

Certified Partner Agreement

A simple, non-exclusive partnership for qualified facilitators, coaches, and team-development professionals who introduce organizations to Team Intelligence.

Version 1.0 Effective: [EFFECTIVE DATE] Business-to-business agreement

In plain terms: you introduce a team using your Partner Code; MindTime provides the Team Intelligence platform; you receive 40% of qualifying platform revenue after the deductions described below for as long as that team continues to renew and you remain a Partner in Good Standing. You set and keep 100% of the fees for any facilitation or coaching you provide directly.

This Certified Partner Agreement (the **Agreement**) is between:

MindTime Dynamics B.V., a private company with limited liability incorporated in the Netherlands, with its registered office at Groote Veen 71, 9761 DG Eelde, the Netherlands (**MindTime**); and

the person or legal entity identified in the application or electronic acceptance record (**Partner**).

The Agreement begins when MindTime approves the Partner's application and the Partner accepts these terms electronically, or when both parties sign a copy.

1. Purpose and status

1.1 MindTime appoints the Partner on a non-exclusive basis to introduce prospective team leaders and organizations to the Team Intelligence platform and, where the client chooses, to provide independent facilitation, coaching, or related professional services.

1.2 **Certified Partner** is the name of this commercial partner status. It does not mean that the Partner has been certified by MindTime. To qualify, the Partner must have successfully completed a recognized certification in facilitation, coaching, leadership development, or a comparable professional discipline accepted by MindTime. No prior MindTime certification is required.

1.3 The Partner is an independent business. Nothing in this Agreement creates employment, agency, franchise, joint venture, fiduciary duty, exclusivity, or authority for either party to bind the other.

2. What MindTime provides

MindTime will provide:

- access to the Certified Partner program and current partner materials;
- a personal Partner Code or link used to identify introductions;
- reasonable materials explaining Team Intelligence, the four-minute MindTime assessment, the three personal reports, team analysis, and Clara;
- reasonable reporting on attributed customer payments and Partner Share; and
- the opportunity for the Partner to be shown as the team's designated facilitator in the platform, subject to the team's choice and continued Partner Good Standing.

MindTime may improve, replace, or discontinue features and materials. It does not guarantee platform availability without interruption, any minimum number of introductions, referrals, customers, renewals, or any level of Partner income.

3. What the Partner agrees to do

The Partner will:

- provide accurate application, certification, tax, payment, and contact information and keep it current;
- review the partner learning materials needed to describe and use Team Intelligence responsibly;
- describe MindTime, Team Intelligence, Clara, pricing, and the partner relationship accurately and without unsupported claims;
- make clear that any facilitation or coaching is supplied by the Partner independently, not by MindTime;
- comply with applicable law, professional standards, confidentiality duties, the MindTime Privacy Policy, and reasonable written brand and program guidelines;
- protect Partner account credentials and Partner Codes from unauthorized use; and
- promptly tell MindTime of any complaint, data incident, conflict of interest, lapse in certification, or circumstance likely to affect the Partner's eligibility or professional standing.

4. Introduction and attribution

4.1 A team is an **Attributed Team** when its first Phase 1 purchase is completed using the Partner's valid Partner Code or link, or when MindTime has confirmed the Partner's introduction in writing before that purchase.

4.2 Attribution applies to that team's Phase 1 purchase, optional Phase 2 subscription, paid seat additions, and subsequent paid renewals of the same Team Intelligence account. It continues for as long as the Attributed Team continues to renew without a break in service and the Partner remains in Good Standing.

4.3 A Partner Code may be shared onward by a client or professional contact. If a new team validly enters through that code, it may become a separate Attributed Team.

4.4 An account cannot be attributed to more than one partner at the same time. MindTime's records will determine attribution absent a clear technical or administrative error. The Partner must raise any attribution query within 60 days after the relevant transaction appears, or should reasonably have appeared, on a Partner statement.

4.5 A team's decision to work with another facilitator does not automatically alter historic revenue attribution. MindTime may change attribution where the parties agree, the customer reasonably requests it, a code was used improperly, the original attribution resulted from error or misrepresentation, or the Partner is no longer in Good Standing.

5. Partner Share

5.1 MindTime will pay the Partner **40% of Net Platform Revenue** from each Attributed Team, subject only to the Phase 1 Partner Coupon adjustment in Section 6 (the **Partner Share**).

5.2 **Net Platform Revenue** means the applicable platform price, before any Partner Coupon, excluding or less:

- VAT, sales tax, and similar taxes collected or payable;
- credit-card, payment-processing, and transaction fees;
- refunds, credits, chargebacks, reversals, fraudulent payments, and uncollected amounts.

5.3 Partner Share applies only to Team Intelligence platform revenue. It does not apply to taxes, third-party products or services, separately priced custom development, separately agreed enterprise services, or the Partner's own professional fees.

