



WOOSAH UNITED

MEMBERSHIP APPLICATION, ELIGIBILITY STANDARDS & PARTICIPATION AGREEMENT

Agreement Version Date: February 2026 | Revised for Michigan & Federal Law Compliance

SECTION 1 — MEMBERSHIP ELIGIBILITY & PARTICIPATION STANDARDS

Woosah United is a professional wellness business membership organization. Our purpose is to provide a collaborative environment for independent wellness practitioners, product makers, and service-based businesses to connect, grow, and serve the public.

Membership decisions are based solely on business, safety, professionalism, and operational criteria. Woosah United does not evaluate or restrict participation based on personal beliefs, religion, identity, background, or lawful business modality.

1. Eligible Businesses

Applicants must operate a legitimate wellness-related business that fits at least one of the following:

- Holistic or wellness practitioner
- Wellness service provider
- Health-supportive educator or coach
- Wellness product brand or maker
- Retailer offering wellness-related products or services

All members must be operating as an independent business and not as an individual hobbyist.

2. Basic Business Requirements

To be accepted and remain a member, a business must:

- Be actively operating (not an idea or future concept)
- Represent its services and products honestly and in compliance with the Michigan Consumer Protection Act (MCL 445.901 et seq.)
- Follow all local, state, and federal laws applicable to its business
- Hold any licenses or certifications legally required for its modality under the Michigan Public Health Code (MCL 333.1101 et seq.) or applicable state licensing statutes
- Maintain appropriate liability insurance when legally required or when participating in events
- Use safe, sanitary, and professional practices when interacting with the public in compliance with applicable OSHA regulations (29 U.S.C. §651 et seq.) and state safety standards

3. Professional Conduct Standards

Members agree to:

- Treat clients, customers, and other members respectfully
- Not harass, threaten, intimidate, or pressure clients or members
- Not interfere with another member's business relationships
- Not misrepresent their credentials, training, or results
- Not make false medical claims or guarantees of cures
- Maintain appropriate boundaries with clients and at events

Woosah United is a collaborative professional environment. Conduct that disrupts events, damages trust, or harms the reputation of the organization may result in review.

4. Event & Public Safety Standards

For participation in Woosah events:

- Members must follow venue rules and safety requirements
- Booth areas must be safe and sanitary
- Products must be properly labeled where applicable
- No illegal substances or unsafe practices are permitted
- Members may only provide services within their training and legal scope of practice

5. Non-Discrimination

Woosah United is an open professional business community. Membership is not determined by personal identity, spiritual belief, religion, political belief, nationality, orientation, or background.

In accordance with the Michigan Elliott-Larsen Civil Rights Act (MCL 37.2101 et seq.), as amended by Public Act 6 of 2023, Woosah United does not discriminate in membership decisions on the basis of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, marital status, or disability. In accordance with the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) and the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), Woosah United shall provide reasonable accommodations for members with disabilities at events and activities upon request. Decisions are based only on business operation, professionalism, safety, and compliance with these standards.

6. Membership Review Process

Membership may be reviewed if:

- A member violates the standards above
- Safety concerns are reported
- Legal compliance issues arise
- Repeated unprofessional conduct occurs
- The business is no longer operating legitimately

Woosah United may request clarification, documentation, or corrective action before further participation.

7. Corrective Action & Due Process

If an issue occurs, Woosah United may:

1. Provide a written notice describing the concern
2. Request corrective action within a reasonable timeframe
3. Temporarily pause event participation
4. Suspend membership
5. End membership

Actions are based on business standards and organizational protection, not personal disagreements. The affected member shall receive written notice of any adverse membership action and shall have the opportunity to respond in writing within fourteen (14) calendar days of receipt of the notice. All notices under this section shall be delivered to the member's email address on file.

8. Membership Termination

Membership may be ended if a member:

- Fails to meet eligibility standards
- Creates safety or legal risk
- Repeatedly violates conduct expectations
- Refuses corrective action
- Damages the organization's professional integrity

Termination is an administrative business decision intended to protect members, the public, and the organization. Terminated members shall receive a written statement of the reason(s) for termination.

SECTION 2 — PURPOSE OF WOOSAH UNITED

Woosah United is a community-based networking and collaboration organization connecting independent businesses, practitioners, and entrepreneurs. Woosah United provides opportunities for connection, visibility, education, and optional participation in community events and markets.

Woosah United provides a community platform only. Membership does not create an employment, partnership, agency, managerial, or representative relationship between Woosah United and any member.

