

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934  
Date of Report (Date of earliest event reported): May 23, 2024

**IMAC Holdings, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

001-38797  
(Commission  
File Number)

83-0784691  
(I.R.S. Employer  
Identification Number)

3401 Mallory Lane, Suite 100  
Franklin, Tennessee  
(Address of principal executive offices)

37067  
(Zip Code)

Registrant's telephone number, including area code: (844) 266-4622

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	BACK	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 23, 2024, Matthew C. Wallis, DC, notified the Board of Directors (the “Board”) of IMAC Holdings, Inc. (the “Company”) of his resignation as director, effective immediately. Also on May 23, 2024, Jeffrey S. Ervin notified the Board of his resignation as Chief Executive Officer and director, effective immediately. Neither Mr. Wallis’ nor Mr. Ervin’s resignation resulted from any disagreement with the Company’s operations, policies or practices.

Effective May 24, 2024, Mr. Ervin and the Company entered into a Consulting Agreement (the “Ervin Consulting Agreement”) pursuant to which Mr. Ervin will serve as an advisor to the Company to ensure a smooth management transition. The Ervin Consulting Agreement has a term of four months and provides for Mr. Ervin to receive compensation consisting of eight thousand dollars per month. The foregoing description of the Ervin Consulting Agreement is qualified in its entirety by reference thereto, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Upon Mr. Wallis’ and Mr. Ervin’s resignations from the Board, the size of the Board was reduced from five (5) to three (3) directors.

On May 23, 2024, the Company appointed Faith Zaslavsky as Chief Executive Officer of the Company, effective immediately. Ms. Zaslavsky, age 49, most recently served as Chief Executive Officer since June 2023, and President and Chief Operating Officer since December 2022, of Theralink Technologies, Inc. (OTC: THER). Prior to Theralink, Ms. Zaslavsky served as President of Oncology for Myriad Genetic Laboratories, (NASDAQ- MYGN). Her responsibilities included overseeing all commercial functions which include leading Medical Services, Medical Affairs, National and Enterprise Accounts and Sales and Marketing. She has spent 22 years leading and transforming teams, designing solutions for physicians to support care and advocating for patients facing a journey with cancer. She received a Business Administration degree from Washington State University. Ms. Zaslavsky also serves on the board of directors of the American Society of Breast Surgeons Foundation.

There are no family relationships between Ms. Zaslavsky and any director or officer of the Company, nor are there transactions in which Ms. Zaslavsky has an interest requiring disclosure under Item 404(a) of Regulation S-K.

A copy of the press release issued on May 24, 2024 announcing Mr. Wallis’ and Mr. Ervin’s resignations and Ms. Zaslavsky’s appointment as Chief Executive Officer is filed herewith as Exhibit 99.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Consulting Agreement dated as of May 24, 2024 between IMAC Holdings, Inc. and Jeffrey S. Ervin.</a>
99.1	<a href="#">Press release dated May 24, 2024.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 24, 2024

**IMAC HOLDINGS, INC.**

By: /s/ Sheri Gardzina

Name: Sheri Gardzina

Title: Chief Financial Officer

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May 24, 2024

Jeffrey S. Ervin

[address]

Dear Jeff,

This letter agreement (this “**Agreement**”) sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to IMAC Holdings, Inc., a Delaware corporation (the “**Company**”).

1. SERVICES.

1.1 The Company hereby engages you, and you hereby accept such engagement, as a consultant to provide certain services to the Company as an independent contractor on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Company the services set forth in Schedule 1 (the “**Services**”).

1.3 The Company does not and shall not control or direct the manner or means by which you perform the Services.

1.4 As set forth in Schedule 1, the Company shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

2. TERM. The term of this Agreement shall commence on June 1, 2024 and shall continue until September 30, 2024, unless earlier terminated in accordance with Section 9 (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between you and the Company (referred to collectively as the “**Parties**”).

