



MANAGEMENT 3.0

LICENSE AGREEMENT FOR FACILITATORS

Version 7.0 – 07 August 2024

License Agreement for Management 3.0 Facilitators

Introduction

This is an agreement between:

Management 3.0 B.V.
Korte Vijverberg 2,
2513 AB Den Haag, Pays-Bas
The Netherlands
VAT: NL 8525.30.699 B01

and

licensee data

<name facilitator>

<postal address>

<country>

<email address>

(hereafter referred to as “you”).

This agreement describes the terms and conditions relating to the use of materials and services created and promoted by Management 3.0 B.V. under the brand name of

Management 3.0

(hereafter also referred to as “the brand”), which is owned by Management 3.0 B.V., in events or sessions organized and facilitated by you and others under the same brand name.

When this agreement discusses material(s) or content, it refers to all materials created by Management 3.0 and provided to licensed facilitators.

For example: Materials are illustrations, downloadable products, marketing materials, learning objectives per module, workshop structure, learning objectives per workshop, visual identity guide, slide decks, sketch notes, example flipcharts, etc.

Services are membership community, virtual and in-person events, webshop, and the facilitator program.

Contract Number

This agreement has a contract number. Please use it in your communication with Management 3.0 when referring to this agreement in your inquiries or payments.

M30-1001

Duration and license fees

The license starts — at the latest — within five working days after we receive your payment, which can be any day of the month. Management 3.0 B.V. will charge a yearly license fee (see management30.com/fees). The minimum license duration is one year. In the first year, an additional onboarding fee is applicable to access all systems.

As long as you are subscribed to this service (as an individual), you can access the services and materials provided by Management 3.0 B.V.

Responsibilities of Management 3.0. and the Licensed Facilitator

What you can expect from Management 3.0 B.V.

Management 3.0 B.V. will, and not just:

1. Provide courseware, slide decks, illustrations, learning objectives per module, etc., for all Management 3.0 workshops and Management 3.0 modules;
2. Provide a platform for registering events, keeping track of attendees, and promoting your workshops via the Management 3.0 website;
3. Promote the Management 3.0 brand worldwide to support you in selling workshops;
4. Provide a platform for you to get in contact with Management 3.0 B.V.;
5. Provide marketing materials to you to be able to promote workshops and other Management 3.0 events;
6. Regularly update courseware and modules;
7. Organize events and create opportunities to connect with other facilitators;
8. Organize your onboarding process;

Management 3.0 B.V. will provide content (slide decks, illustrations, learning objectives, etc.) for all events, sessions, and modules using the brand name. These materials are exclusively collected by Management 3.0 and supplied and maintained by our content creators and translators. The materials, including any copyrights and trademarks provided by Management 3.0 B.V. to you under the brand name, are the property of Management 3.0 B.V. or their respective content creators.

Management 3.0 B.V. guarantees that it holds the exclusive rights to provide you with a license to use the brand materials.

The license fees cover listing all your public events and public sessions on the brand's central website, including their dates, detailed information, and locations.

Your responsibilities as a Licensed Facilitator (LF)

1. Taking part in the onboarding process and learning about the Do's and Don'ts as a LF;
2. Conducting events according to the newest standards of Management 3.0;
3. Registering all events (paid or free) in which our courseware or curriculum is used in the administration platform;
4. Register participants, ask for evaluations, and generate certificates through our administration platform;
5. Create and update your facilitator profile;
6. Prepare workshop and promotion materials with the most updated versions;
7. Proactively inform yourself about any content and policy updates;
8. Should you choose to offer follow-up workshops or want to be included in additional business opportunities, you will go through the Facilitator Growth Path as part of your professional facilitator development;
9. Support the shared learning and quality enhancement in the facilitator community by offering open spots in workshops to other facilitators or core team members;
10. Be an active member of the facilitator community.

Facilitator Journey

Onboarding process and access to facilitate workshops

Before facilitating Management 3.0 Workshops, you must complete the mandatory onboarding process organized by Management 3.0 B.V. or by Management 3.0 appointed representatives.

The onboarding process includes an orientation about materials and tools, workshop standards, and a mandatory knowledge test about the Foundation Workshop. The test can be repeated in case of failed attempts at no further costs.

