

BIRTH BOOT CAMP® **POSTPARTUM** **DOULAS**

AMAZING POSTPARTUM SUPPORT

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 MISSION

At Birth Boot Camp, we believe birth can be a defining moment for families. We provide the knowledge and tools needed to make informed decisions and have amazing births through quality education and support from a growing community of certified childbirth educators and birth and postpartum doulas.

CORE VALUES

KINDNESS - Birth Boot Camp strives to create an atmosphere of kindness and respect among our colleagues and the clients we serve.

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

PROFESSIONALISM - We hold ourselves to the highest standards of professionalism in the birth community.

- Always conduct yourself in a professional manner when meeting with students or clients.
- 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.

- 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.

FAMILIES - Here at Birth Boot Camp, we encourage our childbirth educators and doulas to find their own unique balance between work and family life.

- Family comes first!
- Birth Boot Camp is a family! Welcome!
- 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.

SUPPORT - Birth Boot Camp offers ongoing support and mentorship for our birth professionals throughout their careers

- 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.
- We share information through our Facebook groups, regular emails, and our company retreat.

QUALITY - We provide the best up-to-date materials, training programs, and online childbirth classes.

- We believe it's important to stay current and up-to-date.
- We regularly update our materials
- We are always looking for ways to grow and improve

COMMUNITY - We have built a strong community of diverse women that sustain one another through the joys and challenges of life.

- 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.

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

POLICIES & PROCEDURES

Birth Boot Camp Postpartum Doulas 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 a postpartum doula, and Birth Boot Camp, Inc. (“Birth Boot Camp” or the “Company”). It is the responsibility of each postpartum doula 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 will be posted on the postpartum doula portal.

Title(s) and Certifications

- Postpartum doulas who have completed the Birth Boot Camp Postpartum Doula Training Program may place the letters “BBCPD” after their name to show that they are a Certified Birth Boot Camp Postpartum Doula.

Pricing

- The postpartum doula agrees to no predatory pricing, meaning that postpartum doulas will not set pricing with the intent to undercut other postpartum doulas in their area.
- Postpartum doulas should familiarize themselves with the market rate in their area and consider your expenses, training, experience, etc. when setting your price. Many postpartum doulas offer different packages that interested clients can choose from and have a variety of ways to accept payment.

Status

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

Materials

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

Non-Disparagement

- Birth Boot Camp wants to provide its postpartum doulas with superior training, products, and service in the industry. Accordingly, the Company highly regards each postpartum doula’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 postpartum doulas about the Company, its curriculum, products, etc. serve no purpose other than to diminish the enthusiasm of other Birth Boot Camp Postpartum Doulas.

- For this reason, postpartum doulas 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

- All Birth Boot Camp Postpartum Doula shall safeguard and promote the good reputation of Birth Boot Camp and its products. The marketing and promotion of Birth Boot Camp and Birth Boot Camp Postpartum Doula products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- Birth Boot Camp Postpartum Doula may use Birth Boot Camp Stock Photography in their advertisements, fliers, website, etc. Anytime a BBC photo is used, the postpartum doula must add a clearly visible BBC logo on it and get it approved.
- Postpartum doulas 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 Caryn Allen at callen@birthbootcamp.com or via the Birth Boot Camp Media Approvals Facebook group. This will be explained further during your training.
- Birth Boot Camp specifically prohibits the use of mass unsolicited emails. This includes adding an individual's email account information to your customer list to send out newsletters and information without their permission.

Online Policies

- Website URLs may not contain the name “Birth Boot Camp.” I.e.: www.MansfieldBirthBootCamp.com or www.BirthBootCampKansasCity.com.
- A private website may not mimic the birthbootcamp.com website, or otherwise portray itself, purposely or unintentionally, as an official corporate website.
- All Birth Boot Camp images that are used by instructors and doulas must have the Birth Boot Camp logo on them. This includes images used for social media, websites, etc.
- Images and other content created by Birth Boot Camp may be used on postpartum doulas’ private websites. However, images, text, and all other content created by other Birth Boot Camp Postpartum Doula may not be copied or used without the prior written consent of the content creator.
- You may only use Birth Boot Camp photography on pages where you are talking about what you offer through your BBC certification. Home pages are acceptable.
- Postpartum doulas may not engage in activities that will harm or have the potential to harm or detrimentally influence other businesses (BBCD or BBCI businesses or other businesses) that promote Birth Boot Camp live or online classes. This includes mentioning other businesses by name, their specific services or prices, pictures, website links, and/or comparison to your prices on your private website.

Birth Boot Camp Cooperatives/Collectives

If the Birth Boot Camp-certified folks in your area decide to form a collective, or cooperative, there are rules and guidelines. You will be representing Birth Boot Camp in a big way and it’s important to protect the brand.

