PREMIER ONE AGENCY LLC – MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into by and between PREMIER ONE AGENCY LLC, a Texas limited liability company ("**Service Provider**"), and the entity or individual completing a Stripe Checkout for Service Provider's services ("**Client**").

Effective Date: The date on which Client completes a Stripe Checkout for any Service Provider plan or service.

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1. Purpose and Structure

1.1 Master Agreement

This Agreement sets forth the general terms and conditions under which Service Provider provides marketing, advertising, consulting, automation, and related services (the "**Services**").

1.2 Orders and Statements of Work

Each engagement between Service Provider and Client shall be formed when Client completes a Stripe Checkout for a Service Provider plan or service (each, an "**Order**"). The Stripe invoice, plan description, pricing, billing terms, and payment receipt associated with such Order, together with any Schedule to this Agreement applicable to the engagement, shall constitute the applicable Statement of Work ("**SOW**") for purposes of this Agreement and define the Services, fees, performance-based or revenue-share compensation, and term of the engagement. Where an engagement is governed by a Schedule, that Schedule defines the engagement-specific service terms, performance-based fees, and related definitions that, by their nature, cannot be fully expressed in a Stripe Order.

1.3 Order of Precedence

In the event of a conflict, the applicable Stripe Order controls only as to pricing, billing, and scope; the applicable Schedule controls as to engagement-specific service terms, performance-based fees, and related definitions; otherwise, this Agreement governs.

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2. Term and Termination

2.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

2.2 Termination

Either Party may terminate an Order or this Agreement in accordance with the cancellation terms stated in the applicable Stripe Order or as otherwise stated in this Agreement.

2.3 Termination for Cause

Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure within ten (10) days of written notice.

2.4 Effect of Termination

Upon termination:

- All accrued and outstanding fees remain due;
- No refunds shall be owed for services rendered or committed;
- All provisions intended to survive shall survive, including payment, IP, confidentiality, limitations of liability, indemnification, and dispute resolution.

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3. Fees, Payment, and Billing

3.1 Fees

Fees, billing frequency, and any performance-based or revenue-share compensation are as stated in the applicable Stripe Order, invoice, and any applicable Schedule.

3.2 Authorization to Charge

Client authorizes Service Provider to charge all fees using the payment method on file, including recurring subscription billing via Stripe.

3.3 Late Payments

Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by Texas law.

3.4 Suspension for Non-Payment

Service Provider may suspend Services immediately if any payment is declined, disputed, or unpaid beyond five (5) days.

3.5 Taxes

Client is responsible for all applicable taxes arising from the Services.

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4. Client Responsibilities

Client shall provide accurate information, approvals, credentials, and access required to perform the Services and is solely responsible for compliance with advertising laws, platform policies, and its own fulfillment and customer obligations.

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5. Performance Disclaimer

Service Provider makes no guarantees regarding revenue, results, leads, or performance. Marketing outcomes are inherently uncertain.

6. Intellectual Property

Service Provider retains ownership of all pre-existing materials, frameworks, workflows, automations, and know-how. Client receives a limited, non-exclusive license to use deliverables for its internal business purposes only.

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7. Confidentiality

Each Party agrees to protect the other's confidential information and use it only to perform under this Agreement.

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8. Platform & Data Risk

Client acknowledges that Services rely on third-party platforms and that Service Provider is not liable for outages, suspensions, data loss, or policy changes.

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9. Payment Disputes & Chargebacks

Client agrees to attempt good-faith resolution before initiating any chargeback. Fraudulent or abusive chargebacks constitute a material breach.

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10. Non-Solicitation

Client agrees not to solicit or hire Service Provider's staff during the engagement and for twelve (12) months thereafter.

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11. Indemnification

Client shall indemnify Service Provider against claims arising from Client's business, products, advertising, content, or violations of law. Service Provider shall indemnify Client for IP infringement caused solely by Service Provider-created materials.

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12. Limitation of Liability

Service Provider's total liability shall not exceed the fees paid by Client in the thirty (30) days preceding the claim. Neither Party shall be liable for indirect or consequential damages.

13. Independent Contractor

Service Provider is an independent contractor.

14. Dispute Resolution

All disputes shall be resolved by binding arbitration in El Paso County, Texas, with class action and jury trial waived.

15. Notices

Service Provider
PREMIER ONE AGENCY LLC
1060 Diesel Dr, El Paso, TX 79907
legal@premierone.io

16. Governing Law

Texas law governs this Agreement.

