

HeartMath GZ Coach Agreement

Meerssen, the 17th of June 2014

Dear ,

It is our pleasure to confirm the terms under which HeartMath, LLC is extending to you licensing in our 1:1 Coach program, in the territory consisting of the Netherlands, Belgium and Luxemburg. This license is only valid for your work within the xxxx (Health Organization) and working with patients. If you plan to work outside this area an additional license needs to be obtained through HeartMath BeNeLux.

Our joint vision is that you will actively teach your clients on an individual basis to use and apply the HeartMath[®] techniques. We are extending you a license to do that, which includes being able to represent yourself as a "Licensed HeartMath[®] Coach" and also use the trademarked names of the techniques, Freeze-Frame[®], Quick Coherence[®], emWave Desktop[®], Heart Lock-In[®] or any other names trademarked by HeartMath, LLC, Quantum Intech, Inc, and the Institute of HeartMath in your promotions.

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

We mutually agree that this license is limited to individual & group trainings to patients in the GZ (Health Organization) and is not permission to teach these techniques individually, in seminars or workshops or to groups of people outside this area without written permission obtained through HeartMath BeNeLux.

Robert Erdbrink, the Director of HeartMath BeNeLux ('Director'), is the place to go for questions, permissions, collateral approval or support needs. He will provide oversight of HeartMath and HeartMath BeNeLux related materials you develop which need approval prior to distribution. In order to assure intellectual property rights protection and the integrity of information in our public exposure, in addition to collateral approval you agree to work with the Director to connect to our appropriate departments for marketing and media oversight.

You will be furnished materials from HeartMath, LLC and HeartMath BeNeLux that are copyrighted. You may use copyrighted materials with your clients except materials marked "confidential" or "proprietary" by HeartMath, LLC and/or HeartMath BeNeLux which are for your personal use only unless written permission for copying or reproduction is obtained from the Director. You agree to use the appropriate copyright and registered trademark symbols

and designations in all materials and promotions. If you are not clear on the proper use of any of those designations, contact the Director for assistance.

If you have members of your staff who deliver your services to your clients, they need to be specifically licensed by us, just as you are, in order to teach your clients these techniques. This agreement does not grant permission to extend to others authority to teach these techniques.

There is no obligation for the payment of royalties on your income from these trainings. You do agree to purchase approved 1:1 workbooks from HeartMath BeNeLux for each client you teach the Stress Relief Programme. A portion of that wholesale price is the individual license fee for that client in lieu of a royalty payment. Only one workbook need be purchased regardless of the number of times you engage in HeartMath instruction with that individual. HeartMath BeNeLux must approve exceptions in writing. Also it is possible to ask for permission to print your own workbooks with the logo of the Health Organization.

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

Information flow and staying current are an important element of this agreement. Thank you for agreeing to respond to requests for information within two weeks of that request and keeping accounts paid in full within thirty days of invoice.

Because the 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 that 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 for one year and is to be renewed automatically unless either you, HeartMath, LLC or HeartMath BeNeLux give ninety days notice of non-renewal and provided 1.) all fees owed to HeartMath BeNeLux are current and 2.) you are actively teaching HeartMath to your clients. This could be demonstrated by attending the yearly professionalization day that HeartMath BeNeLux will organize 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 or HeartMath BeNeLux 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 can not bind each other or act as each other's agent. HeartMath, LLC and HeartMath BeNeLux are not liable for your actions and you are not liable for HeartMath or HeartMath BeNeLux's actions. All parties will keep adequate liability insurance. The terms of this agreement will be enforced under California law and are effective as of the date of mutual signature.

HeartMath

Agreement accepted

date: 17th of June, 2014

Tricia Hoffman

Director, International Licensing

HeartMath, LLC

date: 17th of June, 2014

HeartMath Coach

HeartMath BeNeLux

date: 17th of June, 2014

Robert Erdbrink

Director, HeartMath BeNeLux

HeartMath, Freeze-Frame, and Heart Lock-In are registered trademarks of the Institute of HeartMath.

emWave PC is a registered trademark of Quantum Intech, Inc.

Quick Coherence is a registered trademark of Doc Childre.