

## NAET<sup>®</sup> STUDENT AND CONFIDENTIALITY AGREEMENT

THIS NAET<sup>®</sup> STUDENT AND CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into as of date \_\_\_\_\_, by and between NAET Seminars and Delta Publishing Company, LLC (referred to in this Agreement as “NAET Seminars”) and \_\_\_\_\_ (“STUDENT”). NAET Seminars and STUDENT may sometimes be referred to herein, collectively or individually, as a “Party” or as the “Parties.”

### RECITALS

WHEREAS, STUDENT seeks to be certified as an official Nambudripad's Allergy Elimination Techniques (“NAET”) practitioner and become a NAET<sup>®</sup> member, and the Parties acknowledge that NAET<sup>®</sup> membership has specific requirements for such certification including, but not limited to, terms related to the disclosure by NAET Seminars of certain confidential information and intellectual property referenced herein;

WHEREAS, the Parties acknowledge that the delivery and possession of such confidential information by STUDENT should be handled in a manner so as to maintain and protect NAET Seminars’s rights therein, and accordingly, the Parties desire the establishment of certain restrictions to protect such information against the risk of unauthorized or infringing use or disclosure; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the adequacy, receipt, and sufficiency of which are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Recitals. The Parties agree that the above recitals are true and accurate and that they are hereby incorporated into and constitute part of this Agreement.

2. Confidential Information. This Agreement shall apply to all “Confidential Information” disclosed by or on behalf of NAET Seminars 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

Seminars a competitive advantage over its competitors and any data or information that is important, competitively sensitive, and not generally known by the public, such as, but not limited to:

- i.) NAET<sup>®</sup> methodology;
- ii.) NAET<sup>®</sup> techniques;
- iii.) NAET<sup>®</sup> online and other course materials; and
- iv.) NAET<sup>®</sup> 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, physical plants, and internal performance results.

STUDENT will be provided access to some of NAET Seminars's Confidential Information as part of the STUDENT's certification process and ongoing NAET<sup>®</sup> membership maintenance under Section 8 of this Agreement so that STUDENT has official NAET<sup>®</sup> resources to assist STUDENT with properly treating patients using the NAET<sup>®</sup> methodology and techniques. STUDENT authorizes to have his/her name listed in the referral section of NAET Seminars's [www.naet.com](http://www.naet.com) website. NAET Seminars reserves the right to make editorial revisions to the [www.naet.com](http://www.naet.com) site that may result in STUDENT's name being moved to different pages and/or areas or the site or sections of the site being disabled for maintenance or other related reasons.

Confidential Information shall not include any information: (a) in the public domain not as a result of the violation of the undertakings herein; and/or (b) available to STUDENT on a non-confidential basis prior to disclosure of it by NAET Seminars, or hereafter made available to the STUDENT on a non-confidential basis from a source other than the NAET Seminars.

STUDENT shall not use any Confidential Information for any purposes outside the scope contemplated by this Agreement. STUDENT shall not copy, transfer, and/or disclose any Confidential Information, nor permit any unauthorized person or entity 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 Seminars or Dr. Devi S. Nambudripad, D.C., L.Ac., M.D. (WI) Ph.D. (further referred to in this Agreement as “Dr. Nambudripad”).

STUDENT is authorized to disclose the Confidential Information received hereunder *only* to their employees and agents who must obtain the Confidential Information in order to carry out the purposes for which the Confidential Information has been disclosed under this Agreement. STUDENT must keep a written list of any such employees and agents, and provide such list to NAET Seminars upon request. STUDENT must require any such employees and agents to handle such Confidential Information in the same manner contemplated under this Agreement.

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 Seminars of the existence, terms, and circumstances surrounding such a request; (b) consult with NAET Seminars on the advisability of taking legally available steps to resist or narrow such request and cooperate with NAET Seminars 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 STUDENT’s best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information.

3. Other Restrictions on STUDENT. STUDENT is prohibited from teaching, selling, or otherwise disclosing to a third party any of the NAET<sup>®</sup> techniques or methodology, regardless of whether or not such techniques or methodology are Confidential Information, and even if such third parties are already NAET<sup>®</sup> members, without specific authorization from NAET Seminars or Dr. Nambudripad. STUDENT is also prohibited from making false, misleading, or disparaging statements about NAET Seminars, Dr. Nambudripad, or the NAET<sup>®</sup> techniques or methodology.

