

HeartMath®
The Resilience Advantage™
Organizational Certified Trainer License Agreement
Terms and Conditions

Appointment as an Organizational 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.

Training — HeartMath® will train and certify you (hereafter “Trainer”) to deliver HeartMath’s (HM) Intellectual Property (IP) within your organization as specified in the individual Certified Trainer’s Agreement below. 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.

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 within your organization. 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 organization’s program(s). All HeartMath trademarked names, copyright and logos must be included on the blended slide deck and other material 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 PowerPoint materials provided may not be used on any other platform, 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 training is completed, 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.”

Term—This agreement is valid for one year and will renew for additional 1-year periods provided 1) all fees owed to HeartMath by your organization are current and 2) Trainer has followed the requirements outlined in the Individual Certified Trainer Agreement and Code of Conduct.

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.

Individual Certified Trainer's Agreement

I understand that being a HeartMath Trainer requires that I agree to the following terms and that if I am unable to follow these terms, I will lose my standing as a HeartMath® Certified Trainer.

I understand and agree that the information and all materials given to me in connection with Trainer training (the "Proprietary Information") are the sole property of HeartMath, HeartMath Institute and/or Quantum Intech (collectively "HeartMath").

I understand that this Proprietary Information, whether or not protected by copyright, is not to be copied or reproduced in any way and that I will not permit any Proprietary Information in my possession to be duplicated or reproduced and I shall not modify training materials.

I will not present the Proprietary Information to anyone other than those in a HeartMath workshop or presentation I have been contracted to deliver by my organization. I agree that I will not use the HeartMath name or Proprietary Information for any other purpose.

Upon the termination of my relationship with my organization or if I fail to follow any of the terms of this Agreement, I will immediately return all Trainer's training materials to my organization to return to HeartMath, including, but not limited to, Manuals, workshop materials and Trainer videos.

I agree not to:

- √ Present any Proprietary Information for any purpose inconsistent with this Agreement.
- √ Present or use Proprietary Information in any presentation outside of my relationship with my organization.
- √ Train others to present Proprietary Information.

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.

Name: _____ Signature: _____ Date: _____

HeartMath Inc.

HeartMath Institute

Tricia A. Hoffman
Director, Training and Licensing

Christiana Bishop
Training Manager

Certification Status: Approval required by HeartMath

Effective Date: Upon approval of certification status

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