



Policies and Procedures

Birth Boot Camp Instructors must comply with all of the terms and conditions set forth in the Policies and Procedures. Please review the information in these policies carefully. They explain and govern the relationship between you, as an instructor, and Birth Boot Camp, Inc. ("Birth Boot Camp" or the "Company"). It is the responsibility of each instructor to read, understand, adhere to, and ensure that she is aware of and operating under the most current version of these Policies. The most current version of these Policies and Procedures will be posted on the Instructor Portal at classes.birthbootcamp.com.

Title(s) and Certifications

Instructors who have completed the Birth Boot Camp Instructor certification program may place the letters "BBCI" after their name to show that they are a Certified Birth Boot Camp Instructor. Those instructors who are also doulas, but have not completed the Birth Boot Camp Doula certification program, may *not* refer to themselves or imply that they are a Certified Birth Boot Camp Doula.

Class Size

The instructor agrees to keep class size at a manageable level. Birth Boot Camp recommends no more than 10 couples in each in-person class.

Curriculum

The instructor agrees to teach the Birth Boot Camp Curriculums as printed in the instructor outlines. Personal opinions/beliefs/advice should not be given in class. The instructor agrees to teach the courses as written.

Pricing

The instructor agrees to no predatory pricing, meaning that instructors will not set pricing with the intent to undercut other instructors in their area. Instructors will price classes based upon the fair market value.

Instructor Status

Instructors are independent contractors and are not purchasers of a franchise or business opportunity. Instructors do not work for Birth Boot Camp as employees. No franchise fees are required, as the Company is not a franchisor and instructors are not franchisees.

Certification

I understand and agree that I am not allowed to teach childbirth education classes until I have completed the full training process, turned in the study modules, taken and passed the exam, and the Certification Coordinator confirms that I am officially a Birth Boot Camp Childbirth Educator.

Materials

The instructor agrees to not share any passwords, login information, and/or materials. These actions will not be tolerated. It violates copyright laws, your non-compete agreement, and the Birth Boot Camp Code of Conduct.

Non-disparagement

Birth Boot Camp wants to provide its instructors with superior curriculum, products and service in the industry. Accordingly, the Company highly regards each instructor's constructive criticisms and comments. All such feedback should be submitted in writing to Birth Boot Camp Headquarters. While Birth Boot Camp welcomes constructive input, negative comments and remarks made by instructors about the Company, its Curriculum, Products, etc. serve no purpose other than to diminish the enthusiasm of other Birth Boot Camp Instructors. For this reason, instructors must not disparage, demean or make negative remarks about Birth Boot Camp, other Birth Boot Camp instructors or doulas, the Curriculum, the Products, or Birth Boot Camp's Headquarters team, advisory board or employees.

Advertising and Birth Boot Camp Photography

All instructors shall safeguard and promote the good reputation of Birth Boot Camp and its products. The marketing and promotion of Birth Boot Camp products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

When using Birth Boot Camp owned photography and/or a company logo, instructors must submit all written sales aids, promotional materials, advertisements, websites and other literature to Birth Boot Camp for approval prior to use. These should be submitted by email to callen@birthbootcamp.com or via the BBC Media Approvals Facebook group.

When using BBC photography for your private website, advertisements, etc. you will need to add a BBC logo to it and submit it for approval.

BBC photography can be used on private website pages related to your certifications with BBC. I.e. If you are a BBCD you can use BBC photography on your website page discussing doula services. It may also be used on your homepage.

Images and other content created by Birth Boot Camp - Birthbootcamp.smugmug.com may be used on instructor's private websites as long as the Birth Boot Camp logo is clearly displayed.

Images and other content created by Birth Boot Camp may be used on instructors' Private Websites. However, images, text, and all other content created by other Birth Boot Camp instructors and doulas may not be copied or used without the prior written consent of the content creator.

Online Policies

Website URLs may not contain the name "Birth Boot Camp." I.e.: www.MansfieldBirthBootCamp.com or www.BirthBootCampKansas.com unless it is an approved BBC cooperative. Details about BBC Cooperatives can be found on the Instructor Portal.

A Private Website may not mimic the birthbootcamp.com website, or otherwise portray itself, purposely or unintentionally, as an official corporate website.