STUDENT is prohibited from treating/managing anaphylaxis or severely allergic cases unless STUDENT: (a) takes the NAET<sup>®</sup> Advanced 2-P level class after successful completion of the

Basic and Advanced 1 level NAET<sup>®</sup> Online classes; and (b) demonstrates thorough knowledge through a number of quizzes and final written tests given after the completion of the NAET<sup>®</sup> Advanced 2-P level class on managing anaphylaxis through NAET<sup>®</sup>.

STUDENT is prohibited from creating, distributing, selling, providing, and/or giving away any books, literature, and/or any other training and/or treatment materials (in print or electronic) that use the NAET<sup>®</sup> name and mark, and/or in any way suggest that such books, literature, and/or materials are officially affiliated with, or created under permission by, NAET Seminars.

To the extent STUDENT uses the NAET<sup>®</sup> name or mark in any print or digital materials, STUDENT must indicate that the mark is a registered trademark by including the <sup>®</sup> symbol immediately after “NAET” and that the trademark is being used under license from the sublicensee, NAET Seminars.

4. Terms and Return of Information. This Agreement shall continue in perpetuity until terminated by either Party for any reason by giving ten (10) days prior written notice. Upon termination, STUDENT shall immediately return to NAET Seminars all materials, if any, in STUDENT’s possession or within STUDENT’s control that contain or reflect any Confidential Information. STUDENT may, however, retain a copy of such Confidential Information for his/her internal record-keeping purposes so long as such Confidential Information remains subject to the provisions of this Agreement in perpetuity. Upon termination of this Agreement: (a) the trademark/service license granted under Section 7 of this Agreement is terminated; (b) no Confidential Information, other resources, or other support will be provided by NAET Seminars to STUDENT; (c) STUDENT is specifically prohibited from representing that her/she is an official NAET<sup>®</sup> practitioner and/or affiliated in any way with NAET Seminars; (d) STUDENT will no longer be an official member of NAET<sup>®</sup>; and (e) STUDENT’s name will be removed from the referral list on the [www.naet.com](http://www.naet.com) site.

5. Reverse Engineering. STUDENT agrees not to undertake, or have performed, the following without the express written consent of NAET Seminars and/or Dr. Nambudripad: (a) any

analysis of any official NAET<sup>®</sup> materials other than what is required to be certified as NAET<sup>®</sup> practitioner and become a member of NAET<sup>®</sup>; (b) reverse engineering of any technique, methodology, product(s), machinery, or equipment provided by NAET Seminars under this Agreement; and (c) any copying and/or reprinting of NAET<sup>®</sup> books and/or any other Confidential Information STUDENT receives from NAET Seminars.

6. No Rights Granted. This Agreement shall not be construed to grant or imply any rights or permissions to STUDENT in any form, including, but not limited to, the use of the NAET<sup>®</sup> trademark, service mark, name, technique(s), methodology, trade secret(s), or other Confidential Information of NAET Seminars, including any rights as a licensee or otherwise, except as specifically provided for elsewhere in this Agreement. Any disclosure of Confidential Information authorized under this Agreement 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 Seminars.

7. NAET Seminars's Intellectual Property and Trademark/Service Mark License. STUDENT agrees that all information provided by NAET Seminars (including, but not limited, to NAET<sup>®</sup> techniques and methodology) remains the intellectual property of NAET Seminars and/or Dr. Nambudripad.

The Parties acknowledge that Dr. Nambudripad owns all right, title, and interest in and to the NAET<sup>®</sup> mark and related marks, including, but not limited to, U.S. Registration No. 4494415, EU Registration Nos. 1398247 and 9380254, U.K. Registration Nos. 901398247 and 909380254, Canadian Registration No. TMA946636, Japanese Registration No. 6274445, and Chinese Registration Nos. 15879229, 15879230, and 15879231, and is being licensed for use in connection with the following goods and services: medical and allergy diagnostic test kits consisting of distilled water and energy signatures in the nature of diagnostic reagents of various food and environmental substances contained in glass tubes and packaged in plastic cases to test patients for allergic reactions to those substances; newsletters in the field of medicine, books in the field of medicine, and printed training materials in the field of medicine; educational

services, namely, conducting seminars, classes, training, and certification in the field of allergies, and distribution of course material in connection therewith; and other medical services (collectively, the “Licensed NAET<sup>®</sup> Mark”). To the extent STUDENT wants a listing of all registrations related to the NAET<sup>®</sup> mark that are encompassed within this Agreement, STUDENT must request such information from NAET Seminars in writing.

