



Tummy Team Birth Professional Apprenticeship Agreement

This Tummy Team Trained Apprenticeship Agreement (herein referred to as "Agreement") is by and between The Tummy Team (herein referred to as "TTT") and the Apprentice.

1. AGREEMENT OF REQUIREMENTS. TTT has determined the Apprentice requires the following items (collectively, "Components") for professional training and/or to become an endorsed Tummy Team Trained Professional™

- Prenatal Core Training CEU Core Prep-Cesarean CEU
- Comprehensive Prenatal Course
- Two 1-Hour eSessions for Clinical Coaching
- Participation in Professional and Client Online Forums
- Engagement in quarterly Tummy Team Trained Practitioner™ training webinars

2. AGREEMENT OF SERVICES. TTT will provide the Apprentice the following Services to complete their apprenticeship:

- Access to required Components within the term of this Agreement (*section four*)

3. PAYMENT. The Apprentice agrees to pay for their training through monthly payments, or by paying in full at time of checkout.

In addition to any other right or remedy provided by law, if the Apprentice 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 terminate this Agreement and/or seek legal remedies.

4. TERM. This Agreement will remain in effect beginning on date of purchase until completion of payment plan.

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

Though the Tummy Team Trained Apprenticeship Program is designed to propel the Apprentice to an endorsed Tummy Team Trained Professional™ by Agreement end, the Apprentice reserves

the right not to. In this case, the Apprentice is free to use their training as they deem best for their practice, so long as it does not infringe on proprietary rights (*see section five*).

5. PROPRIETARY RIGHTS. Any intellectual property including, but not limited to: logos, slogans, webpage content, content within programs, 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 Apprentice agrees to a non-exclusive, limited-term license to use the IP of TTT. The Apprentice is allowed to utilize approved IP of TTT as long as they are within the Term of the Agreement (*see section four*), and TTT logo and/or website name is on the image, video or other material. The Apprentice may not modify or amend the IP in any way without the approval of TTT. The Apprentice may use the IP of TTT within the scope of their practice by means of treating clients but may not distribute in any medium the IP to other professionals.

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

6. CONFIDENTIALITY. Should any personal information be 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 Apprentice. 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.

7. 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 for Services 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.

8. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if the Apprentice 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 Apprentice may receive a written 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.

9. 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.

10. AMENDMENT. TTT reserves the right in its sole and absolute discretion to modify the REQUIREMENTS or TERM (*see sections one and four*) of this Agreement if the Apprentice has not satisfactorily completed the Components, so long as the amendment is made in writing and signed by both parties. If the Apprentice denies such amendments, they reserve the right to terminate this Agreement but may incur a fee (*see section four*).

11. MISCELLANEOUS CLAUSES.

(I) 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 provided to the Apprentice.

(II) TTT and the Apprentice 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 nor the Apprentice shall have the authority to act on behalf of the other party.

12. 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.

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

14. ENTIRE CONTRACT. This contains the entire understanding and agreement between TTT and the Apprentice with respect to the Tummy Team Trained Apprenticeship Agreement.