

Mentorship Agreement

This Mentorship Agreement is between JULIE WIEBE PHYSICAL THERAPY, INC. (the "Mentor"), a California professional corporation, and _____ (the "Mentee"), an individual, and is executed as of the date of the last signature.

As a condition of and in consideration for the Mentee receiving mentorship from the Mentor, this Agreement is intended to memorialize and bind the parties as to the terms and conditions of the parties' mentorship relationship. This Agreement does not constitute or create an employment agreement.

In consideration of the mutual agreements contained herein, the Mentor and the Mentee agree as follows:

1 Definitions

For the purposes of this Agreement:

"Affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with the Mentor.

"Agreement" means this Mentorship Agreement.

"Competitive Business" means any business (and any person, branch, office, or operation thereof) who engages in or proposes to engage in the provision of services or related services within the Territory, when that business's services are the same as or similar to the services that: (i) are being conducted by the Mentor or an Affiliate in the Territory at the time in question and (ii) were being conducted by the Mentor or an Affiliate in the Territory on or before the Termination Date.

"Confidential Information" includes the Mentor's trade secrets as defined under California law, as well as any other information or material that is not generally known to the public and that: (i) is generated, collected by, or utilized in the operations of the Mentor's business and relates to the actual or anticipated business, research, or development of the Mentor or the Mentor's actual or prospective customers; or (ii) is suggested by the Mentee based upon such information.

Confidential Information shall not be considered to be generally known to the public if the public's knowledge of such information originates with or is exacerbated by the Mentee's or others' actions, which improperly reveal such information to the public without the Mentor's express written consent or in violation of an obligation of confidentiality to the Mentor.

Examples of Confidential Information include: all customer, client, supplier, and vendor lists; budget information; contents of any databases, contracts, product designs, technical know-how, engineering data, pricing and cost information; research and development work; software; business plans; investment strategies; proprietary data; projections; market research; strategic plans; marketing strategies; financial information (including financial statements); sales information; training manuals; Mentee lists and compensation data; and all other competitively sensitive information with respect to the Mentor. Such information is confidential whether or not it is in tangible form, including any of the foregoing which are contained or described on paper (including notes, memorandum, reports, or pictures) or in computer software or other storage devices.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

"HIPAA Privacy Rule" means the national standards promulgated by the federal government to protect individuals' medical records and other personal health information. It applies to health plans, healthcare clearinghouses, and those healthcare providers who conduct certain healthcare transactions electronically, as defined in 45 CFR Part 160 and Subparts A and E of Part 164.

"HIPAA Security Rule" means the national standards promulgated by the federal government to protect individuals' electronic personal health information that is received, used, or maintained by a covered entity, as defined in 45 CFR Part 160 and Subparts A and C of Part 164.

"Invention" means all software programs, source or object code, improvements, formulae, developments, ideas, processes, techniques, know-how, data, and discoveries, whether patentable or unpatentable, which are: (i) conceived or reduced to Mentor by the Mentee during the term of this Agreement, either solely or jointly with others, and whether or not during mentoring hours; or (ii) conceived or reduced to Mentor by the Mentee within two years of the Termination Date, when it resulted from Mentor Inventions or Confidential Information.

"Person" means any individual, sole proprietorship, partnership, joint venture, limited liability company, trust, unincorporated organization, corporation, institution, public benefit corporation, entity, or government instrumentality, division, agency, body, or department.

"Mentor Invention" means any Invention which, at the time of the Invention's conception or reduction to the Mentor, relates, at least in part, to: (i) the Mentor's business, projects, or services; or (ii) the Mentor's actual or demonstrably anticipated research or development; or which results, at least in part, from: (iii) any work, project, or tasks performed directly or indirectly by Mentee for the Mentor; or (iv) the use of the Mentor's time, materials, facilities, or trade secret information.

"Mentorship Fee Schedule" means the fee schedule attached as Exhibit B to this Agreement.

"Mentorship Relationship" means the relationship between the Mentor and Mentee that consists of consultation whereby the Mentor provides information (which may include, without limitation, Confidential Information, Mentor Inventions, and Inventions) to Mentee based upon the Mentor's knowledge, skill, and experience.

"Termination Date" means: (i) the date provided in a notice of termination of this Agreement, as provided in Section 2 of this Agreement, if a notice of termination is provided by the Mentee or by the Mentor; (ii) the date of death, if termination results from the Mentee's death; or (iii) the date that either party becomes aware that the other party wishes to cease the Mentorship relationship.

