

RGP Development Virtual Balancing Your BioType Terms and Conditions

These Terms and Conditions (“Terms”) are a legal document between you the participant (“Participant” or “you” or “your”) and RGP Development LLC (“RGP”) made as of date of your purchase (“Effective Date”) regarding your participation in the Balancing Your BioType (BYB) virtual course (“Program”). By accessing or using the Program you accept the Terms. If you do not accept the Terms, do not access or use the Program. RGP and you may be referred to collectively as the “Parties” or individually as “Party.”

1. **Program Description.** The Program begins on the first day you access the Program through Teachable (“Program Start Date”) and ends 6 weeks thereafter (“Participation Period”). Upon completion of the Intro to BioTypes or the BioTypes Basics virtual courses and your agreement to these Terms you will gain access to the Program, which consists of the following:
 - a. Program documents and pre-recorded materials available at biotypes.teachable.com.
 - b. 6 private coaching calls with 1 per week (excluding US federal holidays, weekends, and the last week of December), with your assigned Certified BioType Coach.
 - c. The content of this Program will be provided to you via Teachable and Google Meet or Zoom. The Program design is subject to change at any time at the sole discretion of RGP. Program access will be available to you during the Participation Period subject to you complying with these Terms.
 - d. Your access to the Program will end at the conclusion of the Participation Period.
 - e. The information contained in the Program is for educational and informational purposes only. RGP reserves the right to substitute comparable Program content at its sole discretion.
2. **Tuition.** Participant agrees to pay RGP the Program Fee for participation in the Program as follows and to the extent applicable:

\$1,500 as a one-time payment

\$550 in three equal, bi-weekly installments for a total of \$1,650 (“Split Payment Plan”)

If you elect the Split Payment Plan you must make the initial \$550 payment upon registration for the Program. Notwithstanding election of the Split Payment Plan, if the Participant chooses to pay the Program Fee in full at or prior to the Program Start Date, the Program Fee will be \$1,500. The Program Fee is nonrefundable. If any payment under these Terms is returned or declined as insufficient or for any other reason, RGP will remove the Participant from access to and participation in the Program until paid in full. RGP may also pursue collection of any balance owed on the Program Fee through any lawful means.

3. **Code of Conduct.** The Participant agrees to conduct themselves in a professional manner, and in a way that is for the benefit of and not disruptive to the other participants and the Program. The Participant expressly agrees to discuss any dissatisfaction or challenges regarding the Program with RGP’s representatives, and any resolutions or lack thereof arising out of such discussions will be kept confidential. The Participant understands that disruptive behavior and/or any form of hate speech or discrimination from the Participant may result in immediate revocation of the Participant’s access to the Program.
 - a. **Facebook Group.** Participation in the Program includes invitation to an exclusive Facebook group upon completion of the Program. Rules governing participation in the Facebook group are as follows:

- i. **Direct Messages.** Participant shall not direct message RGP staff with billing, coaching, technical support, or other questions. All questions must be directed to info@rgpdevelopment.com.
 - ii. **Group Content.** Participants are expected to be professional and respectful to all RGP staff, contractors, other participants, and coaches for the entirety of the Program. The purpose of the Program is to foster personal growth, and argumentative or hateful comments towards RGP staff, contractors, other participants, and coaches will not be tolerated. Participation unrelated to the Program will result in removal from the Program. Any behavior deemed inappropriate by RGP at its sole discretion will result in immediate removal from the Program.
 - iii. **No Promotions or Sales.** No promotional efforts or sales will be tolerated, either publicly or privately. This includes coaching, courses, group services, or efforts to perform market research. Any such effort to promote or sell products or services will result in immediate removal from the Facebook group and may result in removal from the Program at RGP's sole discretion.
 - iv. **No Subgroups.** Participant shall not organize any subgroups, live or virtual events, or meetups with other Program participants, RGP staff, contractors, or coaches without the express written permission of RGP. Please email info@rgpdevelopment.com to request such permission.
4. **Confidentiality.** During the Program, RGP may divulge to you sensitive information about RGP's businesses, clients, processes, data, know-how, and other sensitive information that is intended to be kept confidential, whether or not marked as confidential or proprietary ("Confidential Information"). You shall keep Confidential Information strictly confidential and not disclose Confidential Information to any third party without RGP's express written permission.
5. **Ownership of Materials.** Confidential Information and any and all materials, including video, audio, and written materials, shared with you by RGP at any time during the Program or thereafter, whether verbal or written physically or electronically ("Materials"), are the property of RGP. All rights not expressly granted herein are reserved by RGP. You acknowledge RGP's sole ownership of the Program, including the Materials, and any associated goodwill, and that RGP retains all right, title, and interest in and to the Program, including the Materials, and any and all variations, modifications, or adaptations thereof, including all copyrights and trademarks thereto. RGP is the sole beneficiary of the goodwill associated with your use of the Materials. Any reproduction, use, or appropriation of Confidential Information or Materials without RGP's express written permission is strictly prohibited.
6. **Covenant not to Compete.** For five (5) years after the Program ends, you shall not engage directly or indirectly in any business competitive with RGP in any geographic area where RGP offers its products or services, whether as an owner, operator, employee, independent contractor, consultant, agent, or otherwise. You agree that the terms of this Section are no greater than is required to protect RGP's legitimate business interest.
7. **Non-solicitation.** For five (5) years after you complete the Program, you shall be prohibited from directly or indirectly: (a) recruiting, hiring, or engaging, or attempting to recruit, hire, or engage, RGP employees, coaches, contractors, or other personnel; (b) soliciting, or attempting to solicit, directly or indirectly, any present or future RGP coachees, customers, or clients, or any person or entity with which you come into contact as a result of the Program, in order to offer products or services competitive with RGP; or (c) attempting to induce any RGP coachee, customer, client, employee, coach, contractor, or other personnel to terminate their engagement with RGP. You

