



Strategic Alliance Agreement

THIS STRATEGIC ALLIANCE AGREEMENT (the "Agreement") is entered into the date affixed below between SoundWave Health Solutions, LLC., a Florida Limited Liability Company having its principal place of business located at 3431 Pine Ridge Road, Naples, FL 34109 (hereinafter referred to as "SWHS") and

company name _____

address _____

city _____ state/region _____ zip _____ country _____

authorized representative _____ title _____

cell phone _____ office phone _____ email _____

("Hereinafter referred to as ALLY")

RECITALS

WHEREAS:

A. SWHS provides a proprietary low-frequency acoustic therapeutic procedure to the public for a fee. (Hereinafter referred to as "Medsonix Therapy(ies)" or "MTS" or "procedure(s)" or "treatment(s)").

B. ALLY is an organization in communication with its Members and is open to referring its Members to SWHS for treatment under the terms and conditions set forth herein. And above said Authorized Representative is duly authorized to execute this agreement in behalf of ALLY and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency are acknowledged, the parties hereby agree as follows:

ACKNOWLEDGEMENTS

The parties acknowledge the following definitions and assertions:

- A. Guidelines/regulations pertaining to referral/commissions relate to physicians practicing one medical specialty field receiving compensation/commission from another medical professional
- B. Medsonix is a non-invasive, drug-free, low-frequency acoustic massage and NOT a medical specialty or medical field, as is radiology, neurology, cardiology, immunology, etc. Therefore, guidelines/regulations pertaining to medical professionals receiving a commission from other medical professionals for referring patients do not apply.
- C. Medical professionals may, in good faith, offer Medsonix brochures in waiting rooms, emails, newsletters, and other medias on an educational basis. Furthermore, such medical professionals may provide consulting/analysis of results and/or medical opinions to SWHS and as such are entitled to receive a consultant's fee for services render.

ARTICLE 1

SCOPE OF ALLIANCE

- 1.1 Scope.** This alliance entails four basic and separate elements.
- 1.1.1** To demonstrate effectiveness of treatments, SWHS will provide One (1) complimentary treatment to each of six (6) ALLY Members.
- 1.1.2** Upon reviewing results of said six (6) complimentary treatments, ALLY has the right, but not the obligation to refer all its Members to SWHS.
- 1.1.3** At no cost to ALLY, SWHS will provide all marketing materials in order to effectively invite ALLY Members.
- 1.1.4** SWHS shall cause ALLY to receive a donation for each ALLY Member that pays for a complete Medsonix therapy program (4 treatments.)

ARTICLE 2

TREATMENTS

- 2.1 Complimentary Treatments:** To demonstrate effectiveness of treatments, SWHS will provide one complimentary treatment for six (6) ALLY Members. In order for an ALLY Member to qualify to receive said complimentary treatment, ALLY Member must agree to a videotaped interview before and after receiving a treatment and sign a release form permitting said videotape be provided to ALLY management as evidence of the effectiveness of the procedure and to be used in other marketing efforts. Individuals who receive a complimentary treatment may continue to receive treatments at the discounted rate stated herein. SWHS does not provide transportation to its facility.
- 2.2 Medsonix Therapy:** A complete Medsonix Therapy program consists of four (4) Medsonix treatments, one per week. The normal fee is three hundred ninety-nine dollars, (\$399) however, ALLY Members will receive a one hundred dollar (\$100) discount.

ARTICLE 3

RELATIONSHIP OF THE PARTIES

- 3.1 Indemnification.** SWHS represents that the MTS and SWHS operate within all International, Federal, State and Local laws and regulations and shall hold ALLY harmless and will defend ALLY against the unlikely event that any legal actions may arise against ALLY or SWHS due to the actions of SWHS by virtue of SWHS possessing a nine million dollar commercial/general liability insurance policy. Furthermore, ALLY represents that ALLY operates within all international, Federal, State and Local laws and regulations and holds SWHS harmless and will defend SWHS against any legal actions taken against ALLY due to the sole actions of ALLY.
- 3.2 Remedies.** Notwithstanding the provisions set forth in Clause 4.3 *Donations*, in the event one of the parties is in breach of a clause contained herein, for example late or default of payment of donations for the previous month, the other party may grant a reasonable extension to allow the party in breach to rectify the situation. In the event a matter cannot be satisfactorily resolved, parties may seek remedies through courts of law and the prevailing party shall be also entitled to reasonable attorney fees.
- 3.3 Payment of Taxes.** ALLY shall be responsible for and pay ALLY's tax liabilities and other similar obligations, federal, state or local. SWHS shall not pay or withhold FICA, FUTA, SDI, FEDERAL, STATE

income tax or unemployment insurance or tax or any other monies to be paid to ALLY.

