

CLINICIAN PRACTICE AGREEMENT

THIS CLINICIAN PRACTICE AGREEMENT (“**Agreement**”) is entered into effective as of the date set forth in the signature line below (“**Effective Date**”), by and between LSVT GLOBAL, Inc., an Arizona corporation, located at 3323 N. Campbell Ave., Suite 5, Tucson AZ 85719 (“**Company**” or “**LSVT**”); and _____ (“**Therapist**”) (Clinician Name) located at _____ (Clinician Address)

(referenced individually as a “**Party**” or collectively as the “**Parties**”).

RECITALS

WHEREAS, Company has made a substantial investment with respect to research and development of proprietary protocols, methods, processes and modalities for treatment of individuals with speech or movement disorders related to Parkinson’s disease and other neurological disorders and conditions, which treatment protocols are identified with more specificity below and include, among others, the LSVT LOUD and LSVT BIG treatment protocols that are used by speech-language clinicians and physical and occupational therapists pursuant to the terms of a license granted by Company (“**LSVT Methods**”);

WHEREAS, Company has maintained certain information and materials related to the LSVT Methods in confidence and has taken reasonable measures to protect such confidential information as trade secrets;

WHEREAS, Company has agreed to provide Therapist with instruction, education, teaching and training in connection with the LSVT Training and Certification Workshop and other proprietary programs (collectively, “**Training**”) during which Company will disclose to Therapist the LSVT Methods and other valuable confidential information, trade secrets and intellectual property;

WHEREAS, Company has agreed to grant to Therapist, during the term of this Agreement, a non-exclusive, non-transferrable, revocable, limited license to use Company’s confidential information and other proprietary intellectual property, including without limitation patents, trademarks, copyrights and trade secrets, subject to the terms and conditions of this Agreement;

WHEREAS, in return for such disclosure and license grant by Company, Therapist has agreed to abide by the terms and conditions of this Agreement, which among other things permits Therapist to use Company’s confidential information and intellectual property only during the term of this Agreement and only as expressly permitted herein, and Therapist expressly acknowledges and agrees that using any modified form of the LSVT Methods is expressly prohibited because doing so may cause harm to patients and may tarnish or dilute Company’s goodwill and reputation;

WHEREAS, Therapist has also agreed that following the termination of this Agreement, Therapist may not use or disclose any of Company’s confidential information or intellectual property for any purpose, which

restrictions survive and continue in full force and effect for a reasonable period of time following termination of this Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

All capitalized terms used in this Agreement shall have the defined meanings ascribed to them herein, and cognate terms have, respectively, corresponding meanings.

2. Certification and Training.

(a) Certification. Company will provide Training to Therapist with respect to the LSVT Methods. Upon Therapist's completion of any applicable training and certification workshops or other proprietary programs (collectively, "Workshops"), passage of any applicable tests, and payment of any applicable fees, Company shall provide written notice that Therapist has been certified by Company to provide In-Person Therapy Services and/or Online Therapy Services, as applicable (the "Certification"). As used in this Agreement "In-Person Therapy Services" means live, in-person clinical sessions with a single patient, and "Online Therapy Services" means live clinical sessions with a single patient conducted via video teleconference, the Internet or other technological means that enables audio and video communication.

(b) Renewal and Revocation. Therapist acknowledges and agrees that any Certification by Company shall automatically expire after two (2) years and that Therapist will be required to comply with the requirements published by Company in order to renew such Certification, which requirements may include, without limitation, completion of any required Renewal Certification Workshops, passage of any applicable tests, and payment of any applicable fees. Company may revoke Therapist's Certification at any time in Company's reasonable discretion by providing written notice thereof to Therapist.

(c) Training Materials. In connection with the Training, the Therapist will be provided with access to documents and materials that include Company Intellectual Property, including without limitation the Maximal Daily Exercises, BIG Walking, Functional Component Tasks or Hierarchies, LSVT LOUD, LSVT BIG, LSVT COMPANION, LSVT HYBRID, BIG FOR LIFE, LOUD FOR LIFE, the LSVT Training Workshop Binder, the LSVT Evaluation Packet Pre-Treatment, LSVT Training Patient Presentation, LSVT Training and Certification Workshop slides and videos, online Training materials, LSVT Homework Helper and other informational DVDs, data and databases and other manuals, guides, specifications, documents and tangible materials related to the LSVT Methods (collectively, "LSVT Materials").

