

This Professional Consulting Agreement ("Agreement") is made and entered into as of June 16, 2025 ("Effective Date"), by and between:

Body Shapes Medical Management, LLC (BSMM, LLC) d/b/a ENNU, a LLC organized and existing under the laws of the Commonwealth of Kentucky, with its principal place of business located at 4211 Springhurst Blvd, Suite 201, Louisville, KY 40241, offering medical management to medical and aesthetic clinics in Kentucky, Indiana, and Ohio and various states via telehealth ("Client").

AND

IO APPS INC., an LLC organized and existing under the laws of the State of Florida, with its principal place of business located at 253 NE 2nd ST #3809, Miami, FL 33132, represented herein by Luis, its Founder ("Consultant").

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

ARTICLE 1. SCOPE OF SERVICES

1.1 General Advisory & Strategic Guidance. The Consultant agrees to provide high-level advisory and strategic guidance services to the Client ("Services"), focusing on the optimization and acceleration of the Client's technology infrastructure and marketing strategies to support business growth and address the current membership decline. This role is advisory and strategic, not directly operational or managerial in the Client's day-to-day medical practice.

1.2 Specific Areas of Guidance. The Services shall include, but not be limited to, guidance and recommendations concerning the following areas, as further detailed in potential future Statements of Work (SOWs):

a. **Technology Stack Optimization:** Advising on the optimization and full utilization of the Client's existing technology ecosystem, with particular emphasis on HubSpot as the central hub, including ensuring robust integration between HubSpot and other specialized tools such as AirCall, Intercom, Slack, Tableau, Grain, and automation platforms like n8n.

b. **AI Implementation & Automation:** Providing strategic insights and recommendations for the effective integration and deployment of AI agents and Large Language Models (LLMs) (e.g., OpenAI, Google Gemini) for enhanced content creation, personalized patient communication, and operational automation. This includes leveraging the Client's extensive historical patient data for predictive modeling and personalized insights.

c. **Marketing Automation & Digital Advertising:** Guiding the acceleration and refinement of marketing automation workflows within HubSpot, specifically for member recovery campaigns and new patient acquisition. This includes advising on targeted campaigns, remarketing strategies for Google Ads and Meta Ads, and optimizing conversion tracking.

d. **Patient Experience Enhancement:** Providing recommendations for improving the digital patient journey, including the acceleration of Intercom implementation for live chat, and strategic planning for a patient portal and enhanced telehealth solutions to differentiate against competitors.

e. **Data Analytics & Business Intelligence:** Advising on leveraging Client's data through Tableau for comprehensive analytics, executive dashboards, and predictive models to improve patient retention and lifetime value. This also includes the implementation of call analytics via Grain for actionable insights from patient communications.

f. **Team Productivity & Training:** Guiding the Client's internal team on effectively adopting new technologies and AI tools to enhance productivity and efficiency, aligning with a strategy of "team leverage vs. team expansion".

g. **Growth Initiatives:** Providing strategic input on scalable growth initiatives, including the development and streamlining of affiliate and influencer programs.

h. **Branding and Messaging:** Providing guidance on refining the overall brand message, mission statement, and essence of the Ennu brand. This includes advising on modernizing the brand, being more concise with messaging, and potentially revamping brand standards.

i. **Content Strategy:** Advising on the development of impactful content, including the creation of a solid 90-second explainer video for the website and for in-clinic use as a "preflight video" to highlight the full range of services and long-term benefits of membership.

j. **HubSpot Data & Workflow Refinement:** Advising on cleaning up custom fields and properties in HubSpot that are not being used or updated, ensuring proper data mapping from Open Dental (including drop-down fields). This also includes implementing scheduled reports for the executive and management teams via email and other communication channels.

k. **Communication Platform Optimization:** Providing recommendations for optimizing internal communication platforms, including evaluating a potential switch to Slack for its superior communication features.

l. **Lead Generation & Follow-Up:** Advising on improving lead generation processes, including the use of multiple lead magnets and optimizing contact timing (e.g., within the first five minutes). This involves using AI for initial Sales Development Representative (SDR) functions to greet and qualify leads before passing them to sales representatives.

m. **Online Community & Website:** Recommending the use of WordPress for the organization's website to enhance user experience and build an online community, with integration of various systems and plugins.

