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## Facilitator Plain Language Listing Agreement

This agreement ("Agreement") is effective as of 5/9/18 (the "Effective Date").  
The purpose of this document is to describe the arrangement between Leadership Strategies, Inc. ("Leadership Strategies"), a Georgia corporation, and MIKE PANTER, having an address at 2254 N LAKEWOOD, CHICAGO, ("Facilitator").

Leadership Strategies offers the Facilitator the opportunity to list skills and qualifications on the National Facilitator Database ("Database") website. Leadership Strategies also markets the use of the Database to existing clients and potential clients of facilitation services, who will be referred to as "Client Prospects" from this point forward in this document. Client Prospects are able to use the website to create a description of their facilitation needs, review information on various facilitators and select facilitators to interview. They can later contract with the Facilitator directly, or contract with the Facilitator through Leadership Strategies.

### A. Facilitator Responsibilities

1. Facilitator agrees to permit information about the Facilitator to be listed on the Database. Facilitator also agrees to permit Leadership Strategies to list feedback and rating information received from clients who contract the Facilitator for services.
2. Facilitator agrees that once the Facilitator accepts an assignment, Facilitator is obligated to complete the assignment, with exceptions for major illness or family medical emergencies.
3. Facilitator agrees to follow the Facilitator Code of Conduct, which appears as an attachment to this agreement and from time to time revised, and the Code of Ethics established by the International Association of Facilitators and available on the association's website at [www.iaf-world.org](http://www.iaf-world.org).
4. Facilitator agrees that Leadership Strategies has the right to remove Facilitator's information from the Database for violating the Code of Ethics or for any other activities deemed damaging to the professionalism or integrity of the facilitation industry or the Database.
5. Facilitator agrees to bill for services at the rate recorded in the Database by the Facilitator.

### B. Facilitator Work Invoiced by Leadership Strategies: "Partial" or "Full Support"

1. Facilitator agrees to forward to Leadership Strategies accurate billing and expense information, in the timing as outlined in 3i below. Leadership Strategies will invoice the client within 48 hours of receiving this documentation.

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2. Facilitator agrees that Leadership Strategies will pay only those expenses that the client will reimburse. Facilitator agrees that it is the Facilitator's responsibility to know and follow the client's expense reimbursement policy.
  3. If the work is invoiced by Leadership Strategies:
    - i. Facilitator agrees to submit the required engagement billing information within three (3) days of the completion of the assignment or within three (3) days of the last day of each month for assignments lasting longer than thirty (30) days.
    - ii. Facilitator agrees that Leadership Strategies will compensate the Facilitator 50 percent of the Facilitator's billing rate charged to the client.
    - iii. Facilitator agrees that Leadership Strategies will mail compensation to the Facilitator on the 15th day of the month following the month in which the work is performed and invoiced.
    - iv. Facilitator agrees that if the client is dissatisfied with the work performed and is unwilling to pay some or all of the amounts billed, then the Facilitator will receive payment only based on the amounts paid by the client for the Facilitator's services.

#### **C. Facilitator Work Invoiced by Facilitator: "Client Direct"**

1. Facilitator agrees to pay Leadership Strategies a finder's fee in the amount of 20 percent of the fees paid by the client within seven calendar days of the receipt of payment from the client for:
  - i. Work referred to the Facilitator by the Database or Leadership Strategies, or
  - ii. Performed on behalf of Leadership Strategies, and work is invoiced by the Facilitator or an entity other than Leadership Strategies.The finder's fee is based on total fees paid by the client, excluding reimbursements for travel and related expenses.

#### **D. Facilitator-Invoiced Follow-on Work**

1. Facilitator agrees to pay a finder's fee based on the terms and conditions described under Section C above for Facilitator-Invoiced Follow-on Work performed for the Client Organization within the Time Limit set below.
2. For the purpose of this agreement, "Facilitator-Invoiced Follow-on Work" is defined as work invoiced by the Facilitator, or an entity other than Leadership Strategies, of which the Facilitator would not otherwise have been aware, or would not otherwise have received, had the Facilitator not performed the work referred by the Database or Leadership Strategies or performed on behalf of Leadership Strategies.
3. For the purpose of this agreement, "Client Organization" refers to both a) the legal entity that pays for the services and b) the legal entity for whom or to whom services are provided.
4. For the purpose of this agreement, the "Time Limit" is twelve (12) months of the completion of work referred by the Database or Leadership Strategies, or performed on behalf of Leadership Strategies.