"Territory" means the geographic area surrounding any of Mentor's business locations, both currently in operation or later opened locations in Los Angeles county.

2 Payment & Termination

2.1 **Payment.** The Mentee shall pay the Mentor as provided on the Mentorship Fee Schedule, attached as Exhibit B, which may be amended from time to time with seven-day notice to the Mentee.

2.2 **Termination.** By written notice, either party may terminate this Agreement unilaterally, for any reason, and at any time, except as prohibited by law. Termination shall be effective immediately. In any case, the Mentee shall pay the Mentor for all services rendered up to and at the time of termination. The terms of the entirety of Sections 3, 4, 5, and 6 of this Agreement shall survive the termination of this Agreement.

3 Nondisclosure & Nonsolicitation

3.1 **Express Consideration for Nondisclosure & Nonsolicitation.** The parties acknowledge and agree

that the Mentorship Relationship constitutes benefits that are tangible, identifiable, and adequate consideration for the entirety of this Agreement.

3.2 The Mentor and the Mentee further acknowledge that: (i) the Mentor's business is conducted throughout the Territory; (ii) the agreements contained in entirety of this Section 3 are essential elements of this Agreement and, without such elements, the Mentor will not enter into this Agreement; (iii) the Mentorship Relationship will provide the Mentee access to the Mentor's Confidential Information, Mentor Inventions, and Inventions; (iv) the agreements contained in the entirety of this Section 3 are essential to protect the business and goodwill of the Mentor, which have taken time and resources to cultivate; (v) the Mentee has a means to support the Mentee and the Mentee's dependents other than by engaging in the Mentor's business, and the provisions of this Agreement will not impair such ability; and (vi) the Mentor has invested extensively, both in time and resources, in the development, invention, and distribution of its products and services.

The Mentee also acknowledges and agrees that the restrictions in entirety of this Section 3 and the reasons for such restrictions are reasonable and are designed to protect the goodwill, trade secrets, Confidential Information, Mentor Inventions, Inventions, confidential and proprietary business information, and continued success of the Mentor, and are reasonably necessary to protect the Mentor's relationships with its employees, mentees, customers, suppliers, and licensors without unduly restricting the Mentee's future employment or relationships with others.

3.3 **Nondisclosure.** Without the Mentor's prior written permission, the Mentee shall not, directly or indirectly, disclose to anyone outside of the Mentor, either during or after the Termination Date, the Mentor's Confidential Information, as long as such matters remain Confidential Information.

This Agreement shall not prevent the Mentee from revealing evidence of criminal wrongdoing to law enforcement or prohibit the Mentee from divulging the Mentor's Confidential Information pursuant to a binding court or agency order. However, the Mentee shall promptly inform the Mentor of any such situations and shall take such reasonable steps to prevent disclosure of the Mentor's Confidential Information until the Mentor has been informed of such requested disclosure and the Mentor has had an opportunity to respond to the court or agency.

3.4 **Property of the Mentor.** All memoranda, notes, lists, records, technical specifications, related documents, and other documents or papers (and all copies thereof) relating to the Mentor, the Mentor's business, any of the Mentor's Affiliates, any entity that might thereafter become an Affiliate, the business of such Affiliates, including such items stored in computer memories, microfiche, or by any other means, made or compiled by or on behalf of the Mentee during the course of the Mentorship Relationship, or made available to the Mentee during the course of the Mentorship Relationship shall be the property of the Mentor and shall be delivered to the Mentor promptly upon the Termination Date or at any other time upon the Mentor's request.

3.5 **Inventions.** The Mentee shall hold all Mentor Inventions and Inventions in complete trust for the benefit of the Mentor and disclose all Inventions promptly and fully to the Mentor in writing unless disclosed to the Mentor upon execution of this Agreement as set forth below. The Mentee hereby agrees to and hereby grants and assigns to the Mentor all of the Mentee's right, title, and interest in and to all Mentor Inventions and Inventions as defined above and agrees that all such shall be the Mentor's sole and exclusive property to the maximum extent permitted by law.

