

LICENSING AGREEMENT—PRIMAL HEALTH COACH CERTIFICATION

This Agreement (the “**Agreement**”) is made and entered into as of the last date signed below (“**Effective Date**”) by and between Primal Nutrition, Inc., a California corporation with its principal place of business at 6202 Ramirez Mesa Drive, Malibu, California 90265 (“**PRIMAL**”); and _____ [INSERT NAME OF CERTIFIED INDIVIDUAL], _____ [INSERT ADDRESS] (“**PRIMAL HEALTH COACH**”).

WHEREAS, PRIMAL has created a complete diet, exercise, and lifestyle philosophy with various products, services, and community support to achieve weight loss, greater health, and more energy for the ultimate goal of lifelong wellness; and PRIMAL’s products and services are based on lifestyle principles that have governed human health, evolution and peak performance for over two million which years, are supported by respected research in the fields of epigenetics and evolutionary biology, and are uniquely crafted for modern times to achieve the aforementioned goals;

WHEREAS, PRIMAL owns several marks, including PRIMAL BLUEPRINT, U.S. Reg. No. 3,890,494 for use in connection with pre-recorded DVD's and videotapes on the subjects of diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss, supplementation and related topics to how the human body functions; books in the field of diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss; supplementation and related topics to how the human body functions, and educational services, namely, conducting conferences and lectures in the field of diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss, supplementation and related topics to how the human body functions, PRIMAL BLUEPRINT (and “Grok” logo), U.S. Reg. No. 3,937,143 for use in connection with educational services, namely, conferences and lectures concerning nutrition, fitness and wellness, and providing online information via the internet concerning nutrition, fitness and wellness; PRIMAL FUEL, U.S. Reg. No. 3,942,256 for use in connection with food and dietary supplements; the stand alone “Grok” logo, U.S. Reg. No. 4,453,869, for use in connection with hats and clothing, namely aprons, hoodies, t-shirts, polo shirts, and tank tops; PRIMAL DIET, U.S. Ser. No. 86081202 for use in connection with nutritional supplements and food; books concerning diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss, supplementation and related topics to how the human body functions; educational services, namely conducting conferences and lectures in the field of diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss, supplementation and related topics to how the human body functions; online services, namely providing information via the internet in the field of diet, health, fitness, evolution, genetics, epigenetics, metabolism, medicine, weight loss, supplementation and related topics to how the human body functions (collectively “Licensed Marks”);

WHEREAS, PRIMAL by assignment from its owner Mark Sisson owns several copyrights in its online outlets, DVDs and videotapes, books, and other materials related to the Licensed Marks, including U.S. Reg. No. TX0007002332 for a book entitled The Primal Blueprint;

WHEREAS, PRIMAL has the power and authority to grant to PRIMAL HEALTH COACH the right, privilege and license to use, and sell those types of products and services associated with

the Licensed Marks and to use the marketing materials, documents, and books (audio and digital formats), which incorporate the Licensed Marks or other copyrights owned by PRIMAL and/or Sisson, all of which may be provided by PRIMAL, (“Licensed Material”) solely for the purposes and services as specifically defined below and referred to as “Licensed Purposes” and “Licensed Services”, respectively; and

WHEREAS, PRIMAL HEALTH COACH desires to obtain from PRIMAL a personal license to use the Licensed Marks and the Licensed Material in the Territory on or in association with the Licensed Purposes and Licensed Services; and

WHEREAS, both PRIMAL and PRIMAL HEALTH COACH are in agreement with respect to the terms and conditions upon which PRIMAL HEALTH COACH shall use the Licensed Marks and Licensed Materials for the Licensed Purposes and Licensed Services;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and other good and valuable consideration the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

A. Scope of Grant

- (i) Subject to the terms and conditions of this Agreement, during the Term, PRIMAL grants to PRIMAL HEALTH COACH and PRIMAL HEALTH COACH accepts a limited, revocable, non-exclusive, nontransferable, non-assignable, non-delegable, and non-sublicenseable license to use the Licensed Marks and Licensed Materials solely for the Licensed Purposes and Licensed Services as defined below:
 - (a) in connection with teaching exercise and diet techniques according to PRIMAL BLUEPRINT “methods” as provided by PRIMAL or as outlined in the Licensed Materials (collectively, the “**Licensed Services**”). In this regard, the PRIMAL HEALTH COACH shall not market or offer any Licensed Services unless such individuals have completed and successfully passed the Primal Blueprint Expert Certification program and are in good standing with PRIMAL;
 - (b) in connection with the advertising, marketing, sale and rendering of Licensed Services as a PRIMAL HEALTH COACH (collectively, “**Promotional Materials**”). Permitted use of the PRIMAL name or Licensed Marks and Licensed Materials in Promotional Materials is limited to materials that incorporate the name of the PRIMAL HEALTH COACH, such as on business cards, or any multimedia educational materials provided by PRIMAL, and materials included in the PRIMAL HEALTH COACH Completion Kit provided by PRIMAL.

