

MAX MATTERS MENTAL HEALTH INITIATIVE

Code of Conduct, Confidentiality Agreement and Release

By voluntarily participating in the Max Matters Mental Health Initiative (the “Program”) provided by Road 2 Recovery Foundation (the “R2R”) and its partners, affiliates and sponsors (collectively, the “Sponsors”), whether you are a physician or a patient (“Participant” or “you”), you acknowledge that you have read and agree to abide this Code of Conduct, Confidentiality Agreement and Release (these “Terms”):

Code of Conduct

In order to protect the privacy of fellow participants in the Program, and because you are participating in a “group” activity, you agree to the following participation etiquette:

- do not video record, audio record, take photos or computer screenshots of any sessions
- identify anyone else who is in the room with you, especially those that other people cannot see
- do not share information about other people in the session
- do not share administrative concerns, excessive small talk, and personal exchanges
- observe the adage “praise in public, criticize in private”
- all defamatory, abusive, profane, threatening, offensive, or illegal images, comments, material, etc. is strictly prohibited
- do not advertise or promote products and services
- do not to use the Program or information from other to send unsolicited commercial message or to initiate unsolicited commercial transactions either individual or in a mass mailing or message distribution

R2R and Sponsors reserve the right, but is not obligated, to monitor sessions and discussions, and block/prevent from further or future participation those individuals who abuse these Terms. All comments and opinions transmitted by individuals are their own and do not represent those of R2R or Sponsors.

To comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), you agree that you will not submit any information or materials containing Protected Health Information (“PHI”). PHI is information or materials relating to an individual’s medical condition or care and from which an individual can be identified. You further agree to indemnify, defend and hold harmless R2R, Sponsors and their respective officers, directors, employees and agents from, for and against any claim, demand or cause of action, including payments of reasonable attorneys’ fees and costs arising out of or related to any violation of HIPAA or failure to comply with this section. If R2R determines that you have distributed PHI without de-identifying it as required by HIPAA, it will so notify you and may suspend or terminate your participation in the Program or any other R2R event.

Confidentiality

(a) Confidential Information. “Confidential Information” shall mean all confidential, proprietary or unique information belonging to, used by, or in the possession of R2R or Sponsor relating to its business or activities, which is generally not known other than by the R2R or

Sponsor, respectively, and their respective directors, officers and employees, which you may obtain through the course of the Program. Regardless of whether specifically identified as confidential, proprietary or unique, Confidential Information shall include the business, technology and information of R2R or Sponsor, including, without limitation, participant names, addresses, telephone numbers, medical information; business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, customers, client lists, member lists and data, sponsor lists and data, marketing plans, targeted or potential members and sponsors or partners, memoranda, employee lists, accounts, systems, procedures, development plans, forms, and other trade secrets of every kind and character and any other information of Employer acquired by Employee in the course of employment.

(b) Ownership; Disclosure. Any Confidential Information shall at all times be exclusive property of R2R or Sponsor, as applicable.

(c) Restrictions. Participant shall not, without R2R's or Sponsor's, as applicable, prior written consent specifically referring to this covenant, use any Confidential Information for his/her own benefit of or any other party other than the owner or disclose it to any other person or entity.

Voluntary Assumption of Risks

You have voluntarily agreed to participate in the Program. The Program involves interaction at your discretion with other participants and medical professionals as an opportunity to discuss a variety of different medical and mental health topics. You acknowledge and agree that your participation what you voluntarily include to add to the topics, is not intended to address specific goals and will not include a physical or medical evaluation. You may engage with another participant outside of the Program at your own discretion. The Program and related activities in which you may participate are the "Activities".

