



shapescertificationTM

Powered by **PsychoGeometrics®**
The Science of Behavior – The Art of Communication

This Shapes Facilitator agreement is made and effective on this date of _____.



BETWEEN: PsychoGeometrics®, including all intellectual property, copyright, trademark, and affiliated domains, operating as a S-corporation under P-Geo, Inc., organized and existing under the laws of the State of North Carolina, with its head office located at:

6338 Oleander Drive, Suite 8
Wilmington, NC 28403

AND: [_____] (the "Indemnitee"), an individual with his or her main address located at **OR** a corporation organized and existing under the laws of the [State/Province] with its head office located at:

[COMPLETE ADDRESS]

In consideration of the mutual promises contained in this Facilitator agreement, the parties agree as follows:

1. GRANT TO USE:

PsychoGeometrics®, grants to the Facilitator the permission to use PsychoGeometrics®, subject to the terms and conditions of this agreement, as follows:

- a. as a behavioral tool and communication system, as defined and illustrated in all official PsychoGeometrics materials and online resources, to strengthen communication. Any other uses must be requested by the Shapes Facilitator and approved in writing by PsychoGeometrics.
- b. The Facilitator must adhere to the branding guidelines of PsychoGeometrics on all materials, resources, social media, websites, or other promotional means and/or methods, used by the Facilitator.

To clarify: the exact shapes, colors, logos must be used as described and illustrated within the branding guidelines.

CONTACT INFO for PsychoGeometrics®

Hite Resources, Inc. • 6338 Oleander Drive, Suite 8 • Wilmington, NC 28403
910-233-9822 • psychogeometrics.com • info@psychoeometrics.com

Hite Resources, Inc. is the managing partner of P-Geo, Inc., the parent company of PsychoGeometrics®. All material is copyrighted.

- c. When referring to PsychoGeometrics, this format should be used: PsychoGeometrics®. After using once in this exact format, you may use PsychoGeometrics for additional references.
- d. The Shapes Facilitator must pay for and use the official PsychoGeometrics resources for each participant (i.e. Shapes Assessment, written or online), when using PsychoGeometrics with individuals, teams, groups, or companies.
- e. Official PsychoGeometrics resources are defined, but not limited to: The online or written assessment, the online digital training modules, PowerPoint content, templates, and downloadable applications within the modules.
- f. Official and approved PsychoGeometrics templates will be made available to the Facilitator and must be used when presenting, facilitating, or sharing PsychoGeometrics in any way. The legal copyright language will appear in the footer (or header) of all PsychoGeometrics templates, resources, and materials used.

Additional resources may be added to this list by PsychoGeometrics, and the Facilitator may propose items to be added. Any items created by the Facilitator must adhere to the PsychoGeometrics branding guidelines and must be approved in advance by PsychoGeometrics with an agreed upon profit share. For example, if you choose to have PsychoGeometrics apparel made, the design must adhere to PsychoGeometrics branding guidelines, the design and product must be approved by PsychoGeometrics in advance, and an agreed upon percentage of sales would be paid to HRI by the Facilitator.

2. LIMITATION TO DESCRIBED PURPOSE

The above-described “Grant to Use” may be used solely by the named Shapes Facilitator for the specific purpose of personal growth and professional development in the area of communication, including one’s traits, behaviors, and interaction with others, through the following services:

- a. Keynotes On-Site or Virtual*
- b. Facilitation of On-Site and Virtual Training Workshops, Sessions, or Discussions*
- c. Coaching/Consulting*
- d. Certifying others as a Shapes Facilitator under this agreement must be approved by PsychoGeometrics in advance using the official PsychoGeometrics Certification Program, and an additional fee may be required for the certification process. **PsychoGeometrics reserves the right to offer promotional rates based on anticipated sales volume or number of employees for initial certifications, and/or purchases.*

**No Shapes Facilitator is allowed to create written or digital resources, such as blogs, vlogs, video - live, recorded or produced, online-learning, podcasting, etc, using the PsychoGeometrics material without written permission from PsychoGeometrics in advance.*

*If applicable, pricing for a, b, c will be set and mutually agreed upon between PsychoGeometrics and the Shapes Facilitator, when business is being referred to the Shapes Facilitator by PsychoGeometrics, beginning on the same date of this signed agreement and continuing until this agreement is terminated as provided in this agreement.