SECTION 3 — INDEPENDENT MEMBER STATUS

All members operate independent businesses and remain solely responsible for their own activities. For purposes of federal tax law (26 U.S.C. §3401 et seq.) and Michigan employment law (MCL 421.1 et seq.), members are independent contractors and not employees of Woosah United. Woosah United does not withhold taxes, provide benefits, or exercise control over the manner and means by which members conduct their business activities.

Membership does NOT create:

- Employment
- Partnership
- Joint venture
- Agency relationship
- Business representation

Each member is fully responsible for:

- Services and products offered
- Business licensing and permits
- Insurance coverage
- Taxes and financial reporting
- Advertising and representations
- Customer interactions and outcomes

Members acknowledge they operate independent businesses and Woosah United does not supervise, control, direct, or manage member services, products, pricing, client interactions, or business practices. Each member is solely responsible for their professional decisions and outcomes.

SECTION 4 — DIRECTORY & PUBLIC LISTINGS

Members may choose to be listed in the Woosah United directory, website, social media, or promotional materials.

Woosah United does not guarantee:

- Customer leads
- Sales

- Referrals
- Results
- Business success

SECTION 5 — CODE OF CONDUCT

Members agree to:

- Act respectfully toward other members and the public
- Avoid harassment, defamation, pressure, or misrepresentation as defined under MCL 750.411h (stalking) and MCL 750.411i (aggravated stalking)
- Avoid false or misleading claims in violation of the Michigan Consumer Protection Act (MCL 445.903)
- Not represent themselves as Woosah United leadership or staff
- Comply with all applicable local, state, and federal laws and regulations
- Conduct business in a manner that does not interfere with another member's lawful participation in the community

Members may not attempt to exclude, discourage, or restrict another member's participation based on personal beliefs, viewpoints, identity, or lawful business category. Such conduct may constitute a violation of the Elliott-Larsen Civil Rights Act (MCL 37.2701) and may result in disciplinary action under Section 7 of this Agreement.

Woosah United prohibits retaliation against any member who reports a violation of this Agreement, files a complaint, or participates in an investigation. Retaliation includes any adverse membership action taken because a member exercised their rights under this Agreement or applicable law.

Conduct that creates a hostile, exclusionary, or disruptive environment within the community may result in suspension or removal from membership or participation in events or programs.

SECTION 6 — EVENTS & MARKET PARTICIPATION

Participation in any Woosah United event, class, meeting, or market is voluntary. Members are responsible for compliance with all applicable Michigan fire safety codes (MCL 29.1 et seq.), local health department regulations, and venue-specific rules.

Members acknowledge:

- They choose whether to participate
- They manage their own setup, equipment, and belongings
- Woosah United does not supervise vendor activity
- Woosah United does not control vendor-customer interactions

Event participation may require separate applications, waivers, or venue rules. Members must comply with all event and venue requirements.

SECTION 7 — VENDORS, VENUES & THIRD PARTIES

Other vendors, speakers, facilitators, and businesses participate independently. Woosah United does not endorse, certify, verify, or guarantee participant services or products.

Woosah United is not responsible for:

- Venue safety conditions
- Property conditions
- Accidents or injuries
- Venue rules or policies
- Theft, damage, or loss of property

SECTION 8 — NO PROFESSIONAL ADVICE

Woosah United does not provide medical, legal, therapeutic, or financial advice. All shared information is educational and informational only. No content, discussion, or material provided through Woosah United activities constitutes professional advice or creates a professional-client relationship.

Wellness products and services offered by members are not intended to diagnose, treat, cure, or prevent any disease. Members are required to comply with all applicable federal and state regulations regarding health claims, including the Federal Trade Commission Act (15 U.S.C. §41 et seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §321 et seq.) regarding product labeling and claims, the Michigan Consumer Protection Act (MCL 445.901 et seq.), and the Michigan Public Health Code (MCL 333.1101 et seq.) regarding scope of practice limitations. Members shall not make false, misleading, or unsubstantiated claims about their products or services.

SECTION 9 — ASSUMPTION OF RISK & LIABILITY WAIVER

This waiver is intended to be enforceable under Michigan law. Pursuant to Michigan case law, exculpatory clauses must be clear, unambiguous, and conspicuous (*Terrill v. Stacy*, 2006 Mich. App. LEXIS 522). Participation in Woosah United activities involves interaction with the public, independent businesses, wellness products, and various environments. Members voluntarily accept responsibility for their conduct, property, and activities.

