PRACTITIONER TRADE SECRET AND RESTRICTION AGREEMENT

(Delos Therapy® Certification Program)

This Practitioner Trade Secret and Restriction Agreement (this "Agreement") is entered into as of the date of last signature below (the "Effective Date"), by and between:

Delos Therapy, LLC, an Illinois limited liability company, operating as “Delos Institute” (“Delos”); and _____, an individual and either (a) licensed [physical therapist / physical therapist assistant / occupational therapist / chiropractor / massage therapist / athletic trainer], or (b) a student currently enrolled in an accredited program for one of those professions and not yet licensed ("Practitioner").

Delos and Practitioner are each a "Party" and together the "Parties."

PRECONDITION TO THIS AGREEMENT

Practitioner has not received, and will not receive, any training in the Method (as defined below) unless and until Practitioner has executed this Agreement. Execution of this Agreement is a condition precedent to Practitioner's participation in any Delos training, and the training and certification opportunity described herein constitute the consideration for Practitioner's covenants in this Agreement.

RECITALS

A. Delos owns the Delos Therapy® trademark and has developed a proprietary manual therapy methodology (the "Method"), practiced at Delos's clinical locations in Chicago, Illinois.

B. Delos has established a tiered practitioner certification program, consisting of Levels 1 through 4 and an Instructor credential (collectively, the "Certification Program"), through which licensed healthcare professionals may train in the Method and, upon meeting the applicable competency requirements, hold themselves out as certified in the Method. This certification is a personal professional credential, comparable to a national clinical-technique certification, and is not a license to operate a business system; nothing in this Agreement prescribes or controls how Practitioner prices, markets, or operates Practitioner's own practice.

C. Practitioner desires to receive training in the Method and to participate in the Certification Program, and Delos is willing to provide such training and to make certification available, subject to the terms of this Agreement.

1. DEFINITIONS

1.1 "**Method**" means the proprietary manual therapy methodology owned by Delos, including all associated curriculum, technique sequencing, assessment protocols, and instructional frameworks, whether reduced to writing, recorded, or taught orally or by demonstration.

1.2 "**Confidential Information**" means the curriculum materials, technique sequencing documentation, instructional frameworks, assessment protocols, and other proprietary training materials that Delos designates as confidential and discloses to Practitioner in connection with the Method, including any curriculum detail, technique sequencing, or instructional framework disclosed to Practitioner, which constitutes Delos’s trade secret and confidential proprietary information regardless of whether separately marked confidential. Confidential Information does not include information that (a) is or becomes publicly available through no fault of Practitioner, (b) Practitioner lawfully knew before disclosure, or (c) Practitioner independently develops without reference to Delos’s materials.

1.3 "**Delos Marks**" means the word mark "Delos Therapy" and "Delos Therapy®," the Delos clinic logo, and any other trademarks, trade names, or logos owned by Delos.

1.4 "**Certification Badge**" means the tier-specific badge, seal, or digital credential graphic that Delos designs and issues to identify a practitioner's Level under the Certification Program.

1.5 "**Certified Practitioner**" means a Practitioner who currently holds an active, unrevoked, unsuspended, and unexpired certification at any Level under the Certification Program.

1.6 "**Level**" means each of Levels 1 through 4 and the Instructor credential comprising the Certification Program, each with its own competency requirements as described in Section 4.

1.7 "**Delos Network**" means the group of current Certified Practitioners eligible for inclusion in Delos's public practitioner directory and any associated client-referral mechanisms.

1.8 "**Student Practitioner**" means a Practitioner who, as of the Effective Date, is not yet licensed in an eligible discipline but is currently enrolled in an accredited program for one, as described in the Enrollment Agreement.

2. TRAINING; CERTIFICATION IS NOT GUARANTEED

2.1 Subject to Practitioner's execution of this Agreement, Delos will provide Practitioner access to training in the Method at the Level(s) for which Practitioner enrolls.

