



## PARTICIPATION AND INDEMNITY AGREEMENT

This Participation and Indemnity Agreement is made effective on \_\_\_\_\_ by and between WOMEN'S HORMONE NETWORK, Inc., a California not-for profit corporation (hereinafter "WHN") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Provider"). WHN and Provider are herein collectively referred to as "Parties"

### RECITALS

- I. WHEREAS WHN is a California not-for-profit corporation recognized under Section 501(c)(3) of the Internal Revenue Code.
- II. WHEREAS WHN is engaged in research and development of certain therapeutic protocols aimed at utilization of semi synthetic hormones derived from naturally occurring plant sources into molecularly identical human hormones for the purpose of physiologic restoration, also known as rhythmic hormone replacement.
- III. WHEREAS Provider is a duly licensed healthcare professional authorized to order and possess dangerous drugs.
- IV. WHEREAS Parties desire to share their respective knowledge and expertise and to collaborate in furtherance of improved clinical outcomes.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **Use of proprietary information.** WHN will disclose to Provider certain proprietary information and treatment protocol(s) developed by WHN, its members, or affiliates. Provider Agrees not to disclose the proprietary information or protocols to any other provider or institution without WHN's prior written consent. Parties will, to the extent permitted by law, share information about clinical outcomes related to use of the protocols and treatment modalities developed by WHN.
2. **Term.** This Agreement shall become effective as of the date written above and survive indefinitely until it is terminated by mutual agreement of the Parties or by a written notice of either party to the other.
3. **Experimental protocols.** Parties hereby acknowledge the experimental nature of the treatment protocols developed by WHN and understand that no specific clinical outcome(s) can be guaranteed to occur as a result of use of the treatment protocols and modalities developed or recommended by WHN.
4. **Referral support.** WHN may, at its sole discretion, provide information about specialty compounding pharmacies that are able to compound the drugs employed by the protocols subject to this Agreement. However, the Provider may at his/her sole discretion, recommend any pharmacy to his/her patients without any obligations to WHN or to affiliated pharmacy partners.



5. **Status of Parties.** Participation in this Agreement shall not create any employer-employee relationship, independent contractor relationship, partnership, or joint venture relationship.
6. **Compensation.** Neither party shall be compensated, monetarily or otherwise, for participation in this Agreement or for any referrals made hereunder.
7. **Clinical judgment.** Provider hereby expressly acknowledges that any information provided by WHN, including, but not limited to, data provided through WHN internet portal, consultation with members of WHN Clinical Advisory Board, printed or electronically disseminated material will be used only in addition to, and not in lieu of, Provider's independent clinical judgment. Provider shall, at all times, exercise his/her best professional judgment whether or not to utilize the treatment modalities and protocols developed, promoted, recommended, and disseminated by WHN.
8. **Indemnification.** Provider hereby agrees to indemnify and hold harmless WHN, its directors, officers, members of the Clinical Advisory Board, employees, and agents from any and all claims, lawsuits, demands, and liability of any kind, whether brought by an individual or other entity, arising out of the use of the information or advice obtained from WHN. This indemnification clause shall survive the termination of this Agreement indefinitely.
9. **Disputes.** Parties agree to limit any disputes arising out of this Agreement to an alternative dispute resolution, including mediation and binding arbitration using a mutually agreed upon mediator or arbitrator. Prevailing party shall be entitled to reasonable attorney's fees and costs.
10. **Entire agreement.** This Agreement contains the entire agreement between the Parties related to matters contemplated herein and supersedes any prior oral or written agreements between the parties related to such matters.
11. **Severability.** Should any provision of this Agreement be held unenforceable or invalid for any reason, the remaining provisions shall continue to be binding and enforceable.
12. **Applicable law.** This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first written above.

**WOMEN'S HORMONE NETWORK**

**PROVIDER**

\_\_\_\_\_  
By: Caren Abdela, Executive Director/President

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By: