



FACILITATOR LICENSE AGREEMENT

LICENSE AGREEMENT FOR PROTOTYPE YOU FACILITATORS

DECEMBER 2021

Introduction

This is an agreement between:

Prototype You having its registered address at Vechtstraat 40, 2515 SV The Hague, The Netherlands, represented by Kristiaan Hartmann, ("**Prototype You**");

and licensee ("**you**" or "**licensee**").

This agreement describes the terms and conditions relating to the use of materials created and promoted by **Prototype You** as well as the use of the Prototype You methodology and trademark.

Qualification of licensed facilitators

You agree to participate the **Prototype You Facilitator Training**.

After participation, and after payment of the subscription fee, you will be recognized as a Licensed Facilitator ("**LF**") and you will receive a Facilitator Certificate. You will then be eligible to organize programs using the Prototype You trademark, and to use the materials supplied and or created by Prototype You and the methodology created by Prototype You. Regarding the use of the Prototype You trademark, it is important that you always make clear that the Prototype You methodology is used but that you are not acting on behalf of or as part of Prototype You. By presenting yourself as Licensed Prototype You Facilitator. Unless you are explicitly hired by Prototype You.

Preparation of licensed facilitators

The approach and method to prepare and develop yourself as a LF is for you to choose. We recommend you to facilitate your first program with an experience LF or member from the Prototype You organization. Other options are reading suggested literature, attending multiple events or sessions by different LFs, and/or attending online events organized by Prototype You.

Subscription to the licensed content

Prototype You will charge a subscription 750 Euro per year for regular updates of, and continued access to the licensed materials owned by Prototype You and for the use of the Prototype You methodology as well as the use of the Prototype You trademark with the obligation to make it clear that you are acting independently but using the Prototype You methodology. You are expected to subscribe to this service (as an individual), as long as you are scheduling new programs, events or sessions, for a minimum duration of one year. The subscription starts when you have paid the license fee and finished the Prototype You Facilitator Training, and is automatically renewed on an annual basis, unless explicitly cancelled by you subject to a notice period of one (1) month. You allow us to change the regular fees, with a maximum of 10%, at most once per year, without the need to update this agreement.

Usage of content by facilitators

Prototype You will provide you with content for all programs using the brand name / (registered) trademark. These materials are exclusively collected and designed by Prototype You and supplied and maintained by Prototype You. All intellectual property rights related to the materials, including any copyrights and (registered) trademarks, supplied by Prototype You to you under the brand name / trademark, are the sole property of Prototype You. For the avoidance of any doubt, you will receive a non-exclusive, non-sublicensable and non-transferrable right (license) to use the materials in combination with the trademark of Prototype You and to make use of the Prototype You methodology. You have to make clear that you are using the Prototype You methodology but that you are not part of the Prototype You organisation. Upon request, you agree to provide Prototype You with feedback on usage of content modules in any event or session you facilitated.

Customization of content by facilitators

As a facilitator, you are not allowed to personalize and customize the materials you use. You can only do so when discussed and received permission by Prototype You. You are responsible for guaranteeing that your customizations do not infringe upon the rights of third parties.

Event fee from facilitators

To use hardcopy materials, such as workbooks for participants, you agree to pay a fixed fee of 80 Euro per participant. You will provide the address(es) where the materials need to be delivered by Prototype You and when the delivery should take place. You agree that you will provide the information at least 4 weeks upon the delivery date. Prototype You will make sure the hardcopy materials will be delivered to the indicates address(es) as long as they are in The Netherlands. You allow us to change the regular fees without the need to update this agreement. Prototype You will communicate any changes to this fee 3 months in advance. Upon Prototype You's first request, you will provide Prototype You with all relevant documentation in order to ensure that all conditions under this License Agreement are observed and performed, but exclusively for this purpose. The extent of any such audit is solely determined by Prototype You. Such right shall exist for 2 years after the termination

of the Agreement. Should an audit reveal any difference between the reported amounts and the actual audited amounts, and should this not be due to a mere oversight, Licensee shall be charged a penalty equivalent to the fees not paid, and this penalty will be added to the unpaid amount. In such case, Licensee has to bear the costs incurred by Licensor for the audit.

