



THE THERAPY ABROAD, INC.

Participant Agreement

IMPORTANT NOTICE - PLEASE READ

THE AGREEMENT TO WHICH THIS NOTICE IS ATTACHED INCLUDES IMPORTANT INFORMATION AFFECTING YOUR RIGHTS, DUTIES AND RESPONSIBILITIES, ALONG WITH OURS. This agreement is intended to define and describe the relationship between you and us, for the purposes of providing you with travel, educational and related services as a client of Therapy Abroad, Inc.

All services provided under this agreement and for you by Therapy Abroad, Inc. are expressly conditioned upon the timely payment of any applicable fees payable at the rates and times indicated by Therapy Abroad, Inc., as provided herein.

Furthermore, the services provided by Therapy Abroad, Inc. under this agreement are also expressly conditioned upon you understanding, acknowledging, and agreeing, among other things: (i) to abide by Therapy Abroad, Inc.'s Code of Conduct; (ii) to provide only truthful and accurate information on any documents completed by you and provided to Therapy Abroad, Inc.; (iii) to provide only truthful and accurate information in any interviews conducted of you by Therapy Abroad, Inc.; and (iv) to fulfill any and all of your obligations under any applicable agreements with Therapy Abroad, Inc. Therapy Abroad, Inc. reserves the right, upon your breach of any duty, responsibility or obligation to Therapy Abroad, Inc. to terminate the services at any time pursuant to the terms of any applicable agreement(s).

By signing below, I certify that I have read, understand, acknowledge and agree to the foregoing.

Participants Name: _____
(Legal name of individual applying for services from Therapy Abroad, Inc.)

Participants Signature: _____
(Signature of individual)

Participant Agreement

THIS PARTICIPANT AGREEMENT (this "Agreement") is between:

whose address is _____ and whose email address is _____ ("Participant" or "You"), and Therapy Abroad, Inc., a California Corporation ("Provider" or "We" or "TA"). Your use and/or participation in the services provided by TA,

or any portion thereof, is subject to, and governed by this agreement (the "Agreement") and any amendments thereto, and your signature below constitutes acceptance of all terms and conditions of this Agreement.

Recitals

This Agreement is made with reference to the following facts:

Provider is engaged in the business of providing a service learning program, including pre-departure coordination and information, safety and risk assessment of program components, accommodations, meals, transport and related services, all of which are intended to assist Program Participants in their future academic and professional endeavors in communication sciences & disorders, speech-language pathology and audiology, physical therapy, occupational therapy, and related health professions.

You, as a prospective Participant, desire to: (i) utilize our services to receive all-inclusive educational travel, (ii) obtain experience in communication sciences & disorders, speech-language pathology and audiology, physical therapy, occupational therapy, and related health professions in a different locale from the those typically located in the Continental United States, and (iii) receive exposure to a variety of diverse cultures and cultural activities.

This Agreement is intended to describe our respective duties, obligations, expectations and limitations and to define the terms and conditions of agreement between us.

Terms of Agreement

The parties agree as follows:

1. **Definitions.** All terms herein shall be deemed to have their commonly accepted meanings, except as terms are otherwise defined in this Agreement and in **Exhibit A** hereto.
2. **Term.** This Agreement will remain in full force and effect from the time of its execution by both parties to the time all Services have been provided to Participant, unless either: (i) this Agreement is terminated by either party pursuant to the terms of this Agreement, or (ii) where a provision of this Agreement specifically states that it shall survive the termination of this Agreement.
3. **Parties to Agreement.** This Agreement is made with the express understanding that the parties hereto are Provider (Therapy Abroad) and Participant (person signing below) ONLY. Participant is NOT permitted to enter into this agreement on behalf of, for the benefit of, or as an agent/representative of any third party.
4. **Obligations of Therapy Abroad (Provider).**
 - a. **Plans.** Provider shall provide Participant with travel plans, including a comprehensive program guide based upon the anticipated Program designed and established by Provider for a group which includes additional other Participants.
 - b. **Supervision and Assistance.** Provider shall provide such initial and continuing assistance to Participant as Provider deems advisable for the particular Program.
 - c. **Training.** Provider shall offer initial, preliminary training in communication sciences & disorders, speech-language pathology and audiology, physical therapy, occupational therapy, and

related health professions field to Participant in an environment located outside of the Continental United States to assist the Participant in gaining exposure to different cultures and nationalities.

