

Affiliate Teacher License Agreement
Our Baby Class, LLC

The mission of Our Baby Class, LLC (“OBC”) is to build confidence in parenting through a simple, intuitive, and practical approach (the “OBC Program”). OBC encourages individuals that understand and agree with the OBC Program and Philosophy to become OBC-Certified Teachers (“Teachers”).

OBC Teachers play an important role in spreading the OBC Program to the wider public. This License is granted to all Teachers upon successful completion of the requirements for receiving an Instructor Certificate detailed below, including but not limited to the full payment of all fees due under this Agreement.

The Parties:

Teacher (“You” or “Teacher”):

Licensor:

Our Baby Class, LLC
6911 Henley Street
Philadelphia, PA 19119

1. Preamble.

- a. OBC is the exclusive owner of the rights to market and commercially exploit the proprietary program known as “Our Baby Class” and “The Better Baby Class.”
- b. You enter into this Agreement with OBC to permit you to present classes in the OBC Program and Philosophy to members of the public.

2. Term and Termination.

- a. The term of this Agreement begins when you begin your Initial Training (as defined in paragraph 4 below) and ends exactly 12 months later, unless terminated sooner.
- b. This Agreement will automatically renew for one-year periods on January 31 each year unless either party notifies the other in writing of their intent not to renew the Agreement.
- c. OBC may terminate this Agreement in the event:
 - i. Teacher fails to pay any fees on a timely basis; or
 - ii. Teacher violates any terms of this Agreement.
- d. Either party may terminate this Agreement for any reason, or no reason, after providing written notice via email or postal mail to the other party. In the event that the Teacher terminates this Agreement pursuant to this paragraph, the Teacher shall not be relieved of its obligation to pay for any outstanding fees.

- e. Upon termination of the Agreement, all licenses given by OBC to Teacher, shall also be deemed expired or terminated.
3. Grant of Rights. OBC grants to you the non-exclusive, non-transferable, revocable right and license during the Term:
- a. to present classes in the OBC Program to members of the public;
 - b. to use, display, and publicize the “Marks” (as defined in paragraph 7 below) in connection with presenting classes in the OBC Program;
 - c. to use the “Licensed Materials” (as defined in paragraph 7 below) in connection with presenting classes in the OBC Program; and
 - d. to receive, via OBC’s community website or via postal mail, OBC’s periodic updates including new Licensed Materials and training updates and modifications.
4. Training and Financial Obligations.
- a. *Initial Training.* As a precondition to OBC’s acceptance of you as a Teacher, you shall, at your sole cost and expense, complete an online training course.
 - b. *Annual License Fee.* You shall pay OBC the Annual License Fee by January 31 of each calendar year.
 - i. The Annual License Fee shall be set by OBC from time to time, subject to sixty days’ notice to you in the event of any change. The current Annual License Fee is \$35. Notice of any change will be emailed to Teachers.
5. Obligations of Teacher.
- a. *Payment of Fees.* Teacher must remain current with the Annual License Fee in order to maintain the rights granted by this Agreement.
 - b. *Presentation of Classes.* Teacher shall:
 - i. Not engage in any conduct which is discriminatory against any student, and shall not:
 - 1. Discriminate against any individual because of race, gender, creed, national origin, religious affiliation, age, disability, or any other type of prohibited discrimination.
 - 2. Discriminate against any individual because of actual or perceived sexual orientation, or actual or perceived parenting experience, style, or point of view.
 - ii. Conduct OBC classes individually or jointly with up to one (1) other OBC-Certified instructor via the lesson plans developed by OBC, and shall utilize the OBC Workbooks with students (and other Licensed Materials, as may be developed from time to time).
 - iii. Present teacher information, class information, and any other information on OBC’s website in the form and substance as prescribed by OBC from time to time.
 - iv. Teach OBC classes live and in-person, for a minimum duration of two (2) hours per session (except for The Better Baby Class which is for a

minimum of four (4) hours per session), without shortening or combining classes.

- v. Never offer personal or medical advice. Offering medical advice or practicing medicine violates the terms of this Agreement, and the Teacher doing so bears sole legal responsibility for such violations. Personal advice includes commentary on any topics outside of the scope of the OBC Program.
- vi. Keep class size limited to ten people, except in the case of the Partners in Parenting and The Better Baby Class class, which may teach up to eight couples.
- vii. Conduct OBC classes in a professional and clean meeting space.
- viii. Not say, write, or cause to be said or written, any statement that may be considered defamatory, derogatory, or disparaging of OBC or the OBC Program or its owners, members, officers, employees, agents and contractors (“Related Persons”).
- ix. Use the Marks and Licensed Materials in accordance with this agreement, and only in the form and manner as prescribed by OBC.

c. *Other Instructor requirements.* You agree to:

- i. Purchase one workbook per student/couple per class at the direction of OBC, as updated by OBC from time to time.
- ii. Keep your online Teacher Directory up-to-date.
- iii. Stay up-to-date with current research and commentary provided by OBC.
- iv. Collect online student waivers, provided by OBC LLC.

d. Any variations or exclusions from, or additions to the above presentation requirements shall be subject to approval by OBC.

e. *Observation and Feedback.* Teacher shall permit OBC to observe any OBC class or instruction presented by Teacher, to conduct student instructor surveys, and otherwise to ensure Teacher’s compliance with its obligations under this Agreement.

6. Obligations of OBC.

a. In exchange for payment of the Initial Training fee and Annual License Fee. thereafter, OBC will provide you the following:

- i. Online in-depth Initial Training;
- ii. OBC-certification upon completion of the Initial Training;
- iii. Full lesson plans and a copy of the workbooks for each class an online training was complete for;
- iv. Online Teacher Director entry;
- v. Access to order through OBC other marketing materials;
- vi. Referral inquiries from potential students in your area;
- vii. The benefit of OBC’s national and local social media advertising, branding, and reputation.

