

**Feed Your Body, Grow Your Family!™ Programs**

This Licensing Agreement (“Agreement”) is entered into by and between Sara Russell, Ph.D., FNTF (“Licensor”), with primary business address at 1820 Alpine St, Carson City, NV 89703, and \_\_\_\_\_ (“Licensee”) with primary business address at \_\_\_\_\_.

WITNESSETH:

WHEREAS, Sara Russell, Ph.D., FNTF (“Licensor”) has created a certain suite of educational programs regarding preconception, pregnancy, and postpartum nutrition, and the materials thereof.

WHEREAS, Licensor and Licensee enter into this Agreement in order to permit Licensee to commercialize this training program.

NOW THEREFORE, Licensee and Licensor, agree to the following terms and conditions:

**1. License**

- a. License Grant:** Under this Agreement and according to these terms, Licensor hereby grants to Licensee, which hereby accepts, a non-exclusive, worldwide, perpetual, non-sub licensable license to use, teach, and advertise teaching, the Program. As used hereunder the term “Program” shall mean any of the educational programs developed by Licensor called the “Feed Your Fertile Body!™ Program,” “Feed Your Pregnant Body!™ Program,” “Feed Your Growing Family!™ Program” (“Licensed Mark”) for which Licensee has registered. The term “Materials” shall mean any and all of the particles of the applicable program(s). Licensor hereby grants to Licensee an exclusive license to use the Licensed Mark in connection with exercising Licensee’s license in the applicable Programs and Materials.
- b. Allowed Uses:** Licensee may reproduce the Materials for solely for the purpose of distributing them to paid participants in the Programs. The number of reproductions Licensee has made shall be indicated on the corresponding Statement of Work executed between Licensor and

Licensee on an annual basis. If Licensee distributes printed copies of Materials, Licensee is responsible for and shall bear all costs associated with copying and/or printing Materials.

**c. Trademark Quality Control**

- (i) Licensee understands and agrees that it is an essential condition to the validity of this Agreement and to the validity of the Licensed Mark and Materials, as well as being an essential condition for the protection of the high reputation enjoyed by Licensor, that use of the Licensed Mark and Materials in Licensee's business operations be of high and consistent quality. Licensee agrees to maintain such quality standards as shall be prescribed by Licensor in the conduct of its business operations with which the Licensed Mark and Materials are used. Licensor shall have the right to approve all uses of the Licensed Mark on or in connection with the Materials.
- (ii) From time to time during the term of this Agreement. Licensee will provide, at Licensor's written request, samples of the materials used in the provision of the Materials, and copies of all advertising, promotional or other materials bearing the Licensed Mark so Licensor can determine whether Licensee is using the Licensed Mark in compliance with this Agreement.
- (iii) Licensee agrees to affix the appropriate notice on all packaging, advertising, or promotional materials for the Materials bearing the Licensed Mark, including either the use of the trademark notice symbol (™) or the trademark registration symbol ® or a statement to the effect that the Licensed Mark is the trademark/registered trademark of Licensor, as from time to time prescribed by Licensor.
- (iv) The parties agree that Licensor's reputation, organization, and accumulated business experience and knowledge are unique and irreplaceable and that the use of their services by a competitor would cause irreparable harm to Licensor and that any breach or threatened breach by any of the Licensee of any provision of this agreement cannot be remedied solely by damages. Accordingly, in the event of a breach or threatened breach by any of the Licensee of any of the provisions of this agreement, Licensor shall be entitled to injunctive relief, without the requirement of posting a bond, restraining the Licensee involved and any business, firm, partnership, individual, corporation, or other entity participating in the breach or threatened breach. Nothing herein, however, shall be construed as prohibiting Licensor from pursuing any other remedies available at law or in equity for any such breach or

threatened breach, including the recovery of damages, costs, and reasonable attorney fees. If any part of this agreement is found to be unreasonably broad, it shall nevertheless be enforceable to the extent reasonably necessary for the reasonable protection of Licensor.

