

Doctors Answer® Lite License Agreement

THIS LICENSE AGREEMENT (AGREEMENT) IS MADE AND ENTERED INTO BY AND BETWEEN _____ (YOU) AND DOCTORS ANSWER® INC. (DA), (COLLECTIVELY PARTIES).

YOU AND DA ACKNOWLEDGE, UNDERSTAND AND AGREE AS FOLLOWS:

I. BACKGROUND

1. DA is the sole owner of a comprehensive, integrated weight loss/weight management program called Doctors Answer® Lite (DAL) and all associated names, marks, rights, interests, processes, forms, systems, courses, training, guidelines, user manuals, materials, websites and content including but not limited to content found on YouTube, social media platforms and the world wide web (collectively DA's Intellectual Property).
2. DA holds a copyright interest in DA's Intellectual Property.
3. You want to bring DAL in-house to offer DAL to Your patients and utilize DAL as a weight loss/weight management solution for Your Patients.
4. DA is offering You, through a license granted under this Agreement, the right to offer and utilize DAL as a DA managed online program (Your DAL) in which:
 - a) You will be responsible for marketing Your DAL to Your patients in accordance with DA's license holder user manual (User Manual) and for any costs associated with the marketing of Your DAL (Marketing Your DAL), and
 - b) You will be responsible for monitoring the progress of those of Your patients who choose to enroll in Your DAL (Your DAL Participants), and
 - c) DA will be responsible for conducting and managing Your DAL on Your behalf as per the User Manual (Managing Your DAL).

II. GRANT AND ACCEPTANCE OF LICENSE

1. DA grants to You, and You accept, the right to use DAL as a DA managed online program in Your medical practice for Your patients residing within the continental United States (License).
2. License is non-exclusive and does not carry with it any stated or implied exclusive rights to any territory, and DA, at its sole discretion, may grant other licenses wherever and whenever it deems appropriate.

3. This Agreement begins on date Your license fee is received by DA and automatically terminates after a three (3) year period of Agreement being in full force and effect. License fee is \$389.00 and is non-refundable.
4. You may renew the License every three (3) years subject to DA's election to also renew and upon Your executing the then current license agreement and Your paying the then current license renewal fee. You and DA will give each other not less than sixty (60) days' prior notice of election not to renew.
5. License is personal to You and may not be voluntarily, involuntarily, directly or indirectly assigned, subdivided, sub-licensed, pledged or encumbered or otherwise transferred or conveyed by You.
6. At DA's sole discretion, DA may assign or transfer this Agreement in and said assignment/transfer will inure to the benefit of any assignee or other legal successor to the interest of DA. Such assignment or transfer by DA will not alter Your rights or obligations under this Agreement. In the event that DA assigns or transfers this Agreement to another entity then that entity assumes the rights and obligations of DA under this Agreement thereby fully releasing DA from any and all rights and obligations herein.
7. DA has the sole right to make updates, changes or additions to DA's Intellectual Property and any such updates, changes or additions shall be considered DA's Intellectual Property for this Agreement.
8. You will conduct all activities associated with Your DAL in accordance with User Manual and the terms and conditions of this Agreement.
9. As a condition of DA granting You a License, You grant to DA and DA accepts, full non-rescindable authority and responsibility for (a) Managing Your DAL for Expenses/Fees as outlined in the Expense/Fee Schedule in the User Manual and (b) setting up a secure online shopping cart for You and (c) processing payments and disbursing funds on Your behalf that are related to Your DAL.
10. DA will combine Your DAL Participants into groups (Your DAL Groups). DA has the right to combine, at its sole discretion, Your DAL Groups with the groups of other license holders in order to increase efficiency, enhance the group experience, and maximize profitability.
11. Termination or Terminate herein means this Agreement ends and the License and all rights and uses granted herein are immediately revoked and canceled in their entirety.
12. Termination due to expiration of Term is automatic and without notification.
13. You have the right to terminate this Agreement at any time upon sixty (60) days' notice to DA.
14. DA has the right to terminate this Agreement upon notice to You ONLY if You have been previously notified by DA of Your breach of the terms and conditions of this Agreement and/or the User Manual AND You have failed to rectify said breach within fourteen (14) days' time of such notice of breach.
15. Within three (3) weeks after termination date DA shall perform a final pro rata financial settlement/reconciliation for You of Your DAL Groups in effect until date of termination.

III. DA's DUTIES AND RESPONSIBILITIES

1. DA will be responsible for Managing Your DAL.
2. DA will provide You with a dedicated and personalized website on DA's drsanswerlite.com domain to aid You in marketing and utilizing Your DAL (Personalized Website).
3. DA will provide You with:
 - a) A User Manual to aid You in marketing and utilizing Your DAL.
 - b) Email, mail, banner, and flyer templates as well as one-hundred (100) trifold handouts for marketing Your DAL (Marketing Materials).
 - c) DA trained personnel to liaison with you and lead Your DAL Groups.
 - d) Accounting services for Your DAL including but not limited to:
 - (i) An Expense/Fee Schedule for Expenses/Fees payable by You to DA for DA's Managing DAL. DA has the right to make changes and/or modifications to the Expense/Fee Schedule with written notice to You.
 - (ii) Regularly scheduled settlement reports
 - (iii) Processing payments and disbursement of funds on your behalf

