



Proprietary Rights Agreement PWR!Moves® Instructor Certification

This Agreement between **NeuroFit Networks Inc.** (“NFN”), a 501(c)(3) non-profit corporation, dba Parkinson Wellness Recovery (“PWR!”), 3849 E. Broadway Blvd. #163, Tucson, AZ, 85716, and the undersigned sets out the rights and obligations of an individual (“Participant”) who participates in any PWR!Moves® Instructor Certification Workshop (“Workshop”).

Participant understands and agrees to the following as a condition of participation:

1. **NFN Intellectual Property.** NFN is the sole owner of all creative materials, regardless of format, including but not limited to, trademarks, trade dress, copyrights, trade secrets, non-copyrighted works, inventions, data, audio and video recordings, photos, charts, and drawings, that may be displayed, broadcast, presented, or otherwise distributed in performance of a Workshop, including, but not limited to all training materials and techniques employed in the conduct of the Workshop (hereinafter “NFN IP”).
2. **Three-year Limited License.** Upon successful completion of a Workshop, and subject to the sole judgment and discretion of NFN, Participant shall be granted a certification and a personal, non-transferrable, non-exclusive, three-year license as follows:
 - a. To use the NFN IP with patients in one-on-one or group exercise settings within the scope of Participant’s current practice, in accordance with all applicable professional licensure requirements;
 - b. To advertise such certification utilizing the PWR!Moves Certified Instructor badge logo in such form issued by NFN following the Workshop;
 - c. To utilize the registered trademark “PWR!Moves®” and other trademarks as shown in Schedule 1 attached hereto and made a part hereof to advertise, promote, and/or describe certified therapy services offered by Participant, in accordance with the “Using PWR!Moves Materials Guidelines” set forth by NFN in the Workshop Participant manual and distributed via email to Participant. These guidelines are subject to change at any time at NFN’s sole discretion.
 - d. Excluded is any other use, sharing, or distribution of NFN Intellectual Property without prior express written permission from NFN, including but not limited to, the distribution of Workshop materials, including the Workshop manual, in whole or in part, with or without the intent to train or certify other Instructors, fitness professionals, or others.
 - e. Participant shall only use the NFN IP as provided herein and in the Workshop manual as they may be amended from time to time and shall not use any other “PWR!” or “Power” formative trademarks or slogans for the above purposes.
 - f. Participant may only use those trademarks which correspond to Participant’s current training and certification for so long as such certification remains active in accordance with NFN standards and is not revoked by NFN for any reason in its sole discretion, including, but not limited to, violations of this Proprietary Rights Agreement or any associated guidelines for use of materials specified in the related Participant Manual for the relevant certification.
 - g. Under no circumstances may Participant provide services via DVDs or other recordings (via the web or otherwise) in any language without prior written authorization from NFN.
 - h. For avoidance of doubt, this Limited License does not include the right to print or reprint any NFN IP on merchandising items such as shirts, hats, key chains, headbands, workout clothing or mats, or otherwise and Participant agrees that all manufacture and distribution of such items for promotional purposes or otherwise is solely reserved to NFN. NFN may make such merchandise available to Participant for resale from time to time in accordance with its own marketing plans. Nor does this Limited License include the right to print or reprint or otherwise copy training materials or any book(s) associated with the specific Workshop, except as may be provided in the applicable Guidelines in the Workshop Manual issued to Participant on completion of certification and as may be revised from time to time by NFN.
 - i. The effective date of the Limited License granted shall be three years from the issuance of Participant’s certification in relation to each Workshop. If not revoked pursuant to 2. f. above by NFN in its sole discretion, the license will terminate at the end of such three year period unless renewed by NFN concurrent with the continued certification of Participant on a Workshop specific basis.
 - j. Upon termination of the Limited License, Participant shall immediately cease using all instructional and promotional materials in Participant’s possession containing any NFN IP and may be held

responsible for any misuse of such materials thereafter.

- k. Participant will be granted the option to renew certification and extend Limited License for another term (three years) by completing approved NFN programs, workshops, and trainings.
3. **No Recordings.** Participants may not make audio, video, or photographic records, including screen captures or recordings, at NFN Workshops, nor use, duplicate, disclose, or publish other information regarding Participants or volunteers with Parkinson disease.
 4. **No Implied Rights.** No rights or obligations other than those expressly recited herein are granted to Participant or may be implied by this Agreement. Participant shall not represent themselves as the agent, representative, or partner of NFN.
 5. **No Warranties.** Neither NFN, nor any person or organization acting on its behalf, makes any warranty or representation, express or implied, with respect to NFN programs, and their merchantability or fitness for any particular purpose; or assumes any liability whatsoever with respect to any use of such programs, or any portion thereof, as to their quality or the quality of the learning or teaching experience therein, or with respect to any damages that may result from such use.
 6. **Liability.** Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless imposed by law.
 7. **Confidentiality and Non-disclosure.** Participant shall keep confidential and not disclose to any third party NFN's proprietary methods of training, presentation, demonstration, processes, or practices, including allowing non-Participants to view any portion of a Workshop delivered virtually, nor shall Participant disclose or publish Personal Health Information (PHI) or other information regarding Participants or volunteers with Parkinson disease.

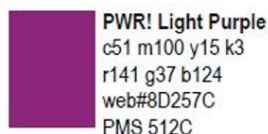
Signature
Name
Date

Schedule 1 – Neurofit Networks Trademarks – Limited License to Participants

PWR!Moves[®] *Full color versions will provide upon completion of the workshop.



