

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, between AT Direct Sports Medicine, LLC (“AT Direct”), an Arizona limited liability company having its principal place of business at 6424 E Fairfield St, Mesa, AZ 85205, and _____, an athletic trainer duly qualified as further defined herein, located at _____ (the “Athletic Trainer”) (together, the “Parties”).

RECITALS

AT Direct desires to engage the Athletic Trainer’s services for the purposes described herein; and

The Athletic Trainer desires to provide such services, as set out herein;

THEREFORE IT IS HEREBY AGREED:

I. Appointment as Independent Contractor

All services rendered by the Athletic Trainer to AT Direct under this Agreement are in the nature of an independent contractor. No employer-employee relationship is created between AT Direct and the Athletic Trainer under this Agreement. The Athletic Trainer shall act within the scope of this Agreement, however while acting within that scope shall have independent discretion to make those decisions regarding methods, modalities, and techniques in the application of athletic training services, as defined herein and as permissible given the qualifications and training of the Athletic Trainer.

If the Athletic Trainer is an entity rather than an individual, the Athletic Trainer shall inform AT Direct in writing of the individual(s) in the Athletic Trainer’s employ (or under contract) who will provide services under this Agreement. Such individuals must possess the requisite qualifications as otherwise required herein. The Athletic Trainer is wholly responsible for compensation of any individuals employed or contracted by the Athletic Trainer to provide services under this Agreement.

II. Services to be Provided

The Athletic Trainer shall provide to AT Direct the following services:

A. Attendance and provision of athletic training services at designated athletic events for which AT Direct has been engaged to provide such services. “Athletic training services” shall be understood to mean the provision of the following services, within the scope of training, practice, and qualifications of an athletic trainer duly qualified and licensed in the jurisdiction where the event is taking place:

1. Injury/illness prevention and wellness protection for athletes participating in events.
2. Clinical evaluation and diagnosis.
3. Immediate care of acute illness and injury.
4. Treatment, rehabilitation, and reconditioning.
5. Organizational and professional health and well-being.
6. Therapeutic intervention.
7. Communication with supervising physician and, if applicable, referral to emergency services in cases of emergency.

B. Provision of athletic training services under this Agreement may include services provided outside the scope of time of a designated athletic event, for example, in cases of rehabilitation and reconditioning treatment in between events or during training, or in fulfilling responsibilities to follow up and communicate with physicians or other personnel.

III. Fees and Expenses

A. AT Direct shall pay the Athletic Trainer on a project-by-project basis. The fee shall be agreed upon in advance. The fee may take the form of a flat fee for a given assignment, an hourly rate, or any such other reasonable arrangement agreed upon by the Parties and acknowledged in writing. Any such writing evidencing the fee agreement for a given project shall become incorporated into this Agreement and made a part hereof as if fully set forth herein. For purposes of this Agreement, email correspondence between AT Direct and the Athletic Trainer that indicates a clear offer and acceptance of fee

terms, set out with appropriate specificity, shall constitute a writing sufficient to satisfy this requirement.

B. The Athletic Trainer shall be responsible for all out-of-pocket expenses incurred in connection with the performance of services under this Agreement. Expenses includes supplies and equipment. Athletic Trainer acknowledges that any such expenses shall be borne solely by the Athletic Trainer, unless otherwise specified in the separate fee agreement for an event.

C. AT Direct shall pay all fees earned by the Athletic Trainer within thirty (30) days of the conclusion of the project for which the services were performed.

IV. Term of Agreement

This Agreement shall run for twenty-four months from the date first indicated above. It shall automatically renew for successive six (6) month periods thereafter, unless either Party gives notice to the other Party of the intent not to renew at least thirty (30) days prior to the next pending automatic renewal date.