If any non-PsychoGeometrics material is used, and/or references made to other tools or content not created by PsychoGeometrics or approved by PsychoGeometrics including the integration of official and approved PsychoGeometrics materials or resources with other tools or content not created or approved by PsychoGeometrics including, but not limited to, one’s (or someone else’s) own separate content, illustrations, activities, and/or comparisons in the way of visuals, print, audio, videos, and/or activities, the Facilitator must provide this information on including, but not limited to, non-affiliated PsychoGeometrics hard copy or digital resources, such as PowerPoint slides, letterhead, websites, mobile sites, or applications (apps) as PsychoGeometrics cannot and will not be held liable for information used, shared, facilitated, or taught, outside of its’ legal right of intellectual property owned, created, used, and/or approved by PsychoGeometrics. Furthermore, PsychoGeometrics assumes no liability for any information used, interpreted, and/or expressed by the Facilitator.

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3. FOR INITIAL FEE(S), BENEFITS, REQUIREMENTS, ANNUAL FEES and “OTHER” FEES for the Facilitator, contact infopgeo@psycho geometrics.com for specific pricing/fee structure.

- a. An individual or organization shall pay PsychoGeometrics a set fee for individual Shapes Facilitator Certification and/or Shapes Certified at a rate based on sales volume and/or number of employees, payable in a one-time payment in conjunction with the commencement of this agreement.
- b. This fee may include a Shapes Certification Course and access to a personal dashboard associated with the official PsychoGeometrics website.
- c. Additional certifications for individual, employees, or team members under your name or business are at an additional fee per person and will include the Shapes Certification Course offered by PsychoGeometrics. Any certification by any other entity must be requested and approved in advance by PsychoGeometrics.
- d. Any referred business to you from PsychoGeometrics is subject to a 30% referral fee made payable to PsychoGeometrics.

In addition to your SHAPES Certification Course, you may also receive:

- a. personal access to all online learning assessments, modules, and supporting materials, including scripts and training PowerPoints, as part of the certification experience. These materials are for your learning experience only, and may not be shared with others, unless you are facilitating a Shapes Class or Workshop, and all participants have paid for the same resources, or you, or the participant's company, has a paid for a subscription of Shapes Resources from PsychoGeometrics.
- b. a "Volume or Employee Number discount" on PsychoGeometrics products, such as the Shapes Assessment and/or online learning series of modules.
- c. Customized offerings with pricing will be written and documented as part of this agreement when and if applicable.

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To keep a Shapes Certified Facilitator status current and in good standing with PsychoGeometrics, note the following:

Status and/or renewal of certification when applicable will be granted if the individual/organization is in good standing which means, but is not limited to, and is subject to further interpretation by PsychoGeometrics:

- conducts oneself and business with integrity.
- respects and embraces inclusion and diversity.
- assumes positive intent and demonstrates trust by professionally engaging in healthy conflict and crucial conversations as needed.
- acts responsibly and is committed to using PsychoGeometrics as a communication tool to understand and respect differences and strengthen communication.
- believes in the individual value of all five shapes and the potential, greater value of using all five shapes together.
- can effectively Shape Flex to all five Shapes when needed not only for one's own success, but more for the success of others. Specifically, to understand the value of using each Shape as a natural or managed strength or learned skill to:
 - be open-minded, but not necessarily empty-minded.
 - show compassion.
 - think objectively.
 - think differently.
 - demonstrate flexibility.
 - be confident and courageous enough to act when it comes to doing what is right, not necessarily what is popular.
- Your Shapes Certification status is subject to renewal every five years from the date of this agreement and a refresher course offered by PsychoGeometrics will be required for renewal.

4. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, USA (on behalf of PsychoGeometrics) regarding any business conducted domestically or internationally with any individual, corporation, organization, or group of any kind.

5. ENTIRE AGREEMENT

This Shapes Certified Facilitator Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

ADDITIONAL NOTES here if applicable:

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6. **MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. **ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, or unless otherwise allowed and stated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on [MONTH, DAY, YEAR].

CERTIFIER [PsychoGeometrics]

Individual or Business [NAME]

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title



PsychoGeometrics is an S-corporation and is listed as P-Geo , Incorporated as an official and legal corporation.

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