

Appointment as an Institute of HeartMath® Qualified Instructor

The Institute of HeartMath (IHM), a California corporation located at 14700 West Park Avenue, Boulder Creek, CA 95006, is extending limited licensing to _____ (hereafter "Instructor") in its Qualified Instructor program.

IHM is hereby issuing a limited license to Instructor to deliver IHM technology and programs as specified in Exhibit B in the Education market within the countries of Netherlands, Belgium, and Luxembourg. The field of use in this market is specifically limited to primary, secondary, college, and technical training institutions as well as nonprofit organizations whose teachers provide instruction to students. IHM technology includes intellectual property ("IP"), materials, and concepts. It also includes the descriptions of the IHM techniques, programs, workshops and media presentations of those ideas and concepts.

Non-compete—Instructor is free to conduct non-competing presentations, workshops and training programs that do not use IHM IP or technology. Instructor agrees not to deliver presentations, workshops or training programs so similar or presented or marketed in such a way that they compete or are confused with IHM programs.

Conduct—In order to effectively represent IHM we ask that Instructor sincerely practice the IHM techniques and agree to observe the highest standards of proper and ethical conduct. Instructor agrees to follow the directions and guidelines established by IHM for the delivery of IHM technology by signing Exhibit A of this agreement.

Derivative Works—Modifications of the IHM programs or technology are considered derivative works and belong to IHM. Modifications include excerpts, translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation that are based on the original IHM work. Modifications may only be made with specific written permission from IHM. If Instructor is asked to collaborate with IHM to create a derivative product, IHM will own the copyright for the product unless we both agree differently in writing.

Instructor Materials—Instructor will be furnished Instructor materials for a fee, unless specifically waived in writing by IHM. Instructor may not reproduce, modify or distribute these materials without IHM's written permission.

Instructor Training—IHM will train Instructor to deliver IHM programs (As listed in Exhibit B)) to educational organizations.

Participant Materials—Instructor agrees to provide a participant guidebook for each participant in Instructor's workshops, purchased from HeartMath Benelux. In lieu of providing workbooks purchased from HeartMath Benelux, Instructor may request on behalf of an educational institution a participant materials site license. Upon successful negotiation and payment of a license fee, IHM will allow the institution to reproduce the materials.

Use of Trademarks and other IP in Marketing—In order to assure IP rights protection and the integrity of information in our public exposure, Instructor agrees to obtain written approval for all marketing and media materials which use IHM's trademarks and/or other IP. Instructor agrees to use the appropriate copyright and registered trademark symbols and designations in all materials and promotions.

emWave® Desktop (emWave) Disclaimer—In using the emWave with clients, Instructor agrees not to make claims for the emWave which contradict the following disclaimer:

The emWave is an educational tool to help one practice and develop skills in mental and emotional self management resulting in stress reduction. The emWave is not a medical device nor intended to replace treatments by licensed health care professionals for medical or psychological conditions. However, the emWave does capture accurate, real-time pulse information from which one can see how emotions affect the heart rhythms.

Independent Contractor—Instructor is an independent contractor, paying federal and state taxes and all costs associated with Instructor's business, and is responsible for its success and decisions totally independent of IHM or HeartMath Benelux. If Instructor has employees, Instructor agrees that they will follow the terms of this agreement. IHM does not make any warranties or representations as to the success of Instructor's independent business or the value or role of IHM in that success.

Confidentiality—Instructor understands that as a licensee, Instructor may learn of confidential information regarding IHM and/or its customers or prospects. Instructor agrees not to divulge any confidential information regarding IHM, HeartMath Benelux and/or its customers at any time during or following the term of this agreement. Instructor shall advise HeartMath Benelux immediately in the event of any loss or inadvertent disclosure of such information. Instructor agrees not to publish, any conclusions, summaries, or profiles regarding work done using IHM technology without the written consent of IHM, which shall not be unreasonably withheld.

Term—This agreement is for three years. Renewal is based on Instructor's attending a requalification program. Failure to fulfill any provision of this agreement will result in termination. IHM will provide notice of a specific breach of the agreement, and Instructor will have 30 days to resolve said breach. If the breach is not satisfactorily resolved within 30 days, IHM 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.

Disagreements—If any conflicts arise, IHM/ HeartMath Benelux and Instructor 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 IHM and Instructor 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—IHM, HeartMath Benelux and Instructor both agree not to assign or transfer this agreement to anyone else. Neither can bind the other or act as the

other's agent. The terms of this agreement will be enforced under California law and are effective as of the date of the signatures below.

Entire Agreement—This written Agreement contains the entire terms and conditions of the Qualified Instructor Agreement with IHM and the terms and conditions of this Agreement may only be modified in writing by both Instructor and IHM. This Agreement is binding upon any successor, assignee, corporation or partnership with whom Instructor is associated. The terms and conditions of this agreement shall govern and supersede any conflicting terms in any proposal or other contract document.

Any questions Instructor may have about this agreement should be directed to Brian Kabaker or designated representative in the IHM Education Division.

Institute of HeartMath

Agreement Accepted

Brian Kabaker, Director of Sales & Marketing

Name: _____

Date: _____

Date: _____

HeartMath Benelux

Robert Erdbrink

Date: _____

EXHIBIT A

Qualified Instructor's Code of Conduct

As an Institute of HeartMath Qualified/Heartmath Benelux Instructor, 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 tools I will be teaching is an important qualification for being an Institute of HeartMath Qualified Instructor. 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 Institute of HeartMath, its programs and materials.

Dated this day of.

Signature

Name—Qualified Instructor (*please print*)

EXHIBIT B

Institute of HeartMath Technology and Materials

Licensed Technology

The Resilient Educator® program—the 4-hour and 6-hour versions and Introduction to the Resilient Educator—2-hour version—is licensed for 3 years from execution of this Agreement, unless terminated sooner, pursuant to provisions in this Agreement.

All training materials developed by HeartMath Benelux for group trainings or materials used in trainings for one on one providers are to be purchased through HeartMath Benelux.