

# PrimalPro™ Coaching Program License Agreement

This Coaching Program License Agreement ("**Agreement**") is by and between Primal Health Coach, LLC a State of Delaware Limited Liability Company ("**Licensor**"), and the individual electronically signing this agreement ("**Licensee**"). This Agreement is effective as of the date the Licensee has electronically signed this Agreement (the "**Effective Date**").

## BACKGROUND

The Licensor has developed a health coaching program that consists of lessons, activities, automated messages, workout options, and additional health resources that it is currently delivering through its myPrimalCoach application (<https://www.myprimalcoach.com/>). The licensor has created a programmatic template based on this program that will allow individual health coaches to build and develop customized programs based on this template for use with their own coaching clients.

WHEREAS, Licensor is the owner of the Work (as defined below) and wishes to grant to Licensee a license under those rights, and Licensee wishes to obtain a license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, non-transferable, non-sublicensable license, solely to display, transmit, distribute, and create derivative works based on the Work for purposes of developing a personalized Health Coaching Program ("**Licensee Program**") based on the myPrimalCoach Coaching Program Template ("**Program Template**") and delivering the Licensee Program online through the CoachCatalyst Application, provided that Licensee does not use the terms "myPrimalCoach", "Primal", or any combination or derivation thereof in the representation or delivery of the Licensee Program. The "**Work**" is defined as the Program Template including any and all updates made to the Program Template.

1.2 Third-Party Rights. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Licensee.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee under this Agreement. No use by Licensor of the Work in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensor herein.

2. Usage of the Work. Notwithstanding any other provision to the contrary contained in this Agreement:

2.1 Copyright Notices. Licensee shall ensure that its use of the Work is marked with the appropriate copyright notices, if any, as specified by Licensor in a reasonably prominent position in the order and manner provided by Licensor. Licensee shall abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the Territory. Licensee shall not use any copyright notices that conflict with, confuse, or negate the notices Licensor provides and requires hereunder.

2.2 Compliance with Licensor's Directions. The Work may be displayed or used only in the form and in such manner specifically approved in writing by Licensor in advance.

3. Payment. As consideration in full for the rights granted herein, Licensee shall pay Licensor an initial fee in the amount of nine-hundred ninety-nine US Dollars (US \$999.00) upon execution of this Agreement which will provide access to the Work for one year. If the Licensee wishes to continue to access and use the Work as described in Section 1.1, Licensee shall pay an annual fee of four-hundred ninety-nine US Dollars (US \$499.00) every year thereafter.

4. Ownership and Protection.

4.1 Acknowledgment of Ownership. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Work will remain with Licensor. If Licensee acquires any rights in the Work by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Licensor's rights in and to the Work.

4.2 Protection of the Work.

(a) Notification. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work; (ii) actual, suspected, or threatened claim that use of the Work infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work may be subject.

(b) Actions. With respect to any of the matters listed in Section 4.2(a): (i) Licensor has exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (iii) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

5. Confidentiality. From time to time, Licensor may disclose or make available to Licensee information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including the terms of the Agreement and business operations and strategies, marketing, creative elements,

artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Licensee; (b) is or becomes available to Licensee on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Licensee before being disclosed by or on behalf of Licensor; or (d) was or is independently developed by Licensee without reference to or use, in whole or in part, of any of Licensor's Confidential Information. Licensee shall: (i) protect and safeguard the confidentiality of Licensor's Confidential Information with at least the same degree of care as Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Licensor's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to Licensee's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under the Agreement; or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Licensee shall first [make commercially reasonable efforts to] provide Licensor with: (1) prompt written notice of such requirement so that Licensor may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Licensor's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of the party; and

(c) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Licensee's Representations and Warranties. Licensee represents and warrants that:

(a) Licensee will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Work or Licensor, or cause confusion as to the ownership of the Work; and

(b) The Licensee's use of the Work will not infringe, misappropriate, or otherwise violate intellectual property or other rights of any third party or violate any applicable regulation or law.

6.3 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

## 7. Indemnification.

7.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, assigns, and licensees (each an "**Indemnified Party**") from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to any actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations hereunder.

7.2 Indemnification Procedure. The Indemnified Party shall notify Licensee upon becoming aware of a Third-Party Claim under this Section 7. Licensee shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with Licensee in connection therewith, in each case, at Licensee's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. Licensee shall not settle any such Third-Party Claim without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). Neither the Indemnified Party's failure to perform any obligation under this Section nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve Licensee of its obligations under this Section 8 except to the extent that Licensee can demonstrate that it has been materially prejudiced as a result thereof.

## 8. Term and Termination.

8.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force for one (1) year. This

agreement may be renewed for an additional year indefinitely upon the payment of the annual fee by the Licensee as identified in Section 3 (the "**Term**"), except as specified in Section 8.3 below.

8.2 Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving written notice thereof.

8.3 Licensor may elect at any time and in its sole discretion to discontinue offering services and licensing opportunities under this Agreement. In that case, the Licensee will retain access to the licensed Work for the remainder of the initial term and the term will not be able to be renewed pursuant to 8.1. If the Licensor elects to terminate the agreement under this section, they will provide no less than ten (10) days written notice to Licensee.

8.4 Either party may terminate this Agreement by written notice to the other party if the other party: (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.5 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor.

8.6 Surviving Rights. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration.

## 9. Remedies.

9.1 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

9.2 Limitation of Liability. LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General.

10.1 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

10.2 Entire Agreement. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.4 Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section 10.4 is null and void. Licensor may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.5 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by the laws of Florida, including its statutes of limitations without giving effect to any conflict of laws provisions thereof. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Miami Beach, FL, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

10.6 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

10.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.8 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

10.9 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

**LICENSOR**

Primal Health Coach, LLC

Name: Aaron Fox

Title: CEO

Signature:

**LICENSEE**