- (c) PRIMAL HEALTH COACH shall not use the Licensed Marks as an element of a marketing or “doing business as” name and shall not use the Licensed Marks in whole or as part of the formal or registered name for a partnership, corporation, limited liability company, sole proprietorship or other legal entity or as a subset of an existing business name; and
 - (d) PRIMAL HEALTH COACH shall not use the Licensed Marks as an element in any Internet domain names.
 - (ii) In order to use the Licensed Marks and Licensed Materials, the PRIMAL HEALTH COACH must complete and pass the Primal Blueprint Expert Certification program, must meet any continuing education requirements, and must be in good standing with PRIMAL, such status to be determined in PRIMAL’s sole discretion. The PRIMAL HEALTH COACH shall not display, exhibit, distribute or otherwise use the Licensed Marks and Licensed Materials to promote, advertise, market, support or exploit any ancillary or other business(es) based on the Licensed Services without the prior, express written permission of PRIMAL in each instance, which permission may be granted or withheld in PRIMAL’s sole and absolute discretion.
 - (iii) The PRIMAL HEALTH COACH shall not use the Licensed Marks and Licensed Materials or any PRIMAL name and/or any of PRIMAL’s trademarks, trade names, service marks or logos owned, controlled or licensed by PRIMAL in any manner other than as expressly provided for in this Agreement and without PRIMAL’s prior written approval in each instance. PRIMAL may add, remove, modify, suspend, substitute or replace any Licensed Mark and Licensed Materials, in whole or in part, or any element or feature of the Licensed Services, in its sole and absolute discretion. All rights not specifically granted herein by PRIMAL are expressly reserved.

B. Form of Use

- (i) PRIMAL HEALTH COACH shall use the Licensed Marks and Licensed Materials only in forms approved by PRIMAL, and shall comply with PRIMAL’s branding guidelines as outlined in attached Schedule A or otherwise provided or made available to PRIMAL HEALTH COACH. If any use is outside the scope of the foregoing, any other proposed use shall be submitted to PRIMAL for written approval prior to any use by the PRIMAL HEALTH COACH. The PRIMAL HEALTH COACH shall not create, display, promote, advertise, distribute or use, directly or indirectly, any derivative, modification or confusingly similar version of any Licensed Marks and Licensed Materials or any other PRIMAL name, logo, trademark, trade name or service mark, in whole or in part. The PRIMAL HEALTH COACH shall include where appropriate the registered trademark designation ® and a statement that the Licensed Marks are used under license from PRIMAL, and other proprietary notices as reasonably required by PRIMAL or by law, or

the proper copyright designation © and a statement that the Licensed Materials are under license from PRIMAL. The PRIMAL HEALTH COACH shall comply with all applicable laws, rules and regulations pertaining to the proper use and designation of trademarks and copyrights in each country or territory in which PRIMAL HEALTH COACH uses the Licensed Marks and Licensed Materials.

- (ii) PRIMAL shall have the right to prohibit any use by the PRIMAL HEALTH COACH of the Licensed Marks and Licensed Materials in connection with Licensed Services or on Promotional Materials if PRIMAL believes that the use of such materials by PRIMAL HEALTH COACH will be damaging to or dilutive of the value of the Licensed Marks or Licensed Materials. PRIMAL HEALTH COACH will immediately cease any use of the Licensed Marks and Licensed Materials at PRIMAL's request.
- (iii) The PRIMAL HEALTH COACH shall comply with all applicable laws, rules and regulations (including, without limitation, truth in advertising) and obtain all appropriate government approvals necessary for its use of the Licensed Marks and Licensed Materials and in connection with its sale, provision, support, marketing, promotion, training, distribution and advertising of the services in connection with the Licensed Marks and Licensed Materials.
- (iv) The PRIMAL HEALTH COACH shall not use the Licensed Marks and Licensed Materials in connection with any activity that is illegal or that defames, ridicules or disparages PRIMAL, its founders, employees, agents, sponsors, licensors, licensees or other individual, entity or organization, or each of their products or services, or that otherwise damages the reputation for quality inherent in the Licensed Marks and Licensed Materials.
- (v) The PRIMAL HEALTH COACH agrees to permit PRIMAL or its representative to inspect the facilities, courses, outlets, forums, or otherwise where the Licensed Purposes and Licensed Services are being conducted and/or offered in order to ensure compliance with this Agreement.
- (vi) The PRIMAL HEALTH COACH shall not manufacture clothing and products using the Licensed Marks and Licensed Materials.