17. Electronic Execution

This Agreement is entered into electronically. Client agrees that by completing a Stripe Checkout, accepting the Terms of Service at checkout, and submitting payment, Client has executed this Agreement and the applicable SOW (including any applicable Schedule) with the same legal effect as a handwritten signature.

18. Subcontractors

Service Provider may perform the Services through its own personnel or through contractors or subcontractors engaged by Service Provider. Service Provider remains responsible for the performance of the Services by, and for the acts and omissions of, any such personnel, contractor, or subcontractor in connection with the Services, and for their compliance with the confidentiality obligations of this Agreement. Where any contractor or subcontractor creates, receives, maintains, or transmits protected health information on behalf of Service Provider in connection with the Services, Service Provider shall ensure that such contractor or subcontractor agrees in writing to restrictions and conditions at least as restrictive as those applicable to Service Provider under the applicable Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.504(e)(1)(i). Client’s prior approval is not required for Service Provider’s engagement of personnel, contractors, or subcontractors.

SCHEDULE A – LOCAL SERVICES PERFORMANCE TERMS

A.1 Application

This Schedule A applies to local-services engagements – including residential home-services operators (such as roofing, HVAC, and similar trades) and comparable local businesses – as identified in the applicable Stripe Order. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

A.2 Fees

- **Monthly Retainer.** As set forth in the applicable Order, beginning in the first month of the engagement and recurring each month thereafter until terminated in accordance with the Agreement. The first month includes onboarding, campaign and funnel build, and launch.
- **Performance Fee.** Per Qualified Appointment (as defined in Section A.3), as set forth in the applicable Order, invoiced monthly in arrears based on the number of Qualified Appointments generated during the preceding billing period.
- **Advertising Spend.** Client pays all advertising spend directly to the applicable advertising platform(s) (for example, Meta) using Client's own account and payment method. Advertising spend is not part of, and is in addition to, the fees payable to Service Provider under this Schedule.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part.

A.3 Qualified Appointment

A "**Qualified Appointment**" means a scheduled appointment that satisfies all of the following criteria: (i) it is generated through marketing campaigns actively managed by Service Provider for Client; (ii) it includes verified contact information, meaning a working telephone number or email address associated with the prospect; and (iii) it is a booked appointment recorded on Client's calendar or intake system. For the avoidance of doubt, the close rate, show rate, sale value, and ultimate outcome of any appointment do not affect whether it is a Qualified Appointment, all of which are the sole responsibility of Client.

A.4 Appointment Reporting and Flag Window

Service Provider will report Qualified Appointments to Client on a periodic basis. Client has forty-eight (48) hours from the time an appointment is reported to flag, in writing, any appointment Client believes does not satisfy the Qualified Appointment criteria, stating the specific reason. Appointments not flagged within the forty-eight (48) hour window are deemed accepted and billable. Service Provider will review good-faith flags reasonably; an appointment determined not to satisfy the criteria will not be billed or, if already billed, will be credited against a subsequent invoice.

A.5 Client Operational Responsibilities

Client shall respond to leads and appointments promptly, maintain adequate capacity to service the appointments generated, and conduct its own sales, fulfillment, and customer-service functions. Service Provider is responsible for generating and booking Qualified Appointments; Client is responsible for showing, selling, and servicing them.

SCHEDULE B – MEDICAL AESTHETICS & WELLNESS PERFORMANCE TERMS

B.1 Application

This Schedule B applies to engagements with medical aesthetics, medical weight-loss, and wellness businesses – including medical spas, aesthetics clinics, medical weight-loss and GLP-1 program providers, and comparable health-services businesses – as identified in the applicable Stripe Order. Engagements governed by this Schedule B are not local-services engagements for purposes of Schedule A, and Schedule A does not apply to them. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

B.2 Fees

- **Monthly Retainer.** As set forth in the applicable Order, beginning in the first month of the engagement and recurring each month thereafter until terminated in accordance with the Agreement. The first month includes onboarding, campaign and funnel build, and launch.
- **Performance Fee.** Per Qualified Consultation (as defined in Section B.3), at the rate or rates set forth in the applicable Order. The Order may set separate rates for Deposit-Backed Consultations and Standard Consultations (each as defined in Section B.3). Performance Fees are invoiced monthly in arrears based on the number of Qualified Consultations in each category generated during the preceding billing period.
- **Advertising Spend.** Client pays all advertising spend directly to the applicable advertising platform(s) (for example, Meta) using Client's own account and payment method. Advertising spend is not part of, and is in addition to, the fees payable to Service Provider under this Schedule.
- **Patient Deposits.** Any deposit or prepayment collected from a prospective patient in connection with a consultation is collected through Client's own booking and payment systems, belongs solely to Client, and is applied, credited, refunded, or retained in accordance with Client's own policies. Service Provider does not collect, hold, or process patient deposits; deposits are not fees payable to Service Provider and do not offset any fees under this Schedule.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part.

