

Practice Management System 2.0 “Elite Program” Agreement

The terms of this Service Agreement (this “Agreement”) is entered into by and among *Decompression Pros*”, and _____, herein referred to as “Client.”

As a participant in Decompression Pros Practice Management System 2.0 “Elite” System, you will receive the following:

1. **Trainings Included:** (2) 1-hour Doctor Trainings on what to say during the Consultation to present Spinal Decompression most effectively. (2) 1-hour Comprehensive Clinic Team Training on running a Spinal Decompression Practice.
2. **Materials Included:** Includes all programs, customized brochures, research pieces, DVD’s, newspaper ads, press releases, business cards, marketing packets, forms, front desk scripts and trainings, protocol booklets, consultation materials and all materials the Decompression Pros has produced.

Terms and Conditions

- 1) **Confidentiality.** The Practice Management System 2.0 Elite Program materials you receive are confidential and proprietary and are the exclusive intellectual property of Decompression Pros. These materials are published works protected by copyright laws and no unauthorized copying, adaptation, distribution, or display is permitted. You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact. You agree not to use, disclose, or duplicate them, except within your company. Decompression Pros reserves the right to take legal action against any party distributing, disclosing, or reproducing any content provided to them by Decompression Pros without prior permission from Decompression Pros.
- 2) **Non-Compete** – Client and any of their representatives agree to not engage in any business substantially similar to the business of Decompression Pros or use Decompression Pros business or marketing methodologies to sell a similar consulting package. This provision does not preclude the Client from using these methodologies in Client’s clinic, but rather, from developing a similar program and consulting other doctors on these methodologies.
- 3) **Indemnification** – Client does hereby indemnify Decompression Pros and shall hold and save Decompression Pros harmless from and against all debts, claims, actions, or

causes of actions, losses, damages and attorney's fees, now existing, or that may hereafter arise from or grow out of client's past operation and ownership of their practice, either directly or indirectly, excepting for those liabilities being assumed by Decompression Pros hereunder, if any.

4) No Warranties

Pros. All practices are governed by their home states' Board of Examiners and these vary from state to state. Each physician, practice owner, or employee should review all material and make certain, by their sole authority, that the methods, systems, advertising and suggestions made by Decompression Pros are legal according to their governing regulation committees. Decompression Pros shall remain harmless to all rules and regulations enforced by improper representation of the systems sold.

Any material purchased, downloaded or otherwise accessed through the use of Decompression Pros is entirely obtained at the user's own risk and that the user will be entirely responsible for any resulting legal actions. In no way does Decompression Pros state that any methods, advertising campaigns, or training meet or exceed any state regulatory boards and regulations. Decompression Pros SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF Decompression Pros HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER.

The patient set up techniques, equipment recommended, nutritional protocols, and all protocols recommended for patient care have not been evaluated by the FDA nor any regulatory agencies and must be used at your own risk according to the contraindications and guidelines on the equipment.

5) Digitally Delivered Goods

By purchasing from our website, you understand that the items sold by Decompression Pros on this website are digitally delivered goods such as eBooks, PDFs, video, audio, or other informational products that are delivered digitally via the Internet. No physical product, item, or goods will be shipped to you.

Executed on and effective from the ____ day of _____, 20____.

Decompression Pros:

Signature: _____ Date: ____/____/____

Doctor:

Signature: _____ Date: ____/____/____

Financial Agreement

Goods/Services Purchased: Decompression Pros Practice Management System 2.0 Elite Package

I, (Physician's Name) _____, agree to the terms listed in this contract and agree to the paid amount of a \$3,900 for the Decompression Pros Practice Management System 2.0 Elite Package.

Name On Credit Card _____ Type (Visa/MC/Amex) _____

Credit Card# _____ Exp. _____ 3 digit Code on back _____

Address associated with card _____

City _____ State _____ Zip _____

Signature _____ Date ____/____/____

Printed Name _____

Please Fax the signed agreement to Decompression Pros at **(602) 391-2810**