C. Ownership of Marks and Copyrights

- (i) PRIMAL HEALTH COACH acknowledges that it has no interest in the Licensed Marks and Licensed Materials other than the license granted under this Agreement and that PRIMAL shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Marks and Licensed Materials and all modifications, updates, improvements, derivative works and enhancements related thereto, whether made by PRIMAL HEALTH COACH and whether during or after the Term. PRIMAL HEALTH COACH hereby irrevocably assigns, transfers, releases and conveys to PRIMAL, from the moment of its creation, all right, title and interest in and to any modification, enhancement, update, improvement or derivative work related to or based on the Licensed Marks and Licensed Materials and all intellectual property rights embodied in or pertaining to any of the foregoing. PRIMAL HEALTH COACH agrees that PRIMAL HEALTH COACH's use of the Licensed Marks and Licensed Materials and any goodwill in the Licensed Marks and Licensed Materials resulting from PRIMAL HEALTH COACH's use will inure solely to the benefit of PRIMAL and will not create

any right, title or interest for PRIMAL HEALTH COACH in the Licensed Marks and Licensed Materials.

- (ii) PRIMAL HEALTH COACH shall not do or cause to be done any act or thing contesting, opposing or challenging or in any way impairing or tending to impair any of PRIMAL's right, title, and/or interest in or to the Licensed Marks and Licensed Materials (or any portion thereof) and/or any other PRIMAL marks, products, goods or services. In particular, PRIMAL HEALTH COACH shall not register or attempt to register the Licensed Marks and Licensed Materials or any PRIMAL trademark, trade name, service mark or logo in any jurisdiction and will not oppose PRIMAL's registration or use of the Licensed Marks, alone or with other words or designs, in any jurisdiction. PRIMAL HEALTH COACH agrees that during and upon the termination of this Agreement, PRIMAL HEALTH COACH shall and hereby does assign, transfer, and convey to PRIMAL any trade rights, equities, good will, titles, or other rights, title or interest in and to the Name that may have inured to or been obtained by PRIMAL HEALTH COACH.
- (iii) PRIMAL HEALTH COACH shall promptly notify PRIMAL if PRIMAL HEALTH COACH learns of use by a third party of any marks and materials that are identical, derivative of or confusingly similar to any of the Licensed Marks and Licensed Materials. PRIMAL HEALTH COACH shall take no action with respect thereto except with the prior written authorization of PRIMAL. PRIMAL may take such action as it in its sole and absolute discretion deems advisable for the protection of its rights in the Licensed Marks and Licensed Materials. PRIMAL HEALTH COACH shall cooperate fully to assist PRIMAL with any legal or equitable action taken by PRIMAL to protect PRIMAL's rights in the Licensed Marks and Licensed Materials. PRIMAL HEALTH COACH shall cooperate with PRIMAL in the procurement and maintenance of PRIMAL's rights in Licensed Marks and Licensed Materials or intellectual property rights related to the Licensed Marks and Licensed Materials and Promotional Materials, and shall sign all papers that PRIMAL may deem necessary or desirable for vesting PRIMAL with all rights granted hereunder to PRIMAL throughout the world. In the event that PRIMAL HEALTH COACH is unable or unwilling to provide such a signature, PRIMAL HEALTH COACH hereby irrevocably designates and appoints PRIMAL and its duly authorized officers and agents as PRIMAL HEALTH COACH's agents and attorneys-in-fact to execute and file any application and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks or other intellectual property rights with the same legal force and effect as if executed by PRIMAL HEALTH COACH or any of its employees. PRIMAL HEALTH COACH also waives and agrees never to assert any moral rights or artist's rights against PRIMAL with respect to any of the intellectual property rights described above. For the purposes of this Agreement, "moral rights" or "artist's rights" means any right to (i) divulge the Licensed Marks and Licensed Materials to the public; (ii) retract the Licensed Marks and Licensed Materials from the public; (iii) claim authorship of the Licensed Marks and Licensed Materials; (iv) object to any distortion, mutilation or other modification of the Licensed Marks and Licensed Materials; or (v) any and all similar rights that affect ownership, control, or modification the Licensed Marks and Licensed Materials, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral or artist's right.

