

Agreement

This Agreement (“**Agreement**”) is made this _____, 2024 (the “**Effective Date**”) between _____ (“**Practitioner**”) and Advanced Chiropractic Equipment, LLC (“**Company**”), and Gregory Eugene Johnson (“**Johnson**”). Practitioner, Company, and Johnson are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

This Agreement sets forth the entire agreement of the Parties relating to its subject matter, supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter, and may only be amended with mutual written agreement of the Parties.

Definitions

“Brand Guidelines” shall mean the terms on Schedule 2.

“Chiropractic Table” shall mean ACR Ring Dinger Table

“Licensed Services” means the chiropractic services offered under the Licensed Marks and/or in connection with the Chiropractic Table.

“Licensed Marks” means the trademarks and service marks set forth on Schedule 1 whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

“Seminars” means the chiropractic seminars offered by the Company featuring Gregory Johnson, DC which teach how to perform the Ring Dinger.

“Territory” shall be worldwide.

Chiropractic Table and Seminar.

Chiropractic Table. The Parties hereby agree that Company shall sell one (1) of its Chiropractic Tables to Practitioner during the Term. The price of the Chiropractic Table shall be the price listed for the Chiropractic Table on advancedchiropracticequipmentllc.com at the time of the sale.

Seminar. Company shall provide a seminar teaching practitioner how to use Johnson BioPhysics adjustments safely and effectively to patients/public. The first seminar fee is \$2,000.00 for 3 days M-T-W. Any redo/retake seminar will cost \$1,000.00 for the 3 days M-T-W.

Trademark License.

In exchange for the Fees set forth in Section 5 and for such other consideration described herein, and subject to Practitioner’s compliance with its obligations under this Agreement, Company and Gregory Eugene Johnson (together, “**Licensors**”) hereby grant to Practitioner during the Term a non-exclusive, non-transferable (except as provided in Section 15), non-sublicensable license to use the Licensed Marks in connection with Licensed Services in the Territory in accordance with the Brand Guidelines. Licensors hereby reserve all rights not expressly granted to Practitioner under this Agreement.

Practitioner agrees that (a) all licensed use of the Licensed Marks shall inure to the benefit of the Licensors, and (b) it will assist Licensors in recording this Agreement with appropriate governmental authorities, if necessary, and pay any costs associated therewith. Practitioner agrees that nothing in this license shall give Practitioner any right, title, or interest in or to the Licensed Marks other than the right to use the Licensed Marks in accordance with this Agreement.

Practitioner agrees that the nature and quality of the Licensed Services shall conform to standards set by and shall be under the control of Licensor and shall be in conformity with the Brand Guidelines attached hereto as Schedule 2.

Practitioner agrees to cooperate with Licensors in facilitating Licensors’ control of such nature and quality, permit reasonable inspection of Practitioner’s operation, and supply Licensors with

specimens of use of the Licensed Marks upon request. Practitioner shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the use of the Chiropractic Table and sale, distribution, and advertising of the Licensed Services. Practitioner agrees to use the Licensed Marks only in the form and manner and with appropriate legends as approved by Licensors.

Practitioner agrees to notify Licensors of any unauthorized use of the Licensed Marks by others promptly as it comes to Practitioner's attention. Licensors shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Marks.

Unless sooner terminated as provided for herein, this License shall continue in full force and effect for so long as the Agreement shall be in full force and effect.

Upon termination or expiration of this Agreement, Practitioner agrees to cease and desist immediately from all use of the Licensed Marks or any confusingly similar mark.

Practitioner agrees to charge a minimum of \$100.00 for his/her fee schedule when delivering the Johnson Y-Axis Adjustment®, aka the Ring Dinger® adjustment, for all patients who qualify for the procedure. Practitioner agrees he/she will not discount this fee for any reason and will make it public on his/her website as the fee for the Ring Dinger® adjustment. This is a material term of this Agreement, and Practitioner agrees that any breach of this term is grounds for immediate termination and would entitle Licensors to damages including but not limited to attorney fees.

The Company may request documentation and/or an audit of the Practitioner's practice financial information regarding fees charged in accordance with this Section 3(a), and Practitioner agrees to promptly provide information in response to any such request.

License Fees and Expenses.