After finishing the onboarding process and successfully passing the knowledge test, you will gain access to facilitate the Foundation Workshop and other workshops and events corresponding to your stage in the Facilitator Growth Path (explained in the section below) within the following three working days at the latest.

Some event types require further prerequisites to gain facilitation access. Please refer to the Development of Licensed Facilitators section to learn more.

For example: After passing the onboarding, you are allowed to facilitate the Foundation Workshop. However, if you want to facilitate one of the Agile Leadership Workshops, which are follow-ups to the Foundation, you need to “unlock” them with the process described in the Facilitator Growth Path.

Preparation to facilitate and participation in other facilitators' events

The approach and method to develop yourself as an LF is for you to choose. We recommend co-facilitating with an existing LF at least once to gain experience as a facilitator. Other options are watching recorded sessions of content creators, reading suggested literature, attending multiple events or sessions by different LFs, and/or attending online events organized by Management 3.0 B.V.

We also recommend contacting other facilitators politely to participate in a Foundation Workshop, which all facilitators have the right to do for free for mutual learning and improvement. The other LFs can limit the number of available seats and may require some compensation to cover the costs of catering, venue, and materials. This applies only to workshops that correspond with the workshops you can facilitate in your stage and where no extra license agreement is required. An example of a workshop that requires an extra license agreement is the Agility in HR Workshop.

For example: You can contact another facilitator and attend his or her workshop. He or she can charge you a small fee for lunch and coffee. It is up to the organizing LF to decide if you can participate as an attendee or only observe.

For example: You are not a licensed Agility in HR facilitator, but you would like to attend one of these workshops; while you can always do so as a normal participant, you cannot claim a free spot in such a workshop, as you are not eligible to conduct them yourself.

Development of Licensed Facilitators

Management 3.0 B.V. provides the opportunity for LF to specialize according to the Facilitator Growth Path. This includes the right to conduct specific workshops, to become certified as an Agile Leadership Facilitator or Management 3.0 Consultant, and to be considered for further business opportunities, including additional promotion. Details about tracks, requirements, fees, and benefits can be found in the Facilitator Growth Path FAQ.

Organization of events

As an LF, you are responsible for scheduling, organizing, and ensuring the quality of events or sessions, as well as selecting business partners for logistics, locations, registration, etc.

This encompasses the duty to promptly inform Management 3.0 B.V. of any new events or sessions, changes, or cancellations by updating our administration platform. Invoicing will be conducted based on the information recorded on this platform.

While direct sales and marketing for specific events or sessions remain primarily the responsibility of you as an LF, it is acknowledged that Management 3.0 B.V. may engage in marketing and selling workshops, which may involve staffing these events with eligible LF. In the event that Management 3.0 B.V. has provided a quote or proposal for a program, then you agree not to independently deliver or provide competing quotes for the same program to avoid conflicts of interest and ensure cohesive business practices.

Pricing of Events/Workshops

You and your organizing business partners will determine the pricing of events and sessions organized under the brand name. However, we may define minimum prices for specific regions. For regions without a minimum price policy, we strongly recommend aligning your prices with LF in the same region to avoid damage to the brand and the LF community. You must inform yourself if a minimum pricing policy is applicable for the region where a workshop is held and comply with these policies.

Event Fee from Facilitators

For any workshop or event branded as Management 3.0, for which you are financially rewarded (beyond mere compensation of travel and accommodation), including getting paid by an employer, you agree to pay a fixed location-dependent event fee for each hour (see management30.com/fees).

For example: You are employed by the company ACME as a facilitator. You host an in-house Foundation Workshop. You are required to register this workshop on our platform and pay the fees as described on management30.com/fees.

For example: You are a self-employed coach facilitating a two-hour session about Delegation and Empowerment at company ACME. You must register for this two-hour session on our platform and pay the fees described on management30.com/fees.

Events for which you are not compensated or promotional events, like Intro to Management 3.0 webinars, don't require an event fee. Promotional events shouldn't be longer than 4 hours and free for the participants. If scheduled in our administration platform, attendees can receive a "Thank you note" as proof of participation. However, no certificate with a badge can be generated for free events.

