HeartMath 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 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 training.

Conduct—In order to effectively represent HeartMath, we ask that 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.

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 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 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.

Participant Materials—Trainer agrees to pay their Annual Resource and Client Materials Fee for access to approved resources and participant materials for each participant in a HeartMath Branded Workshop, as specified in Exhibit A.

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 Trainer has employees, Trainer agrees that they will follow the terms of this agreement. HeartMath does not make any warranties or representations as to the success of Trainer's independent business.

Confidentiality—Trainer understands that as a licensee, 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 automatically 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 i s 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.

Effective Date—This Agreement is effective as of the last date signed below the signatures.

HeartMath

Tricia A. Hoffman
_____

  Tricia A. Hoffman
  Director, Training and Licensing

Date: Effective as of the completion of the Certification Program

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.

Annual Resource and Client Materials Fee – Upon graduation, HeartMath® Certified Trainer will be given access to PDF's of participant materials via the Trainer Resource Center; and, product discounts, public directory and continued support for a period of one year. On the one-year anniversary of the certification date, the trainer will begin paying an Annual Resource and Client Materials fee of $150 for continued access to the participant materials, Trainer Resource Center, product discounts, public directory and continued support.

Certified Trainer's Code of Conduct

As a HeartMath® Certified Trainer, I understand the importance of maintaining the highest quality and integrity in my interactions with those who attend my presentations. I understand that practicing the HeartMath principles and techniques I will be teaching is an important qualification for being a HeartMath® Certified Trainer. Therefore, I agree to abide by the following:

I agree to ongoing study and practice of the principles, techniques and technologies of the HeartMath system, to the best of my ability.

I agree to register on HeartMath's Certified Trainer Resource Center and regularly review the site for information relevant to my workshop delivery.

I agree to uphold the name, goodwill and integrity of HeartMath, its programs and materials.

Date: Effective as of the completion of the Certification Program