2.2 Completion of training does not itself confer certification. Certification at each Level requires Practitioner to satisfy the applicable competency requirements described in Section 4.

3. CONFIDENTIALITY AND TRADE SECRET PROTECTION

3.1 Practitioner acknowledges that the Confidential Information constitutes trade secrets and confidential proprietary information of Delos, developed at substantial effort and expense, and that Delos derives independent economic value from the Confidential Information not being generally known.

3.2 Practitioner shall (a) hold the Confidential Information in confidence using at least the same degree of care Practitioner uses to protect Practitioner's own confidential business information, and in no event less than reasonable care, (b) use the Confidential Information solely to perform the Method in Practitioner's own clinical practice, and (c) not disclose, publish, reproduce, or make available the Confidential Information to any third party, and not use the Confidential Information to train, instruct, or certify any other person, except as authorized in writing by Delos.

3.3 This Section 3 does not restrict Practitioner's use of Practitioner's own manual skill, judgment, and hands-on technique in treating Practitioner's own patients.

3.4 Upon expiration, revocation, or termination of Practitioner's certification, Practitioner shall promptly return or destroy, at Delos's election, all copies of Confidential Information in Practitioner's possession or control, and shall certify such return or destruction in writing upon request.

4. CERTIFICATION PROGRAM

4.1 Levels. The Certification Program consists of numbered Levels 1 through 4 and an Instructor credential. The title conferred is "Certified Practitioner" or, for the Instructor credential, "Certified Instructor," in each case at the Level held. The corresponding designation a Practitioner may state publicly is "Certified in Delos Therapy®, Level [X]" or "Certified Instructor in Delos Therapy®, Level [X]."

4.2 Competency Gate. Certification and each advancement in Level requires verification, in person, of Practitioner's competency, with rigor increasing by Level: Level 1 requires completion of training and a basic hands-on practical check; Level 4 and the Instructor credential require a demonstrated, evaluated practical examination using a real or standardized case. Delos shall maintain a written record of each competency evaluation.

4.3 Renewal. Certification is valid through the expiration date stated in Practitioner's certification record and must be renewed annually. Renewal requires: (i) Practitioner to be in good standing; (ii) payment of the annual renewal and directory-listing fee of $100 — an examination-and-directory fee tied to maintaining active certification and Delos Network directory eligibility under Section 9, not a fee for the right to operate a business — included in Level 1 tuition for the first year and disclosed to Practitioner at enrollment; and (iii) satisfaction of one annual education condition, met by any one of the following:

(a) attendance at any course or workshop taught by Delos, in any location and regardless of host or venue;

(b) completion of the short online refresher module provided by Delos and included in the renewal fee at no additional cost; or

(c) verified completion of an online education module that Delos has designated in writing as approved for renewal credit.

At least one pathway satisfying the education condition (currently pathway (b)) will always be available at no cost beyond the renewal fee. Completion of online content of any kind does not confer certification at any Level, nor advancement to any Level; certification and advancement require in-person competency verification under Section 4.2 in all cases.

4.4 Revocation and Non-Renewal. Delos may decline to renew, suspend, or revoke a Practitioner's certification, Certification Badge, and rights under Section 5, only upon one or more of the following defined grounds, and not otherwise:

(a) nonpayment of the renewal fee or failure to satisfy the renewal condition in Section 4.3;

(b) material breach of Section 5.3 (Prohibited Use) or Section 5.6 (Claims to Patients) — naming Practitioner's business "Delos Therapy," using the Delos clinic logo as Practitioner's own identity, stating or implying that Practitioner is a Delos location, employee, agent, or partner, or making a prohibited claim to a patient under Section 5.6;

(c) suspension or revocation of Practitioner's underlying state professional license;

(d) failure to maintain the insurance required by Section 10, which is not subject to a cure period given the nature of the harm;

(e) material breach of Section 3 (Confidentiality) or Section 7 (Restriction on Independent Training and Rebranding), which is not subject to a cure period given the nature of the harm; or

(f) material breach of Section 5 other than Section 5.3 or Section 5.6, or Section 12 (No Agency), not cured within thirty (30) days of written notice.

4.5 Suspension Pending Investigation. Independent of Section 4.4, Delos may temporarily suspend a Practitioner's certification, Certification Badge use, and directory listing, pending outcome, only upon one of the following objective triggers:

(a) a formal complaint accepted for investigation by Practitioner's licensing board concerning patient safety; or

(b) criminal charges filed against Practitioner involving patient treatment.

A suspension under this Section 4.5 is not a revocation. If the triggering investigation or charge is resolved in Practitioner's favor or otherwise cleared without a finding supporting a ground listed in Section 4.4, the suspension is automatically lifted and Practitioner's certification, Certification Badge use, and directory listing are reinstated in full, with the renewal period extended by the duration of the suspension. Revocation is available following the outcome of a suspension only if that outcome independently supplies a ground already listed in Section 4.4. Delos has no discretion to suspend on any trigger other than (a) or (b) above.

4.6 Certification remains active while a Certified Practitioner is in good standing under this Section 4. Delos will maintain a complaint-intake channel and conduct periodic spot-checks of Certified Practitioners' public marketing for consistency with Section 5, as part of Delos's trademark-quality-control and enforcement process under this Section.

4.7 Student Practitioners. For a Student Practitioner, certification does not issue upon completion of training and the competency evaluation described in Section 4.2. Certification issues, and this Agreement's Section 5 (Use of Delos Marks and Certification Badge) and Section 10 (Insurance) first apply, on the date certification issues in accordance with the Enrollment Agreement — not on the date of training. The renewal period described in Section 4.3 likewise begins on the date certification issues. Prior to certification issuance, a Student Practitioner remains fully bound by Sections 2 (Training), 3 (Confidentiality), and 7 (Restriction on Independent Training and Rebranding) of this Agreement from the Effective Date. If a Student Practitioner does not obtain certification under this Section 4.7 — whether because the 24-month licensure window in the Enrollment Agreement lapses without re-verification, or because Student Practitioner does not otherwise pursue licensure — this Agreement is deemed to terminate as to that Student Practitioner on the date twenty-four (24) months after the date Student Practitioner completed training, and Section 7's two-year restriction period runs from that deemed termination date rather than continuing indefinitely. Section 3 (Confidentiality) is not time-limited by this Section 4.7 and continues to apply for so long as the underlying information remains a trade secret, regardless of whether certification ever issues.

4.8 New York Practice Hold. At enrollment and again before certification issues, Practitioner represents the state or states in which Practitioner intends to practice using the Method. If Practitioner discloses an intent to practice in the State of New York, or Delos otherwise learns that Practitioner practices in New York, Delos may hold issuance of the Certification Badge, Practitioner's rights under Section 5, and Practitioner's inclusion in the Delos Network directory under Section 9, until Delos confirms the certification relationship is structured consistently with New York law as to that Practitioner. A hold under this Section 4.8 does not affect Practitioner's completion record, training, or the confidentiality and restriction obligations under Sections 3 and 7, all of which remain in effect during the hold. Delos will notify Practitioner in writing of any hold under this Section and will activate full certification status promptly once the New York-specific structuring is confirmed. This Section 4.8 is a hold on Delos's own performance, not a representation that any particular structuring will be available or that this Agreement complies with New York law as written.

5. USE OF DELOS MARKS AND CERTIFICATION BADGE

5.1 Permitted Use. A Certified Practitioner may: (a) state the designation "Certified in Delos Therapy®, Level [X]" as a credential Practitioner personally holds; (b) state that Practitioner is trained and certified in the Method; and (c) display the Certification Badge for Practitioner's current Level as a personal, non-transferable credential mark.

5.2 Restricted Use. A Certified Practitioner may not use “Delos Therapy” or any Delos Mark as the name of Practitioner’s own business, practice, or service offering. Subject to the foregoing, a Certified Practitioner may present “Delos Therapy®” as a named service on Practitioner’s own service menu and marketing, provided every such listing (i) uses the ® symbol and (ii) is immediately accompanied by the qualifier “provided by an independent Certified Practitioner” (or Delos’s then-current approved qualifier). Any listing that omits the required qualifier, or otherwise implies that Practitioner’s business is a Delos location, falls under Section 5.3’s prohibitions rather than this Section 5.2.

5.3 Prohibited Use. A Certified Practitioner may not: (a) name Practitioner’s business “Delos Therapy” or use “Delos” as Practitioner’s business identity; (b) use the Delos clinic logo as Practitioner’s own identity; or (c) state or imply that Practitioner is a Delos location, employee, agent, or partner, including by stating or implying “I am a Delos Therapist” or any similar formulation presenting Practitioner as Delos clinic staff — the permitted formulation is the held-credential designation in Section 5.1(a).

5.4 Badge Integrity. The Certification Badge may be displayed only in the exact form issued by Delos for Practitioner’s current Level — unaltered in design, color, proportion, and wording — and may not be modified, combined with, or incorporated into Practitioner’s own logo, business name, or trade dress. This requirement exists solely to protect the Certification Badge’s function as a source-identifying mark and to prevent consumer confusion about affiliation; it does not govern, and Delos does not require, whether or where Practitioner displays the Certification Badge at all. Display in any altered or incorporated form is unauthorized use under Section 5.3.

5.5 No Goodwill; Quality Control. All goodwill arising from Practitioner’s use of the Delos Marks and Certification Badge inures solely to Delos. Delos retains the right to inspect Practitioner’s public-facing use of the Delos Marks and Certification Badge for compliance with this Section 5.

5.6 Claims to Patients. In connection with the Method and the certification described in this Agreement, Practitioner shall not, in treatment, marketing, or any other communication with a patient or prospective patient: (a) state or imply that Practitioner diagnoses any medical condition; (b) guarantee a specific outcome, cure, or result; (c) claim the Method treats, cures, or prevents any named disease or systemic condition; or (d) make any claim about the Method that Delos itself could not substantiate. This Section 5.6 protects the integrity of the Delos Marks and the certification — what “Certified in Delos Therapy®” represents to a patient — and does not otherwise direct how Practitioner exercises clinical judgment within Practitioner’s own licensed scope of practice.

5.7 The rights granted in this Section 5 are personal to Practitioner, non-transferable, and revocable in accordance with Section 4.4, and suspendable in accordance with Section 4.5.

6. NATURE OF DELOS MARKS

The Delos Marks are licensed to Practitioner under an ordinary trademark license with the certification standards set forth in Sections 4 and 5, and do not constitute a registered certification mark under the Lanham Act. The Parties acknowledge that because Delos and its affiliated clinics provide therapy services under the Delos Marks, Delos could not maintain the Delos Marks as a true Lanham Act certification mark, which by law may not be used by its owner for the owner’s own services.

7. RESTRICTION ON INDEPENDENT TRAINING AND REBRANDING

7.1 Practitioner shall not train, instruct, certify, or license any other person in the Method, and shall not rename, rebrand, or hold out the Method as Practitioner’s own, in either case without Delos’s express prior written consent.

7.2 Duration. This restriction applies during the term of Practitioner's certification and for two (2) years following its expiration, revocation, or termination.

7.3 Scope. This restriction is limited to (a) use of Delos's Confidential Information as defined in Section 3, and (b) use of the Delos Marks or Certification Badge in connection with any competing training or certification activity. This restriction does not prohibit Practitioner from independently teaching manual therapy techniques under a different name using Practitioner's own general skill and knowledge, provided Practitioner does not use Delos's Confidential Information or Delos Marks to do so.

