

Internship Consent & Non-Disclosure Agreement

I. The Parties. This internship consent & unilateral non-disclosure agreement, hereinafter referred to as the “Agreement” effective as of **TODAY'S DATE**, hereinafter referred to as the “Effective Date,” is by and between:

Releasor described as a business entity known as Vet XPS inc. (“Releasor”)

AND

Recipient described as 1 individual known as **INTERN NAME** (“Recipient”)

Participant First & Last Name: **INTERN NAME**

Parent / Legal Guardian First & Last Name: **INTERN PARENT NAME**

Emergency Contact Phone Number: **INTERN CONTACT**

II. Confidential Information. The term “Confidential Information” includes, but is not limited to, all information owned by the Releasor and not generally known to the public or in the relevant trade industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Recipient in the scope and course of their relationship with the Releasor, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes, or other business and technical information belonging to any client of the Releasor, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contracts, and other proprietary information relating to the business of the Releasor and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value.

III. Non-Disclosure. The Recipient agrees that it shall have the obligation to:

- a. Hold the Confidential Information in the strictest of confidence;
- b. Not use the Confidential Information for any personal gain or detrimentally to the Releasor;
- c. Take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
- d. Not disclose the fact that Confidential Information has been made available or that discussions and negotiations are taking place or have taking place or any of its terms, conditions or other facts with respect to the transaction; and

- e. Not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Recipient of their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.

IV. Exceptions to Confidential Information. The Recipient shall not be restricted from disclosing or using Confidential Information that:

- a. Was freely available in the public domain at the time it was communicated to the Recipient by the Releasor;
- b. Subsequently came to the public domain through no fault of the Recipient;
- c. Is in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Releasor;
- d. Is independently developed by the Recipient or its representatives without reference to any information communicated to the Recipient by the Releasor;
- e. Is provided by Recipient in response to a valid order by a court or other governmental body, as otherwise required by law; or
- f. Is approved for release by written authorization of an officer or representative of the Releasor;

V. Use or Disclosure of Confidential Information. Recipient shall only use the Confidential Information as directed by the Releasor and not for its own purposes or the purposes of any other party. Recipient shall disclose the Confidential Information received under the Agreement to any person within its organization only if such persons are on a "need to know" basis. Recipient shall advise each person to whom disclosure is permitted that such information is the confidential and proprietary property of the Releasor and may not be disclosed to others or used for their own purpose. This section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs, and assigns.

VI. Notice of Disclosure. In the event that the Recipient receives a request or is required (by deposition interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Recipient agrees, if legally permissible, to (a) promptly notify the Releasor of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the Releasor on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the Releasor in seeking a protective order or the appropriate remedy; provided, however, that the Recipient shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that Releasor waives compliance with provisions hereof, the Recipient shall not be liable for such disclosure

unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Recipient not permitted by this Agreement.

VII. Term. This Agreement, with respect to Confidential Information will remain in effect for perpetuity.

VIII. Return of Confidential Information. Upon request from the Releasor or upon the termination of negotiations and evaluations between the Parties, Recipient will promptly deliver to Releasor all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Recipient shall also return to Releasor all equipment, files, and other personal property belonging to Releasor. Recipient shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

IX. Indemnification. The Parties agree to indemnify and keep each other, at all times, fully and effectively indemnified in respect of any and all claims, demands, losses, damages, liabilities, costs and or expenses of any kind whatsoever incurred by the Releasor which arise out of or in connection with any breach of this Agreement by the Recipient.

X. Notice. Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below indicated:

Releasor Address: 584 Penelope Pl Concord, NC, 28025

Recipient Address: INTERN NAME & ADDRESS

If the above stated addresses should change both Parties shall specify by certified mail, with return receipt to one another.

XI. Covenants. The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests, and proprietary rights of the Releasor and that the parties hereto have independently discussed, reviewed, and had the opportunity of legal counsel to consider this Agreement.

XII. Authority. This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.

XIII. Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

XIV. Binding Arrangement. This Agreement will be binding upon and inure to the benefits of the parties hereto and each Party's respective successors and assigns.

XV. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

XVI. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in the State of North Carolina.

XVII. Authority. Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking, or other fact or circumstance which would prevent its full execution and performance of this Agreement.

XVIII. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

XIX. Execution. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the undersigned date.

XX. Intellectual Property Information Agreement. Recipient agrees to transfer ownership of intellectual property to Releasor related to developments and/or contributions by Recipient deemed solely by Releasor including but not limited to patentable inventions, copyrightable works, trademarks, software, and materials collected such as datasets and biological and/or non biological specimens.