Inherent Risks. Members acknowledge that participation in Woosah United activities, including events, markets, classes, and meetings, carries inherent risks including but not limited to: physical injury from setup or teardown activities; allergic reactions to products, herbs, essential oils, or other wellness items present at events; slips, trips, and falls at venues; property damage or theft; exposure to communicable illness in group settings; burns, cuts, or injuries from equipment or tools; emotional distress from wellness practices or group interactions; and interactions with other independent vendors and the general public.

Members release Woosah United, its founder, leadership, volunteers, representatives, partners, and venues from claims, damages, injuries, losses, or liabilities related to participation.

This release applies to claims arising from ordinary negligence and applies to all Woosah United meetings, events, markets, online spaces, communications, and activities.

Exclusions. This waiver does NOT release Woosah United from liability for gross negligence, reckless conduct, willful misconduct, or intentional acts. Michigan courts do not enforce liability waivers that attempt to shield a party from conduct exceeding ordinary negligence.

Minors. Pursuant to *Woodman v. Kera LLC*, 486 Mich. 228 (2010), a parent or guardian may not waive a minor's right to bring a future claim for injury. This Agreement may only be executed by individuals who are eighteen (18) years of age or older. Any waiver signed by or on behalf of a minor is void and unenforceable.

SECTION 10 — MEDIA CONSENT

Members grant Woosah United a non-exclusive, royalty-free license to use photographs and video of their business, products, and booth for promotional purposes without additional compensation. This grant of license is made in accordance with applicable copyright law (17 U.S.C. §101 et seq.) and Michigan common law regarding the right of publicity.

Members may revoke media consent in writing at any time, and Woosah United will make reasonable efforts to remove previously published materials upon receipt of a written revocation request. Revocation shall not apply to materials already distributed to third parties prior to the date of revocation. Woosah United shall not use member images or likenesses in a manner that implies endorsement of any product or service unrelated to Woosah United without separate written consent.

SECTION 11 — INDEMNIFICATION

Members agree to indemnify, defend, and hold harmless Woosah United, its founder, leadership, volunteers, representatives, partners, and venues from any and all claims, demands, damages, losses, liabilities, costs, and

expenses (including reasonable attorney's fees) arising from or related to: the member's business activities, products, services, or conduct; any breach of this Agreement by the member; or any violation of applicable law by the member. Pursuant to Michigan law (*Sherman v. DeMaria Bldg. Co.*, 513 N.W.2d 187 (Mich. App. 2003)), this indemnification provision shall be construed according to its plain terms.

SECTION 12 — RIGHT TO MODIFY & ADMINISTRATIVE AUTHORITY

Woosah United reserves the right to update participation standards, policies, safety requirements, or operational procedures at any time to protect members, venues, and the public. Pursuant to Michigan contract law principles regarding modification and adequate consideration (*Quality Products & Concepts Co. v. Nagel Precision, Inc.*, 469 Mich. 362 (2003)), members will be notified of material changes via the email address on file no fewer than thirty (30) days before such changes take effect. Continued membership or participation thirty (30) days after notice constitutes acceptance of updated terms. Members who do not agree to modified terms may withdraw from membership pursuant to Section 15.

Woosah United retains administrative authority to interpret and apply these standards in good faith for the functioning and safety of the organization.

SECTION 13 — PRIVACY & DATA PROTECTION

Woosah United collects personal information (name, business name, address, email, phone) solely for the purposes of membership administration, event coordination, directory listings, and organizational communication. In compliance with the Michigan Identity Theft Protection Act (MCL 445.61 et seq.), Woosah United shall implement and maintain reasonable security measures to protect members' personal identifying information from unauthorized access, use, or disclosure.

Woosah United will not sell, rent, or distribute member personal information to unaffiliated third parties without the member's prior written consent, except as required by law or legal process. In the event of a security breach involving personal information, Woosah United shall provide notice to affected members in accordance with MCL 445.72 without unreasonable delay. Members may request access to, correction of, or deletion of their personal data by submitting a written request to Woosah United leadership.

SECTION 14 — DISPUTE RESOLUTION

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or membership in Woosah United, the parties agree to attempt to resolve the matter through good-faith informal negotiation for a period of thirty (30) days. Written notice of the dispute must be delivered to the other party specifying the nature of the claim and the relief sought.

If informal negotiation does not resolve the dispute, the parties agree to submit the matter to non-binding mediation in accordance with Michigan Court Rule 2.411 (Case Evaluation) or MCR 2.403 (Mediation), administered by a mutually agreed-upon mediator in Wayne County, Michigan, before initiating any legal proceeding. The costs of mediation shall be shared equally between the parties. If mediation is unsuccessful, either party may pursue litigation in accordance with the venue provisions of Section 20.

