



## PRIMAL ROOTS WELLNESS LLC

### PRIMAL ROOTS WELLNESS PROGRAM AGREEMENT

This Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Effective Date"), between Primal Roots Wellness LLC, a Utah limited liability company, (the "Company"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Client").

This Agreement sets forth the terms that apply to services that the Company desires to render to the Client and that the Client desires to receive from the Company. Primal Roots Wellness is an authorized reseller ("Reseller") of materials created and owned by Dr. Pompa of HealthCenters.com ("HC.com") and health coaches within the Company are PompaCore certified by HC.com. Notwithstanding the aforementioned, Company is independent and not partnered or affiliated with HC.com.

The Primal Roots Wellness Program Package (the "Program") includes twelve (12) total health coaching appointments over five (5) consecutive months. Client will also have a support chat made available to them from their certified health coach within the Company. The Client will receive approximately five (5) months of Cellular Solutions (by Dr. Pompa) CORE supplements for the duration of the Program, including one (1) CORE Prep Kit, three (3) Core Body Kits, and one (1) Core Brain Kit. Client will also receive unlimited lifetime access to HC.com's educational Client Portal.

In consideration of the foregoing and the covenants, agreements and provisions contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Services.** The Company agrees to perform for the Client the services (the "Services") set forth in Exhibit A to this Agreement, which is incorporated into this Agreement by this reference. If there is a conflict between Exhibit A and the Agreement, Exhibit A prevails. Services are subject to the End User Agreement which governs the client's access to and use of Services and is set forth in Exhibit B (the "End User Agreement") which is also incorporated into this Agreement by this reference. The parties hereby agree that if additional or different services are required, that the parties will amend or enter into a separate amendment to this Agreement to, among other things, provide for and describe such additional or different services. Such additional or different services shall at that time be considered a part of the "Services" herein.

1.1. **Change Requests.** The Client may, from time to time, request changes in the Services to be performed. Such changes that are mutually agreed upon by the Company and the Client, will be incorporated into written amendments to this Agreement. Such changes or additional or different services shall at that time be considered a part of the "Services" herein. Any such changes made to this Agreement shall have no effect on the amount that Client has agreed to pay the Company pursuant to Exhibit C of this Agreement.

2. **Payment.** The Client agrees to pay the Company for the Services in accordance with the Program's Payment Plan outlined on Exhibit D attached to this Agreement, which is incorporated into this Agreement by this reference. The Client agrees that the Services will not commence prior to the Company's receipt of any deposit, advance payment, or payment in full as set forth on Exhibit D. Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee regardless of Client's participation, attendance, or completion of the program.

2.1. **Collection Fee & Attorney Fees and Interest.** Client agrees to pay interest at the rate of 18% annually on all past due balances from the original due date, plus court costs and reasonable attorneys' fees, with or without suit, incurred in collecting any past due balance, and a collection fee of up to 40% of the remaining unpaid balance if any account is assigned to a collection agency.

- 2.2. Restrictive Endorsement Protection.** The Company may accept late or partial payments without waiving any of its rights under this Agreement. Client agrees not to send partial payments marked “paid in full”, “without recourse”, or similar language. If Client sends such a payment, the Company may accept such a payment without losing any of its rights under his Agreement.
- 2.3. Telephone Consumer Protection Act.** We want to stay in touch with you regarding your account. You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number, including wireless telephone numbers that you have or may attain, which could result in charges to you. We may also contact you by sending text messages to any telephone numbers that you have or may attain, or e-mail using any e-mail address owned by you. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. By signing this agreement I/we agree that we may be contacted as described above.
- 3. Relationship of the Parties.** The parties intend that the relationship between them created under this Agreement is that of an independent service provider only. The Company is not to be considered an agent, partner, joint venturer or employee of the Client for any purpose. The Client is interested only in the results obtained under this Agreement and, subject to compliance with the provisions hereof, the manner and means of performing the Services are subject to the Company’s sole control.
- 4. Client Cooperation.** This Agreement contemplates full Client cooperation in the Program. Cooperation includes Client’s agreement to remain active in the recommended Program for the recommended appointments. The Client recognizes that compliance with recommended coaching and coaching schedules is important and agrees to follow the coaching plan and Program as instructed. The Client understands that the lack of cooperation, failure to keep appointments and failure to follow other recommendations made within the Program may necessitate additional Services outside of those contemplated in this Agreement.
- 5. Warranties.**
- 5.1. Company Authority.** The Company warrants it is a validly organized business entity with authority to enter into this Agreement. This Agreement has been duly and validly executed and delivered by the Company and is a valid and legally binding agreement of the Company.
- 5.2. Client Authority.** The Client warrants that he or she has the right to perform all their obligations and grant all the rights contained in this Agreement. This Agreement has been duly and validly executed and delivered by the Client and is a valid and legally binding agreement of the Client.
- 6. Indemnification.** Except as limited by Section 7 below, each party (the “Indemnifying Party”) will indemnify the other party against, and hold it harmless from, any third party claims, damages, losses and liabilities directly caused by the gross negligence or willful acts of the Indemnifying Party or any of its personnel. Indemnification includes, without limitation, the payment by the Indemnifying Party of judgments, settlements, reasonable attorneys’ fees, and other reasonable costs and expenses.
- 7. Limitation on Liability – Statute of Limitations.** In no event shall a party be liable to the other party hereunder for any indirect, incidental, consequential, punitive, special or exemplary damages or penalties of any description, regardless of the form of the action or the theory of recovery, even if the party has been advised of the possibility of those damages. A party’s liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or the Services, or from the performance or breach thereof, shall in no case exceed the price allocable to the Services that give rise to the claim. Any action resulting from any breach as to the Services provided