1. In order to include “Birth Boot Camp” in a URL, it must be used by a *group* of BBCs, not an individual. The group must be inclusive of *all currently certified* Birth Boot Camp doulas and instructors in the area/city, including people who will certify in the future. There are rules associated with joining, so it is possible someone will not want to join the collective. Everyone should, however, be invited.

- It is suggested to create a Facebook page with the same name.
- Create your events within that FB page. Link to the events on your website.
- For the sake of the integrity of the BBC brand, the name and the final website must be approved.
- For example, Doulas of Abilene: A Birth Boot Camp Collective. They have a FB page and also a FB group open to the public to encourage conversation.
- Most participants do NOT have another website. It’s just not needed unless you have other services that are not BBC related.

2. Application process detailing your plan - this can be found on both .nets. Many of these questions are also intended to help your group think through the details.

- What name(s) are you considering?
- Who is creating your website?
- Who runs the website?
- Who is setting up your FB page? Are you setting up everyone to be an Admin?
- As people certify, who is adding them? Who is removing those that do not recertify in March?
- Are you blogging on your website in order to keep it active and fresh? Do you have a schedule among your BBC folks?
- Who is updating events on the website and FB page?
- Who is posting on your FB page each day? Do you have a schedule?
- Who is currently in your local group? Only your BBC-certified services/classes may be listed. For example, if someone teaches BBC and is also a doula (trained or certified) with another organization, that may NOT be listed on this BBC Collective website.

3. No mention of other organizations or methods on a BBC-branded site. Again, It’s important to maintain the integrity of Birth Boot Camp through the conversation, photographs used, language, etc. on your local BBC group sites. Remember, search words matter!

4. Check with your state as to whether you need a DBA (Doing Business As). Consider not taking money through the website to avoid this issue, possibly complicating everyone’s taxes. Technically, if you run your collectives or cooperatives the way Birth Boot Camp is suggesting, you are not in business together. If you start taking money through the website and having to divvy it up, things may get sticky real quick.

6. Grievances against one another are bound to happen on occasion. If you absolutely cannot solve a problem on your own, Headquarters will step in and help to figure out a fair solution.

7. These rules and guidelines are subject to change.

The application to start a Cooperative/Collective can be found on the .net.

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 postpartum doulas 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 a postpartum doula uses the name Birth Boot Camp and/or any of Birth Boot Camp's Products in his or her advertising, the postpartum doula must identify the mark as the property of Birth Boot Camp, Inc. postpartum doulas may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Birth Boot Camp; nor may postpartum doulas reproduce for sale or for personal use any recording of Company-produced audio or video presentations. In accordance with the postpartum doula's strict adherence to the foregoing instruction on the use of Birth Boot Camp's trademarks, Birth Boot Camp grants to each postpartum doula 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

Postpartum doulas may not respond to *national* media inquiries regarding Birth Boot Camp, its classes, Doulas, or their independent Birth Boot Camp business. All inquiries by any type of *national* media must be immediately referred to Birth Boot Camp's corporate offices.

Right of Publicity

Postpartum doulas 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 postpartum doula 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 postpartum doula understands that while traveling to or from Birth Boot Camp related meetings, classes, events, workshops, gatherings, or client births, the postpartum doula is doing so as an independent contractor. As part of her own independent business and not in any manner as an employee or agent of Birth Boot Camp, notwithstanding the fact that his/her attendance may be based in whole or in part by invitation from, or agreement with, Birth Boot Camp to attend. The postpartum doula assumes all risk and responsibility for such travel.

Income Taxes

Each postpartum doula is responsible for paying local, state and federal taxes on any income generated as a Birth Boot Camp Postpartum Doula.

Indemnification for Unauthorized Claims and Actions

The postpartum doula is fully responsible for all of his or her verbal and/or written statements made regarding the Birth Boot Camp client workbook which are not expressly contained in Official Birth Boot Camp Materials. Postpartum doulas 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 postpartum doula's unauthorized representations or actions.

Recertification Requirements

The Birth Boot Camp Postpartum Doula Certification is valid through the month of March following your training (unless your training was in Jan, Feb, or Mar leading up to recertification).

If you attend a Birth Boot Camp Instructor OR Doula Training OR a Reboot Refresher Training, the following paperwork is waived. Recertification fee will still apply.

Terms

- A \$50 late fee will be charged if forms and payment are not received on or before March 31st.
- If forms and/or payment are late, your name will be removed from the website, .net, store, Facebook groups, etc until all requirements are complete.
- If you are also a Birth Boot Camp Instructor or Doula, you will receive a \$25 discount on your postpartum doula recertification fee.

Client Confidentiality

Although postpartum doulas are not bound by HIPAA, by being invited to an interview or a family's birth circle, you are privy to information and experiences that deserve to be respected and held in confidence. Birth Boot Camp Postpartum Doulas are not to provide identifying information about clients and/or discuss the client's health history, family life, birth plans and/or birth experiences. This is of particular importance in regard to social media. Birth Boot Camp Postpartum Doulas do not announce pregnancies, genders, births, or other private information via private conversation or social media without express permission from the client. It is important to be mindful of the impact of social media, understanding that even a post of "Baby Time!" may inadvertently announce a birth.

