

HeartMath®
Coherence Advantage® Independent Certified Trainer Agreement
Terms and Conditions

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 Coherence Advantage® trainer certification 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 independent 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. Attendance in all Mentoring Classes and Teach Back Sessions is required for certification. If 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 1 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 Coherence Advantage®(CA) 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 CA program is designed for working with any type of group. The scope of practice does not include the authority to certify others. Only HeartMath headquarters and its officially designated partners have the authority to certify trainers.

Official Title and Relationship to HeartMath — Your official title is: HeartMath® Certified Trainer and your relationship to HeartMath is a licensed independent certified professional. Always identify yourself as a licensed independent certified professional, using your certification title accurately to distinguish you from an employee of a HeartMath company. Always use the designated logo for your certification type; Example: HeartMath® Certified Trainer and follow the IP guidelines. www.heartmath.com/trademarks

Note: HeartMath’s company logo is reserved for HeartMath companies only.

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, apps, etc., not provided by HeartMath. The learning materials HeartMath provides are protected by copyright law and may not be reproduced without specific written permission. When using HeartMath Trademarked names or terms in communications such as websites, flyers, etc., certified trainers are required to add the proper markings and an attribution statement.

If you wish to use the HeartMath trademarks and copyrighted information in apps, books, articles, social media, media outlets, interviews, etc., you must first obtain written permission and approval of content from HeartMath. Contact license@heartmath.com and put “PR Permission” in your subject line.

The official attribution statement is: HeartMath is a registered trademark of Quantum Intech, Inc. For all HeartMath Trademarks go to www.heartmath.com/trademarks. For questions or clarification, email us. Note: This attribution is usually added in 8pt font, italics.

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.

Presentation Slides — 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, example: social media, flyers, books, media.

Providing Recorded Replays — Your HeartMath license states that recordings of the sessions or content can only be provided to registered participants. These recorded replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered program group. Recordings must be posted securely so that they cannot be accessed by anyone outside of the group that participated in the sessions. There are many secure file sharing options you can utilize such as Dropbox, etc. to provide access to these files after the training. If any classes are posted to Vimeo, they must be password protected. Any posted recorded videos to a secure file sharing program, such as Dropbox must be view-only so they cannot be downloaded.

Note: It is the certified professional’s responsibility to ensure that these guidelines are followed when sharing the recording of in-person or online classes.

Using a Learning Management System [LMS] — An LMS can be utilized to promote, enroll, manage registrations and host delivered content for programs. Posting replays via an LMS: Programs must be delivered “live”. Content for each session may only be uploaded AFTER the program module has been delivered live via Zoom, conference call, or live in-person. Following the live session, audio/video replays and support materials can be added to the LMS so registered participants can review the replay and access the materials. This provides you the benefit of making the session replays available while also inhibiting the ability to download the video files of session recordings, to stay in alignment with the license agreement.

Pre-Record Option — Certified professionals may create short video or audio recordings separately of each of the following official HeartMath Techniques: Heart-Focused Breathing™, Quick Coherence®, and Heart Lock-In® using the steps taught in your certification program. Certified professionals may distribute these to their community in any way they choose, including through social networks, including Facebook Live. These recordings are to be 5 minutes or less and are suggested to be provided at no charge.

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.

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.

Data Protection — HeartMath acknowledges and respects the privacy rights of individuals who entrust us with their Sensitive Personal Data, which includes Protected Health Information (PHI) as defined by applicable laws and regulations. We are committed to protecting the confidentiality, integrity, and availability of this data in accordance with HIPAA and other relevant legal requirements. This protection includes implementing appropriate security measures to prevent unauthorized access, loss, or damage to the data, such as maintaining strong password protocols and safeguarding client files. For further details regarding HeartMath’s data privacy practices, please refer to our Privacy Policy available at <https://my.heartmath.com/privacy-policy>.

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.

Duration — This agreement is valid for one year and will automatically renew for additional 1-year periods provided Trainer has followed the requirements in Exhibit A and B.

Compliance — Infractions of the above guidelines and criteria may result in removal of certification status. HeartMath reserves the right to modify the specific terms of our certification agreements based on these or any other expressions of non-compliant behavior or unconscionable conduct. 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. We will communicate in writing any changes to these guidelines or existing policy. If terminated, Trainer agrees to return all HeartMath training materials, and cease using HeartMath IP in the delivery of their training programs.

