

CONFIDENTIALITY AND INDEMNITY STUDENT AGREEMENT

This confidentiality and indemnity student agreement (“Agreement”) is made and entered into as of _____, 20____, by and between NAET SEMINARS (“NAET®”) and _____ (“Student”). NAET® and Student may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Parties contemplate entering into discussions respecting proposed business transactions which will necessitate the disclosure by NAET® of certain confidential information defined below.

WHEREAS, the Parties acknowledge that the delivery and possession of such confidential information should be handled in a manner as to maintain and protect the rights of NAET® therein.

WHEREAS, the Parties desire the establishment of certain guidelines to protect such confidential information against the risk of unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows.

1. Confidential Information. This Agreement shall apply to all confidential information disclosed by or on behalf of NAET® to Student. For purposes of this Agreement, confidential information shall include any scientific or technical information, trade secret, design, process, procedure, formula, intellectual property, proprietary software, or improvement that is commercially valuable and secret in the sense that their confidentiality affords NAET® a competitive advantage over its competitors, and any data or information that is important, competitively sensitive, and not generally known by the public, including but not limited to NAET® methodology, techniques, online course materials, test kits, treatment vials (samples), books, policies and procedures, marketing strategies, pricing policies, financial information, referral sources, customer or patient lists, accounts payable and receivable, information concerning employees, and internal performance results (collectively, “Confidential Information”).

Confidential Information shall not include any information (a) in the public domain not as a result of the violation of the undertakings herein, (b) available to Student on a non-confidential basis prior to disclosure of it by NAET®, or (c) available to Student on a non-confidential basis from a source other than NAET®.

2. Restrictions on Use and Disclosure. Student shall not use, copy, transfer, disclose, or permit any unauthorized person to obtain any such Confidential Information for as long as the pertinent information or data remains Confidential Information, without the prior written consent of NAET® or Dr. Devi S. Nambudripad, D.C., L.Ac., M.D. (WI), Ph.D. (“Dr. Nambudripad”).

Student shall not copy or reprint any NAET® books to circulate among the consumers, whether for free or for a fee. Student shall not distribute any other Confidential Information he/she receives in

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regards to NAET[®] without the express written consent of NAET[®] or Dr. Nambudripad.

Student is authorized to disclose Confidential Information received hereunder only to his/her employees and agents who must obtain the Confidential Information in order to carry out the purposes for which it has been disclosed.

No Student is authorized to teach or sell any NAET[®] techniques or methodology to a third party even to those persons who are already members of NAET[®] without specific written authorization from NAET[®] or Dr. Nambudripad.

3. Termination. This Agreement shall continue until terminated by either Party by giving ten (10) days prior written notice.

Within one week of the termination date, Student shall return to NAET[®] all materials, if any, in their possession or within their control that contain or reflect Confidential Information. The Student may, however, retain a copy for their internal record keeping purposes so long as such Confidential Information remains subject to the provisions of this Agreement in perpetuity.

Sections 1 and 2 of this Agreement relating to confidential information and non-disclosure, respectively, shall survive the termination of this Agreement and remain in full force and effect.

4. Reverse Engineering. Student agrees not to undertake or have performed any analysis of any NAET[®] materials or to reverse engineer any NAET[®] technique, methodology, product, machinery, equipment.

5. Legally Mandated Disclosure. In the event that Student receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, Student agrees to (a) immediately notify NAET[®] of the existence, terms, and circumstances surrounding such a request, (b) consult with NAET[®] on taking legally available steps to narrow such request or limit disclosure, and cooperate with NAET[®] if it decides to challenge the subpoena or order, in whole or in part, and (c) if disclosure of Confidential Information is legally required, disclose only the information that is necessary to comply with the subpoena or order and exercise best efforts to obtain an statement or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information.