Subject to the terms and conditions of this Agreement, NAET Seminars hereby grants STUDENT a limited, royalty-free, non-exclusive, non-transferrable, and non-sublicensable right to use the Licensed NAET<sup>®</sup> Mark in order for STUDENT to: (a) treat patients with NAET<sup>®</sup> techniques and methodology as an official NAET<sup>®</sup> practitioner; and (b) market and promote STUDENT as an official NAET practitioner. All other uses of the Licensed NAET<sup>®</sup> Mark are prohibited. NAET Seminars will inspect STUDENT’s use of the Licensed NAET<sup>®</sup> Mark in connection with the products and services authorized by this Agreement at least once every twelve (12) months for quality control, and STUDENT agrees to cooperate with such inspections, including providing to NAET Seminars representative samples of all advertising and promotional materials in any media that are used in connection with the Licensed NAET<sup>®</sup> Mark. NAET Seminars reserves the right to reject any use of the Licensed NAET<sup>®</sup> Mark at any time, including but not limited to, for quality control purposes, and STUDENT will cease any rejected uses within two weeks of any such notification. All uses of the Licensed NAET<sup>®</sup> Mark by STUDENT under this Agreement shall inure to the benefit of Dr. Nambudripad and/or NAET Seminars.

STUDENT agrees to monitor and maintain the quality of the products and services associated with the Licensed NAET<sup>®</sup> Mark to the same standards as set forth in the NAET<sup>®</sup> course materials, policies and procedures, and any other guidelines provided by NAET Seminars. STUDENT will not, by any act or omission, use or permit use of the Licensed NAET<sup>®</sup> Mark in any manner that tarnishes, degrades, disparages, or reflects adversely on NAET Seminars, Dr. Nambudripad, and/or NAET Seminars’s and Dr. Nambudripad’s business or reputation or that would be detrimental to the Licensed NAET<sup>®</sup> Mark or their associated goodwill. STUDENT

agrees not to register or attempt to register in any jurisdiction any trademark or service mark that contains the term “NAET” or is confusingly similar to the Licensed NAET<sup>®</sup> Mark or which would reasonably be expected to result in dilution of the Licensed NAET<sup>®</sup> Mark.

STUDENT may not alter, nor use any confusingly similar variations of, the Licensed NAET<sup>®</sup> Mark without NAET Seminars’s prior written permission. STUDENT may not use the Licensed NAET<sup>®</sup> Mark in any manner that suggests affiliation with or connection to NAET Seminars and/or Dr. Nambudripad beyond the terms of this Agreement. The relationship between the Parties shall at all times be that of independent contractors.

In partial consideration for the license granted in this Agreement, STUDENT agrees, in perpetuity, to not (i) challenge, contest, or invalidate Dr. Nambudripad’s and/or NAET Seminars’s rights in the Licensed NAET<sup>®</sup> Mark, including the specific registrations noted above or any additional registrations Dr. Nambudripad or NAET Seminars obtain that include “NAET,” or (ii) claim any ownership in any element of the Licensed NAET<sup>®</sup> Mark. Dr. Nambudripad will also receive goodwill and publicity as a result of the license granted in this Agreement. Finally, the yearly \$180.00 fee paid by STUDENT to NAET Seminars, as referenced in Section 8(ii) of this Agreement, and the \$2700.00 fee paid by STUDENT to NAET Seminars for the cost of the NAET<sup>®</sup> Basic-Advanced-1 online class, as referenced in Section 8(i) of this Agreement, are also partial consideration for the license granted in this Section and Agreement.

STUDENT agrees to immediately notify NAET Seminars if STUDENT becomes aware or suspects that any third party has infringed on or otherwise improperly used the Licensed NAET<sup>®</sup> Mark. STUDENT is solely responsible for determining what other, if any, permissions, licenses, or releases are necessary to use the Licensed NAET<sup>®</sup> Mark. NAET Seminars makes no other representations or warranties, express or implied, as to the Licensed NAET<sup>®</sup> Mark. To the extent permissible by law, NAET Seminars will not be liable for any punitive, special, indirect, consequential, or incidental damages, or any other damages, costs, or losses, arising out of the

trademark license and/or any other issue under this Agreement, even if NAET Seminars has been advised of the possibility of such damages, costs, or losses.

