

PRACTITIONER / PROFESSIONAL
STUDENT / PATIENT / CLIENT &
CUSTOMER AGREEMENT

1. **QUANTUM REFLEX ANALYSISSM (QRASM) in CANADA,**
 2. **WAIVER & NON-DISCLOSURE AGREEMENT**
 3. **REGULATIONS REGARDING MAKING HEALTH CLAIMS**
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SECTION 1.

QRATM is Owned and operated by the *QUANTUM RESEARCH COUNCIL LLC* (QRC**)
*Texas Supplements LLC : 3500-B Wadley Place Austin, Texas, 78728***

And

Brian Gangel – Agent for New Millennium Living Ltd. (NMLL**)
Ontario Corporation 002048611 [Event Organizer] having its principal place of business at
5729 Lakeshore Road, Stouffville, Ontario, L4A 7X3. (Known as The Instructor)**

1. The Content of this Agreement is for the Practitioners / Professionals and Students enrolled in a certified Health Modality use and demonstration of QRA, Quantum Reflex Analysis, the QRA PROGRAM and other Related Information not limited to the following: Documents, Brochures, Manuals, Video's, and Recordings: known as the ("Licensed Goods") which is under the property rights of the Quantum Research Council LLC.

2. NMLL Indemnification. All Practitioners who are taught QRATM in Canada agree to indemnify (secure against any legal responsibility) New Millennium Living Limited, Brian Gangel, its' agents and/or instructors from any legal responsibility for any actions brought forth at any time in the future; the scope of which shall include but not be limited to: physical, emotional or mental pain or suffering through the use of any techniques or education demonstrated. This shall include the use of any supplementation, process or devices explained and/or demonstrated at the Quantum Science Summits.

3. Exclusive Canadian Marketing by NMLL. NML and its “Qualified Representatives” are hereby granted the exclusive right by QRC to market, promote and teach the QRA technique and the “QRA Program” in Canada to “Qualified Practitioners” (**see Qualified Practitioners document**)

4. Compliance of Activities. All activities pertaining to the teaching of the QRA technique and the QRA Program must be in compliance with NMLL / QRC’s current objectives, policies and procedures.

5. Medical Claims made for QRA. As part of this agreement, NML and its “Qualified Users of QRA” agree not to make medical claims for the QRA technique, the QRA Program or other statements that are disallowed by Health Canada. To avoid such potential disallowed medical claims, NMLL / QRC requires each of its “Qualified Users” to read, understand, date and sign the document, “QRC’s Guidelines for Making Claims about QRA”, (**see attached Form (section 3) : “QRC’s Guidelines for Making Claims about QRA”**)

6. Certification. Upon Completion of a QRA™ course in Canada, the student is not considered QRA™ Certified in the United States. They will be offered a certificate of completion of a stated number of QRA training hours and advised to complete their training with the Quantum Research Council.

SECTION 2.

Acceptance of Terms and Conditions for any Product Purchases

This Acceptance of Terms and Conditions for ANY Purchases (the “Agreement”) sets forth the terms of the relationship between New Millennium Living Limited (NMLL) and you as the purchaser or consumer (“you”) as it relates to the purchase of goods and services offered online or other methods through NMLL. website and/or related online links (the “Online Products”). You and NMLL. may be referred to in this Agreement collectively as the “Parties” or individually as a “Party.” You expressly agree to the terms of this Agreement by purchasing one or more Online Products.

1. Term of Agreement. This Agreement shall apply to your purchase of one or more Online or other Products offered through NMLL website and/or related online links example Eventbrite.com.

2. Online Products Used at Your Own Risk. You acknowledge and agree that you are not guaranteed to achieve any specific, personal, professional or financial results or earn any specific amount of income by purchasing one or

more of its Online Products. NMLL makes no promises, representations or warranties concerning the viability of any goals, you may identify or choose to pursue during or as a result of your purchase of one or more of its Online Products. You agree to use any one of the purchased Products at your own risk. You are solely responsible for any decisions and actions that result from your use of the Products. NMLL does not provide psychological, investment or financial advice. In addition, you are solely responsible for taking all actions necessary to ensure your medical safety.

3. Refund Policy. All Online Products are non-refundable. Any purchase by you is deemed completed upon submission and acknowledgement that the form of payment provided in connection with the transaction may be charged by NMLL.

4. Ownership Rights and Proprietary Information. NMLL and its affiliated entities own all right, title and interest (including all intellectual property rights or copyrights) relating to any and all works of authorship, designs, know-how, ideas, course materials, products, services and information made by (or its affiliated entities) or conceived or reduced to practice, in whole or in part, in connection with the Online Products or any Proprietary Information (as defined below). You agree that all materials provided by NMLL as part of the Products, which are confidential and proprietary in nature, will constitute NMLL's "Proprietary Information." You will personally use all materials related to the Products and not duplicate, replicate, distribute, copy or otherwise disseminate such materials to third parties without the prior written consent of NMLL.

5. Intellectual Property. You recognize and acknowledge that the trademarks, service marks, trade names, logos, patents and copyrighted materials (the Intellectual Property") associated with the Products. You will not take any action that would interfere with or infringe upon the NMLL Intellectual Property, including, but not limited to: (i) duplication or creation of works (including any derivative works) that are the same or substantially similar to the Intellectual Property; (ii) registration, creation or use of trademarks, service marks or domain names that are the same or substantially similar to the Intellectual Property; (iii) use, manufacture, import, or sales of any product or service that infringes upon the Intellectual Property; (iv) use of any Intellectual Property in any social media website, newsgroup, page, association, broadcast or other designation without the express written consent of NMLL and (v) any action that would pass off or create the appearance of an association with or endorsement by NMLL.