For example: You are invited to the conference Agile Africa to host a mini Management 3.0 workshop where you will talk about Delegation Poker and Moving Motivators using the official slide decks. You only get compensated for travel and accommodation. You should register this two-hour session on our platform, but no fee is required.

This fee structure always applies, regardless of whether the event or session is marketed under the brand name or not, but it is only applicable to the part of the event or session in which the official materials, e.g., slide decks, illustrations or learning objectives, supplied by Management 3.0 B.V., are being used.

For example: You organize a three-day workshop about Scrum, Scaled Scrum, etc., and during those three days in total, four hours will be about delegation levels and Moving Motivators. In that case, you need to create an event of four hours on the platform and pay a fee for four hours of using the brand materials.

As LF, you are accountable for paying the event fee. If you organize an event or session with business partners, you will remain accountable for paying the event fee.

For example: You partner with a company in another city. The company, for whatever reason, does not pay your share to you. We will still charge you for the event fee, as we have no contract or agreement with the other company.

We may raise the event fees, with a maximum of 10%, at most once per year and a reasonable time to adjust, without the need to update this agreement.

In-house Events

When you organize a private event or session in an organization (in-house), the regular event fee applies. You must register the event or session in the central system even if the attendees don't require a certificate. You will be invoiced as mentioned above.

When a LF is employed by a company and facilitates a workshop or session in-house, the LF needs to register this event in the workshop platform and be charged accordingly.

Payment Cycles and Restrictions in Case of Non-Payment

The standard payment cycle is 14 days. Payment reminders will be sent. After an invoice is overdue for over 35 days, your account on our administration platform will be limited. This will affect ALL events, the generation of certificates and might impact your development as a Certified Agile Leadership Facilitator, as respect for our standards is one of the requirements. The restriction will be lifted as soon as the overdue invoice is paid.

Management 3.0 Content

When using Management 3.0 materials, these must be clearly branded as Management 3.0 proprietary materials.

Usage of Content by Facilitators

You can use the materials for the brand workshops and/or events (in-person or online) and promote your workshops and/or events under the brand name.

While conducting workshops, choosing which materials you are using is up to you, as long as you follow the official delivery guidelines and learning experiences that Management 3.0 B.V. provides for each workshop and module.

For example: You could use the slide decks in a Foundation Workshop to teach attendees about Management 3.0, but you are also free to use a flipchart. As long as you cover the learning objectives stated in the guidelines and learning experiences of a module, it is ok.

You are only allowed to use the materials provided by Management 3.0 B.V. in interactive and live sessions or a recorded session of a maximum of one hour each to explicitly support a live workshop or to serve as free content to promote the brand or yourself as a facilitator.

For example, you cannot use the modules and/or illustrations to create an online learning course. We don't consider this an interactive or live learning experience for which we would issue a certificate. You are allowed to do a free webinar on Management 3.0 introduction.

When the license ends, you are no longer allowed to use any of the materials provided under this license agreement. Any digital copies made should be destroyed the moment the license expires.

Distribution of Content

Original (editable) brand materials are only available for LFs and must not be made available to others. Management 3.0 B.V. grants facilitators permission to distribute read-only (PDF) versions of materials to attendees.

If you distribute Management 3.0 materials in a non-permitted form or after your Management 3.0 licence has expired, you are legally responsible for compensating us for any revenue lost as a result.

Workshop standards

“Other” type workshops vs. standard workshops

Standard workshops, like the Foundation Workshop, have delivery guidelines that all LF must adhere to.

There is the possibility of creating “Other” type workshops with fewer guidelines that are not counted towards the eligibility to become a facilitator or as part of the Management 3.0 learning path.

An Other type workshop can be scheduled and called a Management 3.0 workshop when at least 75% of hours are used for Management 3.0 modules.

For example: You can schedule an Other Workshop of 16 hours, call it Management 3.0 Extra, and use six modules of the Foundation Workshop and talk about any other topic, for example, Large Scale Scrum, and still call it a Management 3.0 Workshop.

When more than 25% of the time is not spent on topics defined in the learning objectives of a Management 3.0 module, you are not allowed to call it a Management 3.0 Workshop. However,

you must still register the hours you used Management 3.0 materials or learning objectives in the workshop platform as a private event.

For example: You facilitate a workshop about Large Scale Scrum for three days, and you use four hours of Management 3.0 slide decks to explain Delegation Poker and Celebration Grid. In that case, you need to create a private session of four hours on the workshop platform. Please note it is not allowed to call a custom Other Workshop after a Management 3.0 standard workshop or create any similarities with these.

Any customizations you make in connection with the brand remain your sole property. You are responsible that your customizations do not infringe upon the rights of third parties.

Maximum number of attendees and workshop duration

There is a maximum number of attendees per standard workshop: 20. This applies to public and in-house workshops without any exceptions.

For example: Standard workshops are Foundation, Agile Team Leadership, etc. You can have more attendees in an Other Workshop type or Intro into Management 3.0 session.

You can extend a standard workshop with 25% of the default duration, but you must always use the minimum duration defined by Management 3.0.

For example: A Foundation workshop can be extended up to 20 hours, but it can never be less than 16 hours.

The default hours of a standard workshop always have to be interactive and live. It is not allowed to replace hours by asking attendees to watch recorded Management 3.0 materials.

It is, however, allowed to extend a standard workshop with recorded Management 3.0 materials. In custom workshops, you can include 25% recorded Management 3.0 materials. However, this has to be included in the total time defined for the workshop in the workshop platform. As it is fair, Management 3.0 BV receives payments for the usage of its materials.

For example: A Foundation Workshop should always be at least 16 hours of live classroom experience. It is ok to add two hours to enhance the workshop through recorded Management 3.0 materials, which participants watch in between sessions if these materials add extra value to the learning experience.

For example: You facilitate an Other Workshop called Scrum Leadership. Six hours are interactive sessions on Management 3.0 modules, and you ask attendees to watch two hours of

recorded Management 3.0 materials. You create an event of eight hours on the workshop platform.

Learning objectives

A standard workshop should always cover the learning objectives defined by Management 3.0 B.V., which are referred to as LED - Learning Experience Document.

For example: A Foundation Workshop will always cover the learning experiences of the defined modules according to the Learning experiences. If your customer would like to also learn about Hire Great People, you can extend the hours and add the module to the workshop. However, you also need to cover the predefined learning experiences.

Learning objectives are also applicable for single modules, with each one having its own learning experience document. Those have to be taken into consideration for other type workshops.

Naming of Events

When naming and promoting standard workshops, the official Management 3.0 Workshop names must be used.

For example: When promoting the Foundation Workshop, you will not call it "The Next Agile Leadership Premium Executive Event." However, you can use it as a descriptive element, such as Management 3.0 Foundation Workshop: Practices for Modern Managers.

Other type workshops and Intro to Management 3.0 sessions can be named the way you deem appropriate. Exception: they cannot be named like one of the standard workshops or one of our former standard workshops, that we have discontinued (e.g. the Fundamentals Online Workshop).

Attendee management

Attendees data

You agree to provide Management 3.0 B.V. with the email addresses of attendees of public events organized under the brand name, where possible, and only if attendees' certification applies.

Management 3.0 B.V. has the right to use such email addresses to evaluate events and sessions and for related marketing efforts. For private events and sessions, supplying attendees' email addresses to Management 3.0 B.V. is always optional unless attendees' certification applies.

Management 3.0 B.V. will always respect regulations, for example, GDPR, and provides a data processing agreement in the appendix of this document.

Evaluation by Attendees

Management 3.0 B.V. reserves the right to calculate average evaluation scores of events and sessions. You agree to the publication of these ratings where this is deemed necessary or beneficial. Management 3.0 B.V. will ensure all evaluations and ratings are shared with you.

We expect you to share the official evaluation form with all attendees to allow them to provide feedback.

If the evaluation forms or feedback from attendees indicate that the quality of an event or session offered by you was insufficient, we will ask you to improve the quality of your work. Management 3.0 B.V. reserves the right to terminate this agreement when quality remains poor. No refund of any fees will apply in this case. Management 3.0 B.V. will act reasonably, but in the end, it is up to Management 3.0 B.V., and alone Management 3.0 B.V., to make this decision.

