

CLIENT/ LIFESTYLE SOLUTIONS PROGRAM AGREEMENT

Please read carefully. By purchasing this product, you (herein referred to as "Client") agree to the follow terms stated herein.

PROGRAM/SERVICE

Lifestyle Solutions agrees to provide the client's preferred training program (herein referred to as "Program") identified in online commerce shopping cart. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

FEES

Each training program has its own specific fee options and schedule. Options include monthly, three month and six month options.

Fit n' Fab

- 3 month program, payable during first two months of program \$350 x 2 months
- 6 month program payable during first three months of program \$400 x 2 months, \$300 month 3

Family Fundamentals

- One Month Health Check \$395
- 3 Month Plan \$397 month 1; \$297 month 2 and month 3

Competition Prep \$450 first month; \$200 subsequent months

Email or call to enquire about **Business Health LAB** and **SHINE** Program fees and terms.

METHODS OF PAYMENT

If Client elects to pay by monthly installments, Client authorizes the Company will request Client's payment on original invoice by the 1st of each month in the Program. If Client elects to pay in FULL, Client may pay the entire invoice on the provided due date.

CONFIDENTIALITY

Lifestyle Solutions respects Client's privacy and insists that Client respects **Lifestyle Solutions** and Program Participants (herein referred to as "Participants"). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of **Lifestyle Solutions** is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on any forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate **Lifestyle Solutions** publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or **Lifestyle Solutions** direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, **Monica Steiner** will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session **Lifestyle Solutions** and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

DISCLAIMER

Monica Steiner and Lifestyle Solutions is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that **Monica Steiner** has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto;

NO TRANSFER OF INTELLECTUAL PROPERTY

Lifestyle Solutions is copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of **Lifestyle Solutions** intellectual property for Client's business purposes or to pass on to others who have not entered into an agreement for services with **Lifestyle Solutions**. All intellectual property, including **Lifestyle Solutions** copyrighted program and/or course materials, shall remain the sole property of **Lifestyle Solutions**. No license to sell or distribute **Lifestyle Solutions** materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by **Lifestyle Solutions** is confidential and proprietary, and belongs solely and exclusively to **Lifestyle Solutions**, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with **Lifestyle Solutions**. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, **Lifestyle Solutions** will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

CLIENT RESPONSIBILITY

Monica's Lifestyle Solutions training programs are developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. **Lifestyle Solutions** makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. Program education and information is intended for specific as well as general audiences depending upon which program is selected and as such, depending on the program, does not purport to be, nor should it be construed as, specific advice tailored to any individual. **Lifestyle Solutions** assumes no responsibility for errors or omissions that may appear in any program materials.

LIMITATION OF LIABILITY

Client agrees they used **Lifestyle Solutions** services at their own risk. Client releases **Lifestyle Solutions**, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that **Lifestyle Solutions** will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary

damages happening from the use or misuse of **Lifestyle Solutions** services or enrolment in the Program. While **Lifestyle Solutions** takes every necessary precaution to deliver the most accurate, up to date and results driven programs, **Lifestyle Solutions** assumes no responsibility for errors or omissions that may appear in any of the program materials.

MODIFICATION

Lifestyle Solutions may modify terms of this agreement at any time. All modifications shall be posted on the Lifestyle Solutions website and purchasers shall be notified.

TERMINATION

Lifestyle Solutions is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to **Lifestyle Solutions** or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by **Lifestyle Solutions**. Client will still be liable to pay the total contract amount.

INDEMNIFICATION

Client shall defend, indemnify, and hold harmless **Lifestyle Solutions**, **Lifestyle Solutions** officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by **Lifestyle Solutions**, or any of its shareholders, trustees, affiliates or successors. Client shall defend **Lifestyle Solutions** in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the **Lifestyle Solutions** shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of **Lifestyle Solutions**. In consideration of and as part of my payment for the right to participate in **Lifestyle Solutions** Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge **Lifestyle Solutions** and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in a equity arising from my participation in the Programs.

DUTY TO READ

I accept that under this agreement, I have a duty to read this term of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

Printed Name

Date of Signature

Signature