**Addendum 1**

**Premier Partner Addendum**

This Premier Partner Addendum (this “Addendum”) is entered into in connection with the Marketing and License Agreement between Just Walk and the Company of even date herewith (the “Agreement”).

1. Premier Partner Rights. In addition to the license to use and display the Marks granted under the Agreement, the Company may market itself as an official sponsor of the Walking Program within the Territory. Pursuant to the preceding sentence, the Company may use its service marks and/or trademarks in connection with the Walking Program. The use of the Marks in this co-branding manner will be subject to all of the conditions set forth in the Agreement.
2. Premier Partnership Fee. The rights granted to the Company under this Addendum are expressly conditioned upon the Company’s annual payment of two thousand five hundred dollars (US $2,500.00) to Just Walk for each annual contract term that the Agreement is in effect.
3. Miscellaneous. Capitalized terms used in this Addendum shall have the meanings prescribed in the Agreement. In the event of conflict between this Addendum and the Agreement, this Addendum shall control.

 **IN WITNESS WHEREOF**, the parties have executed this Premier Partner Addendum to the Agreement as of the Effective Date of the Agreement.

|  |  |
| --- | --- |
| **JUST WALK** | **COMPANY** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |