



SPINNING BABIES® AWARE PRACTITIONER AGREEMENT

THIS AGREEMENT ("Agreement") is made as of June, 26, 2018 by and between Maternity House Publishing, Inc. ("Maternity House"), dba Spinning Babies, a Minnesota Corporation with offices at 10545 Humboldt Ave S., Bloomington, MN 55431 and Danica L Todd, an individual with an address at 236 Jasmine Drive, Summerville SC 29483, ("Aware Practitioner", "You" or "Your").

Maternity House has developed a unique approach to childbirth preparation and labor support known as "Spinning Babies®" and has created a Spinning Babies® Aware Practitioner educational program, designation and membership used by Spinning Babies under the terms of this Agreement.

1. **Educational Requirements.** To become a Spinning Babies® Aware Practitioner You must successfully complete a Spinning Babies® Aware Practitioner Approved Workshop, or otherwise prove that You meet the 10 criteria set by Maternity House, with all prerequisite Spinning Babies® Workshops and course requirements. This program is designed for bodywork in pregnancy and during childbirth, and participants are not authorized to teach Spinning Babies® Aware Practitioner content, the Spinning Babies® Workshop curriculum, Spinning Babies® Parent Educator or any other childbirth class with Spinning Babies name or curriculum, or any other Spinning Babies® curriculum to parents, healthcare professionals or other parties.
2. **Maternity House Obligations.** Upon acceptance as a SpBAP, Maternity House will:
 - a. List You as a SpBAP on the Spinning Babies membership site
 - b. Provide You with a special SpBAP logo for promotional use
 - c. Offer online communication
 - d. Offer affiliate commissions
 - e. Provide Spinning Babies® Aware Practitioner handouts
3. **Aware Practitioner Obligations.** As a Spinning Babies® Aware Practitioner, You will:
 - a. Set all Your own client sessions, client fees, and obligations therein;
 - b. Provide up-to-date contact information for the listing, including the email address for social media, client contact and contact with Spinning Babies;
 - c. Understand, sign and follow the Spinning Babies® Aware Practitioner Core Principles, Code of Ethics, Standards of Practice and Spinning Babies® Aware Practitioner Agreement;

- d. Not practice external cephalic version unless the procedure is within Your scope of practice and trained to do so and monitors fetal wellbeing throughout the procedure;
 - e. Not represent or conduct workshops under Spinning Babies such as, Spinning Babies® Workshop, Spinning Babies® Parent Class, Daily Essentials, Resolving Shoulder Dystocia, Breech Basics, or other class topics or titles conducted by Gail Tully without Maternity House's prior written approval, for instance, as shown through a signed contract. You may not call Your client or professional education a "Spinning Babies® Workshop" or "Spinning Babies® Aware Practitioner Workshop". You may not teach parent classes or seminars with Spinning Babies® Parent Class or pregnancy preparation with Aware Practitioner content. You may not teach any Spinning Babies curriculum without the additional training, certification and permission of Maternity House;
 - f. You agree not use terms confusingly similar to "Spinning Babies" (e.g. "Turning Babies," "Baby Spinning," "Spin Your Baby", "Spin That Baby", Spinning Babies Lady) for Your classes, services or descriptions nor include the Maternity House trademarks and service marks as part of Your domain names or social media names. Avoid using Spinning Babies taglines *Physiology Before Force™* and *Easier Birth with Fetal Positioning™* except in descriptions of Spinning Babies approach;
 - g. Not use Spinning Babies name in any description of Yourself as a practitioner, instructor, trainer, or educator, in Your email, social media page title or other privately owned or operated business or personal email addresses, urls, or business name other than the title of Your session or describing the portion of Your services with hands-on care for pregnant and birthing parents and Your title as a Spinning Babies® Aware Practitioner; and to be sure You know and follow,
 - h. "Spinning Babies" and "Belly Mapping" are registered trademarks of Maternity House. All rights, titles and interests in and to Maternity House's trademarks, copyrights and other intellectual property rights, are in and will remain in Maternity House. You understand that You may not represent or imply that You are the developer or creator of Spinning Babies, Spinning Babies' classes, Belly Mapping, or other Maternity House curriculum or intellectual property.
4. **Ownership and License Grants.** As a Spinning Babies® Aware Practitioner, During the term of this Agreement, Spinning Babies grants You non-exclusive, limited right to:
- a. Use the Spinning Babies® Aware Practitioner title to refer to Yourself and Your services which You agree to offer within the scope of practice of Your birth and/or bodywork certification(s);
 - b. Use the Spinning Babies® Aware Practitioner logo and name in promotional materials and description of services, on Your website, class descriptions and brochures;
 - c. To use the Spinning Babies Aware Practitioner logo, service marks and trademarks in connection with holding Yourself out as a Aware Practitioner; and
 - d. To use the initials "SpBAP" after Your name; and
 - e. Be listed on the Spinning Babies Website as an Aware Practitioner;

5. **Fees, Term and Termination.**

- a. The membership, listing and designation as a SpBAP granted by Maternity House is good for one year from the date You receive submit Your application.
- b. SpBAP membership will be automatically renewed annually by paying the then current renewal fee and taking any completing any additional requirements that Maternity House determines is necessary for renewal.
- c. Maternity House may terminate Your status as an Aware Practitioner, upon written notice and at any time, if it determines that You are in breach of this agreement, or that the bodywork or client interactions do not meet the standards of Maternity House. Upon termination all rights to use the Spinning Babies' logo, Spinning Babies Aware Practitioner logo, and other service marks and trademarks of Maternity House will cease.
- d. Upon termination all right to reproduce and distribute any copyrighted materials allowed to reproduce and distribute of Maternity House will cease, unless such material has permission to reproduce and distribute specifically printed on the handout or other material. Upon termination You will cease using the Confidential Information and will upon request, return the Confidential Information to Maternity House or destroy all Confidential Information and any copies thereof; and certify the destruction in writing.

