



Institute of Functional Neuroscience

“Inspiring hope, Creating expertise, Enhancing humanity”

Institute of Functional Neuroscience Group Affiliated Clinic Agreement

Version: August 5th, 2022

The following agreement is made this __ day of _____, 20__ between the following parties:

IFN Group Pty Ltd (ACN 148953913) 88 Catalano Circuit, Canning Vale Western Australia (IFN) henceforth referred to as the Institute and

_____ and henceforth referred to in this agreement as the **Affiliate**

Background

Both parties agree they would like to enter into a mutually beneficial arrangement involving the collaboration of the Institute’s experience, knowledge and expertise and the operation management, marketing and business experience of the Affiliate. The Affiliate will pay a standard fee per treatment plan provided by the Institute as well as a monthly membership fee.

The Institute agrees to provide the Affiliate:

1.0 Training of Affiliate Clinicians

1.1 The Institute will provide on-line clinical training for the Affiliate. The Affiliate must demonstrate clinical competency by completing the on-line courses designated and by successfully completing a practical exam supervised by IFN clinicians, prior to engaging in treatment of patients in the clinical setting.

1.1.1 Regular refresher and new skills training will be offered from time to time for any Affiliate involved in clinical application or management of the Institute’s treatment plans. The attendance at these training sessions is essential to maintain competency standards.

1.1.2 Training may involve on-line modules, “hands on” clinical activities, attendance at seminars or workshops and interaction with patients involved in the delivery of clinical care.

1.1.3 During each training session the Affiliate Clinicians will be evaluated for various related competencies by the Institute’s staff or be required to complete a written or verbal test administered by the Institute. The results of these evaluations will be shared with the Affiliate.

1.1.4 In the event that an Affiliate Clinician does not meet the Institute's competency requirements, they will be required to complete further training as deemed necessary by the Institute to demonstrate competency to the Institute's satisfaction before resuming clinical interaction in the Affiliate's clinics. The specific training and the estimated number of hours required will be determined by IFN.

1.2 Australian Institute of Clinical Neuroscience Diploma Programs (Continuing Professional Education (CPD) modules). In addition to the initial training provided by the Institute further training will be provided in the form of continuing professional education modules. Continuing Professional Development (CPD) modules consist of a variety of clinical and academic material that are essential for the growth and maintenance of up-to date knowledge and technical skills in the field of neuroplasticity.

1.2.1 The CPD modules are available on-line and are designed to involve approximately 6 hours per week of self-study and occasional tutorial sessions that may be presented in person, via video conferencing or other presentation formats such as Internet videos.

1.2.2 The CPD program will consist of 12 modules to be completed over a 3-4 year period:

- i) Modules 1-3 will be considered Phase one of the program and must be completed in conjunction with the Graduate Diploma in clinical application.
- ii) Modules 3-6 will be considered Phase two of the program.
- iii) Modules 6-9 will be considered Phase three of the program.
- iv) Modules 9-12 will be considered Phase 4 of the program.

1.2.3 Active involvement and appropriate progression in this program by each Affiliate involved in clinical application or management of IFN treatment plans is mandatory to maintain clinical competency and submit treatment plans.

2.0 Clinical equipment for treatment, diagnostic evaluation and patient progress evaluation

2.1 Training related to the use and application of the equipment will be completed as per the clinical training schedule and continuing education programs offered by the Institute as described in this agreement.

2.2 The Institute will supply the on-line material necessary for equipment training but will not be responsible for wages or compensation in any form for the time invested by the Affiliate to complete this training.

2.3 Any fees or expenses involved with the translation of verbal or written materials will be the responsibility of the Affiliate.

2.4 Any hardware or software provided is owned by the Institute. It is the responsibility of the Affiliate to connect provided computers to the internet, make remote access from the Institute possible, and to apply software updates in a timely manner.

2.5 Affiliate is responsible for maintaining the confidentiality of its User passwords, IDs or other credentials and login information. Affiliate must notify Institute immediately if

Affiliate has reason to believe that the security of Affiliate's account has been compromised, or if the software has been accessed by any unauthorized individuals

3.0 Management of Patient Data

3.1 Affiliate acknowledges and agrees that the Institute may monitor, collect, use, and store anonymous and aggregate statistics regarding use of the Services and/or any individuals/entities that interact with the Services and any Data.

3.2 Access to patient data collected under this Agreement ("Data") that is stored or processed by the Institute is limited to employees, agents and contractors to the extent necessary to perform their obligations under this agreement and only for the purposes provided under this agreement.

4.0 Promotion under the "IFN Affiliate Clinic" brand

4.1 The Institute will promote the Affiliate as an "IFN Brain Therapy Center" in a non-exclusive fashion in promotional materials the Institute produces from time to time and on the official Institute website.

4.2 The Affiliate agrees to allow the Institute to proceed as described in 4.1 and will provide the Institute art work or other materials as required to promote the Affiliate in a professional manner.

4.3 Any signage erected by the Affiliate must be approved by the Institute in writing and will be at the Affiliate's expense to produce, install, maintain and remove if requested by the Institute.

5.0 Referral of Patients

5.1 The Institute agrees to refer patients to the Affiliate in a non-exclusive fashion when it is deemed in the best interest of the patient to do so.

6.0 Clinical treatment plans and Clinical Treatment

6.1 The Institute agrees to supply the Affiliate with customized patient treatment plans consistent with the Institute's clinical experience and expertise with-in a reasonable time frame (usually between 48-72 hours) from the receipt of the clinical information necessary (in the form of a Treatment plan request) to produce such plans from the Affiliate. This information must be uploaded to the IFN Neurologic platform in order for the treatment plans to be completed.

7.0 Consultation on an on-going basis

7.1 The Institute agrees to consult with the Affiliate and/or their patients from time to time as necessary to effectively and safely manage patient care (20 minutes per treatment plan).

7.2 The Institute agrees to answer clinical and treatment related questions from or with reference to patients from time to time as necessary for maintaining patient care(10 minutes per treatment plan).

7.3 Any consultation time that exceeds the thresholds listed above will be charged to the

Affiliate at the rate of \$100.00 per 15 minute interval (minimum 15 minute charge)

7.4 Any fees or expenses involved with the translation of verbal or written materials will be the responsibility of the Affiliate.

8.0 In compensation for the above provisions the affiliate agrees

8.1 To pay per treatment plan the amount of \$750.00 USD

8.2 The Affiliate agrees to submit all payments through the IFN Neurologic portal as directed by the Institute

8.3 The Affiliate agrees to pay the Institute an initial package payment via wire transfer

8.4 The Affiliate agrees to pay the Institute \$750.00 USD via credit card payment for each treatment plan request.

9.0 Membership payments

9.1 The Affiliate agrees to pay the Institute \$395.00 USD per month in advance, as long as this agreement is in force, as a membership fee for access to the Institute's platform and to receive continuing training and information such as newsletters produced by the Institute

10.0 Clinical Treatment Plans

10.1 The Affiliate agrees to supply the Institute the information and clinical data necessary for the production of clinical treatment plans in a timely fashion.

10.2 The Affiliate agrees to follow the Institute treatment plans.

10.3 The Affiliate agrees not to alter or deviate from the Institute treatment plan unless instructed to do so by the Institute in writing or in such a case as they do alter the treatment plan the affiliate shall indemnify IFN for any legal or clinical ramification arising from such actions.

10.4 The Affiliate acknowledges and agrees that the treatment plans offered may be utilized for research purposes.

11.0 Confidentiality and Intellectual Property

11.1 The Affiliate undertakes to guarantee that all persons including owners, directors, the Affiliate, management and staff involved in the treatment or application of the Institute's techniques, treatment plans, diagnostic evaluations or any other activity as outlined in the confidentiality agreement will sign the attached "Agreement of Mutual Confidentiality" (Appendix 2) before they engage in any activity or disclosure of information associated with the Institute.

11.2 In the event that 11.1 is breached the Affiliate agrees to indemnify the Institute for any damages resulting from the breach.

