

## CLIENT AGREEMENT / NDA

This Client Agreement (“Agreement”) is entered into as of the Effective Date (as defined herein), by and between John Jubilee Transformations LLC, d/b/a Energized Health, a Tennessee limited liability company having a principal address in Columbia, TN 38401-7160, U.S.A. (“Company”), and (“Client”) of Energized Health. Hereinafter, Company and Client may be referred to individually as a “Party” and collectively as the “Parties.” Company desires to offer services to Client, wherein Company will provide a transformative health program to Client, the program of which can lead to loss of weight or fat (if they have it to lose), an increase in muscle, an increase in hydration, and an improvement in one or more “pre-stated health conditions” (the “Program”). In exchange for receiving the Program, Client has agreed to the terms set forth herein, including obligations of non-disclosure, so as to protect the rights and interests of Company. Now, therefore, in consideration of the mutual promises made herein and for other good and valuable consideration, the Parties agree as follows:

### I. Participation in the Program; Liability Waiver & Release

- A. Scope of Services. In exchange for good and valuable consideration, Company shall provide the Energized Health 88 Day Cellular Transformation Experience™ (as defined herein), to Client in accordance with specifications and pricing conditions set forth in Payment Terms (as defined herein). As part of the Program, Client may be afforded access to an online platform subject to the “Terms of Use”, available at <https://www.energizedhealth.com/#/terms-and-conditions>, wherein the Client may access modules, activities, sessions, classes, or other instructional or informational content.
- B. Energized Health 88 Day Cellular Transformation Experience™. “Energized Health 88 Day Cellular Transformation Experience™ (EHTE) means a specialized process of protected formulas, strategies, techniques, processes, and methods pertaining to the transformation of the human body and cellular hydration. Client acknowledges the (EHTE) may be disclosed to Client, and/or the EHTE may be used or implemented in connection with the Program. Client agrees to maintain the confidentiality of the EHTE in accordance with Section II.
- C. Payment Terms.
  - 1. Fees Schedule. Client’s active participation in and completion of Company’s enrollment process determines fees and payment schedule and is considered confirmation of Client’s consent to meet agreed-upon financial obligations and established payment plan.
  - 2. Method of Payment. Client shall make all payments herein under United States (US) dollars by credit card, debit card or Routing/Transit account numbers or an exchange method approved by the company.
  - 3. Taxes. The fees set forth above do not include taxes. Client is responsible for all taxes imposed upon or relating to the Client’s payment of, participation with, or engagement in the Program.
- D. Waiver & Release. As defined in “Waiver and Release”, available at <https://www.energizedhealth.com>. The Company from time to time, and subject to the terms and conditions set forth in “Waiver and Release”, may use Client’s “Recordings” (as defined in “Waiver and Release” for training, advertising, promotional, or marketing purposes.

### II. Confidentiality

- A. Confidential Information. “Confidential Information” means all non-public, confidential, or proprietary information disclosed before, on, or after the Effective Date by the Company or Company’s directors, officers, employees, agents, contractors, and legal, business, and technical advisors (“Personnel”) to the Client, whether or not marked or otherwise identified as “non-public,” “confidential,” or “proprietary,” including trade secrets, know-how, inventions, processes, innovations, methods, protocols, techniques,

and all confidential, technical, and/or business information pertaining to EHTE, as well as all notes, memoranda, reports, analyses, materials, applications, drafts, documents, or other information pertaining to the foregoing.

- B. Confidentiality Obligations. Client may gain access to Confidential Information of the Company. As a condition to being provided with Confidential Information, Client shall, for so long as the Confidential Information is non-public, confidential, or proprietary: (i) not use the Company's Confidential Information other than as strictly necessary to perform or participate in the Program; (ii) not reverse engineer, disassemble, deconstruct, decompile, circumvent, or otherwise exploit, by any means (or attempt any of the foregoing) the Company's Confidential Information; (iii) not use Company's Confidential Information for any of Client's business(es) or other commercial endeavors, or for Client's personal benefit, or on the account of any third-party individual or entity; (iv) maintain Company's Confidential Information in confidence, and not disclose the Confidential Information without the Company's prior written consent; and (v) notify Company upon discovery of any unauthorized use or disclosure of Confidential Information. If Client becomes legally compelled to disclose any Confidential Information, Client shall: (i) provide prompt written notice to the Company so that the Company may seek a protective order or other appropriate remedy or waive its rights in this section; and (ii) disclose only the portion of Confidential Information that it is legally required to furnish.
- C. Ownership and Return of Confidential Information. All Confidential Information furnished to Client, or in the possession of Client, including Confidential Information developed, suggested or provided by the client pertaining to the EHTE (the "Program") or Energized Health, shall remain the sole property of Company. Upon request by Company, or in the event of expiration or termination of the Program, Client shall return all Confidential Information, and all copies of the foregoing, to the Company. Nothing in this Agreement, whether express or implied, shall grant (nor intend to grant) any rights (including intellectual-property rights) to Client in and to the Confidential Information and the EHTE.

### III. **Disclaimer; Warranty; Release of Liability**

- A. No Medical Advice. Any information transmitted by Company to Client through the Program, including the Confidential Information and EHTE, is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Company suggests that Client consult Client's physician, or other qualified medical provider, prior to engaging in any diet, weight-loss, or fitness program, including the Program. Company takes no responsibility for Client's success (or lack thereof) for the Client's engagement or participation in Company's services, including the Program. ALL INFORMATION TRANSMITTED BY COMPANY TO CLIENT, INCLUDING THE CONFIDENTIAL INFORMATION, IS PROVIDED ON AN "AS IS" BASIS, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE CONFIDENTIAL INFORMATION. ALL STATEMENTS MADE TO THE CONTRARY ARE VOID.
- B. Money-Back Guarantee; Limitation of Liability. Subject to the terms and conditions of the "Money-Back Guarantee," (as defined herein), Client may qualify to a refund of payment(s) rendered to Company in exchange for full participation with and engagement in the Program as designed. The terms and conditions of the "Money-Back Guarantee" are as follows:
  - 1. Money-Back Guarantee. As a gesture of goodwill, Company offers to Client a "Money-Back Guarantee" for Client's full participation with and engagement in the Program as designed, which includes the EHTE. Client may be entitled to the Money-Back Guarantee if Client *fails* to achieve all of the following milestones: (1) gain healthy hydration; (2) loss of subcutaneous or visceral fat (if they have it to lose); (3) gain lean skeletal muscle; and (4) improvement or reversal of one or more "pre-stated health conditions".
  - 2. A "pre-stated health condition", must be disclosed to the coach upon starting the program or noted on the Client's health assessment form and must provably demonstrate that Client received diagnostic tests results or a diagnosis or treatment plan by a licensed physician, or other qualified medical

- provider, regarding the medical condition, *both* before the Client's participation in the Program *and* within fourteen (14) days *after* Client's participation in the Program.
3. Moreover, to demonstrate a failure to; gain healthy hydration, lose subcutaneous or visceral fat (if they have it to lose), gain lean skeletal muscle, the Client must conduct measurements on these metrics using technology provided by Company to Client (e.g., the bio-impedance scale.) You simply provide your renpho screen shots on the following days in the Program: Day 1, Day 44, Day 74, and Day 102 (88 days plus a 2 week foundation phase), and present your pre-stated health conditions with reasonable documentation prior to enrolling. Client is further required to submit the results of said measurement/documentations to Company in a manner specified by Company during the program and within fourteen (14) days of completing the Program.
  4. Additional Prerequisites. In addition to the above-listed requirements, Client must satisfy all of the following Program-related pre-requisites to qualify for the Money-Back Guarantee:
    - i. completed the entirety of the Program as described in the version of the manual provided at the time of enrollment. (i.e., completion of exercise, nutrition & hydration);
    - ii. attended or watched all weekly Tuesday night coaching call;
    - iii. watched the program videos published by Company on a daily basis, each of which are approximately eight (8) to ten (10) minutes in duration; and
    - iv. actively participated in all weekly calls with Company's coaches.
  5. Disqualifications. Client is disqualified from receiving the money back guarantee or a refund if they quit or do not complete the program as described above.
  6. Timing of Requests. In order to qualify for the Money-Back Guarantee, Client must submit a request, in writing, to Company for the Money-Back Guarantee within 14 days of completing the Program at the following address:

Attn: Client Support  
[accounts@energizedhealth.com](mailto:accounts@energizedhealth.com) & CC: [support@energizedhealth.com](mailto:support@energizedhealth.com)

