



M A U N A



## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") shall be deemed effective upon the acceptance and date of purchase by and between Mauna Holding LLC a California Limited Liability Corporation ("Information Provider") and the client ("Recipient"). This Agreement covers services that include but are not limited to: discount codes, formulas, patterns, molds, models, techniques, specifications, processes, procedures, equipment, devices, program, designs, coaching, training methods, training schedules, and advice/consulting with the purpose of improving the Recipients athletic performance in any sport or discipline.

Confidential Information shall be considered any data and information related to the services, products or products that the Information Provider has shared or communicated to the Recipient unless such information is already known to public through no wrongful act of the Recipient. This considers all written, oral and electronic information, materials, training plans, techniques, coaching sessions, and advice disclosed. Such information includes the following: (i) specifications for products of the Information Provider as well as work product resulting from or related to work or projects of the Information Provider, of any type or form in any stage of actual or anticipated research and development unless they are known to public (ii) processes used in the creation, production and manufacturing of the work product of the Information Provider, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs unless they are known to public. All Confidential Information will remain the exclusive property of the Information Provider. Nothing contained in this Agreement will grant to or create in the Recipient, either expressly or impliedly, any right, title, interest or license in or to the Confidential Information. This Agreement cannot be amended or modified and will be construed in accordance with and governed by the laws of the State of California.

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 Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to them at law The Recipient is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Information Provider in enforcing this Agreement as a result of any default of this Agreement by the Recipient.

**By purchasing any of our services you agree to give the broadest possible protection to maintain the confidentiality of the Confidential Information and understand that it is for your own exclusive and personal use and should not be shared or passed on to others in any way shape or form.** On termination of coaching you remain bound to the confidentiality of the Confidential Information as outlined in this agreement unless the Confidential Information becomes public through no wrongful act of the Recipient.