12.0 Term, Expiry and Renegotiation of Agreement

12.1 The term of this contract shall be 1 (one) year commencing immediately from the effective date.

12.2 The Affiliate will retain the right to exercise a further 2-year renewal option of this agreement as long as a performance of 20 treatment plans per month is maintained by the affiliate at the time of renewal or by consent of the Institute in writing.

12.3 Upon expiry of this contract, if the Affiliate is unsuccessful in obtaining a new contract with the Institute, no other termination, redundancy or payment shall be made except provided for in this Agreement.

12.3.1 In the event that this agreement is terminated or expires, a 60 day turn-over period shall be commenced in which period both parties agree to wind-up any outstanding patient clinical concerns or commitments in an orderly manner.

12.4 Negotiations for a new agreement shall commence 120 days prior to the termination date of this contract and initiated by the Institute. The parties agree to negotiate in good faith to reach a new agreement prior to the expiration of this Agreement.

12.5 The term of this agreement shall be automatically extended to cover the remaining term of any lease that is subsisting at the time of such expiry, subject to the Institute's rights under Clause 13.

13.0 Termination Without Notice

13.1 Notwithstanding the other provisions of this agreement, the Institute may, without prior notice, terminate this agreement if the Affiliate has failed to remedy any serious misconduct within 30 days of a notice from the Institute setting out details of the serious misconduct alleged or with no notice if any of the actions listed in 13.2-13.8 are considered grievous by the sole discretion of IFN. For the purposes of this agreement serious misconduct may include but is not limited to the acts listed in 13.2-13.8:

13.2 Failing to take appropriate actions to maintain sufficient staff with clinical certification or qualification to practice to the standards set out in this agreement in clauses 1.1; 1.1.1.

13.3 Engaging in criminal conduct;

13.4 Affiliate staff abusing drugs or alcohol;

13.5 Affiliate Clinical staff failing to qualify or not maintaining malpractice insurance;

13.6 Abandoning duties to a patient;

13.7 Failing to act in a professional manner as indicated in the vision and mission of the Institute;

13.8 Acting in such a manner as to bring disrepute to the Institute by means of slander, misrepresentation, performance of lude acts or putting the value of the Institute in jeopardy.

14.0 Dispute Resolution

14.0 Subject to the following provisions of this agreement, if a dispute arises out of or in connection with the operation of these agreements, any party to the dispute may refer it to a mediator agreed by both parties, or failing agreement within 21 days, by a mediator appointed by the President of the Law Society of Western Australia.

14.1 Subject to clause 16.3 and/or any agreement to the contrary, all mediations commenced under these agreements are subject to the following provisions:

- The parties to the dispute will share the cost of the mediator equally.
- Referral to mediation is a precondition to any party commencing legal proceedings in respect of the dispute.
- if the dispute is not successfully mediated after 30 days then either party to the dispute may commence proceedings in a court of competent jurisdiction

15.0 Termination of Agreement with Notice

15.1 If either party wishes to terminate this agreement outside the prescribed agreed period (clause 12.0) due to changes in personal circumstances, ill health or a wish to retire they may by negotiation, and giving first right of refusal to, make such arrangements with the other party to sell their rights to the affiliates business at a fair market price.

16.0 Definitions

16.1 "Employee" or "Staff"

"Employee" or "Staff" includes full time employees, part-time employees, permanent employees, fixed term contract employees up until the end of their contract period, and "eligible" casual employees.

16.2 "Affiliate Clinician"

Any person engaged by the Affiliate to treat or provide clinical services to the Affiliate's patients. Such persons will be deemed to be qualified by the Affiliate and meet all standards of state and/or federal licensing and/or registration requirements including adequate legal liability insurance coverage.

16.3 For the purposes of this agreement and for the avoidance of doubt, the expression "Employee" also includes a Student who is employed by the Affiliate.

16.4 "Financial Year"

The accounting period that the Institute adopts for its accounting and financial reporting requirements

16.5 "Gross Billings"

All income, including royalties, examination fees, treatment fees, assignment fees, etc. that an Affiliate derives or receives, resulting from the commercial exploitation of the Institutes intellectual property or treatment of patients.

