

RADICAL REMISSION WORKSHOP INSTRUCTOR LICENSE AGREEMENT

This Agreement (the “Agreement”) is made between KAT Productions LLC on behalf of Kelly Turner, PhD (“Trainer”), having an address of PO Box 333, Irvington, NY 10533 (the “Licensor”) and the person accepting the terms and conditions of this Agreement, having an address supplied with such acceptance (the “Licensee”), relating to the book *Radical Remission* and intellectual property and materials relating to The Radial Remission Project™ (together, the “Licensing Program”). **BY PROVIDING YOUR CONTACT INFO ON PAGE 5 AND BY SIGNING ON PAGE 6, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PROVIDE YOUR NAME AND EMAIL ADDRESS AND DO NOT SIGN IT.** The terms of the Agreement are as follows:

1. Term: The term of this agreement shall commence on the date of Licensee’s acceptance of this Agreement (the “Commencement Date”), and extend for the later of: (a) a **period of one (1) year** (the “Licensing Window”), or (b) a period of one (1) year after Licensee’s successful completion of Licensor’s Radical Remission teacher training workshop (“Radical Remission Teacher Training”) in the sole discretion of Licensor (the “Initial License Term”) as extended by additional periods, if any, as defined in Paragraph 4 below (together with the Initial License Term, the “License Term”). The Licensing Window and License Term are hereinafter referred to collectively as the “Term.”

2. License:

a. Grant of License: Subject to the terms and conditions in this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-exclusive and non-transferable license to exploit the Licensing Program during the License Term, solely to teach two-day, three-day, or multiple-week (meeting for one to two hours once per week for six to nine weeks) Radical Remission workshops (“Certified Radical Remission Workshops,” or the “Instructional Services”), as specified in materials supplied to Licensee in the Radical Remission Teacher Training and as updated from time to time by Licensor. Additionally, during the License Term, Licensee will:

1. **have the right to refer to themselves as a “Certified Radical Remission Workshop Instructor”** verbally and in writing;
2. have the right to offer and advertise the Instructional Services anywhere in the world, subject to the following radius restrictions: Licensee shall not offer or advertise Instructional Services held within one hundred (100) miles of and within fifteen (15) days before or after a Radical Remission-related event held by or featuring Trainer, provided that such event is announced at least thirty (30) days in advance of such event on www.radicalremission.com or its subdirectories (the “Website”); and
3. be included, within a reasonable time after the beginning of the License Term, in an online directory of certified workshop presenters on the Website, if such directory is created and so long as it is maintained.

b. Limitation of Grant: Licensee agrees to only use the Licensing Program as specifically authorized by this Agreement. **No other ideas, materials, claims, or information may be added to the Licensing Program** or to Radical Remission Certified Workshops without the prior written approval of Licensor, in its sole discretion.

c. **Non-exclusive Grant:** Nothing in this Agreement shall be construed to prevent Licensor from granting any other licenses for the use of the Licensing Program in any manner whatsoever.

d. **Ownership of Rights:** Licensee acknowledges that Licensor owns, and shall retain ownership of, all materials, business methods, and intellectual property related to the Licensing Program. Licensee further acknowledges that all rights in any additional material, new versions, translations, rearrangements, or other changes in the Licensing Program which may be created by or for Licensee (collectively, “New Material”), shall be and will remain the exclusive property of Licensor. In addition, the New Material shall be and will remain a part of the Licensing Program.

3. **Exclusion:** Notwithstanding anything in this Agreement to the contrary, Licensee’s rights under this Agreement shall not include the right to, and **Licensee hereby warrants that it will not use the Licensing Program (i) in connection with any endorsement of any other trainer, product or service** whether similar to the Trainer, the Licensing Program or otherwise; (ii) in such manner as to identify it with a trainer, product or service other than the Trainer and/or the Licensing Program. Notwithstanding the foregoing, Licensee may offer other products or services to Certified Radical Remission Workshop students after the conclusion of each complete Certified Radical Remission Workshop, but only subject to a clear verbal announcement that such offerings “are not affiliated, endorsed, or related to Kelly Turner, PhD., the book *Radical Remission*, the Radical Remission Certified Workshop, or the Radical Remission Program in any way” (the “Disclaimer”). Additionally, any printed material printed by Licensee during the License Term related to such offering will clearly and legibly, within a text box, and in a typeface no smaller than twelve (12) point Times New Roman, contain the Disclaimer. If such offering includes a physical product, the Disclaimer shall be included in writing with such product.

4. **Payment:** For the Initial License Term of one year, Licensee shall pay the course tuition required by the Licensor as well as any room and board costs associated with the Radical Remission Teacher Training (the “Fee”). Once the Licensee has successfully completed the Radical Remission Teacher Training, which is in the sole discretion of Licensor, **Licensee must subscribe to an automatic, electronic payment plan offered by Licensor (currently, through PayPal) which will, at the end of the Initial License Term of one (1) year, automatically extend the License Term for an additional one (1) year period for the then-prevailing license renewal fee (“Renewal Fee”), currently USD \$195.00.** The renewal fee is subject to change at the sole discretion of the Licensor. Licensor will inform Licensee of any renewal fee changes at the email address of the Licensee provided on page 5. If Licensee has not complied with any terms of this Agreement, in the sole discretion of Licensor, Licensor may refuse to allow Licensee to extend the License Term.