AT Direct may terminate this agreement at any time, with or without cause. "Cause" is defined as (1) theft, dishonesty, or falsification of any record, (2) any act of fraud or embezzlement, (3) any arrest, charge or conviction for any felony or misdemeanor involving an act of dishonesty, moral turpitude, deceit or fraud, (4) any act of dishonesty or misconduct (whether or not in connection with the rendering of any services pursuant to the terms of this Agreement) that affects, in AT Direct's sole discretion, AT Direct's business, goodwill or reputation or materially compromises the Athletic Trainer's ability to represent AT Direct, (5) improper disclosure of AT Direct's confidential or proprietary information, (6) any intentional act or omission by the Athletic Trainer which, in the sole discretion of AT Direct, has a material detrimental effect on AT Direct's reputation or business, or (7) any material breach of this Agreement.

In the event of a termination without cause, AT Direct shall pay to Athletic Trainer all compensation earned as of the date of termination. In the event of a termination with cause, AT Direct shall not be obligated to pay Athletic Trainer any compensation other than what has been paid to Athletic Trainer through the date of such termination for cause.

V. Indemnification

The Athletic Trainer shall indemnify, defend and hold harmless AT Direct and its affiliates and each of their respective members, shareholders, owners, partners, managers, officers, agents, employees and other representatives, from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“Company Losses”) arising out of or resulting from any third party allegation, claim, suit, action or proceeding related to or arising out of: (i) the breach of this Agreement by Athletic Trainer, (ii) Athletic Trainer’s business operation, including, without limitation, Athletic Trainer’s business operation at or in respect of an athletic event for which services are performed under this Agreement, (iii) Athletic Trainer’s exercise of any of its rights granted under this Agreement, (iv) any injuries, illness or death of persons, and/or damage to property, including, without limitation, the event premises, arising out of, or incidental to Athletic Trainer’s performance or activities under this Agreement or in or about the event premises, (v) any claim(s) arising from any taxing or other authority related to the services performed and/or compensation provided under this Agreement; (vi) any and all claims or liabilities of any kind arising out of Athletic Trainer’s alleged or actual non-compliance with federal, state, county, city or other laws, regulations, codes, orders, or requirements, including without limitation all applicable safety and HIPAA laws; or (vii) the negligence or willful misconduct or omission of Athletic Trainer or any of its employees, agents, representatives or any other individual or entity under Athletic Trainer’s control (contractual or otherwise). Athletic Trainer acknowledges and agrees that this Section V shall survive any termination or expiration of this Agreement indefinitely and that Athletic Trainer’s indemnity obligations set forth in this Section V shall not be limited to the limits or terms of the liability or other insurance required to be obtained by Athletic Trainer under this Agreement or as may be otherwise required by applicable law.

VI. Non-Solicitation

Athletic Trainer agrees that while engaged to perform services for AT Direct, other than in the proper performance of such services for AT Direct, and for a period of twenty-four (24) months after such services end for any reason, Athletic Trainer shall not solicit or attempt to solicit business, directly or indirectly, from AT Direct’s customers or

actively sought prospective customers with whom Athletic Trainer had material contact while performing services for AT Direct, for the purpose of providing products or services that are competitive with those provided by AT Direct. While performing services for AT Direct and for a period of two (2) years following the cessation of Athletic Trainer's services with AT Direct for any reason, Athletic Trainer will not employ, retain, solicit for employment or retention, knowingly assist in the employment or retention of, or seek to influence or induce to leave AT Direct's employment or service, any individual who is currently employed by or providing services to AT Direct or was employed by or providing services to AT Direct at any time while Athletic Trainer was performing services for AT Direct.

For the purposes of this Section VI, "Athletic Trainer" includes any and all representatives or agents of Athletic Trainer who are utilized by Athletic Trainer to perform the services under this Agreement, (b) "customer" shall mean any customer or actively-sought prospective customer of AT Direct with whom or with which Athletic Trainer had material contact in an effort to sell or provide products, programs or services on behalf of the AT Direct, and (c) "material contact" shall mean contact between Athletic Trainer and each customer (i) with whom Athletic Trainer dealt; (ii) whose dealings with AT Direct were coordinated or supervised by AT Direct; or (iii) who receives products or services authorized by the AT Direct, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Athletic Trainer within two (2) years prior to the date of the cessation of this Agreement for any reason.

