

## **BASIC SUMMARY OF MNRI TRAINEE AGREEMENT**

This summary is a simplified description of the terms of Sections 1 through 10 of the Trainee Agreement (“Agreement”), which we believe are the seminal Sections of the Agreement. In the event of a conflict between this summary and the Agreement, the Agreement controls. Each Trainee should read the Agreement in full and consult with his/her own legal counsel concerning any questions that they may have.

The general purpose of the Agreement is to address personal responsibility for individual actions, and to protect the Proprietary Information (as defined in the Preliminary Statement of the Agreement).

The terms that appear in quotes and in parenthesis in the Agreement are defined terms which control the meaning of those terms throughout the Agreement. Capitalized terms used in this Summary are terms that are defined in the Agreement.

Section 1 – provides that the Trainee is in attendance at the Activity voluntarily.

Section 2 – As some of the Activities require involvement at a physical level, the Institute must be assured that each Trainee is physically able to do so. In the event that Trainee suffers a medical emergency at an Activity that requires medical attention, Trainee consents to treatment by local responders or caregivers and the Trainee agrees to rely on his/her own medical insurance, or financial wherewithal, to pay for such treatment.

Section 3 – At some of the Activities, Trainee may, if Trainee so chooses, receive, and/or administer to others who voluntarily participate in, physical movement/therapy. Examples of such movements are listed in this Section. In the event that Trainee agrees to participate in such movements/therapy, Trainee acknowledges that he/she does so at his/her own risk.

Section 4 – outlines the type of conduct expected of Trainee while participating at an

Activity. In the event that Trainee elects to violate the Code of Conduct provided in this Section, Trainee acknowledges that he/she may be expelled from further participation at the Activity, without reimbursement for any paid Activity fees.

Section 5 – Trainee acknowledges that pictures, videos etc. (which are defined as “Media Matters”) may be taken by the Institute at an Activity. In such case, it is acknowledged that the Institute is the owner of such Media Matter, and may use such Media Matters in future advertisements etc. for the benefit of the Institute.

Section 6 – addresses the limited, permitted use of the Proprietary Information by the Trainee. The Trainee is allowed to use any of the Proprietary Information for the benefit of Trainee’s immediate special needs family members, or assisting those special needs individuals whom Trainee has participated in an Activity with, or, in the event that the Trainee is licensed or certified to do so, assisting Trainee’s patients/clients. Any other use of the Proprietary Information would be prohibited, and the Institute would have the right to take legal action to protect the integrity and ownership of the Proprietary Information from such misuse.

Sections 7 through 10 appear in all capitals, as they are important provisions and address the potential liability of Trainee for his/her individual actions in contravention of the terms of the Agreement.

Section 7 – provides that Trainee releases and holds harmless the Institute Parties (as defined in this Section) from all actions of the Trainee or medical services that may be administered to Trainee by third parties (refer to Sections 2 and 3), and, accordingly, Trainee would not bring legal action against the Institute Parties by reason of Trainee’s individual actions or those of third parties.

Section 8 – Trainee would be liable to indemnify the Institute Parties for liability incurred by the Institute Parties by reason of Trainee’s actions (e.g., misuse of the Proprietary Information), or any misrepresentation (e.g., misrepresenting Trainee’s physical condition).

Section 9 – provides that the law of the State of Florida governs the provisions of the Agreement. In the event that either the Trainee or the Institute were to seek legal action to enforce the provisions of the Agreement, such party would have to bring such action in one of the courts listed in this Section, each of which are located in the State of Florida.

Section 10 – due to the uncertainty of decisions made by juries, the Trainee acknowledges that any legal action would not include the right to a jury trial, and all actions would be subject to the decision of the presiding judicial authority.

Sections 11 through 16 should be self-explanatory.