



NBDA CERTIFIED INSTRUCTOR AGREEMENT

This NBDA Certified Instructor Agreement (this “Agreement”) is made and entered into as of the last date signed below (the “Effective Date”) by and between Tracie Collins, LLC, DBA National Black Doulas Association a Georgia limited liability company (the “Company” or “NBDA”) and _____ [NAME] (the “Certified Instructor”).

WHEREAS, the Company serves the worldwide community by educating, empowering, and informing birthing persons and birthing professionals;

WHEREAS, the Company owns the following mark (the “Licensed Mark”);



WHEREAS, the Company has the power and authority to grant to Certified Instructor the right, privilege, and license to use the Licensed Mark and to use the marketing materials, documents, handouts, and other information which incorporate the Licensed Mark, all of which may be provided by the Company (the “Licensed Material”), solely for the services and purposes specifically defined below and referred to as “Licensed Services”;

WHEREAS, Certified Instructor desires to obtain from the Company a personal license to use the Licensed Mark and Licensed Material in association with the Licensed Services; and

WHEREAS, both the Company and Certified Instructor are in agreement with respect to the terms and conditions upon which Certified Instructor shall use the Licensed Mark and Licensed Material for the Licensed Services.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and other good and valuable consideration, the parties, each intending to be legally bound hereby, do promise and agree as follows.

AGREEMENT

1. LICENSE GRANT

A. Scope of Grant

(i) Subject to the terms and conditions of this Agreement, during the Term, the Company grants to Certified Instructor and Certified Instructor accepts a limited, revocable, non-exclusive, nontransferable, non-assignable, non-delegable, and non-sublicenseable license to use the Licensed Mark and Licensed Materials solely for the Licensed Services as defined below:

- (a) In connection with teaching and coaching others the doula training and curriculum provided by the Company or as outlined in the Licensed Materials (collectively, the “Licensed Services”). In this regard, the Certified Instructor shall not market or offer any Licensed Services unless and until the Certified Instructor has completed and successfully passed the Company’s NBDA Certified Instructor program (the “Program”), has been in the birthing field for no less than five (5) years, has been a NBDA doula for no less than one (1) year, is current on all dues owed and payable to the Company, is current on all required continuing education credits, and is otherwise in good standing with the Company;
- (b) In connection with the advertising, marketing, sale, and rendering of Licensed Services as a NBDA Certified Instructor (collectively, “Promotional Materials”). Permitted use of the National Black Doulas Association® name or Licensed Mark and Licensed Materials in Promotional Materials is limited to materials that incorporate the name of the Certified Instructor, such as on business cards, or any multimedia educational materials provided by the Company;
- (c) Certified Instructor shall not use the Licensed Mark as an element of a marketing or “doing business as” name and shall not use the Licensed Mark in whole or as part of the formal or registered name for a partnership, corporation, limited liability company, sole proprietorship, or other legal entity or as a subset of an existing business name; and
- (d) Certified Instructor shall not use the Licensed Mark as an element in any Internet domain name, social media handle, or any other internet platform (i.e., Kajabi, Teachable, etc.), without prior written approval from the Company.

(ii) In order to use the Licensed Mark and Licensed Materials, Certified Instructor must complete and pass the Program, must meet any applicable continuing education requirements, and must be in good standing with the Company, such status to be determined in the Company’s sole discretion. The Company’s requirements for becoming certified as, and maintaining certification as, a NBDA Certified Instructor are outlined in further detail in Schedule A attached hereto. Unless otherwise specified in this Agreement, Certified Instructor shall not display, exhibit, distribute, or otherwise use the Licensed Mark and Licensed Materials to promote, advertise, market, support, or exploit any ancillary or other business(es) based on the Licensed Services without the prior,

express written permission of the Company in each instance, which permission may be granted or withheld in the Company's sole and absolute discretion.

(iii) Upon certification, Certified Instructor shall make use of the Licensed Mark within ninety (90) days of licensure. Failure to do so shall result in immediate termination of this Agreement. Certified Instructor shall affix the Licensed Mark on all Promotional Materials, websites, or business materials in a conspicuous manner.

(iv) Whenever using the Licensed Mark on a website or any other location where linking is possible, Certified Instructor shall be required to link back to the Company's website at blackdouglas.org. In no circumstances shall Certified Instructor make any NBDA instructor curriculum available online without the prior written approval of NBDA.

(v) Certified Instructor shall not use the Licensed Mark, Licensed Materials, or NBDA name and/or any of the Company's trademarks, trade names, service marks, or logos owned, controlled or licensed by the Company in any manner other than as expressly provided for in this Agreement and without the Company's prior written approval in each instance. The Company may add, remove, modify, suspend, substitute, or replace any Licensed Mark and Licensed Materials, in whole or in part, or any element or feature of the Licensed Services, in its sole and absolute discretion. All rights not specifically granted herein by the Company are expressly reserved.

