



## **Online Course Agreement for Collaborators**

This Online Course Agreement (this "**Agreement**") is made between Evolving Sisters LLC ("**Evolving Sisters**") and You (as your name appears in the signature block of this document) ("**Collaborator**").

Evolving Sisters is in the business of curating, licensing, producing, and hosting original content for distribution and sale on the ESN Platform.

Collaborator desires to have her Courses available on the ESN Platform, according to the terms and conditions of this Agreement.

### **Definitions:**

- 1) **Bonus Material.** Bonus material means Collaborators' content in the form of PDFs, infographics, audios, videos, or the like for the purpose of incentivizing someone to purchase the Courses associated with that Bonus Material.
- 2) **Collaborator.** The Collaborator is you, the content creator, teacher, wisdom holder, subject matter expert.
- 3) **Collaborator Course Project Description.** The Collaborator Course Project Description is a separate document for each Course that outlines the details of the course and the audience, along with the Bonus Material, potential affiliate partners, etc. If the document is renamed in the future it relates back to this definition as used in this Agreement.
- 4) **Courses.** The audio and visual digital representation of the course that you will create or have created for the Evolving Sisters Network, including handouts, practices, and bonus material. For the purposes of this Agreement, there are 3 types of Courses: Live Courses, On-Demand Courses, and Hybrid Courses.
- 5) **ESN Platform.** Evolving Sisters' website(s), affiliate or partner website(s), social media platforms or other mediums of distribution now known or hereinafter developed, where Courses are marketed, publicized, displayed, sold, bundled, or otherwise offered to consumers.

- 6) **Hybrid Courses.** Hybrid Courses are Live Courses that also contain exclusive pre-recorded audio and/or video material (“**PRM**”) that you create on your own and include as a part of the Live Produced Course.
- 7) **Live Courses.** Live Courses are produced or co-produced by Evolving Sisters and recorded before a live audience (in person or virtual) and include recordings, outlines, summaries, transcripts or any other means to transmit the course to participants. Live Courses will be sold on demand after the end of the Live Course.
- 8) **On-Demand Courses.** On-Demand Courses are self-paced Courses that Collaborator produces on her own for exclusive use by Evolving Sisters and delivers them to Evolving Sisters in a specified format. Examples include, and are not limited to, multi-module courses, single modules courses, masterclasses, webinars, meditations, embodiment practices, energetic practices, spiritual practices, short teachings, yoga, movement, mantra and mudra teachings.
- 9) **Marketing Materials.** Marketing Materials are sales pages, promotional emails, or other promotional materials for all Courses including but not limited to web pages, course pages, graphics, media assets, video reels, audio clips, social media posts, email communications, graphic design, titles and subtitles, copy, wording, and look and feel, collateral material that relates to the Courses.

For the highest workability of the relationship between Evolving Sisters and Collaborator, these terms and conditions apply::

## **I. RIGHTS, LICENSES, AUTHORITY & EXCLUSIVITY**

### **A. Ownership and Rights.**

1. **Collaborator’s Ownership Rights.** Collaborator will retain the copyright and other intellectual property rights to all core teachings, concepts, phrases, slides, ideas, and handouts created and offered for the Courses, including Bonus Materials and PRM. Collaborator represents and warrants that Collaborator owns or has the right to use all material included by Collaborator in the Courses, and that all sources are properly attributed.
2. **Evolving Sisters.** Evolving Sisters will retain the copyright and intellectual property rights to the Live Courses, Hybrid Courses (other than the PRM), and Marketing Material.

## **B. License Grants.**

1. **Audio, video, and content of Live Courses:** Collaborator grants Evolving Sisters a non-exclusive, irrevocable, perpetual license to her image, likeness and voice in the Live Courses and Hybrid Courses. Collaborator agrees to be recorded by audio, video, and transcript during the teaching of the Live Courses and for those recordings and documents, including Collaborator's name, likeness and voice, both live in the moment and for future download by participants, to be made available to all participants and purchasers.
2. **Handouts, Slides, Materials in Live Courses.** Collaborator grants Evolving Sisters a non-exclusive, irrevocable, perpetual license to the handouts, slides, deepening practices that Collaborator provides for the Courses.
3. **On-Demand Courses.** Collaborator grants to Evolving Sisters an exclusive, irrevocable, perpetual license in and to the On-Demand Courses. You are agreeing to provide On-Demand Courses for the exclusive use of Evolving Sisters.