under this Agreement must be commenced within one year after the cause of action has accrued. This Section 7 is not intended to limit or exclude a party's liability for any matter for which liability cannot be limited or excluded by law.

## **8. Term and Termination**

- 8.1. Term.** This Agreement is effective for five (5) months from the Effective Date (the "Initial Term"), or as soon as Company has received the required payment from Client, whichever is sooner.
- 8.2. Termination.** Subject to Sections 8.3 and 8.4 of this Agreement, Client may discontinue the Program and terminate this Agreement at any time by giving written notice to the Company. Such notice of termination shall discharge the Company from all further obligations and/or duty to render services of any kind to the Client. In the event of early termination by Client, Client shall incur a penalty fee in the amount of 10% of the total standard Program cost (initial discounts excluded). The Company, at its sole discretion, reserves the right to terminate this Agreement at any time for any reason, and will refund any and all payments already paid by Client for services not yet rendered. Client shall remain responsible for payment of any and all services received up to the point of early termination, including but not limited to any outstanding balance then owed.
- 8.3. Refunds Pursuant to Early Termination by Client.** The Program is fully refundable if notice of termination is sent by Client to the Company within forty-eight (48) hours of signing the contract, and if the initial evaluation appointment has not yet been attended. However, if supplements are shipped to Client before notice of termination has been sent, Client is obligated to pay for the retail price of the supplements sent. If Client chooses to terminate the Agreement prior to the initial appointment but more than 48 hours after the Effective Date, a 15% administrative fee of the total standard cost of the Program (initial discounts excluded) shall be retained by the Company and is non-refundable. If Client chooses to terminate the Agreement prior to the second appointment but after the first appointment, a 15% administration fee and a 5% research fee of the total standard cost of the Program (initial discounts excluded) shall be retained by the Company and is non-refundable. If Client chooses to terminate prior to the third appointment but after the second appointment, 50% of the total standard cost of the program (initial discounts excluded) shall be retained by the Company and is non-refundable. If Client chooses to terminate prior to the fourth appointment but after the third appointment, 75% of the total standard cost of the program (initial discounts excluded) shall be retained by the Company and is non-refundable. If Client chooses to terminate at any time after the fourth appointment, Client shall not be entitled to a refund of any kind.
- Notwithstanding any of the foregoing, if Client chooses to terminate this Agreement twenty (20) days or more after the Effective Date, Company shall retain 40% of the total standard cost of the Program (initial discounts excluded) and is non-refundable, regardless of how many appointments have been attended. Notwithstanding any of the foregoing, if Client chooses to terminate this Agreement after forty-five (45) days as of the Effective Date, Client shall not be entitled to a refund of any kind, regardless of whether or not any appointments have been attended.
- 8.4. Timing of Refunds.** All refunds to which Client is entitled under the terms of this Agreement shall be paid within thirty (30) days of the termination by either party.
- 8.5. Breach.** If either party breaches this Agreement and fails to cure the breach within 30 days after receiving written notice of the breach from the non-breaching party, then the non-breaching party may terminate this Agreement. This Section shall not limit the relief, remedies and damages to which the non-breaching party may be entitled.

**8.6. Survival.** In the event of any termination or expiration of this Agreement, the following shall apply: (a) Sections 5, 6, 7, 8, 9, 19 and 23 shall survive termination and expiration and remain in effect; and (b) termination or expiration of this Agreement shall not affect or delay any payment or fee under this Agreement that would be payable in the absence of termination or expiration.

