



# ETW Program Documentation

Revision Date: 4-3-23

## Purpose:

This ETW PROGRAM DOCUMENTATION is hereby incorporated into the ETW CERTIFICATION AND CONSULTANT AGREEMENT "Agreement" and is the official program documentation that sets forth Consultants' rights, privileges and obligations, and shall be made available to Consultants from time to time.

## Certification Requirements:

The following requirements must be successfully met by Consultant in order to become MIND Methodology Certified™:

- **Payment of Certification Fees.** A MIND Methodology Certified™ certification fee in the amount of \$5,000 must be paid to Execute to Win, LLC ("ETW") for each certification granted to a named individual of the Consultant.
- **Completion of Certification Program.** Completion of the certification program includes completing all required training within 90 days of the start of training and passing of an assessment if applicable.

## Recertification:

In order for Consultant to maintain certification for additional 3 years intervals, Consultant must apply to become recertified as a MIND Methodology Certified™ Consultant. Applications must be received 1 month prior to any given 3 year termination date. ETW may accept or reject applications in its sole discretion. No application will be deemed accepted until ETW provides written acceptance. Upon application acceptance by ETW, Consultant will need to pay \$3,000 for each recertification granted to a named individual of the Consultant, complete all required training and pass an assessment within 90 days of the start of training. Recertification fee will be waived for any named Certified Consultant in good standing who has 4 or more active instances of the ETW software with their clients at the time of the 3 year termination date. ETW may consider additional factors in reducing or eliminating recertification fees in the future as we continue to develop this program and evaluate the needs and value each consultant brings.

## Credit Card Information:

The credit card information used by our credit card processor for tuition payment will be kept on file and be used for subsequent instance purchases or recertification fees. You can change the credit card on file at any time by accessing your Stripe account or logging into

## Required Documentation with Certification Payment:

The following documents must be completed and will be collected from you with your payment for certification fees:

- [Form W-9](#)
  - **Purpose:** To accurately record your business or individual information and address as it relates to federal tax classification
  - **Note: If your business is based in Arizona** you will be required to pay sales tax to ETW for software purchased unless you provide ETW a completed [tax exemption certificate](#). This is because ETW has a tax nexus in Arizona and cloud based software is considered taxable. As ETW continues to grow revenue beyond other state thresholds, there may be tax nexus in other states requiring ETW to charge you sales tax on your software purchases unless you provide a completed tax exemption certificate.

## ETW Software Encouraged for MIND Methodology Clients

In order to ensure a consistent and impactful client experience, ETW has developed the ETW software platform which supports the MIND Methodology and empowers you and your client to implement, scale and sustain the Methodology in small and large organizations. The MIND Methodology and the platform are inextricably linked. It is for this reason, you are encouraged to purchase a unique instance of the ETW software platform for each client you implement the MIND Methodology services to. Alternatively, you can direct the client to purchase the platform directly from ETW through an email introduction. Trying to implement the Methodology without the software, or using a different software will diminish the client experience.

When you do use the ETW software platform with a client, you must use one unique instance for each client. Having multiple clients in one instance is a violation of this program and license agreement.

## Requirements for your Contracts/Agreements/SOWs

You must incorporate the below bolded sentence into your contract, agreement or scope of work when giving your clients access to the software and it must be signed by your client and you must provide ETW a copy:

**Customer agrees to abide by the terms of the ETW software platform Customer Agreement found at <https://themindmethodology/customer-agreement/>**

**Purpose:** Because you are selling your client the software and have a direct agreement with the client, you need to ensure that they understand that they are responsible for how they and the people in their organization are allowed to use the software and what ETW's obligations are to provide the software. Getting this signed agreement protects you, ETW and your client.

## Marketing and Branding:

You must adhere to certain marketing and branding guidelines in order to remain certified. These guidelines are currently available in **Appendix A**. If you have any questions regarding these guidelines, please contact ETW for clarification.

## Software Platform Instance Ordering and Acceptance

### Process:

An instance of the ETW Platform refers to the unique software access with a unique url that each unique End User organization gets access to. The process for ordering an instance of the ETW Platform for the End User is **outlined in Appendix B** and you should allow for approximately 5 business days before you have access to the new instance of the ETW Platform for the End User.