Certification of Attendees

In return for each evaluation form, the attendees of a paid workshop will receive a certificate awarding them the certified participant level. You can generate certificates manually in case an attendee didn't send in an evaluation.

Collaboration and principles

Collaboration between LF

You will have access to a platform for communication among facilitators and the Management 3.0 team about the brand content, events, and sessions, where products and experiences can be discussed and personal contributions can be shared.

You are encouraged to attend other LF workshops and, on the other hand, let other LF join your workshops. This attendance should be free or purely logistical costs for Foundation Workshops as reciprocity acts. For the Agile Leadership Workshops, which are mandatory to attend to facilitate them, we recommend a reduced participation fee that we communicate in the FAQ to the Facilitator Growth Path. It is always possible for the conducting facilitator to waive this participation fee altogether in the spirit of shared learning or to agree on other non-monetary compensation.

We strongly believe that participating in each other's workshops and meeting for a debrief session serves the purpose of shared learning, continuous improvement, and high quality of Management 3.0 workshops.

Code of Conduct

We expect all facilitators to respect the Management 3.0 Facilitators Code of Conduct, which can be found as “Do’s and Don’ts” on the Management 3.0 Website (<https://management30.com/facilitators/license-agreement/>).

Violation of standards

If a party violates the standards for workshops or the Code of Conduct Management 3.0 B.V. reserves the right to consider consequences. This can include but is not limited to issuing additional invoices for breaking the maximum number of participants, refusing to certify facilitators in the Growth Path, or terminating this agreement altogether.

Trust

We recognize that formal agreements are necessary to enable business, but we also agree that we collaborate with trust. We trust each other’s best efforts and best intentions to make our collaboration a success for both parties.

License Renewal

After eleven months of the license, we will start to remind you about the approaching license expiry and request you to take action.

If you renew your license directly (or within 29 days):

- Experience data as facilitator is retained in the workshop platform (with no break period)
- No onboarding fee
- A voucher of 50 euros for the Management 3.0 webshop

If you renew your license after a break of between one and six months:

- Experience data as facilitator is retained in the workshop platform (with no break period)
- Onboarding fee: the same onboarding fee as for new facilitators

If you renew your license after a break of between seven and twelve months:

- Experience data as facilitator is retained in the workshop platform (with break period)
- Onboarding fee: the same onboarding fee as for new facilitators
- It is mandatory to pass the onboarding procedure before you can schedule workshops

If you renew your license after a break of between thirteen and twenty-four months:

- Experience data as a facilitator is **not** retained in the workshop platform
- Onboarding fee: the same onboarding fee as for new facilitators
- It is mandatory to pass the onboarding procedure before you can schedule workshops

If you renew your license after a break of twenty-four months:

- Experience data as a facilitator is **not** retained in the workshop platform
- Onboarding fee: the same onboarding fee as for new facilitators
- It is mandatory to pass the onboarding procedure before you can schedule workshops
- Meet the same criteria for every person who never was a facilitator

Each time you renew your license, you are required to sign and date the latest version of this License Agreement. When renewing directly, this will be processed through our administration platform. Otherwise, you will receive the license agreement via an e-signature platform.

Limitation of This Agreement

Only individuals can apply for this license. The license is awarded to people (individual facilitators), not businesses (such as publishers, training companies, or event organizers). For businesses, we offer separate company-bound licenses that cater better to the needs of such organizations.

Termination of This Agreement

You may terminate this agreement at any time. Still, you allow Management 3.0 B.V. and other Licensed Facilitators up to four weeks to adapt and make the necessary changes to repositories, websites, events, and sessions. However, there will be no refund of the annual license fee.

Management 3.0 B.V. may terminate this agreement when you are not acting according to this agreement. There will be no refund of the annual license fee; any upcoming events in the workshop system will be canceled.

Final Provisions

Dutch law applies to this license agreement and all additional agreements that Management 3.0 B.V. and you agree on.

