

Pay Health Forward, LLC
20 Everett Street
Patchogue, New York 11772

HEALTH COACHING AGREEMENT

This agreement dated _____, 202_ (the "Agreement"), is made by and between Pay Health Forward, LLC, with an address at 20 Everett Street, Patchogue, New York 11772 (the "Coach") and _____, residing at _____ (the "Client"). The Coach and the Client may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

Recitals

The Coach is engaged in the business of providing health and wellness coaching services.

Client desires to engage Coach and receive the coaching services, all in accordance with the terms and conditions hereinafter set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged by Coach and Client, the Parties agree as follows:

1. **Services.** Client hereby engages Coach to work with Client to develop and implement strategies and processes which seek to enable Client to set and reach personal and professional health and wellness goals as determined solely by the Client, in accordance with the terms and conditions of this Agreement. The services which Coach will provide to Client under the terms of this Agreement are set forth on Schedule A attached to this Agreement and made a part hereof (the "Coaching Services"). Any services offered by Coach which are outside of the scope of the Services for which Coach is engaged hereunder (the "Other Services"), will require the approval of Client and Coach, pursuant to a separate agreement. Client agrees to provide Tiffany Thomas or another person qualified to perform the Coaching Services to perform the services on behalf of the Coach.

2. **Consideration and Compensation.** In consideration for the Services rendered by the Coach under the terms of this Agreement, the Client agrees to pay to the Coach, the sum of \$3,600.00 per year (the "Coaching Fee"), payable as follows:

- (i) If Client pays the entire Coaching Fee simultaneously with the execution of this Agreement, the Client shall pay the sum of \$3,420.00 as the Coaching Fee.
- (ii) Client may instead pay the Coaching fee in three (3) quarterly installments of \$1,260.00 each, with the first payment due on the date that this Agreement is executed by Client, and two (2) subsequent payments of \$1,260.00 each, the first of which payment shall be made on the four

(4) month anniversary of the execution of this Agreement and the final payment which shall be made on the eight (8) month anniversary of the execution of this Agreement.

3. **Representations and Agreements.** (a) Client acknowledges, represents and agrees as follows:

(i) That Client is responsible for creating, implementing and maintaining his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and other interactions with the Coach.

(ii) That Coach is not and will not be responsible for any actions or inaction on the part of the Client, or for any direct or indirect result of any Coaching Services provided by the Coach.

(iii) That coaching and the Coaching Services provided under the terms of this Agreement does not involve the diagnosis or treatment of mental or physical disorders, nor does it prevent, cure or treat any mental or physical disorder or medical disease and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, physical therapy or other therapy or professional advice by legal, medical or other qualified professionals, and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed, in the sole determination of the Client.

(iv) That Coaching is an ongoing process that affects different aspects of Client's personal and professional life and that decisions about how to address these issues and incorporate the Coaching Services into those various areas is solely the responsibility of the Client.

(v) That in order to get the most from the Coaching Services, the Client must engage fully in the process in an open and honest way and toward that end, Client agrees to be open to receiving feedback and assistance from the Coach and to providing feedback to the Coach, and to devoting the time and energy necessary to engage fully and completely with the Coaching Services described in this Agreement.

(vi) That Client will promptly attend scheduled remote meetings and participate in scheduled telephone calls between Client and Coach and devote his or her full attention while engaged in such meetings and/or phone calls. Client understands and agrees that if Client is late to any such scheduled meeting or telephone call, Coach will do her best to accommodate such lateness if time permits, however such lateness may cause any scheduled meeting or telephone call to be shortened or cancelled at Coach's sole discretion, and such lateness shall not result in a reduction in the Coaching Fee or refund of all or any part of the Coaching Fee.

(vii) That Tiffany Thomas or any other person made available by the Coach to perform the services herein on behalf of the Coach shall have no personal liability whatsoever under the terms of this Agreement.

(viii) That Client will pay when due, the Coaching Fee and any additional consideration and

compensation set forth in this Agreement.

b. Coach acknowledges, represents and agrees as follows:

(i) That Coach will provide the Coaching Services to the best of its ability and will maintain ethical standards of behavior, as are customary for coaches possessing the same experience and credentials as those applicable to Coach.

(ii) That Coach will endeavor to promptly attend all scheduled meetings and participate in all scheduled phone calls with Client, unless Coach is ill or otherwise incapable of attending such meeting or calls for any other reason outside of Coaches control, including but not limited to any force majeure event referenced in paragraph 7 of this Agreement. In the event the Coach needs to cancel a scheduled meeting or phone call, twenty-four (24) hour notice will be given to the Client by phone and confirmed in writing. If the Coach fails to give twenty-four (24) hour notice, Client will receive one (1) free meeting or call, at the Coach's discretion for each such occurrence.

(iii) Coach does not and will not diagnose or treat or provide therapy for, any mental or physical disorders, substance abuse issues or any other medical conditions which Client may have.

4. **Limited Liability.** The Coach makes no guarantees, warranties, or representations of any kind, express or implied, with respect to the Coaching Services rendered and negotiated, except as otherwise specifically set forth in this Agreement. In no event shall the Coach be held liable to the Client for any special, direct, or consequential damages. Notwithstanding any alleged damages that the Client may incur while engaged with the Coaching Services, the Client's sole remedy, shall be limited to the amount paid by the Client to the Coach under this Contract for all Coaching Services rendered throughout the term of this Contract.

5. **Term, Termination and Breach.** (a) **Term.** The term of this Agreement shall be one (1) year following the date that this Agreement is executed by Client, unless sooner terminated as provided in this Agreement.

(b) **Termination.**

(i) **By Client.** Client may terminate this Agreement at any time upon ten (10) days written notice to Coach.