B. Form of Use

(i) Certified Instructor shall use the Licensed Mark and Licensed Materials only in forms approved by the Company, and shall comply with the Company's branding and/or instructor guidelines as provided or made available to Certified Instructor. If any use is outside the scope of the foregoing, any other proposed use shall be submitted to the Company for written approval prior to any use by Certified Instructor. The Certified Instructor shall not create, display, promote, advertise, distribute, or use, directly or indirectly, any derivative, modification, or confusingly similar version of any Licensed Mark and Licensed Materials or any other NBDA name, logo, trademark, trade name, or service mark, in whole or in part, unless otherwise specifically permitted by this Agreement. The Certified Instructor shall include where appropriate the registered trademark designation ® and a statement that the Licensed Mark is used under license from NBDA, and other proprietary notices as reasonably required by the Company or by law, or the proper copyright designation © and a statement that the Licensed Materials are under license from NBDA. Certified Instructor shall embed the approved Licensed Mark on their website with a link back to the NBDA website. The Certified Instructor shall comply with all applicable laws, rules, and regulations pertaining to the proper use and designation of trademarks and copyrights in each country or territory in which Certified Instructor uses the Licensed Mark and Licensed Materials.

(ii) The Company shall have the right to prohibit any use by the Certified Instructor of the Licensed Mark and Licensed Materials in connection with Licensed Services or on Promotional Materials if the Company believes the use of such materials by Certified Instructor will be damaging to or dilutive of the value of the Licensed Mark or Licensed Materials. Certified Instructor will immediately discontinue any use of the Licensed Mark and Licensed Materials at the Company's request.

(iii) The Certified Instructor shall comply with all applicable laws, rules, and regulations (including, without limitation, truth in advertising) and obtain all appropriate government approvals necessary for its use of the Licensed Mark and Licensed Materials and in connection with its sale, provision, support, marketing, promotion, training, distribution, and advertising of Licensed Services in connection with the Licensed Mark and Licensed Materials.

(iv) The Certified Instructor shall not use the Licensed Mark and/or Licensed Materials in connection with any activity that is illegal or that defames, denigrates, ridicules, or disparages the Company, its founders, employees, agents, sponsors, licensors, licensees or other individual, entity or organization, or each of their products or services, or that otherwise damages the reputation for quality inherent in the Licensed Mark and Licensed Materials.

(v) The Certified Instructor agrees to permit NBDA or its representative to inspect the facilities, courses, outlets, forums, websites, marketing materials (including, but not necessarily limited to, resources, handouts provided to clients, PR materials, or anything relating to the Certified Instructor's activities as a Certified Instructor), or otherwise where the Licensed Services are being conducted and/or offered in order to ensure compliance with this Agreement. The Company may make such inspection at least annually, at the time of proposed renewal of Certified Instructor's certification. If the Company becomes aware, through an inspection or otherwise, that Certified Instructor is using the Licensed Mark or Licensed Materials on a website or otherwise in a manner inconsistent with this Agreement (the "Inconsistent Use"), the Company will advise Certified Instructor of such Inconsistent Use and provide Certified Instructor 48 hours to remove the Inconsistent Use. Should Certified Instructor fail to remove the Inconsistent Use within this period, the Company may take any and all measures outlined in this Agreement, including termination of Certified Instructor's certification.

(vi) Certified Instructor shall not manufacture or sell clothing, food, or any other products using the Licensed Mark and Licensed Materials without first obtaining express written permission from the Company.

(vii) Certified Instructor shall not change the text of the Licensed Mark nor overlay the Licensed Mark on any graphics. However, Certified Instructor may change the color of the Licensed Mark to one solid color. Certified Instructor may not rebrand or sell any Licensed Materials. Certified Instructor may not share, publish, or distribute any of the Licensed Materials except as specifically provided for in this Agreement.

C. Ownership of Marks and Copyrights

(i) Certified Instructor acknowledges that it has no interest in the Licensed Mark and Licensed Materials other than the license granted under this Agreement and that the Company shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Mark and Licensed Materials and all modifications, updates, improvements, derivative works, and enhancements related thereto, whether made by Certified Instructor and whether during or after the Term. Certified Instructor hereby irrevocably assigns, transfers, releases, and conveys to the Company, from the moment of its creation, all right, title, and interest in and to any modification,

enhancement, update, improvement, or derivative work related to or based on the Licensed Mark and Licensed Materials and all intellectual property rights embodied in or pertaining to any of the foregoing. Certified Instructor agrees that Certified Instructor's use of the Licensed Mark and Licensed Materials and any goodwill in the Licensed Mark and Licensed Materials resulting from Certified Instructor's use will inure solely to the benefit of NBDA and will not create any right, title, or interest for Certified Instructor in the Licensed Mark and Licensed Materials.