1.3 Nature of Services. The Services are consultative and advisory in nature. The Consultant shall provide recommendations, strategies, and technical guidance, but the ultimate decision-making, implementation, and execution responsibilities remain with the Client.

ARTICLE 2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis ("Term") until terminated by either party in accordance with the provisions of this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for any reason or no reason by providing the other party with fourteen (14) days' prior written notice.

2.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: a. Materially breaches any provision of this Agreement and fails to cure such breach within seven (7) days after receipt of written notice of the breach. b. Becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases to conduct business.

2.4 Effect of Termination. Upon the effective date of termination: a. The Client shall pay the Consultant for all Services properly rendered and expenses incurred up to the effective date of termination. b. All rights granted and obligations incurred under this Agreement shall cease, except for those provisions that expressly survive termination (e.g., Confidentiality, Intellectual Property, Limitation of Liability, Governing Law). c. The Consultant shall promptly return to the Client all Confidential Information and Client property in its possession or control.

ARTICLE 3. COMPENSATION

3.1 Fees. For the Services provided under this Agreement, the Client agrees to pay the Consultant a fixed fee of EIGHT THOUSAND UNITED STATES DOLLARS (\$8,000.00 USD) per month.

3.2 Payment Schedule. Payments shall be made twice monthly in arrears, with each payment totaling FOUR THOUSAND UNITED STATES DOLLARS (\$4,000.00 USD). Payments are due on the 15th day and the last

day of each calendar month for the services rendered. First Payment to be paid June 30th, 2025. Payments to be prorated at termination.

3.3 Expenses. Unless otherwise agreed upon in writing by both parties, the Consultant shall be responsible for all its own expenses incurred in connection with the performance of the Services.

ARTICLE 4. INDEPENDENT CONTRACTOR STATUS

4.1 Independent Contractor. The Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. The Consultant shall have no authority to bind or commit the Client in any way, nor shall the Client have any authority to bind or commit the Consultant in any way.

4.2 No Employee Benefits. The Consultant shall not be entitled to any employee benefits from the Client, including, but not limited to, health insurance, retirement plans, vacation pay, or sick leave. The Consultant is solely responsible for all taxes, including income and self-employment taxes, arising from the compensation paid under this Agreement.

ARTICLE 5. CONFIDENTIALITY, NO COMPETITION, NON-SOLICITATION AND DATA SECURITY

5.1 Confidential Information. "Confidential Information" means any and all non-public, proprietary, or confidential information of the Client, whether tangible or intangible, disclosed to the Consultant during the Term of this Agreement. This includes, but is not limited to, patient data (including Protected Health Information or PHI), business strategies, marketing plans, financial information, technology architecture, trade secrets, operational procedures, and employee information.

5.2 Obligations. The Consultant agrees to: a. Maintain all Confidential Information in strict confidence and use the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. b. Use Confidential Information solely for the purpose of providing the Services under this Agreement. c. Not disclose, disseminate, or otherwise make available Confidential Information to any third party without the Client's prior written consent. d. Implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Confidential Information, particularly PHI, in accordance with applicable laws, including the Health Information Portability and Accountability Act (HIPAA) and its implementing regulations.

5.3 HIPAA Compliance. Both parties acknowledge their respective obligations under HIPAA. The Consultant, as a business associate of the Client, agrees to comply with all applicable provisions of HIPAA, including entering into a separate Business Associate Agreement ("BAA") if and when PHI is exchanged or accessed for the Services. The Consultant shall promptly report any breach of security or unauthorized disclosure of PHI to the Client.

5.4 No Competition, No Solicitation. During the period of this Agreement and for a period of twelve (12) months after termination for any reason, Consultant agrees not to directly or indirectly (i) solicit or accept employment of any kind or employ any person who was employed or contracted by the Client during the period of the Agreement or (ii) call on, or take away from Client any other person or entity who or which was an employee, contractor of Client or (iii) perform work as a employee or Consultant for a competing, similarly situated company.