**d. Ownership**

- (i) Licensee acknowledges that Licensor owns the Licensed Mark and that the Licensed Mark is a valid mark. Licensee further acknowledges that the Materials are proprietary information of the Licensor.
- (ii) Licensee will not, during the term of this Agreement or thereafter, challenge the validity of the Licensed Mark or the registration thereof, or Licensor's ownership of the Licensed Mark or registration.
- (iii) Licensee acknowledges that any good will generated by its use of the Licensed Mark pursuant to this Agreement inures to the benefit of Licensor, and does not create in Licensee any right to the Licensed Mark. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Licensed Mark or Materials other than the right to use the Licensed Mark and Materials in accordance with this Agreement. Licensee agrees that it will not attack the title of Licensor to the Licensed Mark or Materials or attack the validity of this Agreement.
- (iv) Licensee shall not at any time, without the prior written consent of Licensor, acquire a registration or file and prosecute a trademark application or applications to register the Licensed Mark, or any component, variation or derivation thereof, or any name or mark confusingly similar thereto, for any goods or services anywhere in the world. If a party at any time, without the prior written consent of the other, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark or other protection of the Licensed Mark in any country, territory or jurisdiction, Licensee shall either assign and transfer to Licensor, without further consideration, all right, title and interest in or to the Licensed Mark in such country, territory or jurisdiction, or surrender and abandon such registration or application for registration.

**2. No Upgrades:** Licensee agrees that the Program, Materials and Licensed Mark are licensed as is, and that this license does not entitle Licensee to any upgrades or

improvements Licensor may make to the Program or Materials. Any complimentary updates, bonus materials or improvements are solely at the discretion of the Licensor.

**3. Non-Exclusive:** The Licensor is free to license the Program, Materials and/or the Licensed Mark to other parties.

**4. Fees:** Licensee agrees to pay to Licensor the one-time license fee (in United States Dollars) as established at the time of sign-up, either with a one-time payment or a recurring payment plan for the applicable program(s).

**5. Term and Termination:** This Agreement will begin on \_\_\_\_\_ and is perpetual, unless terminated by Licensor due to Licensee's material breach of the Agreement. If Licensee breaches any of its obligations of this Agreement, Licensor may terminate this license immediately. Licensee may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Licensor.

**6. Licensor's Right:** Licensor hereby confirms that it holds all legal right, title and interests in and to certain intellectual property rights relating to the Program(s), the Materials and the Licensed Mark licensed under this Agreement.

**7. Limitations on License:**

- a. Licensee hereby agrees not to adapt, reverse engineer, create derivative works, or misuse the Program(s) or Materials.
- b. Licensee may copy the Materials, provided that each such copy shall remain subject to all terms of this Agreement, and shall include the proprietary notice of Licensor, externally on the distribution medium and internally in machine-readable form.

**8. Choice of Law, Venue:** Licensor and Licensee agree that this Agreement will be understood to be in force under the law of the State of Nevada and that no other promise or written agreements will be permitted to change any of the terms of this Agreement, except and only to the extent that such changes result from subsequent written amendments agreed to and signed by Licensor and Licensee. In the event of a dispute arising under this Agreement, the Parties agree to meet in good faith to

resolve the dispute. The Parties consent to jurisdiction in the state and federal district of Nevada in the event of a lawsuit.

## 9. Warranties

- a. Licensor warrants that it has the right to grant this license.
- b. THE PROGRAM(S) AND MATERIALS ARE LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- c. Licensee hereby agrees and warrants that:
  - i. Participants of the Program(s) to whom Licensee teaches must sign a disclaimer provided by Licensor (see Exhibit B, attached).
  - ii. Licensee maintains, and will continue to maintain throughout the term of this Agreement, a current certification from a nutritional therapy program recognized by the NANP, or another recognized nutrition/functional health training.

