

BEST DOCTOR ENROLLMENT FORM

Choose one of the following:

☐ **\$799. Full Seal Use + **BONUS** USA Today Spotlight**

Includes:

- **Full Seal Usage:** Digital; Website; Social Media; Email; Print; Outdoor; News Media (term: 1 year)
- **Enhanced Profile** on WomensChoiceAward.com
- **Customizable Press Release Template**
- **Downloadable Award certificate**
- **Social media post**
- **BONUS: One (1) USA TODAY Featured Spotlight** in national announcement featuring the Best Doctors (2M Readership). Feature includes: Headshot; Full Name; City, State; Specialty

--OR--

☐ **\$499. Digital Seal Use Only**

Includes:

- **Digital Seal Usage:** Digital; Website; Social Media; Email; (term: 1 year)
- **Enhanced Profile** on WomensChoiceAward.com
- **Customizable Press Release Template**

CONTACT INFO:

DR. NAME: _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____

DR. EMAIL: _____

2ND CONTACT NAME & EMAIL: _____

Full Name (as appears on card):	Credit Card Type:
Credit Card Number:	Expiration Date (month/year):
Billing Zip Code:	Security Code/CVV:

Execution of Agreement: By signing below, I hereby agree to the Terms and Conditions (attached hereto and expressly incorporated herein as part of this Agreement) and to pay in full the fee of \$799. or \$499. as selected above.

DR. NAME: _____

NAME: Delia Passi

TITLE: _____

TITLE: CEO & FOUNDER

DATE: _____

DATE: _____

DR. SIGNATURE: _____

SIGNATURE: _____



EXHIBIT A: Women’s Choice Award Best Doctors Terms & Conditions

For the purposes of this Best Doctors Program and its accompanying Terms and Conditions (collectively referred to herein as “Best Doctors Program”), “I,” “me,” and “my” are hereby defined as and refer to the awarded doctor (referred to herein as the “Award Recipient”); WomenCertified Inc. (“WC”) and the Award Recipient are hereby defined as the “Parties”; and the “Award” is referred to and defined herein as the Women’s Choice Award Best Doctors which Award Recipient has qualified.

The Effective Date (“Effective Date”) is the later of the two dates of execution of the Best Doctors Program Enrollment Form by the Parties. These Terms and Conditions shall survive any termination of this Best Doctors Program.

Term: For the purposes of this Best Doctors Program, the Term (“Term”) of this agreement shall begin on the Effective Date and shall end one year from the date of signature of the Award Recipient.

Payment: Award Recipient shall pay the Payment in full via credit card or ACH. Upon receipt of Award Recipient’s payment in full, WC shall provide Award Recipient with the goods/services selected herein. If the award seal is included, Award Recipient shall receive the seal pertaining to the calendar year for which the Award applies.

Upon my execution of this agreement, and in consideration for the responsibilities and monetary compensation set forth herein, I understand and agree that this Best Doctors Program is being entered into for the purpose of providing the Award Recipient with one featured spotlight in a national USA Today ad. Depending on level of participation selected, Award Recipient may also receive a temporary, domestic, non-transferable and non-exclusive license to utilize the Women’s Choice Award seal pertaining to the Award (defined herein as the “Seal”), as well as the marketing benefits listed herein in consideration for the responsibilities and exchange of monetary compensation set forth herein. In accordance therewith, I understand and agree that: (1) I shall not use the Seal outside the Term of this Best Doctors Program; (2) I may begin using the Seal externally in accordance with the Terms and Conditions of this Best Doctors Program beginning upon the Execution date and once payment has been made; (3) I shall only use the Seal pertaining to the Award Recipient. Usage of the Seal in reference to other corporate entities, whether affiliated or not, is prohibited; (4) I shall strictly adhere to WC’s Brand Guidelines & Seal Usage in connection with all actions related in any way to this Best Doctors Program; (5) I hereby give WC the right to market and promote the Award Recipient’s receipt of the Award; (6) I shall promote the Seal and the Award on the Award Recipient’s website and marketing materials, where appropriate, at the Award Recipient’s discretion; (7) I shall provide WC with content, artwork, logos, photography, brand guidelines, intellectual property, and materials (collectively referred to herein as “Materials”) necessary for promoting the Award Recipient’s receipt of the Award, and I shall only provide materials to WC to which the Award Recipient has ownership rights; (8) I shall make a good faith effort to ensure that the program components contained herein are approved and ready for execution within one-hundred and twenty (120) days after the Effective Date, which includes but is not limited to providing all necessary materials and information to WC and returning WC’s correspondence in a timely manner; and (9) WC has and expressly retains the right to suspend or revoke my usage of the Seal, along with any and all rights afforded to me herein, in the event that I demonstrate any behavior that in any way contradicts, harms or undermines the mission of the *Women’s Choice Award*.

I understand and agree that in the event that the corporate partnership between the parties, which may be broader than the scope of this Best Doctors Program, ends for any reason, WC reserves the right, at WC’s sole discretion, to terminate my usage of any and all Women’s Choice Award seal(s), as well as any and all other property and materials owned or provided by WC. This right survives the term(s) of any past, present, or future agreement(s) or Best Doctors Program(s), between the parties. Additionally, in the event that WC modifies the design of its seal(s) thereby causing the Award Recipient’s version of said seal(s) to become defunct, WC will replace the seal(s) with a revised version along with the corresponding Brand Guidelines, and/or require immediate discontinuation of any and all defunct seal(s). In the event that WC modifies the design of the Seal, Award Recipient has no obligation under this Best Doctors Program to recall or discard any materials containing any defunct seal(s) that have already been printed at the time of Award Recipient’s receipt of the revised seal(s). The Award Recipient may not receive a revised version of its seal(s) only in the event that the corporate partnership between the parties has concluded. When utilizing any and all property and materials owned or provided by WC, I hereby agree to abide by the terms of any and all corresponding Brand Guidelines provided by WC irrespective of the term(s) of any past, present, or future agreement(s) and Best Doctors Program(s).

