

Shift Positive 360® proprietary agreement – internal practitioner

Purpose and understanding regarding use of the Shift Positive 360® materials:

When a corporation sponsors a participant to become certified, Change Positive, LLC requires an enterprise agreement outlining the number of employees, duration of use, and other pertinent details for the use of the Shift Positive 360® in that company. Generally, corporate use of the Shift Positive 360® requires customization, specific training, and consultation, to successfully create a culture of constructive feedback in the organization.

Regardless, certified participants are not allowed to:

- Train others in the use of the Shift Positive 360® tool.
- Share the Shift Positive 360® materials with other coaches, practitioners, HR or other internal leaders who have not been certified by Change Positive, LLC.
- Modify the materials for financial gain or to remove the branding, logo, and copyright.
- Allow others who have not been certified by Change Positive, LLC to use the materials.
- As a Corporate sponsored participant, take the Shift Positive 360® to a new organization before entering into an enterprise agreement with Change Positive, LLC about its use and potential scope and licensing.

Basically, Change Positive, LLC put a lot of time, resources, and effort into developing the approach, materials and certification process for the Shift Positive 360®. Further, we believe it is necessary for practitioners to experience the training in order to personally shift in ways to effectively use the Shift Positive 360® tools and approaches for the benefit of clients and/or employees. Also, for organizations to use the Shift Positive 360® to create a culture of constructive feedback, requires even more engagement and customization. Finally, certifying practitioners and engaging organizations in training & licensing agreements are the primary ways in which Change Positive, LLC earns income on this intellectual property. So, it is necessary for people to be certified in order to use the Shift Positive 360® tools and approach, and for organizations to enter into enterprise agreements. Below is the legal agreement developed to formalize this understanding.

Shift Positive 360® Proprietary Nature of Materials, Concepts and Information, and Agreement Not to Resell

I understand and agree that all materials, concepts and information ("materials") presented during the Shift Positive 360® training, either orally or in writing, are the property of Change Positive, LLC. In many instances these materials are registered with the U.S. Patent and Trademark Office and are protected by copyright, trademark, and trade secret laws.

I agree not to reproduce, copy or otherwise duplicate such materials without the express permission of Change Positive, LLC for any purpose except to conduct a Shift Positive 360® interview. I further understand that any materials presented in this program are intended solely for the use in this training program (other than the use of interview documents and marketing pieces for the Shift Positive 360®). I understand that while I am welcome to benefit from such materials personally, and professionally, I agree not to resell, modify and

resell, and / or repackage and resell, and / or rename and resell the materials. I therefore agree not to deliver the materials themselves, either reproduced or modified, as part of any seminar, training program, individual training, workshop, consulting, or similar business activity that I make available to my clients, colleagues, or to the public outside of conducting Shift Positive 360® interviews. I agree that should I wish to share or use any materials from this program either directly or indirectly in any seminar, training program, individual training, workshop, consulting, or similar business activity that I make available to my clients, colleagues, or to the public outside of conducting a Shift Positive 360® interview, I will first obtain the written consent of Change Positive, LLC.

I agree that this agreement supersedes any prior agreements I may have regarding the use of such materials, and that, if necessary, I will again obtain the Change Positive, LLC's written consent before using any materials I have obtained permission to use in the past.

Any breach of this agreement by me entitles Change Positive, LLC to seek injunctive, equitable, and legal relief and an award of damages resulting from such breach. In addition, any payment or part of a payment that is not paid by me when due will bear and accrue interest at the rate of 1.5% per month compounded monthly, or at the highest contract rate allowed by law, whichever is more, from its due date until fully paid. If Change Positive, LLC must implement collection efforts and/or legal proceedings (including without limitation, collections and/or filing a lien) to recover any amount due to Change Positive, LLC, I agree Change Positive, LLC is entitled to recover from me the cost of the collection efforts and/or legal proceedings, including attorneys' fees. The laws of Minnesota govern this agreement. The exclusive forum and venue for any legal action whatsoever pertaining to this agreement will be in the court of competent jurisdiction within Hennepin County, Minnesota.

NOTE: The foregoing provides protection for the materials presented, which extends beyond copyright law. By accepting this agreement, you are agreeing to be bound beyond copyright law.