## Software Platform Instance Subscription Termination

### Process:

Email [cancel@etw.com](mailto:cancel@etw.com) with the name of the client instance and the last date of the month you wish to have access to the account. Please provide at least 10 days notice. An ETW representative will reply and acknowledge your cancellation request.

## Software Platform Instance User License and Subscription Fees:

ETW provides Consultants a unique instance and URL for each organization the Consultant sells to. Software Platform **user license subscription fees per unique ETW Platform instance are \$497 per month and includes up to 20 active user licenses per month per instance.** The fee for additional **monthly user licenses greater than 20 in any given instance is an additional \$8 per user per month.** For any given new instance, the Software Platform must be purchased initially for a minimum of 12 consecutive months after which Consultant can continue on a month-to-month subscription basis per instance. You will be charged in arrears monthly based on the maximum number of active users in the prior month for each instance.

## Software Platform Support:

In addition to the help center and other self-serve online resources, ETW will provide Consultants with up to one hour of monthly email, phone, or online video conferencing support to help answer questions related to software best practices, configuration recommendations, capabilities etc. Each Consultant can get up to one hour per month of support in any given month if needed.

## Resources and Services:

ETW is constantly adding additional resources to empower MIND Methodology Certified™ Consultants to succeed by helping their clients succeed. Below is a list of current resources you will have access to as part of your certification. Please reach out to ETW if you have any questions about how to best utilize them:

- **ETW Demo Instance** - You will use this instance during training, to facilitate discussions with clients as well as get familiar with the software
- **Playbooks, Facilitator Guides & Tools** - You will have access to this information to help you learn about and better implement the MIND Methodology
- **Online Webinars** - You will be invited to online webinars with other Consultants and ETW MIND Methodology experts and have an opportunity to share experiences, ask questions, resolve challenges and find new opportunities to create more value for your clients.
- Additional support within first 3 months:
  - **4-hour refresher to prep for your first experience**

- **1-hour prep/support before your first prospect experience**
- **2-hour facilitation support during your first prospect experience**
- **1-hour prep/support before your first client or team kickoff meeting**
- **2-hour facilitation support during your client or team kickoff meeting**

## **Optional Training and Support Fees:**

At your option, you may elect to have representatives from ETW provide additional personalized coaching, training, configuration or other professional services to help you or your clients in a scenario where you can't handle or don't want to handle the work yourself or just need some timely additional support. The rates are as follows based on the recommended level of service you need. Please reach out to an ETW representative with a description of the personalized service you need, and we will provide a recommendation and a proposal for the appropriate level of service:

- **Tier 1 Services:** \$400 per hour, purchased in 10 hour increments, rounded up to the nearest hour.
- **Tier 2 Services:** \$275 per hour, purchased in 10 hour increments, rounded up to the nearest hour.
- **Tier 3 Services:** Software Configuration and Support. \$150 per hour, purchased in 10 hour increments, rounded up to the nearest hour.

## **Non-Solicit Of Other Consultants' End Users:**

As part of ETW's commitment to ensure MIND Methodology Certified™ Consultants have a thriving and profitable business while helping improve their clients' condition through open communication and collaboration with other Consultants, we require the following from MIND Methodology Certified™ Consultants during the Term of this Agreement and for ninety (90) days after termination of the Agreement: No MIND Methodology Certified™ Consultant nor any ETW certified personnel will, directly or indirectly, solicit or attempt to solicit, using any form of oral, written, or electronic communications, ETW Platform End Users who acquired their right to use the ETW Platform from another MIND Methodology Certified™ Consultant or ETW directly. Violation of this non-solicitation requirement will be a material breach of this Agreement. Notwithstanding the foregoing, nothing herein shall prohibit a party from responding to or contracting with the other party's current customers where the customer initiates the contact with such party.

# Appendix A: Marketing and Branding

As a MIND Methodology Certified™ Consultant, you are an individual that has successfully completed the certification program and can share that you as an individual (not your organization) is MIND Methodology Certified™. The icons and logos you can use are found in the consultant portal. Please reach out to an ETW representative if you have additional needs or questions that will help you successfully communicate the value of your certification as we are regularly updating resources available to you.