Such license includes all uses provided under U.S. and International copyright law, including but not limited to, publish, display, distribute, and sell on the ESN Platform, and to make derivative works of, repackage, re-edit, and re-purpose the On-Demand Course at the sole discretion of Evolving Sisters.

Collaborator agrees to send (through a mutually-agreed-to service that maintains the quality of the videos) the actual video and/or audio files of the On-Demand Course to Evolving Sisters (and not a link) to be hosted on the ESN Platform.

4. **PRM and Bonus Material.** Collaborator grants to Evolving Sisters a non-exclusive, irrevocable, perpetual license in and to any Bonus Material or PRM. You agree to provide Bonus Material and/or PRM that is not offered for free or behind an opt-in; however, Bonus Material can be offered to your community behind a paywall.

Collaborator agrees to send (through a mutually-agreed-to service that maintains the quality of the videos) the actual video and/or audio files of the PRM to Evolving Sisters (and not a link) to be hosted on the ESN Platform.

5. **Marketing Materials.** Evolving Sisters grants Collaborator a limited, non-exclusive license to use the Marketing Materials solely for the purpose of promoting and selling the Courses on the ESN Platform. Collaborator will not alter Marketing Materials, such as re-sizing, changing the color or shape, or altering the graphics, unless otherwise agreed to by Evolving Sisters

### **C. AUTHORITY AND EXCLUSIVITY.**

1. **No Obligation.** Evolving Sisters has the right but not the obligation to host, offer or sell any Courses on the ESN Platform.
2. **Final Decision Making:** Evolving Sisters has final decision-making authority regarding all marketing and Marketing Materials. Evolving Sisters values Collaborator's input and opinions and will take them into consideration. Evolving Sisters will correct factual errors and inaccuracies as soon as reasonably practicable.

Specifically, Evolving Sisters has final approval rights of the marketing sales pages, registration page, visual organization and presentation, graphics, images and copy (including titles and subtitles), email campaigns, pricing, payment plans and scholarships.

In addition, Evolving Sisters reserves the right to cancel, change, or delay the launch of the Courses or to sell any Course at any time.

3. **Exclusivity:** Collaborator agree not to launch or teach similar material to the Courses at least one month before and after Evolving Sister's launch of Collaborator's Courses. Other than this exclusivity period, Collaborators are free to teach their material with other organizations or online, with the limitation that they cannot use any Marketing Materials (including text, graphic identity, emails, or multimedia), recordings or transcripts specifically developed for the Course, without Evolving Sisters' prior written consent.
4. **Course participant list:** Evolving Sisters owns the list of Course participants, including contact information, and does not provide this list to the Collaborators.

5. **Pricing and Discounted Courses:** Evolving Sisters reserves the right to decide or change the price of the Courses. In addition, at its sole discretion it can bundle Courses with other collaborator courses and allocate the revenue share at its sole discretion. In addition, Evolving Sisters reserves the right to decide on all discounts, scholarships, payment plans, and complimentary passes to the Courses.

## II. PRODUCTION AND MARKETING ROLES AND RESPONSIBILITIES

### A. For Live Courses:

1. **Evolving Sisters** - Evolving Sisters agrees to provide the following services at its expense:
  - Develop the visual identity of the sales page, landing page, registration page, and graphic ads;
  - Collaborate with Collaborators on curriculum refinement and experiential exercises;
  - Provide feedback and suggestion for Collaborator's video production quality (microphone, camera, lighting, set);
  - Develop a script or outline for a more effective live event intro/sales call, if applicable;
  - Design the landing page, promotional copy, and host the intro/sales call;
  - Create email copy for the course launch, affiliates, and schedule of emails leading up to the launch;
  - Email the appropriate segments in our database about your course;
  - Provide the host conferencing service, such as zoom;
  - Record the course on zoom through a course moderator, if applicable;
  - Promote and distribute bonus and course material to participants;
  - Develop and edit transcripts, if applicable;
  - Process audio files and generate audio files, if applicable;
  - Set up and maintain the course homepage;
  - Sequence follow up emails to course participants;
  - Request survey information to course participants, as applicable;
  - Provide customer support;
  - Create email templates for affiliates of your course;
  - Set up an affiliate link for you and your affiliates;
  - Deliver financial accounting for the course;
  - Manage and pay affiliate commissions.