B.3 Qualified Consultation

A "**Qualified Consultation**" means a scheduled consultation appointment that satisfies all of the following criteria: (i) it is generated through marketing campaigns actively managed by Service Provider for Client; (ii) it includes verified contact information, meaning a working telephone number or email address associated with the prospect; (iii) it is a booked appointment with a scheduled date and time recorded on Client's calendar or intake system; and (iv) it is affirmatively confirmed by the prospect. A consultation is affirmatively confirmed when the prospect either (a) submits a deposit or prepayment through Client's booking or payment process

(a "**Deposit-Backed Consultation**"), or (b) confirms the scheduled appointment by written, electronic, or verbal response, including a confirmation response through the scheduling, reminder, or intake process (a "**Standard Consultation**"). For the avoidance of doubt, the show rate, close rate, treatment or program value, and ultimate outcome of any consultation do not affect whether it is a Qualified Consultation, all of which are the sole responsibility of Client.

For the avoidance of doubt, a Qualified Consultation is counted without regard to which of Client's services or programs it concerns. A scheduled consultation that meets the criteria of this Section B.3 is a Qualified Consultation whether it concerns weight-loss or GLP-1 services, aesthetic or injectable treatments, body contouring, laser or skin services, hormone or wellness programs, memberships or packages, or any other service Client offers, and whether the campaign was directed to a specific service, an introductory or promotional offer, or Client's practice generally. The Performance Fee under Section B.2 applies equally to each Qualified Consultation regardless of the service it concerns or the price point of any treatment the prospect may ultimately purchase.

B.4 Consultation Reporting and Flag Window

Service Provider will report Qualified Consultations to Client on a periodic basis, identifying the category of each. Client has forty-eight (48) hours from the time a consultation is reported to flag, in writing, any consultation Client believes does not satisfy the Qualified Consultation criteria, stating the specific reason. Consultations not flagged within the forty-eight (48) hour window are deemed accepted and billable. Service Provider will review good-faith flags reasonably; a consultation determined not to satisfy the criteria will not be billed or, if already billed, will be credited against a subsequent invoice.

B.5 Client Operational Responsibilities

Client shall respond to leads and booked consultations promptly, maintain adequate provider capacity to service the consultations generated, and conduct its own consultations, sales, treatment, fulfillment, and customer-service functions. Service Provider is responsible for generating and booking Qualified Consultations; Client is responsible for conducting, converting, and servicing them.

B.6 Medical Services and Regulatory Responsibility

Client is solely responsible for all clinical and medical aspects of its business, including without limitation the practice of medicine or nursing, provider licensure and supervision, prescribing and dispensing decisions, patient screening, eligibility, and care, medical recordkeeping, and compliance with all laws, regulations, and professional-board requirements applicable to Client's practice. Service Provider is a marketing services provider only; it is not a healthcare provider, does not practice medicine, does not provide medical advice, and has no provider-patient relationship with any prospect or patient. Nothing in the Services creates any clinical duty on the part of Service Provider.

B.7 Advertising Content and Claims

Client, as the licensed party, is solely responsible for the accuracy, substantiation, and legal compliance of all statements regarding medical services, treatments, medications, pricing, and

results used in connection with the engagement, and shall review and approve advertising content containing medical or health claims prior to publication. Consistent with Section 4, Client is responsible for compliance with the advertising laws and platform health-content policies applicable to its industry.

B.8 Health Information and Business Associate Agreement

The parties intend that Service Provider's systems collect only limited prospect contact and scheduling information, such as name, contact details, appointment details, and general service interest. Client shall not transmit, and shall direct its personnel not to transmit, clinical records, medical histories, or other treatment information into Service Provider's systems. To the extent Service Provider creates, receives, maintains, or transmits protected health information on behalf of Client in connection with the Services, the parties shall execute Service Provider's Business Associate Agreement (the "**BAA**"), which upon execution is incorporated into the applicable SOW by reference and controls as to protected health information.