To the extent this Agreement is terminated, STUDENT's license and right to use the Licensed NAET<sup>®</sup> Mark is immediately revoked. As of the effective date of the termination, STUDENT is prohibited from using the Licensed NAET<sup>®</sup> Mark and waives exercising any rights under the "fair use" doctrine to justify attempts to use the Licensed NAET<sup>®</sup> Mark after termination.

8. NAET<sup>®</sup> Certification and Membership. STUDENT agrees not to advertise himself/herself and/or his/her business as an official "NAET<sup>®</sup>" practitioner or a "NAET<sup>®</sup> practitioner" and/or as some similar designation, or as being endorsed by NAET Seminars, unless STUDENT is in full compliance with all the requirements in this Section and elsewhere in this Agreement.

STUDENT may claim to be an official NAET<sup>®</sup> practitioner and member as long as STUDENT is actively certified by NAET Seminars and in compliance with the following requirements:

i.) STUDENT must complete the combined NAET<sup>®</sup> Basic-Advanced-1 online class. The cost of the NAET<sup>®</sup> Basic-Advanced-1 online class is \$2700.00, which must be paid by STUDENT prior to taking such online class. Upon successful completion of the final test for the NAET<sup>®</sup> Basic-Advanced-1 online class, STUDENT will receive a certificate of completion for the NAET<sup>®</sup> Basic-Advanced-1 online class, will be given the designation "Nambudripad's Allergy Relief Foundation (NARF) Member," and will have his/her name listed on the referral list at [www.naet.com](http://www.naet.com).

ii.) STUDENT must pay NAET Seminars \$180.00 annually to maintain his/her NAET<sup>®</sup> membership. The NAET<sup>®</sup> membership will be free for the first year, the said starting date will begin as soon as STUDENT successfully completes the NAET<sup>®</sup> Basic-Advanced-1 online class. It is STUDENT's responsibility to renew the NAET<sup>®</sup> membership on time. Failure to pay the \$180.00 annual fee in a timely manner may result in: (a) STUDENT's NAET<sup>®</sup> membership being suspended and/or this Agreement being terminated under Section 4; (b) STUDENT's name being removed from the referral list on [www.naet.com](http://www.naet.com); (c) STUDENT no longer being deemed an official NAET<sup>®</sup> practitioner and member; and/or (d) termination of the trademark license granted in Section 7 of this Agreement.

After completing the NAET<sup>®</sup> Basic-Advanced-1 online class, STUDENT will be guided to attend the practical part of the NAET<sup>®</sup> Basic-Advanced-1 training with a qualified,



NAET Seminars-approved Neuromuscular Sensitivity Testing (NST) instructor near STUDENT's geographic location (if feasible). Once STUDENT successfully completes the practical part of the NAET<sup>®</sup> Basic-Advanced-1 training and provides a documented case study to NAET Seminars, STUDENT will be promoted from Nambudripad's Allergy Relief Foundation (NARF) Member to the status of Certified NAET<sup>®</sup> practitioner.

STUDENT is also required to attend the NAET<sup>®</sup> Advanced 2-P (Anaphylactic case management class) and Advanced 2-A (ADD and Autism treatment class) online classes before STUDENT can accept and treat patients with severe allergies as well as patients who suffer from autism spectrum disorders.

Only a STUDENT who is a properly NAET<sup>®</sup>-trained practitioner under the terms of this Agreement is permitted to deliver NAET<sup>®</sup> treatments to patients. STUDENT is not permitted to train his/her staff, assistants, and/or spouses to provide NAET<sup>®</sup> treatments to patients, and doing so is a direct violation of this Agreement.

Failure to abide by the training requirements in this Section and/or any other provision of this Agreement may result in termination of this Agreement, immediate termination of any and all referrals by NAET Seminars to STUDENT, STUDENT being removed from the referral list on [www.naet.com](http://www.naet.com), and termination of the trademark license granted in Section 7 of this Agreement.

NAET Seminars reserves the right to suspend STUDENT's referral listing on [www.naet.com](http://www.naet.com) and place STUDENT under investigation if any complaint is received from patients or other individuals or consumers about STUDENT engaging in any unprofessional conduct or that STUDENT caused any harm in any degrees or intensities by providing NAET<sup>®</sup> treatments without proper training in such areas of health (e.g., treating anaphylactic cases without attending and mastering Advanced 2-P class or ADD and Autism). The suspension will continue until STUDENT resolves any such issues to the satisfaction of NAET Seminars. If any such issues are not resolved within ninety (90) days of the suspension, NAET Seminars may terminate this Agreement and permanently remove STUDENT's name from the referral list on [www.naet.com](http://www.naet.com).