2. **Collaborator** - Collaborator agrees to provide the following deliverables for the Course at its expense:

- Provide Evolving Sisters a valid W-9 or other relevant tax ID;
- Generate a description of the core course curriculum, including the overall purpose, module sessions, titles, who it's for, what problem it solves, key takeaways and other information contained in the Collaborator Course Program Description (or as may be renamed in the future) (per Course);
- Provide video content for the opt in page and ads;
- Provide course handouts, practices, PRM and Bonus Material, if applicable;
- Participate in and make an offer at pre-recorded or live online event for sales purposes;
- Send 2 or more emails to your email list;
- Post 2 or more times on social media;
- Recruit 3-5 affiliate partners with email lists of 5,000 or more to email for you;
- Provide an excellent, professional, visually appealing background for visual recording as well as a quiet environment for audio recording;
- Teach and offer practices for 60 to 90 minutes per each week of the Course and be available for Q&A as well as interaction on Facebook in the Course group, as applicable;
- Arrange for any guests in your Course or for bonus offerings;
- Provide 4 pieces (as applicable) of bonus offerings (subject to Evolving Sisters' approval) that relate to the Course, ranging from video or audio recordings, downloadable PDFs, and other marketing materials to assist Evolving Sisters in marketing the Bonus Material;
- Ensure high quality audio and visual connection for all live sessions and recordings;
- Be in communication promptly with any concerns or changes;
- Dedicate the requisite number of hours you need to produce the course content and fulfill the requirements for the Collaborator Course Project Description;
- Dedicate the requisite number of hours you need to produce the Bonus Material;
- Dedicate the requisite number of hours to participate in the marketing/intro/sales activities; and
- Attend all meetings with Evolving Sisters.

**B. For On-Demand Courses**

1. **Evolving Sisters** - Evolving Sisters agrees to provide the following services at its expense:

- Develop the visual identity of the sales page, landing page, registration page, and graphic ads;
- Collaborate with Collaborators on curriculum refinement and experiential exercises;
- Provide feedback and suggestion for Collaborator's video production quality (microphone, camera, lighting, set);
- Develop a script or outline for a more effective live event intro/sales call, as applicable;
- Design the landing page, promotional copy, and host the intro/sales call;
- Create email copy for the course launch, affiliates, and schedule of emails leading up to the launch;
- Email the appropriate segments in our database about your course;
- Promote and distribute bonus and course material to participants;
- Develop and edit transcripts, if applicable;
- Process audio files and generate audio files, if applicable;
- Set up and maintain the course homepage;
- Sequence follow up emails to course participants;
- Request survey information to course participants, as applicable;
- Provide customer support;
- Create email templates for affiliates of your course;
- Set up an affiliate link for you and your affiliates;
- Deliver financial accounting for the course; and
- Manage and pay affiliate commissions.

2. **Collaborator** - Collaborator agrees to provide the following deliverables for the Course at its expense:

- Provide Evolving Sisters a valid W-9 or other relevant tax ID;
- Generate a description of the core course curriculum, including the overall purpose, module sessions, titles, who it's for, what problem it solves, key takeaways and other information contained in the Collaborator Course Brief (per Course);
- Provide video content for the opt in page and ads, as applicable;
- Provide course handouts, practices, and bonuses;
- Participate in and make an offer at pre-recorded or live online event for sales purposes, as applicable;
- Send 2 or more emails to your email list, as applicable;
- Post 2 or more times on social media about the Course, as applicable;

- Recruit 3-5 affiliate partners with email lists of 5,000 or more to email for you, as applicable;
- Record the Course, ensuring the highest quality audio/visual and set design;
- Provide bonus material, if applicable (subject to Evolving Sisters' approval) that relates to the Course, ranging from video or audio recordings, downloadable PDFs, and other marketing materials to assist Evolving Sisters in marketing the bonus content;
- Be in communication promptly with any concerns or changes;
- Dedicate the requisite number of hours you need to produce the course content and fulfill on the requirements for the Collaborator Course Description;
- Dedicate the requisite number of hours you need to produce the bonus content, if applicable;
- Dedicate the requisite number of hours to participate in the marketing/intro/sales activities, as applicable; and
- Attend all meetings with Evolving Sisters.

### III. REVENUE SHARE, PAYMENT TERMS & AFFILIATE COMMISSIONS

#### A. Revenue Share.

Evolving Sisters agrees to pay Collaborators a percentage of the adjusted gross revenue from all paid registrations of Courses priced as set forth below, unless otherwise agreed to in writing. Notwithstanding the foregoing, courses with more than 1 paid teacher do not qualify for a revenue share with Evolving Sisters; however they may qualify for affiliate commissions, subject to the affiliate agreement found at <https://evolvingsisters.com/affiliate-terms/>.