B.9 Medications

Service Provider does not manufacture, distribute, dispense, prescribe, or make any claim regarding any medication or compounded product, including GLP-1 receptor agonists. The availability, sourcing, eligibility, pricing, safety, and administration of any medication are solely matters between Client, its licensed providers, and its patients.

SCHEDULE C – PLASTIC SURGERY & COSMETIC SURGERY PERFORMANCE TERMS

C.1 Application

This Schedule C applies to engagements with plastic surgery, cosmetic surgery, and surgical aesthetics practices – including board-certified plastic surgeons, cosmetic surgery centers, facial plastic surgery practices, and comparable surgical practices – as identified in the applicable Stripe Order. Engagements governed by this Schedule C are not local-services engagements for purposes of Schedule A and are not medical aesthetics and wellness engagements for purposes of Schedule B, and neither Schedule A nor Schedule B applies to them. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

C.2 Fees

- **Monthly Retainer.** As set forth in the applicable Order, beginning in the first month of the engagement and recurring each month thereafter until terminated in accordance with the Agreement. The first month includes onboarding, campaign and funnel build, and launch.
- **Performance Fee.** Per Qualified Consultation (as defined in Section C.3), at the rate or rates set forth in the applicable Order. The Order may set separate rates for Deposit-Backed Consultations and Standard Consultations (each as defined in Section C.3). Performance Fees are invoiced monthly in arrears based on the number of Qualified Consultations in each category generated during the preceding billing period.
- **Advertising Spend.** Client pays all advertising spend directly to the applicable advertising platform(s) (for example, Meta) using Client's own account and payment method. Advertising spend is not part of, and is in addition to, the fees payable to Service Provider under this Schedule.
- **Consultation Fees and Patient Deposits.** Any consultation fee, deposit, or prepayment collected from a prospective patient in connection with a consultation or procedure is collected through Client's own booking and payment systems, belongs solely to Client, and is applied, credited, refunded, or retained in accordance with Client's own policies. Service Provider does not collect, hold, or process consultation fees or patient deposits; such amounts are not fees payable to Service Provider and do not offset any fees under this Schedule.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part.

C.3 Qualified Consultation

A "Qualified Consultation" means a scheduled consultation appointment that satisfies all of the following criteria: (i) it is generated through marketing campaigns actively managed by Service Provider for Client; (ii) it includes verified contact information, meaning a working telephone number or email address associated with the prospect; (iii) it is a booked appointment with a scheduled date and time recorded on Client's calendar or intake system; and (iv) it is

affirmatively confirmed by the prospect. A consultation is affirmatively confirmed when the prospect either (a) submits a consultation fee, deposit, or prepayment through Client's booking or payment process (a "Deposit-Backed Consultation"), or (b) confirms the scheduled appointment by written, electronic, or verbal response, including a confirmation response through the scheduling, reminder, or intake process (a "Standard Consultation"). For the avoidance of doubt, the show rate, close rate, procedure value, surgical candidacy, and ultimate outcome of any consultation do not affect whether it is a Qualified Consultation, all of which are the sole responsibility of Client.

For the avoidance of doubt, a Qualified Consultation is counted without regard to which of Client's services or procedures it concerns. A scheduled consultation that meets the criteria of this Section C.3 is a Qualified Consultation whether it concerns surgical procedures (including without limitation breast augmentation, breast lift or reduction, rhinoplasty, abdominoplasty, liposuction, facelift, blepharoplasty, or body-contouring surgery), reconstructive procedures, non-surgical, injectable, skin, laser, or energy-based treatments, or any other service Client offers, and whether the campaign was directed to a specific procedure, an introductory or promotional offer, or Client's practice generally. The Performance Fee under Section C.2 applies equally to each Qualified Consultation regardless of the procedure it concerns, whether the prospect is determined to be a surgical candidate, or the price point of any procedure the prospect may ultimately purchase.

C.4 Consultation Reporting and Flag Window

Service Provider will report Qualified Consultations to Client on a periodic basis, identifying the category of each. Client has forty-eight (48) hours from the time a consultation is reported to flag, in writing, any consultation Client believes does not satisfy the Qualified Consultation criteria, stating the specific reason. Consultations not flagged within the forty-eight (48) hour window are deemed accepted and billable. Service Provider will review good-faith flags reasonably; a consultation determined not to satisfy the criteria will not be billed or, if already billed, will be credited against a subsequent invoice.