In case any disputes may arise between Management 3.0 B.V. and you as a result of or in connection with the Licence Agreement, or as a result of or in connection with further agreements entered into between Management 3.0 B.V. and you in connection with the license agreement, must be submitted exclusively to the competent court in Rotterdam, the Netherlands.

Jean-Christophe Conticello, CEO

(name Management 3.0 B.V. representative) (name facilitator)

Rotterdam, The Netherlands

(location) (location)

(date) (date)


(signature) (signature facilitator)

Appendix to the Facilitator License Agreement:

Management 3.0 Processor Agreement

Article 1: Applicability

- 1.1 The use of the services of Management 3.0 B.V. (hereinafter: “**Management 3.0**”) pursuant to the License Agreement for Facilitators (the “**License Agreement**”), including by the providing of Management 3.0 of a platform for registering events, keeping track of attendees, the production and issue of certificates and the promotion of workshops via the Management 3.0 website, may constitute the processing of personal data within the meaning of Article 4.2 of the General Data Protection Regulation (“**GDPR**”). To the extent that you process personal data by using the services pursuant to the License Agreement and such processing is governed by the scope of the GDPR, the provisions of the present processor agreement (the “**Agreement**”) will apply.

Article 2: Scope and Purposes

- 2.1 Management 3.0 (the “**Processor**”) undertakes to process personal data on your instructions subject to the provisions of this Agreement. You will hereinafter be referred to as the “**Controller**”.
- 2.2 The Controller instructs to process all categories of personal data and data subjects, to the extent processed by the Controller through the services of the Processor.
- 2.3 The Processor will process personal data solely for purposes of the Processor's storage on the Processor's servers or those of third parties engaged by the Processor, of the production and issue of certificates created by or on behalf of the Processor. The Processor will not process the personal data for any purpose other than those established by the Controller. The Controller will notify the Processor of the purposes of processing to the extent not already stated in this Agreement.
- 2.4 The personal data to be processed on the instructions of the Controller will remain the property of the Controller and/or the relevant data subjects.

Article 3: General Obligations

- 3.1 The Processor will be responsible only for the processing of the personal data subject to this Agreement, in accordance with the instructions of the Controller and subject to the express ultimate responsibility of the Controller. In no event will the Processor be responsible for any other processing of personal data, in any event including but not limited to the collection of the personal data by the Controller, processing for any purposes other than those communicated by the Controller to the Processor, processing by any third parties and/or for any other purposes.
- 3.2 The Controller warrants that the contents and the use of, and the instruction to process, the personal data as referred to in this Agreement are not unlawful and do not infringe any rights

of third parties, including the data subjects. The Controller will indemnify the Processor against any claims brought by third parties, including authorities, as a result of breach of this obligation.

Article 4: Processor Obligations

4.1 In respect of the processing referred to in article 2, the Processor will ensure compliance with the applicable laws and regulations, in particular the GDPR.

4.2 The Processor's obligations as ensuing from this Agreement will also extend to those processing personal data under the authority of the Processor, including but not limited to employees, in the broadest sense.

4.3 To the extent within its power, the Processor will lend its assistance to the Controller for purposes of implementation of DPIAs within the meaning of Article 35 GDPR.

Article 5: Engaging Third Parties or Subcontractors

5.1 For purposes of this Agreement, the Processor may engage sub-processors, by having the personal data processed by the Controller for purposes of use of the services stored on third-party servers.

5.2 **Appendix 1** contains a list of sub-processors approved by the Controller. If the Processor wishes to use other sub-processors, the Processor will notify the Controller by email prior to the assignment of the sub-processors and take measures to ensure the same data protection obligations as set out in this Agreement shall be imposed on those sub-processors. If the Controller objects to the assignment by the Processor of the relevant sub-processors(s), the Controller will inform the Processor of this in writing or by e-mail within 2 weeks after it has been notified by the Controller, in which case both the Processor and the Controller will be authorized to terminate the License Agreement as of the date on which the sub-processor will commence its work for the Processor, without any obligation to compensate costs or damages.

5.3 The Processor will ensure that such third parties undertake in writing at least the same obligations as agreed between the Controller and the Processor.