The use of spam, unsolicited email, and indiscriminate advertising is expressly prohibited. This includes adding an individual's email account information to your customer list to send out newsletters and information without their permission.

Instructors may not engage in activities that will, or have the potential to harm or detrimentally influence other businesses (instructor businesses or other businesses) that promote Birth Boot Camp live or online classes. This includes mentioning other businesses by name, their specific class or prices, pictures, website links, and/or comparison to your prices on your Private Website.

Trademarks and Copyrights

The name "Birth Boot Camp" (or any form thereof) and other names as may be adopted by Birth Boot Camp are proprietary trade names, trademarks and service marks of Birth Boot Camp. As such, these marks are of great value to Birth Boot Camp and are supplied to instructors for their use only in an expressly authorized manner. Use of the

Birth Boot Camp name or any form thereof, including their use as or within internet domain names, on any item not produced by the Company is prohibited, unless approved by the company.

If an instructor uses the name Birth Boot Camp and/or any of Birth Boot Camp's Products in his or her advertising, the instructor must identify the mark as the property of Birth Boot Camp, Inc. An instructor may not answer the telephone by saying "Birth Boot Camp", or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Birth Boot Camp. Instructors may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Birth Boot Camp; nor may instructors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. In accordance with an instructor's strict adherence to the foregoing instruction on the use of Birth Boot Camp's trademarks, Birth Boot Camp grants to each instructor so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the sole discretion of Birth Boot Camp.

Media and Media Inquiries

Instructors may not respond to *national* media inquiries regarding Birth Boot Camp, its classes, or their independent Birth Boot Camp business. All inquiries by any type of *national* media must be immediately referred to Birth Boot Camp Headquarters.

Right of Publicity

Instructors authorize Birth Boot Camp to use their name, photograph, personal story and/or likeness for advertising and/or promotional materials and waive all claims for remuneration for such use.

Insurance Liability and Risk

The instructor agrees to keep in force all liability, business, and vehicle insurance in such terms and amounts as are required by law or is reasonable as prudent business practice. The instructor understands that while traveling to or from Birth Boot Camp related meetings, classes, events, workshops, or gatherings, the instructor is doing so as an independent contractor and as a part of her own independent business and not in any manner as an employee, or agent of Birth Boot Camp, notwithstanding the fact that her attendance may be based in whole or in part by invitation from, or agreement with, Birth Boot Camp to attend. Instructor assumes all risk and responsibility for such travel.

Income Taxes

Each instructor is responsible for paying local, state and federal taxes on any income generated as a Birth Boot Camp Instructor.

Adherence to Laws and Ordinances

Various federal, state and local laws regulate certain home-based businesses. In some cases these laws/ ordinances are not applicable to instructors because of the nature of their business. However, instructors must obey all applicable laws that apply to them.

Indemnification for Unauthorized Claims and Actions

The instructor is fully responsible for all of his or her verbal and/or written statements made regarding the Birth Boot Camp Curriculum which are not expressly contained in Official Birth Boot Camp Materials. Instructors agree to indemnify Birth Boot Camp and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Birth Boot Camp as a result of the instructor's unauthorized representations or actions.

Recertification

Your instructor certification is valid for one year and recertification is required prior to expiration. All recertification paperwork and fees are due no later than March 31st, each year. An updated list of recertification requirements can be found on the Instructor Portal.

A \$50 late fee will be charged if forms and payment are not received on or before March 31st. If forms and payment are late, you will be removed from all online instructor materials (website, FB group, online store, etc.) until all requirements are complete.

If you have circumstances that are not allowing you to complete these requirements, please contact the Instructor Certification Coordinator so that we can discuss how we can support you as an instructor.

If you choose not to recertify, you have 3 years from that time to submit your payment, late fee, and paperwork. After three years have passed, you will be required to attend an instructor training workshop. The fee for this workshop will be 50% off of the current pricing.

Change of Address and/or Telephone

To ensure timely delivery of certificates, support materials, etc. it is very important that Birth Boot Camp's files are current and accurate. Instructors planning to move should send their new address and telephone number to Birth Boot Camp's Instructor Certification Coordinator at certification@birthbootcamp.com.