- d. **Supplies.** Provider shall furnish any supplies (including paper, pens, books, and equipment) that it deems necessary or advisable for the Program in which Participant is involved.
- e. **Delegation of Obligations.** Participant acknowledges and agrees that any duty or obligation imposed on Provider by this Agreement may be performed by any designee, employee, or agent of Provider, as Provider may direct.

5. Responsibilities of Participant.

- a. Participant shall be and remain responsible for the following at all times and shall hold Provider, its affiliates and respective directors, officers, employees and agents, harmless therefrom:
 - i. Obey any and all applicable laws, rules and regulations of the particular location that you are visiting as part of the Program, regardless of whether or not you think such law, rule and/or regulation is sensible or might not be applicable in the United States. If you are uncertain whether your conduct is lawful, please ask one of our authorized representatives before engaging in such conduct.
 - ii. I have familiarized myself with the Centers for Disease Control and Prevention (CDC) (<http://www.cdc.gov>) guidelines and recommendations for travel and the US Department of State's Travel Advisory and Country Specific Information (<https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>).
 - iii. During travel, I will be subject to all local laws and regulations of the host country and any transit countries. These laws and regulations could impact entry and exit capabilities, access to transportation, business operations, free movement, and more. Therapy Abroad and the US Government (or my government of citizenship) may be limited in their ability to provide assistance to me in order to abide by, or should I fail to abide by, any such regulations. It is my responsibility to be aware of these regulations and plan accordingly or defer travel if such regulations would limit the successful completion of my intended travel purpose.
 - iv. Refrain from carrying, possessing or using any illegal drugs or substances. If you are carrying, possessing or using illegal drugs or substances, you will be asked to leave the Program immediately. You will not be supplied with any further accommodation, food or transportation by us and you will not be permitted to be involved in any further activities.
 - v. Refrain from carrying, possessing or using any firearms. If you are carrying, possessing or using firearms, you will be asked to leave the Program immediately. You will not be supplied with any further accommodation, food or transportation by us and you will not be permitted to be involved in any further activities.

- vi. Follow any and all reasonable instructions of the Therapy Abroad Team Leaders. They are there to look out for your safety and we require you to do what they ask to allow the Program to run smoothly and safely. Any serious failure by you to follow the instructions of Therapy Abroad staff may result in removal from the applicable Program.
- vii. You agree to seek, obtain and secure appropriate medical insurance coverage as stated in Section 13 of this Agreement.
- viii. You agree to notify us of any physical, mental and/or medical condition at the time you submit your application to us and any changes in your physical, mental and/or medical condition occurring thereafter, but before the Program to which you applied commences. This duty to disclose any physical, mental and/or medical condition to us (including, without limitation, any known allergies) is for your protection, as you are the best judge of your own condition and limitations, and may help us determine if you are unable to perform or safely complete the Program. Failure to do disclose any physical, mental and/or medical condition as provided herein may be grounds for disqualification and removal from the Program, including, without limitation, the cancellation from a Program without any refund. Therapy Abroad reserves the right to require documentation from a doctor or specialist verifying that you are able to safely undertake the particular Program to which you applied and reserves the right to reject an application on the grounds of such doctor's or specialist's comments. Therapy Abroad shall not in any event be held liable for any consequence arising out of your failure to take any prescribed medication(s) both prior to departure and during the Program.
- ix. You agree to possess and maintain a valid passport, any necessary visa(s) and/or permit(s) required by the location of your Program and to provide us with copies of such documentation upon reasonable request.
- x. You agree to obtain any and all recommended vaccinations for the location of your Program and to supply us with documentation of such vaccinations upon reasonable request.
- xi. You agree at all times to respect local culture(s) and standard(s) and to behave in a responsible and courteous manner to others in the Program and otherwise. Each Participant has a duty of care to each other, to local people, to host nationals participating in the Programs and to Therapy Abroad.
- xii. You agree to get a Covid-19 vaccination before traveling with Therapy Abroad. Second dose (if two shot vaccine) must be completed two weeks prior to travel. We are adopting this policy to safeguard the health of our student, our staff, the clients we work with overseas; our customers and visitors; and the community at large from this infectious disease. This policy will comply with all applicable laws and is based on guidance from the Centers for Disease Control and Prevention and local health authorities, as applicable.

- xiii. As a traveler, I understand that I may incur additional fees or travel costs if travel is cancelled, preventative quarantine is required, in-country operations are suspended, my stay is extended as a result of travel restrictions, or for other reasons associated with Covid-19.
- xiv. It is my responsibility to cover preventative quarantine costs, such as hotel or meal costs, for 14 day self-quarantine (or obtain insurance that covers these cost) if I test positive for Covid-19 or upon return unless otherwise specified by the Provider or its affiliates.
- xv. You agree not to hold us responsible in any manner (and to indemnify and hold us harmless as stated in Section 6) for any activities that occur outside the scope of the Program or the Services. The term “outside of scope” as used in this clause shall mean all actions, conduct or activities undertaken by the Participant that were not arranged, funded and procured by Therapy Abroad. Therapy Abroad shall have no responsibility for any activities undertaken by the Participant outside the scope those directly relating to the Program. No warranty is given in respect of any activities outside the scope of relating to the Program and it is your responsibility to ensure that you possess the requisite care and skill for such outside of scope activities.

6. Release and Waiver of Liability by Participant. You understand and acknowledge that the Programs and Services offered by Provider have inherent, unavoidable risks and dangers including risk associated with Covid-19. By agreeing to participate in any of Provider’s Programs and/or receive any Service of Provider, you understand and acknowledge that:

- a. The Program(s) may involve activities, including, but not limited to the following: 1) lifting large, heavy objects and/or boxes; 2) entering and/or living temporarily in jungle, forested, arid and/or other naturally harsh and unpleasant environments; 3) climbing and/or descending steep, rugged, slippery and/or rough and uneven terrain; 4) assisting local youth with activities; and 5) assembly of items for use in working with youth and/or other Program Participants (hereinafter, the “Dangerous Activities”).
- b. You alone are responsible for protecting yourself from injury.
- c. You are sufficiently healthy and fit to participate in any and all of the Dangerous Activities listed above, and are sufficiently healthy and fit to participate in any and all of the Programs and Services offered by Provider.
- d. I understand that, as part of my participation in an activity outside the United States of America (“Activity”) during the COVID-19 outbreak, I may be traveling to a location with an increased risk of exposure to COVID-19 and where I may be proximate to individuals whose health history and exposure risk for COVID-19 cannot be determined. I am fully aware of the risks and hazards associated with traveling and interacting with other individuals during the global COVID-19 pandemic, and I understand that conditions may rapidly change for the worse. I am voluntarily choosing to engage in this Activity. I am fully aware of the risks associated with participating in the Activity, including the risk of contracting COVID-19, under circumstances where government and health officials have urged individuals to avoid travel and to practice social distancing. Should I contract COVID-19 or have symptoms consistent with a COVID-19 diagnosis, I understand and

agree that I will not participate in the Activity unless directed by a medical provider that I may participate.