5.4 The 40% rate is part of this Agreement and may not be reduced for an existing Partner without that Partner's written agreement. MindTime may change customer prices, packaging, billing frequency, and product features on reasonable notice. The Partner Share will then be calculated from the applicable Net Platform Revenue.

5.5 MindTime will provide a monthly statement for months in which Partner Share activity occurs. Unless MindTime operates a lawful automated payout process, the Partner will submit a valid invoice for the amount shown. MindTime will pay an undisputed valid invoice within 15 days of receipt. The Partner is responsible for its own income, corporation, payroll, and similar taxes and for any bank or foreign-exchange charges on receipt.

5.6 If a refund, chargeback, credit, or processing adjustment occurs after Partner Share has been paid, MindTime may deduct the corresponding overpayment from a later statement or request repayment if no later amount is due.

6. Partner Coupons - Phase 1 only

6.1 MindTime may allow the Partner to create or issue coupons in different discount amounts. **A Partner Coupon applies only to Phase 1.** It does not reduce the price of Phase 2, seat additions after Phase 1, or any renewal.

6.2 The Partner funds the entire Partner Coupon discount from the Partner's own Phase 1 Partner Share. MindTime's share is not reduced by a Partner Coupon. A Partner Coupon cannot exceed the Partner Base Share

available from the relevant Phase 1 sale.

Phase 1 coupon calculation

Partner Base Share = 40% of the applicable standard Phase 1 price, before the coupon and after VAT, payment-processing fees, refunds, and other transaction adjustments.

Phase 1 Partner Payout = Partner Base Share minus the full Partner Coupon discount, never less than zero.

A coupon is a customer discount. A Partner Code identifies the introducing Partner. A Partner Code may exist without a coupon.

7. The Partner's professional services

7.1 The Partner may offer a free onboarding conversation, ongoing support, workshops, coaching, facilitation, or other services at its own discretion.

7.2 Those services are contracted directly between the Partner and the client. The Partner sets its own scope, methods, prices, cancellation terms, insurance, and professional conditions and keeps 100% of the fees it charges. MindTime does not take a share of those fees.

7.3 MindTime is not a party to the Partner's client engagement and is not responsible for the Partner's acts, omissions, advice, outcomes, fees, taxes, or disputes. The Partner may not represent otherwise.

8. Responsible use, privacy, and confidentiality

8.1 Team Intelligence is intended to support understanding, communication, collaboration, and team development. The Partner must not present a MindTime profile, team analysis, or Clara output as a clinical diagnosis, medical or psychological advice, a guarantee of behavior or performance, or the sole basis for hiring, dismissal, promotion, compensation, or another decision producing legal or similarly significant effects.

8.2 The Partner will access personal reports, team information, or Clara content only where the relevant client or user has authorized that access and only for the agreed professional purpose. The Partner will apply appropriate security and confidentiality safeguards and will not download, copy, disclose, or reuse that information beyond the authorization received.

8.3 Each party is independently responsible for the personal data it controls. If the Partner processes personal data on behalf of MindTime or a client in circumstances requiring a data-processing agreement, the relevant parties will enter into one separately before that processing begins.

8.4 Each party will protect the other's non-public commercial, technical, client, pricing, and program information and use it only for this relationship. This duty does not apply to information that is public through no breach, already lawfully known, independently developed, or lawfully received without restriction. Required legal disclosure is permitted after notice where legally allowed.

9. Intellectual property and brand

9.1 MindTime Holding B.V. owns the underlying MindTime intellectual property and copyrights, including the MindTime methods, assessment, platform software, reports, Clara-related materials, trademarks, and partner resources. MindTime Dynamics B.V. operates the service under authority from MindTime Holding B.V.

9.2 During the Agreement, MindTime gives the Partner a limited, revocable, non-exclusive, non-transferable license to use approved MindTime names, marks, links, and partner materials solely to introduce and support Team Intelligence in accordance with current brand guidelines.

9.3 The Partner may not copy or adapt proprietary reports or materials except as expressly permitted, register confusingly similar names or domains, remove ownership notices, reverse engineer the platform, imply ownership, sublicense rights, or use MindTime intellectual property after this Agreement ends.

9.4 The Partner may accurately describe itself as a **Certified Partner with MindTime** while in Good Standing. The Partner may not describe itself as **MindTime-certified** or **MindTime-trained** unless MindTime has separately confirmed that status in writing.

10. Good Standing

A Partner is in **Good Standing** when the Partner:

- continues to meet the eligibility requirements in Section 1.2;
- has provided current business, tax, payment, and certification information;
- is not suspended and is not in material breach of this Agreement;
- acts honestly, professionally, and consistently with applicable law and reasonable MindTime program and brand guidelines; and
- does not misuse Partner Codes, coupons, customer information, the platform, or MindTime intellectual property.