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee of eight thousand dollars and no cents (\$8,000.00) (the “**Fees**”), payable on the dates set forth in Schedule 1. You acknowledge that you will receive an IRS Form 1099 from the Company, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

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3.2 You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses unless such travel or other costs or expenses are expressly at the request of the Company.

3.3 The Company shall pay all undisputed Fees promptly after the Company's receipt of an invoice submitted by you in accordance with the payment schedule set forth in Schedule 1.

#### 4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

#### 5. INTELLECTUAL PROPERTY RIGHTS.

5.1 All results and proceeds of the Services performed under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively the "**Work Product**"), and all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein, shall be owned exclusively by the Company. You acknowledge and agree that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the Company and all copyrights therein shall automatically and immediately vest in the Company. You hereby irrevocably assign to the Company and its successors and assigns, for no additional consideration, your entire right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof.

5.2 To the extent any copyrights are assigned under this Section 5, you hereby irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as “moral rights” in relation to all Work Product to which the assigned copyrights apply.

5.3 You shall make full and prompt written disclosure to the Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets. You shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Company. Any patent application for or application for registration of any Intellectual Property Rights in any Work Product that you may file during the Term or at any time thereafter will belong to the Company, and you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

5.4 Upon the request of the Company, during and after the Term, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.5 Notwithstanding Section 5.1, to the extent that any of your pre-existing materials are incorporated in or combined with any Work Product or otherwise necessary for the use or exploitation of any Work Product, you hereby grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. The Company may assign, transfer, and sublicense (through multiple tiers) such rights to others without your approval.

5.6 As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company (“**Company Materials**”), and all Intellectual Property Rights therein. You have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company’s trademarks, service marks, trade names, logos, symbols, or brand names.

5.7 You shall require each of your employees and contractors, if any, to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5 prior to such employee or contractor providing any Services under this Agreement.

## 6. CONFIDENTIALITY.

6.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company including without limitation trade secrets, technology, and information pertaining to business operations and strategies, customers, licenses, pricing, marketing, and finances, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through your breach of this Agreement;
- (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information;
- (c) has been independently developed by you, before or after execution of this Agreement, without violation or any rights that the Company may have with respect to such information, or
- (d) information that was already in your possession prior to its receipt from or in connection with your previous employment with the Company or the Services hereunder.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Company within ten (10) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company’s sole discretion.

7. REPRESENTATIONS AND WARRANTIES.

7.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all Work Product is and shall be your original work (except for material in the public domain or provided by the Company) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company hereby represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.



## 8. INDEMNIFICATION.

8.1 You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; or
- (b) your breach of any representation, warranty, or obligation under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

## 9. TERMINATION.

9.1 You or the Company may terminate this Agreement without cause upon thirty (30) days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

9.2 You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten (10) days after receipt of written notice of such breach.

9.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

- (a) deliver to the Company any deliverables described in Schedule 1 (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;
- (b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from your computer systems; and
- (d) certify in writing to the Company that you have complied with the requirements of this clause.

9.4 The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 7, Section 8, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15, and Section 16 shall survive the expiration or termination of this Agreement.

10. OTHER BUSINESS ACTIVITIES. You agree that you are not, and during the Term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Agreement, you shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company must notify you to cure the conflict within five (5) calendar days and if unresolved may terminate this Agreement after the notice period.

11. NON-SOLICITATION. You agree that during the Term of this Agreement and for a period of six (6) months following the termination or expiration of this Agreement, you shall not make any solicitation to employ the Company's personnel without written consent of the Company.

12. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

13. REMEDIES. In the event you breach or threaten to breach Section 6, Section 11, or Section 12 of this Agreement, you hereby acknowledge and agree that money damages would not afford an adequate remedy and that the Company shall be entitled to seek a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

#### 14. ARBITRATION.

14.1 Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration to the fullest extent allowed and enforceable under federal law. Arbitration shall be governed by the Federal Arbitration Act (FAA) and administered by JAMS and held in Nashville, Tennessee before a single arbitrator, in accordance with JAMS's rules, regulations, and requirements. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

14.2 Arbitration shall proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties.

15. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Tennessee, County of Davidson. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

16. MISCELLANEOUS.

16.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

16.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

16.3 This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

16.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.6 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

[Signature Page Follows]

IN WITNESS WHEREOF, you and the Company have duly executed and delivered this Agreement as of the day and year first above written.