**9. Confidentiality.**

**9.1. Nondisclosure of Confidential Information.** Client acknowledges that they may have access to certain confidential information of the Company concerning its proprietary data, business, business methods, programs, plans, clients, technologies, methods, products, techniques or processes and other information held in confidence by the Company (“Confidential Information”). Confidential Information includes all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Client agrees that they will not use in any way, for their own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as agreed by the Company, required by law or to the Client’s attorneys, accountants and other advisors as reasonably necessary), any of the Company’s Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no event less than a reasonable standard of care.

**9.2. Exceptions.** Neither Party shall have any obligation under Section 8.1 above with respect to information that is publicly known at the time of disclosure to the receiving party, which is in the receiving party’s possession prior to disclosure by the disclosing party, or which is independently developed by the receiving party without use or reference to the Confidential Information of the disclosing party. If through no fault of the receiving party, any Confidential Information of the disclosing party subsequently becomes public knowledge, then the receiving party shall thereafter have no obligation under Section 9.1 with respect to such Confidential Information that has become publicly known. If any information is lawfully disclosed by a third party to a receiving party under no duty of confidentiality, then Section 9.1 shall not restrict the receiving party from making any use or disclosure thereof that is lawfully authorized by the third party. If any disclosure of Confidential Information is required by law, government regulation, or court order, the receiving party may make such disclosure upon prior written notice to the disclosing party so that the disclosing party may seek a protective order or take other protective action, and the receiving party shall cooperate therewith to the extent reasonably necessary, at the disclosing party’s cost and expense.

**9.3. Injunctive Relief.** The Client acknowledges that violation of any or all of the provisions of Confidentiality in this Section 9 may cause irreparable harm to the Company that may not be adequately compensable by monetary damages.

**10. Assignment.** Except as provided otherwise in this Section 10, the Client may not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Company. Any such assignment made without prior written consent of the other party is void. This Agreement is binding upon the parties’ respective successors and permitted assigns.

**11. Arbitration.** Any and all disputes, controversies, claims, and differences arising out of or relating to this Agreement, or any breach thereof, which cannot be settled through correspondence and mutual consultation of the parties hereto, shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as then in effect. Each party shall select an arbitrator, and such arbitrators shall jointly select a third arbitrator, or if they cannot agree, AAA shall select a third arbitrator within 20 days after service of the notice of demand for arbitration. Arbitration proceedings shall be held in Utah. The decision of a majority of

the arbitrators shall be final and binding upon the parties hereto, shall not be subject to appeal, and shall deal with the questions of costs of the arbitration and all matters related thereto. Judgment upon the award or decision rendered by the arbitrators may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial recognition of the arbitration award or an order of enforcement thereof, as the case may be. This agreement to arbitrate shall be specifically enforceable by the parties, and they confirm that they intend that all disputes, controversies, or claims of any kind shall be arbitrated. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

12. **Attorneys' Fees.** In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and courtroom costs, in addition to any other relief to which it may be entitled.
13. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Utah, including all matters of construction, validity and performance.
14. **Headings; Interpretations.** The headings of this Agreement and the Exhibits are used herein for reference purposes only in construing the Agreement and the Exhibits or any provision hereof. Where the context of the Agreement so requires, the use of the neuter gender shall include the masculine and feminine genders, the masculine gender shall include the feminine and neuter genders, and the singular number shall include the plural and vice versa. Each party hereto acknowledges that (a) each party hereto is of equal bargaining strength; (b) each such party has actively participated in the preparation and negotiation of the Agreement and Exhibits; and (c) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion hereof, any amendments hereto or any exhibits attached hereto.
15. **Notices.** Any notices, requests, demands or other communications required or permitted to be sent under this Agreement shall be in writing and sent by hand, certified or registered mail (return receipt requested and postage prepaid), nationally recognized overnight courier, or email (without notice of delivery failure), to the address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). The notice shall be deemed to have been delivered, given and received (a) on the day of personal delivery, (b) one business day after deposit with an overnight courier, (c) three business days after deposit in the mail, or (d) on the date sent by email (or at the start of the next business day if sent on a day that is not a business day or at a time that is not during normal business hours in the recipient's time zone).

Notices shall be sent to the parties in accordance with Section 15 of the Agreement.

Notices to the Company must be sent to:

Primal Roots Wellness LLC  
93 E Fort Knox Way  
Washington, UT 84780  
Email: [diane@primalrootswellness.com](mailto:diane@primalrootswellness.com)

Notices to the Client must be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Phone:

Email:

