

Institute of HeartMath® Qualified Instructor Agreement Organizational Limited License

The Institute of HeartMath (IHM), a California nonprofit corporation located at 14700 West Park Avenue, Boulder Creek, CA 95006, is extending limited licensing to:

_____, a _____ (type of entity), located at _____
_____ (hereafter "Client") in its Qualified Instructor Program.

IHM is hereby issuing a limited license to Client to provide IHM technology and programs ("Workshops") as specified in Exhibit B to Client's administrators, staff, and teachers, solely at Client's expense, under the direction of Client's employees whom IHM has trained as Qualified Instructor(s) ("QI") and not as a for-profit enterprise.

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.

Conduct—In order to effectively represent IHM we ask that Client's QI's sincerely practice the IHM techniques and agree to observe the highest standards of proper and ethical conduct. Client agrees to have each QI follow the directions and guidelines established by IHM for the delivery of IHM technology and also to sign a copy of 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 Client 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—Client will be furnished Instructor materials for its QI's for a fee as specified in Exhibit B, unless specifically waived in writing by IHM. Client and/or Client's QI's may not reproduce, modify or distribute these materials without IHM's written permission.

Instructor Training—IHM will train Client's QI's to deliver IHM programs (As listed in Exhibit B) to Client's administrators, staff, and teachers. Fees for these trainings and training materials are specified in Exhibit B.

Participant Materials—Client agrees that QI must provide a participant guidebook for each participant in QI's Workshops, purchased from IHM at the prices specified in Exhibit B. IHM may change this pricing from time to time, at its discretion. Client will be given a thirty (30) day notice of price changes. In lieu of providing guidebooks purchased from IHM, Client may request a participant materials site license. Upon successful negotiation

and payment of a license fee, IHM will allow Client to reproduce the materials; however, the fee must be paid for each copy of the guidebook that Client reproduces.

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

emWave® PC Stress Relief System (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.

No Agency—The parties do not intend by entering into this Agreement to create a partnership, joint venture, agency, or any relationship other than licensor and licensee. Nothing in this Agreement shall be construed to expressly or impliedly create such a partnership, joint venture or other relationship whereby one party will be liable for the actions or failure to act of the other. Client agrees that its QI's will abide by the terms of this agreement.

Confidentiality—Client understands that as a licensee, Client and/or its QI's may learn of confidential information regarding IHM and/or its customers or prospects. Client agrees that neither Client nor its QI's shall divulge any confidential information regarding IHM and/or its customers at any time during or following the term of this agreement. Client shall advise IHM immediately in the event of any loss or inadvertent disclosure of such information. Client 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 Client's QI'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 Client 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 and Client 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 Client 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 and Client both agree not to assign or transfer this agreement to anyone else. Neither can bind the other nor 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 Client 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 Client 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: _____

EXHIBIT A
Qualified Instructor's Code of Conduct

To be signed by each of Client's QI's following Instructor Training by IHM:

As an Institute of HeartMath Qualified 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.

I understand that being a QI requires that I agree to the following terms and that if I violate any of these terms, my standing as a QI will be terminated.

I understand and agree that the information and all materials given to me in connection with QI training (the "Proprietary Information") are the sole property of HeartMath, the Institute of HeartMath and/or Quantum Intech (collectively "HeartMath").

I understand that this Proprietary Information, whether or not protected by copyright, is not to be copied or reproduced in any way and that I will not permit any Proprietary Information in my possession to be duplicated or reproduced and I shall not modify training materials.

I agree that I will not use the HeartMath name or Proprietary Information for any purpose inconsistent with this Agreement nor in any presentation outside of my relationship with my employer (Client). I shall not train others to present Proprietary Information.

Upon the termination of my employment with Client or if I violate any of the terms of this Agreement, I shall immediately return all QI training materials to Client to return to HeartMath, including, but not limited to, manuals, workshop materials and QI Power Point presentations, CDs and videos.

Dated this _____ day of _____, 20_____.

Signature

Name—Qualified Instructor (*please print*)

EXHIBIT B
Institute of HeartMath Technology and Materials

Description of Fees

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.

Pricing for Instructor and Training Materials

Fee for Qualified Instructor Training	995.00
Training Materials Package— <i>Includes:</i>	195.00
<ul style="list-style-type: none"> • Resilient Educator Course Instructor Manual • Resilient Educator Training DVD • Power Point CD Rom for Workshops • 6-Hour Program Participant Guidebook • 2-Hour Program Participant Guidebook • Transforming Stress (<i>Book</i>) 	
Training Materials— <i>purchased separately:</i>	
<ul style="list-style-type: none"> • 2-Hour Program Participant Guidebooks 	6.00
<ul style="list-style-type: none"> • 6-Hour Program Participant Guidebooks 	12.00
<ul style="list-style-type: none"> • Transforming Stress (<i>Book</i>) 	9.75
<ul style="list-style-type: none"> • emWave® PC (<i>one time only personal use</i>) 	194.35