



## Endorsed Tummy Team Trained Professionals Agreement

This Tummy Team Trained Professionals Agreement (herein referred to as "Agreement") is made effective as of \_\_\_\_\_. This Agreement is by and between The Tummy Team (herein referred to as "TTT") and \_\_\_\_\_ (here in referred to as "The Professional") of \_\_\_\_\_.

[date] [name of individual] [name of business]

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, TTT will provide The Professional the following services (collectively, the "Services"):

[date]

- Full access to all relative ("relative" as deemed necessary by TTT) Tummy Team Online Programs and use of Tummy Team Pre-class Education Videos.
- Unique promo code for clientele to receive 50% off Tummy Team online programs.
- Access to a private clinician forum to ask questions and collaborate with other specialists on case studies and further training.
- Quarterly interactive online professional training webinars with Kelly Dean, MPT, and ongoing support from TTT staff.
- Access to TTT patient education handouts and documentation forms.
- The ability to be promoted on TTT website as an endorsed Tummy Team Trained Professional including a small bio and contact information.
- The ability to purchase abdominal rehab splints wholesale.
- Discounts on new continuing education courses and materials as they are developed.

**2. PAYMENT.** The Professional agrees to pay in installment payments of \$99.00 per month. Payment shall be made to The Tummy Team and will be set up as automatic payments via debit or credit.

In addition to any other right or remedy provided by law, if the Professional fails to pay for the Services when due, TTT has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies.

**3. TERM.** This Agreement will remain in effect for a period of 12 months. If the Professional chooses not to renew this Agreement after the 12-month period, they will no longer receive access to the Services provided by TTT.

This Agreement shall remain in full force and effect until terminated by either party. The Professional has the right to terminate this Agreement at any time and for any reason, however, early termination of this Agreement may incur a possible fee as determined by TTT.

Regardless, The Professional is free to continue to use their training as they deem best for their practice.

**4. PROPRIETARY RIGHTS.** Any intellectual property including, but not limited to: logos, slogans, webpage content, content within videos, patient education and images (collectively, "IP") developed in whole or in part by TTT is protected by copyright and will be the exclusive property of TTT.

By signing this Agreement, the Professional agrees to a non-exclusive, limited-term license to use the IP of TTT. The Professional is allowed to utilize the approved IP of TTT as long as they are within the 12-month Agreement and TTT logo and/or website name remains on the image, video or other material. The Professional may not modify or amend the IP in any way without the approval of TTT. The Professional may use the IP of TTT within the scope of their practice by means of treating patients, but may not distribute in any medium the IP to other professionals.

The Professional grants TTT a non-exclusive right and license to use the Professional's logos, trademarks or other copyrighted material only for the purposes of announcing, promoting or advertising the Professional within TTT website or social media platforms.

**5. CONFIDENTIALITY.** In the event that any information is disclosed, TTT and its employees will not at any time or in any manner divulge, disclose, or use for personal use any information that is proprietary to the Professional. TTT and its employees will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

**6. DEFAULT.** TTT reserves the right to rescind or terminate this Agreement in its sole and absolute discretion for reasons including, but not limited to:

- a. The failure to make a required payment when due.
- b. Distributing the IP of TTT in an unworthy manner which can include, but is not limited to the distribution of IP outside the context of their practice, or to other professionals.

c. Representing TTT in an unworthy manner as deemed by TTT in its sole and absolute discretion. This can include but is not limited to: misrepresenting the company, its reputation, its interests, its intent or its educational material.

**7. REMEDIES ON DEFAULT.** In addition to any and all other rights available according to law, if the Professional defaults on any condition of this Agreement, TTT holds the right to terminate the Agreement by providing written notice and removing access to the Services. Depending on the reason for default, the Professional may receive a given timeline to remedy the situation. The failure to remedy the default(s) within the given time period shall result in the permanent termination of this Agreement.

**8. DISPUTE RESOLUTION.** If any dispute should arise relating to this Agreement, the parties will attempt to resolve it first through friendly negotiations. If the matter is not resolved by negotiation, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**9. AMENDMENT.** TTT reserves the right in its sole and absolute discretion to modify the terms of this Agreement so long as the amendment is made in writing and signed by both parties.

**10. MISCELLANEOUS CLAUSES.**

(I) All Endorsed Tummy Team Trained Professionals will be required to sign a Pledge which corresponds with their level of endorsement. The Pledge is a professional agreement to use the training and tools received to provide better education and clinical treatment of diastasis recti and functional core weakness in the Professional's practice and community.

(II) In the event of website performance issues, TTT will attempt to resolve the issue at hand in a timely and reasonable manner so as not to interrupt The Services of the Professional. In the event that the issue cannot be resolved in less than 24 hours, the Professional shall not hold TTT liable for possible loss of income.

(III) TTT and the Professional agree that their relationship shall be that of independent contractors and nothing in this Agreement shall be construed as making them joint ventures, partners, employees, or any other legal relationship. Neither TTT or the Professional shall have the authority to act on behalf of the other party.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable through the end of the term of this Agreement.

**12. APPLICABLE LAW.** This Agreement shall be governed by any applicable laws of the State of Washington.

**13. ENTIRE CONTRACT.** This contains the entire understanding and agreement between TTT and the Professional with respect to the Tummy Team Trained Professional Agreement.

**14. SIGNATORIES.** This Agreement, signed by both parties, is effective as of the date first above written.

THE TUMMY TEAM

\_\_\_\_\_  
[printed name]

\_\_\_\_\_  
[signature]

THE PROFESSIONAL

I understand the clauses of this Agreement and agree to the above terms.