

## **NeuroModulation Technique Seminars Confidentiality Agreement for Protection of Intellectual Property**

This Agreement is by and between Leslie S. Feinberg, D.C. PC, doing business as NeuroModulation Technique Seminars, located at 633 East Main St., Hermiston, Oregon 97838

and \_\_\_\_\_ (“Recipient”)

whose address is:

Street address – \_\_\_\_\_

City/State/Zip – \_\_\_\_\_

The parties acknowledge and agree as follows:

1. Leslie S. Feinberg, D.C. PC has developed a system of treatment for health care based upon a proprietary method of accessing and assessing the autonomic control system of the patient through muscle response testing and verbal and/or non-verbal semantic questions and statements, and modulating the performance of that autonomic system with a combination of verbal and/or non-verbal corrective commands and statements. This processes is further augmented and reinforced by percussive or other stimulation of vertebral segments, specific breathing patterns, and other sensory stimuli.
2. The NMT method use based on generally recognized principles of neurophysiology, physiology, psychology, linguistics, and anatomy and constitutes a unique and proprietary system of health care protected by applicable laws of United States patent, copyright, and trademark laws.
3. NeuroModulation Technique Seminars, NeuroModulation Technique, and NMT are trademarks and the exclusive intellectual property of Leslie S. Feinberg D.C. PC.
4. All written, graphic, printed, and verbal content of NeuroModulation Technique seminars ( NMT) is the intellectual property of Leslie S. Feinberg D.C., PC. All materials are copyright protected under applicable copy write laws of the united states, and no portion of these materials may be reproduced in any form without express written permission of the owner.
5. Seminar participants agree that they have been granted a limited license to use NMT procedures in the treatment of patients in exchange for payment of NMT seminar tuition, and further agree that this license does not extend to the teaching or disclosure in whole or in part of this proprietary information to any party except in the normal course of the doctor/patient relationship. It is further agreed that such disclosure beyond this limitation constitutes an unauthorized use of this limited license and is a violation of this contract subject to remedy in a court of law.
6. In the event of a breach of disagreements the recipient agrees to pay Leslie S. Feinberg D.C. PC the sum of \$250,000.00 as liquidated damages. The laws of the state of Oregon, and Washington, DC shall apply to this Agreement and recipient

agrees to be subject to the jurisdictions of the state of Oregon, and Washington DC for such purpose.

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

Recipient: \_\_\_\_\_ NeuroModulation Technique Seminars

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Which seminar dates(s) and location is this Agreement for? \_\_\_\_\_