

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

This Agreement entered between Bal-A-Vis-X, Inc. and _____.

_____ (NOVICE) has requested access to certain information, and properties of Bal-A-Vis-X, Inc (BAVX), in connection with being trained to provide rhythmic balance, auditory and vision exercises for brain and body integration consistent with BAVX's series of 300 Exercises. As a condition to NOVICE being furnished such information and training, NOVICE agrees to treat any information confidential (The material BAVX is providing the NOVICE pursuant to this agreement is collectively referred to as the "Training Material") concerning the Training Material that is to be, or has been, furnished by BAVX in accordance with the provisions of this agreement and to take or refrain from taking certain other actions herein set forth.

For good a valuable consideration the receipt of which is hereby acknowledges the parties agree to the following Confidential/Non-Disclosure Agreement.

As a condition to the BAVX furnishing the Training Materials and providing NOVICE training in rhythmic balance, auditory and vision exercises for brain and body integration NOVICE agrees as follows:

DEFINITIONS

- A. "NOVICE", "You" and "Yours" refers to _____.
- B. The words "person" and "persons" include individuals, firms, partnerships, associations, joint ventures, corporations, government entities, judicial entities or other groups, however organized, and all past and present officers, agents, employees or other persons acting, or purporting to act, on behalf of NOVICE.
- C. The term " training materials" is defined as every original (and every copy of any original or copy of which differs in any way from any original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded, by any physical, mechanical, electronic or electrical means whatever, including, but not limited to, books, booklets, catalogs, charts, circulars, clippings, computer cards, computer disks, computer printouts, computer programs, computer tapes, diagrams, diaries, drafts, drawings, electronic mail, files, films, formula, graphs, indices, instruction, lists, literature, log books, loose-leaf binders, mailgrams, manuals, memoranda, messages, microfiche, microfilm, models, motion pictures, news clippings, notations, notebooks, notes, organizational, photographs, prints, procedures, questionnaires, records releases, reports, schedules, schematics, sketches, slides, specifications, standards, statements, studies, summaries, surveys, tape, tape recordings, tests, test results, trade letters, transcripts, warranties, work sheets, writings; and all materials within or upon which appears any writing or utterance, whether handwritten, typewritten, printed, transcribed, tapes, recorded, filmed, punched or produced by any mechanical or electronic system of reproduction; and shall include each document in the actual or constructive possession of NOVICE.
- D. The terms "relating to", "related to" or "relates to" shall mean consisting of, referring to, reflecting or being in any way legally, logically or factually connected with the matters training in providing rhythmic balance, auditory and vision exercises for brain and body integration.

TRAINING MATERIAL

1. **Nondisclosure of Training Material.** The Training Material will be kept confidential by NOVICE, will not be used in any way detrimental to the BAVX and will not be used other than in connection with NOVICE's providing therapeutic services to NOVICE'S patients and clients. NOVICE will inform its representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially.
2. **Limited use of Training Material:** NOVICE acknowledges that the training and Training Materials BAVX is providing pursuant to this agreement does not qualify NOVICE to train any third-party to provide rhythmic balance, auditory and vision exercises for brain and body.

NOVICE expressly agrees not to use the Training Materials to train any third-party in providing rhythmic balance, auditory and vision exercises for brain and body integration.

NON-ASSIGNABLE

This agreement shall be non-assignable by NOVICE unless prior written consent of the BAVX is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Kansas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

BINDING NATURE OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

PROVISIONS SEPERABLE

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

ATTORNEY FEES

It is further understood and agreed by and between the BAVX and NOVICE that if on account of breach or default by NOVICE of NOVICES obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).

LIQUIDATED DAMAGES

The parties agree that BMVX has a proprietary interest in its TRAINING MATERIALS and in its business reputation and would suffer significant damages in the event NOVICE breaches this agreement. The parties further acknowledge and agree that damages in the event NOVICE breaches this agreement would be difficult to calculate. The parties therefore agree that in the event NOVICE breaches this agreement BMVX shall be entitled to liquidated damages in the amount of five thousand United States Dollars (\$5,000.00) for each breach.

MISCELLANEOUS

This agreement will be governed by and construed in accordance with the laws of the State of Kansas. This agreement may be executed in one or more counterparts, and each person executing this agreement on behalf of such party hereto represents that such execution is made with full authority and that such party is bound by the terms hereof.

ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

IN WITNESS WHEREOF, we have executed this Agreement this _____, day of _____, 2016.

ACKNOWLEDGED AND AGREED:

Bal-A-Vis-X, Inc.

BY _____ BY _____

Name _____ Name: _____
Print Name Print Name

Date: _____ Date: _____