The Mentee shall, at the request of the Mentor, but without compensation from the Mentor: (i) execute any and all papers and perform all lawful acts that the Mentor deems necessary for the preparation, filing, prosecution, and maintenance of applications for patents on any Mentor Inventions and other Inventions; (ii) execute such instruments as are necessary to assign to the Mentor all of the Mentee's right, title, and interest in any Mentor Inventions and other Inventions so as to establish or perfect the Mentor's entire right, title, and interest in such; and (iii) execute any instruments necessary or that the Mentor deems desirable in connection with any continuation, renewal, or reissue of any patents in Mentor Inventions and other Inventions or in the conduct of any proceedings or litigation relating to any Mentor Inventions and other Inventions. All expenses incurred by the Mentee in the performance of the obligations set forth in this provision shall be borne by the Mentor.

Concurrent with the Mentee's execution of this Agreement, the Mentee may attach a list and brief description of all unpatented inventions and discoveries and works of authorship on Exhibit A, if any, which the Mentee made or conceived prior to the Mentorship Relationship and that are to be excluded from this Agreement. If no such list is attached at the time of execution of this Agreement, it shall be conclusively presumed (and agreed to by the Mentee) that the Mentee has waived any right that the Mentee may have to any such invention or discovery that relates to the Mentor's business.

These provisions regarding assignment of right, title, and interest shall not apply to any Invention that, under Section 2870 of the California Labor Code (to the extent it applies), the Mentee developed entirely on his or her own time without using the Mentor's equipment, supplies, facilities, or trade secret information except for those inventions that either: (i) relate at the time of conception or reduction to practice of the invention to the Mentor's business, or actual or demonstrably anticipated research or development of the Mentor; or (ii) result from any work performed by the Mentee for the Mentor.

3.6 **Non solicitation.** During the Mentorship Relationship and for a period of twelve (12) months following the Termination Date for any reason, the Mentee shall not directly or indirectly, on behalf of the Mentee or any other Person: (i) solicit the sale of any products or services that are similar to, or competitive with, products or services offered by, designed by, or distributed by the Mentor, to any Person that was a customer or potential customer of the Mentor for such products or services, and with whom the Mentee had direct contact or about whom the Mentee learned Confidential Information regarding those products or services at any time during the Mentorship Relationship; or (ii) hire, solicit, attempt to persuade any employee of the Mentor, or any person who was an employee of the Mentor during the twelve (12) months prior to the Termination Date, and who possesses or had access to the Mentor's Confidential Information, to leave the employ of the Mentor or otherwise interfere with the performance of their duties for the Mentor.

3.7 **Rights & Remedies upon Breach.** If the Mentee breaches or threatens to commit a breach of any

of the provisions contained in the entirety of this Section 3, the Mentor shall have the following rights and remedies. Each of these rights and remedies shall be independent of the others and severally enforceable, and each is in addition to, and not in lieu of, any other rights and remedies available to the Mentor under law or in equity:

(A) **Specific Performance.** The right and remedy to have the entirety of this Section 3 specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the entirety of this Section 3 would cause irreparable injury to the Mentor and that money damages would not provide an adequate remedy to the Mentor;

(B) **Accounting.** The right and remedy to require the Mentee to account for and pay over to the Mentor all compensation, profits, moneys, accruals, increments, or other benefits derived or received by the Mentee as the result of any action constituting a breach of the entirety of this Section 3; and

(C) **Tolling.** If the Mentee engages in any business in violation of the covenants set forth in this Agreement, the running of the periods of limitation referred in any part of the entirety of Section 5 shall be tolled until such violation ceases and shall begin to run again only when the Mentee is in compliance with the provisions of such covenant, whether voluntarily or pursuant to an order of a court.

3.8 **Severability of the entirety of this Section 3.** The Mentee acknowledges and agrees that the entirety of this Section 3 is reasonable and valid in duration and geographical scope and in all other respects. If any court determines that the entirety of this Section 3, or any part thereof, is invalid or unenforceable, the remainder of the entirety of this Section 3 shall not thereby be affected and shall be given full effect without regard to the invalid portions. If any court determines that any part of the entirety of this Section 3 is unenforceable because of the durational or geographical or other scope of such provision, such court shall have the power to reduce the scope of such provision, and in its reduced form, such provision shall then be enforceable.

