

Trade Secret License Agreement

This Trade Secret License Agreement (this “**Agreement**”), effective upon the execution and delivery of this Agreement by the parties hereto (the “**Effective Date**”), is by and between POTTY TRAINING CONSULTANT, LLC, a State of Maryland limited liability company, with offices located at 9676 Atterbury Lane, Frederick, Maryland 21704 (“**Licensor**”), and [NAME], an individual currently residing at [ADDRESS] (“**Licensee**”) (collectively, the “**Parties**,” or each, individually, a “**Party**”).

WHEREAS, Licensor owns certain proprietary technology and information relating to certain proprietary methods for “potty-training” children and certain proprietary methods for educating and aiding caregivers engaged in “potty-training” children; and

WHEREAS, Licensee wishes to obtain, and Licensor is willing to grant to Licensee, a license under Licensor’s proprietary rights in and to such technology and information, including Licensor’s trade secrets, on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined elsewhere in this Agreement have the following meanings:

“**Affiliate**” of a Party means any entity that, as of the Effective Date, is more than 50% owned by such Party, owns more than 50% of such Party, or is more than 50% owned by a third party that owns more than 50% of such Party.

“**Licensed Product**” means any product or component that incorporates or embodies any Licensed Trade Secrets or Technology, including, but not limited to, the Potty Training Consultant Manual, sample case studies, sample questionnaires, sample training plans, memoranda, or other educational materials.

“**Licensed Service**” means any service performed using any Licensed Trade Secrets or Technology.

“**Licensed Trade Secrets**” means Licensor’s proprietary rights in and to the Technology under [applicable trade secret law/the Economic Espionage Act (18 U.S.C. §§ 1831 to 1839), as amended by the Defend Trade Secrets Act of 2016, the Maryland Uniform Trade Secrets Act (Md. Code Ann., Com. Law §§ 11-1201 to 1209, or other applicable state trade secret law.

“**Net Sales**” means the gross amount invoiced by Licensee or any of its Affiliates for the sale of Licensed Products less the sum of: discounts allowed in amounts customary in the trade; tariff duties; sales, use, or value-added taxes; costs of packing, transportation, and insurance; and amounts allowed or credited on returns. Transfers of Licensed Products to an Affiliate for internal use (but not resale) by the Affiliate will be treated as sales by Licensee at Licensee’s list price. Net Sales do not include sales or

transfers by Licensee to its Affiliates for resale; provided that the Net Sales calculation will include the amounts invoiced by such Affiliate on the resale of such Licensed Products.

“**Technology**” means all of the following owned by Licensor relating to the Licensor’s proprietary methods for “potty-training” children and the Licensor’s proprietary methods for educating and aiding caregivers engaged in “potty-training” children: (i) all know-how, technology, inventions, discoveries, ideas, processes, methods, designs, plans, instructions, specifications, formulas, testing and other protocols, settings, and procedures, vendor and supply chain contacts and information, and other confidential or proprietary technical, scientific, engineering, business, or financial information; and (ii) all documentation, materials, and other tangible embodiments of any of the foregoing, in any form or medium, including papers, invention disclosures, laboratory notebooks, notes, drawings, flowcharts, diagrams, descriptions, manuals, prototypes.

“**Territory**” means worldwide.

2. License.

(a) Grant. Licensor hereby grants to Licensee during the Term a non-exclusive, non-sublicensable, and non-transferable (except in accordance with Section 13) license, under the Licensed Trade Secrets to use the Technology in connection with (i) the design, development, manufacture, marketing, promotion, distribution, sale, or other exploitation of the Licensed Products in the Territory and (ii) the marketing, promotion, sale, or other exploitation of the Licensed Services in the Territory. No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Licensor under this Section 2.

(b) Licensor’s Reserved Rights. Licensor reserves the right, from time to time, without notice to Licensee and at Licensor’s sole cost and expense, to change a Licensed Product, a Licensed Service, or the Technology in any way Licensor may desire.

