

**REHABILITATION MANAGEMENT SPECIALISTS LLC
DO IT RIGHT!**

**REHABILITATION MANAGEMENT SPECIALISTS, LLC
Dan Reyes DC, DACRB
3805 Nazareth Pike
Bethlehem PA 18020
TIN: 23-3046549**

&

123REHAB Coaching Member

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement" is made effective as of the Date of Signing of this Contract (the "Effective Date"), by and between Rehabilitation Management Specialists LLC (RMS, LLC -the "Company) and Participant /Member of the 123REHAB Coaching System, (Contractor).

This Agreement is necessary to preserve and safeguard the Company's property, ideas, clients, forecasts, budgets and plans and all other confidential information supplied to Contractor in connection with the Business Association, Ethics, Business Trade Secrets, Protocols, Published Materials, Charts, Recorded and Narrated Educational Materials, Coding and Billing Methods etc. As authorized "Practice Management Parent Company", RMS, LLC, agrees to enter into a Management Contract with the aforementioned Contractor. RMS agrees to properly manage, disclose, project & protect this relationship with all rights and privileges due such a professional relationship. Contractor agrees to the Mandatory 60 day participation period, and affirms the knowledge of requiring a 30 notice to cancel participation with no questions asked.

- 1) **CONFIDENTIALITY.** Contractor will not at any time or in any manner, directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner any information that is confidential or proprietary to the Company, including but not limited to information relating to the Company's actual or potential customers, Business Association, Ethics, Business Trade Secrets, Protocols, Published Materials, Charts, Recorded and Narrated Educational Materials, Coding and Billing Methods, pricing, information systems, projections, operations, business processes, budgets, revenues and expenses, financial forecasts, profit margins, relationships with suppliers, vendors or agents, facility lease terms, compensation practices or relationships ("Proprietary Information") without the prior written consent of the Company. Contractor will make all reasonable, necessary and appropriate efforts to safeguard the Proprietary Information from disclosure and unauthorized use.
- 2) **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and interpreted and determined in accordance with the laws of the State of Pennsylvania.
- 3) **ARBITRATION.** Any controversy of claim arising or relating to this Agreement and its formation, breach, performance and application, as well as any other dispute between the parties whether or not related to this Agreement, shall be submitted to binding arbitration before an arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Lehigh County, Pennsylvania. The decision of the arbitrator shall be binding on the parties, and judgment in accordance with that decision may be entered in any court having jurisdiction thereof. The arbitrator shall be empowered to award specific performance, injunctive relief and damage.
- 4) **BINDING NATURE.** This agreement shall be binding upon Contractor, their partner, affiliates, employees and agents, and shall inure to the benefit of the Company and its successors or assigns.
- 5) **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties. Amendments to this agreement must be made in writing and signed by both parties.
- 6) **SEVERABILITY.** If any provision of this agreement shall be held to be invalid or enforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and enforceable, then such provision's, shall be deemed to be written and construed as so limited.

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- 7) INJUNCTION. It is agreed that if Contractor violates the terms of this agreement irreparable harm will occur, and money damages will be insufficient to compensate the Company. Therefore, the Company will be entitled to seek injunctive relief (i.e. a court order that requires Contractor to comply with this Agreement) to enforce the terms of this agreement.
- 8) COUNTERPARTS. This agreement may be executed by facsimile in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

Direct Misconduct and Breaking of Agreement entitles Company a Monetary Fee Minimum to the Contracted Total or \$1,000.00 dollars which ever is greater for actual business loss and up to \$10,000.00 dollars for damage and overall business hardship as deemed appropriate by legal arbitrator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY
REHABILITATION MANAGEMENT SPECIALISTS LLC

By: Digitally signed *Dr., Daniell J. Reyes DC, CCSP, DACRB*
Name: Dr. Dan Reyes DC, CCSP, DACRB
Title: Owner / Director
Fellow: ACCRS
ABS
ABDA

CONTRACTOR

Representative Signature

Print Name Title
Address: _____

Phone: _____

Date: _____

REHABILITATION MANAGEMENT SPECIALISTS GROUP, LLC

1 2 3 REHAB COACHING AUTHORIZATION CONTRACT

CREDIT CARD PURCHASE/ FEE AUTHORIZATION

For the security of all parties involved, we must request a signed consent before proceeding with any credit card transaction. Please ensure to accurately complete the fields requested below as to avoid any verification delays. For your convenience we have included a clause which would allow us to charge all future orders, or any other fees associated with the management of your office to your credit card. All information shall be kept confidential in keeping with Privacy Protection Laws and Regulations. Cancellation of use of this credit card can be requested with 30 days notice. Cancellations as well as any billing questions or concerns shall be directed to RMS directly.

Respectfully yours,

RMS LLC
DANNIELL J. REYES

I, _____, the Credit Card Holder authorize RMS, LLC to charge the Credit Card Number provided below.

I want this Number to be used for purchase of :		AMOUNT
123REHABSYSTEMS - \$499.00	/ ___ /	_____
123REHAB DVD'S - \$299.00	/ ___ /	_____
123REHAB CD-ROM - \$199.00	/ ___ /	_____
123REHAB WALL CHARTS - \$99.00	/ ___ /	_____
123REHAB Coaching Option IHR1\$399.00	/ ___ / or Payments \$100.00 down / ___ /	_____
123REHAB Coaching Option IDHR1\$699.00	/ ___ / or Payments \$100.00 down / ___ /	_____
123REHAB Coaching Option IJL1 \$329.00	/ ___ / or Payments \$100.00 down / ___ /	_____
123REHAB Coaching Option IW1 \$200.00	/ ___ / or Payments \$ 50.00 down / ___ /	_____

TOTAL DUE NOW: \$_____00

I FURTHER AUTHORIZE RMS, LLC TO CHARGE THE FOLLOWING CREDIT CARD AS SPECIFIED BY OPTION I HAVE AGREED TO. I UNDERSTAND THAT THERE IS A 60 DAY MANDATORY PERIOD AND A 30 NOTICE NECESSARY TO CANCEL MY OPTION WITH NO QUESTIONS ASKED AND I GET TO KEEP THE DVD'S IF I AM NOT SATISFIED IF I CHOSE COACHING OPTIONS.

Credit Card Type: VISA _____ M/C _____ AMEX _____ DISC _____

Card Number: _____ / _____ / _____ / _____ total: \$_____00

CCV Number: (For Visa and M/C it is located on the back of your card on the signature line. For American Express it is the last (3) digits following your account number on the front)

CCV : _____ EXP: _____ Name on Card: _____

CC Billing Address: _____, City _____ St _____

ZIP CODE: _____ PHONE: _____

Signature: _____ Date: _____
FAX IMMEDIATELY TO 484-821-0359 ALONG WITH CONFIDENTIALITY AGREEMENT!