3.9 **Enforceability in Jurisdictions.** The Mentor and the Mentee intend to and hereby confer jurisdiction to enforce any part of the entirety of this Section 3 on the California state court located in Los Angeles, California, or the federal court of competent jurisdiction sitting nearest, when any breach or threatened breach of the entirety of this Section 3 occurred. Each party irrevocably waives any objection it may have now or any time in the future to this choice of venue and further waives any claim that any suit, legal action, or proceeding brought in any such court has been brought in an inappropriate forum. The Mentee shall stipulate in any proceeding that this Agreement is to be considered for all purposes to have been executed and delivered within the geographic boundaries of the State of California. This Section 3.9 applies solely to any part of the entirety of Section 3, but not to the remainder of this Agreement.

3.10 **Mentee Warranty of No Prior Restriction.** The Mentee warrants that: (i) the Mentee is not bound by any prior agreement that would inhibit the Mentee's ability to fully perform the duties and responsibilities under this Agreement; (ii) this Agreement does not and will not breach any previous agreement that the Mentee has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by the Mentee in confidence or in trust prior to or during the Mentorship Relationship; (iii) the Mentee will not disclose to the Mentor or use any confidential or non-public proprietary information or material belonging to any other Person, without such Person's express written

approval; (iv) the Mentee will not induce the Mentor to use any inventions, confidential or non-public proprietary information, or material belonging to any other Person, without such Person's express written approval; (v) the Mentee has listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with any other Person that may restrict the Mentorship Relationship; and (vi) will not enter into any written or oral agreement that conflicts with this Section 3.10.

4 **Mandatory Arbitration**

4.1 In the event of any dispute between the parties regarding the Mentorship Relationship, performance under this Agreement, or termination of Mentorship Relationship, the parties agree to submit all such claims, disputes, or controversies to mandatory final and binding arbitration. The entirety of this Section 4 does not apply to a dispute relating to or arising out of any part of the entirety of Section 3.

4.2 The Mentee and the Mentor mutually agree that, to the fullest extent allowed by law, they will submit all disputes arising under this Agreement or arising out of or related to the Mentorship Relationship to final and binding arbitration in Los Angeles, California, before an arbitrator associated with the Judicial Arbitration and Mediation Services (JAMS). The arbitrator selected shall have the authority to grant the Mentee or the Mentor or both all remedies otherwise available by law. The parties understand they are waiving their right to a jury trial in favor of arbitration.

4.3 The arbitrator will be mutually agreed to by the Mentee and the Mentor. In the event that the Mentee and the Mentor cannot agree on the arbitrator within 15 days of the Mentee or the Mentor's submission of a notice of intent to arbitrate the dispute, the arbitrator will be selected from a neutral panel pursuant to JAMS Rules. The arbitration will be conducted in accordance with the applicable laws and regulations. Notwithstanding anything to the contrary, however, the arbitration shall provide: (i) for written discovery and depositions adequate to give the parties access to documents and witnesses that are essential to the dispute; and (ii) for a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. To the extent permitted by law, attorney's fees and costs incurred in conducting the arbitration shall be allocated equally between the Mentor and the Mentee; however, the parties agree that all remedies available under law or statute will be available to the Mentee by submitting to arbitration.

4.4 The Mentee agrees that any claims will only be arbitrated on an individual basis and that both the Mentor and the Mentee waive the right to participate in or receive money from any class, collective, or representative proceeding to the fullest extent allowed by applicable law. The Mentee may not bring a claim on behalf of other individuals, and any arbitrator hearing the Mentee's claim may not arbitrate any class, collective, or representative proceeding.

4.5 The entirety of this Section 4 does not include any claims which the Mentee cannot be required to arbitrate as a matter of law or any matters required to first be brought before an administrative forum. Nor does this provision preclude the Mentee from filing a claim or charge with a governmental administrative agency.

4.6 The entirety of this Section 4 does not prohibit or limit either party's right to seek equitable relief from a court, including but not limited to injunctive relief, pending the resolution of a dispute by arbitration.

5 Indemnity

5.1 To the greatest extent permitted by law and in consideration for the Mentor's participation in the Mentoring Relationship, the Mentee shall indemnify the Mentor against all claims, liabilities, losses, damages, suits, costs, and expenses, including reasonable attorney's fees, arising out of this Agreement or the Mentoring Relationship. The terms of indemnification in this Section 5 shall survive the expiration of this Agreement.

6 Additional Provisions

6.1 **Notices & Address.** For a notice under this Agreement to be valid, it must be in writing and delivered to the address or email address listed below.

If by *mail*, a valid notice under this Agreement will be effective when received by the party to whom it is addressed, and it shall be made by personal delivery, certified or registered U.S. Mail with return receipt required, or overnight delivery service with proof of delivery.