- 16. Non-Waiver.** No course of dealing, course of performance, or failure of either party to enforce strictly any Agreement provision is to be construed as a waiver of a provision.
- 17. Supplement Sales.** All supplements sales are final. If Client has any allergies or intolerances to specific ingredients inside the supplements provided, it is Client's sole responsibility to notify the Company in accordance with Section 15 of this Agreement within one (1) business day after enrollment in the program. If supplements are sent out before the Company has been notified, it will be the Client's responsibility to pay for the entire cost of the supplements as there are no refunds available on supplements.
- 18. No Guarantee.** Client recognizes this Agreement is not a guarantee of results, but solely contemplates the Services to be rendered and the fees to be paid for the Program. By signing this Agreement, Client understands that all payment obligations are not contingent upon the Client's desired outcome or benefits from participating in the Program.
- 19. Non-Disparagement.** Neither Party shall, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other party, or any of their respective subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, agents, representatives or reputations. Notwithstanding the foregoing, nothing in this Agreement shall preclude the other from making truthful statements that are required by applicable law, regulation or legal process.
- 20. Program Pause.** Client is allowed to pause the Program and Services provided therein one (1) time during the Initial Term. Below are the fees associated with reinstating and resuming the Program:
- Pause 1-3 Months: No reinstatement fee  
Pause 4-6 Months: \$500.00 reinstatement fee  
Pause 7-12 Months: \$1,000.00 reinstatement fee  
Pause more than 12 Months: Program and Agreement are terminated and full cost of Program is required to be paid in full.
- Upon the expiration of the specified pause period designated by Client, the Company will reach out to Client to confirm the reinstatement of the Program. The Client is required to respond to the Company within five (5) business days or the Client will be charged for the Program.
- 21. Functional Medicine Client Agreement.** Client is obligated to read and execute the Disclaimer and Client Consent attached hereto as Exhibit C before Client may participate in the Program and any Services can be rendered.

22. **Appointments.** Client agrees to attend all scheduled appointments on time. Failing to join an appointment within 10 minutes of the scheduled time will result in forfeiture of the appointment and will constitute a "missed" appointment. All missed appointments may be rescheduled within the Program time-frame subject to the requirements and restrictions set forth in this Section 22 as follows:
- Client has one (1) non-penalized cancel/reschedule per each appointment if canceled at least forty-eight (48) hours prior to the agreed-upon appointment time.
  - If Client cancels within the 48 hour window from the agreed-upon appointment time, Client loses that appointment. Any appointment canceled within 48 hours may be reinstated for a one-time fee of \$37.
  - Client must give a cancellation notice to the Company in accordance with Section 15 of this Agreement order for an appointment to be considered canceled. If a cancellation notice is given to the Company in accordance with Section 15 of this Agreement, Client shall have two (2) weeks to reschedule the appointment from the date the notice was given or it will be forfeited without a refund or chance to reinstate.
  - If cancellation notice is not given, Client has one (1) week from the missed appointment time to reinstate and reschedule the appointment for a one-time fee of \$37. After one (1) week from the appointment date, the appointment will be forfeited with no opportunity to reschedule. No refunds will be issued to Client on forfeited appointments.
23. **Insurance.** Client understands that when paying for the Program, the Company will not be billing insurance companies for the Services provided. The Company will supply general receipts for paid invoices but will not provide any billing information for insurance billing purposes.
24. **Remedies.** Except as otherwise limited herein, the Agreement rights and remedies are cumulative and in addition to any other remedies available at law or in equity.
25. **Severability.** If any Agreement provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The Agreement's remaining provisions will stay in effect.
26. **Entire Agreement.** This Agreement, Exhibit A, Exhibit B, Exhibit C, and Exhibit D and any other exhibits or attachments appended to the Agreement constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the Agreement subject matter. No modification, amendment, supplement to, or waiver of this Agreement is binding upon the parties unless made in writing and signed by authorized representatives of both parties.
27. **Counterparts.** This Agreement and any Exhibit may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
28. **Minor Acknowledgment.** In the case the Client is a minor, the parent or legal guardian acknowledges that he/she is not only signing this Agreement on behalf of the minor, but that he/she is also signing on his/her own behalf and that the undersigned parent or guardian shall be bound by all the terms of this Agreement and attachments hereto. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Program and the Services. By

signing this Agreement without a parent or legal guardian's signature, Client, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of the minor Client, the signing adult represents that he/she is a legal parent or guardian of the minor Client.

**PLEASE READ THIS DOCUMENT AND ITS ATTACHMENTS CAREFULLY IN THEIR ENTIRETY. DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ AND UNDERSTOOD IT COMPLETELY.**

**BY SIGNING THIS AGREEMENT, THE CLIENT INDICATES THAT HE/SHE HAS FULLY READ AND UNDERSTOOD THIS AGREEMENT, ITS ATTACHMENTS, AND ALL THE TERMS HEREOF AND THEREOF, AND HE/SHE AGREES TO ABIDE BY ALL OF THE TERMS CONTEMPLATED HEREIN AND THEREIN.**

[Signature Page to Follow]



**COMPANY**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

**CLIENT**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Type or Print)

**TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR CLIENT**

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this Agreement and all of its attachments.

Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian Date \_\_\_\_\_

**EXHIBIT A  
TO THE  
PRIMAL ROOTS WELLNESS PROGRAM AGREEMENT**

**PROGRAM SERVICES**

The Primal Roots Wellness Program is a five (5) month educational and coaching Program. Client can expect to receive the following throughout the duration of the 5 months: seven (7) 1 on 1 45-minute Coaching Calls; five (5) 1 on 1 15-Minute Coaching Calls; and approximately five (5) months worth of Cellular Solutions (by Dr. Pompa) CORE supplements, including one (1) CORE Prep Kit, three (3) Core Body Kits, and one (1) Core Brain Kit. Additionally, client will be granted Lifetime Access to HC.com's Client Educational Portal, subject to the End User Agreement as set forth in EXHIBIT B.

**EXHIBIT B**  
**END USER AGREEMENT**

**HEALTH CENTERS.COM**  
**END USER AGREEMENT**

This End User Agreement (the "Agreement") governs your use of and access to the supplements and/or services made available to you hereunder (the "Services"), pursuant to and subject to the Master Reseller Agreement (the "MRA") between Health Centers.Com, a Utah limited liability company ("HC.Com"), and the reseller party (Primal Roots Wellness LLC) who designated you as Client thereunder ("Reseller"). The terms "you," "your," and "Client" shall refer to the individual set forth on the signatory portion below.

YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS BY YOUR ACCEPTANCE OR USE OF THE SERVICES. ADDITIONALLY, YOUR CONTINUED ACCESS TO AND USE OF THE SERVICES CONFIRMS YOUR CONTINUING ACCEPTANCE OF THIS AGREEMENT. YOUR ACCEPTANCE AND EXECUTION OF THIS AGREEMENT IS YOUR REPRESENTATION THAT YOU HAVE THE AUTHORITY TO ENTER INTO AND BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT OR SIGN THIS AGREEMENT AND MAY NOT USE OR HAVE ACCESS TO THE SERVICES.

You agree not to use the Services if you are a competitor of HC.Com. You agree not to provide access to the Services to any party who is a competitor of HC.Com or any party who is not designated as a Client by the Reseller. In addition, you may not use the Services for purposes of monitoring their availability, performance, or functionality or for any other benchmarking or competitive purposes.

1. **ACCESS AND USE.** Subject to and conditioned on your compliance with the terms and conditions of this Agreement, HC.Com hereby grants to you a non-exclusive, non-transferable right to access and use the Services during the term hereof, solely for your internal use in accordance with the terms and conditions herein. All rights, titles, and interests in and to the Services not expressly provided by such access are reserved to and will remain with HC.Com.

2. **INTELLECTUAL PROPERTY.** The Services, in whole or in part, and all copyrights, trademarks, trade secrets, and other proprietary rights therein are and will remain the sole property of HC.Com, regardless of the use made by you of the same; and are protected by United States and international copyright, trademark, trade secret, and other laws governing intellectual property. This Agreement confers no title of ownership in the Services and is not a sale of any rights in the Services. You shall treat the Services with at least the same standard of care as you treat any other intellectual property

material, in no case less than a reasonable standard of care. You agree not to challenge HC.Com's ownership in or enforceability of HC.Com's rights in and to any Services..

3. **FEEDBACK.** If you suggest any changes to the Services, including, without limitation, new supplements or the effectiveness thereof, you hereby assign to HC.Com all rights, title, and interest in, and HC.Com is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in such suggestions for any purpose whatsoever. HCF is not required to use any suggestions.

4. **USE OF SERVICES.** The Services are solely for your personal and noncommercial use. Use of the Services is subject to the terms of this Agreement. If there is an unauthorized use by anyone who obtained access to the Services directly or indirectly through you, you shall take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by the Reseller to prevent or terminate such unauthorized use. You will cooperate and assist with any actions taken by HC.Com or Reseller to prevent or terminate such unauthorized use. You will indemnify, defend and hold HC.Com and Reseller harmless from any and all liability, loss, damage, expense, or other costs resulting from such unauthorized access.

In furtherance, and not in limitation of the foregoing, you shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Services, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, transfer, or otherwise make available the Services; or (c) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any person, or that violates any applicable law.

The provisions of this **Section 4** shall survive the termination of this Agreement.

5. **TERM.** This Agreement shall be effective as of the first date on which you have access to or use the Services or any portion thereof and continue until terminated pursuant to **Section 8** hereof (which with respect to Reseller may occur at any time).

6. **ASSIGNMENT.** You shall not assign or otherwise transfer any rights granted hereunder without the prior

written consent of HC.Com, in its absolute, complete, and unqualified discretion. Any attempt to assign or otherwise transfer any of the rights, duties, or obligations hereunder without compliance with this Section 6 is and shall be void *ab initio*.

