HeartMath® Coach/Mentor Independent License Agreement

To be executed upon completion of the Coach/Mentor Training Program.

It is our pleasure to confirm the terms under which HeartMath/HeartMath Deutschland is extending to you licensing in our Coach/Mentor Program. You may individually coach/ mentor individual clients.

Our joint vision is that you will actively coach or mentor your clients on an individual basis to use and apply the HeartMath® techniques and technology in a coaching/mentoring style. At the successful completion* of the HeartMath/HeartMath Deutschland Certified Coach/Mentor program, you will be able to represent yourself as a "HeartMath ® Certified Coach" or "HeartMath® Certified Mentor" and use names trademarked by HeartMath LLC, the Institute of HeartMath, Quantum Intech, Inc. and Doc Childre in your promotions.

In order to do this effectively you agree to sincerely practice the HeartMath techniques and act in a manner which does not reflect adversely on HeartMath's name and reputation.

This License is limited to the use of HeartMath/HeartMath Deutschland's intellectual property (copyrights, content, techniques, trademarks, etc.) for the training or instruction of individuals or small groups of up to 10 people. Group mentoring or group coaching in this context does not allow for the use of HeartMath content on slides, webinars or social media. The coaching or mentoring must be delivered live—in real time. This license does not grant permission to present, teach or use HeartMath/HeartMath Deutschland's intellectual property in whole or in part in lectures, seminars or workshops or to groups of people without written permission from HeartMath/HeartMath Deutschland.

You will receive copyrighted materials from HeartMath/HeartMath Deutschland. Once you successfully complete the training, you may use these copyrighted materials with your clients except those materials marked "confidential" or "proprietary" by HeartMath/HeartMath Deutschland which are for your personal use only unless written permission to copy or reproduce them is obtained from HeartMath/HeartMath Deutschland.

In order to assure intellectual property rights protection, the appropriate use of HeartMath/HeartMath Deutschland's copyrighted material, techniques, registered trademark symbols and designations, and the integrity of information in our public exposure, you agree to distribute only the material approved for such use and supplied to you by HeartMath/HeartMath Deutschland. You agree that you will not use the HeartMath/HeartMath Deutschland trademarks and copyrighted information in handouts, slides, books, articles, Web sites, media outlets, etc. unless you first obtain written permission from HeartMath/HeartMath Deutschland. As part of your training you will receive detailed information and instructions about the proper use of HeartMath/HeartMath Deutschland trademarks and copyrighted material. If, at any time, you are not clear on the proper use, please contact HeartMath/HeartMath Deutschland for assistance.

Modifications of the HeartMath techniques and intellectual property are considered derivative works and are the property of HeartMath/HeartMath Deutschland. Modifications may be made only with specific written permission from HeartMath/HeartMath Deutschland. Modifications include translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation that are based on the original HeartMath/HeartMath Deutschland work.

This License does not grant permission to extend to others authority to use HeartMath/HeartMath Deutschland materials or information as stated as in this license. If you have members of your staff who deliver your services to your clients, they need to take the training 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/HeartMath Deutschland's intellectual property. In lieu of a royalty payment you agree to purchase one Building Personal Resilience™ Guide (Begleitbuch Persönliche Resilienz aufbauen) for each client you teach, which includes a license fee in the price you pay. You may purchase workbooks and most HeartMath/HeartMath Deutschland products at a discount of maximum twenty percent depending on the product. Only one Guide per client need be purchased regardless of the number of times you engage in HeartMath instruction with that individual. HeartMath/HeartMath Deutschland must approve exceptions in writing.

Information flow and staying current are important to your status as a HeartMath® Certified Coach/Mentor. You agree to respond to requests for information within two weeks of that request and to keep accounts paid in full within thirty days of invoice.

We mutually agree that you are not an employee of nor do you represent any of the HeartMath/HeartMath Deutschland companies. As an independent contractor, you are responsible for all costs associated with the use of HeartMath/HeartMath Deutschland information, including federal and state taxes and all costs associated with your business or for its success and decisions totally independent of HeartMath/HeartMath Deutschland. HeartMath/HeartMath Deutschland does not make any warranties or representations as to your success as a HeartMath Coach or HeartMath Mentor or the role of HeartMath/HeartMath Deutschland in that success. If you have employees, you agree that they will follow the terms of this Agreement.

Because HeartMath research and techniques relate to mental, emotional and physical health you agree 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."

This Agreement is valid for one year and will be renewed automatically unless either you or HeartMath/HeartMath Deutschland give thirty days' notice of non-renewal and provided 1.) All fees owed to HeartMath/HeartMath Deutschland are current and 2.) You are actively teaching HeartMath techniques to your clients. This could be demonstrated by attending the yearly professionalization day that HeartMath Deutschland will organize, the participation in webinars for Coaches or the purchase of approved 1-on-1 workbooks and HeartMath products.

Failure to fulfill any provision of this agreement results in termination within thirty days' notice of the deficiency unless it has been remedied. In this agreement, when permission or authorization is required, permission can be provided either in writing or electronically.

If any conflicts arise we agree to 1.) Directly negotiate with each other; 2.) Choose an independent third party mediator; and 3.) If we still cannot reach agreement, to use binding arbitration instead of going to court. If we were not able to work out our problems in those ways immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others. If you have a dispute with a client or other third party relating to HeartMath technology, notify us so we can be present at a meeting of the parties to assist in resolution.

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/HeartMath Deutschland is not liable for your actions and you are not liable for HeartMath/HeartMath Deutschland's actions. We will both keep adequate liability insurance.

This License shall be governed in accordance with the laws of the State of California. In the event that any actions are necessary to resolve the terms of this Agreement, the venue for any action concerning this Agreement shall be Santa Cruz County, California. The terms of this agreement are effective as of the date of registration into the program.

Agreement Accepted

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