

**Svetlana Masgutova Educational Institute  
for Neuro-Sensory-Motor and Reflex Integration, LLC**



**TRAINEE AGREEMENT**

**THIS TRAINEE AGREEMENT** (“Agreement”) is entered into as of the Effective Date (as defined in Section 16 of this Agreement), by and between **SVETLANA MASGUTOVA EDUCATIONAL INSTITUTE FOR NEURO-SENSORY MOTOR AND REFLEX INTEGRATION, LLC**, a Nevada limited liability company, having a mailing address of P.O. Box 1651, Melrose, Florida 32666 (the “Institute”), and \_\_\_\_\_, whose address and email is \_\_\_\_\_ (“Trainee”), each individually referred to as a “party” and collectively referred to as the “parties.”

**Preliminary Statement.** The Institute has developed, and continually improves the development of, materials, methods, and programs, relating to the restoration and maturation of primary movements, reflexes, coordination systems, and skills for optimal performance of natural mechanisms, developmental processes, brain functioning, and sensory-motor integration, for the benefit of special-needs individuals, which are used to give familial caregivers and professionals knowledge in, and safe tools for the use of, natural, genetic motor resources to facilitate successful neurosensorimotor development and joyful learning, to be used by family members of such special-needs individuals and professionals who have special-needs patients/clients (collectively, “Methods”). Trainee has requested to participate in programs, workshops, conferences, courses, and/or activities (singularly and collectively, an “Activity” or “Activities”) conducted by the Institute, in order for Trainee to learn the Methods in Trainee’s pursuit of designation as a “MNRI Core Specialist”. Trainee acknowledges that during the Activities, Trainee will be given and/or provided access to certain materials, manuals, workbooks, data, knowhow, trade secrets, and other confidential information relating to the Methods (collectively, and along with the Methods, are referred to herein as the “Proprietary Information”). The Institute is willing to train Trainee pursuant to a structured curriculum, and to disclose to Trainee certain Proprietary Information, pursuant to the terms and conditions set forth in this Agreement. Upon Trainee’s successful completion of training towards designation as a MNRI Core Specialist, Trainee will be provided a Certificate of Completion Diploma (the “Diploma”) from the Institute, with all of its rights of use as designated by the Institute. Trainee acknowledges having been provided a schedule/outline/curriculum from the Institute detailing the requirements necessary for achieving designation as a MNRI Core Specialist and receipt of a Diploma.

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:

Initials:

\_\_\_\_\_ [Trainee]

\_\_\_\_\_ [Institute]

**1. Voluntary Participation.** Trainee desires to participate in the Activities and engage in activities related thereto. Trainee freely and voluntarily, with full understanding of the terms of this Agreement, and without duress, executes this Agreement for the reliance and benefit of the Institute.

**2. Medical History; Medical Treatment; No Assistance.** Trainee represents and warrants that Trainee has no adverse physical condition that would prevent or inhibit Trainee's participation in any Activity. In the event that emergency medical treatment may be, or appears to be, necessary to be rendered to Trainee during any Activity, Trainee consents to such treatment by local responders or caregivers, if available. Trainee agrees to use Trainee's personal medical insurance as primary medical coverage, and accepts full financial responsibility if an accident or injury occurs to Trainee, during an Activity. Trainee understands and acknowledges that the Institute does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health or disability insurance in the event of injury, illness, death or property damage caused by or to Trainee.

**3. Assumption of Risk.** Trainee understands and acknowledges that participation in the Activities may include physical activities that could cause injury to Trainee, by reason of, but not limited to, the following activities: incorrect implementation of the Methods and associated therapies, including, but not limited to, neurostructural, neurotactile, audio-visual, facial, oro-facial, repatterning, art therapy and use of balance boards. Trainee consents to Trainee's participation in the Activities and acknowledges that Trainee fully understands that participation may expose Trainee to risk of injury, including injury resulting not only from Trainee's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or locations where the Activities are being conducted. Trainee expressly assumes all risks, both known and unknown, related to any injury, harm, property damage, death or loss arising from or related to participation in, or in connection with, an Activity.

**4. Code of Conduct.** Trainee agrees to abide by the following Code of Conduct:

(i) Trainee understands that the possession or consumption of alcoholic beverages or illegal drugs or misuse of prescribed drugs is prohibited during any Activity. Trainee understands that the purchase, possession, or consumption of alcoholic beverages after Activity hours must comply with state and federal law and must not affect Trainee's interactions with others. Trainee understands that Trainee's time away from the Activity is Trainee's personal choice. Trainee will maintain an atmosphere that is free from all forms of harassment and abuse at all Activities. This includes sexual, emotional, verbal, physical, racial and religious abuse. Trainee has the responsibility not to engage in behavior that constitutes discrimination or harassment in any way, including race, color, national origin, sex, religion, age, disability, or citizenship of an individual. The Institute shall not be responsible for loss, breakage, or theft of Trainee's personal items. Theft on Trainee's part will be grounds for expulsion from the activities.