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## **E. Ownership of Materials**

1. Any materials, including copyrightable and non-copyrightable works developed by Facilitator during the course and within the scope of this Agreement are owned by Facilitator.
2. Any materials, including copyrightable and non-copyrightable works developed by Leadership Strategies, or jointly by Leadership Strategies and Facilitator, during the course and within the scope of this Agreement are owned by Leadership Strategies.
3. Facilitator agrees to cooperate with Leadership Strategies by signing any documents necessary to demonstrate that ownership has been properly granted to the Facilitator or Leadership Strategies as described in paragraphs 1 and 2 above. Should the Facilitator refuse to sign such necessary documents, the Facilitator gives the Managing Director of Leadership Strategies a limited power of attorney for the sole purpose of signing any documents necessary to demonstrate that ownership has been properly granted. This Section E shall survive any termination of this Agreement.

## **F. Miscellaneous**

1. The term of this Agreement shall begin on the Effective Date and shall terminate one year after the Effective Date. This Agreement may be terminated at any time prior to the natural expiration of the term hereof if:
  - i. Leadership Strategies and Facilitator mutually agree in writing;
  - ii. Either party notifies the other party of the notifying party's desire to terminate (in which event this Agreement shall terminate upon the termination date specified in the notice, but not sooner than 30 (thirty) days following the delivery date of said notice and upon completion of initiated assignments and total payment of compensations due Facilitator and Leadership Strategies.

This Agreement shall be automatically renewed for successive one-year terms, unless either party provides written notice to the other at least thirty (30) days prior to the expiration of the term then in effect, of party's election not to renew.

2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and all prior agreements, understanding and negotiations are merged into this Agreement. This Agreement shall not be modified except in writing and signed by both parties.
3. This Agreement shall be interpreted according to the laws of the State of Georgia.
4. The parties agree in advance that before any legal action be taken, any dispute will be submitted for binding arbitration in the State of Georgia in accordance with the American Arbitration Association and each party is responsible for the expense of their own legal counsel and the arbitration cost will be shared equally.
5. Facilitator may not assign Facilitator's rights or obligations under this Agreement without prior written permission of the Managing Director of Leadership Strategies. Any assignment in violation hereof shall be of no power or effect.

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6. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect.

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The parties have acknowledged their agreement by their signatures below.

Leadership Strategies, Inc.

Facilitator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sandra Liburd  
Administrator, National Facilitator Database

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

770-454-1460  
Fax Number

\_\_\_\_\_  
Fax Number

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## Facilitator Code of Conduct

We at Leadership Strategies, Inc., are very excited to join with you in what we hope will be a mutually beneficial partnership. This partnership should be one where everyone's needs are being met, especially the client's. We want clients to feel as if we are one unit, working together to help take care of their needs. So that we may ensure that this happens, we would like to address some guidelines to be followed in the course of doing business.

### **Leadership Strategies, Inc. will commit to the following:**

- [ ] LSI will always present your profile where applicable, based on geographic location, experience and the client's budget limitations.
- [ ] If you have the qualifications to meet the need, we will always support a client's decision to select you to work with them. We will not attempt to influence a different choice, unless your qualifications do not match the need.
- [ ] We will handle all of the financial details of an engagement, allowing you to focus on the work at hand. The compensation will be addressed with you and approved by you *prior* to accepting the work.
- [ ] We will help to deal with any client relationship issues that may arise during the course of business. Our job is to help make the process smooth for everyone involved.
- [ ] We will follow up with clients following each engagement and provide you information on their feedback.

### **What we require of you the Facilitator/Consultant:**

- [ ] Always present yourself to clients so that they see our partnership as one unit working together for their benefit.
- [ ] Always defer any discussions of fees and or compensation splits to the Client Relationship Manager. This way, there will be no discrepancies in the quoting of rates. Again, customers will feel we are one unit, instead of two separate entities that happen to be working together.
- [ ] When accepting an engagement, after solidifying travel plans and accommodations, please notify the client *and* the Client Relationship Manager at Leadership Strategies, Inc. of all of your personal contact information and hotel phone numbers, etc. In this way, we will be able to contact you in case of any last minute changes.
- [ ] Be up front about any add-on business that you may get from a client generated through NFDB.com for the first year of that account. As you know, you have full right to exercise the add-on business independent from Leadership Strategies. Through our written agreement with you, you have agreed to pay us a 20% finders fee on additional work you receive for the 12 months following, and as a direct result of, the NFDB.com engagement.