- e. You hereby completely release and forever discharge us (Provider) and any of our affiliates, consultants, officers, directors, owners, employees, associates, subsidiaries, insurers, shareholders, agents, heirs, personal representatives, predecessors, successors, assigns and advisors (collectively, "Releasees") from any and all liability, claims, causes of action and demands arising from any loss, damage or injury of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from your participation in the Dangerous Activities, the Programs and/or the Services. You hereby waive any right you may have to raise claims against us for damages resulting from the Dangerous Activities, the Programs and/or the Services, including, but not limited to, your use of any of Provider's equipment.
 - f. You understand and acknowledge that this release (the "Release") fully and completely discharges us from any liability or claim that you may have against us with respect to any and all claims and damages of any kind, including but not limited to, bodily injury, personal injury, illness, death, or property damage that may result from your participation in the Dangerous Activities, the Programs and/or the Services provided by us.
 - g. You expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. You agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release (or this Agreement) which shall continue to be wholly enforceable.
- 7. Fees.** As consideration for the Services, you agree to timely pay the fees specified in **The Therapy Abroad Tuition Statement** hereto, in accordance with the terms of this Agreement and any modifications thereto.
- a. **Deposit.** Participant shall pay to Provider the amount specified in **The Therapy Abroad Tuition Statement** as "Confirmation of Participation Fee" within three (3) business days following the execution of this Agreement. Review and consideration of the Participant's application will commence ONLY after the Deposit has been received and processed by Provider.
 - b. **Service Fees.** Participant shall pay Provider the amount(s) specified in **The Therapy Abroad Tuition Statement** as "Tuition Balance". Upon any termination of this Agreement, all Service Fees shall be due and payable as provided for in this Agreement.
 - c. **No Refund of Fees After 60 Days from Program Commencement.** Any installment payments (but not your Deposit) you have already made will be refunded to you unless you give us less than 60 days' notice from the date of your scheduled Program's departure of your voluntary withdrawal, in which case any such installment payments will be forfeited and non-refundable.
 - d. **Exchange of Fee/Application to Future Program in Event of Cancellation.** Although we cannot refund your Deposit, we will hold your Deposit for a future Program and/or Services in the event that, for any reason, you cannot attend the Program for which you initially applied. In other words, if you cancel your Program as provided in this Agreement, we will transfer your Deposit to another future Program of your choice.

- e. **Due date(s) for Fees.** We will inform you of the total amounts due and owing and the deadlines for submitting any fees. You agree to pay any outstanding fees to us within 30 days of your scheduled Program's departure. If you fail to make a payment by the due date and you have not contacted us at least 14 days prior to such due date (to make alternative arrangements), we reserve the right to remove you from the Program to which you have applied.
- 8. Compliance with Laws.** You agree to comply with any and all laws and regulations, whether local, municipal, state, provincial, national, federal or otherwise that govern: (i) your conduct generally in the particular locale; and/or (ii) your participation in any of the Services, the Program and/or the Dangerous Activities.
- 9. Assumption of the Risk.** You understand that participation in the Dangerous Activities, the Programs and/or the Services provided by us may be inherently dangerous and may involve an unavoidable high degree of risk. You hereby expressly and specifically assume the sole risk of damage, injury or harm from your involvement in the Dangerous Activities, the Programs and/or the Services provided by us including, but not limited to, the death of or injury to any person or property; and for all other risks and liabilities arising from the Dangerous Activities, the Programs and/or the Services other than as provided by law.
- 10. Indemnification:** You agree to defend and indemnify (pay for our lawyers' fees and costs) us and to hold us harmless (not to sue) from and against any and all causes, claims, damages, liabilities, demands, losses, expenses, costs, including court costs, expert fees, investigative costs, attorney's fees (including appeals), or judgments that you may sustain or become liable or answerable for, as a result of your participation in the Dangerous Activities, the Programs and/or the Services.
- 11. Service Delays or Non-Service.** Provider and its affiliates shall have no liability for service delays and/or non-service resulting from factors beyond Provider's control, including, but not limited to: natural disasters, inclement weather or other act of God, war, terrorism, sabotage, accident; actions by governmental entities, fire, riot, work slowdowns and stoppages, labor or materials shortages, electrical failures, travel equipment/vehicle failure and/or malfunction, or the failure and/or malfunction of any supplies, equipment and/or services provided by any third party; and/or any other circumstances or events similar to the above which are beyond the reasonable control of Provider.
- 12. Visas, Permits and Registrations.** You agree, at your sole cost and expense, to obtain, on behalf of yourself and any applicable third parties, any and all travel authorizations (including, without limitation, any visas or similar documents), permits, permissions and registrations required by the governing body of the location of the Program(s).
- 13. Insurance.** You agree that you will obtain and maintain, at all times during the term of this Agreement, at your own cost and expense, appropriate health insurance in accordance with the provisions hereof. All policies referred to in this paragraph shall be maintained with insurers licensed to do business in the State of California which have a policyholder's rating of "B+" or greater and a financial rating of at least XII in the most recent edition of A.M. Best's Insurance Guide. The policy must cover the entire duration of the applicable travel and must be appropriate and effective for manual, conservation and volunteer work to be performed by you as part of the Program. You agree to provide us with evidence of such insurance coverage prior to commencing your participation in the Program. As a condition to the commencement of the Services, you agree to provide us with evidence sufficient to demonstrate the existence of the health insurance policy required hereunder, including assurance that such policy shall not be cancelable or subject to a reduction in coverage or be otherwise modifiable.