IV. YOUR DUTIES AND RESPONSIBILITIES

1. You will be responsible for Marketing Your DAL and will do so according to the User Manual and the terms and conditions of this Agreement.
2. Any and all costs/expenses associated with Marketing Your DAL (Marketing Costs), will be Your responsibility. Marketing Costs include but are not limited to costs for accessing, downloading, customizing, editing, printing and sending/distributing Marketing Materials to Your Patients.
3. You will market Your DAL only under the following names: "Doctors Answer®Lite," "Doctors Answer® Lite: The Modified Fasting Program," "DA Lite," "Doctors Answer® Lite Program," and/or "DA Lite Program" (collectively DA Names).
4. You will utilize Your DAL in accordance with the User Manual and the terms and conditions of this Agreement.
5. You will be responsible for monitoring Your DAL Participants' progress.

V. OTHER MATTERS

1. You and DA are each independent contractors and are not and will not be considered joint venturers, partners, affiliates, representatives, or agents of each other.

2. Any and all fees and/or monies collected by DA from Your DAL Participants are solely collected on Your behalf and account and never on behalf of DA.
3. Neither Party is responsible for the collection, withholding or payment of taxes of the other Party unless there is a written addendum to this agreement signed by both Parties stating otherwise.
4. You will incur Your own debts, obligations, and other expenses and will not, nor will You have any authority to, incur any debts, obligations, or other expenses on behalf of DA.
5. Neither Party will have the authority to bind or obligate the other Party except as expressly set forth in this Agreement.
6. Each Party is responsible for its own torts, acts, errors and/or omissions and will indemnify and hold harmless the other Party from all claims, liabilities, costs and expenditures arising out of such torts, acts, errors and/or omissions.
7. In the event any applicable laws abolish, impair or weaken the independent nature of the Parties' relationship as described in this Agreement, those laws shall be interpreted to apply only to the Parties' obligations, liabilities and duties owed to third parties and not to affect the other terms and conditions of this Agreement including but not limited to indemnification.
8. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming. Any disputes arising out of this Agreement will be subject to and conducted exclusively in Cheyenne County, Wyoming USA (Venue) which will have exclusive jurisdiction for this Agreement. DA has the sole right to change the Venue listed herein. In the event of such change of Venue, DA will send notice to You and the new Venue will be read into this Agreement replacing whatever is the current Venue and such change of Venue will be incorporated in full herein immediately. Such change of Venue will not alter the obligations of DA or You as set forth in this Agreement.
9. The Parties agree to resolve any dispute, controversy or claim that arises during the course of this Agreement. If the Parties are unable to resolve a dispute, the dispute, if other than a dispute relating to DA's Intellectual Property over which DA has sole authority/right to decide the outcome, will be subject to final and binding arbitration before three (3) neutral arbitrators in the Venue, and in accordance with the American Arbitration Association Rules.
10. Should any one or more parts of this Agreement be declared invalid by any court of competent jurisdiction for any reason, such decision will not affect the validity of any remaining portions which will remain in full force and effect.
11. Failure of either Party to enforce any term and/or condition of this Agreement, or waiver by either Party of any default, will not operate as a waiver of successive defaults and all the rights of the Parties will continue in full force and effect.
12. This Agreement may be modified only by a writing signed by the Parties hereto which states that said writing is an amendment, addendum or change hereto. Any other attempts at modification, whether by course or conduct, oral or informally written agreement or whatever, will not prevail.

13. DA does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement.
14. Nothing in this Agreement will be considered as creating any rights to You with respect to any DAL Intellectual Property. To clarify, You do not have nor will ever have any rights or interests in equity or law to DAL or DA Intellectual Property.
15. You will offer Your DAL always in compliance with all applicable laws and in a manner which will not impair the goodwill associated with DA and/or DA Names.
16. All goodwill associated with DA Names, including that generated by You, is not and will not ever be Your property and will inure solely to DA, its successors and/or assigns.
17. Except as outlined in this Agreement, You are not granted the right to and will not set up, cause to be set up, or modify any other website which would use any of the DA Names or signify, promote or market DAL on the worldwide web, internet, social media platform or YouTube.
18. DA does not offer medical, legal, financial or tax advice or consultation.
19. No promises and/or guarantees have been made to You by DA regarding projected sales volumes, marketing potential, revenues or profits of Your DAL and/or any other related products/services.
20. Any delay or failure of performance by DA under this Agreement caused by any occurrence beyond the reasonable control of DA including but not limited to acts of God, acts of third parties, power outages, and governmental restrictions will not be considered a breach of this Agreement and such performance will be excused for the number of days such occurrence reasonably prevents performance.
21. All notifications between the Parties regarding this Agreement will be in writing and sent to the addresses signified by each Party as follows: You in Your Personalized Website and DA as outlined below. Notice can be sent either electronically by email or by registered or certified mail with return receipt requested.
22. You will remain in communication with DA as may be appropriate and will respond promptly to written, telephone or email messages from DA. You will promptly notify DA of any change to your contact information by updating your contact information in Your Personalized Website.
23. You have read the User Manual and this Agreement and have had an opportunity to ask any questions about the User Manual and this Agreement and have had those questions answered fully and to your complete satisfaction.
24. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements concerning the subject matter hereof.