

DIETITIAN SERVICE AGREEMENT & SUBSCRIPTION TERMS

This Agreement is entered into between:

DEVELOPERS:

Tenorio, Nash Ivan A.  
Ubana, Marc Noe V.  
Virrey, Lloyd Emman M.

LICENSED DIETITIAN:

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Professional Tax Receipt No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Email: \_\_\_\_\_

PROFESSIONAL SERVICES AND REVENUE SHARING CONTRACT

1. PURPOSE AND SCOPE

1.1 The Developer operates a mobile application platform called "Mama's Recipe" that connects licensed dietitians with users seeking personalized meal planning services focused on Filipino cuisine.

1.2 The Dietitian agrees to provide professional nutrition and meal planning services through the Platform in accordance with professional standards and applicable laws.

1.3 This Agreement establishes the terms for subscription management, payment processing, and revenue sharing between the parties.

2. SUBSCRIPTION STRUCTURE

2.1 Subscription Types

The Dietitian may offer the following subscription plans to users:

Subscription	Duration	Dietitian Sets Price
Basic (Weekly Plan)	7 Days	₱ _____ per week
Standard (Quarterly Plan)	90 Days	₱ _____ per quarter
Premium (Yearly Plan)	365 Days	₱ _____ per year

2.2 Pricing Flexibility

- Dietitians may set their own subscription rates based on their qualifications, experience, and rating on the Platform
- Higher-rated dietitians may charge high rates
- Price changes require 7 days advance notice to existing subscribers

### **3. PAYMENT PROCESSING**

#### **3.1 Payment Method**

- The Dietitian shall upload a valid QR code linked to their registered bank account or e-wallet (GCash, PayMaya, etc.) on their profile
- Users will send payments directly to the Dietitian using this QR code
- All payment transactions occur outside the Platform's direct processing

#### **3.2 Payment Verification**

- Users must upload proof of payment (screenshot/receipt) through the Platform's messaging function
- The Dietitian must verify and approve payment within 48 hours of receipt
- Upon approval, the user gains access to the Dietitian's meal plans for the subscribed period

#### **3.3 Payment Records**

- The Dietitian must maintain accurate records of all payments received through the Platform
- Records must be available for audit upon Developer's reasonable request

### **4. REVENUE SHARING AGREEMENT**

#### **4.1 Platform Fee Structure**

The Dietitian agrees to remit to the Developer a platform maintenance fee calculated as follows:

Tiered structure based on monthly revenue:

- ₱0 - ₱10,000: 12% platform fee
- ₱10,001 - ₱30,000: 15% platform fee
- ₱30,001 and above: 18% platform fee

#### **4.2 Calculation Example** If a user pays ₱2,000 for a monthly subscription:

- Dietitian receives: ₱2,000
- Platform fee (15%): ₱300
- Dietitian retains: ₱1,700

#### **4.3 Remittance Schedule**

- The Dietitian shall remit the platform fee within seven (7) business days from the date of receiving payment from the user
- Business days exclude Saturdays, Sundays, and Philippine national holidays
- Remittance shall be made to the Developer's designated account (details provided separately)

#### **4.4 Monthly Statement**

- By the 5th day of each month, the Dietitian shall submit a statement of all subscriptions received in the previous month
- Statement must include: date of payment, user identifier, subscription type, amount received, and platform fee due

#### **4.5 Late Payment**

- Payments not received within the 7-business-day period will incur a late fee of 2% per week

- Accounts overdue by more than 30 days may result in temporary suspension of the Dietitian's profile
- Accounts overdue by more than 60 days may result in termination of this Agreement

## **5. DIETITIAN OBLIGATIONS**

### **5.1 Professional Standards**

- Maintain valid and current dietitian license throughout the term
- Provide accurate, evidence-based nutritional guidance
- Create meal plans that comply with professional dietary standards
- Respond to user inquiries within 24-48 hours

### **5.2 Platform Compliance**

- Upload and maintain current QR code for payments
- Verify user payments promptly (within 48 hours)
- Submit accurate revenue reports monthly
- Remit platform fees on time
- Maintain professional conduct in all user communications

### **5.3 Content Quality**

- Post original, culturally appropriate Filipino meal plans
- Ensure meal plans include accurate nutritional information
- Update meal plans regularly (minimum 2 new plans per month)
- Tag meal plans appropriately (health goals, dietary restrictions, etc.)

### **5.4 User Privacy**

- Maintain confidentiality of user health information
- Comply with Data Privacy Act of 2012 (RA 10173)
- Not share user information outside the Platform

## **6. DEVELOPER OBLIGATIONS**

### **6.1 Platform Maintenance**

- Maintain functional and secure application infrastructure
- Provide 99.5% uptime (excluding scheduled maintenance)
- Ensure secure payment verification system
- Provide technical support for platform-related issues

### **6.2 Dietitian Support**

- Verify dietitian credentials before account activation
- Provide training materials for platform use
- Offer technical assistance for profile management
- Process revenue reports and confirm receipt of platform fees

### **6.3 User Management**

- Verify user accounts and manage subscriptions
- Facilitate communication between users and dietitians
- Handle user complaints and disputes fairly
- Protect both dietitian and user data

## **7. MUTUAL AGREEMENT THROUGH MESSAGING**

### **7.1 Consultation Agreements**

- Specific arrangements between Dietitian and user (e.g., personalized consultations, custom meal plans) may be negotiated through the Platform's messaging function
- Additional fees for custom services are subject to the same revenue-sharing terms

### **7.2 Documentation**

- Important agreements made via messaging should be summarized and confirmed by both parties
- The Platform's message history serves as record of agreements

## **8. TERM AND TERMINATION**

### **8.1 Initial Term**

This Agreement shall commence on \_\_\_\_\_ and continue for one (1) year, automatically renewing unless terminated.

### **8.2 Termination by Dietitian**

- May terminate with 30 days written notice
- Must fulfill obligations to existing subscribers
- Must remit all outstanding platform fees before termination

### **8.3 Termination by Developer**

- May terminate immediately for breach of professional standards
- May terminate with 30 days' notice for convenience
- May suspend account for non-payment of platform fees

### **8.4 Effect of Termination**

- Dietitian profile will be deactivated
- Existing subscriber access continues until subscription end
- All outstanding fees must be settled within 15 days

## **9. DISPUTE RESOLUTION**

9.1 Any disputes shall first be resolved through good-faith negotiation between parties.

9.2 If unresolved within 30 days, disputes shall be submitted to mediation.

9.3 Venue for any legal action shall be Batangas City, Philippines.

## **10. MISCELLANEOUS**

### **10.1 Independent Contractor**

- The Dietitian is an independent contractor, not an employee of the Developer.

### **10.2 Amendments**

- This Agreement may be amended only in writing signed by both parties.

### **10.3 Entire Agreement**

- This constitutes the entire agreement between parties regarding the subject matter.

### **10.4 Severability**

- If any provision is found invalid, the remainder shall continue in effect.

**ACCEPTANCE AND SIGNATURE**

By signing below, the Dietitian acknowledges that they have read, understood, and agree to be bound by all terms and conditions of this Agreement.

DIETITIAN:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

License Number: \_\_\_\_\_

DEVELOPERS

Signature: \_\_\_\_\_

Printed Name: TENORIO, NASH IVAN A.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: UBANA, MARC NOE V.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: VIRREY, LLOYD EMMAN M.

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_