

Personal Consulting Agreement

This Personal Consulting Agreement (the "**Agreement**"), effective as of _____, 20____ (the "**Effective Date**"), is by and between Nutrition Practitioners LLC, a Pennsylvania limited liability company ("**Service Provider**"), and [CLIENT NAME], ("**Client**"), and together with Service Provider, the "Parties", and each, a "Party").

WHEREAS, Service Provider is in the business of designing a tailored nutrition program for the Client that reflects the Client's objectives, fitness level and experience, and Client desires to obtain such services from Service Provider.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consulting Services. Service Provider shall provide various nutritional, holistic, exercise, and/or dietary-based consulting services for Client as more fully described in Exhibit A ("**Consulting Services**"). Service Provider shall use reasonable efforts to meet any performance dates specified in Schedule A, and any such dates shall be estimates only. Each Personal Consulting Session shall last 20 minutes. Client acknowledges that Service Provider makes no warranty regarding the results to be attained by using the Consulting Services.

2. Consulting Location. Service Provider shall provide all Consulting Services remotely via Google Meet video conferencing. Service Provider shall provide all equipment, including software, necessary to provide the Consulting Services.

3. Client Covenants.

3.1 Client Property. Client shall not without Service Provider's prior written consent (i) copy Service Provider's copyrighted material; (ii) use Service Provider's trademarks, trade names, or other designations in any promotion or publication; or (ii) use recording equipment in consulting sessions.

3.2 Client Liability Waiver. Prior to receiving any Consulting Services from Service Provider, Client shall execute a Release, Waiver of Liability and Indemnity Agreement form attached as Exhibit B to this Agreement and made a part of this Agreement hereof.

4. Payment Terms.

4.1 Payment. Client shall pay all fees due and owing under this Agreement on or before the Effective Date. Client may pay via credit card or PayPal through Service Provider's online payment portal. All payments hereunder shall be in US dollars.

4.2 Late Payments. Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of five percent per month or the highest rate permissible under applicable law, calculated daily and

compounded monthly. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4.3 No Set-off. Client shall not withhold payment of any monies due and payable under this Agreement by reason of any set-off of any claim or dispute with Service Provider, whether relating to the Service Provider's breach, bankruptcy or otherwise.

5. Limitation of Liability.

5.1 TYPES OF DAMAGES. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

5.2 AGGREGATE LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THREE TIMES THE TOTAL OF THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE CONSULTING SERVICES SOLD HEREUNDER or \$500.00 WHICHEVER IS LESS.

5.3 DISCLAIMER OF WARRANTY. SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER REGARDING THE CONSULTING SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SERVICE PROVIDER, OR ANY OTHER PERSON ON SERVICE PROVIDER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. SERVICE PROVIDER MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES, OR USING SERVICE PROVIDER'S PERSONAL CONSULTING MATERIALS OR SERVICES.

6. Term and Termination.

6.1 Initial Term. The term of this Agreement commences on the Effective Date and continues for a period of 24 months, unless and until earlier terminated as provided under this Agreement (the "**Term**").

6.2 Renewal Term. Upon expiration of the Initial Term, this Agreement automatically renews for additional successive terms in perpetuity unless and until either Party provides written notice of nonrenewal at least ten business days prior to the end of the then-current term, or unless and until earlier terminated as provided under this Agreement (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term are the same as the terms in effect immediately prior to such renewal, subject to any change in Prices payable for the Consulting Services and payment terms during the applicable Renewal Term as set forth in Section 6.2. In the event either Party provides timely notice of his or her intent not to renew this Agreement, then, unless earlier terminated in accordance with its terms, this Agreement terminates on the expiration of the then-current Term.

6.3 Service Provider's Right to Terminate. Service Provider may terminate this Agreement upon written notice to Client:

(a) if Client fails to pay any amount when due under this Agreement ("**Payment Failure**");

(b) if within any three month period, 3 or more Payment Failures occur;
OR

(c) if Client breaches any provision of this Agreement (other than a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Client within ten days after Client's receipt of written notice of such breach;

6.4 Effect of Termination; Survival.

(a) Expiration or termination of the Agreement will not affect any rights or obligations of the Parties that:

(i) come into effect upon or after expiration or termination of this Agreement; or

(ii) by their nature should apply beyond the Term of this Agreement.

