



Customer Supply and Services Agreement

Customer Supply and Services Agreement

This Customer Supply and Services Agreement (Agreement) is made effective as of this _____ day of _____, 2018 (the Effective Date) by and between BR+ MD Consultants, LLC (Company) and _____ (Customer) of _____ (Clinic) located at the following address: _____.

Recitals

1. Whereas, Company has developed a training program to educate trainees in the methods to treat mental health, addiction, neurodegenerative diseases, and other indicated conditions.
2. Whereas, Customer wishes to participate in Company's training program and to obtain access to Company's Confidential Information, Trade Secrets, and BR+/ NAD intravenous Product as necessary in the Company's discretion to properly train Customer.
3. Whereas, Company is agreeable to allowing Customer to participate in the training program, certify Customer, and to make the necessary Confidential Information, Trade Secrets, and BR+/ NAD Intravenous Product in connection with the training program available to Customer, pursuant to the terms and conditions set forth herein.
4. In exchange for access to Company's Confidential Information, Trade Secrets, and BR+/ NAD Intravenous Product, the Customer's training and certification fees shall be paid in advance of training.

Definitions

1. "Agreement" shall mean this agreement, including all schedules, addendums, written modifications and/or appendices, as may be amended from time to time and signed by the parties, and the most current Standards and Procedures instituted by Company.
2. "Associated Entities" includes Archway Apothecary; Springfield Wellness, LLC; NAD Research, Inc.; and any representative associated with said entities. Company and each Associated Entity is a separate legal entity and is not liable for the actions of the other.
3. "BR+/ NAD Intravenous Product" shall mean the BR+/ NAD Intravenous product compounded by Archway Apothecary. **Only Certified Physicians may prescribe or be given access to BR+/ NAD Intravenous Product.**
4. "Certification Suspension" includes, but is not limited to, the revocation of the following privileges for a finite period of time to be determined solely in the discretion of Company: (1) to claim or advertise Company certification, (2) use of Company's logo or trademark, and (3) access to BR+ Intravenous Product. Certification Suspension may result in Certification Termination in the sole discretion of Company.
5. "Certification Termination" includes, but is not limited to, the final revocation of the following privileges: (1) to claim or advertise Company certification, (2) use of Company's logo or trademark, and (3) access to BR+ Intravenous Product.
6. "Confidential Information" includes, but is not limited to, Trade Secrets and the following that does not otherwise constitute Trade Secrets: writings of any kind, research data,

reports, sound recordings, pictorial reproductions, drawings, film and video recordings, graphic representations, software, business methods, inventions, improvements, discoveries, works of any similar nature (whether or not they are eligible for copyright, trademark, patent or other proprietary rights), which have been or may be prepared by Company and delivered under the Agreement, any non-public information or materials relating to the existing or prospective business and/or technology of Company disclosed to Customer in connection with the training program, including, without limitation, the Company's materials and information received during consultations between the Customer and Company's employees, agents, and/or representatives administering the program. In addition, any Confidential Information, as just defined, of an Associated Entity are included in this definition.

7. "Physician" is defined as both a licensed medical doctor and licensed Doctor of Osteopathic Medicine.
8. "Physician Extender" is defined as a licensed nurse practitioner, licensed physician assistant, or other individual performing similar duties or functions.
9. "Standards and Procedures" shall mean the Standards and Procedures for BR+ MD Consultants, LLC Certified Providers.
10. "Trade Secrets" include, but are not limited to, Company's proprietary information, including its "know how," protocols, formulas, patterns, compilations, research, programs, devices, methods, techniques, and processes. In addition, any Trade Secrets, as just defined, of Associated Entities are included in this definition.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Terms of Use of Company's Confidential Information, Trade Secrets, and BR+/ NAD Intravenous Product

I. Standards and Procedures

- In addition to the provisions set forth herein, Customer's performance obligations pursuant to this Agreement shall be governed by the most current Standards and Procedures instituted by Company. In the complete discretion of Company, the Standards and Procedures may be amended, deleted, edited, and revised at any time. The provisions of the most current Standards and Procedures are incorporated herein as if set forth verbatim.
- The present Standards and Procedures are attached hereto as Addendum I. Future revisions of the Standards and Procedures will be made available in a format determined by Company. Notice of revisions and the means to access same will be made available to Customer via its electronic mail address provided by Customer below.
- ***Customer shall have thirty (30) calendar days to provide written confirmation of receipt of any revision to the Standards and Procedures after notice of the latter has been sent via electronic mail by Company and also to assent to the terms of same. Customer's failure to confirm receipt and assent will result in the termination of this Agreement and Certification Termination.***

2. Customer, at its expense, agrees to provide requested information and data to Company concerning Customer's patients being treated pursuant to Company's training program; provided, however, that any disclosure of such patient information and data shall always be in compliance with any state and federal laws protecting patient privacy or limiting the dissemination of and use of such patient information or data. Customer will make available all requisite documents and Customer signatures necessary to comply with applicable state and federal laws in order to make said information and data available to Company.
3. Customer's failure to abide by the provisions of this Agreement and the Standards and Procedures, including any anticipatory repudiation, shall constitute a Breach ("Breach"). In addition to other legal remedies available to Company, any Breach by Customer entitles Company to enforce Certification Suspension and Certification Termination. Breach shall include, but is not limited to, deviating from the Company's practices, procedures, or protocols in any way. Breach is further defined and detailed in the Standards and Procedures.

Terms of Service Agreement

1. The Company agrees to render the professional services necessary for the instruction and training of Customer in the administration of the BR+/ NAD Intravenous Product, and other relevant information and training.
 - A. Protocols
 1. Company protocols are individualized based on how a patient is responding to treatment.
 2. In order to improve patient outcomes, all Company protocols evolve as new medical, scientific, and behavioral health advances and information are obtained.
 - B. Certification
 1. Certification will require Customer to fulfill the several requirements as set forth below relative to the respective Customer's academic/professional discipline. **Company maintains final discretion on awarding any certification based on its evaluation of Customer's fitness and performance.**
 - C. Physician and Physician Extender Training
 1. Company is solely responsible for the training of Physicians and Physician Extenders in the use of its physician protocols.
 2. A minimum of two (2) days of shadowing during a scheduled rotation are required.
 3. Physicians and Physician Extenders are strongly encouraged to access Company consultation support for twelve (12) months after training.
 4. Physicians engaged in addiction treatment are strongly encouraged to have a supervising nurse and a mental health/behavioral health counselor/therapist complete the respective Company training.
 5. Physician Extenders must have twelve (12) months of experience implementing

Company physician protocols after training, including the treatment of twenty (20) patients, to be eligible for Company certification.

6. After training, Physicians will be certified as a Company Diplomat.
7. Physicians must have twelve (12) months of experience implementing Company physician protocols after training, including the treatment of twenty (20) patients, to be eligible for certification as a Company Fellow.
8. At Customer's expense, Physicians and Physician Extenders must complete all mandatory continuing education by the designated deadline.

D. Nursing Training

1. Company is solely responsible for the training of its nursing protocols to nurses that choose said training.
2. A minimum of two (2) days of shadowing during a scheduled rotation are required.
3. Nurses are strongly encouraged to access Company consultation support for six (6) to twelve (12) months after training.
4. Nurses must have twelve (12) months of experience implementing Company nursing protocols after training, including the treatment of twenty (20) patients, to be eligible for Company certification.
5. At Customer's expense, nurses must complete all mandatory continuing education by the designated deadline.

E. Behavioral Health Training

1. Company is solely responsible for the training of its behavioral health protocols to mental health/behavioral health counseling professionals/therapists that choose said training.
2. A minimum of two (2) days of shadowing during a scheduled rotation are required.
3. Counseling professionals and therapists are strongly encouraged to access Company consultation support for twelve (12) months after training.
4. Counseling professionals and therapists must have (12) months of experience implementing Company behavioral health protocols after training, including the treatment of twenty (20) patients, to be eligible for Company certification.
5. At Customer's expense, mental health/behavioral health professionals/therapists must complete all mandatory continuing education by the designated deadline.

Confidentiality of Company's Confidential Information and Trade Secrets

1. As a trainee, Customer is given access to selected portions of Company's Confidential Information and Trade Secrets. Customer agrees not to use, or assist anyone else in using, any

portion or aspect of Company's Confidential Information or Trade Secrets to the detriment of or against the interest of Company or Associated Entities, owners or other customers, or for any other purpose.

2. Customer shall sign a non-disclosure/confidentiality agreement at the beginning of training.
3. Customer recognizes the confidential nature of Company's Confidential Information and Trade Secrets pursuant to the Agreement, and agrees that it will, during the term of this Agreement and thereafter:
 - a. Keep Company's Confidential Information and Trade Secrets in its exclusive possession;
 - b. Require that any personnel of Customer given access to any of Company's Confidential Information or Trade Secrets be known to Company and sign a written agreement of confidentiality comparable in scope to that herein set forth; and
 - c. Safeguard the Company's Confidential Information and Trade Secrets and also assumes liability for the actions of its employees, independent contractors, and vendors for any failure to safeguard said Confidential Information and Trade Secrets.
4. Customer understands that the Standards and Procedures provide further confidentiality requirements and agrees to abide by the most current version of same.
5. This Agreement does not convey any license, agreement or other rights to any aspect of Company's Confidential Information, or under any legal or contractual basis including, but not limited to, trademark, copyright, patent or other intellectual property rights. Company has no implied obligation to grant any rights to Customer. Customer shall never claim to own any portion of Company's Confidential Information or Trade Secrets. Customer will inform Company if Customer discovers that someone else is making or threatening to make unauthorized use of Company's Confidential Information or Trade Secrets.
6. Customer acknowledges that Company will be irreparably injured if Customer and/or its personnel/employees violate the confidentiality, non-disclosure, and covenant not to compete obligations of this Agreement, and that Company will be entitled to a court order enjoining any such violation without the necessity of posting a bond.

Term and Termination

The term of this Agreement shall become effective on the Effective Date and will continue to be in full force and effect for an initial period of five (5) years, to be automatically renewed for three (3) year periods at a time, subject to the right of either party to terminate after the initial five (5) year period with at least six (6) months prior written notice to other party.

Indemnification

The Customer agrees to indemnify and hold harmless the Company against loss or threatened loss or expense by reason of the liability or potential liability of the Customer for or arising out of any claims for damages

Notices

All notices, save for notice of revised Standards and Procedures, will be in writing, delivered personally, by

Associated Entities and any other customers affiliated with the Company, hire any person who was an employee or officer of Company or any of its Affiliated Entities or who becomes an employee or officer of the Company or any of its Affiliated Entities during the five-year period immediately following the termination or expiration of this Agreement, or induce or attempt to induce any patient, supplier, licensee, licensor, franchisee or other business relation of Company or any of its Affiliated Entities to cease doing business with Company or any of its Associated Entities, or in any way interfere with the relationship between any such patient, supplier, licensee or business relation and the Company or any of its Associated Entities (including, without limitation, making any negative statements or communications about the Company or any of its subsidiaries).

Covenant Restriction Period

If Customer violates any covenant contained in this Agreement and Company institutes an action for Breach of this Agreement or for injunctive or other equitable relief, Company shall not be deprived of the benefit of the full restriction period as a result of the time involved in obtaining such relief. Accordingly, such period shall be deemed to have the duration specified in the Covenant Not to Compete and Covenant Against Solicitation as set forth above, computed from and commencing on the date on which relief is granted by a final order from which there is no appeal.

Enforcement

Because Customer has access to the Company's Confidential Information and Trade Secrets, Company and Customer agree that money damages will not be an adequate remedy for any breach of this Agreement. Therefore, in the event of a Breach or threatened Breach of this Agreement, Company and or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions of this Agreement, without posting a bond or other security. In addition, in the event of an alleged Breach or violation by Customer of this Agreement, the running of the applicable restrictive period will be tolled until such Breach or violation has been duly cured.

Assignment

Customer may not assign or transfer any part of this Agreement without the written consent of Company.

Personal Jurisdiction and Venue

The parties hereby submit to personal jurisdiction as provided in this section for the enforcement of this Agreement and waive any and all personal rights to object to such jurisdiction for the purposes of litigation to enforce this Agreement. Each party hereby consents to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and the United State District Court for the Eastern District of Louisiana over any action, suit, or proceeding which either party may at any time wish to file in connection with this Agreement or any way related to this Agreement. Each party hereby agrees that any action, suit, or proceeding to enforce this Agreement shall be brought in such courts and hereby waives any objection which such party may have to the laying of the venue of any such action, suit, or proceeding in any such court; provided, however, that the provisions of this section shall not be deemed to preclude Company from filing any such action, suit, or proceeding in any other appropriate forum.

WAIVER OF TRIAL BY JURY

EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ARISING OUT OF OR IN ANY WAY RELATING TO THE TRANSACTIONS WHICH ARE THE SUBJECT OF THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Applicable Law

This Agreement and the rights and obligations of the parties hereto shall be governed and construed in accordance with the internal laws of the State of Louisiana without regard to conflicts of law principles.

Entire Agreement

This Agreement shall constitute the entire agreement of the parties hereto and, save for the special provisions relative to revisions to the Standards and Procedures, may not be amended except in writing signed by all of the parties hereto. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. Parties acknowledge that business circumstances may necessitate the modification of this agreement.

Severability

It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The parties agree that each term and condition of this Agreement shall be considered severable; and if, for any reason, any provision or provisions, or portions thereof, herein contained are determined to be invalid, overbroad, or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable and binding, and such determination shall not affect the validity or enforceability of any other provision of this Agreement. The parties further agree that if any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, excessively broad, or otherwise unenforceable said court shall reform such provision to render it enforceable consistent with the intent of the parties. In the event that such an invalid, excessively broad, or otherwise unenforceable provision cannot be reformed such that it may be enforced, then said court shall, only to the extent necessary, strike the invalid, excessively broad or unenforceable provision and enforce the remaining provisions of this Agreement. If any such provision shall be held invalid in part, such invalidity shall in no way affect the rest of such provision which, together with all other provisions of this Agreement, shall likewise to the full extent consistent with law continue in full force and effect. Customer agrees that the restrictions set forth in this Agreement are reasonable and properly required for the adequate protection of Company's business, Confidential Information and Trade Secrets.

Waiver

Failure of Company or Customer to require the performance of any provision of this Agreement (as defined above) or to enforce their respective rights in response to non-performance or Breach (as defined above) shall not act as a waiver or prevent either party from subsequently requiring performance of such performance or enforcing the respective party's rights in response to such failure to perform or Breach.

Headings

The headings used herein are for convenience only and do not limit the contents of this Agreement.

Miscellaneous

The individuals signing this Agreement on behalf of the entities listed below warrant and represent that each has authority to sign this Agreement.

Attorney's Fees

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

ACKNOWLEDGEMENT AND ASSENT

By its signature below, Customer acknowledges receipt and review of the above Supply and Services Agreement, and assents to the provisions therein:

Signature of Customer

Date

Print Name

Email of Customer

Customer Cell Number

Clinic

Clinic Address

Clinic Phone number

Clinic Website

Clinic Email

AUTHORIZATION

APPROVED BY:

BR+ MD Consultants, LLC

By: _____
Richard F. Mestayer, III, M.D.
Founder and Owner

Date