

# Diabetes Wellness Clinic of America

## Ambulatory Reversal Program ©®

### PATIENT LICENSE AGREEMENT

**Scope of Agreement:** The scope of this agreement shall be worldwide. This agreement shall terminate twenty (20) years after the effective order date. The patient's obligations under this agreement shall survive termination of the agreement between the parties and shall be binding upon the Patient's heirs, successors and assigns for a period of twenty (20) years. Upon written request of the other party, a party shall promptly return to the other all documents and other tangible materials representing the other's confidential information and all copies thereof. Provider and patient each agree that confidential information disclosed to the other shall not be duplicated or otherwise disclosed to any third party except as authorized in writing by the provider.

**Purpose of Agreement:** The purpose of this agreement is to induce a bond of total confidentiality between the aforementioned parties. The term "confidential information" as used in this agreement means all information and data, described below, and presented and discussed by either party, which is related to the current, future or proposed business of that party. The party providing confidential information in each case is called the "provider." The party receiving the confidential information is called the "patient". The patient shall keep the confidential information described below confidential.

**Diabetes Wellness Clinic of America (DWCoA) Confidential Information:** Any and all company related information, provided in conjunction with discussions between the provider and patient, diagnosis and treatments (Ambulatory Reversal Program -ARP), plans, manual, trade secrets, business plans, strategy of the Provider, copyrights, intellectual property and other proprietary information. Trademarks: Ambulatory Reversal Program – (ARP), DiaFiber, DiaFiber Plus, DiaOptimum, DiaChia, DiaOmega and DWCoA / HDC Logos are Copyright and trademark of Max Martin, Hope Diabetes Center and DWCoA.

**Body of Agreement:** The provider and patient parties hereby mutually arrive and agree to generally not disclose, distribute, or otherwise disseminate any data shared between the two parties. This data shall include Clinical Program (**Ambulatory Reversal Program (ARP)** - Diabetikus), product, the use of the products, any diagnostic products and processes and training material to aid any person to control diabetes and weight but not be limited to the discussion of topics (**including product training, patient training, marketing method, implementation of supplements and supplement formulation**) originated by any of the provider party.

The parties agree to keep all written documents, business or personal, as confidential should they in any way relate to this agreement. Patient party and any of his / her agents or employee agree not to circumvent in any fashion the transaction of any product and programs that Dr. Pedro J. Martinez, Hope Medical Institute, Hope Diabetes Center or Diabetes Wellness Clinic of America is propose to its prospects. Also, patient parties and any of representative or family agree not reveal details of the program or clinical findings to any form of business of the following type: private or group medical practices, pharmaceutical or any kind of medical business that deal with reversing diabetes and obesity; and agrees to respect the confidentiality of the program (**Ambulatory Reversal Program**).

**Handling of Confidential Information:** Each party agrees that at all times and notwithstanding any termination or expiration of this agreement it will hold in strict confidence and not disclose to any third party confidential information of the other, except as approved in writing by the other party to this agreement, and will use the confidential information for no purpose other than investment with the other party to this agreement. Each party shall only permit access to confidential information of the other party to those of its family or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidential obligations at least as restrictive as those contained herein.

**No Grant of Rights:** The parties recognize and agree that nothing contained in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information of the other party disclosed pursuant to this agreement, or to any invention or any patent, copyright, trademark, or the intellectual property right that has issued or that may issue, based on such confidential information.

**Equitable Remedies:** Patient acknowledges that patient's breach of this agreement may cause irreparable harm to discloser for which discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

**Confidentiality Agreement Miscellaneous:** Neither party shall transfer or assign this agreement to any other person or entity, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of Arizona without reference to conflict of laws principles. Each party agrees consents to venue and personal jurisdiction in Gilbert, Arizona.

☐ **ACCEPTANCE OF AGREEMENT:** The licensed use of the **Ambulatory Reversal Program** is expressly conditioned upon patient's acceptance of these terms. Patient shall indicate acceptance of these terms by reading this manual, opening the package or files (DOC or PDF) and agree to be legally bound exclusively by these terms.

Check the box and email the agreement back to: [Agree@dwcoa.com](mailto:Agree@dwcoa.com)