3. Technology Transfer. Promptly after the Licensee’s payment of the fees in accordance with Section 5, Licensor shall disclose the Technology to Licensee. Upon Licensee’s reasonable request during the first twelve (12) months after the Effective Date, Licensor shall provide Licensee with reasonable technical assistance concerning the Technology. Licensor shall provide up to four (4) hours of such technical assistance at no additional cost to Licensee, except that Licensee shall reimburse Licensor for reasonable travel and other out-of-pocket expenses incurred by Licensor’s technical personnel in providing such technical assistance. Any additional hours of such technical assistance shall be provided for a reasonable cost and on such terms to be mutually agreed by the Parties in writing. For the avoidance of doubt, subject to the license expressly granted to Licensee under Section 2(a), Licensor retains all right, title and interest in and to the Technology delivered or otherwise made available to Licensee hereunder.

4. Improvements. As between the Parties, Licensor will solely own all right, title, and interest in and to any modification of or improvement or enhancement to any Technology made by Licensee’s employees or independent contractors to the extent necessarily using or derived from any Licensed Trade Secrets or other Confidential Information of Licensor delivered or

otherwise made available hereunder (each, an “**Improvement**”). All Improvements will be included in the Technology for all purposes under this Agreement, including the license granted under Section 2(a) and the technical assistance obligations under Section 3; provided, however, that Licensor will not grant any license to Licensee under any patents issued to or patent applications filed by Licensor claiming any Improvement unless the Parties otherwise specifically agree in writing. Licensee hereby transfers and assigns to Licensor, without additional consideration, all of its right, title, and interest in and to any Improvement made by any employee or independent contractor of Licensee, whether solely or jointly with any employee or independent contractor of Licensor or any third party. Licensee shall fully cooperate with Licensor and take all further actions and execute, acknowledge, and deliver all assignments and other documents as Licensor may reasonably request, to evidence and protect Licensor’s intellectual property and other proprietary rights in and to all Improvements.

5. Payments.

(a) Initiation Fee. In consideration for access to the Technology and other rights granted herein including the initial annual license fee, Licensee shall pay to Licensor a non-refundable, non-creditable payment of Two Thousand Nine Hundred Ninety-Five and 00/100 US Dollars (\$2,995.00) (the “Initiation Fee”) within five (5) days of the Effective Date. Discounts or coupons may be applied by Licensor.

(b) Annual License Fee. As further consideration for the licenses granted to Licensee in Section 2(a), Licensee shall pay directly to Licensor or its designee, a non-refundable fee of Two Hundred Forty-Nine and 00/100 US Dollars (\$249.00) (the “Annual License Fee”) per year during the Term, with the first of such payment due on the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date during the Term.

(c) Payment Terms. Licensee shall make all payments due hereunder (i) in US dollars by credit card or PayPal as designated in writing by Licensor; and (ii) without deduction of exchange, collection, or other charges or withholding or other government-imposed fees or taxes. If any payment is not received by Licensor on or before the due date for such payment, Licensee shall pay to Licensor interest on the overdue payment from the due date to the date such payment is received by Licensor at a rate of ten percent (10%) per month, or if lower, the maximum amount permitted under applicable law.

6. Proprietary Rights.

(a) Preservation of Licensed Trade Secrets.

(i) Licensee acknowledges that: (A) the Licensed Trade Secrets and Technology are Licensor’s Confidential Information and subject to the confidentiality and non-disclosure obligations under Section 8; and (B) the Licensed Trade Secrets derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, any other person or entity.

(ii) Licensee shall use reasonable efforts to preserve the secrecy of the Licensed Trade Secrets at all times during the Term.

