

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 marketing services on its behalf.

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

1. Set appointments for existing patients to receive a consultation and spinal examination.
2. Existing patients will be cultivated on a quarterly basis, i.e. January, April, July and October, from a database established by Client.
3. Existing patients will be contacted via:
 - a. Mail (Optional) Initials:_____ Date:_____
 - b. Phone (Required) Initials:_____ Date:_____
4. Client agrees to compensate PB for all marketing efforts at rates outlined in Addendum RP.
5. Client agrees to compensate PB for all new prospective patients that show-up as a result of reactivation calling at the rates outlined in Addendum RP.
6. Client agrees to abide by all program rules established by PB in Addendum RP. Vendor agrees to provide written rules and policies as required.

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