



AGREEMENT

Signing this agreement (“Agreement”) and adhering to its terms is a condition to participating in the Functional Fascia Therapeutics course (the “Course”) offered by Myopain Seminars, LLC (“Myopain”) and Functional Fascia Therapeutics, LLC (“FFT”). By signing below and participating in the Course, you agree to the following:

1. Proprietary Rights

You acknowledge that all of the processes taught and the materials provided for the Course, and all other products and services provided under this Agreement (collectively, “Products & Services”) is proprietary to FFT. FFT retains all right, title and interest in all related copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights thereto. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Products & Services to you.

You agree, on behalf of yourself, your company, employees, agents and representatives (collectively “You” and in the possessive, “Your”) to only use the Products & Services in Your clinical practice for the limited purpose of treating Your patients. You agree that You will not use the Products & Services in any other setting or for any other purpose, including but not limited to conducting competing educational programs and seminars.

2. Purchase of Required Materials

The FSN Applicator (the “Applicator”) and the FSN Needles (the “Needles”) are used during the Course. An Applicator and Needles will be provided at no additional cost as part of the Course registration fee; these will be used for practice during the Course and must be returned upon Course completion. Additional Applicators and Needles may be purchased at www.myopainseminars.com. All Applicators and Needles are a part of the “Products & Services” defined in paragraph 1 above.

3. No Warranty for Services

THE SERVICES TO BE PURCHASED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4. Limited Warranty for Products

There is a limited warranty provided under this Agreement. The warranty only covers manufacturing defects for Applicators or Needles that are mailed back to Myopain within a period of SIX (6) MONTHS from the date of original purchase. This warranty excludes damage from abuse, accident, modifications, misuse, or other causes that are not defects in original manufacturing. If a defect arises during the warranty period, Myopain, at its option will (1) exchange the product with an equivalent product, or (2) refund the original purchase price. Liability for injuries or damage to third parties (whether arising under contract, tort, strict liability, breach of warranty or otherwise) is specifically disclaimed. In no event will Myopain and/or FFT be

liable for (a) loss or damage, which as of the product's purchase cannot be regarded as being caused by Myopain's and/or FFT's breach of these warranty terms, or (b) loss or damage caused by the user's fault.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION 4, MYOPAIN AND FFT MAKE NO REPRESENTATIONS AND GRANT NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. MYOPAIN AND FFT SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

5. Miscellaneous

This Agreement and any disputes hereunder shall be governed by the laws of the State of Maryland, without regard to its conflict of laws principles. Jurisdiction to enforce this Agreement shall reside in the state and federal courts of Montgomery County, Maryland. Notwithstanding the foregoing, in the exercise of Myopain's and/or FFT's remedies to enforce its rights in paragraph 1 herein, it may seek injunctive relief from any court of competent jurisdiction at any time.

If any term in paragraphs 4 or 5 is held to be illegal or unenforceable, it shall be severed from the remaining Agreement and the legality or enforceability of the remaining terms shall not be affected.

The limitations contained herein in paragraphs 4 and 5 are a basis of the bargain between the parties.

ACKNOWLEDGED, ACCEPTED AND AGREED BY:

Printed Name

Signature

Company Name

Date