



Proprietary Rights Agreement PWR!Moves® 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® 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 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 badge logo in such form issued by NFN following the Workshop;
 - c. To utilize the registered trademark "PWR!Moves®" and the "PWR!Moves®" badge logo to advertise, promote, and/or describe certified 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.

SAMPLE – DO NOT SIGN

Signature

Name

Date