6. **Confidentiality.** You agree to hold in confidence, and not to use, except for the benefit of Maternity House Publishing, Inc., the Confidential Information of Maternity House. "Confidential Information" means information provided to You by Maternity House which information is not generally known. "Confidential Information" includes, but is not limited to, technical data, know-how, business plans, research, marketing plans, product or service development plans, customer or provider lists, finances, and other business information. "Confidential Information" does not include information that:

- a. As or becomes rightfully known or available to the public;
- b. Was known to Educator without confidentiality obligations prior to receipt from Maternity House;
- c. Is disclosed or used, as applicable, with the prior written consent of Maternity House;
- d. Is independently developed without any use of or reference to the Confidential Information. The confidentiality obligations under this Agreement shall not apply to Confidential Information to the extent that such Confidential Information is required to be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.
- e. You will, to the extent permitted by law, give Maternity House written notice of any request for Confidential Information as soon as practicable prior to disclosure of such Confidential Information and shall provide such reasonable assistance as Maternity House may request, at Maternity House's expense, in seeking a protective order or other relief to protect the Confidential Information.

7. **Warranty.** You hereby represent and warrant that:

- a. Your services will be performed competently, in accordance with applicable professional standards, and in accordance with all applicable requirements of this Agreement;

- b. You will accurately and professionally represent the objectives, content, and approaches of Maternity House;
 - c. You will not give medical advice beyond the scope authorized by any license, certification, or degree held by You;
 - d. You will advise individuals, including clients, to follow the advice and recommendations of their doctors and licensed medical professionals at all times;
 - e. You will not make guarantees, promises, or commitments to individuals, including clients or patients, regarding any method, technique, or Spinning Babies approach;
 - f. You will accurately disclose Your education, experience, skills, and knowledge to individuals and entities, including clients and patients;
 - g. You will comply with and follow all state, federal, and local laws, regulations, and ordinances; and
 - h. You will not act, fail to act, or speak in a manner that would tend to hurt, injure, or negatively impact Maternity House.
8. **Insurance.** Maternity House recommends that You maintain adequate insurance to cover the services offered by You and any individual or entity associated with You. Upon request You will provide evidence of such coverage (if any) to Maternity House.
9. **Indemnification.** You agree to indemnify and hold harmless Maternity House and its agents, employees, officers, and directors, from any and all loss, liability, cost, and expense, including but not limited to attorneys' fees, arising from any claim based upon:
- a. A breach by You of Your warranties and obligations under this Agreement;
 - b. Your negligent acts or willful misconduct;
 - c. Any issues, claims, charges, or complaints in connection with the services or classes provided by You;
 - d. Any determination by any applicable authority that You are an employee of Maternity House; or
 - e. Any tax liability arising from services provided by You.
10. **Limitation of Liability.** You are solely responsible for the safety of Your clients. Maternity House is not liable for any adverse result or reaction of Your services. Maternity House does not guarantee or promise the success of any service, method, technique, or Spinning Babies approach. Maternity House's liability for any damages is limited to the amount of fees Maternity House received from You under this Agreement.
11. **Non-Compete.** From the date Your relationship as an Aware Practitioner terminates, You agree that You will not, directly or indirectly, offer or provide services with names similar to "Aware Practitioner" "Aware" or Spinning Babies.
12. **Miscellaneous.**
- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation or agreements, either oral or written, related to the subject matter of this Agreement. This Agreement may not be modified or amended except by a written document executed by authorized representatives of the parties.

- b. No Partnership. The parties are independent contractors. Nothing contained in this Agreement shall be construed to place the parties in the relationship of agency, partners or joint venturers. Neither party shall have any right or power to obligate, bind, or commit the other to any expense or liability.
- c. Assignability and Third-Party Beneficiaries. This Agreement may not be assigned or otherwise transferred by You without the prior written consent of Maternity House and any attempt to do so will be null and void. There are no third-party beneficiaries to this Agreement.
- d. Force Majeure. Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage to the extent that such nonperformance, delay, loss or damage results from Acts of God, war, acts of terrorism, hostilities, blockades, public disorders, quarantines, embargoes, strikes or other labor disturbances, or any other event affecting the performance of either party that is not reasonably within the control of such party.
- e. Continuing Obligations. Whether specifically identified or not, the obligations of the parties under this Agreement which by their nature or content would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement. See *Term 5, Fees, Terms and Termination* as reference for *continuing obligations*.
- f. Non-Disparagement. Neither party will make any statement or communication which that reflects negatively on the other or their employees or agents.
- g. Severability. If any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from the balance of this Agreement and the balance of this Agreement shall remain in force between the Parties.
- h. Governing Law, Venue and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving any effect to any choice or conflict of law provision. The venue of any dispute arising out of this Agreement shall be a state or federal court in Minnesota. If Maternity House is the prevailing party, Maternity House shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.
- i. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by trackable mail, or email, to the email of the persons or addresses set forth in the opening paragraph of this Agreement.

The Parties have entered into this Agreement on the Effective Date above written.

MATERNITY HOUSE PUBLISHING, INC.

Signature of Spinning Babies Representative:

 Name: _Gail Tully_____
 Title: Owner, Maternity House Publishing, Inc.
 dba, Spinning Babies
 Date: _____

Signature of Aware Practitioner:

Danica L Todd

 Name: Danica L Todd
 Title: LMT, CBD

 Date: 6/26/18