C.5 Client Operational Responsibilities

Client shall respond to leads and booked consultations promptly, maintain adequate surgeon and provider capacity and surgical scheduling availability to service the consultations generated, and conduct its own consultations, sales, surgical, clinical, fulfillment, and customer-service functions. Service Provider is responsible for generating and booking Qualified Consultations; Client is responsible for conducting, converting, performing, and servicing them.

C.6 Surgical and Medical Services; Regulatory Responsibility

Client is solely responsible for all clinical, medical, and surgical aspects of its business, including without limitation the practice of medicine and surgery, surgeon and provider licensure, board certification, credentialing, and supervision, surgical facility licensing and accreditation, anesthesia services, patient screening, surgical candidacy and eligibility determinations, informed consent, pre-operative and post-operative care, medical and surgical recordkeeping, and compliance with all laws, regulations, and professional-board requirements

applicable to Client's practice. Service Provider is a marketing services provider only; it is not a healthcare provider, does not practice medicine or surgery, does not provide medical advice, and has no provider-patient relationship with any prospect or patient. Nothing in the Services creates any clinical or surgical duty on the part of Service Provider.

C.7 Advertising Content, Claims, and Patient Imagery

Advertising Claims. Client, as the licensed party, is solely responsible for the accuracy, substantiation, and legal compliance of all statements regarding surgical and non-surgical procedures, surgeon credentials, techniques, recovery, outcomes, pricing, and results used in connection with the engagement, and shall review and approve advertising content containing medical, surgical, or health claims prior to publication.

Patient Imagery and Testimonials. Client is solely responsible for obtaining and maintaining all patient authorizations and consents required for the use of any before-and-after photographs, patient images, video, or testimonials supplied to Service Provider or used in connection with the Services, including any authorization required under HIPAA and applicable state law, and for any restrictions on or revocations of such authorization. Client represents and warrants that any such materials it supplies are accompanied by valid authorization for the uses contemplated by the engagement. Service Provider shall use such materials only as directed by Client and has no obligation to verify the existence or sufficiency of any patient authorization.

Credentialing Representations. Client is solely responsible for the accuracy of any representation regarding board certification, fellowship training, hospital privileges, professional affiliations, or specialty designation, and for compliance with the rules of the Texas Medical Board and any other applicable licensing or certifying authority governing such representations.

Platform Policies. Client acknowledges that advertising platforms restrict or prohibit certain content relating to surgical and cosmetic procedures, including before-and-after imagery, body-focused imagery, and outcome claims, and that platform interpretation and enforcement of such policies are outside Service Provider's control. Consistent with Section 8, Service Provider is not liable for ad disapprovals, account restrictions, suspensions, or content removals arising from platform policy or enforcement.

C.8 Health Information and Business Associate Agreement

The parties intend that Service Provider's systems collect only limited prospect contact and scheduling information, such as name, contact details, appointment details, and general procedure interest. Client shall not transmit, and shall direct its personnel not to transmit, clinical records, operative reports, medical histories, surgical photographs, or other treatment information into Service Provider's systems. To the extent Service Provider creates, receives, maintains, or transmits protected health information on behalf of Client in connection with the Services, the parties shall execute Service Provider's Business Associate Agreement (the "BAA"), which upon execution is incorporated into the applicable SOW by reference and controls as to protected health information.

C.9 Surgical Facilities, Anesthesia, Devices, and Implants

Service Provider does not own, operate, accredit, staff, or supervise any surgical facility or operating room, does not provide, arrange, or supervise anesthesia services, and does not manufacture, distribute, supply, implant, or make any claim regarding any medical device, implant, graft, or product used in any procedure. The availability, sourcing, selection, eligibility, pricing, safety, and administration of any procedure, facility, anesthesia service, device, or implant are solely matters between Client, its licensed providers, and its patients.

SCHEDULE D – MEDICAL BILLING & REVENUE CYCLE MANAGEMENT TERMS

D.1 Application

This Schedule D applies to medical billing and revenue cycle management engagements – including claim preparation and submission, payment posting, denial management, accounts receivable follow-up, patient billing support, and related revenue cycle services – as identified in the applicable Stripe Order. Engagements governed by this Schedule D are not marketing or advertising engagements for purposes of Schedules A, B, or C, and those Schedules do not apply to them. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

