HeartMath® Certified Trainer Agreement - Independent Limited License

Appointment as a 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/HeartMath Benelux will train and license you (hereafter "Trainer") to deliver HeartMath's (HM) intellectual property (IP) as specified in Exhibit A. This is a limited license to deliver training within the Benelux Countries. If Trainer's home country is outside of the Benelux, then Trainer receives a limited license to deliver live, in-person training in Trainer's home county; delivery in other countries by written permission only. Status as a Certified HeartMath 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/HeartMath Benelux 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 and supplied by HeartMath/HeartMath Benelux. Trainer agrees to obtain written permission from HeartMath/HeartMath Benelux on any use of HeartMath IP in handouts, slides, books, articles, Websites, media outlets, etc. not provided by HeartMath/HeartMath Benelux. This license does not give Trainer the right to create and sell pre-recorded training or to use HeartMath/HeartMath Benelux content on any distance learning platform. The programs must be delivered live and in real time. The learning materials HeartMath/HeartMath Benelux provides are protected by copyright law and may not be reproduced without specific written permission.

Derivative Works—Modifications of the HeartMath/HeartMath Benelux IP are considered derivative works and belong to HeartMath/HeartMath Benelux. 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/HeartMath Benelux work. Modifications may only be made with specific written permission from HM. If Trainer is asked to collaborate with HeartMath/HeartMath Benelux to create a derivative product, HeartMath/HeartMath Benelux will own the copyright for the product unless we both agree differently in writing.

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

Participant Materials—Trainer agrees to purchase and provide approved 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 its success, independent of HeartMath/HeartMath Benelux. Trainer shall carry liability insurance for its business. If Trainer has employees, Trainer agrees that they will follow the terms of this agreement. HeartMath/HeartMath Benelux 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/HeartMath Benelux and/or its customers or prospects. Trainer agrees not to divulge any confidential information regarding HeartMath/HeartMath Benelux and/or its customers at any time during or following the term of this agreement. Trainer shall advise HeartMath/HeartMath Benelux 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/HeartMath Benelux technology without the written consent of HeartMath/HeartMath Benelux, which shall not be unreasonably withheld. Publication of research findings must be reviewed and approved by HeartMath/HeartMath Benelux 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/HeartMath Benelux are current, 2) You are actively teaching HeartMath techniques to your clients. This could be demonstrated by attending the yearly professionalization day that HeartMath Benelux will organize or the purchase of approved 1-on-1 workbooks and HeartMath products and 3) Trainer has followed the requirements in Exhibit A.

Termination—Failure to fulfill any provision of this agreement may result in termination. HeartMath/HeartMath Benelux 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/HeartMath Benelux 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/HeartMath Benelux training materials, and cease using HeartMath/HeartMath Benelux IP in the delivery of their training programs.

Disagreements—If any conflicts arise, HeartMath/HeartMath Benelux 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/HeartMath Benelux 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/HeartMath Benelux 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/HeartMath Benelux 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/HeartMath Benelux and may only be modified in writing by both Trainer and HeartMath/HeartMath Benelux. 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.

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

HeartMath   HeartMath Benelux

_____   Robert Erdbrink

Date: _____   Date:
Agreement Accepted   Agreement Accepted
Authorized Signature

Trainer

_____

Date:_____
Agreement Accepted
Authorized Signature

Certified Trainer's Field of Use – within Benelux

HeartMath/HeartMath Benelux Branded Workshops— Pursuant to the terms regarding Intellectual Property usage stated in the Certified Trainer Agreement, Trainer has been trained to deliver the following HeartMath/HeartMath Benelux workshop in its entirety:

The Resilience Advantage™

When delivering this workshop, Trainer agrees to use only those workshop slides provided by HeartMath/HeartMath Benelux and to provide each participant the corresponding guidebook or pocket guide purchased from HeartMath/HeartMath Benelux at its published rates.

HeartMath Modules— Trainer may include modules from the complete program, plus additional modules to be added in the future, in other non-HeartMath branded events, provided that written attribution is given to HeartMath/HeartMath Benelux in the sections that use HeartMath/HeartMath Benelux information. This attribution should indicate that the material is being used "under license" from HeartMath/HeartMath Benelux.

Examples of Modules that can be embedded include:
Resilience
Coherence
Practical Intuition

Trainer agrees that any event that includes selected HeartMath Modules cannot be promoted or branded as a HeartMath event. That is, the branded workshop name and/or the name HeartMath do not appear in the event's title.

When including excerpted modules in non-branded HeartMath programs, Trainer agrees to use only materials (handouts, slides, etc.) approved by HeartMath/HeartMath Benelux.

HeartMath/HeartMath Benelux reserves the right to change pricing from time to time, at its discretion. Trainers will be given a thirty (30) day notice of price changes.

EXHIBIT B

Certified Trainer's Code of Conduct

As a HeartMath/HeartMath Benelux 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 Benelux principles and tools I will be teaching is an important qualification for being a HeartMath/HeartMath Benelux Certified Trainer. Therefore, I agree to abide by the following:

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

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

Dated this _____day of _____, 20__

_____
Signature

Name: _____