Code of Conduct

Welcome to Birth Boot Camp! We are so excited to have you joining our family. One thing that makes Birth Boot Camp unique is the culture that we have worked to build, promote and maintain. Our Code of Conduct is the parameters within which we cultivate these principles, values, and work ethic.

Our core values include:

Kindness

- The Birth Boot Camp Headquarters Team will strive to always treat you with kindness.
- Please do the same for one another.

Respectful dialogue

- Internet communication can be impersonal and sometimes heated, but not here at Birth Boot Camp.
- We keep it respectful and we keep it clean in every way - from our language to our topics and the way we talk to and about one another - even if we disagree.

Professionalism

- Birth workers are often privy to information otherwise kept private. As professionals, we take this seriously. We extend this courtesy to other birth professionals and understand that it is difficult to ever know the full story.
- We do not talk poorly of other organizations.
- We strive to keep all Birth Boot Camp events professional and places where families can be comfortable and babies can be brought in, as needed.
- We discourage drug or alcohol use at Birth Boot Camp trainings or events.
- Always conduct yourself in a professional manner when meeting with students or clients. Not only are you representing yourself, but you are also a representative of Birth Boot Camp.

Support

- We support each other and lift one another up.

- We consider the things shared with one another and within the Birth Boot Camp Facebook groups to be private.
- Do not screenshot or share these private conversations. This creates an atmosphere of mistrust, not support.

Trust

- Birth communities and groups can be places of drama, but you won't find that at Birth Boot Camp. The backbiting and mistrust you often find elsewhere isn't present in the Birth Boot Camp community.
- This extends to our students or clients. We do not share their personal or identifying information within groups or outside of the group. This also falls under "professionalism."

Love

- One thing that makes us special and stronger is how different we all are, yet we are bound together by our common love of childbirth.
- You will find people of vastly different political affiliations, religions, ethnicities, and varying lifestyles in our groups. We focus on what we have in common and respect one another's right to be different and still be friends. Sometimes this is called tolerance, but we feel in our community it is better called love.

Welcome to Birth Boot Camp. We know that here you can find an amazing place to learn, grow, and build relationships, all while you change the world, one birth at a time.

Non-Competition Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of [doc.date], by and between BIRTH BOOT CAMP, INC., a Texas corporation ("Birth Boot Camp") and [doc.trainee], an individual ("Instructor").

RECITALS AND ACKNOWLEDGEMENTS

1. Birth Boot Camp and Instructor are parties to a Policies and Procedures Agreement (the "Instructor Agreement"), allowing Instructor the right to use Birth

Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information (defined below);

2. A condition of the Instructor Agreement is that Birth Boot Camp and Instructor enter into an agreement setting forth protection of Birth Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information and restrictions on Instructors activities in terms of competition and interference.
3. The relationship between Instructor and Birth Boot Camp's customers, employees, other doulas and instructors has or will result in a unique and special situation whereby Instructor is placed in a position of trust, and the protections in this Agreement are reasonable and necessary to protect Birth Boot Camp, including its resources, training, goodwill and other Confidential and Proprietary Information.

In consideration of these Recitals and Acknowledgements, the definitions, terms, covenants, agreements and consideration in this Agreement and other good and valuable consideration, Birth Boot Camp and Instructor agree as follows:

1. DEFINITIONS. For purposes of this Agreement,
 - a. "Instructor Period" means the period of time that starts on the above date and ends upon the later of: (i) written notice to or from Birth Boot Camp of Instructor's termination of advertising and/or holding herself out as a Birth Boot Camp Instructor or an Instructor certified by Birth Boot Camp; (ii) Instructor's termination of the use of the Birth Boot Camp's products or services, including Birth Boot Camp Student Field Manual, Birth Boot Camp Instructor Manual, Breastfeeding: The Ultimate MRE or the Birth Boot Camp curriculum or methodologies; or (iii) the expiration and non recertification of Instructor's Birth Boot Camp Instructor Certification.
 - b. "Restrictive Period" means that period which starts on the above date and ends two (2) years immediately after the later of the Instructor Period or when Instructors's relationship with Birth Boot Camp has terminated or otherwise ended.
 - c. "Protected Business" means (i) the writing or development of curriculum, training materials or promotional materials related to childbirth education and (ii) the training of childbirth educators.

- d. "Market Area" means throughout the United States and Canada as Instructor understands that Birth Boot Camp's business, products and services, including its Protected Business, is provided and reaches a world-wide market. Birth Boot Camp customers, including those trained by Birth Boot Camp, may view, receive and utilize Birth Boot Camp's services and products globally, including over the internet and through other media channels.
 - e. "Confidential and Proprietary Information" means Birth Boot Camp's patents, copyrights, trade secrets, training materials, books, workbooks, guides, video or audio productions, techniques, methodologies, know-how, processes, equipment, computer software and programs, research, applications, schedules of product/service fees or charges, customer lists and contact/account information, business/marketing plans and strategies, information contained on classes.birthbootcamp.com (intended for only active, certified Birth Boot Camp Instructors) and any other information known by Instructor to be maintained in confidence by Birth Boot Camp.
2. **NON-COMPETE COVENANT.** During the Restrictive Period, Instructor agrees not to, directly or indirectly, for herself or any other person or entity engage in the Protected Business within the Market Area. This provision does not prohibit Instructor from teaching childbirth education classes to clients, such as expecting parents, outside of Birth Boot Camp, as long as in providing such services Instructor is not training others to teach childbirth education.
3. **NON-INTERFERENCE COVENANT.** During the Restrictive Period, Instructor agrees not to, directly or indirectly, for herself or any other person or entity, solicit, employ, retain as a consultant, interfere with, or attempt to entice away from Birth Boot Camp any employee, instructor, doula, or postpartum doula of Birth Boot Camp.
4. **CONFIDENTIALITY.** Except on behalf of Birth Boot Camp, at any time during or after the Restrictive Period, Instructor shall not use, divulge, disclose or interfere with, directly or indirectly, any Confidential and Proprietary Information.
5. **ENFORCEMENT.** Instructor acknowledges that the covenants and restrictions in this Agreement relate to matters which are of a special, unique and extraordinary character that give each of the covenants and restrictions a special, unique and extraordinary value; a breach of any such covenants or restrictions or any other provision of this Agreement will result in irreparable harm and damage to Birth

Boot Camp and its business, and Birth Boot Camp's remedies at law will be inadequate. Therefore, in the event of a breach or threatened breach of this Agreement, Birth Boot Camp will be entitled to injunctive or other similar relief to prevent or stop any breach of this Agreement and to enforce the provisions herein, in addition to money damages sustained as a result of the breach or threatened breach and any other remedy to which Birth Boot Camp may be entitled at law or in equity.

6. SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect without regard to the invalid portions; the court or other tribunal making determination on the enforceability of the Agreement or a covenant or provision shall have the power, if applicable, to reduce the duration or area of such covenant or provision so such covenant or provision shall then be enforceable; and Birth Boot Camp may seek relief in the court of any other jurisdiction as to failures to observe such term or provision in such other jurisdictions.
7. CONSTRUCTION. The headings or titles are inserted solely for convenience or reference and do not constitute a part of or change the meaning, construction or effect of this Agreement. In the event of ambiguity or question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to its conflicts of law doctrine; provided, however, the enforceability of this Agreement with respect to actual, attempted or threatened competition in a particular jurisdiction other than Texas shall be governed by and construed and enforced in accordance with the laws of such jurisdiction. Exclusive venue is in a district court of Tarrant County, Texas.
9. ENTIRE AGREEMENT. This Agreement constitutes the parties' entire understanding of the subject matter herein and supersedes any prior written or oral agreements or understandings related to the same. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Birth Boot Camp and Instructor.

10. SUCCESSORS AND ASSIGNS. Birth Boot Camp shall have the right to assign this Agreement, which shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Birth Boot Camp, including without limitation by assignment, stock sale, merger, consolidation or other corporate reorganization, and be binding on Instructor. Instructor shall not have the right to assign this Agreement.
11. NO WAIVER. The failure of either Birth Boot Camp or Instructor at any time to require performance of any provision hereof shall in no manner affect its/her right at a later time to enforce the same. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

By signing below you agree to abide by our Policies and Procedures, Code of Conduct, and Non-Competition Agreement and understand that violations will merit attention and possibly the loss of your Birth Boot Camp certification.

Hollie Hauptly

Birth Boot Camp Owner/CEO