You understand that there are potential risks involved with participation in the Program or Activities. YOU UNDERSTAND AND ACKNOWLEDGE THERE MAY BE RISKS OF PHYSICAL OR MENTAL HARM, SAFETY RISKS, OR RISKS TO PERSONAL PROPERTY IN PARTICIPATING IN THE PROGRAM OR ACTIVITIES, WHICH RISKS CAN BE INCREASED BY HISTORICAL MEDICAL CONDITIONS. YOU ARE VOLUNTARILY PARTICIPATING IN THE PROGRAM AND ACTIVITIES WITH KNOWLEDGE OF THE RISKS AND POTENTIAL DANGERS INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DISABILITY, AND PROPERTY DAMAGE. YOU UNDERSTAND THAT YOUR OWN HEALTH AND SAFETY IS YOUR OWN PERSONAL RESPONSIBILITY, AND THAT YOU ARE FREE AT ANY TIME TO CEASE PARTICIPATION, REFRAIN FROM PARTICIPATION, OR LIMIT PARTICIPATION, AND THAT BY CONTINUING PARTIAL OR FULL PARTICIPATION, YOU HAVE ASSUMED THE RISK OF ALL DANGEROUS ACTIVITIES AS SET FORTH ABOVE.

THE PHYSICIANS IN THE PROGRAM ARE NOT EMPLOYEES OF R2R. R2R DOES NOT REPRESENT OR WARRANT TO ANY PERSON THE DEGREE OF SKILL, THE QUALITY OF CARE, OR QUALITY OF SERVICES THAT MAY BE PROVIDED. IN NO EVENT SHALL R2R BE LIABLE FOR ANY DECISION MADE, ACTION TAKEN,

MISDIAGNOSIS, OR MALPRACTICE THAT MAY OCCUR AS A RESULT OF TREATMENT PROVIDED BY PHYSICIANS. R2R HAS NO CONTROL OVER THE SERVICES PROVIDED BY ANY PHYSICIAN AND DISCLAIMS ANY AND ALL LIABILITY FOR ANY LOSS OR INJURY TO ANY INDIVIDUAL CAUSED BY ANY SUCH INDIVIDUALS.

Release

Having considered all the risks to your person and property in connection with the Program and Activities, whether those risks are known or unknown, foreseen and unforeseen, future or contingent, on behalf of yourself, your heirs, executors, administrators and assigns, you voluntarily agree to forever release R2R, Sponsor, and their respective officers, directors, employees, volunteers, third-party service providers, and agents, and all of their respective successors and assigns (the “Released Parties”) from any and all liability and claims of injury, damage and harm of whatever kind and nature however caused, including, without limitation, resulting from the negligence or other acts of any of the Released Parties.

On behalf of yourself, your heirs, executors, administrators and assigns, you agree to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, actions or lawsuits for any injury, damage or harm of whatever kind and nature which result in whole or in part from your actions, failure to act or negligence. You agree that you shall never bring, commence, prosecute, or participate in any action, suit or other proceeding against the Released Parties arising out of, concerning, or related to, participation in the Program and Activities, or actions and omissions of the Released Parties, including, without limitation, the negligence, of the Released Parties.

Waiver of California Civil Code Section 1542

You specifically and expressly waive all rights under Section 1542 of the California Civil Code, to assert a claim that may now exist or that may arise in the future based on facts that may be unknown to you now. Section 1542 of the California Civil Code states “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” By waiving this provision, you expressly have, fully, finally, and forever settled and released any and all claims arising from your participation in Program and Activities.

Additional Terms

These Terms, all intellectual property issues, and your rights and obligations are governed by the laws of the United States of America and the State of Arizona governing contracts wholly entered into and wholly performed within Arizona. Any dispute arising from the Program, Activities or these Terms shall be filed exclusively in the state or federal courts situated in Maricopa County, Arizona, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS’ FEES. These Terms constitute the entire agreement between you and R2R with respect to the Program and Activities and supersedes all previous written or oral agreements with respect to such subject

matter. If any inconsistency exists between the terms of these Terms and any additional terms and conditions posted on the Website, these Terms will be interpreted as to eliminate any inconsistency, if possible, and otherwise, these Terms will control. The provisions of these Terms will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provision hereof.