

HeartMath®
Resilience Advantage™ Independent Certified Trainer Agreement

Appointment as an Independent HeartMath® Certified Trainer – It is our pleasure to confirm the terms under which you may use the information and materials you will receive as a participant in the Resilience Advantage™ HeartMath Certified Trainer program.

Trainer Training — HeartMath will train and license you (hereafter “Trainer”) to deliver HeartMath’s (HM) intellectual property (IP) as specified in Exhibit A. Status as an official HeartMath® Certified Trainer will commence upon successful completion of the certification requirements.

Successful Certification Completion — HeartMath is committed to supporting the success of every trainer candidate. In the event that the trainer candidate has not satisfied the certification requirements during the certification program, HeartMath offers additional support to assist in successfully completing certification status. The average time to achieve this is between 1½ and 3 hours at a cost of \$125 per hour. Once the trainer candidate has passed this process, and paid the additional fees, certification will be granted and HeartMath will provide access to the resources as stated in this license agreement.

Conduct — In order to effectively represent HeartMath, we ask that the Trainer sincerely practice the HeartMath techniques and agree to observe the highest standards of proper and ethical conduct. Trainer agrees to follow the directions and guidelines established by HeartMath for the delivery of HeartMath IP by signing Exhibit B of this agreement.

Scope of Practice — The “Scope of Practice” for a HeartMath® Certified Trainer to deliver the Resilience Advantage™ (RA) program is defined as using presentation slides or other forms of interactive media in delivering workshops, presentations and facilitating groups of any size in person or online. The RA program is designed for working with any type of group.

HeartMath’s Intellectual Property (IP) — In order to assure intellectual property rights protection, the appropriate use of copyrighted information and registered trademark symbols and designations and the integrity of information in our public exposure, Trainer agrees to distribute only the material approved for such use, supplied by HeartMath. Trainer agrees to obtain written permission from HeartMath on any use of HeartMath IP in handouts, slides, books, articles, Websites, media outlets, etc., not provided by HeartMath. This license does not give Trainer the right to create and sell pre-recorded training or to use HeartMath pre-recorded content on social media or any Learning Management System platform.

The programs, either online or classroom, must be delivered live and in real time. Live online delivery may be on Skype, Maestro, Zoom, GoToMeeting, or an equivalent platform. The learning materials HeartMath provides are protected by copyright law and may not be reproduced without specific written permission.

Trainer will receive presentation slides that are unlocked in order to be able to blend these slides within the Trainer’s own program(s). All HeartMath trademarked names, copyright and logos must be included on the Trainer’s blended slide deck and other material in order for the brand to be referenced, acknowledged and protected. Trainer will provide any trademarked technique with the published steps, as written, and those steps will not be pulled apart and blended with other methodologies or techniques, as they are evidence-based tools and techniques. Trainer agrees not to imply the evidence-based studies are connected to other methodologies or processes. Use of graphs,

images or other HeartMath related images from the presentation materials provided may not be used on any other platform, for example: social media, flyers, books, media.

Derivative Works — Modifications of the HeartMath IP are considered derivative works and belong to HeartMath. Modifications include excerpts, translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation (such as webinars or virtual training) that are based on the original HeartMath work. Modifications may only be made with specific written permission from HM. If Trainer is asked to collaborate with HeartMath to create a derivative product, HeartMath will own the copyright for the product unless we both agree differently in writing.

Trainer Materials — Trainer will receive copyrighted materials from HeartMath. Once the certification requirements are met, Trainer may use these copyrighted materials except those materials marked “confidential” or “proprietary” by HeartMath which are for personal use only unless written permission to copy or reproduce them is obtained from HeartMath

Medical Disclaimer — Because HeartMath research and techniques relate to mental, emotional, and physical health Trainer agrees to act in accord with the following HeartMath policy and not make any claims contrary to this policy:

“HeartMath has developed highly successful programs for self-improvement in mental, emotional, and physical balance. HeartMath Technology and materials are not intended to replace treatments for medical or psychological conditions by licensed physicians, psychologists, or other health care professionals.”

Independent Contractor — Trainer is an independent contractor and is responsible for paying appropriate federal and state taxes and all costs associated with Trainer’s business. Trainer is responsible for their success, independent of HeartMath. Trainer shall carry their own liability insurance for their business. If you have members of your staff who deliver your services to your clients, they need to enroll in the certification program and agree to these terms in order to use these materials. There is no obligation for the payment of royalties on income from your use of HeartMath’s intellectual property. HeartMath does not make any warranties or representations as to the success of Trainer’s independent business.

Confidentiality — Trainer understands that as a licensee and certified professional, Trainer may learn of confidential information regarding HeartMath and/or its customers or prospects. Trainer agrees not to divulge any confidential information regarding HeartMath and/or its customers at any time during or following the term of this agreement. Trainer shall advise HeartMath immediately in the event of any loss or inadvertent disclosure of such information. Trainer agrees not to publish, any conclusions, summaries, or profiles regarding work done using HeartMath technology without the written consent of HeartMath, which shall not be unreasonably withheld. Publication of research findings must be reviewed and approved by HeartMath prior to publication.

Term — This agreement is valid for one year and will renew for additional 1-year periods provided 1) all fees owed to HeartMath are current and 2) Trainer has followed the requirements in Exhibit A.