16.6 "Intellectual Property"

The results of creative effort protected by law, including rights relating to:

All information about IFN's business, products, services (including future or products and services) financial information, pricing, terms of trade, supplier contracts, patient details and records, contracts, arrangements, plans, strategies, forecasts, research and development information and anything designated as confidential by IFN.

16.7 The “Institute” or “IFN”

Institute of Functional Neuroscience Group or designate.

16.8 “IFN IP”

Intellectual Property of IFN.

16.9 “Agreements”

This agreement, including any attachments or appendices.

16.20 “AUD”

Australian Dollars

16.21 “USD”

American Dollars

16.22 “Treatment plan request”

A document provided to the Institute by the Affiliate, which contains the necessary data for the Institute to provide a treatment plan to the Affiliate. This document must be prepared and sent by the Affiliate to the Institute in accordance with the “TPR protocol” supplied to the Affiliate by the Institute.

16.23 “Competency”

The level of clinical competency required in order to engage in the treatment of patients. This includes meeting the competency requirements of the Institute for the interpretation of a treatment plan and the application of peripheral stimulation, DC current, and other modalities.

16.24 “Phase one clinician”

An Affiliate Clinician who has been deemed to have completed the first 12 CPD units in the Institute’s CPD program.

16.25 “Phase two clinician”

An Affiliate Clinician who has been deemed to have completed the first 24 CPD units in the Institute’s CPD program.

16.26 “Phase three clinician”: An Affiliate Clinician who has been deemed to have completed the first 36 CPD units in the Institute’s CPD program.

"Associated Person", in relation to the Party, means:

- an officer or associate of the Party who is aware of the contents of this Agreement;
- the Party's advisors authorized by clause 21.2.

"Confidential Information" includes: all data, information, material or other documents relating to the Intellectual Property Rights. Moreover it includes, but it’s limited to:

- all trade and business secrets relating to the affairs or business of IFN or any customer or partner of IFN, including all such secrets and information and documents that come into the Party's possession or into the possession of any of its respective advisers, associates, officers or agents, whether before or after the date of this Agreement, in the course and by reason of the Relationship;
- all information about IFN's business, products, services (including future or products and services) financial information, pricing, terms of trade, supplier contracts, patient

details and records, contracts, arrangements, plans, strategies, forecasts, research and development information and anything designated as confidential by IFN.

- matters not generally known outside the IFN, such as developments relating to existing and future products and treatments marketed or used or to be marketed or used by IFN and persons or companies dealing with the IFN;
- any documents, data or other written information provided by the IFN to the Receiving Party or any of its respective advisors, associates, officers or agents, whether before or after the date of this Agreement and any document incorporating any part of that information; and
- the fact that this Agreement has been entered into and that negotiations in respect of the Relationship are taking place.

16.27 "Disclosing Officer"

in relation to IFN, means an officer or agent of IFN who participates directly or indirectly in preparing or compiling the Confidential Information.

16.28 "Express Purpose"

means the purpose of assisting in the consideration and development of the Relationship.

16.29 "Intellectual Property Rights"

means all intellectual property rights of IFN, including but not limited to:

- trade secrets, copyrights, rights, registered designs, inventions, treatments and the right to have confidential information kept confidential; and
- any application or right to apply for any of the rights referred to in paragraph (a) above or any license to use any of the rights referred to in paragraph (a) above.

17.0 In this Agreement, unless the context otherwise requires:

A reference to a document includes but is not limited to any computer program, treatment plan, analysis, specification, imaging, record, and any other means by which the Confidential Information may be stored or reproduced; words importing the singular include the plural and vice versa; and any representation or warranty made by or involving more than one person bind

18.0 Confidentiality

18.1 IFN has agreed to disclose Confidential Information on and subject to the terms of this Agreement.

a)

18.2 IFN agrees to disclose Confidential Information to for the Express Purpose subject to the terms of this Agreement.

18.3 The Party acknowledges that the Confidential Information is secret and confidential to IFN

18.4 The Party must not directly or indirectly, without the prior written consent of IFN, use, disclose, publish or permit the disclosure or publication of:

- (a) the Confidential Information; or

(b) the terms of this Agreement,

to any other person, other than in accordance with this Agreement.