5.4 The Processor warrants proper compliance with the obligations under this Agreement by any such third parties and, in the event of errors by such third parties, will be liable for any and all damage as if it had committed such error or errors itself, the Processor's liability being limited to that provided for in article 12 of this Agreement.

Article 6: Security

6.1 The Processor will endeavor to take the appropriate technical and organizational measures, as described in **Appendix 2**, to protect the personal data to be processed against loss or any form of unlawful processing (such as unauthorized access, impairment, modification or disclosure of the personal data).

6.2 The Parties establish that the security measures referred to in Article 6.1, are deemed appropriate technical and organizational measures to ensure a level of security appropriate to the

risk. The Processor does not guarantee that the security is effective under all circumstances. The Processor does guarantee that the agreed measures have been taken.

6.3 The Controller will make personal data available to the Processor for processing only if it has ascertained that the required security measures have been taken. The Controller will be responsible for compliance with the measures agreed between the Parties.

Article 7: Notification of Security Incident of Data Leak

7.1 In order to enable the Controller to perform its obligations under Articles 33 and 34 GDPR, the Processor will notify the Controller of any security incident or any data leak promptly upon discovery. A security incident will be understood as any breach of security within the meaning of article 6 of this Agreement. A data leak will be understood as any personal data breach within the meaning of Article 4.12 GDPR.

7.2 The Controller will be responsible for notification of the supervisory authority and/or any data subjects in the event of any data leak within the meaning of Articles 33 and 34 GDPR.

7.3 The notification by the Processor as referred to in article 7.1 will in any event include, to the extent applicable:

- the nature of the personal data breach, where possible stating the categories of data subjects and personal data involved and an estimate of the number of data subjects and personal data records involved;
- the name and contact details of the data protection officer or another contact for more information;
- the likely consequences of the personal data breach;
- the measures proposed or taken by the Processor in order to address the personal data breach, including, if the situation arises, the measures to mitigate any adverse effects thereof.

7.4 The Processor will document any data leaks in accordance with Article 33.5 comprising the facts relating to the personal data breach, its effects and the remedial action taken. The Processor will give the Controller access to such documentation on request.

Article 8: Handling requests from data subjects

8.1 In the event that a data subject submits a request to exercise their statutory rights (within the meaning of Articles 15 to 22 inclusive of the GDPR) to the Processor, the Processor may handle the request from the data subject itself subject to notification of the Controller of such handling.

8.2 The Processor may, however, pass on any costs of handling the request to the Controller, after the Processor has forwarded a quotation for this to the Controller and the Controller has approved this quotation.

Article 9: Monitoring compliance with security requirements

9.1 The Controller will have the right to instruct a third party, subject to a confidentiality obligation, to conduct audits in respect of compliance with the security requirements and any related matters.

9.2 Such audits may be conducted at the request of the Controller once per year, as well as in the event of suspected abuse of personal data. An audit will be conducted only after scheduling an appointment with the Processor, the Controller determining the desired scope of the audit in as concrete terms as possible, as the Processor must determine in advance whether the audit may disrupt any systems or services.

9.3 The Processor will lend its cooperation in the audit and provide all such information, including supporting data, such as system logs, and resources, as may be reasonably relevant to the audit as soon as possible.

9.4 The findings of the audit conducted will be reviewed by the Processor and may, at the Processor's discretion and in such a manner as the Processor may determine, be implemented by the Processor.

9.5 The costs of the audit will be payable by the Controller, unless the Processor is in material breach of its obligations under this Agreement.

Article 10: Confidentiality

10.1 Any and all personal data received by the Processor from the Controller and/or collected by the Processor itself for purposes of this Agreement must be kept confidential vis-à-vis third parties. The Processor will not use such information for any purposes other than the purpose for which it was obtained.

10.2 This confidentiality obligation will not apply to the extent that the Controller has granted its express consent to disclosure of the information to third parties, if disclosure of the information to third parties is logically necessary given the nature of the instruction given and performance of this Agreement, or in the event of a statutory duty to disclose the information to third parties.

Article 11: Term and termination

11.1 This Agreement will continue in effect for the term of the License Agreement and, in the absence thereof, or in the event that, for any reason whatsoever, the processing should continue after termination of the License Agreement, in any event for the duration of the partnership.