agree that the terms of this Section are no greater than is required to protect RGP's legitimate business interest.

8. Changes. RGP reserves the right to: (a) update and change these Terms; (b) change the Program or any aspect of it at any time; and (c) discontinue the Program.
9. No Warranties; Disclaimer. RGP DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR RESULTS. RGP MAKES NO WARRANTIES REGARDING THE PROGRAM AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW. YOU UNDERSTAND AND AGREE THAT RGP IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR MENTAL HEALTHCARE. NO INFORMATION PROVIDED TO YOU SHOULD BE CONSTRUED AS MEDICAL OR MENTAL HEALTH ADVICE AND/OR TREATMENT, AND YOU EXPRESSLY AGREE NOT TO USE ANY INFORMATION FROM THE PROGRAM FOR MEDICAL OR MENTAL HEALTH ADVICE AND/OR TREATMENT.
10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RGP BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION, OR OTHERWISE). THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. Indemnification. You agree to defend, indemnify, and hold RGP and its officers, employees, agents, and representatives harmless from and against any and all third-party claims, demands, costs, liabilities, judgments, losses, expenses, and damages ("Claim") (including attorneys' costs and fees) arising out of, in connection with, or related to: (a) Your participation in the Program; (b) the termination of these Terms by RGP.
12. Termination.
 - a. RGP may immediately terminate these Terms and your participation in the Program upon written notice on any of the following events:
 - i. You fail to comply with these Terms.
 - ii. You engage in misappropriation or unauthorized disclosure of any Materials or Confidential Information.
 - iii. You engage in activities prohibited by law.
 - b. Effects of Termination. In all events of termination of these Terms, all rights granted to you under these Terms or the Program are immediately terminated. You will immediately:
 - i. Cease all activity relating to the Program;
 - ii. Stop identifying as a participant in the Program;
 - iii. Cease all use of Materials, including any RGP trademarks, copyrights, or other intellectual property; and
 - iv. Destroy any Confidential Information and Materials that you received as part of the Program and confirm to RGP such destruction in writing (email being acceptable).

13. No Conflict. You represent and warrant that your obligations under these Terms do not breach, violate, conflict with or contravene any oral or written understanding or agreement binding on you.

14. Miscellaneous.

- a. Jurisdiction, Venue, Governing Law. These Terms shall be governed by, construed, and interpreted exclusively in accordance with the laws of California, without regard to any conflict of laws principles. Any arbitration or judicial proceeding arising out of or related to these Terms shall be commenced in Los Angeles County, California.
- b. Waiver of Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS.
- c. Claim Resolution. If a claim arises out of these Terms, the Party making the claim shall first communicate the nature of the claim to the other Party via email or telephone. If after thirty (30) days any claim that arises out these Terms cannot be resolved by mutual consent, the Parties agree that all claims arising from or related to these Terms shall be resolved by binding arbitration pursuant to the American Arbitration Association's rules then in effect.
- d. Severability/Enforceability. The invalidity or unenforceability of any part of these Terms shall not limit the validity or enforceability of its remaining provisions.
- e. Force Majeure. No Party shall be liable for delays in performance of any duty under these Terms due to causes beyond its reasonable control.
- f. Amendment. Amendment or modification of these Terms may be made by RGP at any time and will be effective upon posting the revised Terms online. Your continued use of the Program after any such changes constitutes your acceptance of the new Terms.
- g. Waiver. No waiver of any provision of these Terms shall be effective unless in writing and signed by both Parties.
- h. Binding Effect. Each person agreeing to these Terms represents that the agreement to these Terms has been authorized by the Party on whose behalf the person is agreeing and that such person is authorized to do so.
- i. Relationship. These Terms do not create an employer-employee relationship, partnership, joint venture, fiduciary, or agency relationship, and do not create a franchise. You may not make any representation, warranty, or promise on RGP's behalf.
- j. Assignment. You shall not assign, transfer, or sublicense these Terms, or any right granted under these Terms, in any manner and any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void. RGP may assign these Terms at its sole discretion without the consent of Participant.
- k. Survival. The following provisions shall survive the termination or expiration of this Agreement to the fullest extent permitted under applicable law: Sections 4, 5, 6, 7, 9, 10, 11, 12(b), and 14.

1. Entire Agreement. These Terms contain the entire understanding of the Parties with respect to subject matters contained herein and supersedes any prior written or oral agreements.

IN WITNESS WHEREOF, the Parties have agreed to these Terms as of the Effective Date.