(ii) **By Coach.** Coach may terminate this Agreement, upon ten (10) days written notice to Client, (a) if Client fails to pay all or any part of the Coaching Fee when due; or, (b) if Client fails to cooperate with Coach in the rendition of her Coaching Services as determined solely by the Coach; or, (c) if Client otherwise breaches any of the terms of this Agreement, including but not limited to a breach of any of the acknowledgements, representations or agreements set forth in this Agreement.

(iii) Upon a termination of this Agreement by either Client or Coach for any of the reasons set

forth in this paragraph 5, Coach shall be under no obligation to refund all or any part of the Coaching Fee which has been paid prior to the date of termination, it being acknowledged and agreed to by the Parties, that damages in the event of any such termination would be difficult if not impossible to ascertain and that the payments made to Coach prior to the date of termination represents a fair and reasonable approximation of the damages suffered by Coach in such event and is not a penalty.

(iii) **Legal and Other Fees.** In the event that Coach commences an action to collect any amounts due under the terms of this Agreement, the Parties mutually agree that a reasonable attorneys fee due from Client to Coach in such case is thirty-three and one-third percent (33.33 %) of the amount due and owing to Coach hereunder, with interest on the amount due and owing calculated and compounded at a rate of one and one half percent (1.5%) per month per annum. In any other dispute among the Parties arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable costs and expense of resolving the dispute, including reasonable legal fees.

6. **Confidentiality.** (a) Coach agrees not to disclose to any person or entity any information pertaining to the Client, without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential information does not include information that: (i) was in the Coach's possession prior to its being furnished by the Client; (ii) is generally known to the public or in the Client's industry; (iii) is obtained by the Coach from a third party, who is not under any duty of confidentiality; (iv) is independently developed by the Coach without use of, or reference to, the Client's confidential information; or (v) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose any such confidential information; (vi) involves illegal activity; or (vii) which is disclosed to Coach and Coach believes there is an imminent or likely risk of harm to Client or others.

(b) Client agrees not to disclose to any third person or entity any of Coach's means, methods, practices, or materials used by Coach in connection with the provision of the Coaching Services.

(c) The provisions of this paragraph 6 shall survive the termination of this Agreement.

7. **Force Majeur.** In the event that Coach is unable to fulfill Coach's obligations hereunder due to (i) a pandemic, an epidemic, influenza, plague, virus or other health emergency, (ii) strikes, lockouts, war, military operations and requirements, or (iii) curtailment or restriction of the installation or use of utilities, the internet, online conferencing applications or services usually used by Coach to deliver the Coaching Services, or, (v) any national emergency, acts of a public enemy, war, terrorist attack, riots, civil disturbances or insurrections or, (vi) other "Acts of God including but not limited to earthquake, hurricane, flood, fire or the elements or other weather conditions or (vii) any other matter which is outside of the control of the Coach, Coach may suspend her obligations hereunder for the duration of any such matter referenced herein.

8. **Independent Contractor.** The Coach and the Client acknowledge and agree that this Agreement is not an agreement of employment between the Client and the Coach. Rather, the Client and the Coach acknowledge and agree that the Coach has been engaged by the Client

hereunder as an independent contractor to perform the Coaching Services described in this Agreement for which the Client has agreed to pay to the Coach and therefore, this Agreement shall not render the Coach an employee of, partner of or joint venturer with the Client. The Client and the Coach further acknowledge and agree that (i) the Coach has full control over the method and the means of performing the Coaching Services hereunder; and, (ii) Client shall not be responsible for withholding taxes on the consideration and compensation paid to Coach hereunder; and, (iii) the Coach shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or any employee benefits of any kind.

9. **Miscellaneous.** This Agreement, including the Schedules attached hereto constitutes the entire agreement of the Client and Coach and supersedes any and all prior agreements between Client and Coach. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws provisions thereof. Client and Coach agree that any action commenced to enforce the terms of this Agreement must be brought in the Supreme Court or District Court, in the County of Suffolk, Long Island New York. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and returned by facsimile, or by other electronic means, and such execution and delivery shall be binding as if an original had been delivered. If any provision of this Agreement or any part thereof shall be deemed void, unenforceable, prohibited or invalid under applicable law, such provision or part thereof shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Neither this Agreement or any provision hereof may be changed, amended, modified, supplemented, waived, or altered for any reason, except by a written instrument, signed by both of the Parties.

In Witness Whereof, the Parties have signed this Agreement on the day and in the year first above written.

Dated: _____

Pay Health Forward, LLC

By: _____
Tiffany Thomas, President

(Client Signature)

Print Client Name

(Date)

SCHEDULE A
(Coaching Services)

The following services shall be provided by Coach and shall constitute the Coaching Services to be provided subject to the terms of this Health Coaching Agreement.

1. An initial health assessment focused on discovering Client's health and wellness goals, and to determine why you have decided to engage Coach to help you achieve those goals.
2. Weekly one-to-one virtual or telephonic coaching sessions for a duration of thirty (30) minutes each per week, initially focused on (a) building a healthy mindset, (b) learning to shop for healthy alternatives, (c) learning how to prepare meals and recipes.
3. Subsequent one-to-one virtual or telephonic coaching sessions for a duration of thirty (30) minutes each per week to discuss Client's own personal and unique health challenges including, sleep habits, hydration, exercise, mindset, environmental factors and weight management, and to establish healthy habits designed to facilitate behavioral change.

Client's information for Coaching Sessions:

Phone Number: _____

E mail Address: _____

Other: _____

Coaches information for Coaching Sessions:

Phone number: _____

E mail address: _____

Other: _____