Termination — Failure to fulfill any provision of this agreement may result in termination. HeartMath will provide notice of a specific breach of the agreement, and Trainer will have 30 days to resolve said breach. If the breach is not satisfactorily resolved within 30 days, HeartMath can at its discretion terminate this agreement. When written agreement is required, agreement and signature can be

provided either in writing, by fax or electronically. If terminated, trainer agrees to return all HeartMath training materials, and cease using HeartMath IP in the delivery of their training programs.

Disagreements — If any conflicts arise, HeartMath and Trainer agree 1) to directly negotiate with each other; 2) to choose an independent third-party mediator; and 3) if agreement still cannot be reached, instead of going to court, to use binding arbitration utilizing the American Arbitration Association, San Jose, CA with its rules. If HeartMath and Trainer are not able to work out their problems in those ways, immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others.

Miscellaneous — HeartMath and Trainer both agree not to assign or transfer this agreement to anyone else. Neither can bind the other nor act as the other's agent.

Choice of Law — This Agreement and all written approvals and consents granted by HeartMath to Licensee in connection with this Agreement shall be governed by and interpreted under the laws of the State of California, U.S.A. (without giving effect to principles of conflicts of laws). Licensee specifically consents to the exercise of jurisdiction by such courts.

Entire Agreement — This written Agreement contains the entire terms and conditions of the Certified Trainer Agreement with HeartMath and may only be modified in writing by both Trainer and HeartMath. This Agreement is binding upon any successor, assignee, corporation or partnership with whom Trainer is associated. The terms and conditions of this agreement shall govern and supersede any conflicting terms in any proposal or other contract document.

Counterparts — This Agreement may be executed in counterparts.

This Agreement Has Been Accepted – by the check box on your application form.

EXHIBIT A

Certified Trainer's Field of Use — is worldwide. HeartMath expects certified trainers to communicate with HeartMath's Director of Training before delivering in these countries: Austria, Belgium, England, Germany, Ireland, Luxembourg, Netherlands, Saudi Arabia, Scotland, and Switzerland.

HeartMath Branded Event — A HeartMath Branded Event is defined as a workshop or program that exclusively presents HeartMath content.

Non-HeartMath Branded Event — A non-HeartMath Branded Event is defined as a workshop or program that includes both HeartMath content and non-HeartMath content. In such cases, the name HeartMath may not appear in the event's main title but may be included in a sub-title. To blend HeartMath slides with non-HeartMath slides, Trainer must maintain exact content, exact steps of each technique, HeartMath copyright and HeartMath logos.

Delivering pursuant to the terms regarding Intellectual Property usage stated in the Certified Trainer Agreement, Trainer has been trained to deliver the following HeartMath workshop in its entirety or in modules:

The Resilience Advantage™

When delivering this workshop, Trainer agrees to use only those workshop slides provided by HeartMath. Trainer agrees to provide each participant with a Resilience Advantage guidebook or pocket guide.

When delivering this workshop in one or more modules, Trainer agrees to use and present only materials (handouts, slides, etc.) approved by HeartMath for those modules.

Trainer may also embed and deliver modules from **The Resilience Advantage** workshop within programs that include non-HeartMath content, a **Non-HeartMath Branded Event**, provided that the program is not called The Resilience Advantage program. The name HeartMath can be used in a subtitle to describe techniques included in the non-HeartMath Branded Event. In addition, written attribution to HeartMath must be given in the sections that use HeartMath information. This attribution should indicate that the material is being used "under license" from HeartMath.

Examples of Modules that can be embedded include:

Resilience, Coherence and Practical Intuition

HeartMath reserves the right to change pricing from time to time, at its discretion. Trainers will be given a fourteen (14) day notice of price changes.

EXHIBIT B

HeartMath® Certified Professional Code of Conduct

As a prospective HeartMath certified professional, I understand the importance of maintaining the highest quality and integrity during the certification process and in my interactions with those who attend workshops I offer after certification is complete. I understand that my own personal practice of the HeartMath principles and techniques that I will be teaching is an important qualification and requirement for being designated a HeartMath® Certified Trainer.

- ✓ I agree to ongoing study and practice of the principles, techniques, and technologies of the HeartMath System to ensure the integrity of my service.
- ✓ I agree to regularly review HeartMath's Learning Center or Trainer Resource Center for information updates relevant to my specific HeartMath certification.
- ✓ I agree to uphold the name, goodwill, and integrity of HeartMath, its programs and materials as an independent licensed representative of the brand.
- ✓ I agree to provide a psychologically safe training, mentoring or clinical experience for everyone, regardless of any personal bias, characteristic, belief, or attribute. This includes but is not limited to, gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, profession, political orientation, religion, or spiritual orientation.
- ✓ I understand that the implicit or explicit use of sexual language and imagery is not appropriate during any training events, practicing with other partners, in teach back contexts or in delivery or facilitation of HeartMath material.
- ✓ I acknowledge that if I violate these rules I may be sanctioned or expelled from the event or certification community without a refund at the discretion of the training organizers.

Trainer Name: _____

Signature: _____

Date: _____

HeartMath Inc.

Tricia A. Hoffman
Director, Training and Licensing

HeartMath Institute

Christiana Bishop
Training Manager

Certification Status: Approval required by HeartMath

Effective Date: Upon approval of certification status

HeartMath is a registered trademark of Quantum Intech inc. For all HeartMath trademarks go to www.heartmath.com/trademarks