If by *email*, a valid notice under this Agreement will be effective when the party to whom it is addressed receives it, and it shall be sent with delivery receipt and read receipt requested to the email listed below.

6.2 It will be deemed to have been received if the party to whom it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or email address for which no notice was given, then upon that rejection, refusal, or inability to deliver. For a notice to a party under this Agreement to be valid, it must be addressed using the information below for that party. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

To the Mentor: Julie Wiebe Physical Therapy, Inc.
23309 Ladrillo St.
Woodland Hills, CA 91367

To the Mentee: _____

6.3 **Authority to Act.** The parties state that each has the authority to enter into this Agreement.

6.4 **Limited Liability.** In the event of any actual or alleged failure, breach, or default of this Agreement by the Mentor: (i) the sole and exclusive remedy shall be against the Mentor in its corporate capacity; (ii) no member, manager, shareholder, board member, officer, or Affiliate of the Mentor shall be sued or named as a party in any suit or action; (iii) the obligations under this Agreement do not constitute personal obligations of any member, manager, shareholder, board member, officer, or Affiliate; and (iv) the Mentee shall not seek personal assets of any member, manager, shareholder, board member, officer, or Affiliate for satisfaction of any liability in respect to this Agreement.

6.5 **Assignment.** This Agreement is personal to the Mentee. The Mentee may not assign any right or delegate any obligation under this Agreement to any other person, other than by will or intestate succession. The Mentor may assign its rights under this Agreement.

6.6 **Compliance with Mentor Policies & Procedures.** The Mentee shall comply with all of the Mentor's policies and procedures, including the Mentor's personnel policies and procedures, as set forth in the workforce handbook; mentorship policies and procedures; and patient privacy policies and procedures, except to the extent that such policies are inconsistent with this Agreement. The Mentee shall also comply with all applicable local, state, and federal laws and regulations, including HIPAA, the HIPAA Privacy Rule, and the HIPAA Security Rule.

6.7 **Modification & Waiver.** No amendment of this Agreement shall be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver, and no such waiver shall constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by either party in accordance with this Section 6.7 must be signed by an authorized member or manager of that party.

6.8 **Severability.** The parties intend that: (i) if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (ii) if an unenforceable provision is modified or disregarded in accordance with this Section 6.8, then the rest of this Agreement will remain in effect as written; and (iii) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

6.9 **Advice of Counsel.** In executing this Agreement, the Mentee acknowledges that the Mentee has had ample opportunity to seek the advice of independent legal counsel. The Mentee further acknowledges reading and understanding the terms of this Agreement. This Agreement shall not be construed against any party by reason that it was drafted by such party.

6.10 **Counterparts.** If the parties sign this Agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

6.11 **Governing Law.** The laws of the state of California, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.

6.12 **Scope of Agreement & Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties. This Agreement supersedes any prior oral or written agreements concerning the Mentorship Relationship.

6.13 **Effectiveness Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date upon which this Agreement is signed by the last party to sign it, as indicated by the date associated with the party's signature.

Each party is signing this Agreement on the date stated opposite that party's signature.

IN WITNESS WHEREOF, after having fully read and approving of the terms listed above, each party is signing this agreement on the date stated opposite that party's signature. The undersigned thereby agree to be bound by this agreement.

**MENTOR:
JULIE WIEBE PHYSICAL THERAPY, INC.**

Date

By: Julie Wiebe
Its: Chief Executive Officer

MENTEE:

Date

Exhibit A

List of Prior Inventions & Original Works of Authorship Excluded under Sections 3.5 & 3.10.

The following is a list of (i) all Inventions that, as of the Effective Date: (A) the Mentee made or (B) belong solely to the Mentee or belong to the Mentee jointly with others or in which the Mentee has an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and; (ii) all agreements, with current or former clients, employers, or any other Person, that may restrict the Mentee's ability to fully participate in this Agreement, the Mentorship Relationship, or any obligation the Mentee may have to the Company:

Title	Date	Description*

* ____ number of additional pages attached, if any.

Except as indicated on this exhibit, I, the undersigned Mentee, have no Inventions, improvements, or original works to disclose pursuant to Section 3.5 of this Agreement and no agreements to disclose pursuant to Section 3.10 of this Agreement.

MENTEE:

Date

Exhibit B
Mentorship Fee Schedule