

## TERMS OF PURCHASE

**BY PURCHASING THIS PROGRAM, YOU (HEREINAFTER KNOWN AS “CLIENT”) AGREE TO THE FOLLOWING TERMS OF PURCHASE (THE “AGREEMENT”) MADE BY ISABEL FOXEN DUKE (HEREAFTER KNOWN AS “COACH”, AND COLLECTIVELY, THE “PARTIES”):**

1. **PROGRAM.** Coach agrees to provide Isabel Foxen Duke’s **Stop Fighting Food** Virtual Group Coaching Program (herein referred to as the “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.
2. **DISCLAIMER.** This Program is not intended to treat those who suffering from clinical underweight, purging, illicit drug or alcohol abuse, suicidal ideation or other self-harming behaviors.

Client understands Coach is not an employee, agent, lawyer, doctor, registered dietician, psychotherapist, nutritionist, psychologist, or other licensed or registered professional. Coach will not act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy.

Client understands this Program will not prescribe or assess micro-and macronutrient levels; provide health care, medical or nutrition therapy services; or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Client understands if they should experience any such issues they should see their registered physician or other practitioner as determined by their own judgment.

If the Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements use with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor. Client understands that the information in this Program is NOT medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

3. **PROGRAM STRUCTURE.** This program includes access to a private online members login area with six recorded modules of lectures, weekly group coaching over the phone, access to a the Stop Fighting Food private Facebook group, and additional resources at the discretion of the Coach.
4. **TERM.** This Program is 16 weeks long and begins on the date of purchase. Client understands that a coaching relationship does not exist between the parties after the conclusion of the Program. If the Parties desire to continue their relationship, a separate agreement will be entered into.
5. **TERMINATION.** Coach is committed to providing all clients in the Program with a positive experience. By purchasing this Program, Client agrees that the Coach may, at her 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 or upon violation of the terms. If Client decides to terminate this Agreement, no refunds will be issued.
6. **PAYMENT.** Total price of this Program is \$1275 or 3 monthly payments of \$475.
7. **REFUNDS.** If Client is dissatisfied with the program they are eligible for a full refund if a refund request is made in writing via email to [info@isabelfoxenduke.com](mailto:info@isabelfoxenduke.com) on or before October

27th, 2014. After October 27th, Client is responsible for full payment of fees for the entire Program, regardless of whether Client completes the Program. To further clarify, no refunds will be issued after October 27th.

8. CONFIDENTIALITY. This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, or otherwise, throughout the Term of this Program (“Confidential Information”). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, coaching materials, videos, etc., but shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective date shall survive the termination, revocation, or expiration of this Agreement.
9. COMPELLED DISLCOSURE OF CONFIDENTIAL INFORMATION. Notwithstanding anything in the foregoing, in the event that Recipient is required by law to disclose any of the Confidential Information, Recipient will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.
10. NON-DISPARAGEMENT. Client shall not make any false, disparaging, or derogatory statement in public or private regarding Coach, its employees, or agents. Coach shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Coach.
11. NON-DISCLOSURE OF COACHING MATERIALS. Material given to Client in the course of Client’s work with the Coach is proprietary, copyrighted and developed specifically for Coach. Client agrees that such proprietary material is solely for Client’s own personal use and is Confidential Information. Any disclosure to a third party is strictly prohibited. By purchasing this Program, Client agrees that if Client violates, or displays any likelihood of violating, any of the agreements contained in this paragraph, Coach will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.
12. INDEMNIFICATION. Client agrees to indemnify and hold harmless Coach, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, Client’s participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client’s participation under this Agreement, unless expressly stated otherwise by Coach, in writing.
13. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in New York, New York. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for

the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, regardless of the conflict of laws principles thereof.
15. ENTIRE AGREEMENT; AMENDMENT; HEADINGS. This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.
16. COUNTERPARTS. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail via portable document format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.
17. SEVERABILITY. Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.
18. WAIVER. The waiver or failure of Coach to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
19. ASSIGNMENT. This Agreement may not be assigned by either party without express written consent of the other party.
20. FORCE MAJEURE. In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
21. CLIENT RESPONSIBILITY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Coach will help and guide Client; however, participation is the one vital element to the Program's success that relies solely on Client. Coach makes no representations, warranties or guarantees verbally or in writing regarding Client's performance or results. Client understands that because of the nature of the program, the results experienced by each client may significantly vary. By purchasing, Client acknowledges that 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.