

Patient Builders

Inc.

This Agreement is made this ____ day of _____, _____ by and between Patient Builders, Inc, hereinafter referred to as "PB" and _____, d.b.a. _____ hereinafter referred to as "Client".

WHEREAS, Client desires to engage PB in a Vendor / Client relationship to perform telemarketing services on his behalf.

NOW THEREFORE in consideration of the mutual promises and conditions contained herein the parties agree as follows:

1. Set appointments for prospective patients to receive a consultation, spinal examination and any necessary x-rays from the Client.
2. Prospective patients will be cultivated from zip codes established by Client.
3. PB will use its best efforts to fulfill the Client established target of ____ shows per month.
4. PB will maintain all lists initially purchased by client.
5. Client agrees to follow all rules and polices in Addendum RP.
6. Client agrees to compensate PB for every prospective patient show at rates outlined in Addendum NP.

Prospective patient is defined by one of the following:

- Previous Chiropractic care
- Experiencing pain or symptoms
- Experienced trauma in past 2 years

Prospective patient show is defined as follows:

- Any person who presents themselves to your clinic as a result of our program
- Any person who accompanies the prospective patient and receives "offer" on the same visit

Excluded patient show is defined as follows:

- Any person who produces an id card verifying participation in a federal funded program (ie. Medicare, Medicaid) whom Client refused care.

Initials:_____ Date:_____

OTHER PROVISIONS:

- a. MODIFICATIONS. This Agreement shall not be modified except in writing executed by both parties and may not be assigned.
- b. REIMBURSEMENT OF ATTORNEY'S FEES AND COSTS. After all reasonable efforts have been explored, in the event either party employ legal counsel to enforce its rights hereunder, then the prevailing party shall be entitled to reimbursement of all fees and costs, including reasonable attorney's fees, from the no prevailing party, whether or not legal action is instituted.
- c. HIPPA
Vendor hereby advises client that it is acting as an agent of clinic/doctor. Doctor is responsible for all "HIPPA" requirements for privacy practices involving this and all projects involving "PB".
- d. PLACE OF VENUE. The parties hereby agree that this Agreement is entered into in the State of Arizona and shall be governed by the laws of the State of Arizona. In the event of litigation arising from this Agreement, the exclusive place of jurisdiction and venue shall be in Maricopa County, Arizona. Both parties agree to make a best effort to resolve disputes or disagreements during the course of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed in multiple counterparts on the day and year first above written.

Client

Patient Builders, Inc

Date

Date