

## **Privacy Policy**

### **NS Nutrition – PRIVACY POLICY**

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

#### **WHAT IS CONSIDERED PERSONAL INFORMATION?**

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

#### **WHAT INFORMATION DO WE COLLECT?**

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

#### **WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:**

Communication Data that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

User Data that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

Technical Data that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and

advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

Marketing Data that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

## SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

## MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending [info@nsnutrition.co](mailto:info@nsnutrition.co) an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

## DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

Service providers who provide IT and system administration services.

Professional advisers including lawyers, bankers, auditors and insurers.

Government bodies that require us to report processing activities.

3rd party technology platforms and advertisers that support the running and growth of Huang & Bennett Nutrition Inc.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

## DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

## DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## COOKIES

As you browse NS Nutrition and Total Transformation, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

## ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

## HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

## DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

## THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

## YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

See what data we have about you, if any.

Change/correct any data we have about you.

Have us delete any data we have about you.

Express any concern you have about our use of your data.

## CHANGES TO OUR POLICY

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on October 7<sup>th</sup>, 2020.

## ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

## YOUR CONSENT

In using our site, you agree to our privacy policy.

## QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: [info@nsnutrition.co](mailto:info@nsnutrition.co)

## **Terms and Conditions**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

## TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

## COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian and other copyright laws, and is the property of NS Nutrition. The collective work includes works that are licensed to NS Nutrition, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with NS Nutrition, or purchasing products from NS Nutrition

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with NS Nutrition or to purchase NS Nutrition products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless authorized by NS Nutrition. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

## TRADEMARKS

All trademarks, service marks and trade names of NS Nutrition used on the Website are trademarks or registered trademarks of NS Nutrition.

## WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, NS Nutrition disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. NS Nutrition does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. NS Nutrition does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## LIMITATION OF LIABILITY

NS Nutrition shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if NS Nutrition has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

## NOT LEGAL OR FINANCIAL ADVICE

NS Nutrition, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and we accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

## PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through

this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or nutrition.

## CODE OF CONDUCT

You may not use NS Nutrition for any illegal or unauthorized purpose. In addition to the laws of the Province of Alberta, Canada, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. NS Nutrition reserves the right to remove individuals from our community in instances of misconduct.

## NO GUARANTEES

NS Nutrition is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. NS Nutrition cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

## PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

## RESULTS DISCLAIMER

Any results, transformation statements or examples shown through our Website and social media are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Website. You agree that Nicky Bennett and Shayna Huang, Huang and Bennett Nutrition Inc. or NS Nutrition are not responsible for your outcomes, the success or failure of your decisions, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

## INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release NS Nutrition and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the nutrition from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

## ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that NS Nutrition is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our nutrition or Nicky Bennett, Shayna Huang or Huang & Bennett Nutrition Inc., in any way. Because scientific, technology and nutrition practices are constantly evolving, you agree that NS Nutrition is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

## NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. NS Nutrition is merely sharing information for your own self-help. NS Nutrition is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, nutrition or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their nutrition or their Website either.

## AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. NS Nutrition is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that NS Nutrition is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

## VARIATION

NS Nutrition shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## COMPLAINTS

NS Nutrition offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and NS Nutrition Please let us know if you have any complaints or comments at [info@nsnutrition.co](mailto:info@nsnutrition.co)

## SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between NS Nutrition and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact [info@nsnutrition.co](mailto:info@nsnutrition.co).



**All Sales Final**

Due to the electronic nature of this Total Transformation Online Program **all sales are final**.  
Due to the limited spots available in Total Transformation **cancellations are not accepted**.

**Course Access**

Clients will be provided a standard 6 month access to the Total Transformation Course and Facebook Society.

**Payment**

Provider charges Client at the time Client registers for the training. Provider offers a pay in full option and a 3 payment option. Client will provide a valid credit card and it will be charged for the amount of the term selected at the time Client registers. If Client pays in full, the entire fee will be charged upon registering. If Client chooses the 3 payment option, the first payment will be charged immediately. If Client's recurring payment fails to go through, Provider will wait 3 days before attempting another charge. If the Client's recurring payment fails again, the Client is in default and the full balance shall be due. Provider has the right to forward the Client's entire balance owed to a collection agency.