3. License of Company Intellectual Property.

(a) Company Intellectual Property. As used in this Agreement, the term "Company Intellectual Property" means any and all intellectual property that is used or useful in the business of Company, including without limitation all of the following, together with all worldwide common law and statutory rights in, arising out of or associated therewith: (i) United States and foreign patents and patent applications, re-issues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part, including U.S. Patent Nos. 8,275,624 and 7,762,264 (collectively, "LSVT Patents"); (ii) registered and common law trademarks, service marks, trade names, fictitious business names, domain names, logos, slogans, trade dress, product names, protocol names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, and all registrations, applications and renewals related to the foregoing,

including without limitation LSVT COMPANION, LSVT HYBRID, BIG FOR LIFE, LOUD FOR LIFE, LSVT, LSVT LOUD and LSVT BIG (collectively, “**LSVT Trademarks**”); (iii) original works of authorship of any kind, whether or not published, and all copyrights, copyright registrations and copyright applications, and any renewals thereof, including without limitation any copyrights related to the LSVT Materials, (collectively, “**LSVT Copyrights**”); (iv) trade secrets, know-how, ideas, Inventions, LSVT Methods, and other protocols, methods, processes, modalities and Confidential Information; and (v) all other intellectual property rights, whether registered or unregistered and including all registrations and applications therefor, and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world; provided, however, that the “Company Intellectual Property” licensed pursuant to this Agreement does not include the LSVT Companion System or any related software, which must be separately licensed and purchased from Company.

(b) **License Grants.**

(i) **Therapy Services License.** During the Term and subject to the terms and conditions of this Agreement, including without limitation the certification and renewal requirements set forth in Section 2 and the license restrictions set forth in Section 3(c), Company hereby grants to Therapist a non-exclusive, non-transferrable, revocable, limited license, under Company Intellectual Property, for the sole purpose of providing patients with those services expressly prescribed in the LSVT Materials for In-Person Therapy Services and Online Therapy Services, as applicable (collectively, “**Therapy Services**”). Therapist acknowledges and agrees that the Certification for In-Person Therapy Services is separate and distinct from the Certification for Online Therapy Services, and that Certification for one type of Therapy Services does not constitute Certification for the other type of Therapy Services. All rights not expressly included in the foregoing license are expressly reserved.

(ii) **Trademark License.** During the Term of this Agreement and subject to the terms and conditions of this Agreement, including without limitation the license restrictions set forth in Section 3(c), Company hereby grants to Therapist a non-exclusive, non-transferrable, revocable, limited license, under the LSVT Trademarks, to use, reproduce, display, broadcast, and publish the LSVT Trademarks in connection with Therapy Services in such form and manner expressly approved by Company and in conformity with the Company’s Trademark Guidelines, available on the Company’s website, www.LSVTGLOBAL.com, which guidelines may be updated by Company from time to time, in Company’s absolute discretion. For avoidance of doubt, Therapist may create materials for use with the Therapy Services that bear the LSVT Trademarks, including without limitation brochures, pamphlets, web pages, business cards, and stationery (“**Approved Therapist Materials**”); provided, however, that Therapist shall submit samples of any such materials to Company for Company’s review and approval, which shall not be unreasonably withheld, before such materials are made available to any third party.

(c) **License Restrictions.** Therapist may not: (i) deliver the In-Person Therapy Services, or disclose any part of the In-Person Therapy Services, via any means other than during live, in-person clinical sessions, which prohibition includes, without limitation, delivery or disclosure of the In-Person Therapy Services or any part thereof via webcam, telephone, video conference, software program, online video or streaming, or via any alternative or other technical means, whether now known or hereafter devised, in place of, or in addition to, live clinical sessions, unless Therapist requests and obtains in each case, Company’s prior written consent, which may be withheld in Company’s absolute discretion; (ii) deliver the Online Therapy Services, or disclose any part of the Online Therapy Services via any means other than during one-on-one clinical sessions with a single patient, which prohibition includes, without limitation, posting any audio or video materials comprising Therapy Services on a website, disclosing the Online Therapy Services or any part thereof to more than one person at a time or to anyone other than a patient, or providing the Online Therapy Services except as expressly authorized by Company unless Therapist requests and obtains in each case, Company’s prior written consent, which may be withheld in

