

Marketing and Licensing Agreement Summary

Navigating the Agreement and Its Terms

Marketing and Promotional Activities (Exhibit A §1)

- Requirements (non-exclusive list):
 - Commit to twelve Walk events/year.
 - Have one of the following individuals present at every walk, and have them commit sixty minutes per walk:
 - resident physician actively participating in residency medical training **or**
 - board-certified physician **or**
 - for inclusion of other healthcare professionals, request an edited agreement.
 - Display Just Walk's logo at each walk.
 - At the request of Just Walk, Inc., you may also be required to display the names and/or logos of our sponsors.
 - Be receptive to representatives of Just Walk's sponsors attending the Walk and disseminating literature.
 - Offer walk participants the option to sign-up for the National Just Walk newsletter.
- Encouraged:
 - Provide a three to eight-minute informational talk prior to the start of each walk.
 - Make best efforts to tag Just Walk in social media posts/ads (@walkwithadoc).
- Inadmissible Activities:
 - Advertising, promoting, selling or distributing any products at any walk, individually or through a third-party, unless previously approved in writing by Just Walk.

Insurance (Exhibit A §1(g))

- Your Company will be named as an additional insured on Just Walk's liability insurance policy. Your Company shall provide notice to Just Walk of the location of the walk to be listed with the insurance carrier.
 - Just Walk's liability insurance policy includes a \$1,000,000 limit per occurrence with a \$3,000,000 general aggregate and \$5,000,000 umbrella.

License Fees (Exhibit A §1(h))

- The Agreement calls for an initial license fee of \$650.00 upon execution of the Agreement.
- Additionally, you have the option to pay an extra fee of \$600.00, which provides your Company with promotional items including 50 Walk with a Doc shirts, 50 pedometers, 1 large Walk with a Doc banner, and 1 large Walk with a Doc sign.

License Exclusivity (Exhibit A §2)

- Non-Exclusivity: A non-exclusive license grants the rights to the licensee but does not prevent the licensor from granting similar licenses to others. The licensor can license the same rights to third parties as well as use them itself. The licensee does not have exclusivity in any territory.
- Territory: Location of the walk where participants will meet at least one time per month.
- Just Walk grants to the Company a non-exclusive, non-assignable, non-sublicenseable, royalty-free, limited license to use and display the Just Walk Marks (trademark and logos indicated in Exhibit A) in the Territory designated by the Company in Exhibit A, Section 4.

Representations and Warranties (Exhibit B §2)

- **Representation:** Assertion of fact given to encourage another party to enter into a contract or take action.
- **Warranty:** Promise to reimburse other party if assertion of fact is found to be false.

Indemnification (Exhibit B §4)

- **Indemnification:** To hold one harmless for a loss, damage, or other liability.
- Upon execution of this Agreement, you agree to indemnify and hold harmless Just Walk from all claims, damages, liabilities, losses, judgements, costs, and attorney's fees relating to:
 - (a) your Company's gross negligence/willful misconduct, and
 - (b) any statements made by your Company disparaging the Marks, products, or services of Just Walk.

Term of Agreement and Termination (Exhibit B §5)

- Term
 - The basic term of the Agreement runs until May 31st of the following year, unless extended by the parties.
- Termination
 - Without cause, either party may terminate this Agreement upon 30 days prior written notice to the other party.

Assignment (Exhibit B §6.4)

- The rights or obligations under the Agreement are not assignable without the prior written consent of Just Walk, which may be granted or withheld in Just Walk's sole discretion.

Where Do I Go with This/Who Do I Give It To?

Authority to Sign

- Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.
- This Agreement is binding upon you as the Company. If applicable, please consult with your Company's Legal Department or Human Resources Department if you have any questions about this Agreement.

FAQs

- **Who is 'Just Walk'?** Just Walk is our registered non-profit name. We are formally doing business as 'Walk with a Doc'
- **Can I be 'the Company'?** Yes! Any person or organization can be 'the Company' and sign the agreement
- **What if I have my own insurance?** We purchase it anyways. It covers our organization and yours!