**Office Hours/Customer service**

All questions related to course material will be answered on the Weekly Wednesday Coaching Calls 3pm PST/ 5pm MST / 6pm EST.

Customer Service inquiries can be sent via email to [info@nsnutrition.co](mailto:info@nsnutrition.co) and will be answered within 2 business days between the hours of 8am - 4pm PST.

**General Service Agreement****BACKGROUND**

- A. The Client is of the opinion that the Provider has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**SERVICES PROVIDED**

1. The Client hereby agrees to engage the Provider to provide the Client with the following services (the "Services"):

- Online Coaching Program

2. The Services will also include any other tasks which the Parties may agree on. The Provider hereby agrees to provide such Services to the Client.

### **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

### **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

### **INDEMNIFICATION**

6. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **TIME OF THE ESSENCE**

7. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **GOVERNING LAW**

8. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

### **TERMS & CONDITIONS**

The following are the terms & conditions (the "Terms") for Huang & Bennett Nutrition Inc. ("Provider") and Total Transformation educational services.

In exchange for creating the Total Transformation Program, accompanying resources, and delivering the training program, the purchaser ("Client") agrees to the following:

- Client should not and will not disclose personal health information while participating in the Total Transformation program.

- The Total Transformation Q&A Coaching Calls are delivered through unsecured online platforms (Facebook, Zoom) and therefore the Client will not disclose any personal health or other information.
- Huang & Bennett Nutrition Inc. does not keep or request personal health information.
- The Client does not have any medical conditions (i.e. diabetes, hypertension, dyslipidemia, diagnosed eating disorder) that would be impacted by the Total Transformation program.
- The Client has received medical clearance from their doctor before registering for Total Transformation.
- Due to the electronic nature of this Total Transformation Online Program **all sales are final**.
- Due to the limited spots available in Total Transformation **cancellations are not accepted**.
- Results not guaranteed, success is 100% Client's responsibility.

**Invoicing and Payment Terms:** Provider charges Client at the time Client registers for the training. Provider offers a pay in full option and a 3 payment option. Client will provide a valid credit card and it will be charged for the amount of the term selected at the time Client registers. If Client pays in full, the entire fee will be charged upon registering. If Client chooses the 3 payment option, the first payment will be charged immediately. If Client's recurring payment fails to go through, Provider will wait 3 days before attempting another charge. If the Client's recurring payment fails again, the Client is in default and the full balance shall be due. Provider has the right to forward the Client's entire balance owed to a collection agency.

**Course Materials:** Provider will provide course materials to Client in North America exclusively. If Client is outside North America a pdf of the materials will be provided. The Client is not permitted to resell or reproduce the materials unless written permission is granted by Provider. Client may not use the materials to train other people. Client will have access to the membership portal for 4 months.

**Intellectual Property:** All property created and/or delivered by Provider, including, but not limited to, all course materials, and program shall remain the exclusive property of provider. Client may not use property to train other people.

**Client Privacy:** Provider will not sell, trade, or otherwise transfer to outside parties Client's personally identifiable information.

**Marketing and Promotion:** Provider will market and promote Total Transformation and has the right to use Client testimonials without using Client's identity, unless Client expressly notifies the Provider in writing at [info@nsnutrition.co](mailto:info@nsnutrition.co) within 14 days of full purchase, or first payment if using payment plan.

**No Guarantee of Results:** Huang & Bennett Nutrition Inc. and Total Transformation will provide Client with information techniques and tools to use. Implementation of the information, techniques and tools is dependent on the Client; therefore Provider does not guarantee results.

