

Building Personal Resilience™ License Agreement

Appointment as an Independent certified HeartMath® Coach — It is our pleasure to confirm the terms under which you may use the information and materials you will receive upon completion of the Building Personal Resilience™ Certification Program.

Scope of Practice — Our joint vision is that you will actively share HeartMath techniques according to your Scope of Practice. The “Scope of Practice” for *Building Personal Resilience™ (BPR)* is defined as working with individuals in a one-on-one coaching context, or in small groups up to 6. This includes, live, in person or online over time, for example: weekly or bi-weekly for 1 to 1.5 hours per session. This program has been intentionally designed for this specific use. This certification does not license you to certify others or to deliver workshops.

For those interested in delivering in-person or online workshops with groups of any size, that “Scope of Practice” requires becoming certified in either the Coherence Advantage™ or Activating the Heart of Teams™ programs.

HeartMath® Coach’s Field of Use — is worldwide.

Conduct — In order to effectively represent HeartMath, we ask that the Coach sincerely practice the HeartMath techniques and agree to observe the highest standards of proper and ethical conduct. Coach agrees to follow the directions and guidelines established by HeartMath for the delivery of HeartMath Intellectual Property (IP) by signing the Code of Conduct and agreeing to the complete terms of this agreement by reviewing it on the Learning Center.

Official Title and Relationship to HeartMath — Your official title is: HeartMath® Coach 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 appropriate logo for your certification type; Example: Certified HeartMath® Coach or HeartMath® Coach; and follow the IP guidelines.
www.heartmath.com/trademarks

Independent Contractor — As an independent contractor, you are responsible for all costs associated with the use of HeartMath information, including federal and state taxes and all costs associated with your business or for its success and decisions totally independent of HeartMath. HeartMath does not make any warranties or representations as to your success as a certified HeartMath® Coach. Liability insurance is the responsibility of the Coach. HeartMath does not provide individual liability insurance.

If you have members of your staff who deliver your services to your clients, they must 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 IP. HeartMath does not make any warranties or representations as to the success of Coach’s independent business.

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, Coach agrees to distribute only the material approved for such use, supplied by HeartMath. Coach agrees to obtain written permission from HeartMath on any use of HeartMath IP in handouts, 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 coaches 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. www.heartmath.com/trademarks. For questions or clarification, email us. Note: This attribution is usually added in 8pt font, italics.

Using HeartMath Intellectual Property in an App — HeartMath intellectual property is exclusively licensed to you as an independent contractor for delivery with clients in person or live online. HeartMath intellectual property (content) is prohibited from being used in any customized app or being prerecorded, without a written proposal and review of said proposal by HeartMath legal.

License Revisions — Information flow and staying current are important to your status as a Certified HeartMath® Coach. You agree to regularly review the Learning Center and review current license agreement updates. 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 located in *the Learning Center*. By continuing to access or use the Certified HeartMath® Coach 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 mentors of the upgrade. It is the mentor's choice to become certified in the upgraded program.

Providing Recorded Replays — Your HeartMath license states that recordings of the sessions can only be provided to Coaching clients. Permission to record is required. These recorded replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered individual or small group.

Recordings must be posted securely so that they cannot be accessed by anyone outside of the individual or small 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 session. If any sessions 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 mentoring sessions. Posting replays via an LMS: Sessions must be delivered "live". Content for each session may only be uploaded AFTER the session 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.

Derivative Works — Modifications of the HeartMath IP (intellectual property) 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 that are based on the original HeartMath work. Modifications may only be made with specific written permission from HM. If Coach 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.

Client Resources — As a certified professional you may provide approved handouts to clients who will be going through the Building Personal Resilience™ sessions. For others who receive only a subset of the course, it is recommended that you provide approved instructional materials or products (e.g., emWave® Pro or Inner Balance™ technology). You may purchase most HeartMath products at a discount that begins at 25% for the first year. Contact HeartMath at support@heartmath.com for details of the Wholesale Discount Program.

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 — Coach understands that as a licensee, Coach may learn of confidential information regarding HeartMath and/or its customers or prospects. Coach agrees not to divulge

any confidential information regarding HeartMath and/or its customers at any time during or following the term of this agreement. Coach shall advise HeartMath immediately in the event of any loss or inadvertent disclosure of such information. Coach 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 Coach has followed the requirements in Exhibit A, B, and C.

Compliance — Infractions of the entire guidelines and criteria, including Exhibit A, B, and C, 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 Coach 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, Coach agrees to cease using HeartMath IP in the delivery of their mentoring sessions.

Advertising — A HeartMath® Coach may advertise services as a HeartMath® Coach or Certified HeartMath® Coach 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.

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 other social channels etc. These recordings are to be 5 minutes or less and are suggested to be provided at no charge.

Medical Disclaimer — Because HeartMath research and techniques relate to mental, emotional, and physical health coach 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.”

Disagreements — If any conflicts arise, HeartMath and Coach 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 Coach 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 — We both agree not to assign this agreement to anyone else and not to modify it except in writing. We cannot bind each other or act as each other's agent. HeartMath is not liable for your actions, and you are not liable for HeartMath's actions. We will both keep adequate liability insurance.

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 HeartMath® Coach Agreement with HeartMath and may only be modified in writing by both Coach and HeartMath. This Agreement is binding upon any successor, assignee, corporation or partnership with whom Coach 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.

**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 or acknowledgement within the Learning Center.

EXHIBIT A

Certified HeartMath® Coach's Field of Use — is worldwide.

Building Personal Resilience™

When delivering **Building Personal Resilience™** sessions Coach agrees to use content as provided by HeartMath. Coach agrees to provide each participant with the Building Personal Resilience™ 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.

Building Personal Resilience™ "Named" approach is specifically designed as a dynamic, interactive engagement process to be delivered live, in person or online with client(s), and MAY NOT be pre-recorded.

Combining HeartMath intellectual property with other modalities and teachings — You may use HeartMath intellectual property alongside any coaching modality of your choosing. Please adhere to HeartMath trademark guidelines and use intellectual property (e.g. the 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 coaching sessions/series that contain more than 80% HeartMath material from the HeartMath BPR program, you *must* use the Title: **Building Personal Resilience™**
2. **Hybrid Program:** For programs that contain less than 80% of HeartMath materials, you may not use HeartMath trademark terms in the Title (ex: **Building Personal Resilience™**, or the word **HeartMath®**), however you *may* use HeartMath terms in the session/series description.

EXHIBIT B

Certified HeartMath® Coach Code of Conduct

As a prospective Certified HeartMath® Coach, 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 mentoring is an important qualification and requirement for being a Certified HeartMath® Coach.

- ✓ 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 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 mentoring environment 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 a coaching context or individual or small group coaching sessions sharing 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 certification 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 your acknowledgement on the Learning Center.

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