

*Date:* Mon, Apr 15, 2024

# Consulting Services Agreements & Consents

First Client Full Name

*GynSport Lab Client*

This letter is useful in order to formalize an agreement between us, by specifying the terms and conditions that we have agreed.

+916-903-2823

contact@gynsportlab.com

**GynSport Lab, LLC**

**Subject: Indemnification Clause**

First Client Full Name,

We are delighted to announce that GynSport Lab, LLC is prepared to offer you its consulting services. This consulting services agreement and consents are designed to establish the terms and conditions of our consultant and client relationship.

Please take note of the following:

## Indemnification Clause

I, **First Client Full Name** , agree to indemnify, defend, protect, and hold harmless Dr. Mo Frazier at GynSport Lab, LLC; and their respective officers, directors, employees, stockholders, assigns, successors and affiliates (Indemnified Parties) from, against and in respect of all liabilities, losses, claims, damages, judgements, settlement payments, deficiencies, penalties, fines, interest and costs, expenses suffered, sustained, incurred or paid by the indemnified parties, in connection with, results from or arising out of, directly or indirectly, by Dr. Mo Frazier at GynSport Lab, LLC; rendering coaching services, recommendations, and/or any and all types of advice, my failure to disclose all relevant information regarding my medical and physical condition, acts or omissions, by Dr. Mo Frazier at GynSport Lab, LLC; harm or injury resulting from any advice or recommendations provided directly or indirectly by Dr. Mo Frazier at GynSport Lab, LLC;. | am aware of the potential beneficial and adverse effects associated with: REDs assessment, nutritional guidance, tailored exercise programming, mental health and stress management support, hormonal health analysis, performance optimization strategies, ongoing monitoring and adjustments, and education on REDs prevention and management. I accept all the risks involved in implementing any advice and/or recommendations and will not seek indemnification or damages from the indemnified parties.

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\* Signature required

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\* Signature required

## Subject: General Consulting Agreement

### General Consulting Agreement

This Consulting Services Agreement & Consents states the terms, subject matter, and conditions that govern the contractual agreement between GynSport Lab, LLC having its principal place of business at (22 Clematis Lane, Bellingham, WA) and **First Client Full Name** who agrees to be bound by this Agreement.

**WHEREAS**, the Consultant offers consulting services in the field of (Women's Health & Exercise Science); and

**WHEREAS**, the Client desires to retain the services of the Consultant to render consulting services with regard to scope of consulting services according to the terms and conditions herein.

**NOW, THEREFORE**, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client covenant and agree as follows:

#### 1. Term

This Agreement shall begin on Mon, Apr 15, 2024 and will persist until the client no longer requires my services. Either Party may terminate this Agreement for any reason at any time with written notice to the other Party.

#### 2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the scope of consulting services.

These include: Personalized REDs assessment, tailored exercise programming, including personalized pre/postnatal exercise programming, psychological and stress management support, hormonal health analysis, performance optimization strategies, ongoing monitoring and adjustments, and education on REDs prevention and management. Additionally, recommendations, education, and ongoing support for gynecological care.

#### 3. Compensation

In exchange for the consulting services, the Client agrees to compensate the Consultant at the rate specified in their invoice statement. Invoicing will take place after the commencement of services.

#### **4. Intellectual Property Rights in Work Product**

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

#### **5. Confidentiality and Nondisclosure Agreement**

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, pricing, or planned price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client. (insert anything else that is applicable to the services you are providing here)

#### **6. Non solicitation of Customers**

During the term of this Agreement and for 12 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the clients clients, prospects, employees or contractors.

#### **7. Non solicitation of Employees**

During the term of this Agreement and for 12 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

#### **8. Indemnification**

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

#### **9. No Modification Unless in Writing**

No modification or warranties in relation to this Agreement shall be valid unless in writing and agreed upon by both Parties.

## 10. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of (WA), with exclusive jurisdiction given to the federal and state courts located in Washington, USA.