Company's absolute discretion; (iii) provide instruction, teaching or training to any other person using any Company Intellectual Property, which prohibition includes, without limitation, disclosing any Confidential Information related to the Therapy Services to anyone other than as expressly permitted in Section 4(d); (iv) photograph, video or audio record, or otherwise capture any audio or image of any Training, Workshops, LSVT Methods, LSVT Materials, or any Therapy Services, including without limitation by using video cameras, cellular telephones, tape recorders, or other technologies capable of capturing audio, video or images; (v) violate the Company's policy on reproduction or production of videos or other media, copy or reproduce any of the LSVT Materials or make any of the LSVT Materials accessible to any person except as expressly permitted pursuant to Section 4(d); (vi) modify, reverse engineer, or create any derivative works based on any Company Intellectual Property, or any part thereof, or use or disclose any modified form of any Company Intellectual Property, which prohibition includes, among other things, creating, disclosing or using any modified form of the LSVT Methods in connection with Therapist's provision of Therapy Services, unless Therapist requests and obtains, in each case, Company's prior written consent, which may be withheld in Company's absolute discretion; (vii) use the LSVT Trademarks or any part thereof, in any form, for any goods or services except as expressly permitted hereunder, which prohibition includes, without limitation, any use of LSVT COMPANION, LSVT HYBRID, BIG FOR LIFE, LOUD FOR LIFE, LSVT, LSVT LOUD or LSVT BIG on or in connection with information delivered via webcam, telephone, video conference, software program, online video or streaming, or via any alternative or other technical means, whether now known or hereafter devised anything, other than use on the Approved Therapist Materials and Approved Informational Materials; (viii) represent that the Company Intellectual Property, or any part thereof, is owned by Therapist or any third party; (ix) remove any proprietary notices, labels, marks or identifying information of any kind on the LSVT Materials or any other documents or materials that Company provides or makes available to Therapist; (x) use any Company Intellectual Property, or any part thereof, for any purpose other than in accordance with the terms and conditions of this Agreement; (xi) violate any law, statute, code, regulation, rule, ordinance, order, judgment or decree of any United States or foreign country, state, province, municipality, county or other government court, agency, instrumentality or jurisdiction, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulation promulgated thereunder, including 45 C.F.R. Parts 160 and 164, as amended or supplemented from time to time (collectively, "**Laws**").

4. **Confidentiality and Nondisclosure of Company Confidential Information.**

(a) **Access to Confidential Information.** Therapist acknowledges and agrees that Company is the owner of trade secrets and other confidential information, including, without limitation, the LSVT Methods; LSVT Materials; the LSVT Companion; business and marketing plans and other information regarding operation of Company; financial information, fee structure, compensation and other related information; data, databases, documents, files, electronically recorded information, books, papers, records, specifications, compilations of information and other related information; computer programs, software, spreadsheets, programming, software specifications, and other information and materials relating to computer software; equipment, computing systems, hardware, devices, apparatus, technology and systems integration and technical information; research and development information, trade secrets, know-how, methods, studies, and other Inventions; other information and materials disclosed in confidence to Therapist, directly or indirectly, either orally or in writing, by Company; and any derivative works, improvements or modifications to any of the foregoing, and any other information or materials created, in whole or in part, by using any of the foregoing (collectively, "**Confidential Information**"). Therapist acknowledges and agrees that information need not be labelled as "confidential" to qualify as Confidential Information.

(b) **Exclusions.** Confidential Information does not include information that Therapist can demonstrate: (a) is now or hereafter becomes, through no act or failure to act on the part of Therapist, generally known or widely available to the public; (b) was known by Therapist prior to receiving such information or materials from Company; or (c) is independently developed by Therapist without using, incorporating,

referencing, recreating or relying upon any of the Confidential Information. Notwithstanding the foregoing, Therapist acknowledges and agrees that Company's compilation of information, as disclosed to Therapist, constitutes Confidential Information under this Agreement even though portions of such information may be individually disclosed or found in the public domain. Without limiting the generality of the foregoing, Therapist understands and agrees that Company's standardized protocols, including without limitation the Maximal Daily Exercises, BIG Walking, Functional Component Tasks or Hierarchies, LSVT COMPANION, LSVT HYBRID, BIG FOR LIFE, LOUD FOR LIFE, LSVT BIG and LSVT LOUD, constitute Confidential Information even though portions of such protocols may be disclosed by Therapist as expressly permitted in Section 4(d) and used by Therapist in connection with the Therapy Services provided to patients in accordance with the terms of the license granted in Section 3(b)(i).

(c) **Nondisclosure and Nonuse of Confidential Information.** During the Term of this Agreement, Therapist will have access to and be provided with Confidential Information. Therapist represents, warrants and agrees that: (i) Therapist will not use any Confidential Information during the Term of this Agreement, except as otherwise expressly permitted by the license granted in Section 3(b)(i) of this Agreement; (ii) Therapist will not use any Confidential Information for any purpose following the termination of this Agreement, except only to the extent necessary to determine the scope of Therapy Services that were previously provided to a patient during the Term of this Agreement; and (iii) except as otherwise expressly provided in Section 4(d), Therapist will not at any time, either during or after the Term of this Agreement, disclose or make available to any third party, any Confidential Information, unless Therapist requests and obtains, in each case, Company's prior written consent, which may be withheld in Company's absolute discretion. Without limiting the generality of the foregoing, Therapist may not post on the Internet or otherwise publicly disclose any videos or other materials related to the LSVT Methods that would enable or assist in the performance of any of LSVT's proprietary protocols or exercises, including without limitation the Maximal Daily Exercises, BIG Walking, Functional Component Tasks or Hierarchies, LSVT COMPANION, LSVT HYBRID, BIG FOR LIFE, LOUD FOR LIFE, LSVT LOUD and LSVT BIG. Therapist agrees to provide written notice to the Company immediately of any actual or suspected disclosure to or use by any third party of any Confidential Information of which Therapist gains knowledge while engaged by Company.

(d) **Permitted Disclosure.** Notwithstanding Section 4(c), during the Term of this Agreement, Therapist may disclose Approved Informational Materials to doctors, clinicians, medical professionals, researchers, patients and prospective patients only as expressly permitted in writing by Company. For purposes of this Agreement, "**Approved Informational Materials**" means any LSVT Materials that Company has expressly authorized in writing for disclosure pursuant to this Section, including LSVT LOUD and LSVT BIG marketing brochures that provide information about LSVT LOUD and LSVT BIG to individuals with Parkinson disease and other neurological conditions. Subject to the other restrictions set forth herein, Therapist may also disclose individual portions of Confidential Information (in addition to the Approved Informational Materials) to the extent that such disclosure is reasonably necessary to render the Therapy Services. In addition, Therapists employed as faculty and clinical supervisors of accredited higher education institutions providing formal (e.g., ASHA approved) degree programs related to speech or voice therapy and physical/occupational therapy may disclose Approved Informational Materials in connection with the Therapist's formal academic capacities. Approved Informational Materials may be copied and provided to such patients, prospective patients, or higher education students, as applicable; provided, however, that all such documents must bear the following copyright notice: "Copyright 2014 LSVT Global, Inc. All rights reserved." If the year of creation or first publication of the work, whichever is earlier, is prior to 2014, then Therapist must substitute the applicable year in the notice. Therapist may not create, use or disclose any modified version or derivative works of the Approved Informational Materials, nor may Therapist disclose any Approved Informational Materials or other Confidential Information to any third party except as expressly permitted by this Section.

5. **Ownership of Intellectual Property Rights.**

(a) **Invention Assignment.** Therapist agrees that all right, title, and interest in and to any and all original works of authorship, developments, concepts, improvements, designs, discoveries, inventions, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws (collectively referred to as “**Inventions**”), which Therapist may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Term of this Agreement shall be and are hereby assigned to the Company or its designee, except for any Inventions which: (1) Therapist developed entirely on its own time without using the Company’s equipment, supplies, facilities, or Confidential Information; (2) are unrelated to the Company’s business; and (3) do not result from any Therapy Services performed pursuant to this Agreement.