**IMAC HOLDINGS, INC.**

Board of Directors

BY: /s/ Maurice Evans

Name: Maurice Evans

BY: /s/ Mike Pruitt

Name: Mike Pruitt

BY: /s/ Cary Sucoff

Name: Cary Sucoff

ACCEPTED AND AGREED:

**JEFFREY S. ERVIN**

BY: /s/ Jeff Ervin

Name: Jeff Ervin

Date: 5/23/2024

## SCHEDULE 1

1. SERVICES: Management consulting for optimizing value of the assets and performance; dedication to resolving outstanding commitments of IMAC Holdings; wind-down and closure of subsidiary companies; transition of shareholder obligations, communication, financial reporting and SEC requirements.

2. PAYMENT SCHEDULE: Prorata payment on payroll dates.

# IMAC HOLDINGS, INC.

## IMAC Holdings Announces Leadership Succession

*Faith Zaslavsky appointed as CEO to succeed Jeff Ervin*

**FRANKLIN, Tenn., May 24, 2024 (GLOBE NEWSWIRE)** — IMAC Holdings, Inc. (Nasdaq: BACK) (“IMAC”) today announced leadership transitions to the board of directors and executive team. Faith Zaslavsky has been appointed chief executive officer, succeeding Jeff Ervin, to lead newly acquired assets in the proteomics and precision medicine industry.

“I am excited and honored to join IMAC and continue the mission that Jeff and team created, which is focused on providing better outcomes for patients,” said Ms. Zaslavsky. “In the 23 years of working in the genomic space, I have never been more excited about a product and the brilliant and dynamic individuals who have worked hard to bring this cutting-edge technology to patients and providers. Our technology and the people behind it create a game changing advancement in precision medicine by providing physicians the ability to create a highly specific and personalized treatment plan for patients facing the cancer journey.”

Ms. Zaslavsky previously served as COO and CEO at Theralink Technologies. Prior to Theralink, Ms. Zaslavsky served as President of Oncology for Myriad Genetics. Her responsibilities have included overseeing all commercial functions which include leading Medical Services, Medical Affairs, National and Enterprise Accounts, and Sales and Marketing. She has spent 23 years leading and transforming teams, designing solutions for physicians to support care, and advocating for patients facing a journey with cancer. She also serves on the American Society of Breast Surgeons Foundation Board of Directors.

The RPPA technology acquired has proven through multiple clinical trials to be a superior indicator of the presence of key biomarkers associated with drug selection in Breast Cancer and other cancers. BACK is poised to continue the progress of this technology and establish RPPA as an essential test for all breast cancer patients and many other cancers and other conditions in the near future.

“IMAC has delivered innovative treatments for predictable and safe outcomes to patients since its inception, and I am excited that will continue in the oncology specialty for physicians seeking optimal care for patients with advanced breast cancer,” said Mr. Ervin. “Faith has a tremendous passion for patients and the experience to lead this exceptional technology into commercialization.”

The board of directors will consist of three independent board members effective today. The board accepted the resignation of BACK co-founders Dr. Matt Wallis and Mr. Ervin from the board. Mr. Ervin will serve as a transition consultant.

### **About IMAC Holdings, Inc.**

IMAC Holdings, Inc. is a clinical research and commercialization company. The Company is focused on innovative medical advancements and care in the oncology and neurological medical specialties. The Company’s technology, through its patented phosphoprotein and protein biomarker platform and lab developed tests (LDTs), targets multiple areas of oncology and drug development. Its LDTs are utilized by oncologists in the United States to assist in delivering a targeted treatment plan for their patients with advanced breast cancer. For more information visit [www.imacholdings.com](http://www.imacholdings.com).

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IMAC Investor Contact:  
sgardzina@imacholdings.com

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