6. Modification. NMLL may modify or amend any of the terms and conditions contained in this Agreement, at any time and in NMLL sole discretion, by

posting a change notice or a new version of the Agreement on the applicable link for purchase of its Online Products or by otherwise advising you of the amendment/modification. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued purchase of any of Products following the posting of a change notice or a new version of the Agreement or following notice of the modification/amendment will constitute your binding acceptance of the new terms and conditions.

7. Indemnification. You will indemnify, hold harmless and defend nml (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) from and against any and all claims, expenses, costs, causes of action and damages (including those for personal injury, property damage and reasonable attorneys' fees) resulting from or arising out of your actions, your use of the purchased Online Products or your violation of this Agreement or applicable law.

8. Assignment. You may not assign this Agreement (or any obligations under this Agreement), by operation of law or otherwise, without NMLL's prior written consent.

9. Limitation of Liability. NMLL (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) shall not be liable for any indirect, incidental, special or consequential damages of any nature (including but not limited to claims for personal injury, property damage, losses of revenue, profits, use or data) arising in connection with this Agreement or your use of the Products, even if NMLL or its affiliated entities knew or should have known of the possibility of such damages. Further, NMLL's aggregate liability arising with respect to this Agreement and the applicable Online Products will not exceed the total amounts paid or payable by you for purchase of the Products.

10. Governing Law; Class Action Waiver. This Agreement will be governed by, and construed in accordance with, the laws of the Province of Ontario, without reference to rules governing choice of laws. You irrevocably and unconditionally waive, to the fullest extent permitted by law, any right you may have to participate as a representative or member of any class of claimants in any class action against NMLL, or any of its affiliated entities, now or hereafter pending relating to transactions evidenced by this Agreement or similar transactions.

11. Arbitration. Any dispute or claim arising out of or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), will be exclusively (except as provided below) resolved by

binding arbitration before AN Arbitration Association. One arbitrator will be selected using their procedures. The arbitrator will use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator will also render a written decision setting forth detailed findings of fact and conclusions of law, within 30 calendar days after the conclusion of the arbitration hearing. The arbitrator will not award attorneys' fees, or punitive, indirect, incidental, special, consequential, treble or other multiple or exemplary damages, and the Parties hereby agree to waive and not seek such damages. Either Party may seek judicial relief to compel the other Party to comply with the provisions of this Section, or seek injunctive or other equitable relief to protect its intellectual property rights, as long as (unless prohibited by applicable law) the remainder of the dispute or claim is submitted to arbitration. Awards will be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, Provincial, Federal or Foreign, having jurisdiction over the Party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

12. Legal Age. By entering into this Agreement, you represent and acknowledge that you are of legal age in the Province of your residency.

13. Relationship of Parties. You agree that by purchasing one or more of NMLL's Products you are acting as an independent contractor, and you are responsible for determining your own business activities. Nothing in this Agreement will create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.

14. Miscellaneous. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. NMLL's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of NMLL's right to subsequently enforce such provision or any other provision of this Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement, and revokes and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral or written, between the Parties and is intended as a final expression of their agreement.

SECTION 3.

The Quantum Research CouncilSM

QRC's Guidelines for Making Claims about QRASM

For All Qualified Practitioners, Professionals & Health Students

"Collectively known as "Qualified Representatives"

1. **Medical Claims.** “Qualified representatives,” of QRASM (Quantum Reflex AnalysisSM), may not make claims to any individuals that QRASM can mitigate, diagnose, treat, prevent or cure any medical condition. They should follow all guidelines by Health Canada regarding medical statements.
2. **Medications.** “Qualified representatives” may not make recommendations regarding the medications that a practitioner’s client may be taking, including dosage levels. NML’s “qualified representatives” and instructors of QRASM may not state or infer that taking nutritional supplements can replace or reduce the need for doctor-prescribed medications.
3. **Medical Conditions.** “Qualified representatives” may not offer medical information or advice to practitioners clients about specific medical diseases or conditions and should follow the guidelines of Health Canada regarding medical claims.
4. **Questions about a Medical Condition.** If a client specifically asks, “Can QRASM cure ... [a medical condition]?”, “qualified representatives” should respond appropriately by saying something like: “The FDA and/or Health Canada does not allow us to make any medical claims. QRASM **does not diagnose, treat, cure or prevent any medical condition.**” However, QRASM practitioners might follow up by mentioning: “However, QRASM is an excellent practitioner technique for nutritional balancing. May I offer you more information about it?”
5. **Supplement Claims.** “Qualified representatives” may not make claims that a nutritional supplement can mitigate, diagnose, treat, prevent or cure any medical condition. QRASM “qualified representatives” are allowed to make nutritional supplement claims as indicated on

a company's nutritional product label and their product literature and in accordance with Health Canada's health regulations.

6. **Medical Emergencies.** In the event that a QRASM practitioner's client is experiencing severe symptoms while in the practitioner's office (such as nausea and vomiting, inability to stand, heart attack-like symptoms, etc.), the "qualified representatives" should immediately refer the client to their physician or to the nearest hospital and in accordance with Health Canada's health regulations. Call 911 immediately and an ambulance should be called if necessary.

7. **Credentials.** All degrees or certifications of "qualified representatives" listed on their business cards or in QRASM promotional literature must be current and up to date. NML's "qualified representatives" of QRASM are responsible for providing a copy of their certification/credentials to NML to keep on file. In the event that a certification/credential lapses, the "qualified representatives" are responsible to inform us within 7 days that their credentials are out of date. The "qualified representatives" may not promote or advertise credentials that are out of date.

Other Guidelines. Other guidelines may apply and be potentially added to this document, from time to time. We will notify you of any changes within a reasonable time frame.

**Signing OFFICER of the Quantum Health Science Summit /
New Millennium Living Limited:**

Brian Gangel
