



Client Agreement

Welcome! I am looking forward to working with you! Please read this information carefully.

This Agreement is being made between Eat Freely Nutrition Arizona, Inc in Gilbert, Arizona (“Dariella Gonitzke” or “me”) and (“Participant” or “you”). We both legally agree to the following:

1. Program Description

You are enrolling in my 4-month program called The Hormone Harmony Method (“Program”). As part of this Program, you will receive:

- 16 weekly group accountability calls that are 60 minutes in length via Zoom
- 4 one-on-one calls with me that are 45 minutes in length by Zoom or phone
- 14 course content/modules that may be accessed through the final week of the program (week 16)
- Group forum/Facebook group for group interaction and support
- Handouts and resources
- Attending the group calls and posting on the Facebook group is optional but highly encouraged to get the most out of the program.

2. Expectations and Responsibilities

During the Program, you can expect that I will:

- Come prepared.
- Devote my full attention to the group/Mastermind during our time together.
- Serve as your group mentor and supporter.
- Stretch you outside of your comfort zone, at times if needed.
- Offer support, encouragement, feedback and guidance.
- Build and create a supportive group environment with minimal disturbances pertaining to the elements I can control.

I expect that you as a participant will:

- Show up on time without distractions.
- Participate with care, kindness, and respect to other Program participants and me.
- Come fully prepared to give your best efforts to the Program.
- Complete all action steps to maximize your results.
- Promptly provide payment for the Program.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.

3. Scheduling and Communication

Contacting Me: Should you need to reach me between appointments/calls, please contact me between 8:00 am - 3:00pm PT. I will do my best to respond to you within 24 hours on weekdays. On weekends and holidays, I will do my best to reply to you by the next business day. Any e-mails related to your Program are for quick questions and you will receive brief responses. If you want to discuss Program content or your own situation at length, I may request that you raise your questions or concerns as part of the group program calls or in the group forum, or save them for your 1:1 monthly session.

Group Calls. A schedule of our Program group calls will be shared with you during your enrollment in the Program or shortly thereafter, including the call-in-/login information to participate in the call. Please plan to come to the group calls on time. If you miss a group call, there will be no make-up dates for the call; rather, you may access the replay/recording which will be shared with Program participants following the call on the Facebook group.

One-on-one Calls. Any one-on-one calls that may be offered may be scheduled through my online scheduler. Our time together is important. Please come prepared to start and end each one-on-one call on time. If you need to reschedule or cancel a one-on-one call, you need to do so at least 24 hours in advance of your scheduled time by sending an e-mail to me. If you do not contact me at least 24 hours in advance, this will be considered a Missed Call which will be forfeited and you will not have the opportunity to reschedule it or to receive a refund for that portion of the Program.

Call Recordings. All Program calls will be recorded. Recorded group calls will be shared with the group participants within 24 hours following the call. By participating in the Program and speaking at any time during any call, you are consenting to the recording of your voice, image and/or name and likeness.

4. Investment and Payment.

Investment: You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way.

- If paying in full, your investment is \$1997 and must be made upon enrollment in the Program.
- If paying in installments, payment of the first of 4 installments in the amount of \$696 must be made upon enrollment in the Program, and 3 subsequent monthly payments in the amount of \$500 will be due in 1 month increments from the date of the first payment.

Payment Authorization and Receipt: If paying by debit card or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt. Please note that chargebacks are not permitted and you are agreeing that upon enrollment and by participating in this Program for any length of time, you will make payment in full.

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3 day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within the 3 day grace period, your access to the Program will automatically terminate and you will no longer be granted access.

Refund Policy: It is my intention for you to be happy with your Program. However, because I have invested considerable time and effort in your Program, if you decide to withdraw at any time for any reason, you are still fully responsible for making all Program payments, and no refunds will be provided.

5. Confidentiality.

Confidentiality Related to Group Calls. Confidentiality is important to me. At the same time because this is a group setting, you are aware that when you participate in a group call or interact with any group members by any means during the Program, including in the group calls and the Facebook group you are voluntarily sharing and disclosing information which may be seen, heard, collected and used by others, and therefore, I cannot be responsible for any unauthorized use of any or all of the information that you share with other group participants, whether during the calls, online, in private conversations, or in any other manner.

Confidentiality Related to One-on-One Calls. I will keep all information that you share with me during one-on-one calls confidential. I will not disclose any information that you share with me during the one-on-one calls to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, (3) when the safety, health, privacy rights, intellectual ownership rights, and/or any other rights of any participants may be threatened or have been violated, or (4) you have specifically given me prior written permission.

6. Intellectual Property Rights.

My Intellectual Property Rights. I retain all ownership and intellectual property rights to the Program content and all materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

7. Personal Responsibility, Disclaimer & Release of Claims.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your Program and you knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program or any of the Program content or materials. You agree to: (1) be mindful of your own well-being during the course of this Program, (2) act with respect and care without causing harm to any other group members (including but not limited to their work product and/or other intellectual property rights or other rights), and (3) recognize that you are solely responsible for your results.

Disclaimer: I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice in any way. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to

religion, spirituality, or faith, consult your own clergy member or spiritual healer. Do not start or stop taking any medications because of anything you have read or received through this Program. Any recommendation of any specific programs, products or actions are simply offered for educational purposes, and you need to check with your own medical professional before using any of these programs, products or taking any actions that may affect your body or your health in any way.

Limitation of Liability, Indemnification, and Release of Claims: I will not be held responsible in any way for the information that you request or receive through this Program, including my services, products, and Program materials and any other information you have received from or through me related to this Program to the fullest extent permitted by law. You agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against me in the future that may arise from your participation in the Program, including all services, products, and Program materials, to the extent permitted by applicable law. You agree to hold me free of all liability and responsibility for any actions or results for adverse situations created as a direct or indirect result of specific information or recommendations that you receive through this Program.

8. Other Important Terms.

Termination: If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 3 days in advance by e-mail (dgonitzke15@gmail.com). Even after termination by either of us, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future.

Notice: All correspondence or notice required regarding the Program shall be made to each of us at the respective e-mail address given when you registered. Should your e-mail address, billing or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 5 days of any change.

Force Majeure: In the event that any cause beyond my reasonable control, including, without limitations, "acts of God"/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for me to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, I will not be liable for a reasonable period of delay or for the inability to indefinitely fulfill my responsibilities and obligations.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement may be modified or amended at any time so long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement. If any section of this Agreement is found to be unenforceable, all other sections shall be held in full force and effect.

Governing Law: This Agreement shall be construed according to the laws of the County of Maricopa and in the State of Arizona.

Dispute Resolution: Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in the County of Maricopa in the State of Arizona where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Non-Disparagement: You agree to not publicly or privately make any negative or critical comments about the Program, my business or me, or to communicate with any other individual, company or entity in a way that disparages the Program or harms my reputation in any way, including on social media at any time. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

By continuing with the Program, you acknowledge that you have read, understand, agree to and accept all of the terms in this Agreement. You agree that you have had the opportunity to ask me any questions prior to signing, and your registration for the Program indicates that you agree with all of the terms of this Agreement.