## 10. Limitation of Liability and Indemnification

- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM(S) OR THE LICENSED MARK, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). IN ADDITION, LICENSOR SHALL ONLY BE LIABLE TO LICENSEE FOR ANY DIRECT DAMAGES IN AMOUNT EQUAL TO (A) ACTUAL DAMAGES OR (B) THE FEES PAID UNDER SECTION 4 ABOVE, WHICHEVER IS LESS.
- b. Licensee party shall indemnify, defend and hold harmless Licensor from and against claims and proceedings for actual damages or losses (including legal fees and expenses) arising out of any actual or alleged breach by Licensee of its obligations hereunder. Licensor will promptly notify the Licensee of any claim, and Licensee shall assume and have sole control of the defense of such claim; provided, however, that Licensee may not settle any claim without the prior written consent of Licensor if such settlement exposes Licensor to any liability.

**11. General Provisions**

- a. Licensee agrees that the License under this Agreement may not be assigned, sublicensed or transferred without the prior written consent of Licensor, which consent may be withheld in the sole discretion of Licensor.
- b. This Agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein.
- c. The headings for each section are stated for convenience only and are not to be construed as limiting.
- d. If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from the Agreement and shall not affect the enforceability of the other parts of this Agreement.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of Licensee and Licensor, as applicable.

Sara Russell, Ph.D., NTP, CGP

Licensee

By:

By: \_\_\_\_\_

Title: Owner and founder

Title: Instructor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A: The Program** (please note: this page is a stand-in for the program materials you'll receive upon submission and processing of the licensing agreement)

Exhibit B: Disclaimers

**Feed Your Body, Grow Your Family!™ Program Suite**

**Disclaimer for instructors**

Please initial each paragraph and sign and date in the space provided at the end.

\_\_\_\_ I will use the materials to run groups and/or programs under their official titles with the applicable program name and licensing mark.

\_\_\_\_ I will distribute workbooks via PDF or in printed format (at my expense) to registrants, as I prefer, alongside the participant disclaimer.

\_\_\_\_ I will respect the intellectual property of the materials included in the packet and will not reproduce them for use in other contexts or purposes.

\_\_\_\_ I will require participants in my groups and programs to sign the disclaimer provided.

\_\_\_\_ I will not make any guarantees or promises regarding results participants can achieve through taking this program.

\_\_\_\_ I will fill out the instructor evaluation forms and send my feedback to Sara Russell at [sara@feedyourfertilebody.com](mailto:sara@feedyourfertilebody.com).

Print name: \_\_\_\_\_

Email/phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Feed Your Body, Grow Your Family!™ Program Suite  
Disclaimer for Participants**

Please initial each paragraph and sign and date in the space provided.

\_\_\_\_ I understand that this program provides educational materials founded on solid nutritional research. These are by no means a substitution for appropriate individualized health care provided by a licensed medical provider.

\_\_\_\_ I understand that this program does not guarantee any particular outcome, and that individual results will vary from person to person.

\_\_\_\_ I understand that any medical conditions I have, and any prescription, over-the-counter, or recreational drugs I take may affect my nutritional and lifestyle needs and that it is my responsibility to seek out appropriate medical advice relating to my specific health conditions and lifestyle considerations.

\_\_\_\_ I understand that my instructor's role is to teach the nutritional and lifestyle content provided here and to provide general guidance on these concepts. I understand that my instructor cannot be expected to provide personalized nutritional recommendations within the context of the program. My instructor may be available for personalized nutritional guidance, or for a referral to another qualified practitioner.

\_\_\_\_ I will respect the privacy of other participants in my in-person or virtual group, if applicable, and will not disclose personal information pertaining to other participants to anyone outside of the group program.

\_\_\_\_ I will not re-sell or gift copies of the workbook.

\_\_\_\_ I will respect the intellectual property of the materials included in the packet and will not reproduce them for use in other contexts or purposes.

Print name: \_\_\_\_\_

Email/phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructor listing information for website**

Signed up for (check any and all that apply)

FYFB	FYPB	FYGF
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Name and professional initials:

Location:

Website or other link:

Plan to teach online?

Plan to teach in person?