- viii. The use of the “Marks” and Licensed Materials.
- ix. Continuing education in the form of newsletters, webinars, and regional conferences.
- x. The opportunity to contribute to changes to class content and provide suggestions for future additional specialty classes.
- xi. A referral bonus for each new instructor referred to OBC by you.

7. Intellectual Property

- a. *Ownership.* OBC is the exclusive owner of certain rights in intellectual property relating to the OBC Program (the “OBC IP”), including but not limited to
 - i. the trademarks, trade names, and service marks developed, adopted and/or used by OBC during the Term of this Agreement, including “Our Baby Class,” “OBC,” “TBBC” “The Better Baby Class,” “Better Baby Class” and logos (the “Marks”);
 - ii. the instruction and marketing materials, website content, and other information produced, printed, published, and distributed by OBC (the “Licensed Materials”); and
 - iii. “Confidential Information,” which, means all oral and written materials created by OBC in its training program for the OBC Program, information relating to OBC, its business methods, training programs, methods of operation, business strategies, marketing and business plans, business procedures, and all other materials.
 - b. *General Provisions Regarding OBC IP.* Teacher acknowledges and agrees that (i) the OBC IP and all copies thereof are the exclusive property of OBC; (ii) all right, title, and interest in and to the OBC IP shall at all times be vested in OBC and inure solely to OBC’s benefit; and (iii) Teacher has no rights in or to the OBC IP except as expressly granted in this Agreement.
 - c. *Prohibitions.* Teacher agrees that:
 - i. It will send to OBC any materials, not provided by OBC, that contain the Marks for written approval;
 - ii. All use of the Marks by Teacher shall inure to the benefit of and be on behalf of OBC;
 - iii. Marks shall not be modified or misrepresented;
 - iv. It shall make no use of the Marks unless expressly authorized by OBC.
8. Non-Competition. Teacher shall not, until the expiration of twelve months following the expiration or termination of this Agreement, offer, provide, or present classes which are substantially similar in nature to and directly competitive with the OBC Program.
9. No Warranties. Teacher acknowledges and agrees that he/she is well-informed about the financial risks associated with teaching her own classes and that the level of compensation is purely speculative. Consequently, OBC has not made and does not make any warranty with respect to the level of income to be earned by Teacher in respect of this Agreement.
10. Limitation of Liability. Teacher acknowledges and agrees that in no event shall OBC or its owners, members, officers, employees, agents, and contractors (“Related Persons”) be

liable to Teacher for: any direct, consequential, indirect, special, remote or speculative loss, damage or expense arising out of or related to the rights granted to Teacher in this Agreement; any act or omission by OBC; the failure of OBC to use any standard of care; or personal injury or death of any person. All of the foregoing shall apply even if OBC and/or its Related Persons have been advised of the possibility of such loss, damage or expense. In the event that a court of competent jurisdiction does not allow any of the limitations on liability specified above, the liability of OBC and its Related Persons shall not exceed the lesser of one hundred (\$100.00) dollars or the pro-rata fee paid by Teacher to OBC for the year during which the claim to such damages arises, regardless of the theory of liability upon which such loss, damage or expense is premised and notwithstanding the failure of the essential purpose of any limited remedy.

11. Indemnification. Teacher must indemnify and hold harmless OBC and its Related Persons from any and all loss, cost, damage and expense (including reasonable attorneys' fees, legal expenses and court costs) resulting from or arising out of (i) any claim by any third party which is inconsistent with the warranties, representations, promises and covenants made by Teacher in this Agreement, (ii) any act or omission by Teacher or its related parties which result in liability being asserted against OBC and its Related Persons, and (iii) any claim by any third party arising out of or related to any course, presentation or class in the OBC Program provided by Teacher.

12. Construction.

- a. *Amendments in Writing.* No amendment to or modification of this Agreement or any of its terms and conditions shall be valid or binding on the parties unless made in writing and signed by a duly authorized representative of both parties.
- b. *Assignment.* OBC shall have the right to assign this Agreement and any of its obligations hereunder to any affiliated company or entity. Teacher shall not have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of OBC.
- c. *Enforceability/Severability.* If any provision of this Agreement shall be held void, voidable, invalid or inoperative, the remaining provisions of this Agreement shall remain in full force and effect.
- d. *Entire Agreement.* This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to said subject matter. This Agreement does not substitute for, supersede or in any way modify any other agreements (i.e., not pertaining to the subject matter hereof) that you may have with OBC, now or hereafter.
- e. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Any action, suit or proceeding arising out of or related to this Agreement or the subject matter hereof shall be brought only in the courts of Pennsylvania. The parties hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction and waive any objection that they may now or hereafter have with respect thereto. In any such action, suit or proceeding, the court may award the prevailing party reasonable attorneys' fees, costs and legal expenses incurred therein.
- f. *Independent Entities.* OBC and Teacher enter into this Agreement as independent and separate entities. Without limiting the generality of the foregoing, OBC and

Teacher shall each be responsible for the payment of their respective compensation, wages, taxes, dues, employment benefits and operating expenses in connection with the separate operations of their businesses. This Agreement does not create a partnership, agency, employment relationship or joint venture relationship between OBC (its licensors and affiliates) and Teacher. Neither party nor the persons purporting to act on their behalf, shall have the right to bind or obligate the other party or represent to have such authority, with respect to any matter.

FOR TEACHER:

By: _____

FOR OUR BABY CLASS, LLC:

By: _____