(b) **Ownership of Company Intellectual Property.** Therapist acknowledges and agrees that, as between Therapist and Company, Company shall be the sole owner of all Company Intellectual Property, including without limitation all LSVT Patents, LSVT Trademarks, LSVT Copyrights, Confidential Information, Inventions, LSVT Methods, LSVT Materials and any derivative works, improvements or modifications to any of the foregoing, and all intellectual property rights related thereto. This Agreement grants a license only and transfers to Therapist no ownership interest in any Company Intellectual Property. Therapist shall not take any action to jeopardize, limit or interfere in any manner with Company’s ownership of and rights with respect to the Company Intellectual Property. Therapist acknowledges that all goodwill arising out of the use of the LSVT Trademarks will inure to the exclusive benefit of the Company. All rights, other than the license rights expressly granted in Section 3(b), are reserved.

6. **Disclaimer.**

(a) **No Warranty.** Company makes no warranty with respect to the Company Intellectual Property, which is provided “as is” and with all faults. Therapist acknowledges and agrees that Company does not have control over Therapist’s provision of Therapy Services or use of Company Intellectual Property, and Company does not warrant the results that may be obtained through the Therapy Services or through use of Company Intellectual Property. Without limiting the generality of the foregoing, Therapist acknowledges and agrees that it is solely responsible for evaluating and treating Therapist’s patients and that Company will have no involvement or responsibility with respect to Therapist’s delivery of Therapy Services. Therapist assumes all risks and responsibility for its provision of Therapy Services and use of Company Intellectual Property. To the fullest extent permitted by law, Company makes and Therapist receives no representations or warranties of any kind, whether express, implied, statutory or allegedly extended in any communication with Therapist. The Company Intellectual Property is intended to be used by trained professionals only and is not a substitute for professional judgment. Therapist acknowledges and agrees that Company cannot anticipate every medical circumstance or condition of an individual patient, and Therapist agrees that it shall notify each patient to that effect.

(b) **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Company be liable for any damages, including lost profits, incidental, consequential, indirect or punitive damages arising out of or relating to this Agreement, the Therapy Services or use of the Company Intellectual Property, however caused, and on any theory of liability, whether in contract, tort, indemnity or otherwise. This limitation will apply even if Company has been advised of the possibility of such damage.

7. **Indemnification.**

Therapist agrees to indemnify, defend and hold harmless the Company from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation interest, penalties, attorneys’ fees and costs, that the Company may incur or suffer as a result of or

related to any intentional acts, omissions, negligence, wilful misconduct and any breach or alleged breach or failure to perform any of the representations, warranties or obligations in this Agreement, including without limitation any allegations related to the Therapy Services provided by Therapist.

8. **Term and Termination.**

(a) **Term.** This Agreement shall begin on the Effective Date and continue in effect until terminated by either Party pursuant to Section 8(b) (the "**Term**").

(b) **Termination.** Notwithstanding the foregoing, this Agreement may be terminated: (i) by mutual written agreement of the Parties; (ii) by either Party, at any time, by providing the other Party with written notice of termination, which termination shall become effective thirty (30) days after the date of such notice; (iii) by either Party if the other Party breaches this Agreement and fails to cure such breach within five (5) days after the date of notice specifying such breach; (iv) automatically if there is instituted by or against the other Party proceedings in bankruptcy or under insolvency Laws or receivership or dissolution, or if the other Party makes an assignment for the benefit of creditors or admits insolvency or becomes insolvent, in which case termination shall be effective upon such Party's receipt of the termination notice; (v) automatically upon Therapist's loss of Certification through expiration or revocation, violation of any Law or breach of the license restrictions set forth in Section 3(c), in which case termination shall be effective immediately (in each case, the effective date of termination shall be referred to herein as the "**Termination Date**"). Upon any termination of this Agreement, the licenses granted in Section 3(b) shall automatically and immediately terminate.

(c) **Survival.** Upon any termination of this Agreement, Sections 3(c), 4(c) and 5 through and 11 shall survive and remain in full force and effect. Without limiting the generality of the foregoing, upon any termination of this Agreement, Therapist may not disclose any of Company's Confidential Information, or create, disclose or use any derivative works or modified form of the Confidential Information, including without limitation the LSVT Methods, LSVT Materials and other Company Intellectual Property.

9. **Injunctive Relief for Breach of Agreement.**

Therapist acknowledges and agrees that Therapist's failure to perform any of Therapist's covenants in Sections 3(c), 4(c), 8(c) and 10 would cause irreparable injury to Company and cause damages to Company that would be difficult or impossible to ascertain or quantify. Accordingly, without limiting any remedies that may be available with respect to any breach of this Agreement, Therapist consents to the entry of an injunction to restrain any breach of Sections 3(c), 4(c), 8(c) and 10, without any necessity to post any bond or provide any security in connection therewith.

10. **Dispute Resolution.**

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, which mediation shall be scheduled within 30 days of any request to mediate by either Party. If the Parties do not resolve the dispute within 45 days of any such request to mediate, any dispute arising from or relating to this Agreement or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of any mediation or arbitration shall be Tucson, Arizona. If the Parties do not agree to an arbitrator within 10 days following the initiation of arbitration by either Party, each Party shall submit the name of an arbitrator affiliated with the American Arbitration Association offices in Tucson, Arizona, and the two named arbitrators shall appoint another arbitrator who shall solely preside over the arbitration proceeding. Either Party may apply to the arbitrator seeking

injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court in Tucson, Arizona having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Consistent with the expedited nature of arbitration, each Party will, upon the written request of the other Party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. All discovery shall be completed within 60 days following the appointment of the arbitrator. At the request of a Party, the arbitrator shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per Party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. The prevailing Party shall be entitled to an award of reasonable costs and fees, which shall include, without limitation, all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as transcription, reporting, copying and telephone, court costs, expert and percipient witness fees, and attorneys' fees.

11. **General**

(a) **Notices.** All notices, requests, demands, claims and other communications hereunder (collectively, "**Notices**") must be in writing. Any Notice will be duly given if (and be deemed received two (2) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Parties as provided in this Agreement.

(b) **Relationship of the Parties.** Therapist is solely responsible for the manner and hours in which Therapy Services are performed. Therapist is solely responsible for all taxes, withholdings and other statutory, regulatory or contractual obligations of any sort (including, without limitation, those relating to workers' compensation, disability insurance, Social Security, unemployment compensation coverage, the Fair Labor Standards Act, income taxes and compliance with other Laws), and is not entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs of Company. Nothing contained in this Agreement shall in any way be construed to create an agency relationship, partnership, employment relationship or joint venture between the Parties.

(c) **Choice of Law.** This Agreement, its application and interpretation, and all rights and obligations of the Parties hereunder shall be governed by and construed exclusively in accordance with the laws of the State of Arizona, excluding any choice of law rules which would apply the laws of another jurisdiction.

(d) **Assignment; Binding Effect.** Therapist may not assign this Agreement without Company's prior written consent, which may be withheld in Company's absolute discretion. This Agreement shall be freely assignable by Company. This Agreement shall binding upon and inure to the benefit of any permitted successor or assign of each Party.

(e) **Entire Agreement.** This Agreement represents the entire understanding between the Parties hereto with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof.

(f) **Severability.** Should one or more of the provisions of this Agreement become void or unenforceable as a matter of law, then this Agreement shall be construed as if such provision were not contained herein, and the remainder of this Agreement shall be in full force and effect.

(g) **No Waiver.** No waiver of any breach of any covenant or condition herein shall constitute a waiver of any subsequent breach.

(h) **Amendment.** No change or modification to this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.

(i) **Language.** This Agreement is prepared and executed in the English language only, and any translation into any other language shall have no effect.

(j) **Independent Counsel.** Therapist acknowledges that this Agreement has been prepared on behalf of the Company, by the Company's counsel. The Company's counsel does not represent, and is not acting on behalf of, Therapist. Therapist has been provided with an opportunity to consult with Therapist's own counsel with respect to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

By: _____
(Therapist Signature)

By: _____
LSVT GLOBAL, INC.

Name: _____

Name: _____

Date: _____