- (iv) PRIMAL HEALTH COACH ACKNOWLEDGES AND AGREES THAT IT IS ONLY ENTITLED TO USE THE LICENSED MARKS AND LICENSED MATERIALS WHILE IT IS AN PRIMAL HEALTH COACH OF PRIMAL IN GOOD STANDING.
- (v) Nothing herein in any way shall give PRIMAL HEALTH COACH any right, title or interest in or to the Licensed Marks and Licensed Materials (or any portion thereof) and/or any other PRIMAL name, trademarks, trade names, service marks, logos, products, goods, services, materials, or any right to develop, license, sublicense, publish, perform, use, modify, create derivative works of, reproduce, distribute or exploit any of the foregoing. PRIMAL's provision of any materials or equipment to PRIMAL HEALTH COACH to use in connection with the Licensed Marks, Licensed Materials, or Promotional Materials shall not imply a change of ownership therein, and all such materials and equipment shall remain the property of PRIMAL.

D. Good Will and Covenants

PRIMAL HEALTH COACH acknowledges that there is great value and good will associated with the PRIMAL name (the “**Name**”) and Licensed Marks and Licensed Materials, and that the Name and Licensed Marks and Licensed Materials have a secondary meaning in the mind of the public. PRIMAL HEALTH COACH shall use its best efforts to preserve, protect, and enhance the good will and value in the Name and Licensed Marks and Licensed Materials.

2. PAYMENT

In consideration for use of the Licensed Marks and Licensed Materials, during the Initial Term of one year from the effective date of graduation from the Primal Blueprint Expert Certification program, and for each renewal term, such renewals to continue in one year increments if approved by PRIMAL and upon completion of any required continuing education credits, PRIMAL HEALTH COACH shall pay PRIMAL the amount of the fee of the Primal Blueprint Expert Certification program for the Initial Term, and subsequent renewal term fees shall be determined in PRIMAL's sole discretion according to the continuing education requirements, the cost of obtaining same, and any other fees and any other renewal costs (“**Fee**”).

3. SERVICES AND SUPPORT OFFERED BY PRIMAL

- (a) During the Term, PRIMAL will make available to PRIMAL HEALTH COACH reasonable access to the most current and updated information to the goods and services associated with the Licensed Marks and Licensed Materials.
- (b) PRIMAL may use (but is not obligated to), and PRIMAL HEALTH COACH hereby grants PRIMAL permission to, include information about PRIMAL HEALTH COACH, PRIMAL HEALTH COACH's contact information and a link to PRIMAL HEALTH COACH's website, if any, on the list of “PRIMAL BLUEPRINT PRIMAL HEALTH COACHS” available on PRIMAL's primary website, the time, manner, style, placement, size, duration and messaging to be determined by PRIMAL in its sole and absolute discretion, and any future separate site that PRIMAL may develop for the listing of PRIMAL HEALTH COACHES.
- (c) PRIMAL will offer preferred pricing on all of its PrimalCon events, to the extent there is availability.

- (d) PRIMAL will offer training, access to materials, promotional materials, and other items to support the PRIMAL HEALTH COACH's obligations and responsibilities granted and authorized by PRIMAL.

4. PRIMAL HEALTH COACH'S OBLIGATIONS

- (a) PRIMAL HEALTH COACH is solely responsible for and shall bear all costs and liabilities associated with carrying out its own business, services, and/or conduct associated with the Licensed Products and Licensed Services including, but not limited to, any facility, programming, membership fees or dues, operation, publicity, marketing, promotion, advertising, equipping, supply, fundraising, funding, incorporation, legal affairs and all other aspects of its business, including selection, compensation, monitoring and supervision of employees, contractors, staff members and instructors, supervision and monitoring of participants, clients, visitors and patrons, and carrying out the activities of its business in a proper, safe, professional and legal manner. PRIMAL HEALTH COACH shall, at all times, be free to unilaterally establish its own service fees and advertise such prices and terms independently in advertisements. PRIMAL and its employees or agents shall have no authority to instruct PRIMAL HEALTH COACH as to what its fees must be, nor to interfere with the PRIMAL HEALTH COACH's independent establishment of PRIMAL HEALTH COACH's fees. PRIMAL HEALTH COACH shall immediately notify PRIMAL if and when PRIMAL HEALTH COACH is involved in any legal action or labor dispute in which PRIMAL is involved, named or implicated in any way whatsoever.
- (b) PRIMAL HEALTH COACH shall obtain and maintain, during the Term, at its own cost and expense, the following insurance policies: (i) real and personal property coverage; and (ii) comprehensive general liability and professional liability coverage of no less than \$1,000,000.00 combined single limit per occurrence, and \$2,000,000.00 aggregate from a company rated A+ or better by A.M. Best or equivalent, providing protection which is standard or greater in the fitness and health club industry, for the benefit of PRIMAL, PRIMAL's officers, other PRIMAL HEALTH COACHs, directors, agents and employees, as well as PRIMAL HEALTH COACH, against any claims, suits, loss or damage arising out of PRIMAL HEALTH COACH's business, facility, premises and/or the Licensed Services. PRIMAL HEALTH COACH shall include PRIMAL as an additional insured under PRIMAL HEALTH COACH's comprehensive general liability and professional liability insurance policies. As proof of such insurance, a fully paid certificate of insurance shall be submitted to PRIMAL for PRIMAL's approval prior to the use of the Licensed Marks in association with PRIMAL HEALTH COACH's business. Thereafter, any proposed changes in any certificates of insurance shall be submitted to PRIMAL for PRIMAL's prior approval.
- (c) PRIMAL HEALTH COACH shall obtain written assumption of risk and waivers of liability, in a form satisfactory to PRIMAL, from any individual who uses or participates in the Licensed Services as offered by PRIMAL HEALTH COACH. Such waivers shall be signed in advance of any use or participation in the Licensed Services, and shall

