



AGREEMENT FOR INDIVIDUAL COACHING SERVICES WITHOUT MEDICAL CARE

THIS AGREEMENT FOR INDIVIDUAL COACHING SERVICES WITHOUT MEDICAL CARE ("Agreement") is entered into this _____ day of _____, 20 ____ ("Effective Date"), by and between _____ ("Client") and NuStart Health, L.L.C. ("NuStart").

NuStart provides weight loss, nutrition, and lifestyle coaching services available to Client via personal contact with coaches, video conferencing, text messaging, telephone, and online ("Services").

Client's employer has retained NuStart to provide such Services to its employees, and Client wishes to participate in such Services on the terms and conditions contained herein.

The parties agree as follows:

1. **No Medical Care.** The Services are intended only to assist Client with Client's efforts to lose weight. The Services are not health care services. NuStart's staff does not give medical advice or diagnosis. No information provided in the context of providing Services may be construed as medical advice or diagnosis. Some online platforms to which Client may be referred utilize terms like "patients," "providers," and "clinics." Use of such terms on a platform, or the use of any other terms commonly related to the medical field, should not be construed as NuStart providing medical care. Additionally, the information and reports generated by NuStart in providing the Services may not be interpreted as a substitute for physician consultation, evaluation, or treatment. Client acknowledges that NuStart has advised Client to seek the advice of a physician before entering into this Agreement.

2. **Client Participation.** To participate in the Services, Client must meet all health criteria established by NuStart from time to time. Client's participation may be terminated by NuStart at any time it determines that Client does not meet such criteria. Client may participate in the Services to the extent Client desires, but NuStart reserves the right to terminate Client's participation if Client does not demonstrate he or she is making a good faith effort, in the sole discretion of NuStart, to benefit from the Services.

3. **Release of Information.** Client understands and acknowledges that NuStart may, at its sole discretion, release de-identified health information (health information that neither identifies nor provides a reasonable basis to identify an individual). Client authorizes NuStart to release individually identifiable health information to Client's insurers, to Client's medical care providers, to Client's employer (to the extent necessary to qualify Client for continued Services), and to NuStart's successors and assigns to the extent necessary to provide continuity of Services in the event NuStart's duties are transferred to another provider.

4. **No Guarantee of Results.** NuStart makes no guarantees with regard to the amount of weight Client may lose or the rate at which such weight loss will occur. The Services are designed for a safe rate of weight loss of up to two pounds per week, after the first three (3) weeks. If client loses weight at a greater rate, Client must immediately notify NuStart to allow it to adjust the Services being provided to Client.

5. **Assignment.** Client may not assign this Agreement or any rights under it.

6. **Amendment.** This Agreement may not be modified or amended except by a writing signed by the parties hereto.

NUSTART HEALTH, LLC

CLIENT

By: _____

Date: _____

Date: _____