5. **No Refunds:** The Fee and each Renewal Fee shall be non-refundable by Licensor.

6. **Copyright and Trademark Notices:**

a. **Copyright Notices:** Licensee shall retain, or cause to be legibly imprinted or displayed, on all Licensing Program materials and any New Materials and on all advertising materials for the Licensing Program and any New Materials the copyright notice “© KAT Productions LLC 2019.”

b. **Trademark Notices:** Licensee shall retain, or cause to be legibly imprinted or displayed, on all Licensing Program materials and any New Materials and on all advertising materials for the Licensing Program and any New Materials the appropriate trademark notice,

either ™ or ® as Licensor shall determine, and shall affix the notice as specified by Licensor.

7. Warranties; Indemnification: Licensee shall indemnify, defend and hold harmless Licensor and its respective parents, officers, directors, employees, agents and representatives from and against any and all liabilities, claims, demands, damages and costs (including reasonable outside attorneys' fees and disbursements) arising out of or related to any breach by Licensee of this Agreement or arising out of or related to any actual or alleged negligent, intentional, or criminal misconduct by Licensee, or Licensee's parents, officers, directors, employees, agents and representatives, or anyone, directly or indirectly, acting by, through, on behalf of, pursuant to contractual or any other relationship with Licensee, affecting any third party.

8. Right of Approval: **Licensor reserves, in its sole discretion, the right to give or withhold approval of the quality, style or format of Licensee's use of the Licensing Program.** If Licensor requires changes to Licensee's use of the Licensing Program, Licensee shall immediately effect the changes to the full satisfaction of Licensor.

9. Protection of Licensor's Rights and Interests:

a. Goodwill and Protection:

1. Licensee recognizes the value of the publicity and goodwill associated with the Licensing Program and acknowledges that such goodwill exclusively belongs to Licensor.

2. Licensee shall assist Licensor or Licensor's agents, as may be reasonably requested by Licensor from time to time, in obtaining and maintaining any and all available protection of Licensor's rights in and to the Licensing Program.

b. Insurance: If Licensee obtains insurance covering the risk of personal or property injury or harm in the course of using the Licensing Program or delivering the Instructional Services, Licensee shall name Licensor as an additional insured to any such policies of insurance.

c. Instructional Services Waiver: **Licensee shall require participants in its Instructional Services to sign a waiver and assumption of risk** agreement in a form to be provided by Licensor upon successful completing of the Radical Remission Teacher Training.

d. No Warranty as to Profits: Licensor makes no warranty or representation as to the amount of income or profits Licensee will derive under this Agreement.

10. Specific Undertakings of the Parties:

a. Licensor warrants, represents and agrees that it has certain ownership rights in and has the right to grant licenses to use the titles and names (including "Radical Remission"), ideas, concepts and visual representations as included in Licensing Program and Licensor has the right to grant the license in and to the Licensing Program to Licensee under this Agreement. Licensor shall not be obligated to conduct Radical Remission Teacher Training workshops, whether announced prior to the Commencement Date or not, nor shall Licensor be obligated to conduct any "make up" workshops in the event of Licensor's cancellation; all such workshops shall be held and scheduled at the sole discretion of Licensor.

b. Licensee warrants, represents and agrees that:

1. it will not dispute the title of Licensor in and to the Licensing Program or any

copyright or trademark pertaining thereto, nor will it attack the validity of the license granted hereunder;

2. it will use the Licensing Program in an ethical manner, according to the specifications of the Radical Remission Teacher Training, and in accordance with the terms and intent of this Agreement;

3. it will not create any expenses chargeable to Licensor;

4. **it will offer the Instructional Services at competitive prices**, specifically Licensee will charge a tuition price, which does not include any optional room and board charges, generally and customarily charged for the same or similar services (e.g., between US\$ 95.00 and US\$ 250.00 per Radical Remission Certified Workshop), but in no event higher than US\$ 500.00 per Radical Remission Certified Workshop, as amended by Licensor from time to time;

5. it will coordinate the release and promotion of the Instructional Services in such manner as Licensor requires;

6. it will not create, exploit or disseminate educational, coaching or personal development groups, workshops, documents, programs, goods or services in any way derivative of, arising from, competing with, or related to Licensing Program; and

7. it will not use the Licensing Program in any way that violates the guidelines set by Licensor for their use (including, but not limited to, those guidelines relayed in the Radical Remission Teacher Training and additional guidelines, if any, distributed to Licensee, or posted and updated on the Website, from time to time), **nor will Licensee harm or diminish or bring disrepute to the Radical Remission brand or Trainer**, as determined solely by the Licensor.