The following trade dress colors:



Participant Cancellation

If a participant wishes to cancel their PWR!Moves® Workshop registration, they must contact the Workshops Office by email at workshops@pwr4life.org.

Upon receipt of the participant's cancellation request, registration fees will be refunded at the rates below. If any workshop materials have been shipped to participant prior to the cancellation request, a refund will be issued once such materials have been returned to PWR!.

At least 6 weeks prior to Day 1 of the workshop:	100%
At least 4 weeks prior to Day 1 of the workshop:	75%
At least 2 weeks prior to Day 1 of the workshop:	50%
At least 1 week prior to Day 1 of the workshop:	25%
Less than 1 week prior to Day 1 of the workshop:	0%

Participant Transfer Requests

We will do our best to honor participant transfer requests. Such requests must be submitted to the Workshops Office at least 4 weeks prior to Day 1 of the workshop the participant originally registered for and are subject to a \$100 transfer fee.

Participant Absence without Notice

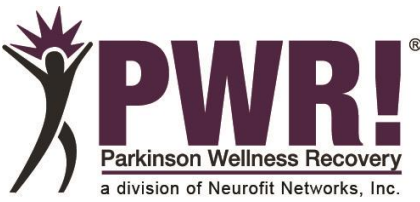
If a participant does not attend the workshop they have registered for, it will be considered a cancellation with less than 1-week prior notice.

Parkinson Wellness Recovery | PWR!® Cancellation

If extenuating circumstances dictate that PWR! must cancel a workshop, participants will be offered a complimentary transfer or a full refund of their registration fees. PWR! is not responsible for the refund of travel, hotel, or any other expenses under any circumstance.

Inability to complete workshop/Partial Attendance

PWR!Moves workshops hold a high accreditation standard and credibility with multiple state boards, the NCCA, and other credentialing entities. As such, we do not offer a completion certificate or certification for workshops that were not fully attended. If someone begins a workshop and is unable to attend it in its entirety, we will offer to reschedule that person to a future workshop date (with a \$100 transfer fee). However, the same full attendance expectation must be met to be certified by any rescheduled workshops.



Release & Hold Harmless Agreement – Virtual Participant

- 1. Requirements.** I understand that in order to participate in a PWR!Moves® Therapist Certification Workshop and/or PWR!Moves® Instructor Certification Workshop (“Workshops”), I must provide the following materials to NeuroFit Networks Inc., (“NFN”) dba Parkinson Wellness Recovery | PWR!:
 - a. This signed Release and Hold Harmless Agreement – Virtual Participant;
 - b. A signed Proprietary Rights Agreement;
 - c. A signed Live Virtual Workshops Policies Acknowledgement;
 - d. A signed Data Use, Privacy and Recording Policies Acknowledgement
- 2. Understanding of Risks.** I understand that I risk injury by engaging in physical exercise, and I acknowledge and understand that, even with diligent efforts by me or NFN to minimize risks, such risks remain. I hereby assume all responsibility for any and all risk of property damage or bodily injury that I may sustain while participating in such activities, including the use of equipment and facilities of any host facility where Workshops are conducted, if applicable. I have no known mental or physical condition that would impair my ability to fully participate.
- 3. Release.** I, for myself and my heirs, executors, administrators, and assigns, hereby release, waive, and discharge NFN from any and all claims, which I or my heirs, administrators, and assigns may ever have, against any of the above for, on account of, by reason of, or arising in connection with the Workshop or my participation therein, and hereby waive all such claims, demands, and causes of action. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted under applicable law, and that if any portion is held invalid, the balance shall continue in full legal force and effect.
- 4. No Warranties.** I understand that NFN makes no representations or warranties, express or implied, regarding the safety, utility, value, performance, or fitness for any particular purpose of Workshop content, PWR!Moves®, NFN intellectual property, nor that NFN intellectual property does not infringe any third-party rights.

MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ THIS WAIVER AND RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. Unless terminated in writing, this release shall be effective for one year from the date signed below.

Signature _____ Date _____

Name _____ Email _____

SAMPLE - DO NOT SIGN



Data Use, Privacy, and Recordings Policies

Personal Information

NeuroFit Networks Inc., a 501(c)(3) non-profit organization dba Parkinson Wellness Recovery (“NFN”), collects information from workshop participants during the workshop registration process. Any participant or volunteer personal information obtained through the planning and/or execution of the of the workshop(s) will be treated as confidential and will not be released or revealed to any third parties without prior consent.

How we use your information

By registering for a workshop, you hereby authorize NFN to utilize the information provided in a manner consistent with our general business purposes. Specifically, signature and/or registration constitutes explicit authorization permitting NFN to contact you in relation to (re)certification, new products or services, and/or other relevant information. You may unsubscribe at any time. Personal information provided may also be used for verifying attendance, issuing certificates of completion, and other continuing education recordkeeping and recording practices.

Zoom Recordings

NFN may record the workshop meeting in the Zoom application for record-keeping, quality assurance, and training purposes. Such recordings are and will remain the property of NFN. The recordings may be used for internal purposes only, including but not limited to verification of attendance, training workshop Faculty, and/or improving the general Workshop experience for participants. Such recordings will not be shared or used outside NFN or its agents and will be destroyed 2 (two) years after the date of recording.

I have read, understand, and agree to NFN’s policies above, and to the recording of the workshop for the purposes stated above.

SAMPLE - DO NOT SIGN

Signature Date

Name