VII. Proprietary Information

AT Direct's Proprietary Information includes Confidential Information and Trade Secrets. Confidential Information has many forms, all of which require the protection of the legitimate business interests of AT Direct. "Confidential Information" means data and information relating to the business of AT Direct; disclosed to Athletic Trainer or of which Athletic Trainer became aware as a consequence of Athletic Trainer's services for AT Direct, or work product developed by Athletic Trainer while performing services for AT Direct; having value to AT Direct; and not generally known or available to competitors of AT Direct. Subject to the foregoing, Confidential Information includes, but is not limited to, business development; business plans; operating procedures; marketing programs; lists of prospective and actual customers and contact information; financial information; customer or athletic medical information; information protected by

HIPAA, information and documents covered by the attorney-client or work product privileges; supplier/vendor information and lists; pricing information; legal strategies; investigative records; research, testing methodologies and results; computer programs; programs and protocols; product plans; products; markets; software; source code; technology; designs, and related items used by AT Direct in its business; whether memorized, contained in written form, computerized records, models, prototypes, or any other format and any and all information obtained in writing, orally, or visually from providing Services to AT Direct. Confidential Information shall not include any information that enters the public domain through lawful means.

“Trade Secrets” of AT Direct shall have the meaning ascribed by Arizona law.

Athletic Trainer agrees not to use, utilize, disclose, or reverse engineer AT Direct’s Confidential Information or Trade Secrets for any purpose other than AT Direct’s business, unless authorized in writing by AT Direct. The covenants made by Athletic Trainer herein are in addition to, and not exclusive of, any and all other rights to which AT Direct is entitled under federal and state law, including, but not limited to, rights provided under copyright and trade secret laws, and laws concerning fiduciary duties. Athletic Trainer’s obligations under this section shall remain in effect during the term of this Agreement and after cessation of services under this Agreement, for any reason as long as the information constitutes a Trade Secret under applicable law and/or Confidential Information as defined above.

To the extent Athletic Trainer has any documents, files, equipment or other property belonging to AT Direct, Athletic Trainer agrees to return such materials promptly to AT Direct following the cessation of services under this Agreement.

VIII. Representations & Warranties

Athletic Trainer represents and warrants at all times during the performance of services under this Agreement that the following statements are true:

A. The execution and delivery of this Agreement and the performance of services by Athletic Trainer under this Agreement will not violate or conflict with any provision of; and does not, nor will it, constitute a default or breach of (i) any contract, agreement, or other instrument to which Athletic Trainer is a party; (ii) any order, writ,

injunction, decree or judgment of any court or governmental agency; or (iii) any law, rule or regulation applicable to Athletic Trainer;

B. Athletic Trainer is legally authorized to work in the United States;

C. Athletic Trainer is qualified to perform the services of a certified athletic trainer, meaning, at a minimum, Athletic Trainer is certified by the National Athletic Trainers' Association Board of Certification and is licensed in the state where rendering services under this Agreement;

D. Athletic Trainer shall comply fully with all applicable federal, state, and local laws in the performance of services under this Agreement.

E. In the event Athletic Trainer is an entity, the entity is lawfully incorporated or organized in the state where rendering services under this Agreement;

F. Athletic Trainer agrees to maintain in full force and effect at all times while performing services under this Agreement, a professional liability policy at coverage levels prescribed by AT Direct, unless such requirement is waived in writing by an authorized representative of AT Direct. Athletic Trainer shall supply satisfactory proof of such insurance upon demand.

IX. General Provisions

A. Severability. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the subsidiaries, affiliates, successors and permitted assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any rights or obligations under this Agreement may be assigned by Athletic Trainer without the prior written consent of AT Direct.