Organization of events by facilitators

You are responsible for scheduling programs, events or sessions, their quality, the selection of business partners for logistics, locations, registration, etc. You cannot retain the services of other (co-)facilitators for official brand topics, unless these (co-)facilitators have also signed this same agreement separately with Prototype You. You will act as the primary contact for all scheduled programs, events and sessions, and you will inform Prototype You of all new programs, events or sessions, changes or cancellations. Prototype You has the right to terminate this License Agreement without a notice period in the event that it is of the opinion that the quality of your events or sessions do not meet the Prototype You standards.

For quality control the programs can be facilitated by one LF up to six participants. Programs with seven to 12 participants should be facilitated by two facilitators. For larger groups, please consult the Prototype You Team for advice.

For the avoidance of doubt: you have no right to organize training or education events aimed at training of third parties to carry out similar or identical events as the events organized by LF's.

Pricing of events by facilitators

The pricing of programs, events and sessions will be determined by you or your organizing business partners.

Promotion of content and events

Direct sales, and marketing for specific programs, events or sessions, is the primary responsibility of you and your organizing business partners.

Distribution of content

Original brand materials are only available for Licensed Facilitators and will not be made available to others. Prototype You grants facilitators permission to distribute read-only (PDF) versions of materials to attendees, paying customers and the marketing and sales materials to leads.

Collaboration of facilitators

You will have access to a platform for communication among facilitators and creators about the brand content, programs, events and sessions, where products and experiences can be discussed, and personal contributions can be shared.

Limitation of this agreement

Only individuals can apply for this license. The license is awarded to people (individual facilitators), not to businesses (such as publishers, training companies, or event organizers).

Term and Termination of this agreement

This License Agreement shall be effective as from the date that you have signed it, however only after participation, and after payment of the subscription fee, you will be recognized as a Licensed Facilitator (“LF”). This License Agreement shall continue for an indefinite term. You may terminate this agreement at any time, subject to a notice period of one (1) month, but you allow Prototype You and the Licensed Facilitators up to four weeks to adapt and make the necessary changes to repositories, websites, events and sessions. There will be no refund of the annual subscription fee.

Prototype You has the right to terminate this License Agreement at any time. In the event that Prototype You terminates this License Agreement and you are not in breach of any obligation under this License Agreement, there will be a refund for the months paid in advance for the subscription.

Should this License Agreement be terminated for any reason whatsoever, you will have to cease using all materials of Prototype You, including its trademark and methodology.

Applicable Law

This license Agreement is governed exclusively by Dutch Law, unless otherwise provided by mandatory law. All disputes arising in connection with this License Agreement, including disputes concerning the existence and validity thereof, will be settled by the competent court in The Hague, unless mandatory law provides otherwise.

Liability

To the fullest extent permitted by law, Prototype You shall not be liable to you for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your exercise of the rights granted to you under this License Agreement. In the event Prototype You would be found liable, the aggregate sum payable by Prototype You in respect of such liability shall in no event exceed the amount of the yearly subscription fee.

General

You are not authorized to transfer your rights and / or obligations under the Agreement to a third party without the prior written consent of Prototype You. Prototype You is entitled to transfer its rights and/or obligations under the Agreement to a third party or to an affiliate of Prototype You, without requiring your consent.

If and to the extent that any provision of these general terms and conditions or the Agreement is declared void, invalid or non-binding, this shall not affect the validity of the other provisions. In such a case the invalid clause will be replaced by a provision which is in line with the nature and purpose of the old provision.

Trust

We recognize that formal agreements are necessary to enable business and we are very thankful you are joining our family! But, we also agree that we engage in this collaboration with trust. We trust each other's best efforts and best intentions to make our collaboration a success for both parties. In case you feel you need to deviate from this agreement, please get in touch.

Name:

Date:

SIGNATURE