- 14. Warranty of Accuracy of Application Materials.** You agree that you will accurately complete any forms required by Provider (“Required Forms”) and accurately answer any and all questions posed to you by Provider for the purpose of determining whether your application is accepted. You agree that the information you provide in any and all Required Forms will be complete and truthful to the best of your knowledge. You further agree to cooperate in the completion of any other documents necessary for the Program or requested by Provider for purposes of your application to any Program.
- 15. Authorization for Provider to Obtain and Use Personally Identifiable Information.** We use Personally Identifiable Information (“PII”) such as your name, address, other relevant contact information, school, phone number and e-mail address in order to provide you with the Services and Programs. We may share your PII with our agents, representatives, contractors and service agents so they can provide us with support services such as authorization of credit card transactions, e-mail origination, support services, customer relationship management services and fulfillment. We may also use such PII to determine if you are complying with this Agreement and any agreements that appear on any of our websites or applications, and any of the other policies or rules we promulgate. We use PII collected as health information to assure the safety of Participants applying for any specific travel Program. The health information is also provided to our local guide to assure access in the event of an emergency. Unless you opt-out, we may use your e-mail or other PII to send commercial or marketing messages without your further consent. Be advised that we use your e-mail address and other contact information provided by you to contact you regarding your application, including communications and inquiries you make on our website or otherwise. We may also use your e-mail address without further consent for non-marketing or administrative purposes (such as notifying you of major changes or customer service purposes). PLEASE NOTE THAT your PII may also be passed on to a third party in the event of a transfer of ownership or the assets of Provider or a bankruptcy. We may also disclose PII when we determine that such disclosure is necessary to comply with applicable law, to cooperate with law enforcement or to protect you, the interests or safety of Provider, and/or to protect other Participants. Because no method of transmission over the Internet, or method of electronic storage, is completely secure, we cannot guarantee its absolute security. Third parties may unlawfully attempt to intercept or access transmissions or private communications and other Participants may abuse or misuse your personal information. Although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.
- 16. Work Product Owned by Therapy Abroad.** All research, data, reports, photographs, documentation and related items relating to the Program shall remain the property of Therapy Abroad without compensation or further recourse to the Participant. Therapy Abroad retains rights over the use and dissemination of such materials for its commercial and promotional purposes, including, not limited to, the posting of any photographs containing an image of the Participant on the Program website, in brochures, or in any other marketing, promotional or informational medium. To the extent you provide us with content or materials for our use (“Participant Content”), you warrant that such Participant Content does not breach any duty toward or infringe any rights of any person or entity including, without limitation, intellectual property rights, the right of publicity, the right to privacy, or rights or duties under consumer protection, product liability, tort, or contract theories, or constitute libel, slander or defamation, or include material which is obscene, pornographic, or adult-oriented.
- 17. Your Grant of Publicity and Related Rights to Therapy Abroad.** By entering into this Agreement you authorize Therapy Abroad and any of its authorized affiliates, employees, principals, agents and all persons or companies acting with Therapy Abroad’s permission to use your name, credentials, voice, photograph, likeness, and/or any material derived therefrom, and/or any reproductions thereof, in any of Therapy

Abroad's commercial, non-commercial and/or promotional purposes, including, not limited to, the posting of any materials on any Therapy Abroad website, in brochures, or in any other marketing, promotional or informational medium without further consideration (e.g. payment) of any kind. By signing this Agreement, you are waiving any right to additional compensation or other benefit, and waiving any claim including, but not limited to, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of your name, credentials, voice, photograph, likeness, and/or any material derived therefrom, and/or any reproductions thereof in Therapy Abroad's materials.