Advertising — A HeartMath® Certified professional may advertise services as a HeartMath® Certified Professional/Trainer, however you may not 1) bid specifically on/purchase any HeartMath trademarked [names or terms](#) using Google Adwords or 2) create a paid Facebook advertising campaign directly targeting Facebook users who have “liked or followed” any HeartMath Page or are a part of any HeartMath Group. These clarifying points help create an equitable landscape.

Contact license@heartmath.com if you have questions.

Social Media — As a certified professional, you can use social networks such as Facebook, Instagram, Next Door, etc. to invite targeted audiences to attend appropriate programs, introductions, and sessions. You may also promote these on public event calendars, etc. within your community.

These three HeartMath Techniques: Heart-Focused Breathing™, Quick Coherence® and the Heart Lock-In® may be used in a live public streaming session using the exact steps taught in your certification program and shared in live, online environments, such as live events, Facebook, YouTube, Podcasts, etc.

Pre-recording audios to post on Social Media — Certified Professionals may create separate short video or audio recordings of the following official HeartMath Techniques: Heart-Focused Breathing™, Quick Coherence®, and Heart Lock-In® using the steps taught in your certification program. Certified Professionals may deliver or distribute these to their community through social networks, including Facebook Live or Clubhouse. These recordings are to be 5 minutes or less and are suggested to be provided at no charge.

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.

License Revisions — HeartMath reserves the right to change any of the techniques in future programs, books, media, blogs, free programs, etc. We may revise the Terms of the agreement from time to time, if a revision, in our sole discretion, is appropriate. It is the responsibility of the certified professional to periodically check for 'Updates' to the license agreement. Updates will be in *the Learning Center or Trainer Resource Center*. By continuing to access or use the HeartMath® Certified Trainer logo and materials after revisions become effective, you agree to be bound by the revised Terms to stay in official standing as a certified professional. Official changes to actual certification programs will be communicated appropriately.

License Updates:

Periodically HeartMath may provide program 'updates,' to assure delivery quality, integrity of brand messaging, changes to trademarked technique language or simple modifications to meet the times. These updates will be included within your license.

License Upgrades:

When HeartMath changes the overall program structure, including but not limited to new content, program name, or significant program add-ons, these are considered program 'upgrades' and will have a designated purchase price to become certified to deliver the upgraded program. HeartMath will notify trainers of the upgrade. It is the trainer's choice to become certified in the updated program.

Certification Status — Infractions of the above guidelines and criteria may result in removal of certification status. HeartMath Inc. reserves the right to modify the specific terms of our certification agreements based on these or any other expressions of non-compliant behavior or unconscionable conduct. We will communicate in writing any changes to these guidelines or existing policy.

*HeartMath reserves the right to change any of the techniques in future programs, books, media, blogs, free programs, etc. Official changes to actual certification programs will be communicated appropriately.

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

EXHIBIT A

Certified Trainer's Field of Use — is worldwide.

Coherence Advantage®

When delivering the **Coherence Advantage®** workshop, Trainer agrees to use the presentation slides as provided by HeartMath. Trainer agrees to provide each participant with the CA handouts.

Using HeartMath Intellectual Property — HeartMath intellectual property (what you've been certified to deliver) is exclusively licensed to you as an independent contractor for delivery with clients **in person** or **live online**.

If you would like to use HeartMath intellectual property in any other way, such as in an online pre-recorded program, app, or book, additional permission is required. Submit your proposed use to license@heartmath.com for review and consideration. Allow one business week for acknowledgement of your proposal. More time may be required to review your submitted proposal, or we may ask for additional information before providing final feedback for approval/decline of your request. Approval/Decline of submitted proposal is provided at the company's discretion.

Combining HeartMath intellectual property with other modalities and teachings — You may use HeartMath intellectual property alongside any modality or teaching of your choosing. Please adhere to HeartMath trademark guidelines and use intellectual property (e.g. the slides, techniques, handouts, research, etc.) as it was provided to you.

Using HeartMath trademarked terms in Title and Description of your Named or Hybrid program

1. **Named Program:** For programs that contain more than 80% HeartMath material from the HeartMath CA program, you *must* use the Title: **Coherence Advantage®**
2. **Hybrid Program:** For programs that contain less than 80% of HeartMath materials, you *may not* use HeartMath trademark terms in the Title (ex: **Coherence Advantage®, or the word HeartMath®**), however *you may* use HeartMath terms in the program description.