I understand and agree that nothing in this Best Doctors Program is intended to grant or bestow any right(s) with regard to the ownership of any intellectual property that belongs to WC, its owners, or its officers, including but not limited to WC’s trademarks, copyrights, and patents. To the contrary, I acknowledge that this Best Doctors Program provides the Award Recipient with a temporary licensing right to utilize certain intellectual property as set forth herein in accordance with this Best Doctors Program and WC’s Brand Guidelines and Seal Usage.

I understand and agree that I shall indemnify, defend, and hold WC harmless, and its respective officers, directors, shareholders, and employees from and against any and all third party claims, costs, demands, loss, damages, liability, attorneys’ fees, and expenses assessed against or incurred by WC arising out of or related to: (1) my default; and/or (2) any breach of any of my representations, rights, and/or responsibilities, express or implied, relating to this Best Doctors Program.

I understand and agree that: (1) no party to this Best Doctors Program shall be liable to any other party for any indirect, special, and/or consequential damages arising out of or in connection with this Best Doctors Program; provided however, that the foregoing exculpation of liability shall not apply with respect to damages incurred by WC as a result of my willful misconduct or gross negligence; (2) a party shall be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Best Doctors Program; provided however, that the total liability of a party (inclusive of attorneys’ fees and costs), whether based on an action or claim in contract, equity, negligence, tort, or otherwise, for all events, acts, or omissions under this Best Doctors Program shall not exceed five (5) times the total amount payable within this Best Doctors Program, and provided further that the foregoing limitation shall not apply to damages caused by my gross negligence or willful misconduct; and (3) the limitation of damages set forth herein is a fundamental element of the bargain between the parties and this Best Doctors Program would not have been achieved without such limitations.

I understand and agree that with regard to the subject matter of the advertisement(s) referred to herein: (1) WC makes no claims, promises, or guarantees about the condition or usage of any such goods or services, and expressly disclaims any liability related to the possession and/or usage of any such goods and/or services; (2) any reference to any such goods and/or services is on an “as is” or “as available” basis; (3) no warranty of any kind, implied, expressed, or statutory, including but not limited to the warranties of title, merchantability, or fitness for a particular purpose, is given by WC with respect to any such goods and/or services; (4) no advice or information given by WC or any of its officers, directors, agents, employees, insurers, successors, or assigns shall create any warranty; and (5) in no event shall WC be liable for any damages whatsoever arising out of the possession and/or usage of any such goods and/or services.

In WC’s sole discretion, WC has the right to terminate this Best Doctors Program for cause in any situation where: (a) Award Recipient breaches this Best Doctors Program; (b) Award Recipient stops recurrently conducting business; and/or (c) Award Recipient demonstrates behavior that in any way contradicts, harms or undermines the mission of the Women’s Choice Award. In the event that this Best Doctors Program is terminated for cause, termination is effective immediately upon the date that WC provides written notification of termination to Award Recipient.

I understand and agree that: (1) this Best Doctors Program contains the entire understanding and agreement between the parties, and supersedes any and all previous understanding and agreements, whether written or oral, between the parties pertaining to my licensing right to the Award; (2) there have been no representations or promises made by WC that are not set forth within this Best Doctors Program; and (3) the agreed-upon amount of monetary compensation contained within this Best Doctors Program is non-refundable, and must be paid in full to WC in accordance with the payment terms set forth herein regardless of termination.

I understand and agree that this Best Doctors Program: (1) can only be modified, altered, or changed by a written document signed by all parties; (2) will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, representatives, and assigns, as the case may be, of the respective parties to this Best Doctors Program; and (3) does not create any agency or partnership relationship between WC and any other party to this Best Doctors Program. I understand and agree that the language of this Best Doctors Program shall be interpreted as to its fair meaning and not strictly for or against any of the parties.

I understand and agree that: (1) no failure or delay by WC in exercising any power, right, or privilege provided in this Best Doctors Program will operate as a waiver, nor will any single or partial exercise of such rights, powers, or privileges preclude any further exercise of them or the exercise of any other right, power, or privilege provided in this Best Doctors Program; and (2) a waiver of WC of a default or breach of any provision of this Best Doctors Program shall not constitute a waiver of any subsequent default or breach of the same or different provision.

I understand and agree that: (1) this Best Doctors Program shall be construed and governed in accordance with the applicable laws of the State of Florida, without regard to its conflict of laws provision; (2) any action at law or in equity arising out of or relating in any way to this Best Doctors Program shall only be filed in the state or federal courts located in Broward County, Florida; (3) I hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action; and (4) any cause of action that I bring pursuant to this Best Doctors Program must be filed within one (1) year after the cause of action arose or shall be forever waived and barred.

By signing this Agreement, I acknowledge and agree that: (1) I have carefully read, fully understand, and voluntarily agree to this Agreement in its entirety; (2) I knowingly and voluntarily intend to be legally bound by this Agreement; (3) I am duly authorized and have full authority to execute this Agreement; (4) I am not breaching any obligation to any third party or infringing or otherwise violating any third party’s rights, in any way, by executing or performing under this Agreement.