7.4 Reformation and severability of this Section 7 in a particular jurisdiction is governed by Section 18.7.

8. CLASSIFICATION

Practitioner is an independent contractor and licensee of Delos, and is not an employee, agent, partner, or joint venturer of Delos or any Delos-affiliated clinic. Practitioner has no authority to bind Delos or any Delos-affiliated clinic, and nothing in this Agreement shall be construed to create an employment relationship.

No Marketing Plan or Business Control. Delos does not provide Practitioner a business system, operating manual, site-selection or premises criteria, pricing guidance, staffing requirements, or territory protection, and does not direct Practitioner's hours, location, or supplier relationships. Practitioner is solely responsible for Practitioner's own business operations, pricing, and compliance with local licensing and business laws. This Section 8 states the actual nature of the relationship under this Agreement; it does not itself create rights or obligations beyond what the rest of this Agreement provides.

9. DELOS NETWORK; DIRECTORY

9.1 Upon certification, Practitioner becomes part of the Delos Network and is eligible for inclusion in Delos's public "find a certified practitioner" directory. Lapse, suspension, or revocation of certification removes Practitioner from the directory for the duration of the lapse, suspension, or revocation.

9.2 The economics, routing mechanics, and any fee or referral-split terms applicable to client leads generated through the Delos Network or directory are not addressed in this Agreement and, if adopted, will be set forth in a separate written addendum executed by the Parties.

10. INSURANCE

10.1 Throughout the term of certification, Practitioner shall maintain professional liability (malpractice/errors and omissions) insurance and commercial general liability insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Practitioner shall name Delos as an additional insured on Practitioner's commercial general liability policy and as certificate holder on both required policies, and shall furnish Delos a certificate of insurance evidencing the foregoing at issuance and at each annual renewal under Section 4.3.

10.2 Failure to maintain the insurance required by this Section 10, including failure to maintain Delos's additional-insured or certificate-holder status, is a ground for suspension of certification under Section 4.4(d).

11. INDEMNIFICATION

11.1 Practitioner shall indemnify, defend, and hold harmless Delos, its affiliated clinics, and their respective members, managers, officers, and employees from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any

treatment Practitioner provides to Practitioner's own clients or patients during the term of Practitioner's certification, or any treatment, at any time, that involves or is held out as the Method; (b) Practitioner's breach of this Agreement; or (c) Practitioner's violation of applicable law or Practitioner's professional licensing requirements.

11.2 This indemnification obligation survives the expiration, termination, or revocation of Practitioner's certification: as to Section 11.1(a)'s first clause, only for acts and omissions occurring during the term of Practitioner's certification; as to Section 11.1(a)'s second clause, for so long as Practitioner provides or holds out treatment involving the Method; and as to Sections 11.1(b) and 11.1(c), for acts and omissions occurring at any time Practitioner has held out as, or been, a Certified Practitioner.

12. NO AGENCY; APPARENT AUTHORITY DISCLAIMER

Nothing in this Agreement, and no marketing, badge, or credential issued under it, creates an employment, agency, partnership, or joint venture relationship between Practitioner and Delos. Practitioner shall not represent to any patient, client, or third party that Practitioner is an employee, agent, partner, franchisee, or representative of Delos, and shall, upon request, provide Delos's standard written disclosure clarifying Practitioner's independent status for use with Practitioner's own patients.

13. NAME AND LIKENESS

13.1 As an inherent feature of certification, Delos may publish Practitioner's name, credential Level, professional designation, and practice location in Delos's certification directory and registry, and may confirm Practitioner's certification status to inquiring third parties.

13.2 Any use of Practitioner's photograph, likeness, testimonial, or story in Delos marketing beyond the directory described in Section 13.1 requires Practitioner's separate, specific, written opt-in consent, which is revocable prospectively by Practitioner at any time by written notice to Delos.

14. OWNERSHIP

All Delos Marks, Confidential Information, Certification Badges, and other intellectual property provided to or used by Practitioner in connection with the Method remain the sole property of Delos. The assignment described in Section 18.6 assigns this Agreement; it does not itself transfer ownership of, or grant any license in, any Delos Marks, Confidential Information, Certification Badge, or other intellectual property. No provision of this Agreement transfers ownership of any such property to Practitioner.

15. REMEDIES

15.1 Practitioner acknowledges that a breach of Section 3 (Confidentiality), Section 5 or Section 6 (Marks), or Section 7 (Restriction on Independent Training) may cause Delos irreparable harm for which damages alone are an inadequate remedy, and that Delos is entitled to seek injunctive relief for such a breach in court — notwithstanding the arbitration agreement in Section 17 — in addition to any other remedy available at law or in equity, without the necessity of posting bond except as required by applicable law. No liquidated-damages clause applies to any breach of this Agreement; injunctive relief is the primary contractual remedy.

16. TERM AND TERMINATION

16.1 This Agreement is coterminous with Practitioner's certification under Section 4 and terminates upon expiration, non-renewal, or revocation of certification, except that Sections 3, 5.3 through 5.6, 7, 11, 12, 13, 15, 16, and 18 survive any termination or expiration of this Agreement.

17. GOVERNING LAW; DISPUTE RESOLUTION

17.1 This Agreement is governed by the laws of the State of Illinois, without regard to conflict of laws principles, except to the extent Section 18.7 requires application of another state's law to preserve enforceability of Section 3, 5, or 6 as to a particular Practitioner. The Parties shall first attempt direct, good-faith negotiation of any dispute arising out of or relating to this Agreement for fifteen (15) days. Any dispute not resolved through negotiation shall be settled by binding arbitration administered by ADR Systems in Cook County, Illinois, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Either Party may seek injunctive relief in court pending or notwithstanding arbitration, particularly to enforce Section 3, 5, 6, or 7.

17.2 Fallback Forum. If a court or arbitrator of competent jurisdiction determines the Cook County forum selection in Section 17.1 is unenforceable as to a particular Practitioner, the Parties consent to the courts of Practitioner's state of licensure for that dispute, or to arbitration administered by ADR Systems conducted remotely or through a neutral traveling to that state, and the restrictions in this Agreement shall be enforced under Illinois law or the law of that state, whichever preserves their enforceability, consistent with Section 18.7.

18. MISCELLANEOUS

18.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions or understandings on that subject.

18.2 This Agreement may be amended only by a written instrument signed by both Parties.

18.3 If any provision of this Agreement other than Section 7 is held invalid or unenforceable, the remaining provisions remain in full force and effect.

18.4 All notices under this Agreement shall be in writing and delivered to the addresses on file with Delos.

18.5 This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original.

18.6 Delos may assign this Agreement to an affiliate that conducts the Delos Institute program by emailing notice to Practitioner. The affiliate takes on all of Delos's obligations under this Agreement, and the assignment does not change Practitioner's rights or obligations.

18.7 Multi-Jurisdictional Compliance; Reformation. If a provision of this Agreement is determined to be invalid, unenforceable, or contrary to the public policy of the jurisdiction in which Practitioner is licensed or resides, that provision shall, as to that jurisdiction only, be reformed and narrowed to the minimum extent necessary to render it enforceable under that jurisdiction's law, and if it cannot be so reformed, shall be severed as to that jurisdiction only, without affecting the provision's validity in any other jurisdiction or the validity of the remaining provisions of this Agreement. This Section does not expand any restriction beyond what is otherwise stated in this Agreement, and does not itself create compliance with a jurisdiction's law where reformation is not legally available.

SIGNATURES

DELOS THERAPY, LLC, d/b/a DELOS INSTITUTE

By: _____

Name: _____

Title: _____

Date: _____

PRACTITIONER

By: _____

Name: _____

Title: _____

Date: _____