CLIENT UNDERSTANDS THAT THE MAXIMUM EXTENT OF COMPANY'S LIABILITY SHALL BE THE "MONEY-BACK GUARANTEE," AS SET FORTH IN THIS AGREEMENT. OTHERWISE, IN NO EVENT SHALL COMPANY, COMPANY'S AFFILIATES, OR COMPANY'S AND ITS AFFILIATES' PERSONNEL BE LIABLE UNDER THIS AGREEMENT TO CLIENT FOR ANY PHYSICAL, MENTAL, OR EMOTIONAL DAMAGES, NOR SHALL COMPANY, COMPANY'S AFFILIATES, OR COMPANY'S AND ITS AFFILIATES' PERSONNEL BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

- C. Release of Liability. To the fullest extent permitted by applicable law, Client and Client's heirs, executors, administrators, successors, and assigns hereby irrevocably waive all legal and equitable rights relating to any and all liabilities, claims, demands, actions, suits, damages, and expenses, including (without limitation) claims for physical, mental, or emotional injury, violation of rights of publicity, invasion of privacy, defamation, or any claim or cause of action in tort, contract, or other legal theory, now known or hereafter known in any jurisdiction throughout the world (each, a "Claim"), arising directly or indirectly from the Agreement, Company's provision of services to Client, and Client's participation in and engagement with Company's services, including the Program and the EHT. Client forever releases, acquits, and discharges, and covenants not to make or bring any claim against, Company and Company's Personnel, as well as Company's successors, assigns, and affiliates (collectively, the "Released Parties"). THE AGREEMENT PROVIDES THE RELEASED PARTIES WITH CLIENT'S ABSOLUTE AND UNCONDITIONAL WAIVER AND RELEASE OF LIABILITY. BY EXECUTING THIS AGREEMENT, AND/OR BY PARTICIPATING WITH AND ENGAGING IN THE PROGRAM, CLIENT

ACKNOWLEDGES THAT CLIENT IS FORFEITING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES.

**IV. General Terms and Conditions**

- A. **Equitable Relief.** Client acknowledges that any violation of the provisions of this Agreement may subject it to the imposition of injunctive relief by a court of law, and Client may be legally compelled to cease from the continued use of any Confidential Information. Equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
- B. **Miscellaneous.** This Agreement expresses the entire understanding between the Parties with respect to the subject matter hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions or affecting the validity or enforceability of such provision in any other jurisdiction. No amendment or modification to this Agreement is effective unless it is in writing and duly executed (i.e., signed) by each Party, or an authorized representative of each Party. The waiver or failure of either Party to exercise any right provided under this Agreement shall not be deemed a waiver of any further right under this Agreement. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within or embracing Maury County, Columbia, Tennessee, in connection with any matter arising out of this Agreement.
- C. **Effective Date.** This Agreement is effective as of the date signed by the Client, or the date of Client's enrollment in the Program, whichever is earlier (the "Effective Date").
- D. **Right to Cancel after placing the order.** CLIENT MAY CANCEL THIS AGREEMENT PROVIDING THEY HAVE NOT OPENED THE CONTENTS OF THE INTELLECTUAL PROPERTY (TOOL KIT) OR ACCESSED THE CLIENT PORTAL BY SENDING NOTICE OF CLIENT'S WISH TO CANCEL TO COMPANY BEFORE MIDNIGHT OF THE THIRD DAY (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS) OR, IF THE AGREEMENT IS SUBJECT TO A FINANCE CHARGE, THE SEVENTH DAY AFTER THE DAY YOU SIGNED THE AGREEMENT. THIS NOTICE MUST BE SENT TO THE FOLLOWING ADDRESS along with a request for a returned acknowledgement of the email to confirm receipt. If you do not receive back from us a confirmation, or you need immediate assistance please call us at 888-444-8895:

Attn: Client Support  
[accounts@energizedhealth.com](mailto:accounts@energizedhealth.com) & CC: [support@energizedhealth.com](mailto:support@energizedhealth.com)

**IN THE WITNESS HEREOF,** Client hereby acknowledges that Client has read and understood this Agreement and, by Client's participation in the Program, consents to the terms contained herein.

("Client")Signature: \_\_\_\_\_ Date: \_\_\_\_\_