18.5 The Party agrees to take all steps to do all things that are reasonably necessary in order to safeguard the confidentiality of the Confidential Information.

18.6 The Party agrees not to make or allow copies or extracts of any part of the Confidential Information other than for the Express Purpose.

18.7 IFN makes no representations or warranties whatsoever, whether express or implied, regarding the Confidential Information disclosed pursuant to this Agreement. The Party hereby acknowledges and agrees that IFN shall have no liability resulting from the use of or reliance upon the Confidential Information.

19.0 Permitted use and disclosure of confidential information

19.1 IFN will provide Confidential Information only to an Associated Person who has a specific need to have access to the Confidential Information for the Express Purpose.

19.2 The Party may disclose Confidential Information to its legal, financial and other professional advisors, provided such advisors are bound by professional ethical confidentiality obligations or otherwise agree in writing to be bound by the same terms and conditions of this Agreement as they apply to The Party.

19.3 The Party agrees that, without the prior written consent of the IFN, neither it nor any of its officers, associates, agents or advisors may disclose to any person (other than an Associated Person) that the Parties are engaged in investigations, discussions and negotiations with respect to the Relationship.

19.4 The Party shall not use or disclose IFN's Confidential Information in any respect to compete with IFN at any time or provide such Confidential Information to a third party to compete with the Disclosing Party and shall not incorporate any portion of IFN's Confidential Information or any derivation or manipulation thereof into any work or product other than a work or product that will be delivered to IFN for the IFN's sole ownership and use.

20.0 Acknowledgments

20.2 The Party acknowledges and agrees that,

(a) it is responsible for any act or omission by any Associated Person to whom it makes available any of the Confidential Information and that any breach of the terms of this Agreement by an Associated Person is for the purposes of this Agreement a breach by of this Agreement; and

(b) all existing and future Intellectual Property Rights attaching to any part or parts of the Confidential Information remain solely vested with IFN or with the person otherwise entitled to the Intellectual Property Rights. The general intention of this clause is that disclosure of such Confidential Information will not derogate from any Intellectual Property Rights a person may have.

21. Benefit of agreement for disclosing officers

21.1 IFN holds the benefit of this Agreement and, in particular, the benefits arising under clause 21 for itself and its Disclosing Officers and may enforce the performance of this Agreement on behalf of its Disclosing Officers in its name or in any of their names.

22. Indemnity

22.1 The Party specifically acknowledges that he or she is aware that any breach of this Agreement may result in the IFN suffering damage or incurring liability.

22.2 Where The Party discloses any Confidential Information otherwise than in accordance with the terms of this Agreement or otherwise breaches this Agreement, the Party must indemnify and keep indemnified IFN against all loss or damage that IFN may sustain or incur arising directly or indirectly out of, or related to, such disclosure or breach by, including but not limited to reasonable attorneys' fees.

23. Breach

23.1 The Party must:

(a) notify IFN immediately if it becomes aware of a suspected or actual breach of this Agreement by or any Associated Person; and

(b) if possible, take all reasonable steps, at the cost of the breaching party, required to prevent or stop the suspected or actual breach by or any Associated Person.

23.2 The Party acknowledges that any breach by it of its obligations hereunder would result in irreparable injury to the IFN. In seeking enforcement of any of these obligations, IFN will therefore be entitled (in addition to other remedies to injunctive and other equitable relief to prevent or restrain the breach by the Party of its obligations under this Agreement.

24. Operation of this agreement

24.1 This Agreement does not apply to any part of the Confidential Information that:

(a) The Party is required to disclose by any applicable law or legally binding order of any court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity acting within its powers;

(b) was known by or any of its officers, employees, agents or advisors on a non-confidential basis prior to receipt of the same by the Receiving Party from the Disclosing Party; or

(c) is in the public domain other than as a result of a breach of this Agreement.

