

HeartMath®
Coherence 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 Coherence 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 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. 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 1.5 to 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 an organizational 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 live in person or online within your organization. The CA program is designed for working with any type of group. The scope of practice for an organizational trainer does not include the authority to certify others in the organization to be trainers. 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. Always identify yourself as a licensed organizational certified professional, using your certification title accurately to distinguish you from someone employed with HeartMath. Always use the appropriate 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, 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. For questions or clarification, email us at license@heartmath.com

The official attribution statement is: HeartMath is a registered trademark of Quantum Intech, Inc. For all HeartMath Trademarks go to www.heartmath.com/trademarks. 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 organization’s program(s). All HeartMath trademarked names, copyright and logos must be included on the 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 — The HeartMath license states that recordings of the sessions or content can only be provided to registered employee 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 without written permission from the HeartMath training department. 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 customized programs. Note: Only “Customized” programs can be promoted as a pre-recorded, or asynchronous training or program. 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.

Note: Organizational certified trainers 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 exact steps taught in your certification program. The recordings are to be 5 minutes or less. These recordings may be distributed to employees, patients, or community initiatives the organization serves. HeartMath must approve communications on social networks, including Facebook live.

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.”

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 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 Organizational Certified Trainer Agreement and Code of Conduct (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.

*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.

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 upgraded program.

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

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, Trainer 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.

EXHIBIT A

Certified Trainer’s Field of Use — is specifically for training within your organization. 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.

Coherence Advantage® Workshop

When delivering the Coherence Advantage® workshop, Trainer agrees to use only those workshop presentation slides provided by HeartMath. Trainer agrees to provide each participant with a Coherence Advantage guidebook, Coherence Advantage handouts or pocket guide

There are three main approaches to delivering the Coherence Advantage® Program content:

- **Named** Program —Coherence Advantage®
- **Customized** Program (i.e.: Using a Non-HeartMath® Program name)
- **Hybrid** Program (i.e.: Using a Non-HeartMath® Program name)

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 as indicated below:

1. A **“Named”** program must include the following criteria:

- In the “Named” option the program delivery utilizes 80%, or more, HeartMath content from the program the trainer has been certified in and is currently licensed to deliver.
- Naming: HeartMath® Certified Trainer *must* include official HeartMath Trademarked Names, such as Coherence Advantage® in either the *Title or Subtitle and Description* of the program.
- These “Named” programs are to be delivered live, in person or online, and MAY NOT be pre-recorded. Recordings of classes or content can only be provided to employees of the organization. These recorded session replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered program.

2. A **“Customized”** program allows a certified trainer to blend their proprietary content or other material with elements of the HeartMath content, the following guidelines must be adhered to:

- In this option a HeartMath® Certified Trainer is *primarily* using non-HeartMath content with *40% or less* HeartMath program content that they have been certified to deliver.
- Naming: With this approach trainers *cannot* include the HeartMath Trademarked Names or Terms in the *Title, Subtitle, Description*, or advertising copy other than an “attribution statement” that you are a HeartMath® Certified Trainer.
- By assuring that the “Customized” program includes no more than 40% HeartMath content from the certification program you’ve been certified in as a Trainer, you are protecting the HeartMath brand integrity. The Customized program approach provides you with the added benefit to pre-record your customized program as an asynchronous delivery option. No more than 40% of the overall program can include HeartMath content. The 40% criteria was chosen to make it easier on certified trainers to assure that a customized program represents your area of specialty as the clear majority of the course content.
- Note: A program meeting this criteria is the **ONLY OPTION** that **MAY** be pre-recorded and delivered asynchronously as a HeartMath® Certified Trainer.

3. A **“Hybrid” Program** is designed to include a mix of trainer’s own content, based on trainer’s area of expertise, with HeartMath content from your certified program.

Here is guidance and clarification for promoting and delivering “Hybrid” HeartMath programs:

- A “Hybrid” Program is a blend between a “Named” program and a “Customized” program. It can be a combination of ANY percentage of content split between HeartMath certified program content and your own personal content.
- Naming: With this approach the trainer can add HeartMath names or terms *in the program Description*, but you *cannot* include them in the *program Title or Subtitle*.
- These “Hybrid” programs are to be delivered live, in person or online, and **MAY NOT** be pre-recorded. Recordings of classes or content can only be provided to registered participants of the program. These recorded session replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered program.

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.

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.

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