

Womanship | Health and Wellness Professional | Contract

This Contract is between:

Womanship ("WOMANSHIP")
Palamedesstraat 7-1
1054 HS Amsterdam
The Netherlands

And

First Name (print) _____ a company or persons (the "PROFESSIONAL")

Last Name (print) _____

Company (print) _____

Address (print) _____

Postcode _____

Company
Registration Number: _____

VAT Number: _____

WOMANSHIP	The closed female community platform
PROFESSIONAL	Wellness Professional
PRACTICE	The private portal from which a PROFESSIONAL operates their practice on WOMANSHIP including their PROFESSIONAL Profile
SERVICES	In person and online delivery of expertise to a CLIENT that a PROFESSIONAL is qualified to deliver; also includes content, courses and events delivered to MEMBERS
MEMBER	An anonymous member of the WOMANSHIP community
COMMUNITY	Aggregated MEMBERS of the Womanship community
DIRECTORY	Womanship Wellness Directory of PROFESSIONALS
CLIENT	A MEMBER who contracts specific services or products from a PROFESSIONAL
EMPATHY CIRCLE	A group of five MEMBERS and one PROFESSIONAL moderator

KvK No. 72387319

VAT No. NL859093311B01

Share more. Worry less.

The Spirit of this Agreement

WOMANSHIP is a MEMBER only Community Platform for women. It provides access to content, events, services and products delivered by Wellness Professionals (PROFESSIONALS) and a safe space for women to fully open-up and ask questions about their problems, and worries. This is facilitated by enabling MEMBERS to interact anonymously on Community Forums that cover a range of health and wellbeing subjects.

WOMANSHIP provides PROFESSIONALS a suite of tools to help increase business efficiency via their digital PRACTICE. Each PRACTICE incorporates functionality including, but not limited to: offering consultation services, appointment scheduling, client notes organisation, client correspondence, on and off-line event management, client invoicing and payments etc.

The PRACTICE tools also facilitate lead generation through PROFESSIONAL activities published into the WOMANSHIP Community including, but not limited to, inclusion in the DIRECTORY of Wellness Practitioners, the creation and publishing of content, the creation and promotion of events, hosting of EMPATHY CIRCLES, and engaging in Forum discussions.

WOMANSHIP provides PRACTICE tools as a service and does not manage the PROFESSIONAL, their PRACTICE or have access to individual CLIENT treatment (i.e private) data.

In order to grow the WOMANSHIP Platform, and as a consequence their own PROFESSIONAL revenue opportunities, PROFESSIONALS will endeavour to operate with a collaborative mindset in terms of introducing their contacts and clients to WOMANSHIP.

1. SERVICE

1.1 Project. Via WOMANSHIP, and in alignment with their areas of expertise, PROFESSIONALS are required to,:

- Truthfully share their PRACTICE and professional profile information on the WOMANSHIP platform
- Sell, their professional services to the COMMUNITY, via WOMANSHIP, on the dates agreed with their individual clients (on or off line)
- Not include in their SERVICES the provision of clinical diagnosis requiring an in-person evaluation or for official documentation or approvals for purposes such as, but not limited to, court-ordered therapy, any information regarding which drugs or medical treatment
- Sell, or provide for free at their discretion, induction calls, content, webinars, events and other products i.e courses, books etc. to the COMMUNITY, via WOMANSHIP
- Upload at minimum four pieces of free content per month to the WOMANSHIP Platform in the form of articles, thought pieces, videos, podcasts etc.
- Engage in Forum discussion threads according to their expertise and industry code of ethics
- Host at least x EMPATHY CIRCLES (number to be agreed in with PRACTITIONER AND WOMANSHIP)

1.2 Schedule. The PROFESSIONAL will have access to the WOMANSHIP platform within 5 days of the execution of this Agreement and will continue to provide their services for the duration of the Pricing Schedule or until either party terminates the contract.