11.2 Upon termination of the Agreement, for any reason and in any manner whatsoever, the Processor will erase any and all personal data in its possession, unless storage is required pursuant to Union or Member State law.

Article 12: Liability and indemnification

12.1 Any liability of the Processor due to an attributable shortcoming under this Agreement or an unlawful act or otherwise, will be limited to 5 (five) times the amount owed by the Controller under the License Agreement in respect of license costs for one year, with a maximum of [EUR 10.000,-].

12.2 If the Processor is liable towards the Controller and if the damage suffered by the Controller consists of, or is the result of a penalty imposed by a data protection supervisory authority which is collected from the Controller as a result of the Processor failing to comply with this Agreement, the Processor's liability is, in derogation from the provisions of Article 12.1, limited to an amount of [EUR 20.000,-]. This also applies to any obligation to contribute in accordance with the provisions of Book 6, Title 2, Section 2 of the Dutch Civil Code Article 82, paragraph 5 of the DGPR or any other statutory provision, in the event that the Processor and the Controller are jointly and severally liable for such a penalty pursuant to the GDPR.

12.3 In no event will the Processor be liable to compensate any indirect and/or consequential damage suffered by the Controller. Indirect and/or consequential loss will include, but will not be limited to, all and any damage or loss that is the result of any loss of profits, loss of savings, reputational damage or loss of goodwill, damage due to interruption of the business of the Controller or due to loss or temporary non-availability of data, and damages resulting from claims of any third party on the Controller.

12.4 The Processor is never liable for damage that is the result of defects caused by third parties or malfunctions in software, hardware or networks, insofar as such a defect was not known to the Processor at the time of the occurrence of the damage and the Processor has taken all measures it should have taken based the GDPR and article 6 of this Agreement.

12.5 Any exclusion and limitation of liability in shall not apply if and insofar as the damage is the result of intent and/or gross negligence of the Processor.

12.6 Unless compliance by the Processor is permanently impossible, the liability of the Processor for an imputable failure to comply with the Agreement is subject to the Controller giving the Processor immediate and written notice of default, specifying a reasonable period - given the nature of the failure - to remedy the failure and the Processor continuing to imputably fail in the fulfilment of his obligations after that term. In order to allow the Processor to respond effectively, the notice of default must contain a description of the failure that is as accurate and detailed as possible.

Article 13: Transfer of personal data

13.1 The Processor may process the personal data in countries within the European Union. In addition, the Processor may also transfer the personal data to a country outside the European Union for purposes of proper performance of the service or services pursuant to the License Agreement, provided that this is permitted by the GDPR.

Article 14: Applicable law and dispute resolution

14.1 The Agreement and its performance will be governed by the laws of the Netherlands.

14.2 Any disputes that may arise between the Parties in connection with the Agreement will be submitted exclusively to the court that has jurisdiction pursuant to the License Agreement and the applicable Terms of Service.

Appendix 1 Description of Personal Data, data subjects, data processing purposes, sub-processors and contact details

The nature and purpose of the processing of personal data

The nature of the processing for which the processor is involved is:

- Providing a platform for registering events
- Keeping track of attendees
- Producing and issuing certificates to attendees
- Promoting the workshops of the Controller via the Management 3.0 website

The purposes of such processing and the purposes that are reasonably attached to it or that are stipulated with further permission are:

- Providing a platform for registering events
- Keeping track of attendees
- Producing and issuing certificates to attendees
- Promoting the workshops of the Controller via the Management 3.0 website

Data subjects

- Attendees

Approved sub-processors

- Workshop Butler

Contact details

[License Facilitator] as Controller

Function : License Facilitator
Name :
E-mail address :

Management 3.0 B.V. as Processor

Function : CEO
Name : Jean-Christophe Conticello
E-mail address : jcc@wemanity.com

Appendix 2 Technical and organizational security measures

Description of the technical and organizational security measures taken by the Processor in accordance with article 6:

- Access control through passwords;
- 2-factor authentication if possible;
- Secure Socket Layer (SSL) connection;
- an action plan in the event of an incident, such as a data breach;
- personal data is irreversibly destroyed