(iii) Upon Licensor's written request, Licensee shall grant Licensor or its designee, on reasonable notice and during normal business hours, permission to perform an assessment, audit, examination, or review of all safeguards implemented by Licensee concerning the Licensed Trade Secrets and all Technology delivered or otherwise made available under this Agreement to confirm Licensee's compliance with the requirements of this Section 6(a). Licensee shall fully cooperate with such assessment by providing access to knowledgeable personnel and to all physical premises, facilities, networks, databases, paper files, and information technology and other equipment where any Technology may be used or stored.

(b) Filings. Licensee has no right to, and shall not, (i) file or prosecute any patent application or seek or obtain any patent for or including any Licensed Trade Secrets or Technology; or (ii) subject to the license granted to Licensee under Section 2(a), claim any ownership or other right, title, or interest in or to, or challenge Licensor's ownership or other right, title, or interest in or to, any Licensed Trade Secrets or Technology.

(c) Enforcement. Licensee shall immediately notify Licensor in writing of any actual or suspected misappropriation or other unauthorized access, disclosure, or use of any Licensed Trade Secrets or Technology in the Territory ("**Unauthorized Use**") and shall provide Licensor with any known details of such Unauthorized Use. Licensor has the first right, in its discretion, to bring any action or proceeding with respect to such Unauthorized Use and to control its conduct (including any settlement). If Licensor does not commence an action or proceeding within One Hundred Eighty (180) days after receipt or delivery of notice hereunder concerning any Unauthorized Use, the Parties shall discuss in good faith and determine whether Licensee may bring such action or proceeding on its own. The Party not controlling any action or proceeding brought under this Section 6(c) shall provide the other Party with all cooperation and assistance that such other Party may reasonably request in connection with such action or proceeding. Any damages, profits, and other monetary awards resulting from any such action or proceeding will be applied first in satisfaction of any unreimbursed expenses and legal fees of the Party bringing such action or proceeding, with Licensor retaining the balance.

7. Compliance with Laws. Licensee shall comply with all applicable laws and regulations in the Territory in exercising its rights and performing its obligations under this Agreement. Without limiting the foregoing, Licensee shall comply with all applicable laws and regulations concerning the export or re-export of any Licensed Product or Licensed Service and any associated technical data, materials, or information, including any requirements for obtaining an export license or other governmental approval.

8. Confidentiality.

(a) Confidential Information. Each Party acknowledges that in connection with this Agreement it will receive or gain access to certain non-public, confidential, or proprietary information and materials of the other Party in oral, written, electronic, or other form or media, whether or not such information and materials are marked, designated, or otherwise identified as “confidential” (“**Confidential Information**”). Without limiting the foregoing, Licensor’s Confidential Information includes the Technology and all information and materials relating to the Licensed Trade Secrets.

(b) Exclusions. Confidential Information does not include information that: (i) was already known to the receiving Party without restriction on use or disclosure; or (ii) was or becomes generally known by the public other than by breach of this Agreement;

(c) Confidentiality Obligations; Exceptions. Each Party shall maintain the other Party’s Confidential Information in strict confidence and not disclose it to any other person or entity, except to its employees or independent contractors who have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder and are bound by written nondisclosure agreements. Notwithstanding the foregoing, each Party may disclose the other Party’s Confidential Information to the limited extent required to comply with a valid order issued by a court or governmental agency of competent jurisdiction; provided that the Party making the required disclosure shall first provide the disclosing Party with: (i) prompt written notice of such requirement so that the disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

9. Representations.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Licensor Representations. Licensor represents and warrants that: (i) Licensor owns the entire right, title, and interest in and to the Licensed Trade Secrets and Technology; (ii) Licensor has the right to grant the license and other rights hereunder; (iii) to Licensor’s knowledge, use of the Licensed Trade Secrets and Technology permitted under this Agreement does not infringe any United States patents or other intellectual property rights of any other person or entity; and, (iv) as of the Effective Date, Licensor does not own any patents or patent applications that would be infringed by use of the Licensed Trade Secrets and Technology permitted under this Agreement.