(ii) Certified Instructor shall not do or cause to be done any act or thing contesting, opposing, or challenging or in any way impairing or tending to impair any of NBDA's right, title, and/or interest in or to the Licensed Mark and Licensed Materials (or any portion thereof) and/or any other NBDA marks, products, goods, or services. In particular, Certified Instructor shall not register or attempt to register the Licensed Mark and Licensed Materials or any NBDA trademark, trade name, service mark, logo, or any colorable imitation thereof in any jurisdiction and will not oppose the Company's registration or use of the Licensed Mark, alone or with other words or designs, in any jurisdiction. Certified Instructor agrees that during and upon the termination of this Agreement, Certified Instructor shall and hereby does assign, transfer, and convey to the Company any trade rights, equities, good will, titles, or other rights, title, or interest in and to the Name that may have inured to or been obtained by Certified Instructor.

(iii) Certified Instructor shall promptly notify the Company if Certified Instructor learns of unauthorized use by a third party of any marks and/or materials that are identical, derivative of, or confusingly similar to the Licensed Mark or Licensed Materials, or any of them. Certified Instructor shall take no action with respect thereto except with the prior written authorization of the Company. The Company may take such action as it in its sole and absolute discretion deems advisable for the protection of its rights in the Licensed Mark and Licensed Materials. Certified Instructor shall cooperate fully to assist the Company with any legal or equitable action taken by the Company to protect the Company's rights in the Licensed Mark and Licensed Materials. Certified Instructor shall cooperate with the Company in the procurement and maintenance of the Company's rights in the Licensed Mark and Licensed Materials or intellectual property rights related to the Licensed Mark and Licensed Materials and Promotional Materials, and shall sign all papers that the Company may deem necessary or desirable for vesting the Company with all rights granted hereunder to the Company throughout the world. In the event that Certified Instructor is unable or unwilling to provide such a signature, Certified Instructor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Certified Instructor's agents and attorneys-in-fact to execute and file any application and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks or other intellectual property rights with the same legal force and effect as if executed by Certified Instructor or any of its employees. Certified Instructor also waives and agrees never to assert any moral rights or artist's rights against the Company with respect to any of the intellectual property rights described above. For the purposes of this Agreement, "moral rights" or "artist's rights" means any right to (a) divulge the Licensed Mark and Licensed Materials to the public; (b) retract the Licensed Mark and Licensed Materials from the public; (c) claim authorship of the Licensed Mark and Licensed Materials; (d) object to any distortion, mutilation, or other modification of the Licensed Mark and Licensed Materials; or (e) any and all similar rights that affect ownership, control, or modification of the Licensed Mark and Licensed Materials, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral or artist's right.

(iv) CERTIFIED INSTRUCTOR ACKNOWLEDGES AND AGREES THAT IT IS ONLY ENTITLED TO USE THE LICENSED MARK AND LICENSED MATERIALS WHILE IT IS A CERTIFIED INSTRUCTOR OF NBDA IN GOOD STANDING.

(v) Nothing herein in any way shall give Certified Instructor any right, title, or interest in or to the Licensed Mark and Licensed Materials (or any portion thereof) and/or any other NBDA name, trademarks, trade names, service marks, logos, products, goods, services, materials, or any right to develop, license, sublicense, publish, perform, use, modify, create derivative works of, reproduce, distribute, or exploit any of the foregoing. The Company's provision of any materials or equipment to Certified Instructor to use in connection with the Licensed Mark, Licensed Materials, or Promotional Materials shall not imply a change of ownership therein, and all such materials and equipment shall remain the property of the Company.

D. Disclaimer and Licensing Authority

(i) It is the goal of NBDA to provide its NBDA Certified Instructors with the tools and information to help competently and efficiently train individuals looking to become doulas. It is Certified Instructor's responsibility to ensure that any of their clients or students have consulted their individual primary care physician prior to participating in Certified Instructor's course. A NBDA Certified Instructor is not licensed or trained to provide medical diagnoses, and no communication or guidance should be construed as medical opinion or recommendation. Certified Instructor is advised to specifically warn individuals to seek professional medical advice at the time they are hired as a doula. Certified Instructor hereby agrees to provide any and all required disclaimers to their clients relating to their participation in any NBDA Certified Instructor educational curriculum. The Company assumes no responsibility for Certified Instructor's provision of any services, and Certified Instructor agrees to assume all liability for information and coaching provided to clients on behalf of Certified Instructor. (ii) Completion of the Program and entering into this Agreement does not convey upon Certified Instructor any national, state, or local licensure. Certified Instructors are not necessarily licensed or certified by any state, board, or other such professional licensing authority to provide medical, health coaching, or nutritional advice and/or consultation, and the NBDA instructor curriculum does not confer any state, municipal, or statutory licensing authority to Certified Instructor. Rather, Certified Instructor has demonstrated an understanding of the NBDA curriculum and guidelines, and has received a certificate of completion as a result of their successfully passing the final written exam for the Program.

(iii) Certified Instructor acknowledges and agrees that it is their responsibility to determine if the services they intend to offer require additional state/federal licensure. Company makes no assurances that Certified Instructor is in compliance with their particular state's laws. It is up to each individual Certified Instructor to determine whether additional licensure may be required for the intended services Certified Instructor will provide.