Initials: _____ [Trainee] _____ [Institute]
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(ii) Trainee shall respect diversity, whether the differences are in physical characteristics or in perspectives. Trainee shall report instances of discrimination or harassment (directed at Trainee or at others) to an Institute representative at an Activity. Trainee understands that the expectation is that Trainee's behavior be dependable, cooperative, supportive, a good team member, positive, and that Trainee interact in a pleasant manner with others, and will express him/herself in appropriate language. Trainee understands that Trainee may ask for assistance with any aspect of the process that is difficult for Trainee.

(iii) Trainee will comply with this Code of Conduct and agrees that any violation may result in expulsion from the Activity at Trainee's own expense, and forfeiture of paid Activity fees.

(iv) Trainee understands that all such decisions by the Institute will be final.

**5. Media Release.** During an Activity, Trainee acknowledges that photographs, pictures, slides, movies, videos, or other media coverage (collectively, "Media Matters") may be taken to memorialize the Activity in whole or in part. Trainee agrees that Media Matters may involve Trainee, and Trainee consents to such Media Matters and the further and subsequent lawful use thereof, and Trainee grants and conveys unto the Institute all right, title and interest, including copyrights, in any and all Media Matters that are made or created, in whole or in part, of Trainee as part of Trainee's participation in or in connection with the Activities. The Institute and its licensees and/or assignees shall have the right to the use of Trainee's image and likeness captured in any Media Matter for the purpose of advertising, marketing, promoting, publicizing and exploiting any matter related to the Activities.

## **6. Use and Protection of Proprietary Information.**

(a) Unless provided otherwise in this Agreement, Trainee: (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 Trainee's immediate special needs family members, or assisting those special needs individuals whom Trainee has participated in an Activity with, or assisting special needs individuals who are the patients/clients of Trainee; (iv) shall not, without the prior written consent of the Institute, transmit, directly or indirectly, any Proprietary Information received hereunder or any portion thereof to any site outside the home/business address of Trainee stated in the preamble of this Agreement; and (v) shall not use or exploit any such Proprietary Information for Trainee's own benefit or any other person's or entity's benefit.

(b) Trainee acknowledges and agrees that all of the Proprietary Information shall remain the sole and exclusive property of the Institute, free and clear of any and all claims of Trainee.

(c) Except as specifically provided in, and limited by, subsection 6(a)(iii) hereinabove, no license to Trainee under any trademark, patent, copyright, or any other

Initials:

\_\_\_\_\_ [Trainee]

\_\_\_\_\_ [Institute]

intellectual property right, is either granted or implied by sharing Proprietary Information with Trainee.

(d) Trainee acknowledges that if Trainee were to breach the provisions of this Section 6, it would result in damage to the Institute that cannot be adequately compensated for by damages at law. Therefore, the Institute shall be entitled, if the Institute so elects, to immediate injunctive relief or any other equitable relief to restrain Trainee or anyone acting through Trainee from any violation of this Agreement, in addition to any other remedies to which the Institute may be entitled under law.

**7. RELEASE; HOLD HARMLESS.** TRAINEE RELEASES, WAIVES AND FOREVER DISCHARGES AND HOLDS HARMLESS THE INSTITUTE, ANY PARENT, SUBSIDIARY AND AFFILIATE COMPANY, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, ATTORNEYS, ACCOUNTANTS, EMPLOYEES, INDEPENDENT CONTRACTORS, LICENSEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INSTITUTE PARTIES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, FOR ANY MATTER, INCLUDING, WITHOUT LIMITATION, DEATH, INJURY, PROPERTY DAMAGE, OR LOSS ("CLAIMS"), WHICH HAS OR MAY ARISE FROM OR BE RELATED TO TRAINEE'S PARTICIPATION IN, OR IN CONNECTION WITH, ANY ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS THAT MAY ARISE FROM OR RELATE TO ANY FIRST-AID TREATMENT OR OTHER MEDICAL SERVICES RENDERED TO TRAINEE. TRAINEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT IRREVOCABLY AND FULLY DISCHARGES THE INSTITUTE FROM ANY AND ALL CLAIMS THAT TRAINEE HAD, HAS OR MAY HAVE AGAINST THE INSTITUTE RELATING TO ANY ACTIVITY. TRAINEE'S EXECUTION OF THIS AGREEMENT IS INTENDED TO BIND NOT ONLY TRAINEE AND BUT ALSO TRAINEE'S SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS. THE FOREGOING RELEASE AND HOLD HARMLESS SHALL NOT APPLY TO ANY LIABILITY, CLAIM, DEMAND AND/OR CAUSE OF ACTION INCURRED BY ANY PARTY BY REASON OF THE GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF ANY OF THE INSTITUTE PARTIES.

