

Name  
Straße  
PLZ, Ort

Saarbrücken, XX.XX.XXXX

Dear Vorname,

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

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, either live in person or online over time (for example: weekly or bi-weekly sessions of 1 to 1.5 hours). This program has been intentionally designed for this specific use.

This certification does not license you to certify others or to deliver workshops. For in-person or online workshops with groups of any size, certification in either the Coherence Advantage™ or Activating the Heart of Teams™ programs is required.

### Field of Use

Certified HeartMath® Coach's Field of Use – worldwide.

### Conduct and Code of Ethics

In order to effectively represent HeartMath, we ask that you 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).

The Certified HeartMath® Coach Code of Conduct (Exhibit B) forms an integral part of this Agreement.

### Official Title and Relationship to HeartMath

Your official title is **HeartMath® Coach**. Your relationship to HeartMath is that of a **licensed independent certified professional**. You must always identify yourself as such, using your certification title accurately to distinguish yourself from an employee of a HeartMath company. Always use the appropriate certification logo and follow the IP guidelines.

### **Independent Contractor**

You are an independent contractor, responsible for all taxes, costs, and business decisions related to your activities. HeartMath does not make any warranties or representations as to your success as a certified HeartMath® Coach. Liability insurance is your responsibility.

If you have staff members who deliver services to your clients, they must also enroll in the certification program and agree to these terms in order to use the materials.

### **Intellectual Property (IP)**

You agree to distribute only materials approved and supplied by HeartMath. Any other use (e.g. handouts, books, articles, websites, apps, media outlets) requires prior written approval from HeartMath.

Derivative works (translations, editorial revisions, apps, recordings, adaptations, etc.) are the property of HeartMath and may only be created with written permission.

Recordings of sessions may only be provided to your clients, stored securely, not downloadable, and never distributed outside the registered individuals. Short pre-recorded audios (5 minutes or less) of official HeartMath techniques (Heart-Focused Breathing™, Quick Coherence®, Heart Lock-In®) may be shared on social media at no charge.

Use of HeartMath IP in apps, online programs, or pre-recorded courses requires a written proposal and approval by HeartMath.

### **Data Protection and Confidentiality**

You agree to protect personal and sensitive data in compliance with applicable laws (including GDPR in the EU and HIPAA in the US) and follow HeartMath's Privacy Policy. Confidential information regarding HeartMath, its clients or prospects may not be disclosed without prior consent.

### **Duration and Renewal**

This agreement is valid for one year and will automatically renew for additional one-year periods provided that:

1. All fees owed to HeartMath Deutschland GmbH are current,
2. You are actively teaching HeartMath to your clients, and
3. You comply with Exhibits A, B and C of this Agreement.

### **Compliance and Breach**

Infractions of the guidelines and criteria (including Exhibits A, B, and C) may result in removal of certification status. HeartMath will notify you of any breach in writing, and you will have 30 days to remedy it. If not resolved, HeartMath may terminate this Agreement.

## Advertising and Social Media

You may advertise your services as a HeartMath® Coach, but you may not:

1. Purchase or bid on HeartMath trademarked names using Google Adwords, or
2. Create paid Facebook advertising campaigns directly targeting users of HeartMath pages or groups.

You may promote your services through community channels, event calendars, or social media posts.

## Administrative Obligations

- You agree to respond to information requests from HeartMath Deutschland GmbH within two weeks.
- You agree to settle invoices within 30 days of issue.
- Approvals and permissions may be granted either in writing or electronically by HeartMath Deutschland GmbH.

## Conflict Resolution

If conflicts arise:

1. We agree to direct negotiation,
2. If unresolved, we appoint an independent mediator,
3. If still unresolved, binding arbitration with the **American Arbitration Association, San Jose, CA** applies.

If you have a dispute with a client or third party relating to HeartMath technology, HeartMath Deutschland GmbH may participate in discussions to assist resolution.

## Miscellaneous

Neither party may assign this Agreement. Neither party may bind the other or act as agent. Each party is responsible for its own actions and maintains adequate liability insurance.

This Agreement is governed by the laws of the State of California, U.S.A.