(iv) Certified Instructor hereby agrees not to provide specific medical diagnoses or treatment recommendations regardless of licensing status in his/her capacity as a Certified Instructor. Nothing herein shall prevent Certified Instructor from operating within any additional professional

licensing guidelines, so long as Certified Instructor is in good standing with any such professional licensing bodies, and Certified Instructor does nothing to materially misrepresent any authority granted under this Agreement to render services as a Certified Instructor. Certified Instructor agrees to furnish proof of any such additional licensure upon request by the Company.

E. Goodwill and Covenants

Certified Instructor acknowledges that there is great value and goodwill associated with the National Black Doulas Association name (the “Name”), Licensed Mark, and Licensed Materials, and that the Name and Licensed Mark and Licensed Materials have a both intrinsic distinctiveness as well as secondary meaning in the mind of the public. Certified Instructor shall use its best efforts to preserve, protect, and enhance the goodwill and value in the Name and Licensed Mark and Licensed Materials.

2. CERTIFICATION FEES AND REQUIREMENTS

(i) **Program Fees.** Certified Instructor shall pay the Company the amount of seven hundred and seventy-seven dollars (USD \$777) to participate in the Program (the “Program Fee”). In consideration for the use of the Licensed Mark and Licensed Materials, during the initial term of one year from the effective date of this Agreement, and for each renewal term, such renewals to continue in one-year increments if approved by the Company, and upon completion of any required continuing education credits, where applicable.

(ii) **Renewal Fees.** Certified Instructor shall pay the Company subsequent renewal term fees, which shall be one thousand two hundred and ninety nine dollars (USD \$1,299), and which are subject to change at the sole and exclusive discretion of the Company (“Renewal Fee”). Fees may be paid in one payment or in monthly payments, so long as all fees are paid prior to the expiration of the Agreement then in effect. If Certified Instructor fails to pay the fees due by the expiration of the current Agreement, then Certified Instructor will not be allowed to renew until payment is received in full.

(iii) **Affiliate Fees.** In addition to the Program Fees and Renewal Fees, Certified Instructor shall pay NBDA fifty dollars (USD \$50) per individual that signs up for the Certified Instructor’s administration of the NBDA birth worker training (“Affiliate Fees”). Registration shall occur through the Coaches Briefcase (as defined below), and all Affiliate Fees shall be tracked and recoded through the Coaches Briefcase. Certified Instructor shall have access to view all Affiliate Fees through his/her/their Coaches Briefcase. Any disputes as to Affiliate Fees shall be brought to NBDA’s attention within ten (10) days of incurring the contested Affiliate Fee. Failure to dispute any Affiliate Fee within the ten (10) day period shall serve as a waiver of any disputes.

(iv) **Continuing Education Requirements.** To maintain and/or renew NBDA Certified Instructor status, Certified Instructors shall be required to complete Continuing Education Units (“CEUs”) on an annual basis, administered and offered by NBDA. The number of CEUs required each year will be provided by NBDA in advance of the applicable year. All CEUs must be completed in the applicable year prior to the expiration of the current applicable Term.

(v) **Additional Requirements.** In addition to the fees and CEUs set forth above, Certified Instructor must comply with all other requirements as set forth in Schedule A attached hereto and successfully pass the Company's inspection of Certified Instructor's website and marketing materials to ensure compliance with the terms of this Agreement. Should Certified Instructor fail to meet any renewal requirements, the Company shall terminate Certified Instructor's certification.

No less than thirty (30) days prior to expiration of the initial term, Certified Instructor will provide written notice to the Company of Certified Instructor's intent to renew certification, and the Company shall provide Certified Instructor confirmation of Certified Instructor's intent to remain certified and the Renewal Fee required.

3. TERM

(i) The term of this Agreement will begin on the Effective Date and continue for a period of twelve (12) months ("Initial Term") unless terminated in accordance with the provisions of this Agreement. Subject to approval by the Company (which may be granted or withheld in the Company's sole and absolute discretion), this Agreement may be renewed for one or more additional twelve-month periods (each an "Extended Term" and collectively the "Extended Terms") upon timely payment of the Renewal Fee and successful completion of the renewal requirements as set forth in this Agreement and Schedule A hereto. Certified Instructor may not modify, change, or extend the Initial Term or any Extended Term(s) by "pre-payment" of the Fee or payment of additional renewal fees. The Initial Term and the Extended Term(s) (if any) may collectively be referred to as the "Term."

(ii) This Agreement is terminable at will by either party. Either party may terminate this Agreement without cause, for any reason or no reason, and without intervention of the courts upon thirty (30) days' written notice to the other party. Regardless of either party's cancellation of this Agreement, any Fee or Renewal Fee already paid will be nonrefundable.

(iii) The Agreement may also be terminated by the Company immediately upon written notice to Certified Instructor, without recourse or an opportunity to cure, if Certified Instructor:

- (a) Refuses or fails to perform any of its obligations or covenants under this Agreement or breaches its obligations to either NBDA or another Certified Instructor or NBDA licensee;
- (b) Publicly denounces, slanders, defames, or denigrates the Company, its officers, principals, or agents either orally, visually, or in writing (including through digital or electronic means or methods);
- (c) Makes or has previously made any material misrepresentations or omission relating to this Agreement, the license granted herein, the Licensed Services, or in connection with the Program or the Program's application process;
- (d) Engages in or persists in conduct that would reflect unfavorably upon the Company, the Licensed Mark, the Licensed Services, or upon the operation and reputation of the Company's business, including, without limitation, a felony or any other criminal act, conduct or misconduct that would raise a substantial question about the Certified Instructor's fitness or ability to train others or be a representative of the Company; or

- (e) Fails to comply with any applicable law, rule, or regulation.
- (iv) Should the Company become aware that Certified Instructor is not complying with the Company's instructor guidelines in any way, the Company may, but is not obligated to, request a telephonic meeting with Certified Instructor to discuss such failure to comply. The Company also may, but is not obligated to, conduct a review of Certified Instructor's failure to comply over a thirty-day (30-day) period. Should the Company determine, in its sole and absolute discretion, that Certified Instructor is in violation of the terms of this Agreement, the Company may terminate this Agreement and require Certified Instructor to immediately discontinue all use of the Licensed Mark and Licensed Materials.
- (v) The Company may terminate this Agreement or refuse to renew the Agreement upon its expiration if the Agreement or relationship between Certified Instructor and the Company is no longer mutually beneficial as determined by the Company in its sole and absolute discretion.
- (vi) In the event of any termination or expiration of this Agreement, Certified Instructor shall immediately discontinue all use of the Licensed Mark and Licensed Materials. Within thirty (30) days of termination, Certified Instructor shall provide written confirmation to the Company of its compliance with the terms of this provision.
- (vii) The right of either party to terminate this Agreement shall not be affected in any way by the Company's waiver of or failure to take action with respect to any previous default. No termination by the Company of its duties and obligations under this Agreement in accordance with this Agreement shall confer on Certified Instructor any right to damages or any other rights or remedies nor shall it vest in Certified Instructor any rights, title, or interests in and to any of the Company's property, the Licensed Mark, Licensed Materials, or otherwise. The rights and remedies provided to the Company under this Agreement will not be exclusive and will be in addition to all other rights and remedies available at law or in equity.

4. SERVICES AND SUPPORT OFFERED BY THE COMPANY

- (i) During the Term, the Company will make available to Certified Instructor reasonable access to the most current and updated information to the goods and services associated with the Licensed Mark and Licensed Materials. The Company in its exclusive discretion may provide additional resources to Certified Instructor as they are developed. Any updates to the Licensed Mark and Licensed Materials should be implemented by Certified Instructor upon receipt by NBDA, or as soon as practicable thereafter.
- (ii) Upon completion of the Program and execution of this Agreement, Certified Instructor shall be given access to an online platform that provides an individual website for every Certified Instructor called the "Coaches Briefcase." Certified Instructors will use the Coaches Briefcase to register clients and NBDA will use the Coaches Briefcase to track the number of participants each Certified Instructor has registered for the purpose of calculating the licensing fees set forth in Section 2.
- (ii) The Company may (but is not obligated to), and Certified Instructor hereby grants the Company permission to, include information about Certified Instructor, Certified Instructor's

contact information, and a link to Certified Instructor's website, if any, on the practitioner directory available on the Company's primary website, and any future, separate website the Company may develop for the listing of Certified Instructors. The time, manner, style, placement, size, duration, and messaging of such information concerning Certified Instructor is to be determined by the Company in its sole and absolute discretion.

(iii) The Company will offer training, access to materials, promotional materials, and/or other items to support Certified Instructor's obligations and responsibilities granted and authorized by the Company.

5. CERTIFIED INSTRUCTOR'S OBLIGATIONS

A. Costs and Liabilities

Certified Instructor is solely responsible for and shall bear all costs and liabilities associated with carrying out its own business, services, and/or conduct associated with the Licensed Services including, but not limited to, any facility, programming, membership fees or dues, operation, publicity, marketing, promotion, advertising, equipping, supply, fundraising, funding, incorporation, legal affairs and all other aspects of its business, including selection, compensation, monitoring and supervision of employees, contractors, staff members and instructors, supervision and monitoring of participants, clients, visitors and patrons, and carrying out the activities of its business in a proper, safe, professional, and legal manner.

Certified Instructor shall, at all times, use the NBDA Coaches Briefcase to enroll any students in any NBDA birthing programs administered by Certified Instructor. Prices for enrollees are to be established and set by NBDA in connection with teaching any NBDA birthing programs; however, Certified Instructor may set his/her/their own prices for work not involving NBDA curriculum instruction. NBDA shall be entitled to receive \$50 for every person who enrolls in Certified Instructor's administration of NBDA doula training curriculum, as part of the licensing fee set forth in Section 2.