(c) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE LICENSED TRADE SECRETS AND THE TECHNOLOGY, INCLUDING AS TO THE ACCURACY, COMPLETENESS, OR USEFULNESS FOR ANY PURPOSE OF THE LICENSED TRADE SECRETS AND TECHNOLOGY. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

10. Indemnification.

(a) By Licensor. Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") resulting from any third-party claim, suit, action, or other proceeding ("**Third-Party Claim**") arising out of Licensor's breach of any representation, warranty, covenant, or obligation under this Agreement.

(b) By Licensee. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates, and each of Licensor's and its Affiliates' respective officers, directors, employees, and agents against all Losses resulting from: (i) any unauthorized use or disclosure of the Technology or Licensed Trade Secrets; or (ii) any Third-Party Claim arising out of: (i) Licensee's breach of any representation, warranty, covenant, or obligation under this Agreement; or (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by any Licensed Product or Licensed Service.

11. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITY FOR BREACH OF CONFIDENTIALITY (INCLUDING LICENSEE'S OBLIGATION TO PRESERVE THE SECRECY OF THE LICENSED TRADE SECRETS UNDER SECTION 6(a)), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination.

(a) Term. Unless earlier terminated by mutual agreement of the Parties or in accordance with Section 12(b), the term of this Agreement will commence on the Effective Date and will continue until and expire five (5) years from the Effective Date (the "**Term**").

(b) Termination.

(i) Breach. Either Party may terminate this Agreement in its entirety immediately upon notice to the other Party if such other Party materially breaches this Agreement and has not cured such breach within thirty (30) days after notice of such breach from the non-breaching Party. Notwithstanding the foregoing, this Agreement shall automatically and immediately terminate, without opportunity for cure, on Licensee's disclosure of the Technology or Licensed Trade Secrets in breach of Section 8.

(ii) Insolvency. Either Party may terminate this Agreement in its entirety immediately upon notice to the other Party if such other Party: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (d) makes or seeks to make a general assignment for the benefit of creditors; or (e) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination.

(i) Upon any expiration or termination of this Agreement:

(A) Licensee shall immediately cease exercising all rights granted under the Licensed Trade Secrets.

(B) Each Party shall promptly return to the other Party all relevant records and materials in such Party's possession or control containing Confidential Information of the other Party; provided, however, that within ten (10) days following such expiration or termination, Licensee shall, at Licensor's option, either return to Licensor or destroy all Technology in Licensee's possession, and destroy all notes, analyses, summaries, and other materials prepared by Licensee relating to the Licensed Trade Secrets, and certify in writing to Licensor the destruction of such Confidential Information and related materials.

(ii) Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of such expiration or termination.

(iii) The Parties' rights and obligations set forth in this Section 12(c), Section 8 (Confidentiality), Section 10 (Indemnification), Section 11 (Limitation of Liability), and Section 14 (Miscellaneous), Licensee's obligations under Section 6(a) (Preservation of Licensed Trade Secrets), and any right, obligation, or required performance of the Parties under this Agreement that, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, will survive any such expiration or termination.

13. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 13 is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14. Miscellaneous.

(a) Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the expense, of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party has authority to contract for or bind the other party in any manner whatsoever.

(c) No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the other Party's prior written consent.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and sent to the respective Party at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Licensor: 9676 Atterbury Ln.
Frederick, MD 21704
Email: info@pottytrainingconsultant.com
Attention: Allison Jandu

If to Licensee: [ADDRESS]
Email: [EMAIL ADDRESS]
Attention: [NAME]

Notices sent in accordance with this Section will be deemed effective: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when

received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(e) Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

(f) Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(g) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(h) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland in each case located in the County of Frederick, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(k) Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Potty Training Consultant, LLC


By _____

Name: Allison Jandu

Title: Owner and Principal


Date: _____

[LICENSEE]

 By _____

Name:

Title:

 Date: _____

SCHEDULE 1
TECHNOLOGY

1. Potty Training Consultant Manual, as amended
2. Sample Case Studies
3. Sample Questionnaires
4. Sample Training Plans