Professionalism

Birth Boot Camp Postpartum Doulas maintain professional conduct and treat all other birth professionals with respect. This includes hospital and birthing center staff, all health care providers, partners, family members, etc. Birth Boot Camp Postpartum Doulas do not speak on behalf of their clients.

Birth Boot Camp Postpartum Doulas seek to have positive relationships with other professional doulas for professional health, back up, and referrals.

Birth Boot Camp Postpartum Doulas maintain the professional integrity of Birth Boot Camp, Inc. This includes using discretion when sharing information about the company or its management with outside parties.

Appropriate attire is a must. Interview attire should be business casual. Sloppiness will not inspire trust. Keep in mind your target client. Be aware of cleavage when leaning over a woman or bare skin when squatting. We are working with women who might have self-image issues during the postpartum period. We do not want to draw attention to our own bodies.

Accountability and Reliability to Client

Oftentimes clients may book their postpartum doula far in advance. Should you decide to make yourself available for a contract with a significant amount of advance notice, be mindful of your calendar, carefully looking for any possible scheduling conflicts. If there is any potential of unavailability during the client's contracted period, it is your responsibility to convey this information in writing.

Birth Boot Camp Postpartum Doulas are to keep all scheduled appointments to the best of their abilities. If you are also a birth doula, communicate with your clients when you are on-call for other families and may have to reschedule appointments due to births. Should you be late to an appointment, notify the client and let them know your expected time of arrival. Should an appointment need to be rescheduled due to a birth, the Birth Boot Camp Postpartum Doula should notify the family as soon as possible with a suggested reschedule date.

Client refunds are at the discretion of the Birth Boot Camp Postpartum Doula. Special considerations may include pregnancy loss or other unexpected client situations.

Respecting Clients

This is not about you. Do not project your own experiences and/or feelings concerning the postpartum period onto your clients.

Birth Boot Camp Postpartum Doulas will provide physical, emotional, and informational support so a client is empowered to make her own decisions, resulting in a positive postpartum experience.

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 ("Postpartum Doula").

RECITALS AND ACKNOWLEDGEMENTS

1. Birth Boot Camp and Postpartum Doula are parties to a Policies and Procedures Agreement (the "Postpartum Doula Agreement"), allowing Postpartum Doula the right to use Birth Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information (defined below);
2. A condition of the Postpartum Doula Agreement is that Birth Boot Camp and Postpartum Doula enter into an agreement setting forth protection of Birth Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information and restrictions on Postpartum Doula's activities in terms of competition and interference.

3. The relationship between Postpartum Doula and Birth Boot Camp's customers, employees, other doulas and instructors has or will result in a unique and special situation whereby Postpartum Doula 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 Postpartum Doula agree as follows:

1. DEFINITIONS. For purposes of this Agreement,
 - a. "Postpartum Doula 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 Postpartum Doula's termination of advertising and/or holding herself out as a Birth Boot Camp Postpartum Doula or a Postpartum Doula certified by Birth Boot Camp; (ii) Postpartum Doula's termination of the use of the Birth Boot Camp's products or services, including Birth Boot Camp client book or the Birth Boot Camp's curriculum or methodologies; or (iii) the expiration and non-recertification of Doula's Birth Boot Camp Postpartum Doula Certification.
 - b. "Restrictive Period" means that period which starts on the above date and ends two (2) years immediately after the later of the Postpartum Doula Period or when Postpartum Doula'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 prenatal and postpartum visits with postpartum doula clients or natural childbirth education and (ii) the training of postpartum doulas or others to provide or market postpartum doula services.
 - d. "Market Area" means throughout the United States and Canada as Postpartum Doula 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 may and do 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 the Postpartum Doula Portal (intended for only active, certified Birth Boot Camp Postpartum Doulas) and any other information known by Postpartum Doula to be maintained in confidence by Birth Boot Camp.
2. NON-COMPETE COVENANT. During the Restrictive Period, Postpartum Doula 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 Postpartum Doula from providing prenatal and

postpartum visits or providing natural childbirth education to clients outside of Birth Boot Camp, as long as in providing such services Postpartum Doula is not training others to provide such services.

3. **NON-INTERFERENCE COVENANT.** During the Restrictive Period, Postpartum Doula 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, Postpartum Doula shall not use, divulge, disclose or interfere with, directly or indirectly, any Confidential and Proprietary Information.
5. **ENFORCEMENT.** Postpartum Doula acknowledges that 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 Postpartum Doula.

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 Postpartum Doula. Postpartum Doula shall not have the right to assign this Agreement.
11. **NO WAIVER.** The failure of either Birth Boot Camp or Postpartum Doula 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.