5.5 Return of Information. Upon termination or expiration of this Agreement, the Consultant shall immediately cease all use of Confidential Information and return or destroy all copies of Confidential Information in its possession or control, upon the Client's written request.

ARTICLE 6. INTELLECTUAL PROPERTY

6.1 Client Ownership. All work product, deliverables, reports, analyses, recommendations, strategies, designs, code, marketing materials, and any other intellectual property created or developed by the Consultant

specifically for the Client during the Term of this Agreement in connection with the Services ("Deliverables") shall be the sole and exclusive property of the Client upon creation. The Consultant hereby assigns and transfers to the Client all rights, title, and interest in and to all such Deliverables.

6.2 Consultant Tools. Notwithstanding Section 6.1, the Consultant retains all rights to its pre-existing intellectual property, tools, methodologies, and general knowledge that it uses to perform the Services, provided that such Consultant Tools do not incorporate any Confidential Information of the Client.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations. Each party represents and warrants that: a. It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation/formation. b. It has the full power and authority to enter into and perform its obligations under this Agreement. c. The execution and performance of this Agreement will not violate any other agreement to which it is a party.

7.2 Consultant's Representations. The Consultant represents and warrants that: a. The Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. b. It has the necessary expertise, resources, and personnel to perform the Services. c. The Deliverables will not infringe upon the intellectual property rights of any third party. d. All personnel assigned to perform the Services are competent and qualified.

ARTICLE 8. INDEMNIFICATION

8.1 Consultant Indemnification. The Consultant shall indemnify, defend, and hold harmless the Client and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: a. Any breach of its representations, warranties, or obligations under this Agreement. b. Any gross negligence or willful misconduct of the Consultant or its personnel. c. Any infringement or misappropriation of third-party intellectual property rights by the Deliverables (excluding any materials provided by the Client).

8.2 Client Indemnification. The Client shall indemnify, defend, and hold harmless the Consultant and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: a. Any breach of its representations, warranties, or obligations under this Agreement. b. Any gross negligence or willful misconduct of the Client or its personnel. c. Any third-party claims arising from the Client's business operations or medical services, except to the extent caused by the Consultant's breach of this Agreement.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT (OTHER THAN A VIOLATION OF PARAGRAPH 5.4) SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE), INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Liability. IN NO EVENT (OTHER THAN A VIOLATION OF PARAGRAPH 5.4) SHALL THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO THE CONSULTANT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

ARTICLE 10. FORCE MAJEURE

10.1 Definition. "Force Majeure Event" means an event beyond the reasonable control of a party, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, epidemics, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor, or materials.

10.2 Excuse from Performance. Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment obligations) to the extent that such delay or failure is caused by a Force Majeure Event. The affected party shall promptly notify the other party of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its impact.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Negotiation. The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through good faith negotiations between senior management of both parties within thirty (30) days of written notice of the dispute.

11.2 Mediation/Arbitration (Optional). If negotiations fail, the parties may agree to engage in non-binding mediation or, alternatively, binding arbitration in accordance with the rules of the American Arbitration Association, before pursuing litigation. The costs of mediation/arbitration (excluding attorneys' fees) shall be shared equally by the parties.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by confirmed facsimile or e-mail; (c) one (1) business day after being sent by nationally recognized overnight courier; or (d) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid, to the addresses set forth at the beginning of this Agreement, or to such other address as either party may designate in writing.

12.2 Assignment. Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida.

12.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

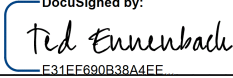
12.5 Waiver. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. A waiver by either party of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or condition.

12.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for all purposes.

12.7 Entire Agreement. This Agreement, including any attached exhibits or SOWs mutually agreed upon by the parties, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and discussions, whether oral or written, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

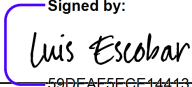
Body Shapes Medical Management, LLC

By:  E31EF690B38A4EE

Ted Ennenbach, CEO

Date: 6/18/2025

IO APPS INC.

By:  59DEAF5ECE14413...

Luis Escobar, Founder

Date: 6/21/2025