ARTICLE 4

ADVERTISING/ MARKETING

- 4.1 Marketing** SWHS shall, but not be limited to, providing ALLY with Introductory Flyers, General Invitations to all Members and Follow-up Flyers to be distributed by hand and email. In addition, SWHS may provide ALLY with videotapes of previous clients' testimonials for group meetings.
- 4.2 Advertising/Marketing Productions.** ALLY may produce advertisements and/or marketing materials at its own expense, however all advertisements/marketing materials must be approved as set forth in Clause 5.2 *Advertising and Marketing Approval*. It is highly recommended ALLY submit all content to SWHS for content approval prior to ALLY incurring any costs.
- 4.3 Donations.** ALLY shall receive Thirty dollars (\$30 USD) for each New Full-Paying Client (NFPC) referred to SWHS as the result of the efforts of ALLY. Such donations shall be paid on the 15th of the month for all fees collected during the previous month.
- 4.4 Submitting Testimonials/Anecdotes.** As part of an ongoing SWHS effort to compile anecdotal evidence on the effectiveness of MTS therapies for future marketing purposes, ALLY shall, on a best efforts basis, attempt to obtain comments/testimonials/anecdotes of the effectiveness of MTS therapies. ALLY shall upload and/or email SWHS such anecdotes.

ARTICLE 5

SPECIFIC ACTIVITIES AND PROHIBITIONS

- 5.1 Medical Practice Regulations.** ALLY acknowledges the medical technology and therapeutic industries are subject to substantial regulations and that serious and/or adverse consequence to ALLY and/or SWHS might result, if ALLY fails to strictly comply with such local and federal regulations. In order that SWHS and ALLY continue to be in compliance with all such local and federal regulations, ALLY agrees to strictly adhere to all local and federal regulations and follow all instructions and guidelines established from time to time by SWHS relating to the medical technology and therapeutic businesses. Furthermore, ALLY shall not offer to any individual any medical expertise and/or advice unless ALLY is duly licensed and registered to provide such medical advice by the local and/or federal medical regulatory agencies.
- 5.2 Advertising and Marketing Approval.** Due to the substantial regulations on the medical technology and therapeutic industry, ALLY shall submit all advertising and marketing campaigns to SWHS for review and approval prior to placing such advertising and marketing before the public.
- 5.3 Misrepresentation and/or Misleading Advertising.** ALLY accepts the fundamental purpose of governmental regulations of medical technologies is for the welfare of the public and to prevent misleading advertisements soliciting medical technologies. Therefore, ALLY agrees that will not make any misleading claims in advertisements or marketing campaigns or permit any person to intentionally make any misrepresentations or misleading statements concerning medical claims and/or clinical studies about MTS. In the event ALLY becomes aware of an ALLY employee or associate inadvertently making said misrepresentations, ALLY shall immediately correct the individual(s) in writing and deliver such correspondence as evidenced by obtaining a signature from the individual that the individual has been notified.
- 5.3.1 ALLY acknowledges the Food and Drug Administration, Federal Trade Commission and other US government agencies, laws and regulations discourage, if not prohibit, the use of the terms "heal", "healed" and/or "healing" in describing therapeutic effects of modalities. Therefore, ALLY shall only use terms such as "benefit," "benefited," "beneficial effect"**

and/or “effective” or “effectiveness” in describing the results of MTS. Intentional and/or incessant violation of this is policy is grounds for termination of this agreement.

5.3.2 SWHS DOES NOT PRACTICE MEDICINE, therefore, ALLY shall not refer to SWHS customers as “patients.” ALLY may refer to SWHS customers as “clients,” “customers,” “participants” and/or “subjects.”

5.3.4 ALLY acknowledges SWHS, Medsonix Research Institute, Medsonix Corporation and/or its affiliated companies do not engage in the practice of medicine and therefore make no claims, representations or warranties to healing of any physical or emotional ailments, diagnose, treat, cure or prevent any disease. Registration with the FDA is not a testament of evaluation and/or endorsement by the same.

5.4 Confidential Information. ALLY acknowledges certain SWHS proprietary information may be made available to ALLY which are trade secrets and confidential information, to which the ALLY agrees to preserve its confidentiality and such confidentiality will not be compromised by intentional actions of the ALLY. Therefore, ALLY shall not disclose, grant, assign, license, sell, give away or otherwise exploit any confidential information, idea, proprietary information, trade secret, or knowledge for personal gain which may be detrimental to SWHS. The parties agree that such unauthorized use of said confidential information may compromise the effective and successful conduct of business by SWHS and negatively impact SWHS. Consequently, any such unauthorized use of confidential information will constitute a material breach of this Agreement. For the purposes of this agreement, “Confidential Information” is defined as all information (whether in print, oral, magnetic, optical or electronic form) which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within thirty (30) days of its disclosure. It shall include, but not be limited to all information of SWHS which relates to:

5.4.1 The subject matter of this Agreement.

5.4.2 The components and design of the MTS and/or processes (whether in tangible form or otherwise) provided to ALLY arising out of connection with the use of the MTS or a part thereof.

