WHOLE BODY BALANCE™
HANDOUT LICENSING AGREEMENT – 29 JANUARY 2026

This License Agreement ("Agreement") is between Breathe Function Thrive PLLC (the "Company") and the individual ("You" or "Participant") and pertains to use with an Individual Patient or Client treated directly by "You" ("Individual"). This Agreement also includes the Participant Agreement included in the course, a Privacy Policy located at https://breathefunctionthrive.com/privacy/, and any other documents referred to by those Policies, and they, as a whole, govern any and all access to Whole Body Balance Handouts (the "Handouts").

1. GRANT OF LICENSE

1.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants You a non-exclusive, non-transferable, personal, non-commercial, revokable license to use, reproduce, and distribute the Handouts to Your individual patients described in Exhibit A, attached hereto and incorporated by reference, and those which may be supplied to You by the Company in the future, solely for the purpose of providing therapeutic services to Your Individual clients.

1.2 **Scope of Use.**

1.2.1. You agree to use the Handouts in connection with the treatment of Your Individual patients only applying best practices within Your professional scope of practice and all applicable licensure guidelines.

1.2.2. You agree to use the Handouts in their totality (with all included pages including the explanatory copyright pages: *How You Can Use This Handout*).

1.2.3. You shall not modify, re-create, sell, sublicense, share, teach, train, mentor, co-treat, shadow or otherwise transfer or distribute the Handouts to any third party without the prior written consent of Company.

1.2.4 Updates. The Company may update the Handouts from time to time in its sole discretion. The Company may, but is not obligated to, provide You with copies of such updates during the term of this Agreement. If updates are provided, You agree to use the most recent version of the Handouts provided and to discontinue use of previous versions.

2. TERM AND TERMINATION

2.1 Term.

The term of this Agreement shall commence on the first day of the Program and shall continue in effect indefinitely unless and until terminated in accordance with this Agreement.

2.2 Termination for Cause.

Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement, and such breach is not cured within fourteen (14) days after receipt of written notice.

2.3 Immediate Termination.

Notwithstanding the foregoing, the Company may terminate this Agreement immediately upon written notice if You distribute, sublicense, or make the Handouts publicly available without authorization.

2.4 Effect of Termination.

Upon termination of this Agreement, You shall immediately cease all use, reproduction, and distribution of the Handouts and shall return or destroy all copies of the Handouts in all forms within Your possession or control.

2.5 No Renewal Required.

This Agreement shall not require renewal and shall remain in effect unless terminated pursuant to this Section 2.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

3.1 **Ownership.** Company retains all right, title, and interest in and to the Handouts, including all copyrights and intellectual property rights including federally licensed trademarks, trademarks, and/or logos.

3.2 **No Implied Licenses.** Except as expressly stated herein, nothing in this Agreement shall be construed as granting, either expressly, by implication, estoppel, or otherwise, any license or other right to the Handouts.

4. CONFIDENTIALITY

You agree to treat the Handouts as confidential information and shall not disclose, reproduce, re-create, or use the Handouts for any purpose other than as expressly permitted under this Agreement.

5. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

5.1 **No Warranty.** The Handouts are provided "as is" without any warranty, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5.2 **Limitation of Liability.** In no event shall Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Handouts. It is Your responsibility to ensure the Handouts are only given to those who can use the tools, techniques and/or information safely with any modifications or customizations that their individual circumstances might indicate are appropriate in Your professional judgment.

6. MISCELLANEOUS

6.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law principles.

6.2 **Entire Agreement.** This Agreement and the Participant Agreement for the Whole Body Balance Program constitute the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

6.3 **Binding Effect.** The Parties agree that all obligations, duties, covenants, and restrictions set forth in this Agreement shall be binding upon and enforceable against each Party's respective agents, employees, contractors, representatives, and affiliates. Each Party shall ensure that its agents, employers, employees, contractors, representatives, and affiliates are made aware of and comply with the relevant terms of this Agreement. A breach of this Agreement by an agent, employer, employee, contractor, representative, or affiliate of a Party shall be deemed a breach by that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Whole Body Balance Handouts Licensing Agreement by accepting it online during the application process.

EXHIBIT A: Whole Body Balance Handouts included in this licensing agreement are to be delivered via electronic download or email after this Agreement has been executed.