release and hold harmless PRIMAL, and PRIMAL's officers, PRIMAL HEALTH COACHs, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against PRIMAL HEALTH COACH based on PRIMAL HEALTH COACH's operation of PRIMAL HEALTH COACH's business or premises.

- (d) PRIMAL HEALTH COACH shall deliver to PRIMAL in writing, promptly upon learning thereof, notice of any litigation commenced or threatened against PRIMAL HEALTH COACH that (i) seeks damages in excess of \$5,000.00, (ii) seeks injunctive relief, (iii) alleges criminal misconduct by PRIMAL HEALTH COACH (or any staff member, employee or contractor of PRIMAL HEALTH COACH) or (iv) alleges the violation of any law, rule or regulation.

5. NO JOINT VENTURE

The parties to this Agreement are independent, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever. PRIMAL HEALTH COACH's personnel involved in its business shall at all times be employees or subcontractors/independent contractors of PRIMAL HEALTH COACH and not of PRIMAL. PRIMAL HEALTH COACH shall be solely responsible for payment of all compensation for such personnel and all related taxes and benefits. It is PRIMAL HEALTH COACH's responsibility to avoid any confusion regarding whether PRIMAL HEALTH COACH's personnel are employees or subcontractors of PRIMAL HEALTH COACH or PRIMAL. PRIMAL HEALTH COACH agrees to accept exclusive liability for complying with all applicable state, local and federal laws and any and all laws of the country of PRIMAL HEALTH COACH's residence, as applicable, including, without limitation, obligations such as payment of taxes. PRIMAL HEALTH COACH hereby agrees to indemnify and defend PRIMAL against any and all such taxes, payments and obligations, including penalties and interest. NEITHER PRIMAL HEALTH COACH NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF PRIMAL TO ANY THIRD PARTIES.

6. TERM

- (a) The term of this Agreement will begin on the Effective Date and continue for a period of twelve (12) months ("**Initial Term**") unless terminated in accordance with the provisions of this Agreement. Subject to approval by PRIMAL (which may be granted or withheld in PRIMAL's sole and absolute discretion), this Agreement may be renewed for one or more additional twelve-month periods (each an "**Extended Term**" and collectively the "**Extended Terms**") upon timely payment and successful completion of the required courses. At such time for renewal, PRIMAL HEALTH COACH will sign, agree and

acknowledge its acceptance of the most current version of this Agreement. PRIMAL HEALTH COACH may not modify, change, or extend the Initial Term or any Extended Term(s) by “pre-payment” of the Fee or payment of additional renewal fees. The Initial Term and the Extended Term(s) (if any) may collectively be referred to as the “**Term**”.