6. No Rights Granted. This Agreement shall not be construed to grant or imply any rights to Student in any form, including but not limited to the use of the NAET[®] trademark, name, technique, methodology, trade secret, or other Confidential Information including any rights as a licensee or otherwise. Disclosure of Confidential Information hereunder shall not result in any obligation to grant to Student any rights as a licensee or otherwise in or to the Confidential Information and the Confidential Information remains the sole property of the NAET[®].

7. Certification. For purposes of this Agreement, certification is given when Student is proficient in NAET[®] methodology and techniques before treating any patients with any specific allergy-based

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disorder. Student may claim to be or may be considered an NAET[®] practitioner so long as he/she is certified and deemed an active member by NAET[®].

i.) In order for Student to claim he/she is an NAET[®] practitioner, Student must complete the combined Basic NAET[®] online class within the four month timeframe from initial attendance. Upon successful completion of the final test for the Basic NAET[®] online class, Student will receive a certificate of completion. Student will be designated as “NAR Foundation Member” and his/her name will be listed on the NAET[®] website referral list.

ii.) In order to maintain his/her name as a referral on the NAET[®] website, Student must pay a \$150.00 membership annually. The membership will be free for the first year starting from the date the Basic NAET[®] online class is successfully completed. It is Student’s responsibility to renew the membership on time each year.

iii.) After completing the Basic NAET[®] online class, Student will be guided to participate in practical training with a qualified and NAET[®] approved NST instructor nearby. After Student successfully completes the practical training, he/she will be promoted to “Associate NAET Practitioner.”

iv.) Student is required to attend NAET[®] Advanced 2P (anaphylactic case management) class before treating or managing patients with severe allergies or anaphylaxis. Student must take NAET[®] Advanced 2P and demonstrate thorough knowledge of Advanced 2P course material through successful completion of quizzes and final written tests.

v.) Student may obtain “Certified NAET Practitioner” status after all of the above criteria are met in addition to submission of one fully accepted case report through the NAET[®] website.

viii.) Regulation of website listings on www.naet.com falls under the full authority of NAET[®]

8. Indemnity. Student agrees to indemnify, hold harmless, and defend NAET[®] and/or Dr. Nambudripad, at Student’s own cost, for any and all claims arising against Student by any patient or third party as a result of the Student’s practice of any NAET[®] technique or methodology.

Such indemnity shall extend, but is not limited to, claims, damages, and liability arising from injuries or damages to persons or property and the award of attorney fees. Such indemnity shall not apply to any injuries to persons or property, which result from the sole negligence of NAET[®] or Dr. Nambudripad in her capacity as representative of NAET[®].

9. Injunction. The unauthorized disclosure or use of any Confidential Information could cause irreparable harm and significant injury to NAET[®], which may be difficult to measure with certainty or compensate through damages. Accordingly, NAET[®] shall have the right to seek and obtain an immediate injunction enjoining any breach by Student or his/her representatives upon application to a court of competent jurisdiction.

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10. Assignment. Neither Party shall assign or transfer this Agreement or delegate any of its rights or obligations hereunder without the prior written consent of the other Party hereto in each instance. Any assignment in contravention of this section shall be null and void.

11. Changes to Agreement and Waiver of Independent Review. Student understands that there are to be no additions, strike outs, changes or waivers of any kind whatsoever to this Agreement unless the change is in writing and signed by both Student and an authorized representative of NAET®. Student further understands that by signing this Agreement he/she waives all rights to any independent review of this Agreement by an attorney or third party who may advise them on the items contained within this agreement. By signing this Agreement, Student and NAET® agree to abide by all of the terms contained within this Agreement.

12. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties shall first attempt to settle the dispute by professional mediation in the County of Orange, California. If unsuccessful, the unresolved claim or controversy shall be settled by arbitration in the County of Orange, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If for any reason, the action must be brought in a court of law, the Parties hereby agree that the Superior Court of California, County of Orange, shall be the sole jurisdiction and venue. Student agrees to reimburse NAET® for any and all related attorney fees and costs in any legal action.

If any term of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this agreement shall not in any way be affected thereby.

NAET®

STUDENT

Representative Name

Print Name

Representative Signature

Student Signature