**IN WITNESS WHEREOF**, by execution by the parties below, this Service-Level Agreement will form a part of the Contract.

### Subject: Health & Wellness Information

As your consultant, my job is not to treat you for a specific medical condition, but to be your partner in achieving your most optimal life. I want to help you discover what health and wellness problems could be preventing you from living your best life and to provide you general recommendations to help you move into a balanced and healthy life.

As a health and wellness consultant, I may refer you to a licensed medical provider in your area to act on recommendations that I might have for your overall health. I will be here for support and to hold you accountable for making the changes that I recommend. I might recommend specific lab work, diagnostic tests, or even treatment options that would need to be carried out by a licensed medical provider in your state. Even though I am licensed as a nurse practitioner, it's essential to be aware that I cannot practice to the full scope of my license without obtaining a license in your state. Currently, I am licensed only in the state of WA.

### Subject: General Policies

Our goal is to provide you exceptional coaching and consulting services. We treat all of our clients fairly and in a timely manner, therefore we ask you to extend us the same courtesy. You agree and consent to the following policies: Subject: General Policies

**Being late to your appointment:** Your appointment time is a special time dedicated to helping you. We only have limited availability to help clients, so we ask you to be respectful of our time. If you are going to be late, please notify us immediately either by email, text, or phone. Continued lateness will need to be addressed as it is not fair for our other clients who need assistance.

**Cancellations:** Please give us 24 hours notification if you need to cancel your appointment. Untimely cancelations or no-show appointments: If you cancel your appointment without giving us at least 24 hours notice or do not show up for your appointment, you will be charged half of the consulting session fee.

**Payments:** All payments are due upon receiving an invoice shortly after your consultation. Ensure payment is made within 3 days of receiving the invoice to avoid late fees.

**Insurance:** We do not accept medical insurance for our services as they are not covered by medical insurance, including Medicare, Medicaid, and private insurance.

**Termination:** You have the right to terminate your consulting services at any time for any reason. We also hold the right to terminate our relationship with you for any reason.

**Informed Consent:** I have read or had read to me this form and had any questions answered to my satisfaction. I am voluntarily seeking out consulting services through GynSport Lab, LLC. I understand that health/wellness/life coaching is not meant to diagnose or treat any diseases and that needs to be done through my primary medical provider or specialist licensed in the state I reside in. I agree to hold Dr. Mo Frazier at GynSport Lab, LLC, harmless for any and all actions, damages or injuries both to my person and to my property which have resulted or in the future may develop or arise out of services obtained from GynSport Lab, LLC. By signing this form, I am agreeing to the above.

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\* Signature required

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\* Signature required

## **Subject: Consulting Client Agreement & Disclosure Statement**

Mo Frazier, DNP, CNM, ARNP

Midwifery / Women's Health Nurse Practitioner

Certified Pre & Postnatal Corrective Exercise Specialist

As a board certified nurse practitioner, I am licensed to order tests, diagnose medical conditions, prescribe medications, and manage medical conditions only in the states that I am licensed in. The services I perform, whether in person, via email, by phone, or by video conferencing, are at all times restricted to providing general coaching services. I am prohibited from providing a conventional medical disease diagnosis, treating a medical condition, ordering diagnostic testing, recommending the discontinuation of treatment prescribed or recommended by another medical provider, or to refer you to a specific medical provider. If I am licensed in the state you reside in, then a mutual decision can be made to utilize my license to the fullest to provide you medical care afforded to me by my license, but unless otherwise agreed upon, I am not seeing you as a patient utilizing my nurse practitioner license and board certification. I am providing you coaching services only. The nature of health/wellness/life coaching are as followed:

**Health and wellness coaching:** As a health/wellness/life coach, I am here to support you in obtaining optimal health and wellness by guiding you in the right direction to make positive change in your life. I can provide recommendations to various diagnostic testing and treatment options, but I cannot order any specific medical intervention that is required by state licensure. If I recommend any specific testing, you will need to obtain this by a licensed medical professional under their direction. My job is to explore the lifestyle changes you want, facilitate a process of change and to help you develop the tools you need to achieve your health and wellness goals. The coaching services we provide are designed to help you reach an optimal state of well being through mutual decision making, not through the diagnosis or treatment of a medical condition.