- (b) This Agreement is terminable at will by either party. Either party may terminate this Agreement without cause, for any reason or no reason, and without intervention of the courts upon thirty (30) days written notice to the other party.
- (c) The Agreement may also be terminated by PRIMAL immediately upon written notice to PRIMAL HEALTH COACH for any of the following without recourse or an opportunity to cure, if PRIMAL HEALTH COACH:
 - (i) Refuses or fails to perform any of its obligations or covenants under this Agreement or breaches its obligations to either PRIMAL or another PRIMAL HEALTH COACH or PRIMAL licensee;
 - (ii) Publicly denounces, slanders, defames or denigrates PRIMAL, its officers, principals, or agents either orally, visually or in writing (including through digital or electronic means or methods);
 - (iii) Makes or made any misrepresentations or omission relating to this Agreement, the license granted herein, the Licensed Products, the Licensed Services, or in connection with the PRIMAL PRIMAL HEALTH COACH application process;
 - (iv) Engages in or persists in conduct that would reflect unfavorably upon PRIMAL, the Licensed Marks, the Licensed Services, or upon the operation and reputation of PRIMAL’s business, including, without limitation, a felony or any other criminal act, conduct or misconduct that would raise a substantial question about the PRIMAL HEALTH COACH’s fitness or ability to train others or be in business with PRIMAL; or
 - (v) Fails to comply with any applicable law, rule or regulation.
- (d) PRIMAL may terminate this Agreement or refuse to renew the Agreement upon its expiration if the Agreement or relationship is no longer mutually beneficial as determined by PRIMAL in its sole and absolute discretion.
- (e) In the event of any termination or expiration of this Agreement, PRIMAL HEALTH COACH shall discontinue immediately all use of the Licensed Marks and Licensed Materials, Sections 1(C)(i), 1(C)(ii), 6(e), 6(f), 8, 9, 10, 11, and 16 shall survive any expiration or termination of this Agreement.
- (f) The right of either party to terminate this Agreement shall not be affected in any way by its waiver of or failure to take action with respect to any previous default. No termination by PRIMAL of its duties and obligations under this Agreement in accordance with this Agreement shall confer on PRIMAL HEALTH COACH any right to damages or any other rights or remedies nor shall it vest in PRIMAL HEALTH COACH any rights, title or interests in and to any of PRIMAL’s property, the Licensed Marks, Licensed Materials, or otherwise. The rights and remedies provided to PRIMAL under this Agreement will not be exclusive and will be in addition to all other rights and remedies available at law or in equity.

7. ASSIGNABILITY

Neither this Agreement nor any rights under this Agreement may be granted, assigned, delegated, sublicensed or otherwise transferred by PRIMAL HEALTH COACH, in whole or in part, whether voluntarily or by operation of law, by way of sale of assets, merger or consolidation, or change of control without the prior written consent of PRIMAL, which consent may be granted or withheld in PRIMAL's sole and absolute discretion. Any attempted or purported assignment without such required consent shall be void and a material breach of this Agreement. PRIMAL may grant, assign or sublicense this Agreement or any of its rights or obligations herein in its sole and absolute discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8. WARRANTIES AND OBLIGATIONS

(a) PRIMAL HEALTH COACH represents, warrants, and agrees that:

- (i) It has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant to PRIMAL all rights purported to be granted herein, and nothing contained in this Agreement or in the performance of this Agreement will place PRIMAL HEALTH COACH in breach of any other contract or obligation.
- (ii) It is solely responsible for and shall pay all sums due to any and all parties engaged by PRIMAL HEALTH COACH who are entitled to receive compensation, payment or any other fees in connection with PRIMAL HEALTH COACH's business, premises, and programs.
- (iii) There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened which questions or challenges the ability or right of PRIMAL HEALTH COACH to enter into this Agreement or to perform any of its obligations hereunder or which might affect PRIMAL's rights under the terms of this Agreement, nor does there exist any reasonable basis for any such demand, claim, suit, action, arbitration or other proceeding.
- (iv) It is financially sound and fiscally capable of performing its obligations, and any material change in such status shall be immediately communicated in writing to PRIMAL.
- (v) Nothing that PRIMAL HEALTH COACH provides, uses, publishes, displays, performs, distributes, copies, creates or licenses related to the Licensed Marks, Licensed Materials, Licensed Services, PRIMAL or Promotional Materials shall infringe an intellectual property, proprietary or personal right or any other common law or statutory right of any party or defame, impinge upon the right to privacy or the right to publicity of any person or entity.
- (vi) It and its agents, independent contractors and employees shall comply with all applicable laws, rules, and regulations.

(b) Each party acknowledges and agrees that the Licensed Marks, Licensed Materials, and any other information or materials licensed, made available or provided to PRIMAL

HEALTH COACH by PRIMAL hereunder are licensed or provided on an “as is” basis. EXCEPT AS EXPRESSLY DESCRIBED IN THIS AGREEMENT, AND AS REQUIRED BY LAW, PRIMAL DOES NOT MAKE ANY WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE LICENSED MARKS, LICENSED MATERIALS, LICENSED SERVICES OR ANY MATTER WHATSOEVER. EXCEPT AS EXPRESSLY DESCRIBED IN THIS SECTION, ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED BY PRIMAL. PRIMAL HEALTH COACH SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER PRIMAL HEALTH COACH NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF PRIMAL TO ANY THIRD PARTIES. WITHOUT LIMITING THE FOREGOING, PRIMAL DOES NOT ENSURE CONTINUOUS, ERRORFREE, BUG FREE, SECURE OR VIRUS-FREE OPERATION OF ANY PRIMAL WEBSITE OR ANY PART OR FEATURE AND ANY PRIMAL VIDEO OR AUDIO TRANSMISSION OR FILES. THE SUCCESS OF PRIMAL, THE PRIMAL HEALTH COACH PROGRAM, THE LICENSED SERVICES, THE LICENSED MARKS, AND THE LICENSED MATERIALS DEPENDS ON NUMEROUS FACTORS BEYOND PRIMAL’S CONTROL. PRIMAL HEALTH COACH THEREFORE ACKNOWLEDGES AND AGREES THAT USE OF THE PRIMAL PROGRAM, LICENSED SERVICES, LICENSED MARKS, AND LICENSED MATERIALS ARE SPECULATIVE, PRIMAL DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES AS TO THE PROFITS, REVENUES OR POTENTIAL SUCCESS OF ANY PRIMAL PROGRAM, LICENSED SERVICES, LICENSED MARKS, LICENSED MATERIALS OR PRIMAL HEALTH COACH PROGRAM OR BUSINESS AND NO LIABILITY SHALL BE IMPOSED UPON PRIMAL BASED ON ANY CLAIM THAT (I) MORE SALES, RECEIPTS OR REVENUE COULD HAVE BEEN MADE OR EARNED AND/OR (II) BETTER PRICES OR TERMS COULD HAVE BEEN OBTAINED. PRIMAL IS NOT OBLIGATED TO CONTINUE THE MARKETING, ADVERTISING, PROMOTION, SALE, LICENSE, OPERATION, SUPPORT OR USE OF THE PRIMAL WEBSITES, FITNESS PROGRAM, LICENSED SERVICES, LICENSED MARKS, LICENSED MATERIALS, PRIMAL HEALTH COACH PROGRAM, SEMINARS OR COURSES, OR OTHER NUTRITION, FITNESS OR SPORT RELATED EVENTS, SUBJECT MATTER EXPERT PROGRAM OR SEMINARS, RADIO PROGRAM OR CONTINUE THE USE OF ANY PARTICULAR ELEMENT OF ANY OF THE FOREGOING.

9. LIABILITY LIMITATION

With respect to this Agreement, except in the case of PRIMAL HEALTH COACH as set forth in Section 10 (Indemnity) and in the case of PRIMAL HEALTH COACH a breach of Section 1 (grant and scope of license) or Section 8(a) (PRIMAL HEALTH COACH representations and warranties), in no event shall PRIMAL or PRIMAL HEALTH COACH be liable to each other or

any third party for any indirect, special or consequential damages including on account of expenditures, investments, leases or commitments made in connection with the activities or goodwill of either party, lost revenue, profits, lost data and the like arising out of or in connection with this Agreement or its termination, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability), and irrespective of whether the parties have advised or been advised of the possibility of such losses or damages. THE TOTAL LIABILITY OF PRIMAL SHALL BE LIMITED TO THE FEES PAID BY PRIMAL HEALTH COACH TO PRIMAL UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, AND IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. INDEMNITY

PRIMAL HEALTH COACH shall indemnify, defend at PRIMAL's request, and hold harmless PRIMAL, and PRIMAL's subsidiaries and related entities, and each of their respective officers, affiliates, directors, agents and employees (collectively, a "**PRIMAL Party**") from and against any and all actions, claims, liabilities, judgments, settlements, losses, damages, expenses, and costs (including court costs, expert witnesses and attorney's fees), arising from or related to any third party claim, suit or proceeding brought against any PRIMAL Party which arises from or is related to: (a) PRIMAL HEALTH COACH's breach or alleged breach of any of PRIMAL HEALTH COACH's representations, warranties or covenants in this Agreement or breaching any of its obligations described herein (b) infringement or misappropriation by PRIMAL HEALTH COACH of any intellectual property, personal or proprietary right of any third party; (c) property damage, personal injury or death based on PRIMAL HEALTH COACH's negligence, recklessness, willful misconduct, acts or omissions; or (d) any other actions, claims, liabilities, losses, damages, expenses and costs arising out of PRIMAL HEALTH COACH's operation of PRIMAL HEALTH COACH's business or related to PRIMAL HEALTH COACH's relationship with PRIMAL. PRIMAL HEALTH COACH may not settle any pending or threatened proceeding in a manner which admits wrongdoing by PRIMAL and/or without obtaining an unconditional release of PRIMAL from all such liability on claims that are the subject matter of such proceeding.

11. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by certified mail; or (c) sent by overnight or international courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

12. WAIVER

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13. SEVERABILITY

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14. INTEGRATION

This Agreement (including the Attachments and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. PRIMAL may amend this Agreement at any time in its sole discretion. If and when the Agreement is renewed by the parties for a given Extended Term, such amendments shall be effective upon such renewal date.

15. LIMITATIONS

This Agreement shall NOT entitle PRIMAL HEALTH COACH to do any of the following:

- (a) Purport to speak on behalf of PRIMAL or for the organization as a whole;
- (b) Offer or grant certificates to, or certify individuals as PRIMAL BLUEPRINT PRIMAL HEALTH COACHES;
- (c) Speak to the media on PRIMAL's behalf without prior, specific, written authorization from PRIMAL in each instance, which permission may be granted or withheld in PRIMAL's sole and absolute discretion;
- (d) Publish a work about PRIMAL or the Licensed Marks or Materials or on PRIMAL's behalf without prior, specific, written authorization;

- (e) Use the PRIMAL name, any PRIMAL trademark, trade name, service mark or logo or Licensed Marks to promote a product, good, or service, except as provided herein.

16. JURISDICTION AND DISPUTES

This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by arbitration in Los Angeles County, California under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the State of California. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Central District of California. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY.**

The parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the AAA administrator as to such procedure; however, if within 45 days after the commencement of the arbitration, all of the parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the AAA administrator shall unilaterally appoint and designate the presiding arbitrator.

If a party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration; or if a party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may make the award on the evidence before it.

The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have each executed this Agreement as of the date indicated:

PRIMAL NUTRITION, INC.

[INSERT PRIMAL HEALTH COACH NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A—BRANDING GUIDELINES

1. Each PRIMAL BLUEPRINT PRIMAL HEALTH COACH may be listed on PRIMAL’s online resources pages with contact information, including name, email, city, headshot, and optional text field comments.
2. Subject to the provisions herein, PRIMAL HEALTH COACH may notify other individuals that they teach exercise and diet according to the PRIMAL BLUEPRINT “methods” or other similar designation.
3. PRIMAL will provide sample graphics, posters, marketing materials for display and distribution by the PRIMAL BLUEPRINT PRIMAL HEALTH COACH.
4. Subject to the provisions herein, the PRIMAL BLUEPRINT PRIMAL HEALTH COACH may incorporate the Grok stand-alone logo into its marketing materials.
5. Subject to the provisions herein, each PRIMAL BLUEPRINT PRIMAL HEALTH COACH may have access to Primal Blueprint Publishing materials to use as teaching tools with your clients, including use of logos on business promotional materials, use of visuals like the Primal Blueprint Carbohydrate Curve for presentations or client handouts.
6. Subject to the provisions herein, each PRIMAL BLUEPRINT PRIMAL HEALTH COACH may lead his own Primal Blueprint Transformation Seminar to local audiences, and PRIMAL may supply comprehensive materials, including a slide show template, for a 2.5 hour curriculum. PRIMAL may announce the dates and locations and sell tickets to the events on its website, including primalblueprint.com in a generous revenue-sharing arrangement.
7. Each PRIMAL BLUEPRINT PRIMAL HEALTH COACH shall receive wholesale pricing on all Primal Blueprint products available at primalblueprint.com, including PRIMAL supplements, books, educational products, apparel, and promotional items.
8. Each PRIMAL BLUEPRINT PRIMAL HEALTH COACH may receive educational materials comprising video files, including Primal Blueprint 10 Laws Video; audio files for streaming, including (1) The Primal Blueprint: Abridged recording, (2) The Primal Blueprint 21-Day Total Body Transformation: Unabridged recording, and (3) The Primal Connection: Unabridged recording; and digital books, including (1) Primal Blueprint, (2) Primal Blueprint 21-Day Total Body Transformation, (3) Primal Connection, (4) Primal Blueprint Cookbook, and (5) Primal Blueprint Quick & Easy Meals.
9. Each PRIMAL BLUEPRINT PRIMAL HEALTH COACH may receive a completion kit upon achieving a successful score on the required examinations, including a PRIMAL HEALTH COACH t-shirt, a PRIMAL HEALTH COACH card, a PRIMAL HEALTH COACH certificate, a PRIMAL HEALTH COACH die-cut sticker, a grok on keychain, a grok on stainless steel drinking cup, a PRIMAL BLUEPRINT poster, reading materials, expert certification course material binder, grok on drawstring backpack, and a gym promotional kit, the contents of which are to be determined in PRIMAL’s sole discretion.