XXI. Internship Consent. I certify that I am the participant or parent / legal guardian of the above described individual. I certify I am mentally competent, under no duress or the influence of drugs or alcohol, and am over the age of 18. I certify that the information above describing me and/or my child is correct. I consent to and authorize the release of the participant described above from the medical, financial, and non-medical care of Vet XPS™, and it's doctors, employees, interns, students, and governing bodies. In doing so, I release Vet XPS™ and it's doctors, employees, interns, students, and governing bodies from all medical, financial,

and non-medical responsibility for the participant described above. I understand that veterinary medicine carries inherent risk and danger of potential injury to the participant described above which includes but is not limited to animal bites, animal scratches, bleeding, allergic reaction, anaphylaxis, respiratory distress, death, muscular injury, thermal burn, diarrhea, nerve damage, head trauma, fractured legs, bone injury, failure of equipment, tendon or ligament injury, heat stroke, seizures, eye injury, vision loss, pain, worsening or loss of motor function, cancer, suicidal thoughts, suicide, permanent injury, depression, anxiety, and stress related conditions, as well as infectious bacterial, viral, parasitic, fungal, and prion zoonotic diseases potentially communicable from animals, owners, the environment, Vet XPS™ equipment, Vet XPS™ supplies, Vet XPS™ staff, and Vet XPS™ medical waste.

I consent to and authorize the participation of myself or my child including but not limited to the following veterinary procedures orthopedic exam, ultrasonic imaging, thermal imaging, holographic imaging, class IV laser therapy, shock wave therapy, sonopuncture, stem cell therapy, platelet rich plasma therapy, aromatherapy, acupuncture, aquapuncture, acupressure, pulsed electromagnetic field therapy, instrument assisted massage, cryotherapy, thermotherapy, local anesthesia, intra-articular injections, blood draw, intramuscular injections, subcutaneous injections, intravenous injections, balance & resistance band training, therapeutic ultrasound, strength & agility training, emergency care & procedures, medication dispensing & administration, treats, and sedation deemed necessary. In the event of cardiac arrest, I authorize resuscitation measures to be performed on myself or my child. I authorize the video and/or audio likeness of my property's interior and/or exterior, my vehicle(s), myself, my children, and my belongings to be used for educational and promotional purposes to the benefit of Vet XPS™ and I waive my entitlement to any compensation or legal action against Vet XPS™, its employees, students, interns, and governing entities for such video and/or audio likeness of my animal(s), my property's interior and/or exterior, my vehicle(s), myself, my children, and my belongings. Myself or my parent / legal guardian can be reached most readily at the phone number described above. I agree to pay in full for the cost of any medical, legal, or governmental procedures needed for myself or my child as well as any additional cost that may be incurred over the course of the internship as a result of myself or my child including but not limited to damaged, destroyed, suspected stolen, or lost equipment, supplies, animals, owners or agents of the owner property, and/or public property. I understand Vet XPS™ will collect my personal information and utilize it for the purpose of veterinary business, veterinary research, or any other business and/or research ventures. I waive my right to legal action against Vet XPS™ for the utilization and sharing of my personal data, including but not limited to veterinary data, email address, phone number, home address, services and products purchased, and all veterinary medical records of my animal in the past, present, and future. I understand that risks and potential complications exist with the practice of veterinary medicine which cannot be prevented. I waive the option of legal action against Vet XPS™, its employees, students, interns, and governing entities, in the event I am injured, my children are injured, any of my animal(s) are injured, and/or my property is damaged. Should I request, or it become necessary to handle any animal myself or by my children, I waive the option of legal action against Vet XPS™, its employees, students, interns, and governing entities, as well as in the event myself, my children, my animal(s), any future generations of myself, my children, and/or my animal(s)

experience or commit the following including but not limited to permanent injury, diagnosis of cancer or any disease or syndrome at any point in the future, suicidal thoughts, career change, medication exposure, radiation exposure, laser emission exposure, offensive material, language, or treatment by owners or agents of the owner, suicide, murder, crime or unwanted behavior of any kind in the future, depression, anxiety, and stress related conditions, and/or if my property is damaged.

I HAVE READ AND UNDERSTAND THIS CONSENT AND VOLUNTARILY EXECUTE MY AUTHORIZATION.

Recipient or Recipient's Parent / Legal Guardian Signature: INTERN SIGNATURE

Date: SIGNATURE DATE

Releasor's Vet XPS inc. CEO Signature: Dr. Scott Pless

Date: 9/2/2023