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 sessions I offer after certification. 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 a HeartMath® Certified Professional.

- ✓ 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 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.

EXHIBIT C

TRADEMARK AND OTHER RIGHTS

Representative shall use the trademark(s) designated by Quantum Intech, Inc. (hereinafter referred to as "Trademarks"), including, without limitation, "ADD HEART[®]," "ACTIVATING THE HEART OF TEAMS[™]," "ATTITUDE BREATHING[™]," "COHERENCE ADVANTAGE[®]," "BUILDING PERSONAL RESILIENCE[™]," "COHERENCE COACH[®]," "COHERENT COMMUNICATION[™]," "CUT-THRU[®]," "DEPLETION TO RENEWAL[™]," "EMWAVE[®]," "FREEZE FRAME[®]," "GLOBAL COHERENCE[™]," "HEART COHERENCE[™]," "HEART-FOCUSED BREATHING[™]," "HEART INTELLIGENCE[™]," "HEART LOCK-IN[®]," "HEART MAPPING[®]," "HEARTMATH[®]," "HEART SMARTS[®]," "INNER BALANCE[™]," "INNER-EASE," "QUICK COHERENCE[®]," "RESILIENCE ADVANTAGE[™]," "SCIENCE AND PRACTICE OF HEART COHERENCE[™]," and "SHIFT AND LIFT[™]." See www.heartmath.com/trademarks for additional trademarked names) as instructed by Quantum Intech, Inc. in providing the services hereunder and shall not use any other trademarks in connection with such services without prior written consent of Quantum Intech, Inc. Representative acknowledges that Quantum Intech, Inc. is the owner of all right, title and interest in and to the Trademarks in the Territory in any form or embodiment thereof and is the owner of the goodwill attached or which shall become attached to the Trademarks in connection with the services in relation to which the same has been, is or shall be used and/or provided. Revenue for services by Representative shall be deemed to have been made by Quantum Intech, Inc. for purposes of trademark registration and all uses of the Trademarks by Representative shall inure to the benefit of Quantum Intech, Inc.

Representative shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of Quantum Intech, Inc. in and to the Trademarks or any registration thereof or which, directly or indirectly, may reduce the value of the Trademarks or detract from its reputation. At Quantum Intech, Inc.'s request, Representative shall execute any documents, including registered user agreements, reasonably required by Quantum Intech, Inc. to confirm Quantum Intech, Inc.'s ownership of all rights in and to the Trademarks in the Territory and to confirm the respective rights of Quantum Intech, Inc. and Representative under this Agreement.

Representatives shall not alter, obliterate, deface or remove any mark, marking, or other symbol provided with the services or provided materials without the consent of Quantum Intech, Inc. In the event that Quantum Intech, Inc. desires to change any such mark, marking, or other symbol, the Representative will cooperate with Quantum Intech, Inc. in such manner as may be agreed upon by the parties. Representative never shall challenge Quantum Intech, Inc.'s ownership of or the validity of the Trademarks or any application for registration therein, or any trademark registrations thereof, or any rights of Quantum Intech, Inc.'s therein.

During the term of this Agreement and thereafter, Representative shall not apply for or acquire the registration of the Trademarks, nor shall Representative contest Quantum Intech, Inc.'s right in or disturb Quantum Intech, Inc.'s use of the trademarks or goodwill. Should Representatives have the Trademarks registered in its name or name of any other person, Quantum Intech, Inc. shall have the right to have the registration canceled or transferred to Quantum Intech, Inc.

In the event that Representative learns of any infringement or imitation of the Trademarks or of any use by any person of any trademark similar to the trademarks, it promptly shall notify Quantum Intech, Inc. thereof. If requested to do so by Quantum Intech, Inc., the Representative shall cooperate with Quantum Intech, Inc. in the protection of Quantum Intech, Inc.'s rights in and to the Trademarks. Representatives shall

have no right to take any action with respect to the Trademarks without Quantum Intech, Inc.'s prior written approval.

Upon the termination of this Agreement for any reason whatsoever and after Representative has had a reasonable and sufficient time to end its provision of these services, Representative shall, except as Quantum Intech, Inc. may specifically authorize in writing, immediately cease and desist from carrying on any and all use of any trademarks, trade names, words or symbols of any nature indicating, explicitly or implicitly, that it is an authorized representative of Quantum Intech, Inc.'s and/or Quantum Intech, Inc.'s products or services.

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

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