5.4.3 SWHS policies, marketing plans, business strategies, operations and other related services, such as media providers.

5.5 Return or Confidential Material. Upon termination of ALLY’s relationship with SWHS hereunder, ALLY will immediately return as directed by SWHS any Confidential Information in ALLY’s possession or control.

5.6 Non-Confidential Information. Information such as advertisements and marketing piece campaigns shall not be considered confidential to the extent that they are publicly disclosed through no fault of ALLY, either before or after they become known to ALLY.

ARTICLE 6 **TERM**

6.1 Term. Parties acknowledge this agreement and all terms and conditions contained herein shall commence on the date affixed below for a period of one year and shall be renewable annually.

6.2 Termination. Notwithstanding any other provisions set forth, SWHS or ALLY may terminate this Agreement upon written notice and opportunity to cure, should the other be determined by the terminating party to have materially breached this Agreement.

ARTICLE 7 **GENERAL PROVISIONS**

7.1 Agreement. This Agreement is between ALLY and SWHS and the respective assigns.

7.2 Recitals. The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement.

7.3 Assignment. This Agreement shall be binding and shall inure to the benefit of the parties to it.

7.4 Notices. Any notices, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the party or to an officer-director, partner or venture of the party to whom the same is directed, or sent by certified mail, return receipt requested addressed as the parties may from time to time specify. Any such notice shall be deemed to be delivered, given or received for all-purpose as of the date so delivered, if delivered personally or when deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid, addressed as set forth above.

7.5 Severability. Should any provision or portion of this Agreement be held or otherwise becomes unenforceable or invalid for any reason, the remaining provision and portions of this Agreement shall be unaffected by such unenforceability or invalidity.

7.6 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to principles of conflict of laws. Florida courts will have the exclusive jurisdiction over any controversies regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in such Florida courts and not elsewhere. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the appropriate federal or state courts in Collier County located in the Stat of Florida.

IN WITNESS WHEREOF, the parties to this agreement have executed it on the date affixed below.

For and on behalf of SWHS:

By _____
Dr. Gary Gordon
As President

Date _____

For and on behalf of ALLY:

Name of Company

By _____
Signature

Date _____

Print Name of Authorized Individual

Title of Authorized Individual

EXHIBIT A

Description of Medsonix Therapy System

The method of therapy delivered by the Medsonix Therapy System (MTS) is a non-invasive, non-intrusive therapy that can be administered to patients by a wide range of health practitioners. MTS provides the public with an easy, cost effective pain relief modality and enhancement to the quality of life. The technology utilized by the MTS is considered *Integrative Medicine*, which is categorized as the culmination of conventional, unconventional and alternative medicine.

Four years of independent research and results led to Medsonix collaborating with the University of Nevada, Las Vegas (UNLV) in a controlled research study. In 2000, two pilot studies were conducted which focused on the therapeutic effects of the utilization of the MTS therapy on Peripheral Vascular Disease and Osteoarthritis. A UNLV study related to MTS therapy and its beneficial effects as it relates to Peripheral Vascular Disease was published in the international medical journal, *Complementary Therapies in Medicine*, 2002. The research results accumulated through this study, in addition to Medsonix independent research enables Medsonix to confidently market the technology as “medically significant”.

The first patent issued by the United States Patent Office for the Medsonix therapy was on December 31, 2002 as a method for the treatment of circulatory disorders, (e.g. cardio-vascular disease, atherosclerosis). A second patent was issued July 18 2006 as a method of treating body tissue diseases (e.g. arthritis, bursitis, fibromyalgia) and third medical patent was issued by the United States Patent Office on August 5, 2008 as a method for treating certain blood-manifested medical disorders, (e.g. diabetes, anemia).

Individual testimonies given by recipients of MTS therapy exhibit beneficial effects on back pain, fibromyalgia, arthritis, cardio-vascular disease, bursitis and migraines. Preliminary and on-going research results indicate that the MTS has been effective in treating several other medical conditions.

The Company has received a Class I medical device registration with the FDA for MTS.

MTS is available for integration into treatment protocols of hospitals, medical clinics and medical practitioners worldwide.