

LICENCE AND USER AGREEMENT AND RENEWAL

THIS AGREEMENT made as of

Date: _____

BETWEEN:

WHITEPATH CONSULTING INC

Peterborough, Ontario (hereinafter Referred to as “Whitepath”)

OF THE FIRST PART

and –

Name: _____

(hereinafter referred to as the “Licensee”)

OF THE SECOND PART

WHEREAS Whitepath has developed extensive educational, learning and motivational resources to promote healing and wellness in Aboriginal Communities, including those materials contained within this manual; **AND WHEREAS** the Red Path Training Program is a unique program, developed and owned exclusively by Whitepath (the “Copyright”); **AND WHEREAS** the Licensee desires to utilize the Red Path Training Program to deliver the TheRedPath Program in their community (the “Community”); **AND WHEREAS Whitepath is prepared to grant a non-exclusive licence to the Licensee** in order to enable the Licensee to obtain and utilize confidential and proprietary information of Whitepath with respect to the Red Path Program and to enable the Licensee to refer to Whitepath and the Red Path Program in providing promotional materials to the Community, subject to the terms and conditions hereinafter set out.

ARTICLE ONE

PROVISION OF THE RED PATH PROGRAM

1.1 Provision of the Red Path Training Program. Subject as hereinafter provided, Whitepath agrees to provide to the Licensee all confidential information and education with respect to the Red Path Program.

1.2 Changes to the Red Path Training Program. The Licensee acknowledges that Whitepath has the right, in its sole discretion, to make changes to the Red Path Program at any time or from time to time and that Whitepath shall be under no obligation to explain or justify any such change to the Licensee or others. In the event that changes are made to the Red Path Program, Whitepath agrees to provide to the Licensee this information forthwith, but in any event as soon as practicable once the Red Path Program is altered.

ARTICLE TWO

USE OF THE RED PATH PROGRAM BY THE LICENSEE

Grant of Non-Exclusive Licence. Subject as hereinafter provided, Whitepath grants to the Licensee a non-exclusive license to use the Red Path Program in accordance with the provisions of, and during the term of, the Agreement for the purposes of enabling the Licensee to deliver and promote the Red Path Program to the Community, and to enable the Licensee to use the Red Path Program in the course of the Licensee’s Community activities for the purpose of promoting healing and wellness in the Community.

As of 01 January 2024 all previous licenses issued prior to 15 August 2023 are hereby revoked. Any licensed facilitator who wishes to continue to use the Redpath programs and materials after 01 January 2024 must sign a new licenses agreement and remit a yearly payment of \$100 (One Hundred Dollars) to Whitepath Consulting. Annual licenses as of 01 January 2024 will be \$500 per year except for those facilitators trained prior to 15 August 2023.

The Licensee agrees that it shall not, either during the term of this license or within a period of three (3) years following termination of the Agreement use any information obtained from Whitepath or derived from information provided by Whitepath with respect to the Red Path Program, in order to create a program or programs similar to the Red Path Program or to enable or assist others to do so. The Licensee understands that they have one (1) year to deliver the program to become licensed as a facilitator. If they do not facilitate the program within one year they must be retrained to use the material.

IN WITNESS WHEREOF the parties have duly executed this License Agreement

Date: _____.

WHITEPATH CONSULTING INC.

Per: Lenard Hall

I have the authority to bind the corporation.

THE LICENSEE

Sign Here

PLEASE PRINT:

Organization Name: _____

Print Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____