

# Professional Integrity Agreement

This agreement is by and between GRT Solutions, Inc., a California Corporation having an address at 425 North Gardner Street, Los Angeles, CA 90036 ("GRT") and the seminar participant listed below ("Participant"):

Seminar Participant

(Name) \_\_\_\_\_ Degree \_\_\_\_\_,

Whose address is \_\_\_\_\_.

Telephone: (\_\_\_\_\_) \_\_\_\_\_

The parties acknowledge and agree as follows:

Technical Information provided by GRT to Participant, including technical and clinical/procedural information provided by Dr. George Gonzalez, D.C. ("Confidential Information") is the proprietary and confidential property of GRT including but not limited to technical information concerning the Gonzalez Rehabilitation technique™, GRT™, Neurological Restoration, Myotome evaluation and restoration, Gonzalez – Point of Interruption™, Multi-Task Testing™, Muscle lengthening with laser™, and Cranial Nerve Inhibition Testing™, Proprioception Reset Technique™, ERACE™ and QUANTUM NEUROLOGY™ as well as the items of information listed in Appendix A hereto. The foregoing terms are registered or unregistered trademarks of GRT and/or Dr. George Gonzalez, D.C. which reserve all rights thereto. Confidential Information is protected by applicable state, national and international intellectual property laws.

Participant must disclose, at the time of signing this contract, and in writing below, any associations, affiliations of Participant, personal or professional, that could be viewed as a competitive entities, and/or may present a conflict of interest for Participant; such as Participant's affiliation with any Laser, LED and/or therapeutic device manufacturers, distributors and/or professional organizations.

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Association \_\_\_\_\_

Agreement for Practitioner and/or Associate(s)

Participant understands and agrees that:

1. The information provided in this seminar is solely for Participant's professional practice and personal development.
2. Participant agrees not disclose or teach under any circumstances any Confidential Information concerning the respective techniques of GRT and/or Dr. George Gonzalez, D.C. in any way other than that necessary to disclose to a patient in the normal course of doctor/patient relationship for the purposes of informed consent.
3. The information provided to Participant, including any written materials, photographic, audio, video or other recording is licensed to Participant and may not be copied, sold, displayed, modified, or reproduced for any purpose or in any manner without the express written consent of GRT.
4. GRT reserves the right to require any attendee to leave the seminar at any time and for any reason. Any attendee so requested to leave shall not be entitled to take any of the course materials with him/her and shall be reimbursed a pro rata share of their seminar fees.
5. For the purpose of participating in hand-on workshops and demonstrations, Participant shall inform the seminar moderator of any injury or disability that they have that could limit

# Professional Integrity Agreement

Participant's ability to participate without risk of injury. Participant may elect not to participate in hands-on activities, however, if Participant elects to participate in any hands-on activities Participant agrees to assume all risk associated with the possibility of injury or death from such participation.

6. Participant hereby grants permission for any photographic, video and/or audio recordings of Participant to be used by GRT, for educational, promotional and/or demonstration purposes, without remuneration to Participant. Participant hereby waives any rights of attribution, integrity or other rights limiting the ability of GRT to edit, produce or otherwise distribute such recordings.
7. Participant may not make any photographic, audio, video or other recordings of any Confidential Information, including but not limited to seminar presentations by Dr. George Gonzalez, D.C. without the prior written consent of GRT.
8. Participant not to perform any therapy or treatment outside the scope of Participant's professional license and agrees to follow all recommendations and caveats taught in the seminar.
9. Participant agrees not to conduct any research project incorporating or utilizing Confidential Information. Participant further agrees not to publish, or assist others in publishing any data derived from use of Confidential Information.
10. Participant hereby avows that s/he is a licensed health professional, or if not that s/he is sponsored by a licensed health professional and practices directly under the license of the sponsor such that the licensed practitioner is directly responsible for the actions of the Participant. Participant agrees to refrain from practicing the techniques taught by Dr. George Gonzalez, D.C. and/or using Confidential Information for any purpose, if and when for any reason Participant is not protected by a professional license and insurance.
11. GRT hereby grants to Participant a non-exclusive royalty-free license to use the trademarks and service marks associated with each seminar Participant attends ("Marks") upon successful completion of such seminar and for a period of 1 year thereafter, provided such use is in a descriptive sense (e.g. statements in advertising that Participant is trained in QUANTUM NEUROLOGY) and the Marks appear in a smaller font than Participant's own trade marks/trade names and the Marks appear together with the year Participant attended the applicable seminar. Upon termination of the license granted herein, Participant shall within 30 days after termination cease all usage of the Marks. Participant shall not under any circumstances use any of the Marks as Participant's business or trade name.
12. Participant agrees that in the event of a breach of the confidentiality or trademark license provisions of this Agreement by Participant, the damages suffered by GRT would be extremely difficult or impossible to measure. Participant agrees that in the event Participant breaches the confidentiality provisions of this agreement, in addition to all other remedies available to GRT, Participant will pay the sum of \$250,000 USD to GRT as liquidated damages.
13. The parties further agree that in the event of any breach or threatened breach of the confidentiality or trademark license provisions of this Agreement the damages suffered by GRT would be irreparable and difficult or impossible to ascertain. Accordingly, in the event of any breach or threatened breach of such provisions, in addition to all other remedies available, GRT shall be entitled to obtain preliminary and permanent injunctive relief, without the necessity of posting a bond.
14. Any term or provision of this agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement or affecting the validity or enforceability of any of the terms or provisions of this agreement in any other jurisdiction. If any provision of this agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.
15. The laws of the state of California shall apply to this agreement without resort to the conflicts of laws provisions thereof. In the event of any dispute arising out of this Agreement, Participant agrees to exclusive jurisdiction of the state or federal court in Los Angeles, California.

# Professional Integrity Agreement

In witness thereof, the parties, have executed this Agreement. This agreement may be executed in counterparts, all of which taken together shall constitute this Agreement, and is effective as of the latest date set forth below.

\_\_\_\_\_  
Participant / Recipient Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CAVPHXDB:1343779.4

# Professional Integrity Agreement

## APPENDIX A NON CONFIDENTIAL LIST OF CONFIDENTIAL INFORMATION

### Trade Secrets of GRT Solutions, Inc.

The Methods, Technique & Treatment Protocols of:

1. *Motor Rehabilitation*
2. *Sensory Rehabilitation*
3. *Visceral Rehabilitation*
4. *G-POI (Gonzalez Point of Interruption)*
5. *E.R.A.C.E (Erase Resisted Agonist/Antagonist Concentric Eccentric)*
6. *GAP (Gonzalez Anchor Point)*
7. *Super GAP*
8. *Allergy Desensitization*
9. *MELT – Muscle Elongation Technique*

CAVPHXDB:1343779.4