18. Return of Confidential Information. During the term of this Agreement and in the context of your participation in the Program(s) and/or Service(s), and thereafter, you agree that, if you are exposed to material that is marked or reasonably believed to be confidential and/or proprietary, you agree that you will not remove or copy any confidential or proprietary information or materials or assist anyone in doing so without Therapy Abroad's written permission. In the event that you receive, with authorization, any material that is marked or reasonably believed to be confidential and/or proprietary, you agree to immediately return all such information and materials to Therapy Abroad upon reasonable request from us.

19. Covenant Not to Solicit. You understand and acknowledge that Therapy Abroad has invested significant time, energy and resources in staffing, coordinating, arranging and operating the Program(s) and the Service(s). Therefore, you agree that, for the term of this Agreement, and for twenty-four (24) months following the end of your Program(s), you will NOT directly or indirectly recruit or hire, or attempt to recruit or hire, or participate in the recruitment or hiring, of any employee, agent or contractor of Therapy Abroad.

20. Termination and Revocation.

- a. **Termination.** Subject to the provisions of Section 7 of this Agreement, this Agreement may be terminated by Participant at any time prior to 60 days prior to the commencement of the Program to which Participant is applying.
- b. **Termination upon Breach.** Therapy Abroad reserves the exclusive right to terminate this Agreement without notice upon any material breach by Participant of this Agreement.

21. No Right to Assign or Delegate. Participant may NOT assign, convey or transfer any of its rights or obligations under this Agreement without Provider's express written consent.

22. Provider Representations and Warranties. Provider warrants that it has all necessary rights and authority to enter into and perform this Agreement.

PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM(S) AND/OR SERVICE(S), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER SHALL NOT BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE PROGRAM(S) AND/OR SERVICE(S), OR ANY INVOICE RESULTING FROM THIS AGREEMENT OR OTHERWISE, WITHOUT REGARD TO NOTICE TO PROVIDER OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT'S RECOVERY FOR ANY LOSS SHALL BE LIMITED TO REIMBURSEMENT OF FEES PAID BY PARTICIPANT ONLY.

23. Participant Representations and Warranties. In addition to any other warranties and representations provided by you to Therapy Abroad, you warrant and represent that you have all necessary rights and authority to enter into and perform this Agreement.

24. No Joint Venture/No Employment Relationship Created. Participant and Provider mutually understand and agree that no employment or joint venture relationship is created between the parties under this Agreement or otherwise. The parties do not have, and cannot exercise, any control or direction over the methods and practices used by the other party.

25. Dispute Resolution. Except as otherwise set forth herein, any claims, disputes or disagreements that arise as a consequence of this Agreement, the Program(s) or the Service(s) (individually a "Dispute" and collectively, "Disputes") will be decided through the mediation and arbitration procedures as set forth below. **THIS PROCESS INVOLVES WAIVER OF THE RIGHT TO A JURY TRIAL. BY EXECUTING THIS AGREEMENT, YOU (AND WE) AGREE TO BE BOUND BY THE PROVISIONS SET FORTH HEREIN.**

a. **Mediation.** Except for our right to seek equitable relief and other legal remedies (at our election) to enforce your obligations relating to use of our intellectual property under this Agreement, actions in small claims court or disputes that have already been mediated, you and we agree to submit any and all disputes to non-binding mediation before commencing arbitration. The cost of mediation shall be split between the parties. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

b. **Arbitration.**

i. **Agreement to Arbitrate.** Subject to the foregoing, you and Therapy Abroad shall resolve any Dispute not resolved as provided above through binding arbitration in the County of Orange, California (the "County"). Each party to the arbitration shall bear its own attorneys' fees and costs in connection with such arbitration.

ii. **Rules Applicable To All Cases.** The arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the commercial dispute resolution rules of JAMS in effect as of the initiation of the arbitration. If JAMS is not available at the time of such Dispute, or if an unresolvable conflict exists, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its commercial dispute resolution rules in effect as of the initiation of the arbitration or any other similar entity offering arbitration services that is mutually acceptable to the parties.