B. Insurance to be Maintained by Certified Instructor

(i) During the Initial Term and any Extended Term, Certified Instructors are required to maintain comprehensive general liability and professional liability coverage of no less than \$1,000,000.00 combined single limit per occurrence, and \$2,000,000.00 aggregate from a company rated A+ or better by A.M. Best or equivalent, providing protection which is standard or greater in the doula industry, for the benefit of NBDA, NBDA's officers, directors, agents and employees, as well as Certified Instructor, against any claims, suits, loss or damage arising out of Certified Instructor's business, facility, premises and/or the Licensed Services. Certified Instructor shall include NBDA as an additional insured under Certified Instructor's comprehensive general liability and professional liability insurance policies. Proof of insurance to be submitted to NBDA upon receipt of written request by NBDA.

(ii) Certified Instructor shall obtain written assumption of risk and waivers of liability, in a form satisfactory to the Company, from any individual who uses or participates in the Licensed

Services as offered by Certified Instructor. Such waivers shall be signed in advance of any use or participation in the Licensed Services, and shall release and hold harmless the Company, and the Company's officers, Certified Instructors, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees) for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against Certified Instructor based on Certified Instructor's operation of Certified Instructor's business or premises.

(iii) Certified Instructor shall deliver to the Company in writing, promptly upon learning thereof, notice of any litigation commenced or threatened against Certified Instructor that (i) seeks damages in excess of \$5,000.00, (ii) seeks injunctive relief, (iii) alleges criminal misconduct by Certified Instructor (or any staff member, employee, or contractor of Certified Instructor) or (iv) alleges the violation of any law, rule, or regulation.

C. Representations by Certified Instructor

Certified Instructor acknowledges and agrees that participants in the Program are certified to provide instruction to those desirous of becoming a NBDA doula. They are not dietitians, medical doctors, or nurses, nor are they dispensing medical and/or nutritional advice. The Program does not provide Certified Instructor with any nutrition or medical certification or license. In the event Certified Instructor is licensed as a Midwife, medical doctor, Registered Dietitian, nutritionist, or other similar professional license, any additional dietary or medical advice or recommendations are provided at Certified Instructor's sole and express risk and responsibility and are outside the scope of this Agreement.

D. Sharing of Licensed Materials with Clients

Certified Instructor may wish to share Licensed Materials with its personal clients. Certified Instructor may only share Licensed Materials with a client if that client has signed up for a course to be provided by Certified Instructor, as well as executed a signed written agreement with Certified Instructor agreeing the client cannot share, copy, or distribute the Licensed Material to any third party not having the authority to know and use the Licensed Material.

6. NO JOINT VENTURE

The parties to this Agreement are independent, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement. Neither party shall have any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or the power to bind the other party in any respect whatsoever.

Certified Instructor's personnel involved in its business shall at all times be employees or subcontractors/independent contractors of Certified Instructor and not of the Company. Certified Instructor shall be solely responsible for payment of all compensation for such personnel and all related taxes and benefits. It is Certified Instructor's responsibility to avoid any confusion regarding whether Certified Instructor's personnel are employees or subcontractors of Certified

Instructor or the Company, and the Company shall not provide any insight or opinion as to the status of Certified Instructor's workers.

Certified Instructor agrees to accept exclusive liability for complying with all applicable state, local, and federal laws and any and all laws of the country of Certified Instructor's residence, as applicable, including, without limitation, obligations such as payment of taxes, employment taxes, benefits, and the like. Certified Instructor hereby agrees to indemnify and defend the Company against any and all such taxes, payments, and obligations, including penalties and interest. NEITHER CERTIFIED INSTRUCTOR NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF THE COMPANY TO ANY THIRD PARTIES. **7. ASSIGNABILITY**

Neither this Agreement nor any rights under this Agreement may be granted, assigned, delegated, sublicensed, or otherwise transferred by Certified Instructor, in whole or in part, whether voluntarily or by operation of law, by way of sale of assets, merger, or consolidation, or change of control without the prior written consent of the Company, which consent may be granted or withheld in the Company's sole and absolute discretion. Any attempted or purported assignment without such required consent shall be void and a material breach of this Agreement. The Company may grant, assign, or sublicense this Agreement or any of its rights or obligations herein in its sole and absolute discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8. WARRANTIES AND OBLIGATIONS

A. Representations and Warranties by Certified Instructor

Certified Instructor represents, warrants, and agrees that:

- (i) It has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant to the Company all rights purported to be granted herein, and nothing contained in this Agreement or in the performance of this Agreement will place Certified Instructor in breach of any other contract or obligation;
- (ii) It is solely responsible for and shall pay all sums due to any and all parties engaged by Certified Instructor who are entitled to receive compensation, payment, or any other fees in connection with Certified Instructor's business, premises, and programs;
- (iii) There is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened which questions or challenges the ability or right of Certified Instructor to enter into this Agreement or to perform any of its obligations hereunder or which might affect the Company's rights under the terms of this Agreement, nor does there exist any reasonable basis for any such demand, claim, suit, action, arbitration, or other proceeding;
- (iv) Certified Instructor is financially sound and fiscally capable of performing its obligations, and any material change in such status shall be immediately communicated in writing to the Company;