C. Entire Agreement. This Agreement and any exhibits (including any written correspondence regarding payment for a specific event, as may be delivered from time to time in accordance with the terms of this Agreement) attached hereto and incorporated

herein by reference set forth the entire agreement of the parties and supersede any and all prior agreements and understandings with respect to the subject matter addressed herein.

D. Notice. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by email. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement (or if by email to the respective email addresses indicated below the signature blocks for each party), but each party may change their respective address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed on the fifth business day after mailing; and emailed notices will be deemed delivered upon transmission, or the next business day if transmission occurs after normal business hours.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Venue for any dispute arising under this Agreement shall be the state and federal courts having jurisdiction in the County of Maricopa, Arizona. As a condition of AT Direct's engagement of Athletic Trainer to perform the Services, Athletic Trainer hereby consents and waives any objection to the exclusive jurisdiction and venue of the state courts of Arizona, with respect to any action that may arise out of such engagement or this Agreement.

F. Taxes. As Athletic Trainer is engaged as an independent contractor under this Agreement, Athletic Trainer is solely responsible for any and all state, federal, and local tax obligations accruing to Athletic Trainer as a result of services provided under this Agreement. AT Direct will not withhold taxes from compensation paid to Athletic Trainer. AT Direct will not provide unemployment insurance or workers compensation insurance to Athletic Trainer. AT Direct will not provide any employee benefits to Athletic Trainer. At the end of each calendar year, AT Direct will report all compensation paid to Athletic Trainer on IRS Form 1099 as non-employee compensation.

G. Remedies. Athletic Trainer agrees that the restrictions contained in this Agreement, in view of the nature of the business in which AT Direct is engaged, the investment and value that AT Direct has in Athletic Trainer's services, and Athletic Trainer's access to Proprietary Information, are reasonable and necessary in order to protect AT Direct's legitimate business interests. Athletic Trainer acknowledges and

agrees that any breach by Athletic Trainer of any of the covenants contained in this Agreement will result in substantial and irreparable injury to AT Direct. Therefore, Athletic Trainer agrees that AT Direct will have the right to obtain an immediate injunction to prevent any breach and/or threatened breach of this Agreement and/or to compel specific performance of this Agreement, without prejudice to any other rights and remedies that AT Direct may have for a breach of this Agreement. Athletic Trainer acknowledges that an injunction would be appropriate to enforce the terms of this Agreement, and agrees not to oppose the granting of such relief and agrees to waive any requirement for securing or posting a bond in connection with such remedy. If AT Direct is the prevailing party in any legal proceeding to construe, apply, interpret, enforce, or defend any of the AT Direct's rights in this Agreement, Athletic Trainer agrees that AT Direct shall be entitled to and awarded all reasonable costs, expenses, and attorney fees incurred by AT Direct in such proceedings. The existence of any claim, demand, action or cause of action of Athletic Trainer against AT Direct, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by AT Direct of any of the covenants contained herein but may be asserted by way of counterclaim or other action as a separate claim for damages.

H. Amendments. No provision of this Agreement may be altered, waived, modified or changed unless in writing and signed by the parties hereto. No alleged verbal agreements, modifications or understandings shall be enforceable.

I. Advice of Counsel. Each Party has read and understands all of the terms and provisions of the Agreement, and has had the opportunity to consult with legal counsel or has waived the right to do so. The parties agree that this Agreement will not be construed against any party by reason of the drafting or preparation of the Agreement.

J. Headings. Paragraph headings, numberings, and other structuring devices contained herein are for convenience and reference only, and shall not be deemed to impart substantive meaning to any provision or condition of this Agreement.

K. Counterparts. This Agreement may be executed in one or more counterparts which shall constitute a single, executed Agreement. For purposes of execution, facsimile or other electronic signatures shall be legally binding and valid.

[Signatures following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective the date first above written.

AT Direct Sports Medicine, LLC

Individual Athletic Trainer or Entity:

By _____
Cassandra McKay, Owner

By _____
Signature of Individual Athletic
Trainer or Entity's Authorized
Representative