7. **CONFIDENTIALITY.** All information that you receive from Reseller through the Services (hereinafter "Confidential Information") shall be kept confidential, and you agree to treat the Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. You agree, during the term hereof and for a period of five years thereafter, to keep confidential all Confidential Information disclosed to you by HC.Com or Reseller in accordance herewith and to protect the confidentiality thereof with at least the same standard of care with which you protect the confidentiality of similar information and data of your own (at all times exercising at least a reasonable standard of care in the protection of Confidential Information); provided, however, that you shall not have any such obligation with respect to the disclosure to third parties of such Confidential Information that can be established: (a) was known generally in the industry on a non-confidential basis before communication by HC.Com to you; (b) becomes known publicly without any violation by you of the terms of this Agreement; or (c) was received by you without any obligation of confidentiality from a source (other than HC.Com) lawfully having possession of such information. Except as prohibited by applicable law or legal process or to the extent part of an examination by a regulatory or self-regulatory body, if you are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, regulatory processes (including those of self-regulatory organizations), or similar process) in connection with any proceeding to disclose or otherwise becomes legally compelled to disclose any Confidential Information, you shall provide HC.Com with prompt written notice and, if requested by HC.Com after receipt of such notice, you shall provide HC.Com With reasonable assistance (subject to reimbursement by the HC.Com of all reasonable and out-of-pocket expenses incurred by you in providing such assistance) so as to enable HCF to seek a protective order or other appropriate remedy or waive compliance with this Agreement. If such a protective order or other remedy is not obtained or if HC.Com waives compliance with this Agreement, you may disclose Confidential Information, but only such Confidential Information as it is legally required to disclose in the reasonable opinion of your counsel, and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information disclosed. Your obligations under this paragraph will survive the termination of this Agreement or of any License granted under this Agreement for whatever reason.

8. **TERMINATION.** You may terminate this Agreement and the rights granted herein by providing Reseller prior

written notice of such termination and ceasing use of the Services on or prior to the end of such notice period. Reseller may terminate this Agreement and the rights granted herein by giving you written notice of termination for any reason. This Agreement and the rights granted hereunder shall also terminate automatically upon termination of the MRA. Upon any termination of this Agreement, you shall cease all use of the Services and destroy all Services then in your possession and take such other actions as HC.Com may reasonably request in writing to ensure that any portion of the Services remains in your possession.

9. **REFUNDS PURSUANT TO TERMINATION.** The Services are fully refundable if notice of termination pursuant to Section 8 of this Agreement is sent by Client to the Company within forty-eight (48) hours of purchase. Notwithstanding the foregoing, if the supplements are shipped to Client before notice of termination has been sent, Client is not eligible for a refund pertaining to any supplements purchased. Notwithstanding any of the foregoing, Reseller, in his or her full discretion, may issue a refund to the Client in the amount of all or any portion of the Client's purchase.

10. **COMPLIANCE WITH LAWS.** You will comply with all laws and regulations applicable to the access to and use of the Services. You represent, warrant, and covenant that all Services will be provided solely for lawful purposes, and in no event shall any communications or any content thereof be in violation of any laws or third-party rights applicable to such use, including without limitation any prior consent laws and regulations and any intellectual property rights or laws.

11. **DISCLAIMER OF WARRANTY. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU BEAR ALL RISKS RELATING TO THE QUALITY AND PERFORMANCE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, HC.COM DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.** Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to you. Any warranties made in this Agreement are for your benefit only.

12. **LIMITATION ON LIABILITY.** IN NO EVENT WILL RESELLER, HC.COM, ITS SUPPLIERS, OWNERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SERVICES, EVEN IF HC.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HCF BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY SERVICES. YOU ASSUME RESPONSIBILITY FOR THE USE AND

RESULTS OBTAINED FROM THE SERVICES. UNDER NO CIRCUMSTANCES WILL HC.COM OR RESELLER'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE RESELLER DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO YOU.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Utah, U.S.A., without regard to any choice of laws or provisions thereof.

14. REMEDIES. You agree that your obligations herein are necessary and reasonable in order to protect Reseller, HCF, and its business interests, and you expressly agree that monetary damages alone may be inadequate to compensate Reseller or HC.Com for any breach by you of your covenants and agreements set forth herein. Accordingly, you acknowledge that the unauthorized use or transfer of the Services will (a) substantially diminish the value to HC.Com and Reseller of the proprietary interest that are the subject of this Agreement; (b) render Reseller's and HC.Com's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (c) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use of the Services, HC.Com, and Reseller shall be entitled to equitable relief to protect its interest therein, including but not limited to preliminary and permanent injunctive relief without the requirement of a bond. For such purposes, the parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts found within the State of Utah, and they do agree that the venue shall be proper in the County of Utah in the State of Utah. In addition to any other remedies that may be available, in law, in equity or otherwise, HC.Com and Reseller shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you, without the necessity of proving actual damages.

15. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by binding arbitration in Salt Lake County, Utah, except any action for injunctive relief that may be brought pursuant to the terms of this Section 15. Unless

otherwise agreed, the arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held before three arbitrators, one arbitrator chosen by each of the parties and the third arbitrator chosen by the two arbitrators. Each of the arbitrators shall be chosen from a panel of attorneys knowledgeable in the field of business law in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitrators shall have no jurisdiction to consider the evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty) or any other damages inconsistent with the terms and provisions of this Agreement. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. Any ruling rendered by the arbitrators shall be final and non-appealable and shall be enforceable in any court of competent jurisdiction.

16. ATTORNEY FEES. In case of arbitration or action to enforce any rights or conditions of this Agreement or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding, or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

17. ENTIRE AGREEMENT; AMENDMENT. This Agreement is a binding contract and constitutes the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; it is intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing by Reseller with prior notice given of the effectiveness thereof.

18. NON-WAIVER. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

19. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

20. SEVERABILITY; BINDING EFFECT. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. This Agreement shall be binding on and inure to the benefit of the parties and, to the extent permitted by Section 7, their heirs, personal representatives, and successors.

21. FORCE MAJEURE. HC.Com or Reseller will not be liable for, or be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Reseller's reasonable control, so long as Reseller uses commercially reasonable efforts to avoid or remove such causes of non-performance.

22. RELATIONSHIP OF PARTIES. The parties agree that they are independent actors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

23. NOTICE. All notices, consents, and other communications permitted or required to be given hereunder ("Notice") shall be delivered by electronic mail to email [info@healthcenters.com](mailto:info@healthcenters.com) and to you at the electronic mail address set forth below. Any party may change its email address for notification purposes by giving the other party notice of the new email address and the date upon which it will become effective in accordance with the terms of this Section.

24. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Reseller, HC.Com, and its affiliates, directors, officers, employees, agents, and representatives from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), judgments, and claims that arise out of or relate to (a) any breach by you of this Agreement and (b) your use of the Services.

25. MUTUAL WARRANTIES. The parties represent and warrant to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement do not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

26. TITLES AND SUBTITLES. The titles and subtitles used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement.

27. MEDICAL DISCLAIMER. HC.Com AND RESELLER ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE. MORE SPECIFICALLY, NEITHER HC.Com NOR RESELLER EXAMINES, DIAGNOSE OR TREAT, OR OFFER TO TREAT OR CURE OR ATTEMPT TO CURE ANY MENTAL OR PHYSICAL DISEASE, DISORDER OR ILLNESS, OR ANY PHYSICAL DEFORMITY OR INJURY. NEITHER HC.Com, RESELLER, NOR THE SERVICES ARE MEANT TO BE RELIED UPON OR TREATED AS A SUBSTITUTE FOR, OR REPLACEMENT OF, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. NOTHING STATED OR MADE AVAILABLE TO YOU BY HC.Com OR RESELLER IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR MEDICAL COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS, OR ADVICE.

28. HIPAA COMPLIANCE DISCLAIMER: Please be advised that the systems used by HC.Com and Company for the provision and delivery of Services are not governed by insurance and do not offer specific HIPAA protections. Although we make reasonable efforts to keep your information confidential, by using the Services, you accept the risks of confidentiality loss via the use of email, text, phone, video call, and other technology.

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By signing below, you acknowledge that you have read the entirety of this Agreement. You have been given the opportunity to ask questions, and you understand the terms and conditions governing the access and use of the Services as set forth above. You further agree not to rely upon or treat HC.Com, Reseller, or the Services as a substitute for, or a replacement for, professional medical advice, diagnosis, or treatment. You will not disregard, avoid or delay obtaining medical or health-related advice from your independent healthcare professional because of any advice you may have received from the Reseller, or from your use of the Services.

