

CONFIDENTIALITY AND PAYMENT AGREEMENT  
("the Agreement")

BETWEEN:

Media Dietitian Mentorship  
67 S Higley Rd., STE 103, #129, Gilbert, AZ 85296  
(the "Seller")  
OF THE FIRST PART

AND -

Participants who purchase the Media Dietitian Mentorship  
Training (the "Buyer")  
OF THE SECOND PART

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BACKGROUND:

- A. The Seller and the Buyer are entering into a transaction (the "Transaction") with respect to the Media Dietitian Mentorship Training (the "Program").
- B. In connection with the Transaction, the Seller may disclose certain confidential information to the Buyer for the purpose of fulfilling the Program (the "Permitted Purpose").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. CONFIDENTIAL INFORMATION

- 1. All written and oral information and materials disclosed or provided by the Seller to the Buyer under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Buyer.
- 2. 'Confidential Information' means all data and information relating to the transaction and the Seller, including but not limited to, the following:
  - a. 'Intellectual Property' which includes information relating to the Seller's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data,

technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

b. 'Service Information' which includes all data and information relating to the services provided by the Seller, including but not limited to, plans, schedules, manpower, inspection, and training information;

c. 'Product Information' which includes all specifications for products of the Seller as well as work product resulting from or related to work or projects of the Seller, of any type or form in any stage of actual or anticipated research and development;

d. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Seller, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs; and

e. Confidential Information will also include any information that has been disclosed by a third party to the Seller and is protected by a non-disclosure agreement entered into between the third party and the Seller.

3. Confidential Information will not include the following information:

- a. Information that is generally known in the industry of the Seller;
  - b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Buyer;
  - c. Information rightly in the possession of the Buyer prior to receiving the Confidential Information from the Seller;
  - d. Information that is independently created by the Buyer without direct or indirect use of the Confidential Information;
- or
- e. Information that the Buyer rightfully obtains from a third party who has the right to transfer or disclose it.

#### Confidential Obligations

4. Except as otherwise provided in this Agreement, the Buyer must keep the Confidential Information confidential.

5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Seller and will only be used by the Buyer for the Permitted Purpose. The Buyer will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Seller or any associated affiliates or subsidiaries.

6. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Buyer in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination,

as the case may be, of this Agreement and those obligations will last indefinitely.

7. The Buyer may disclose any of the Confidential Information:

a. to such employees, agents, representatives and advisors of the Buyer that have a need to know for the Permitted

Purpose provided that:

i. the Buyer has informed such personnel of the confidential nature of the Confidential Information;

ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Buyer;

iii. the Buyer agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and

iv. the Buyer agrees to be responsible for and indemnify the Seller for any breach of this Agreement by their personnel.

b. to a third party where the Seller has consented in writing to such disclosure; and

c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

8. The Buyer agrees to retain all Confidential Information at their usual place of business and to store all Confidential

Information separate from other information and documents held in the same location. Further, the Confidential

Information may not be used, reproduced, transformed, or stored on a computer or device that is accessible to

persons to whom disclosure may not be made, as set out in this Agreement.

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## 2. PAYMENT TERMS AND AUTHORIZATION

### a. Payment Policy

The Buyer agrees to pay the full tuition for the Media Dietitian Mentorship Training as outlined at the time of registration. Payment may be made in full or through a Seller-approved installment plan.

### b. Authorization to Charge Card on File

If the Buyer chooses to enroll via a payment plan, the Buyer expressly authorizes the Seller to charge the credit or debit card on file for the agreed-upon installment amounts on or about the

due dates communicated at the time of registration. The Buyer is responsible for ensuring that their payment method remains active and up to date.

c. Failed or Late Payments

Should a scheduled payment fail due to insufficient funds, expired card, or any other reason, the Seller reserves the right to retry the charge. If payment is not received within 7 calendar days of the due date, access to the Program may be suspended until the account is brought current.

d. Collections

If payment remains outstanding for more than 30 calendar days, the Buyer acknowledges that their account may be referred to a collections agency and/or legal counsel. The Buyer agrees to be responsible for all costs of collection, including reasonable attorney's fees.

e. No Refund Policy

Due to the digital and intellectual nature of the services provided, all sales are final and non-refundable. The Buyer acknowledges that they are responsible for full payment, whether or not they complete the Program.

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### 3. NON-COMPETITION

If the Transaction is not satisfactorily completed by the Parties, then:

a. Other than with the express written consent of the Seller, which consent may not be unreasonably withheld, the

Buyer will not, from the date of this Agreement until May 5, 2033, be directly or indirectly involved with a business

which is in direct competition with the business lines of the Seller that are the subject of this Agreement.

b. From the date of this Agreement until May 5, 2033, the Buyer will not divert or attempt to divert from the Seller any

business the Seller had enjoyed, solicited, or attempted to solicit, from its customers, at the time the parties entered into this Agreement.

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### 4. OWNERSHIP AND TITLE

Nothing contained in this Agreement will grant to or create in the Buyer, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Seller.

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## 5. REMEDIES

The Buyer agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Seller. Accordingly, the Buyer agrees that the Seller is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Buyer and any agents of the Buyer, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

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## 6. RETURN OF CONFIDENTIAL INFORMATION

The Seller may at any time request the return of all Confidential Information from the Buyer. Upon the request of the Seller, or in the event that the Buyer ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Buyer will:

- a. return all Confidential Information to the Seller;
- b. provide a certificate to the Seller to the effect that the Buyer has returned all Confidential Information to the Seller.

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## 7. NOTICES

In the event that the Buyer is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Buyer will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Buyer's compliance with the provisions of this Agreement in regards to the request. If the Buyer loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Buyer will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed

Any notices or delivery required in this Agreement will be deemed completed when hand delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

The addresses for any notice to be delivered to this Agreement are as follows:

a. Name: Media Dietitian Mentorship

Address: 2487 S. Gilbert Rd. Suite 106-428 Gilbert, AZ 85295

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## 8. REPRESENTATIONS

In providing the Confidential Information, the Seller makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

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## 9. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

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## 10. ASSIGNMENT

Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

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## 11. AMENDMENTS

This Agreement may only be amended or modified by a written instrument executed by both the Seller and the

Buyer.

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## 12. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the laws of the State of Arizona.

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## 13. GENERAL PROVISIONS

22. Time is of the essence in this Agreement.

23. This Agreement may be executed in counterpart.

24. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this

Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and

include the feminine and vice versa.

25. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed

independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the

operation of any other part of this Agreement.

26. The Buyer is liable for all costs, expenses and expenditures including, and without limitation, the complete legal

costs incurred by the Seller in enforcing this Agreement as a result of any default of this Agreement by the Buyer.

27. The Seller and the Buyer acknowledge that this Agreement is reasonable, valid and enforceable. However, if a

court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the

intention of the Seller and the Buyer that such provision be reduced in scope by the court only to the extent deemed

necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of

the Buyer to give the Seller the broadest possible protection to maintain the confidentiality of the Confidential

Information.

28. No failure or delay by the Seller in exercising any power, right or privilege provided in this Agreement will operate

as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of

them or the exercise of any other right, power or privilege provided in this Agreement.

29. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators,

successors and assigns, as the case may be, of the Seller and the Buyer.

30. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

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