(b) Any notice of termination under this Agreement automatically operates as a cancellation of any Consulting Services that are scheduled to take place subsequent to the effective date of termination.

(c) Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement, at law, in equity, or otherwise.

7. Applicable Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Each party consents to jurisdiction in the courts

having jurisdiction of the subject matter hereof in the Commonwealth of Pennsylvania. Venue for any action between the parties hereto relating in any way to this Agreement shall be proper in the courts of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

8. Subcontracting and Assignment. Service Provider may subcontract the performance of any of its duties or obligations under this Agreement to any person or entity. Service Provider may assign this Agreement, including Client's obligation to pay herein. Client may not sell, assign or transfer this Agreement and any such attempt shall be null and void.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

11. Integration. This Agreement, together with Consulting Services set forth in Exhibit A and the Release, Waiver of Liability and Indemnity Agreement appended hereto as Exhibit B and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

12. Privacy and Security.

12.1 Privacy. We shall use Your Data only as permitted by Privacy Laws, our Privacy Policy and this Agreement. You acknowledge that you have read our Privacy Policy and understand that it sets forth how we will collect, store, use and disclose Your Data including personal data. If you do not agree with our Privacy Policy, then you must stop using the Services immediately. We encourage you to periodically review our Privacy Policy as it may change from time to time.

12.2 Security. Security of the Services; Protection of Your Data. We shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data.

13. Confidentiality. Any personal, health or other information provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and designated as confidential or proprietary or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information") shall be held in confidence and not disclosed and shall not be used except to the extent necessary to carry out the Receiving Party's obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). These obligations shall not apply to information that (i) was previously known by the Receiving Party, as demonstrated by documents or files in existence at the time of disclosure; (ii) is generally and freely publicly available through no fault of the Receiving Party; (iii) the Receiving Party otherwise rightfully obtains from third parties without restriction; or (iv) is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information, as demonstrated by documents or files in existence at the time of disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled to do so by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded the Confidential Information.

14. Acknowledgement of Use. The information provided via the Consulting Services or through the Service Provider's website is for educational and informational purposes only and solely as a self-help tool for the Client's own use. Service Provider is not, nor is Service Provider holding itself out to be a doctor/physician, nurse, physician's assistant, advanced practice nurse, nutritionist, or any other medical professional ("Medical Provider"), psychiatrist, psychologist, therapist, counselor, or social worker ("Mental Health Provider"), registered dietician or licensed nutritionist, nor member of the clergy. The Consulting Services provided herein do not constitute health care, medical or nutritional therapy services, or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition. The Client acknowledges and agrees that the information provided in or through the Service Provider's website and/or the Consulting Services pertaining to any aspect of Client's life is not intended to be a substitute for the professional medical, nutritional or religious advice in any way. The Client acknowledges and agrees that he or she should always seek the advice of his or her own Medical Provider and/or Mental Health Provider regarding any questions or concerns that Client has about his or her health and any medications, herbs or supplements that Client is currently taking and before implementing any recommendations or suggestions from Service Provider's website or Consulting Services. The Client acknowledges and understands that the information contained via the Consulting Services and on Service Provider's website has not been evaluated by the United States Food and Drug Administration.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Date_____

By_____

Client Name:

Date_____

By_____

Michael E. Bernstein

Nutrition Practitioners LLC

Exhibit "A"

CONSULTING SERVICES PROGRAM

Client Name: _____

Client Mailing Address: _____

Client Phone Number _____

Client Email Address _____

Personal Consulting Facility

Location: _____

Contract Price: _____

Payment Schedule: _____

Number of Personal Consulting Sessions: _____

Length of Each Personal Consulting Session: _____

Date Consulting Sessions will Begin: _____

PERSONAL CONSULTING TERMS & CONDITIONS:

1. Personal consulting sessions that are not rescheduled or cancelled 24 hours in advance will result in forfeiture of the session and a loss of the financial investment at the rate of one session.
2. Clients arriving late (whether in-person or virtually) will receive the remaining scheduled session time, unless other arrangements have been previously made with the Service Provider.
3. The expiration policy requires completion of all personal consulting sessions within 90 days from the date of this Agreement. Personal consulting sessions are void after this time period.
4. No personal consulting refunds will be issued for any reason, including but not limited to relocation, illness, and unused sessions.

Date _____

By _____

Client Name:

Date _____

By _____

Michael E. Bernstein

Nutrition Practitioners LLC