26. Notices. All notices under this Agreement must be in writing and must be given by United States mail, postage pre-paid and email, sent to Participant at the address and email address shown on the Participant's application. A copy of all notices sent to Therapy Abroad must be sent to:

Therapy Abroad
c/o Ulwelling Siddiqui LLP
695 Town Center Drive, Suite 700
Costa Mesa, CA 92626
Email Address: djosephson@usllp.com

- 27. Severability.** If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.
- 28. Choice of Law.** This Agreement will be governed and construed in all respects by the laws of the State of California, U.S.A., without reference to its laws relating to conflicts of law. Any United Nations Convention on Contracts (for the International Sale of Goods or otherwise) does NOT govern this Agreement.
- 29. Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement.
- 30. Further Assurances.** Each party to this Agreement shall deliver such further documents and instruments, and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
- 31. Attorneys' Fees.** If any action or proceeding (such as arbitration or litigation) is brought by any party relating to this Agreement, or in the event of any default in fee payment by you, the prevailing party in such action or proceeding shall be reimbursed for its attorneys' fees and all fees, costs and expenses incurred in connection with such action or proceeding, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal, in collection of any judgment or in appearing in any bankruptcy proceeding (including, without limitation, any post-petition proceeding(s)).
- 32. Assignment.** Therapy Abroad reserves the exclusive right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person or entity. Upon the assignee's assumption of the Therapy Abroad's obligations with respect to the rights so assigned, Therapy Abroad shall be relieved of all such obligations. Subject to the foregoing and the restriction against assignment by Participant, this Agreement shall be binding on, and inure to the benefit of, both parties hereto and their respective successors, heirs and assigns.
- 33. Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to its subject matter and may be changed only by an instrument in writing signed by the authorized representatives of each of the parties hereto.
- 34. Headings:** The headings in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the provisions of this Agreement.
- 35. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signature transmitted by fax or e-mail shall be deemed an original signature that is effective and binding for all purposes.

ACCEPTANCE & AGREEMENT

The effective date of this Agreement is _____ (month, day, and year).

BY SIGNING THIS AGREEMENT, THE PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT, THAT THEY AGREE TO ALL TERMS, CONDITIONS AND PROVISIONS OF IT, THAT THEY HAVE CONSULTED WITH THEIR RESPECTIVE LEGAL COUNSEL ABOUT THE AGREEMENT'S EFFECT, OR HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO DO SO AND HAVE ELECTED NOT TO DO SO, AND THAT THEY FULLY UNDERSTAND THE AGREEMENT, AND CHOOSE TO ENTER INTO THE AGREEMENT OF THEIR OWN ACCORD.

"Participant":

By: _____
(Signature)

Name: _____
(Print)

Dated: _____

EXHIBIT A

DEFINITIONS

Definitions. In this Agreement the following definitions will apply:

- a. "Program" means and includes any expedition, project, course, trip, or other activity that occurs under the direction of, and/or as a result of arrangements made by THERAPY ABROAD, and/or any of its employees, representatives and/or affiliates.
- b. "Program Leaders" or "Project Leaders" means and includes any leader(s) designated as such for the particular Program, to whom the Participant is expected to report and whose rules the Participant must follow in addition to any and all rules promulgated by THERAPY ABROAD either in this Agreement, on its website or otherwise.
- c. "Services" means and includes any and all services related to the Program(s) provided by THERAPY ABROAD to the Participant.
- d. "Provider Materials" means information and other content created, owned and/or provided by THERAPY ABROAD to Participants and/or which the Program may feature or present.
- e. "Trade Secrets" means proprietary concepts, ideas, intellectual property, information, strategy, and other highly sensitive resources which relate to THERAPY ABROAD's methodology, trade secrets, and "know-how".
- f. "Service Fees" means the fees charged for any services provided by the Participant.
- g. "Deposit" means any service fees which must be paid to the Provider (i) prior to the receipt of Services as described herein, and (ii) which reserves a space in the Program for the Participant, assuming all other obligations of Participant under this Agreement are fulfilled.