Failure or neglect by NAET Seminars, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed as a waiver of any of NAET Seminars's rights to enforce any other provision of this agreement. No waiver of any provision of this Agreement

will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced.

9. Continuing Education. It is recommended, but not required, that STUDENT: (a) submit one additional case report through the [www.naet.com](http://www.naet.com) website using the criteria set out on [www.naet.com](http://www.naet.com); and (b) attend one NAET<sup>®</sup> Advanced 2 online class once a year.

10. Indemnity and Hold Harmless. STUDENT agrees to indemnify, defend, and hold harmless NAET Seminars and Dr. Nambudripad, including its and her affiliates and related entities, and NAET Seminars's, Dr. Nambudripad's and their affiliates's and related entities' respective owners, directors, officers, agents, attorneys, and employees, *at STUDENT's own cost*, for any and all legal, administrative, and/or any other official or threatened claims, liability, proceedings, lawsuits, damages, losses, costs, expenses (including reasonable attorney fees), fines, and/or fees arising out of or as a result of claims by third parties relating to STUDENT's practice of any NAET<sup>®</sup> techniques, treatments, and/or methodology and/or STUDENT's actual or alleged breach of any portion of this Agreement. Such indemnity shall extend, but not be limited to, claims, damages, and liability arising from injuries or damages to persons or property and award of attorney fees. Such indemnity shall not apply to any injuries to persons or property, which result from the sole negligence of NAET Seminars and/or Dr. Nambudripad.

11. Injunction. The unauthorized disclosure or use of any Confidential Information could cause irreparable harm and significant injury to NAET Seminars, which may be difficult to measure with certainty or compensate through damages. Accordingly, NAET Seminars shall have the right to seek and obtain an immediate injunction enjoining any unauthorized disclosure or use of any Confidential Information by STUDENT upon application to a court of competent jurisdiction.

12. 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 in each instance. Any assignment in contravention of this Section shall be null and void.

13. Changes to Agreement. STUDENT agrees that there are no additions, strike-outs, changes or waivers of any kind whatsoever to this Agreement unless the change is in writing and signed by both an authorized representative of NAET Seminars and STUDENT.

14. Governing Law/Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with 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. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the Superior Court of California, County of Orange, shall be the sole jurisdiction and venue for the bringing of such action, and the Parties agree not to challenge such jurisdiction and venue for any reason.

15. Breach and Cure. If a Party believes that there is a breach of this Agreement, that Party (“Accusing Party”) must first send a written notice to the allegedly breaching Party (“Accused Party”) setting forth in detail information related to the breach or breaches. The Accused Party has thirty (30) days (“Cure Period”) to notify the Accusing Party that it has: (i) cured the breach or breaches; (ii) determined that such breach or breaches cannot be cured or can only be cured by an unreasonable amount of commercial or other effort; or (iii) chosen to dispute the alleged breach or breaches. Only after the Cure Period, and in the event the Parties are unable to amicably resolve their differences, a Party may file a complaint with an applicable court. Actions under Section 11 of this Agreement are excluded from this Section.

16. Notices. All notices which any Party shall be required to make or give under this Agreement shall be in writing and shall be sufficient when made or given as follows:

-NAET Seminars: *By email ([questions@naet.com](mailto:questions@naet.com)); By mail (NAET Seminars - 1440 N. Harbor Blvd. Ste 105, Fullerton, CA 92835*

-STUDENT: *By email (\_\_\_\_\_); By mail (\_\_\_\_\_)*

17. Legal Capacity. The Parties warrant that each has the full power, capacity, and authority to enter into this Agreement.

18. No Affiliation. The Parties agree that NAET Seminars and STUDENT are not affiliated in any manner. This Agreement does not create a joint venture or partnership between NAET Seminars and STUDENT.

19. Survival. Sections 2, 3, 4, 5, 7, 8, 10, 11, and 14 shall survive the termination of this Agreement.

20. Other Provisions. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, subsidiaries, licensees, affiliated companies, and related companies. This Agreement constitutes the entire agreement between the Parties with respect to the matter hereof. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument, and electronic signatures shall be treated as original signatures. Section headings are for organizational purposes only and have no relevance as related to the substance this Agreement. If any term or provision of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be impacted. Each Party shall bear its own costs and attorneys' fees in this matter.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives, intending to be legally bound, have executed this Agreement on the dates indicated below.

NAET Seminars:

STUDENT:

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Student Signature

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_