Nothing in this section prevents either party from seeking emergency injunctive relief from a court of competent jurisdiction where immediate and irreparable harm would otherwise result. The statute of limitations for any claim arising under this Agreement shall be governed by applicable Michigan law, including MCL 600.5807 (six-year limitation for contract actions).

SECTION 15 — MEMBERSHIP TERM & FEES

Membership terms, dues, and fee schedules are established separately by Woosah United and communicated to members at the time of application. Payment of applicable membership fees constitutes valid consideration for this Agreement under Michigan contract law. Woosah United reserves the right to adjust fees with thirty (30) days'

written notice to members. Fee changes shall not apply retroactively to fees already paid.

Members may voluntarily withdraw from membership at any time by providing written notice to Woosah United. Fees already paid are non-refundable unless otherwise stated in a separate fee schedule or as required by the Michigan Consumer Protection Act (MCL 445.901 et seq.). Woosah United shall provide a written receipt or confirmation of payment for all membership fees collected.

SECTION 16 — INTELLECTUAL PROPERTY

The Woosah United name, logo, trademarks, and branding materials are the exclusive property of Woosah United, protected under the Lanham Act (15 U.S.C. §1051 et seq.) and Michigan common law trademark protections. Members may not use Woosah United branding in any manner that implies endorsement, partnership, or affiliation beyond active membership status without prior written approval. Unauthorized use of Woosah United trademarks may result in legal action for trademark infringement under federal and state law.

Upon termination or withdrawal of membership, all rights to use Woosah United branding cease immediately. Former members must remove all Woosah United branding from their materials, websites, and social media within fourteen (14) calendar days of termination. Each member retains all intellectual property rights in their own business name, products, methods, and original materials.

SECTION 17 — FORCE MAJEURE

Consistent with the doctrine of impossibility and impracticability under Michigan contract law and UCC §2-615 (MCL 440.2615), Woosah United shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics or public health emergencies, government orders or executive actions, venue closures, severe weather, acts of terrorism, civil unrest, utility failures, or internet or technology disruptions. Woosah United shall provide prompt notice to members when a force majeure event affects scheduled activities and shall resume obligations as soon as reasonably practicable after the event concludes.

SECTION 18 — SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, consistent with Michigan courts' approach to severability (*Brunsell v. City of Zeeland*, 467 Mich. 293 (2002)). The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the parties. If the invalid provision cannot be so modified, it shall be severed from this Agreement and the remaining provisions shall be enforced as written.

SECTION 19 — ENTIRE AGREEMENT

This Agreement, together with any separate event applications, fee schedules, or policies referenced herein, constitutes the entire agreement between the member and Woosah United regarding membership. This Agreement supersedes all prior oral or written representations, understandings, or agreements between the parties regarding membership. Pursuant to Michigan's parol evidence rule (*UAW-GM Human Resource Center v. KSL Recreation Corp.*, 228 Mich. App. 486 (1998)), no prior or contemporaneous oral or written statement not contained in this Agreement shall be admissible to vary, contradict, or supplement the terms of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

SECTION 20 — GOVERNING LAW & VENUE

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Wayne County, Michigan. The parties consent to the personal

jurisdiction of those courts pursuant to the Michigan long-arm statute (MCL 600.705 and MCL 600.715). By executing this Agreement, each member waives any objection to venue in Wayne County, Michigan, and waives any claim that such courts represent an inconvenient forum.

Claims arising under the Defend Trade Secrets Act (18 U.S.C. §1836 et seq.) may be brought in the United States District Court for the Eastern District of Michigan. The prevailing party in any legal action arising under this Agreement shall be entitled to recover reasonable attorney's fees and costs in accordance with applicable Michigan and federal law.

SECTION 21 — ELECTRONIC SIGNATURES

The parties agree that this Agreement may be executed electronically and that electronic signatures shall have the same legal force and effect as original ink signatures, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.). Specifically, pursuant to MCL 450.837, a record or signature shall not be denied legal effect or enforceability solely because it is in electronic form. Pursuant to MCL 450.839, an electronic signature is attributable to a person if it was the act of that person, which may be shown by the efficacy of any security procedure applied to determine the person to which the electronic signature was attributable. This provision also complies with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. §7001 et seq.).