**8. INDEMNITY.** TRAINEE SHALL INDEMNIFY THE INSTITUTE PARTIES FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND ATTORNEYS' FEES ARISING FROM: (I) TRAINEE'S ACTIONS IN ANY ACTIVITY, (II) ANY NEGLIGENT OR INTENTIONAL ACTS BY TRAINEE, OR (III) ANY MISREPRESENTATION BY, OR BREACH BY TRAINEE OF, ANY WARRANTY, COVENANT OR AGREEMENT MADE BY TRAINEE HEREUNDER OR UNDER ANY OTHER AGREEMENT WITH THE INSTITUTE.

**9. GOVERNING LAW; VENUE AND JURISDICTION; ATTORNEY'S FEES.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN

Initials:

\_\_\_\_\_ [Trainee]

\_\_\_\_\_ [Institute]

ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED WITHIN SUCH STATE, WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAW PRINCIPLES. THE PARTIES HERETO 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 EITHER BRADFORD OR DUVAL COUNTY, FLORIDA, OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE, FLORIDA. EACH OF THE PARTIES HERETO SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND HEREBY IRREVOCABLY WAIVES THE BENEFIT OF JURISDICTION DERIVED FROM PRESENT OR FUTURE DOMICILE OR OTHERWISE IN SUCH ACTION OR PROCEEDING. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. IF IT SHALL BE NECESSARY FOR EITHER PARTY TO THIS AGREEMENT TO BRING SUIT TO ENFORCE ANY PROVISIONS HEREOF OR FOR DAMAGES ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT, THE SUBSTANTIALLY PREVAILING PARTY ON ANY ISSUE IN ANY SUCH LITIGATION AND ANY APPEALS THEREFROM SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, IN ADDITION TO ANY DAMAGES OR OTHER RELIEF GRANTED AS A RESULT OF SUCH LITIGATION, ALL COSTS AND EXPENSES OF SUCH LITIGATION AND A REASONABLE ATTORNEY'S FEE AS FIXED BY THE COURT. THE PARTIES HERETO LIMIT EACH OTHER'S RIGHT OF RECOVERY TO ACTUAL DAMAGES ONLY, WAIVING ANY RIGHT TO INDIRECT OR CONSEQUENTIAL DAMAGES, THE RECOVERY OF LOSS OF INCOME, AND PUNITIVE OR EXEMPLARY DAMAGES.

**10. WAIVER OF JURY TRIAL.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY OTHER DOCUMENT OR COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO, OR TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS

Initials:

\_\_\_\_\_ [Trainee]

\_\_\_\_\_ [Institute]

IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**11. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be delivered either personally 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. Any notices delivered personally shall become effective at the time of receipt by the person to whom they are given. Notices sent by certified mail, return receipt requested, or by overnight courier service shall become effective on the earlier of (i) the date on which they are accepted or rejected by the person to whom they are addressed, or (ii) three (3) business days after being deposited in the mails or delivered to the courier service.

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

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

**14. Severability.** Trainee understands and acknowledges that it is Trainee's intent that this Agreement shall be interpreted as broadly for the protection of the Institute as permitted by law. 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. Execution in Counterparts.** For the convenience of the parties, 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. Telefacsimile or email transmissions of any executed original and/or retransmission of any executed telefacsimile or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm telefacsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

**16. Effective Date.** The Effective Date of this Agreement shall be the date that this Agreement is accepted by the Institute, as evidenced by the date of the notary public below of the Institute's execution hereof.

Initials:

\_\_\_\_\_ [Trainee]

\_\_\_\_\_ [Institute]

IN WITNESS WHEREOF, the parties hereto have executed this Trainee Agreement effective as of the Effective Date.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

“Trainee”

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is (check one) \_\_\_\_ personally known to me or \_\_\_\_ has produced \_\_\_\_\_ (as identification) and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County Aforesaid  
My commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

*[Continued - Trainee Agreement signature page for  
Svetlana Masgutova Educational Institute For Neuro-Sensory Motor And Reflex Integration, LLC]*

**SVETLANA MASGUTOVA EDUCATION  
INSTITUTE FOR NEURO-SENSORY-  
MOTOR AND REFLEX INTEGRATION,  
LLC**

By: \_\_\_\_\_  
Print Name: Pamela Curlee  
Its: Co-Founder

“Institute”

STATE OF Florida  
COUNTY OF Bradford

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Pamela Curlee, as Co-Founder of **SVETLANA MASGUTOVA EDUCATION INSTITUTE FOR NEURO-SENSORY-MOTOR AND REFLEX INTEGRATION, LLC**, a Nevada limited liability company, on behalf of the company, who is personally known to) and did not take an oath.

\_\_\_\_\_  
Print Name: J. L. Martin  
Notary Public, State and County Aforesaid  
My commission expires:  
Commission No.