Fees. Practitioner shall pay Company \$495 per month (the "**Fees**") so long as this Agreement remains in effect. The first monthly payment of Fees shall be due on the Effective Date and each subsequent payment of Fees shall be due the first day of each month thereafter.

Payment Terms. Practitioner agrees to pay the Fees in accordance with this Agreement. If any amount owing by Practitioner to Company is 60 or more days overdue, Company may, without limiting its other rights and remedies, terminate or suspend this Agreement, including Practitioner's access to the Seminars and the license to use and display the Licensed Marks.

Term and Termination. The term of this Agreement shall commence on the Effective Date and continue for two years thereafter (the "Initial Term"). This Agreement will automatically renew for one additional year (the "Renewal Term"; the Initial Term and the Renewal Term will be referred to as the "Term"), unless otherwise terminated as provided herein. Company may terminate this Agreement at any time with or without cause effective upon sixty (60) days written notice to the Practitioner or may terminate immediately upon written notice if there is a material breach of this Agreement. After the Initial Term, Practitioner may terminate this Agreement with or without cause upon sixty (60) days written notice to the Company or may terminate immediately upon written notice of a material breach which is not cured within ten (10) days after receiving notice of said breach. The Termination of this Agreement shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Fees due for any month when this Agreement is in effect will not be pro-rated or reimbursed. Practitioner shall pay Company the full amount of Fees for any month in which this Agreement is in effect.

Intellectual Property.

Ownership of Preexisting IP. Licensor's pre-existing intellectual property shall remain their sole and exclusive property, respectively. Practitioner shall not, directly or indirectly: (i) create derivative works based on the Seminars, (ii) copy, give away, sublicense, distribute, transfer, sell, re-sell, or otherwise disclose any part or content of the Seminars except to the extent necessary in provision of the Licensed Services, (iii) reverse-engineer or copy or permit or help others to reverse-engineer or copy the Chiropractic Table, (iv) assist in anyway in building, designing, or developing a competitive version of the Chiropractic Table, (v) copy any features of the Chiropractic Table or Seminars or (vi) infringe Licensor's patents, trademarks, or other intellectual property.

Other Deliverables. Ownership of any other works created in whole or in part by Company and delivered to Practitioner pursuant to this Agreement, shall be owned exclusively by Company unless otherwise agreed by the Parties in writing.

Confidential Information.

As used in this Agreement, "**Confidential Information**" means all trade secrets, data, information about pricing, forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if (A) the disclosing Party has taken reasonable measures to keep such information confidential; and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. Confidential Information shall not include any information which (A) was publicly known prior to the time of disclosure by the disclosing Party, or becomes publicly known after disclosure by the disclosing Party through no action or inaction of the receiving Party in violation of this Agreement; (B) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party; (C) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (D) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, which in the case of Company shall include without limitation the Seminars.

The receiving Party will only use and disclose the disclosing Party's Confidential Information as reasonably necessary to deliver the Licensed Services. Any other use or disclosure to a third-party is prohibited unless expressly permitted in writing by the disclosing Party. The receiving Party agrees to hold the disclosing Party's Confidential Information in strict confidence and use reasonable measures to protect it as confidential. The receiving Party shall be permitted to disclose Confidential Information to third-parties only to the extent required by law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement and upon the request of the disclosing Party and the receiving Party cooperates in good faith and at the expense of the disclosing Party in any reasonable and lawful actions which the disclosing Party takes to resist such disclosure or limit the information to be disclosed.

Upon written request by the disclosing Party and upon Termination of this Agreement, the receiving Party will promptly return or destroy all of the disclosing Party's Confidential Information, provided that the receiving Party shall have the right, subject to the requirements of this Agreement, to retain disclosing Party's Confidential Information contained in the receiving

Party's (i) professional work papers and (ii) secure, archival computer back-up files maintained in the ordinary course of business. If so requested by the disclosing Party, the receiving Party shall promptly certify to the disclosing Party that all Confidential Information has been returned or destroyed in compliance with this paragraph.

Warranty.