D.2 Fees

- **Setup Fee.** A one-time onboarding fee as set forth in the applicable Order, due upon commencement of the engagement, covering implementation, system integration, payer setup, and transition. The Setup Fee is earned upon payment and is non-refundable.
- **Ongoing Service Fee.** As set forth in the applicable Order, which may be expressed as a percentage of Collections (as defined in Section D.8), a per-claim amount, a flat monthly amount, or a combination thereof, together with any monthly minimum stated in the Order. Ongoing Service Fees are invoiced on a periodic basis as described in Section D.8.
- **Accounts Receivable Recovery Fee.** Where the engagement includes recovery of aged or previously outstanding accounts receivable, a fee calculated as a percentage of amounts actually recovered, as set forth in the applicable Order. This fee applies only to amounts actually collected as a result of Service Provider's recovery efforts.
- **Advertising and Third-Party Costs.** Clearinghouse fees, practice management or billing software costs, and other third-party costs are the responsibility of Client unless expressly stated otherwise in the Order.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part.

D.3 Scope of Services

Service Provider provides, coordinates, and manages medical billing and revenue cycle services on behalf of Client, which may include, as specified in the applicable Order: preparation and electronic submission of claims based on documentation and coding information provided or approved by Client; payment and remittance posting; denial identification, rework, and appeal; accounts receivable follow-up; patient statement and balance support; and periodic reporting. Service Provider may perform these Services directly or through subcontractors in accordance with Section 18. Service Provider does not guarantee any particular level of collections, reimbursement, or payer outcome; payment determinations are made solely by payers.

D.4 Clinical Documentation and Coding Responsibility

Client and its providers are solely responsible for the accuracy, completeness, and truthfulness of all clinical documentation and for all clinical and coding determinations underlying the claims submitted, including without limitation the selection and accuracy of diagnosis and procedure codes (including CPT, ICD-10, and HCPCS codes), the determination of medical necessity, the sufficiency of supporting documentation, and compliance with all applicable coding, billing, and payer rules. Service Provider prepares and submits claims based on the documentation, codes, and information provided or approved by Client and its providers, and does not independently establish medical necessity, render clinical judgments, or determine the appropriate clinical coding of services. Client is the party responsible, as between the parties, for the accuracy and legal compliance of the claims submitted on its behalf, and shall review and approve coding and documentation practices as necessary to ensure such compliance. Nothing in the Services shifts to Service Provider the clinical, coding, or regulatory responsibility that rests with Client as the licensed and treating party.

D.5 Client Responsibilities

Client shall provide accurate, complete, and timely clinical documentation and coding information; provide and maintain Service Provider's access to Client's practice management, electronic health record, clearinghouse, and payer systems as necessary to perform the Services; maintain its own provider licensure, credentialing, and payer enrollment; respond promptly to requests for information or clarification; and comply with all laws, regulations, and payer requirements applicable to its practice. Delays or inaccuracies in Client-provided information may affect the timeliness and outcome of claims, for which Service Provider is not responsible.

D.6 Regulatory Responsibility; No Legal or Clinical Advice

Client is solely responsible for all clinical, medical, and regulatory aspects of its practice, including provider licensure and supervision, credentialing and payer enrollment, medical recordkeeping, and compliance with all laws and professional-board requirements applicable to Client. Service Provider is a billing and revenue cycle services provider only; it is not a healthcare provider, does not practice medicine, does not provide medical, coding-compliance, or legal advice, and does not guarantee compliance outcomes, audit results, or payment. Client is responsible for obtaining its own legal and compliance advice regarding its billing practices.

D.7 Health Information and Business Associate Agreement

The Services under this Schedule D inherently involve the creation, receipt, maintenance, or transmission of protected health information on behalf of Client. Accordingly, the parties shall execute Service Provider's Business Associate Agreement (the "BAA") as a condition of the engagement, and the BAA is incorporated into the applicable SOW by reference and controls as to protected health information. Where Service Provider performs the Services through a subcontractor that creates, receives, maintains, or transmits protected health information, Section 18 applies and Service Provider shall ensure the subcontractor is bound by obligations at least as restrictive as those under the BAA.

D.8 Collections, Fee Calculation, and Reporting

“Collections” means amounts actually received during the applicable billing period in respect of claims and patient balances for Client, regardless of the date of service or the date a claim was submitted, except to the extent the Order expressly provides otherwise. Where the Ongoing Service Fee is expressed as a percentage of Collections, it is calculated on Collections received during the period. Service Provider will report Collections and associated Service Fees to Client on a periodic basis, and Client may review the reconciliation on which the fee calculation is based. Refunds, chargebacks, recoupments, and payer takebacks occurring after a fee has been invoiced may be credited against a subsequent invoice.