Beta Test. The Professional will be allowed a test period to explore WOMANSHIP functionality and concept. Such a period is called the Beta Test Period, which will last three months (or as otherwise agreed individually with each PROFESSIONAL)

1.3. Pricing

The PROFESSIONAL will pay a monthly fee for the use of the WOMANSHIP Platform, paid as a total 6 monthly (Fee). In addition they will pay a TBC% commission (c.3%) on all paid PROFESSIONAL SERVICES delivered to MEMBERS. This commission fee does NOT apply/is waived for existing clients, currently in a contractual agreement with The PROFESSIONAL, who they bring to the WOMANSHIP Platform.

The Fee per month AND commission will be agreed in a separate Pricing Schedule.

Should the parties agree to continue the PROFESSIONAL CONTRACT after expiration of the Pricing Schedule a separate Pricing Schedule will be agreed.

1.5 Pricing during Beta Test Period. The PROFESSIONAL will decide how much they will charge a MEMBER member for specific services such as one-to-one coaching. The amount that the PROFESSIONAL chooses to set as their allotted services, they will be paid, less a fixed fee or percentage to these chosen amounts as well as TAX & Stripe (Payment Partner) Fee. See Separate Stripe schedule.

The fixed fee payable to the WOMANSHIP on paid for PROJECTS delivered via the SERVICE, during the Beta test period is 5%. The total amount will be paid by the COMMUNITY and will be split between the SERVICE and PROFESSIONAL as explained above.

All taxes for the PROFESSIONAL must be managed by the PROFESSIONAL. The SERVICE is not responsible for the taxes incurred by the PROFESSIONAL.

1.6 Expenses. WOMANSHIP will not reimburse the PROFESSIONAL's for expenses.

1.7 SERVICES fee. The PROFESSIONAL agrees to not offer any of the items under PROJECTS services at a lower price point than offered on the WOMANSHIP platform. This includes their website, direct to client or any other platform where their services can be accessed.

2. OWNERSHIP AND LICENCES.

2.1 PROFESSIONAL's IP That Is Not Work Product. During the course of this project, the PROFESSIONAL might use intellectual property that the PROFESSIONAL owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, personal photography, properly-licensed stock photos, and web application tools. The PROFESSIONAL is not giving WOMANSHIP this background IP. But, as part of the Contract, the PROFESSIONAL is giving WOMANSHIP a right to use and licence (with the right to sublicense) the background IP to develop, market, sell, and support WOMANSHIP products and services. WOMANSHIP may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). WOMANSHIP cannot sell or licence the background IP separately from its products or services.

2.2 PROFESSIONAL's Right To Use WOMANSHIP IP. The PROFESSIONAL may need to use WOMANSHIP's intellectual property to promote their services. For example, the PROFESSIONAL may be creating an event, so, the PROFESSIONAL may have to use the WOMANSHIP logo. WOMANSHIP agrees to let the PROFESSIONAL use the WOMANSHIP intellectual property and other intellectual property that WOMANSHIP controls to the extent reasonably necessary to exercise its rights and duties under this Agreement. Beyond that, the WOMANSHIP is not giving the PROFESSIONAL any intellectual property rights, unless specifically stated otherwise in this Contract.

3. TERM AND TERMINATION.

3.1 This Contract is ongoing for the period of the Pricing Schedule and can only be terminated for extraordinary reasons. Extraordinary reasons include but are not limited to: A breach of confidentiality; professional misconducts or other breach of contractual terms. If the parties wish to continue their relationship they will agree on a new Pricing Schedule. In this event the terms of this contract shall apply.

4. WOMANSHIP PROFESSIONAL OATH

The PROFESSIONAL commits to the following WOMANSHIP PROFESSIONAL OATH:

WOMANSHIP PROFESSIONAL OATH

The PROFESSIONAL will, to the best of their ability, serve the WOMANSHIP Community in a responsible way that supports physical and emotional wellbeing in order to help them to thrive.

The PROFESSIONAL will practise their trade in a responsible way with integrity, honesty, and compassion.

The PROFESSIONAL will not permit considerations of gender, race, religion, political affiliation, sexual orientation, nationality, or social standing to influence their duty of care.

The PROFESSIONAL will assist their CLIENT's to make informed decisions that coincide with their own values and beliefs and will uphold CLIENT and MEMBER confidentiality.

5. PROFESSIONAL CONDUCT

The PROFESSIONAL commits to the following obligations:

- Using their own equipment, tools, and material to perform the SERVICES.
- Creating their own contractual and/or terms of service agreements for MEMBERS who utilise their SERVICES.
- Delivering services, content and events, Empathy Circles and Forum participation based on their qualifications and areas of expertise and in accordance with the industry code of ethics for their profession.
- Making timely payments to WOMANSHIP for SERVICES.
- Assume all responsibility for paying THEIR own taxes.
- The PROFESSIONAL is not authorised to enter into contracts, make promises, or act on behalf of WOMANSHIP.
- The PROFESSIONAL is not entitled to WOMANSHIP's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- WOMANSHIP will not control how the SERVICES are performed on a day-to-day basis. Rather, the PROFESSIONAL is responsible for determining when, where, and how it will carry out their SERVICES, and ensuring they have the necessary qualifications and training to do so .
- WOMANSHIP will provide training documentation for how to use of the Womanship platform
- WOMANSHIP and the PROFESSIONAL do not have a partnership or employer-employee relationship.
- WOMANSHIP will not withhold taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the PROFESSIONAL or any of the PROFESSIONAL's employees or subcontractors.

The Womanship community will grow if Professionals invite their contacts to Womanship and promote it via their social channels. Womanship will provide editable social media templates and copy for the Professionals to do so. The Professional commits to post on their social media channels that they've joined Womanship, on a frequent basis a call to join Womanship and to promote their events and services on the Womanship platform on an ongoing basis.

6. CONFIDENTIAL INFORMATION.

6.1 Overview. This Contract imposes special restrictions on how the PROFESSIONAL must handle confidential information. These obligations are explained in this section.

6.2 WOMANSHIP Confidential Information. While working with WOMANSHIP, the PROFESSIONAL may come across, or be given, WOMANSHIP information that is confidential. This is information like customer lists, business strategies, "how to" documents, insight on the company, research & development notes, statistics about a website, and other information that is private. The PROFESSIONAL promises to treat this information as if it is the PROFESSIONAL's own confidential information. The PROFESSIONAL may use this information to perform their SERVICES under this Contract, as retained by their CLIENTS but not for anything else. For example, if the WOMANSHIP lets the PROFESSIONAL use a customer list to send out a newsletter, the PROFESSIONAL cannot use those email addresses for any other purpose. The one exception to this is if the WOMANSHIP gives the PROFESSIONAL written permission to use the information for another purpose, the PROFESSIONAL may use the information for that purpose, as well.

7. INDEMNITY.

7.1 Overview. This section transfers certain risks between the parties if a third party sues or otherwise legally pursues WOMANSHIP.

7.2 PROFESSIONAL's Indemnity. In this Contract, the PROFESSIONAL agrees to indemnify WOMANSHIP (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including attorneys' fees) related to a personal or third-party claim or proceeding arising out of: (i) the work the PROFESSIONAL has performed under this Contract; (ii) a breach by the PROFESSIONAL of its obligations under this Contract; or (iii) a breach by the PROFESSIONAL of the promises it is making in Section 5 (Professional Conduct).

7.3 WOMANSHIP Indemnity. In this Contract, WOMANSHIP agrees to indemnify the PROFESSIONAL (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the WOMANSHIP of its obligations under this Contract.

8. GENERAL

8.1 Assignment. This Contract applies only to the SERVICES and the PROFESSIONAL. The PROFESSIONAL cannot assign its rights or delegate its obligations under this Contract to a third-party, without first receiving the SERVICE's written permission.

9. Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the beginning of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

9.1 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

9.2 Governing Law. The laws of the Netherlands govern the rights and obligations of the SERVICE and the PROFESSIONAL under this Contract, without regard to conflict of law principles of that country.

9.3 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

10. REPRESENTATIONS.

10.1 Overview. This section contains important promises between the parties.

10.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

10.3 The SERVICE & PROFESSIONAL Will Comply with laws. The PROFESSIONAL promises that the manner it does this job, its work product, and any background IP it uses comply with applicable European Union, Netherlands and foreign laws and regulations.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES

PROFESSIONAL

WOMANSHIP

Signature _____

Signature _____

Date: _____

Date: _____

Place: _____

Place: _____