Each party represents to the other that this is a valid and binding Agreement of the party and that nothing in it will place the party in breach of any other agreement. Each party also represents to the other that it will at all times comply with all applicable federal, state and local laws, rules, ordinances, regulations and codes. Each Party warrants and represents that it has the authority to execute, deliver and perform its obligations under this Agreement, having obtained all required Board of Directors' or other consents, and is duly organized or formed and validly existing and in good standing under the laws of the state of its incorporation or formation.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CHIROPRACTIC TABLE IS PROVIDED "AS IS" AND WITHOUT WARRANTY.

LIMITATIONS OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO PROVIDER FOR ANY INCIDENTAL, CONSEQUENTIAL, NOMINAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. COMPANY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT, INCLUDING ATTORNEYS' FEES, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE PROVIDER TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

Cooperation of Practitioner. Practitioner agrees to comply with all reasonable requests of Company and shall provide Company's personnel with access to all documents and facilities as may be reasonably necessary for the performance of this Agreement.

Non-Solicitation. During the term of this Agreement and for one year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any employee who works on the subject matter of the Agreement to leave the employ of the other Party. This Section 10 does not prohibit the Parties from responding to or hiring the other's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or

agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, pandemics, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. The party whose performance is impacted by such occurrence (the "Impacted Party") shall give notice within five (5) days of the occurrence to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such occurrence are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state.

Arbitration. Other than claims by Company to collect the Fees, any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Houston, Texas. The arbitration shall take place before a panel of one (1) arbitrator sitting in Houston, Texas. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Texas. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the Parties. Each Party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. Any claim shall be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration, and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this contract. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a Party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction in Houston, Texas if in its reasonable judgment such action is necessary to avoid irreparable harm. The arbitrator will make the initial determination as to whether any claim is subject to arbitration. Notwithstanding any language to the contrary in this Agreement, the parties hereby agree that any award issued by the arbitrator (the Underlying Award") may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal

pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. This section shall not apply to proceedings before administrative law tribunals (*e.g.*, inter partes review before the Patent Trial and Appeal Board).

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

Entire Agreement; Modification. This Agreement shall be the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change,

modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

Gregory Johnson, DC

Provider

By:

Date:
04/22/2024

Company

By:
Advanced Chiropractic Equipment LLC

Name:
Gregory E. Johnson, D.C.

Title:
Managing Member

Date:

SCHEDULE 1
LICENSED MARKS

Mark

Serial or Registration Number

Registration Date

Country

RING DINGER

5637320

December 25, 2018

USA

RING DINGER

WO0000001783763

April 4, 2024

WIPO

TEAM RING DINGER

6065662

May 26, 2020

USA

6186752

October 27, 2020

USA

6267786

February 9, 2021

USA

JOHNSON BIOPHYSICS

6413303

July 6, 2021

USA

JOHNSON Y AXIS ADJUSTMENT

7291172

January 23, 2024

USA

SCHEDULE 2
BRAND GUIDELINES

Practitioner will not alter or obscure the Licensed Marks in any way.

Practitioner will not use any other trademark, trade name, design, tag line, or symbol which may be confusingly similar to the Licensed Marks without Brand Owner's prior written approval. Licensors may require that their licensees take reasonable steps to ensure that any Licensed Services and the Chiropractic able are recognized and identified by the public as originating from Licensors. Such steps may include, but are not limited to, the use of additional copy, indicia, logos or other markings with the Licensed Marks or other trademarks belonging to Licensors. For usage within the United States, Practitioner should use the ® symbol when displaying the Licensed Marks.

For international use, do not use the ® symbol. Instead, state that the specific mark being used (e.g., RING DINGER) is a mark of Advanced Chiropractic Equipment, LLC, registered in the United States. This statement should be placed at the bottom of the webpage or promotional material, or on any location of product packaging.

Licensors have a significant interest in ensuring that their trademarks are used only in connection with services offered and sold in accordance with the highest ethical and business standards. Thus, Licensors require their licensees to comply with the national laws of any country in which such Licensed Services are offered, any local laws, regulations, or standards applicable to such Licensed Services, and any industry standards which have been established in said location. Practitioner may use the Licensed Marks only in connection with the particular goods and/or services identified by Licensors.

Provider may not use the Licensed Marks in the name of its business, web domain, or social media account name or similar identifier.

Provider may not use the Licensed Marks in any manner that is deceptive, objectionable, or that disparages Licensors, or otherwise harms or tarnishes their reputation or goodwill.

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