

**CERTIFICATION AGREEMENT**

*Certification Agreement*

In return for access to the Language of Work™ program and related materials, proprietary business methodologies, and other benefits provided by Performance International, you (the undersigned) agree to the following terms and conditions:

1) Upon successfully completing the training program offered by Performance International and receiving your Language of Work™ program certification, you will be certified and licensed to use, and to facilitate others to use, specific aspects of the Language of Work™ program, business methodologies, and software tools in accordance with the terms provided in this Certification Agreement. You understand that your certification and license do not, unless otherwise expressly specified below, apply to the entirety of the Language of Work™ program, business methodologies, and software tools, but only for those applications specifically indicated below:

- Job Modeling
- Process Mapping
- Work Group Alignment
- Other (specify: \_\_\_\_\_)
- Other (specify: \_\_\_\_\_)

You understand that your certification and license are revocable for good cause, including the breach of any of the terms of this Certification Agreement.

2) You agree not to use, or facilitate others to use, Language of Work™ program applications for which you are not expressly certified and licensed in accordance with paragraph (1) above.

3) While you may facilitate others during job modeling in the use the specified Language of Work™ program applications, you do not have the authority to certify others as a Language of Work™ certified user.

4) You acknowledge and agree that Performance International owns and retains all right, title, interest and ownership in and to the Language of Work™ program materials, business methodologies, and software, including any business software, unless specific materials are licensed or purchased by separate agreement.

5) You agree to abide by any license agreement pertaining to software or other licensable subject matter which your employer may have with Performance International. Your “employer” includes a company hiring you as a consultant or advisor.

- 6) You shall refrain from any unauthorized reproduction of all or any portion of any software, manuals or printed materials of Performance International.
- 7) You may not develop, market, commercialize, sell or offer to sell a course, printed materials, or software which is the same or substantially similar to the Language of Work™ program and materials.
- 8) You understand that the Language of Work™, Human Resources Wizard™, and other trade marks, service marks, trade names and/or slogans are the exclusive property of Performance International, and you agree to use such marks, names and/or slogans only in conjunction with authorized materials and services of Performance International. You further agree not to disparage, misuse, or dilute the marks, names and/or slogans of Performance International pertaining to the Language of Work™ program.
- 9) The terms of your agreement call for the payment of \$TBD/job modeled to Performance International. You will be billed semi-annually based on documentation that will be requested from you and for which you are obliged to provide in complete and accurate form.

I agree and accept the above terms and conditions.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 (signature)  
 \_\_\_\_\_  
 (print name)

Company (if any) \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PERFORMANCE**  
INTERNATIONAL  
 5 Oval Court  
 Bellingham, WA 98229  
 360.738.4010

info@performanceinternational.com  
 www.performanceinternational.com  
 Dated: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Performance International Officer  
 Signature)