

**THIS KINETIC BRIDGING® TECHNIQUE PROGRAM PARTICIPANT AGREEMENT** (“Agreement”) is entered into as of the Effective Date (as defined in Section 16 of this Agreement), by and between **Fully Fit Lifestyles, Inc. d/b/a Kinetic Konnections (“Fully Fit”)** an Illinois corporation, having a mailing address of 900 Skokie Boulevard #205, Northbrook, IL 60062 and registered participant (“Participant”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

### **Preliminary Statement**

Fully Fit has developed, and continually improves the development of techniques, materials, and programs relating to the Kinetic Bridging® Technique (the “Technique”).

Fully Fit provides individuals with the opportunity to become knowledgeable and a practitioner of the Technique through participation in Fully Fit’s Kinetic Bridging Courses (“Courses”).

The Courses consist of three levels-- Introduction, Basics and Applications-- presented in both online and in-person instruction.

Participant desires to participate in the Courses from Fully Fit and acknowledges that in doing so, Participant will be given access to certain Proprietary Information, as defined herein.

Fully Fit is willing to allow Participant to participate in the Courses, and to disclose to Participant such Proprietary Information, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Code of Conduct.** Participant agrees to abide by the following code of conduct (the “Code of Conduct”) at all times while participating in the Program and while providing services in relation to the Certification.

(a) The possession or consumption of alcoholic beverages or illegal drugs or misuse of prescribed drugs is prohibited.

(b) Participant will refrain from all forms of harassment and physical or mental abuse. This includes, but is not limited to, sexual, emotional, verbal, physical, racial and religious abuse.

(c) Participant shall not to engage in behavior that constitutes discrimination or harassment in any way, including, but not limited to, discrimination on the basis of race, color, national origin, sex, religion, age, disability, veteran status, citizenship of an individual, or any other class protected by law.

(d) Participant behavior shall be dependable, cooperative, supportive, and positive, and Participant shall interact in a pleasant manner with others, and will express him/herself in appropriate language.

(e) Participant shall not take any actions or make, directly or indirectly, any oral or written public statements, that are disparaging of, or are intended to disparage, discredit or injure, Fully Fit's reputation or goodwill.

(f) Participant shall make timely payments to Fully Fit of all Course fees and other charges assessed by Fully Fit with respect to the Courses.

**2. Waiver & Release.** Participant shall not be admitted to or otherwise permitted to participate in the Program until that Participant has Executed Fully Fit's Participant Waiver & Release, to be executed via Fully Fit's electronic scheduling system except as otherwise permitted by Fully Fit, the terms of which are incorporated herein by reference.

**3. Use and Protection of Proprietary Information.**

(a) For Purposes of this Agreement, "Proprietary Information" shall include all of Fully Fit's trade secrets as defined under Illinois law, as well as any other information or material that is not generally known to the public and that is related to the Technique or the Program, whether or not filed, perfected, registered, or recorded including, but not limited to: (i) all patents and applications for patents; (ii) all copyrights, copyright registrations, and copyright applications, copyrightable works, and all other corresponding rights; (iii) all trade dress and trade names, logos, Internet addresses and domain names, trademarks, and service marks and related registrations and applications, and all goodwill associated with any of the foregoing; (iv) all inventions, know-how, technology, trade secrets, confidential business information, research and development information, financial, marketing, and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller, and supplier lists and information, and other documentation, and other proprietary information of every kind. All of Fully Fit's rights with respect to "Fully Fit"; "Kinetic Konnections"; "Bridging"; "Kinetic Bridging"; and Fully Fit's "Certified Logo" shall be considered Proprietary Information for purposes of this Agreement.

(b) Unless provided otherwise in this Agreement, Participant: (i) shall hold the Proprietary Information in trust and confidence; (ii) shall not disclose, reveal, copy, make accessible or make available to any person or entity any Proprietary Information; (iii) shall only use the Proprietary Information for the limited purpose of assisting individuals who are the patients/clients of Participant as permitted herein and (iv) shall not use or exploit any such Proprietary Information for Participant's own benefit or any other person's or entity's benefit except as permitted herein.

(c) Participant acknowledges and agrees that all of the Proprietary Information shall remain the sole and exclusive property of Fully Fit free and clear of any and all claims of Participant, and Participant shall not hold himself or herself out in any manner as the owner or developer of any of the Proprietary Information.

(d) Except as specifically provided herein, Fully Fit is not providing Participant with any rights to use, or otherwise with respect to any Proprietary Information.

**4. Injunctive Relief.** Participant acknowledges that if Participant were to breach Sections 1 or 3 above, it would result in damage to Fully Fit that cannot be adequately compensated for by damages at law. Therefore, Fully Fit shall be entitled, if the Fully Fit so elects, to immediate injunctive relief or any other equitable relief to restrain Participant or anyone acting through Participant from any violation of this Agreement, in addition to any other remedies to which Fully Fit may be entitled under law, in any court of competent jurisdiction, with or without notice, and without bond. Participant hereby waives any right to object to such injunction without bond.