The following are some guidelines to help ensure you appropriately use your certification status without causing confusion in the marketplace and without positioning yourself as a commodity reseller of software:

- **You can choose to do the following only after you receive your certification and while you are certified:**
  - **Do:** Put MIND Methodology Certified™ after your name where it appears on websites, marketing materials, email blasts, agreements etc.
  - **Do:** Use the following language to describe your relationship with the ETW platform in your internal client agreements “authorized to resell use rights to the ETW® Platform”.
  - **Do:** Use the ™ the first time you use any of the following phrases in any collateral, websites, posts or marketing materials:
    - MIND Methodology™
    - MIND Methodology Certified™
    - MIND Methodology Certified Facilitator™
    - MIND Methodology Performance Coach™
    - Most Important Number™
    - You Most Important Number™
    - MIN™
    - MIND™
    - Drivers™
    - MIND Meeting™
    - Performance Snapshots™
    - MIND Platform™
    - MIN Drivers™
- **Do not do the following:**
  - **Don't:** State your *company* is MIND Methodology Certified™, only an *individual* can be MIND Methodology Certified™
  - **Don't:** State you are an ETW Consultant or Execute to Win, Consultant

- **Don't:** State you are affiliated with ETW or Execute to Win
- **Don't:** Advertise, market or publish software subscription pricing or costs for the ETW Platform. You can state you “will provide pricing upon request” and you can present pricing to your prospects or clients if they request pricing. You can include pricing in your proposals. Any pricing for the ETW® Platform subscription that is presented must state that the information is confidential and cannot be shared with those outside of the organization.

### **Use of Copyrighted Material:**

The facilitator portal will have content that is explicitly made available to Consultants that are MIND Methodology Certified. As part of your certification, and only while you are certified in good standing, you will have access to a gated portal with access to content that you are to use for your own education and to support your paying clients. Content that can be shared with prospects or the general public will be identified as such on the portal. You can only use this category of shareable content for your own purposes while you are certified in good standing. Sharing other content from the portal that is not marked as publicly shareable is a violation of the program terms. The material is all copyrighted and you must ensure proper copyright attribution when you share this material. You do not have permission to edit or remove any copyright or attribution language from these provided materials before distribution to the public or before use internally.

## **Appendix B: Software Platform Instance Ordering and Acceptance Process**

Please follow the below process to place an order for and activate a new instance of the ETW Platform for your client. Allow for up to 5 business days to get access to your instance. If you have questions, please contact [rebecca.pavel@etw.com](mailto:rebecca.pavel@etw.com)

- **Step #1: Initiate your order:** Go to the [MIND Methodology™ Content](#) page
  - **Fill out New Client Instance Request Form**
    - **Facilitator Name: Your full name.**
    - **Instance Name: Enter the unique name for your client's instance.**
      - No capitalization, spaces or special characters, usually the same as their company email address. Instance name cannot be changed once the instance is created.

- Example: Client is ACME Distribution, In., it is recommended you use “acmedistribution” as their instance name
- **Go live date: Enter the date you want your instance to go live.**
  - You will be responsible for subscription fees for the entire month in which your instance is created/goes live. There is no prorating of days within a month. You will be charged these subscription fees in arrears using the credit card we have on file at the beginning of the month following month of usage.
  - Preferred go live date must be AT LEAST 5 business days from the date you are submitting the new client instance request form to ensure you get access to the instance in time.
- **Customer Agreement: Upload proof of executed Customer Agreement by your client**
  - You will need to provide documentation showing your client signed an agreement stating somewhere on it that they agree to abide by the terms of the ETW software platform Customer Agreement found at <https://themindmethodology/customer-agreement/>
- **Step #2: Receive order confirmation and link to ETW platform order form**
  - You will receive an email from ETW with a link to an order form to be digitally signed by you.
  - This will serve as your order confirmation
- **Step #3: Sign the ETW Platform order form**
  - It must be executed prior to ETW creating an instance for you.
- **Step #4: Start using the ETW Platform**
  - You will receive credentials via email to login to your new instance of the ETW Platform and can start configuring it and utilizing it with your client