cancellation. Coach may amend the Membership Fee Schedule at any time, as it may determine in its sole discretion, upon providing Client at least sixty (60) days' advance written notice. For employer sponsored memberships, individual membership fees will only apply if the employee/member elects to continue services after termination or employee sponsorship ends or elects services above and beyond that which the employer has agreed to cover.
- 3.5. Invoice. A monthly invoice will be provided via email (Preferred). Or, in the case that Client does not have access to email, Client will receive a monthly invoice via mail.
- 3.6. Payment. Payment may be remitted to Encompass 360 via credit/debit card, cash or check. Cash and check payments will only be accepted on site at the Coach office (address listed above). An Automatic Credit/Debit Authorization Form at Exhibit A may be executed to authorize automatic payment of invoices. Payment will be considered late fifteen (15) days after the invoice date and a \$15 late fee applied to the amounts owed. Late payment may result in termination of the Client's subscription solely at the discretion of Coach.
- 3.7. Credit Card Authorization. If an invoice remains unpaid for sixty (60) days after invoice date, Client authorizes Coach to charge the credit card on file for the Client in the amount of the past-due invoice, plus any late charges as set forth in the Automatic Credit/Debit Authorization Form, attached hereto at Exhibit A.
- 3.8. Refund. Client shall not be entitled to any refund for any monies spent under this Agreement. If Client wishes to terminate this Agreement prior to its planned expiration, Client will forfeit each of the fees until then paid to the Coach, unless otherwise prohibited by applicable federal or state law.
- 3.9. Non-Participation in Insurance. Client acknowledges that the Coach does not participate in any health insurance or HMO plans. Coach makes no representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Client. The Client shall retain full and complete responsibility for any such determination. Encompass 360 will not bill your health insurance for services provided under this Agreement. Payments made by Client under this Agreement may not count towards health insurance deductibles or maximum out-of-pocket expenses. This agreement acknowledges your understanding that Medicare, Medicaid, or any other federal health care program cannot be billed for any services performed for you by Encompass 360. You agree not to attempt to obtain reimbursement for any such services from any federal health care program.

4. General Terms

- 4.1. Term; Termination. This Agreement will commence on the Effective Date, as defined below, and will extend for the period of the membership selected above (the “Initial Term”). Notwithstanding the above, both Client and Coach shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving thirty (30) days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the Initial Term (and each succeeding term), the Agreement will automatically renew for successive terms of the same duration as the Initial Term, except in the case of the free trial, which shall not renew. In addition, this agreement may be terminated immediately by Encompass 360 should the Client fail to make any payment within sixty (60) days after the payment is due.
- 4.2. Early Termination Fee. To the extent permissible by state and federal law, Encompass 360 may apply an early termination fee should client terminate this Agreement without cause prior to the expiration of the Initial Term, such early termination fee shall be equal to 2 months of the applicable subscription monthly fee amount.
- 4.3. Severability. If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.
- 4.4. Amendment. No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Coach may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending Client thirty (30) days’ advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Coach. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
- 4.5. Assignment. This Agreement, and any rights Client may have under it, may not be assigned or transferred by Client to another person(s).
- 4.6. Relationship of Parties. Client and Coach intend and agree that Coach, in performing his duties under this Agreement, may be an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the independent contractor shall have exclusive control of his work and the manner in which it is performed.
- 4.7. Legal Significance. Client acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Client also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

- 4.8. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
- 4.9. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: Sullivan County, Tennessee.
- 4.10. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Exhibit A by first class U.S. mail.
- 4.11. Data Aggregation for Research. By signing this form, you release Coach to utilize deidentified demographic, results, or survey data for research purposes.
- 4.12. Portfolio Use. Coach shall be permitted to use all produced items of work Coach's professional portfolio, if applicable, but may not use Client's name, likeness, or other identifying details without express written permission from the Client.
- 4.13. Liability. Coach's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Coach. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

By agreeing I am entering into this Agreement with Coach on the date indicated after my signature ("Effective Date"). I acknowledge and agree that all my questions have been answered and I understand the terms outlined in the Agreement and any attachment hereto.

CLIENT

Signature: _____

Printed Name: _____

Effective Date: _____

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EXHIBIT A

AUTOMATIC DEBIT/ CREDIT CARD BILLING AUTHORIZATION

By agreeing you authorize Encompass 360 to automatically bill amounts owed pursuant to the fee schedule for services provided to You by Encompass 360, either monthly as owed or after sixty (60) days following non-payment by another form, in Encompass 360's sole discretion and pursuant to the terms of the Agreement. When automatically billed, a receipt for each payment will be provided to you and a charge will appear on your credit card statement.

Payment Information

Start billing on: Effective Date of Agreement; reoccurring monthly.

I understand that this authorization will remain in effect until I cancel it in writing and agree to notify Encompass 360 in writing of any changes in my account information or termination of this authorization within fifteen (15) days prior to the next billing date. I understand that payments may be executed on the next business day. I acknowledge that the origination of credit card transactions to my account must comply with provisions of federal, state, and local laws. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in the Agreement and this Authorization Form.

CLIENT

Signature: _____

Printed Name: _____

Effective Date: _____