(v) Nothing that Certified Instructor provides, uses, publishes, displays, performs, distributes, copies, creates, or licenses related to the Licensed Mark, Licensed Materials, Licensed Services, Promotional Materials, or the Company shall infringe upon an intellectual property, proprietary, personal, or any other common law or statutory right of any party, or defame or impinge upon the right to privacy or the right to publicity of any person or entity; and

(vi) Certified Instructor and its agents, independent contractors, and employees shall comply with all applicable laws, rules, and regulations.

B. Representations and Warranties of Both Parties

Each party acknowledges and agrees that the Licensed Mark, Licensed Materials, and any other information or materials licensed, made available, or provided to Certified Instructor by the Company hereunder are licensed or provided on an “as is” basis. EXCEPT AS EXPRESSLY DESCRIBED IN THIS AGREEMENT, AND AS REQUIRED BY LAW, THE COMPANY DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE LICENSED MARK, LICENSED MATERIALS, LICENSED SERVICES, OR ANY MATTER WHATSOEVER. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED BY THE COMPANY. CERTIFIED INSTRUCTOR SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND CERTIFIED INSTRUCTOR SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER CERTIFIED INSTRUCTOR NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF THE COMPANY TO ANY THIRD PARTIES. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT ENSURE CONTINUOUS, ERROR-FREE, BUG-FREE, SECURE, OR VIRUS-FREE OPERATION OF ANY COMPANY WEBSITE, VIDEO, AUDIO TRANSMISSION, OR FILE (IF APPLICABLE), OR ANY PART OR FEATURE THEREOF. THE SUCCESS OF THE COMPANY, THE NBDA CERTIFIED INSTRUCTOR PROGRAM, THE LICENSED SERVICES, THE LICENSED MARK, AND THE LICENSED MATERIALS DEPENDS ON NUMEROUS FACTORS BEYOND THE COMPANY’S CONTROL. CERTIFIED INSTRUCTOR THEREFORE ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM, LICENSED SERVICES, LICENSED MARK, AND LICENSED MATERIALS IS SPECULATIVE. THE COMPANY DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES AS TO THE PROFITS, REVENUES, OR POTENTIAL SUCCESS OF THE LICENSED SERVICES, LICENSED MARK, LICENSED MATERIALS, OR CERTIFIED INSTRUCTOR PROGRAM OR BUSINESS, AND NO LIABILITY SHALL BE IMPOSED UPON THE COMPANY BASED ON ANY CLAIM THAT (I) MORE SALES, RECEIPTS, OR REVENUE COULD HAVE BEEN MADE OR EARNED AND/OR (II) BETTER PRICES OR TERMS COULD HAVE BEEN OBTAINED. THE COMPANY IS NOT OBLIGATED TO CONTINUE THE MARKETING, ADVERTISING, PROMOTION, SALE, LICENSE, OPERATION, SUPPORT OR USE OF THE COMPANY’S WEBSITES, LICENSED SERVICES, LICENSED MARK, LICENSED MATERIALS, CERTIFIED INSTRUCTOR PROGRAM, SEMINARS OR COURSES, OR OTHER BIRTH-, NUTRITION-, FITNESS- OR SPORT-RELATED EVENTS, SEMINARS, OR CONTINUE THE USE OF ANY PARTICULAR ELEMENT OF ANY OF THE FOREGOING.

9. LIABILITY LIMITATION

With respect to this Agreement, except in the case of Certified Instructor as set forth in Section 10 (Indemnity) and in the case of Certified Instructor a breach of Section 1 (grant and scope of license) or Section 8(a) (Certified Instructor representations and warranties), in no event shall the Company or Certified Instructor be liable to each other or any third party for any indirect, special or consequential damages, including on account of expenditures, investments, leases, or commitments made in connection with the activities or goodwill of either party, lost revenue, profits, lost data, and the like arising out of or in connection with this Agreement or its termination, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability), and irrespective of whether the parties have advised or been advised of the possibility of such losses or damages. THE TOTAL LIABILITY OF THE COMPANY SHALL BE LIMITED TO THE FEES PAID BY CERTIFIED INSTRUCTOR TO THE COMPANY UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, AND IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. INDEMNITY

Certified Instructor shall indemnify, defend at the Company's request, and hold harmless the Company, and the Company's subsidiaries and related entities, and each of their respective officers, affiliates, directors, agents, and employees (collectively, a "Company Party") from and against any and all actions, claims, liabilities, judgments, settlements, losses, damages, expenses, and costs (including court costs, expert witnesses and attorney's fees) arising from or related to any third-party claim, suit, or proceeding brought against any Company Party which arises from or is related to:

- (a) Certified Instructor's breach or alleged breach of any of Certified Instructor's representations, warranties, or covenants in this Agreement;
- (b) infringement or misappropriation by Certified Instructor of any intellectual property, personal, or proprietary right of any third party;
- (c) property damage, personal injury, or death based on Certified Instructor's negligence, recklessness, willful misconduct, acts, or omissions; or
- (d) any other actions, claims, liabilities, losses, damages, expenses, and costs arising out of Certified Instructor's operation of Certified Instructor's business or related to Certified Instructor's relationship with the Company. Certified Instructor may not settle any pending or threatened proceeding in a manner which admits wrongdoing by the Company and/or without obtaining an unconditional release of the Company from all such liability on claims that are the subject matter of such proceeding.

11. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be:

- (a) Delivered in person;
- (b) Sent by certified mail;
- (c) Sent by overnight or international courier, in each case properly posted and fully prepaid to the appropriate address set forth in this section below. Either party may change its address for notice by notice to the other party given in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service; or
- (d) Sent by electronic mail with confirmation of receipt returned. Notices sent by electronic mail shall be deemed delivered when confirmation of receipt has been received by the initially sending party.

Notice shall be provided to the following addresses:

If to the Company:

Tracie Collins, LLC DBA National Black Doulas Association
3651 Peachtree Pkwy, Ste E-380
Suwanee, GA 30024

If to Certified Instructor:

12. WAIVER

Any waiver of any of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13. SEVERABILITY

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14. INTEGRATION

This Agreement (including any attached schedules and any addenda hereto signed by both parties), contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions, or conditions. The Company may amend this Agreement at any time in its sole discretion. If and when the Agreement is renewed by the parties for a given Extended Term, such amendments shall be effective upon such renewal date.

15. LIMITATIONS

This Agreement shall NOT entitle Certified Instructor to do any of the following:

- (a) Purport to speak on behalf of the Company or for the organization as a whole;
- (b) Offer or grant certificates to, or certify individuals as NBDA Certified Instructors;
- (c) Speak to the media on the Company's behalf without prior, specific, written authorization from the Company in each instance, which permission may be granted or withheld in the Company's sole and absolute discretion;
- (d) Publish a work concerning the Company, the Licensed Mark, or Licensed Materials or on the Company's behalf without prior, specific, written authorization from the Company;
- (e) Use the Company's name, any Company trademark, trade name, service mark, or logo or Licensed Mark to promote a product, good, or service, except as provided herein.
- (f) Confer any type of licensure that purports to permit Certified Instructor to assess, diagnose, or treat any participants' medical conditions, specific nutritional needs,

act as a midwife, or perform any medical birthing services apart from the birthing support guidelines set forth by NBDA.

16. JURISDICTION AND DISPUTES

This Agreement will be interpreted and construed in accordance with the laws of the state of Georgia and the United States of America, without regard to conflict of law principles. Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by arbitration in the Atlanta, Georgia office of JAMS (Judicial Arbitration and Mediation Services) under the commercial rules then in effect before one arbitrator. Judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the state of Georgia. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the District of Georgia. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY. The parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the JAMS administrator as to such procedure; however, if within 45 days after the commencement of the arbitration, all of the parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the JAMS administrator shall unilaterally appoint and designate the presiding arbitrator. If a party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration; or if a party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may make the award on the evidence before it. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties, intending to be legally bound, have each executed this Agreement as of the date indicated:

[INSERT CERTIFIED INSTRUCTOR NAME]

By: _____

Title: _____

Date: _____

TRACIE COLLINS, LLC
DBA NATIONAL BLACK DOULAS ASSOCIATION®

By: _____

Title: _____

Date: _____

SCHEDULE A: INSTRUCTOR GUIDELINES

To be certified as a NBDA Certified Instructor, the student must do the following:

- (i) Complete all of the course material for each week of the Program, including reading, quizzes, and viewing applicable video content; or attend an NBDA Doula Training led by CEO.
- (ii) Pass the final exam with a score of N/A or better;
- (iii) Provide the Company proof of student's status as a NBDA doula for no less than one (1) year;
- (iv) Provide the Company proof of current professional liability insurance for your doula practice ("proof of Insurance"); and
- (v) Sign this Agreement before being able to use the Licensed Mark or Licensed Materials in any way.

Annually, to maintain his/her certification as a NBDA Certified Instructor, the Student must:

- (i) Submit proof of Insurance;
- (ii) Pay an annual recertification fee to the Company;
- (iii) Submit proof that all continuing education requirements have been satisfied;
- (iv) Adhere to the Company's guidelines on how to use and teach the NBDA curriculum, including, but not limited to, the Company's guidelines on providing doula services.

Should the Student not meet the Company's requirements to maintain their certification as a NBDA Certified Instructor, this Agreement shall terminate and the Student must immediately discontinue all use of the Licensed Mark and Licensed Materials.