#### **WAIVER**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### **Medical Disclaimer**

This online program is a resource guide for educational and informational purposes. It is not a substitute for working one-on-one with a Registered Dietitian or Medical Professional. We cannot guarantee the outcome of following the recommendations provided and our statements about the potential outcome are expressions of opinion only. We make no guarantees about the information and recommendations provided herein. By continuing to use/read/participate in this masterclass series you acknowledge that we cannot guarantee any particular results, as such outcomes are based on subjective factors that are not within our control.

Therefore, following any information or recommendations provided in this course/program/coaching are at your own risk. If you need nutrition and/or health advice, you should work with your medical doctor and/or a registered dietitian or other professional.

## **Confidentiality Agreement**

### **BACKGROUND:**

The Seller and the Purchaser are contemplating a possible transaction (the "Transaction") with respect to: Total Transformation program.

In connection with the Transaction (the "Permitted Purpose"), the Purchaser has requested certain confidential information (the "Confidential Information").

**IN CONSIDERATION OF** and as a condition of the Seller providing the Confidential Information to the Purchaser in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Confidential Information**

All written and oral information and materials disclosed or provided by the Seller to the Purchaser 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 Purchaser.

'Confidential Information' means all data and information relating to the transaction and the Seller, including but not limited to, the following:

'Customer Information' which includes names of customers of the Seller, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Seller;

'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);

'Marketing and Development Information' which includes marketing and development plans of the Seller, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Seller which have been or are being discussed;

'Business Operations' which includes internal personnel and financial information of the Seller, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Seller, and the manner and methods of conducting the Seller's business;

'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;

'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, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

'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;

'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Seller, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;

'Computer Technology' which includes all scientific and technical information or material of the Seller, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals,

models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Seller;

The health & personal information of other participants.; and

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.

Confidential Information will not include the following information:

Information that is generally known in the industry of the Seller;

Information that is now or subsequently becomes generally available to the public through no wrongful act of the Purchaser;

Information rightly in the possession of the Purchaser prior to receiving the Confidential Information from the Seller;

Information that is independently created by the Purchaser without direct or indirect use of the Confidential Information; or

Information that the Purchaser rightfully obtains from a third party who has the right to transfer or disclose it.

#### Confidential Obligations

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

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 Purchaser for the Permitted Purpose. The Purchaser 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.

The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Purchaser 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.

The Purchaser may disclose any of the Confidential Information:

to such employees, agents, representatives and advisors of the Purchaser that have a need to know for the Permitted Purpose provided that:

the Purchaser has informed such personnel of the confidential nature of the Confidential Information; such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Purchaser;

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

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

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

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

The Purchaser 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.

#### Ownership and Title

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

#### Remedies

The Purchaser 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 Purchaser 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 Purchaser and any agents of the Purchaser, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

#### Return of Confidential Information

The Purchaser will keep track of all Confidential Information provided to them and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser. Upon the request of the Seller, or in the event that the Purchaser ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Purchaser will: return all Confidential Information to the Seller and will not retain any copies of this information; destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Purchaser's review of the confidential information; and provide a certificate to the Seller that such materials have been destroyed or returned, as the case may be.

#### Notices

In the event that the Purchaser is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Purchaser will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Purchaser's compliance with the provisions of this Agreement in regards to the request.

If the Purchaser loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Purchaser will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

Any notices or delivery required in this Agreement will be deemed completed when hand- delivered, delivered by agent, or seven (7) 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 any of the parties to this Agreement are as follows:

Huang & Bennett Nutrition Inc.  
PO Box 72069  
Sasamat RPO  
Vancouver BC V6R 4P2  
Canada

#### 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 trade-mark infringement that may result from the use of such information.

#### 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.

#### 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.

#### Amendments

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

#### Governing Law

This Agreement will be construed in accordance with and governed by the laws of Province of Alberta.

General Provisions

Time is of the essence in this Agreement.

This Agreement may be executed in counterpart.

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.

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.

The Purchaser 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 Purchaser.

The Seller and the Purchaser 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 Purchaser 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 Purchaser to give the Seller the broadest possible protection to maintain the confidentiality of the Confidential Information.

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.

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 Purchaser.

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