**5. Dismissal from Program;.** In the event that Fully Fit determines, in its sole discretion, that Participant has violated the terms of this Agreement, or upon Participant's failure to pay to Fully Fit any amount due hereunder, Fully Fit shall have the right to dismiss Participant from the Courses by providing Participant with written notice of such dismissal/revocation in accordance with Section 10, which notice shall be effective upon transmission.

**6. Limitation of Liability.** PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT FULLY FIT'S CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY LEGAL ACTION (WHETHER AT LAW OR AT EQUITY), PROCEEDING, CAUSE OF ACTION, NATURE OF CLAIM, AND/OR CLAIM FOR DAMAGES OR INDEMNIFICATION SHALL IN NO EVENT EXCEED THE TOTAL PROGRAM FEES PAID BY PARTICIPANT TO FULLY FIT PURSUANT TO THIS AGREEMENT. IN NO EVENT, AND UNDER NO LEGAL THEORY, TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE SHALL FULLY FIT, ANY PARENT, SUBSIDIARY, OR OTHER AFFILIATE OF FULLY FIT, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, ACCOUNTANTS, EMPLOYEES, INDEPENDENT CONTRACTORS, LICENSEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "FULLY FIT PARTIES") BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY LOST PROFITS, CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES, OR FOR ANY CLAIM OR DEMAND MADE BY ANY PARTY OTHER THAN PARTICIPANT. NO LEGAL ACTION ALLEGING A BREACH OF THIS AGREEMENT BY PARTICIPANT MAY BE COMMENCED MORE THAN ONE (1) YEAR FROM AND AFTER THE DATE OF OCCURRENCE OF ANY ACT CAUSING ANY SUCH ALLEGED BREACH. THIS LIMITATION SHALL APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY.

**7. INDEMNITY.** Participant shall indemnify, hold harmless, and defend Fully Fit and all Fully Fit Parties (collectively, "Indemnified Parties") from and against any and all claims, liabilities, damages, expenses (including, without limitation, attorneys' fees and other costs), and any other losses sustained by any Indemnified Parties that arise out of or result from: (a) Participant's exercise of its rights under this Agreement; (b) Participant's breach of this Agreement; (c) the inaccuracy of any representation or warranty or other information provided by Participant to Fully in this Agreement or the Application; or (d) any violation of law by Participant or its affiliates. Participant's indemnification obligations set forth in this Section 7 shall not in any way limit, reduce, or alter any of Participant's other obligations to Fully Fit, whether at law or under this Agreement, and shall not preclude Fully Fit from obtaining any other relief or damages from Participant, whether at law or in equity.

**8. GOVERNING LAW; VENUE AND JURISDICTION.** This agreement shall be governed and construed in accordance with the internal laws of the state of Illinois applicable to contracts made and wholly performed within such state, without regard to any applicable conflicts of law principles. The Parties agree that any suit, action or proceeding brought by either party to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions

contemplated hereby shall be brought in any federal or state court located in Cook County, Illinois and irrevocably submits to the jurisdiction of any such court.

**9. ATTORNEYS' FEES.** Fully Fit shall be entitled to recover from Participant Fully Fit's costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by it if it prevails in any dispute arising out of this Agreement.

**10. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be delivered, personally, by email at either Party's last known email address, or sent by first class mail, certified, return receipt requested, postage prepaid, or by overnight courier service, to the address provided in the preamble hereto or to such other address as the party to receive any such communication or notice may have designated by notice to the other party.

**11. No Joint Venture.** Nothing in this Agreement is intended to, nor should be construed to, create a partnership, agency, joint venture, or employment relationship between Fully Fit and Participant. Participant is not an agent of Fully Fit.

**12. Assignability.** Neither this Agreement nor any of Participant's rights or obligations hereunder shall be assignable by Participant, in whole or in part. Fully Fit may assign this Agreement, in whole or in part, without limitation or restriction. This Agreement shall inure to the benefit of Fully Fit, its successors, assignees, licensees and grantees and associated, affiliated and subsidiary companies.

**13. Entire Agreement.** This Agreement constitutes the entire agreement among Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral and written, by or among the Parties with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by Parties.

**14. Severability.** In the event that any provision or portion of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

**15. 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 document.

**16. Effective Date.** The Effective Date of this Agreement shall be the date that Participant executes an electronic version of this Agreement via Fully Fit's electronic system, accept as otherwise agreed to in writing by Fully Fit.

**17. No Waiver.** The failure of either Party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be waiver of such provision or term, nor the right of any Party thereafter to enforce such term or provision.

**18. Headings.** The headings in this Agreement are for convenience of reference only and will not be considered as part of this Agreement nor limit or otherwise effect the interpretation of this Agreement.

I have had sufficient time to read this entire Agreement and, at my option, consult with legal counsel prior to signing. **I have read and understood this Agreement and I agree to be bound by its terms.**

**Name**

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**Date**

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