11. Notices: All notices to be given under this Agreement shall be addressed to the Licensor or the Licensee as follows:

(a) To Licensor: Any notices hereunder will be in writing will be given by email AND either by personal delivery or by mail (postage prepaid) to the appropriate party at the address listed below. Such notice will be deemed effective on the date of such personal delivery or three (3) business days after mailing. Nothing in this Subparagraph 11(a) effects the obligation of proper service of process upon Licensor in any way:

KAT Productions LLC
PO Box 333
Irvington, NY 10533
Attn: Teacher Training Program
Email: info@radicalremission.com
Phone: (347) 470-7895

With copies to:

Frankfurt Kurnit Klein & Selz PC
488 Madison Ave, 10th fl
New york, Ny 10022

Attn: Sasha Levites, Esq.

Email: slevites@fkks.com

Phone: (212) 705-4864

To Licensee:

Full Name: _____

Address: _____

City, State, Post Code: _____

Country: _____

Email: _____

Phone: _____

(b) To Licensee: To the email address provided by the Licensee in connection with the acceptance of this Agreement. All notices, including service of process, to the Licensee shall be in writing and shall be served either by email transmission or by mail or courier, at the sole discretion of Licensor. Except as provided herein, such notices shall be deemed given when transmitted by email.

12. Termination. This Agreement may be terminated as follows:

a. **Bankruptcy:** If Licensee files a petition in bankruptcy or is adjudicated a bankrupt or if a petition in bankruptcy is filed against Licensee, this Agreement shall terminate immediately.

b. **Breach:** If Licensee breaches any of the terms of this Agreement, Licensor shall have the right to terminate the license upon seven (7) days' notice in writing, and such notice of termination shall become effective, unless Licensee completely remedies the breach during the seven-day notice period to the full satisfaction and in the sole discretion of Licensor. Licensor shall have sole discretion to waive or extend the cure period applicable to each instance of breach by Licensee.

13. Effect of Termination or Expiration: Upon expiration or termination of this Agreement, all rights granted to Licensee hereunder shall immediately terminate, and Licensee, directly or indirectly, shall not use, exploit, or have any further right in and to the Licensing Program, the Licensing Program materials and/or any New Materials. Licensee hereby agrees that at the expiration or termination of this Agreement for any reason, Licensee will be deemed automatically to have assigned, transferred and conveyed to Licensor any and all copyrights, trademark or service mark rights, goodwill or other right, title or interest in and to the Licensing Program, the Licensing Program materials, New Materials which may have been obtained by Licensee or which may have vested in Licensee pursuant to any endeavors by Licensee or under this Agreement. For certainty, if the License is terminated in accordance with the provisions of Section 12, Licensor shall have no obligation to reimburse Licensee for any payment or payments made by Licensee to Licensor.

14. Remedies:

a. **Licensor's Remedy for Breach:** In the event Licensee breaches this Agreement, including without limitation, the failure of Licensee to cease using the Licensing Program upon the expiration or termination of the Term or the license granted hereunder or the failure of Licensee to fulfill its obligations under this Agreement will result in immediate and irreparable damage to Licensor. Licensee acknowledges that Licensor has no adequate remedy at law for any such failure referred to in this section, and, in the event of any such failure, Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions, in addition to such other further relief as any court of competent jurisdiction may deem just and proper.

b. No Deemed Election: If Licensor uses any remedy afforded to it by this Agreement, Licensor shall not be deemed to have elected its remedy or to have waived any other rights or remedies available to it under this Agreement, or otherwise.

c. Licensee's Remedy for Breach: The sole right of Licensee as to any breach or alleged breach hereunder by Licensor hereunder shall be the sole right to seek money damages, if any, in an action at law. In no event may Licensee be entitled to seek or obtain injunctive or other equitable relief with respect to any breach or alleged breach of Licensor's obligations hereunder.

15. Miscellaneous: The parties each have the power and ability to enter into and bind itself to this Agreement. This Agreement does not constitute and will not be construed to constitute a partnership or joint venture between or among any of the parties. Other than as expressly set forth herein, no party will have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained will give, or is intended to give, any rights of any kind to any third persons. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof superseding and replacing all prior oral or written understandings with regard thereto. This Agreement shall not be modified except by a written document executed by all parties. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however, if any provision of this Agreement should be held invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any party solely by reason of authorship. The parties confirm that they have been given the opportunity to engage and consult independent legal counsel regarding the terms of this Agreement. This Agreement and any rights and obligations hereunder may not be assigned by Licensee, without Licensor's prior written consent. This Agreement shall be interpreted in accordance with the laws of New York applicable to agreements fully entered and performed therein without regard to its principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the state or federal courts in New York City, New York, and the parties agree that neither will object to the exclusive jurisdiction and venue of any such court. In the event of Licensor's breach hereof, Licensee shall be limited to the right, if any, to pursue damages at law and in no event shall Licensee be entitled to seek injunctive or other equitable relief (including rescission). This Agreement may be executed in any number of counterparts, by facsimile, pdf or computer image file or original signature, which will, collectively, constitute one agreement. Licensor reserves all rights pertaining to the Licensing Program, except for the limited license specifically granted under this Agreement to Licensee.

ACCEPTED AND AGREED:

KAT Productions LLC
("Licensor")

("Licensee")

By: _____
(Kelly A. Turner, representative of KAT Productions, LLC)

Date: _____

Date: _____