Client Agreement

CLIENT AGREEMENT

Today's date: _____ dd / mm / yyyy **Name:** _____

Client Agreement (the "Agreement") is made between HYPERMOBILEOT LLC, a Colorado limited liability company (hereafter known as "Occupational Therapist" or "Company") and signer, (hereafter known as "Client").

Now, therefore, in consideration of the mutual covenants stated herein, the Parties agree as follows:

Services a) Client agrees to abide by all policies and procedures as outlined in this Agreement and Occupational Therapist's website as a condition of Client's participation in the services provided under this Agreement (the "Program"). b) The client agrees to the following cancellation policy: -All cancellations or no-shows with less than 24 hours prior notice are considered late cancellation -The first late cancellation fee is waived -Any further late cancellations will be charged the full cost of the appointment -Occupational Therapist understands that clients may have extenuating health circumstances and reserves the right to modify cancellation policy on a case-by-case basis. -The client should make every effort to cancel with as much notice as possible. c) The client understands that their progress is their responsibility and Occupational Therapist will not be held accountable or liable for lack of progress or regression of symptoms.

Disclaimer a) Client understands that the Occupational Therapist is not an agent, publicist, accountant, financial advisor, lawyer, doctor, or registered clinical counselor. Andrea Cox is a registered Occupational Therapist and can act under this title for residents of the State of Colorado only. b) The Occupational Therapist will not act as a therapist providing psychoanalysis. The focus of this therapy is on function, practical strategies, and education for managing life with an illness, disorder, or injury. c) Client understands that it is not within the scope of practice of this practitioner to diagnose any disorder. d) If Client is under the care of a healthcare professional or currently using prescription medications, Client should discuss any dietary changes or potential dietary supplement use with his or her doctor. e) Client understands that the information in this Program is not medical advice and that Occupational Therapy services are only provided in Colorado.

Payment Client agrees to submit credit card information at intake to be kept on file in a secure patient portal and I hereby authorize the charging of this card for the agreed-upon amount within 24 hours of services rendered. The client will be responsible for the processing fee of 2.9%+$.30. Any payment not paid when due shall bear interest at the rate of 8% per annum and shall require payment of a $25 late fee.

I, Client, cannot afford the full intake and session rates due to my current financial situation. I have agreed to pay the rate of $150 for the intake session and $75 for subsequent treatment sessions. I agree to notify HypermobileOT LLC within 14 days if my financial situation substantially changes and I understand the fee may be adjusted according to my updated financial situation. A continuance of sliding scale benefits is not guaranteed and is subject to modification and/or elimination at the sole discretion of HypermobileOT LLC.

Upon request by Client, Provider will prepare and send to Client a "superbill" for Client to submit to its insurance company. Provider makes no representation that its bill for services rendered will be paid in full or in part by the insurance company. Client acknowledges it is responsible to pay Provider in full whether or not the insurance company pays or reimburses Client. Client acknowledges Provider is preparing the superbill solely as a courtesy to Client.

Payment Plan In cases of financial hardship, HypermobileOT LLC does offer a payment plan. 50% of the fee will be billed within 24 hours of services rendered, with 25% being billed on the date 1 month and 2 months after the date of service to complete the payment in full.

Due to financial hardship, will you be utilizing the payment plan option as stated above?

◯ Yes ◯ No

Refunds No refunds will be issued for time spent with the Occupational Therapist.

Confidentiality This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal, or make use of any information learned by either party during discussions, or otherwise, throughout the Term of treatment ("Confidential Information"). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The obligation of the Parties hereunder to hold the information confidential does not apply to the information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation or expiration of this Agreement.

Termination This Agreement may be terminated by Occupational Therapist upon 30 days prior notice for any reason and immediately for the following reasons: a) Client discloses an intention and plan to harm themselves or someone else b) Client discloses information about the harm or abuse to a vulnerable population (children, elderly, animals)

Compelled Disclosure of Confidential Information Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

Non-Disparagement Client shall not make any false, disparaging or derogatory statement in public or private regarding Company or its members. Company shall not make any false, disparaging or derogatory statement in public or private regarding Client and it's relationship with Client.

Indemnification Client agrees to indemnify, defend and hold harmless the Company, its members, affiliates and its respective agents and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney fees and costs, arising out of, or in relation to, Client's participation or action(s) under this Agreement.

Entire Agreement; Amendment; Headings This Agreement constitutes the entire Agreement between the Parties with respect to its relationship and supersedes all prior oral and written agreements, understandings, and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, or course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to any provision of this Agreement shall bind either Party unless set forth in writing, specifying such waiver, consent, or amendment, signed by both Parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. This Agreement shall be governed by and interpreted by the laws of the State of Colorado.

Counterparts This Agreement may be executed in one or more counterparts (including by means of electronic mail via portable document format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Severability Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Client Responsibility; No Guarantees Client accepts and agrees that Client is fully responsible for its progress and results from the services provided under this Agreement. Company will assist and guide Client; however, participation is the one vital element to the treatment's success that relies solely on the Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the treatment and extent, the results experienced by each Client may vary significantly. By signing below, Client acknowledges that this is an inherent risk of loss and there is no guarantee that Client will reach its goals as a result of participation in the Program. Company's comments about outcomes are expressions of opinion only. Any ill effects thought to be caused by the services provided under this Agreement are solely the responsibility of Client and Client agrees not to take legal action with the claim of physical, psychological or other damage unless arising directly out of the gross negligence of Company. Company makes no guarantee other than that the services offered in this Program shall be provided to Client in good faith and in accordance with the terms of this Agreement.

By signing below Client acknowledges that it has read and reviewed and accepts (i)this Agreement and (ii) the Terms and Conditions, Medical Disclaimer and Privacy Policy set forth on Company's website.

In Witness Whereof, the Parties, intending to be legally bound, have executed this Agreement as of

Date: _____ dd / mm / yyyy

Signature