## Exhibits

- **Exhibit A:** Certified HeartMath® Coach's Field of Use
- **Exhibit B:** Certified HeartMath® Coach Code of Conduct
- **Exhibit C:** Trademark and Other Rights

**Agreement Accepted**

HeartMath Signature:

Tricia A. Hoffman

HeartMath Deutschland Signature:

Reiner Krutti

Date: 01.01.2025

Agreement Accepted

Authorized Signature

Date: 01.01.2025

Agreement Accepted

Authorized Signature

Vorname, Name

\_\_\_\_\_

Date: \_\_\_\_\_

Agreement Accepted

Authorized Signature



HeartMath is a registered trademark of Quantum Intech, Inc. For all HeartMath trademarks go to [www.heartmath.com/trademarks](http://www.heartmath.com/trademarks)



## Exhibit A – Certified HeartMath® Coach's Field of Use

### Certified HeartMath® Coach's Field of Use – worldwide.

#### Building Personal Resilience™

When delivering Building Personal Resilience™ sessions, the Coach agrees to use the content as provided by HeartMath. Each participant must receive the official Building Personal Resilience™ handouts.

HeartMath intellectual property (what you have been certified to deliver) is exclusively licensed to you as an independent contractor for delivery with clients in person or live online.

Any other use (e.g., pre-recorded online programs, apps, or books) requires prior written approval. Proposals must be submitted to HeartMath (via HeartMath Deutschland GmbH) for review. Approval or decline is at HeartMath's discretion.

The Building Personal Resilience™ approach is designed as a **dynamic, interactive, live engagement process** and may not be pre-recorded.

You may combine HeartMath intellectual property with other coaching modalities, provided you use HeartMath materials as provided and adhere to the trademark guidelines.

#### Use of HeartMath trademarked terms in Titles and Descriptions:

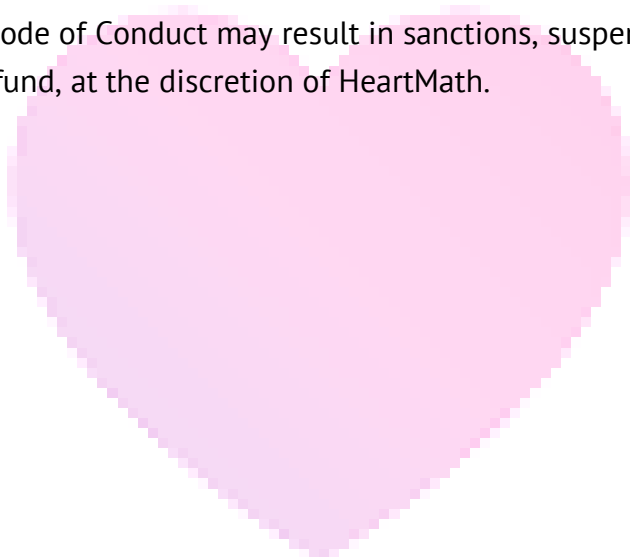
1. **Named Program:** If ≥80% of the content comes from the official BPR program, the title must be *Building Personal Resilience™*.
2. **Hybrid Program:** If <80% of the content comes from BPR, you may not use HeartMath trademark terms in the program title, but you may use them in the description.

## **Exhibit B – Certified HeartMath® Coach Code of Conduct**

As a Certified HeartMath® Coach, I commit to:

- Ongoing study and practice of the HeartMath principles, techniques, and technologies to ensure the integrity of my service.
- Regularly reviewing HeartMath's Learning Center for relevant updates.
- Upholding the name, goodwill, and integrity of HeartMath as an independent licensed representative.
- Providing a psychologically safe environment for all clients, regardless of gender, identity, orientation, disability, physical appearance, race, age, profession, politics, religion, or other characteristics.
- Ensuring that implicit or explicit use of sexual language or imagery is never included in any training events, coaching, or sessions.
- Conducting myself with honesty, respect, and professionalism at all times.

I acknowledge that violations of this Code of Conduct may result in sanctions, suspension, or termination of certification without refund, at the discretion of HeartMath.



### **Exhibit C – Trademark and Other Rights**

Representative shall use the trademark(s) designated by Quantum Intech, Inc. (“Trademarks”), including but not limited to:

ADD HEART®, ACTIVATING THE HEART OF TEAMS™, ATTITUDE BREATHING™, BUILDING PERSONAL RESILIENCE™, COHERENCE ADVANTAGE™, 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™, SHIFT AND LIFT™.

All uses of the Trademarks by the Representative shall inure to the benefit of Quantum Intech, Inc. The Representative acknowledges that Quantum Intech, Inc. is the sole owner of all rights and goodwill in the Trademarks.

The Representative shall not:

- Alter, deface, or misuse any Trademarks.
- Challenge the ownership or validity of the Trademarks.
- Apply for or acquire registration of any Trademarks.
- Take any action that may reduce the value or reputation of the Trademarks.

If the Representative learns of any infringement, it must immediately notify Quantum Intech, Inc. and cooperate in enforcement actions.

Upon termination of this Agreement, the Representative shall immediately cease all use of the Trademarks, except where explicitly authorized in writing.