**Potential Benefits:** Health and wellness coaching can help you gain or lose weight, eat better, and to bring your body into a state of balance and well being through the mutually agreed upon interventions and recommendations.

**Potential Risks:** Anytime a person makes changes to their life, potential issues can arise as your body goes through the initial shock of change. You are fully responsible for your health and wellbeing during and after any coaching session including the choices and decisions you make towards your goals. Remember, coaching is not a replacement for medical care administered by a licensed medical professional. At all times you agree to continue routine care with your primary care provider and/or specialist and will only use the information provided to you in the coaching sessions for informational purposes only.

**No Guarantees:** There are no guarantees to coaching and your success ultimately depends on the amount of effort you make towards achieving optimal health and wellness.

**Alternatives to coaching:** You are voluntarily seeking our coaching services on your own accord. Alternatives to coaching would be to do nothing at all, seek to make the positive changes in your life through self study, or to seek out the help from a licensed medical provider in your state.

**Recommendations:** As a coaching client, you will always discuss any recommendations provided to you by GynSport Lab, LCL with your primary care provider, mental health provider, or licensed medical specialist before implementing them into your life.

**Informed Consent:** By signing below you are voluntarily consenting to our coaching services and acknowledge receipt of this form:

- I have read or had read to me this entire form and have had the chance to ask questions and they were answered to my satisfaction. I understand the nature and limitations of health coaching to be provided and voluntarily agree to receiving coaching.
- I understand that I am not seeking a medical diagnosis, testing, or specific medical treatment that would require the counsel of a licensed medical provider in my state.
- I understand the risks, benefits and alternatives to the coaching services provided. I understand that I am not being given a guarantee or being promised a specific result or outcome.
- I understand that health/wellness/life coaching is a comprehensive process that may involve all areas of my life, including work, finances, health, relationships, etc. I acknowledge that deciding how to handle the issues in my life and to implement the recommendations provided to me are solely my responsibility.
- I understand health/wellness/life coaching is a relationship built on trust with my coach and that is designed to facilitate the development and achievement of personal, professional, and/or business goals



- I understand that I am fully responsible for the decisions I make for my health and wellbeing during and after my coaching session. I understand that if I am not comfortable or if I am having ill effects from the coaching sessions, that I will notify my coach immediately or seek out the care of a medical provider in my state.
- I understand and agree that lab testing results, lab recommendations, or any other medical recommendation discussed during a coaching session are not attempting to diagnose, treat, or cure, in any manner whatsoever, any disease, condition or other physical or mental ailment of the human body. Rather, I understand and agree that any lab testing results or specific recommendations that are shared with me are for purely educational and information purposes only.
- I understand it is my responsibility to maintain a relationship with a licensed medical provider in my state. I understand that health/wellness coaching is not meant to replace the care from my licensed medical provider.
- I understand that health/wellness/life coaching is not meant to diagnose or treat any specific medical conditions. I understand that if I am seeking out a specific medical diagnosis or treatment, that I will follow up and seek advice from my licensed medical provider in my state of residence.
- I understand that wellness coaching is not to be used as a replacement for professional advice. I will seek professional guidance for legal, medical, financial, business, or educational issues arising in my life. I understand that all decisions in these areas are exclusively mine, and I acknowledge that my decisions and actions are my responsibility.

I voluntarily consent to obtaining health/wellness/life coaching through GynSport Lab, LLC and that I hold GynSport Lab, LLC harmless from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in lay or equity, which the Client ever had, now has or will have in the future against GynSport Lab, LLC arising from the Client's past or future participation in, or otherwise with respect to, the coaching sessions, even if arising from the gross negligence of the GynSport Lab, LLC.

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