Signature Page To Follow

**CLIENT**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Type or Print)

Email: \_\_\_\_\_

**EXHIBIT C**  
**TO THE PROGRAM AGREEMENT**

**DISCLAIMER AND CLIENT CONSENT**

**PLEASE READ CAREFULLY**

POMPACORE CERTIFIED COACHES ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE. MORE SPECIFICALLY, WE DO NOT EXAMINE, DIAGNOSE OR TREAT, OR OFFER TO TREAT OR CURE OR ATTEMPT TO CURE, ANY MENTAL OR PHYSICAL DISEASE, DISORDER OR ILLNESS, OR ANY PHYSICAL DEFORMITY OR INJURY, AND WE DO NOT RECOMMEND OR PRESCRIBE, OR RECOMMEND CHANGING DOSAGE OR DISCONTINUING ANY PRESCRIPTION MEDICATIONS OR PHARMACEUTICAL DRUGS. THE HEALTH COACHING SERVICES PROVIDED BY THE COMPANY SHALL INCLUDE HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND ARE DESIGNED MERELY FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY UPON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A SEPARATE LICENSED PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE LEARNED THROUGHOUT YOUR PARTICIPATION IN THE PROGRAM AND ITS SERVICES. THE USE OF ANY INFORMATION OBTAINED THROUGHOUT THE PROGRAM IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR MADE AVAILABLE TO YOU THROUGHOUT THE PROGRAM IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR MEDICAL COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

I agree not to rely upon or treat the Program and its Services as a substitute for, or a replacement of, professional medical advice, diagnosis, or treatment. If I have any concerns or questions about my health, I will consult with a separate licensed physician or other health-care professional. I will not disregard, avoid or delay obtaining medical or health related advice from my health-care professional because of my participation in the Program. The use of any information provided by the Company is solely at my own risk.

Neither the health coaching services provided by the Company, nor any information provided to me by the Company is intended to suggest that I should not seek professional medical care, or that I should disregard professional medical advice.



## NOTICE OF DEVIATION FROM MEDICAL NORMS AND ESTABLISHED PRACTICES.

Whereas Company is owned and operated by, and coaching services are rendered by Diane Richardson, MSN, APRN, "Provider", who holds a healthcare license, you hereby acknowledge that any advice or recommendation given to you by provider as part of the fulfillment of Services, or as part of any other interaction between provider and any person who has been at any time a client or prospective client of the Services described, is considered alternative to and deviating from standard medical norms and established practices for the treatment of any specific health condition. Specifically, this alternative service deviates from normally recommended medical protocols in that the services are designed to improve overall wellness holistically and not to directly impact any specific health condition or diagnosis.

## RISKS AND BENEFITS.

Potential risks of such alternative services include but are not limited to: failure to recognize or diagnose a specific condition, and delaying or missing out on more direct treatment with an established medical protocol to treat specific symptoms. Potential benefits associated with the alternative healthcare service include a broader overall improvement in multiple organ systems simultaneously, integration of multi specialty treatment synergistically via natural methods with minimal risk of adverse effects, and the potential prevention or altering of root causes/risk factors of illness rather than simply addressing downstream symptoms. Provider considers these potential benefits a reasonably justified rationale for deviation from general medical norms. HOWEVER, provider recommends supplemental collaboration with additional independent medical professionals for ongoing targeted treatment of any specialty healthcare needs and places the responsibility for such collaboration and treatment-seeking on you, the client. By accepting the Services offered by Company and the provider, you are agreeing to receive the alternative health care service with is outside medical norms and established practices.

Please check the boxes to agree to the following statements:

- ☐ I understand that the Program is not intended to fully eliminate any or all dysfunction in the time frame designed, but is designed to proactively address my concerns
- ☐ I will not hold my coach or coaches responsible for any pain or discomfort I experience before, during or after my participation in the Program and the Services.
- ☐ I understand that the health coaches in the Program are not acting as licensed health care professionals in this context notwithstanding they may be independently licensed.
- ☐ I understand that all Services offered in the Program are not a substitute for medical care.
- ☐ I understand that coaches are not qualified to carry out a medical examination or provide a medical diagnosis in the context of this Program and I agree to not interpret their comments as medical advice.
- ☐ I understand that my personal information will need to be disclosed if required to by law.
- ☐ I have read this disclaimer and understand its content.

I [ ] hereby give my consent to receive the Services and participate in the Program, which is alternative to standard medical norms and established practices. I acknowledge and agree that I am doing so at my own risk. My health and safety with respect to such Services are my sole responsibility. My decision to receive the Services and to participate in the Program is voluntary, and I know of, understand and assume any and all risks associated therewith. In exchange for participating in the Program and receiving the Services, I hereby waive, release, discharge and hold harmless the Company and all of its officers, managers, employees, affiliates, agents and representatives from any and all liability for any and all injuries, including damages or claims relating to or resulting from my participation in the Program and my receipt of the Services, now or in the future, foreseen and unforeseen.

By signing below, you acknowledge that you have read this consent form, as well as the entirety of the Agreement and all of its exhibits. You have been given the opportunity to ask questions and you understand what the Program and Services involve.

**CLIENT**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Type or Print)

**TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR CLIENT**

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent to the terms and provisions set forth in this Disclaimer and Client Consent form.

Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian Date \_\_\_\_\_