Adjusted gross revenue is defined as revenue actually received by Evolving Sisters subtracting any refunds, chargebacks, and payments issued to mutually agreed upon guest Collaborators, if any. Any advance or interim payments made will be deducted from the subsequent balances due.

<b>Course Price</b>	<b>Percentage</b>
\$999 or less	20%
\$1000 to 1999	10%
Above \$2k	5%

Payments will be made through PayPal or through other means that are available to Evolving Sisters and agreed to by Collaborator.



## B. Collaborator Payment Schedule.

Unless otherwise specified, Evolving Sisters will process payments on a quarterly basis in arrears for Courses, provided that it's at least 30 days after the end of a Live Course. For example, January - March sales are processed for payment by the end of April.

## C. Affiliate or Referral Partners.

Collaborators can also be affiliates. Affiliates receive commission from sales that come through their unique tracking link, specifically provided to Collaborator by Evolving Sisters for a particular Course. Tracking links are Course specific. The unique tracking link from Evolving Sisters tracks purchases of a particular Course from people on your list. Affiliates are subject to the affiliate terms and conditions found <https://evolvingsisters.com/affiliate-terms/>.

Collaborator Commissions for affiliate registrations for your Course through your dedicated tracking link are as follows:

Course Price	Percentage
\$999 or less	20%
\$1000 to \$1999	10%
\$2000 to \$7499	5%
\$7500 and above	3%

## IV. GENERAL TERMS

1. **Termination & Survival.** This Agreement is in effect until terminated. Either party has the right to terminate this Agreement with 30 days notice to the other party.

Even if this Agreement is terminated, this Agreement governs all Courses that Collaborator creates for the ESN Platform, and therefore all applicable definitions and terms and conditions of this Agreement, including but not limited to rights, licenses and payments survive the termination of this Agreement. If this Agreement is terminated, then the parties must enter into a new agreement for any new courses, programs, or collaborations.

2. **Use of Subcontractors.** Evolving Sisters may perform any or all of the services described in this Agreement through third party subcontractors.

3. **Superseded & Amendment.** This Agreement supersedes any prior written or subsequent oral agreement and can only be amended in writing and signed by you and Evolving Sisters.
4. **Severability.** If any portion of this Agreement is held invalid or unenforceable by a court of law with proper jurisdiction, the remaining provisions will continue in full force and effect.
5. **Representations and Warranties:** Collaborator represents and warrants that it is duly authorized to enter into and fully perform this Agreement; that it is the sole and exclusive author and owner of all intellectual property in connection with the Courses; that all sources will be properly attributed and credited; and pursuant to this Agreement; that there are no pending or anticipated claims or actions against Collaborator.
6. **Indemnification:** Each party to this Agreement agrees to indemnify and hold harmless the other party and its affiliates, directors, officers, independent contractors and employees from and against any and all losses, liabilities, claims, expenses, legal fees, liens, damages, or other obligations that may actually and reasonably be payable by virtue of the other party misrepresentation or breaching this Agreement.
7. **Limitation of Liability.** In no event will Evolving Sisters be liable to you for any indirect, incidental, special, consequential or punitive damages arising out of or relating to this Agreement. Evolving Sisters' total liability for any and all claims, damages, or losses arising under this Agreement will not exceed the total amount received or owed to you by Evolving Sisters.
8. **Disputes:** If issues arise over the production of the Course or any disagreement that cannot be settled by the two parties, the parties can terminate the Agreement or agree to seek mediation and share equally in the cost of mediation.
9. **Governance, Choice of Law & Venue.** This Agreement is governed by and construed with the laws of the State of California, notwithstanding any conflict of law principles that would result in the application of laws from another jurisdiction.
10. **Complete Agreement.** The above terms represent the full extent of the understanding between the two parties, who enter into this agreement in

good faith and with the full intent to be mutually supportive. If there are more specific areas, terms, or understandings, they will be listed in Addendum A and signed by all parties.

**THIS AGREEMENT IS TO BE SIGNED BY YOU OR A DULY AUTHORIZED REPRESENTATIVE OF YOURS. BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO ALL THE PROVISIONS OF THIS AGREEMENT:**