MindTime will normally give the Partner written notice and at least 14 days to remedy a remediable failure. MindTime may suspend access or payments immediately while investigating fraud, unlawful conduct, a data or security incident, serious professional misconduct, or material risk to a client, MindTime, or the platform.

11. Term and ending the Agreement

11.1 This Agreement continues until ended under this Section.

11.2 The Partner may end it on 30 days' written notice. MindTime may end it for material breach that is not remedied within 14 days after written notice, or immediately for fraud, deliberate misuse, unlawful conduct, serious professional misconduct, or a material privacy, security, confidentiality, or intellectual-property breach.

11.3 MindTime may stop accepting new introductions or close the Certified Partner program or Team Intelligence service on at least 60 days' notice where reasonably practicable. Stopping new enrollment does not by itself end Partner Share on existing Attributed Teams. No Partner Share is due for periods after an Attributed Team stops paying, the platform service ends, the Partner voluntarily leaves the program, or the Partner ceases to be in Good Standing.

11.4 Ending the Agreement does not affect rights or payment obligations already accrued. Sections concerning payment adjustments, independent services, privacy, confidentiality, intellectual property, liability, disputes, and general terms continue where their nature requires.

12. Warranties, liability, and indemnity

12.1 Each party warrants that it has authority to enter into this Agreement and will comply with applicable law in performing it.

12.2 Except for express commitments in this Agreement, the program, platform, reports, and AI-generated outputs are provided without a promise of a particular commercial, organizational, or professional result. Users and professionals remain responsible for judgment and decisions.

12.3 To the fullest extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of opportunity, goodwill, anticipated savings, or profits, except that this exclusion does not limit Partner Share properly due.

12.4 Subject to Section 12.5, each party's total liability arising from this Agreement will not exceed the greater of (a) USD 5,000 or (b) the Partner Share paid or payable during the 12 months before the event giving rise to the claim.

12.5 Nothing limits liability that cannot lawfully be limited, or liability for fraud, willful misconduct, deliberate breach of confidentiality, infringement or misuse of intellectual property, or a party's breach of applicable data-protection law.

12.6 The Partner will defend and indemnify MindTime and MindTime Holding B.V. against third-party claims, damages, and reasonable costs arising from the Partner's independent professional services, unauthorized promises or representations, unlawful marketing, or breach of Sections 7, 8, or 9. This does not apply to the extent the claim was caused by MindTime.

13. Changes

MindTime may update operational, security, brand, privacy, or program rules on reasonable notice where the change is needed for law, safety, platform operation, or program integrity. A material change to this Agreement will be notified at least 30 days before it takes effect unless urgent legal or security reasons require earlier action. The 40% Partner Share may be changed only by mutual written agreement.

14. Disputes and governing law

The parties will first try in good faith to resolve a dispute through direct discussion for at least 30 days after written notice of the dispute. This Agreement is governed by Dutch law, without regard to conflict-of-law rules. The competent courts of the Netherlands, and where legally permitted the District Court of the Northern Netherlands, have exclusive jurisdiction.

15. General terms

15.1 Notices under this Agreement must be sent by email to the latest email address recorded for the other party. Notices to MindTime must be sent to contact@mindtime.com.

15.2 The Partner may not assign this Agreement or transfer an Attributed Team or Partner Code without MindTime's written consent. MindTime may assign this Agreement within the MindTime group or as part of a merger, reorganization, financing, or sale of the relevant business, provided the assignee assumes MindTime's obligations.

15.3 Neither party is responsible for delay caused by events beyond its reasonable control, but payment obligations already due are not excused.

15.4 If a provision is unenforceable, it will be adjusted only as far as needed and the remainder will continue. A waiver must be in writing and applies only to the specific instance.

15.5 This Agreement and any expressly incorporated written schedule form the entire agreement about the Certified Partner relationship and replace prior discussions or statements about that relationship. Founding Partner arrangements are separate and are not part of this Agreement.

15.6 Electronic acceptance, electronic signatures, and counterparts are permitted. The English version controls.

Acceptance record

For signed or manually completed agreements:

PARTNER LEGAL NAME

BUSINESS OR PRACTICE NAME, IF DIFFERENT

PROFESSIONAL CERTIFICATION AND ISSUING BODY

BUSINESS ADDRESS AND COUNTRY

EMAIL

VAT OR TAX IDENTIFICATION NUMBER, IF APPLICABLE

AUTHORIZED NAME AND SIGNATURE

DATE

Recommended webpage checkbox:

☐ I confirm that I am authorized to enter into this business agreement, that the information in my application is accurate, and that I have read and agree to the Certified Partner Agreement.