SECTION 22 — MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is governed by the Michigan Uniform Trade Secrets Act (MCL 445.1901 et seq.) and the federal Defend Trade Secrets Act of 2016 (18 U.S.C. §1836 et seq.). As members of Woosah United, participants may have access to confidential and proprietary information belonging to other members, to Woosah United, or shared during events, meetings, workshops, and collaborative activities. All members agree to the following non-disclosure terms:

22.1 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one member or by Woosah United to another member, whether disclosed orally, in writing, electronically, or by observation. For purposes of this section, "Trade Secret" has the meaning set forth in MCL 445.1902(d), meaning information that derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information includes but is not limited to:

- Business plans, strategies, pricing, and financial information
- Client and customer lists, contact information, and referral sources
- Proprietary formulations, recipes, blends, techniques, or methods
- Marketing strategies, sales processes, and business development plans
- Trade secrets, intellectual property, and product development information
- Personal health or wellness information shared by clients or event attendees
- Internal Woosah United operations, membership data, and organizational strategies

22.2 Obligations of Receiving Member

Each member agrees to:

- Hold all Confidential Information in strict confidence
- Not disclose Confidential Information to any third party without the prior written consent of the disclosing party
- Not use Confidential Information for any purpose other than the collaborative activities of Woosah United

- Take reasonable measures to protect the confidentiality of information at least equal to those used to protect their own confidential information
- Not copy, reproduce, or distribute Confidential Information except as necessary for authorized Woosah United activities

22.3 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving member; (b) was already known to the receiving member prior to disclosure without obligation of confidentiality; (c) is independently developed by the receiving member without use of Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided the receiving member gives reasonable prior notice to the disclosing party when legally permitted.

22.4 Duration

The non-disclosure obligations under this section shall survive for a period of two (2) years following the termination or expiration of membership. Obligations regarding trade secrets shall continue for as long as the information qualifies as a trade secret under the Michigan Uniform Trade Secrets Act (MCL 445.1902(d)) and the federal Defend Trade Secrets Act (18 U.S.C. §1839(3)).

22.5 Remedies

The parties acknowledge that a breach of this non-disclosure agreement may cause irreparable harm for which monetary damages alone would be insufficient. In the event of a breach or threatened breach, the disclosing party shall be entitled to seek injunctive relief pursuant to MCL 445.1903 and/or 18 U.S.C. §1836(b)(3)(A), in addition to any other remedies available at law or in equity, including actual damages and unjust enrichment under MCL 445.1904 and 18 U.S.C. §1836(b)(3)(B).

22.6 Return of Information

Upon termination of membership or upon written request by the disclosing party, the receiving member shall promptly return or destroy all Confidential Information in their possession, including any copies, notes, or summaries derived from the Confidential Information, and shall confirm destruction in writing upon request.

22.7 Federal Whistleblower Immunity Notice

NOTICE REQUIRED BY FEDERAL LAW: Pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833(b)), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to court order.

SECTION 23 — ACKNOWLEDGEMENT

Please initial each line:

_____ Initial — I understand Woosah United may deny, suspend, or terminate membership based on the Membership Eligibility & Participation Standards

_____ Initial — I have read and agree to the Membership Eligibility & Participation Standards

_____ Initial — I have read and understand this agreement

_____ Initial — I am an independent business and not an employee, partner, or representative of Woosah United

_____ Initial — Participation in Woosah United activities is voluntary

_____ Initial — I am responsible for my services, products, and customer interactions

- _____ Initial — Woosah United does not guarantee sales, leads, or referrals
- _____ Initial — Woosah United does not supervise vendors or control public interactions
- _____ Initial — ASSUMPTION OF RISK & LIABILITY WAIVER — I understand the inherent risks described in Section 9 and voluntarily assume those risks
- _____ Initial — MEDIA RELEASE CONSENT — I understand I may revoke media consent in writing at any time
- _____ Initial — INDEMNIFICATION AGREEMENT
- _____ Initial — PRIVACY & DATA PROTECTION — I consent to the collection and use of my information as described in Section 13
- _____ Initial — DISPUTE RESOLUTION — I agree to attempt informal negotiation and mediation before litigation as described in Section 14
- _____ Initial — MUTUAL NON-DISCLOSURE AGREEMENT — I agree to hold all Confidential Information in strict confidence as described in Section 22
- _____ Initial — WHISTLEBLOWER IMMUNITY NOTICE — I acknowledge receipt of the federal whistleblower immunity notice under 18 U.S.C. §1833(b) as set forth in Section 22.7

MEMBER ACKNOWLEDGEMENT & SIGNATURE

Full Legal Name: _____

Business Name: _____

Business Address: _____

Email: _____

Phone: _____

I confirm I am at least 18 years of age and legally able to enter this agreement.

By signing below, I acknowledge I have read this entire agreement, understand it, had the opportunity to ask questions, and agree to comply with the Membership Eligibility & Participation Standards and Participation Agreement.

Printed Legal Name: _____

Electronic Signature: _____

Date: _____

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