

**Lawyers Educational Program Agreement**

This Agreement dated below is between the Academy of Chiropractic, a subsidiary of CMCS Management, Inc. ("CMCS") and the facility below ("Facility"). CMCS has agreed to serve as a consulting entity for the Facility. The Facility desires to engage CMCS, and CMCS desires to be engaged by the Facility, upon the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, CMCS and Facility agree as follows: CMCS shall 1) twice per month prepare educational materials and post them on CMCS's Web site for the facility to utilize as deems necessary 2) provide Facility a username and password monthly for the unlimited internet consulting 3) Provide reasonable individual consulting on an "as need" basis 4) Shall bill the facility's credit card \$199 per month commencing on the date of this agreement until termination as described herein 5) A one-time \$225 set-up fee will be charged to the facilities credit card. 6) A one-time \$75 fee for each additional doctor in the practice to cover credentialing and additional time for questions. The Facility is solely responsible for the creation of all databases and the transmission of any materials. Facility also understands that any transmission and distribution of said educational material is solely and completely within facility's discretion as CMCS does not transmit any materials, nor facilitate the transmission of any materials, nor create any databases.

This agreement, upon 15 days written or electronic notice, with confirmation from CMCS, may be terminated for any reason by the Facility and for any reason at any time by CMCS provided CMCS has met its timely obligation to the Facility. For termination, the Facility MUST send an e-mail notice to CMCS. Until that e-mail has been received the Facility agrees that it shall be responsible for the monthly fee as per this agreement with no pro-rata refunds. The date stamp on the e-mail is the only valid form of verification of termination. Once a Facility enters into the agreement and a username and password have been given to the facility by CMCS, there will be no refund of any funds as CMCS has no way of reversing the action and the Facility is forever bound to the confidentiality statement.

The Facility also understands and agrees that the educational content sent by CMCS is the sole property of CMCS. Furthermore, the Facility shall not: Reveal, report, publish, disclose, fax or use any confidential, proprietary or information related in any way to the information, faxes, copies or any material sent to you, or revealed to you by CMCS except with CMCS's written consent. Furthermore, CMCS shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief CMCS deems appropriate including, but not limited to injunctive relief, without the necessity of the posting of any bond or security. This right shall be in addition to any other remedy available to CMCS in law or in equity. Recipient also understands and agrees that it or any of its employees breach this agreement that Facility and the individual will be personally liable for any and all damages, including but not limited to all reasonable legal fees.

The Facility shall indemnify and hold harmless CMCS, its agents, employees and principals from any and all issues, claims and matters, disputes of any nature whatsoever arising from the terms of this agreement and/or any services or actions rendered by CMCS to the Facility.

The facility also understands that CMCS does not render any legal opinions and it is the responsibility of the facility to seek legal counsel regarding facility's state and federal regulations, including but not limited to all transmitted materials and recommendations. This Agreement may not be amended, altered or supplemented except by a written agreement executed by both parties. Any litigation arising from this Agreement shall be maintained in the Supreme Court of the State of New York in and for the County of Suffolk, which shall have exclusive jurisdiction.

Doctor's Signature

Date:

Doctor's Name (PRINT)

Address

Phone #

Fax#

Cell #

Credit Card #

Expiration Date

E-Mail Address

For CMCS Management, Inc  
Mark Studin DC



**Sign and Fax to 661-843-1062**

**ONCE RECEIVED, YOU WILL BE E-MAILED INSTRUCTIONS WITHIN 24 HOURS TO GET STARTED**