24.2 If the Party must make a disclosure as described in clause 21, he or she must promptly, and if practicable before making the disclosure, notify IFN of that fact and identity of the Confidential Information required to be so disclosed so that, if practicable in the circumstances, a protective order or other appropriate remedy may be sought.

25. Return of confidential information

- 25.1 The Party agrees to deliver to IFN or otherwise as IFN may reasonably direct, all documents and other materials in the possession, power or control of or any Associated Person which contain any Confidential Information (or copies from such documents), on the earlier of:
- (a) within ten (10) days of written demand by the Disclosing Party; or
 - (b) the time the documents and other material are no longer required for the Express Purpose.
- 25.2 Where the Confidential Information has been included within or as part of the documents comprising the records of, it will be sufficient for the Party to deliver up that part of its records that contain any Confidential Information.
- 25.3 Return of the documents and other materials does not release the Party or any Associated Person from their obligations under this Agreement.

26. Governing law

This Agreement shall be interpreted and enforced in accordance with the laws of Western Australia and each of the parties submit to the exclusive jurisdiction of the Western Australian courts as regards any claim or matter arising.

27. Notices

- 27.1 The Parties agree that all requests for further information in connection with the Relationship will be directed to the attention of those names set out in clause 29.2.
- 27.2 A notice, approval or consent in connection with this Agreement:
- (a) must be in writing;
 - (b) must be marked for attention as indicated below; and
 - (c) must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee which is specified in this clause or if the addressee notifies other address, then to that address;

The address and phone number of the addressee is:

Institute of Functional Neuroscience

Attention: Dr. R. Beck, Director

Address: 88 Catalano Circuit Canning Vale, Western Australia, 6155 Phone:
61 8 62542282

- 27.3 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

27.4 A letter is to be received four (4) days after the date it was sent.

28. Miscellaneous

28.1 Costs and Expenses

Unless otherwise agreed, each Party agrees that it will bear its own costs relating to its investigation and evaluation of the business and the Relationship, including the fees and disbursements of its own legal, accounting and other advisors.

28.2 Survival of Obligations

Each obligation of this Agreement is a continuing obligation separate and independent from the other obligations of the Parties and unless otherwise specified will continue until the completion of the Relationship between the Parties. The confidentiality and noncompetition obligations of this Agreement shall survive the termination of this Agreement or the Relationship for any reason whatsoever.

28.3 Severability

In the event of the invalidity, illegality or unenforceability of any part or provision of this Agreement, that invalidity, illegality or unenforceability will not affect the remaining provisions of this Agreement and the part or provision being invalid, illegal or unenforceable will be severed from the remaining provisions of this Agreement.

28.4 General

(a) Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the Party granting the waiver.

(b) A failure or delay in exercise, or partial exercise, of:

(i) a right arising from a breach of this Agreement; or

(ii) a right, power, authority, discretion or remedy created or arising upon default under this Agreement,

does not result in a waiver of that right, power, authority, discretion or remedy.

(c) A Party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy by that Party.

(d) This clause may not itself be waived except by writing.

28.5 Entire Agreement

This Agreement supersedes all previous contracts regarding the subject matter herein and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment signed by all parties to this Agreement.

28.6 Enforcement

In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses of such action incurred, including, without limitation, reasonable attorneys' fees.

28.7 Successors And Binding Effect

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

28.8 Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

28.9 Counterparts

This Agreement may be executed in one or more counterparts and by each party on a separate counterpart, each of which shall be an original, and all of which together shall constitute one instrument.

29. Payment of Professional fees

29.1 Both parties agree to pay their own legal and accounting or professional fees necessary to execute this agreement.

30. Signatures

Parties the undersigned have read this agreement and understand its contents and heretofore do agree to abide by the provisions laid out in this agreement.

Affiliate:

-----(Name in full)

----- (Signature)

----- (Date)

Dr Randy Beck on behalf of IFN group (Institute)

----- (Signature)

----- (Date)