

NAET® STUDENT AND CONFIDENTIALITY AGREEMENT

THIS NAET 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 " and ("STUDENT"). NAET 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 official NAET practitioner and become a member of NAET, and the Parties acknowledge that NAET has specific requirements for such certification and membership including, but not limited to, terms related to the disclosure by NAET 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' s rights therein, and accordingly, the Parties desire the establishment of certain restrictions to protect such information against the risk of unauthorized 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 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, such as, but not

limited to:

- i.) NAET methodology;
- ii.) NAET techniques;
- iii.) NAET online and other course materials; and
- iv.) NAET 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 NAET Confidential Information as part of the STUDENT's certification process and ongoing NAET membership maintenance under Section 8 of this Agreement so that STUDENT has official NAET resources to assist STUDENT with properly treating patients using the NAET methodology and techniques. STUDENT will also have his/her name listed in the referral section of NAET's www.naet.com website. NAET reserves the right to make editorial revisions to the 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, or hereafter made available to the STUDENT on a non-confidential basis from a source other than the NAET.

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 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 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 of the existence, terms, and circumstances surrounding such a request; (b) consult with NAET on the advisability of taking legally available steps to resist or narrow such request 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 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 or selling to a third party any of the NAET techniques or methodology, regardless of whether or not such techniques or methodology are Confidential Information, and even if such third parties are already members of NAET, without specific authorization from NAET or Dr. Nambudripad.

STUDENT is prohibited from treating/managing anaphylaxis or severely allergic cases unless STUDENT: (a) takes the NAET® advanced 2-P level class after successful completion of the Basic and advanced 1 level NAET® Online classes; and (b) demonstrates thorough knowledge through number of quizzes and final written tests given after the completion of the NAET® advanced 2-P level class on managing anaphylaxis through NAET®.

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 name and mark and/or in any way suggest that such books, literature, and/or materials are officially affiliated with NAET UNLESS written, expressed permission is granted by NAET.

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 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 to STUDENT; (c) STUDENT is specifically prohibited from representing that her/she is an official NAET practitioner and/or affiliated in any way with NAET; (d) STUDENT will no longer be an official member of NAET; and (e) STUDENT's name will be removed from the referral list on the www.naet.com site.

5. Reverse Engineering. STUDENT agrees not to undertake, or have performed, the following without the express written consent of NAET and/or Dr. Nambudripad: (a) any analysis of any official NAET materials other than what is required to be certified as NAET practitioner and become a member of NAET; (b) reverse engineering of any technique, methodology, product(s), machinery, or equipment provided by NAET under this Agreement; and (c) any copying and/or reprinting NAET books and/or any other Confidential Information STUDENT receives from NAET.

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® trademark, service mark, name, technique(s), methodology, trade secret(s), or other Confidential Information of NAET, 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.

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

The Parties acknowledge that Dr. Nambudripad owns all right, title, and interest in and to the NAET mark and the related U.S. Registration No. 4494415, and such NAET mark is licensed to and used by NAET in connection with: 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 Mark").

NAET hereby grants STUDENT a limited, royalty-free, non-exclusive, non-transferrable and

non-sublicensable sublicense and right to use the Licensed NAET Mark in order for STUDENT to: (a) treat patients with NAET techniques and methodology as an official NAET practitioner; and (b) market and promote STUDENT as an official NAET practitioner. All other uses of the Licensed NAET Mark are prohibited. NAET will inspect any use of the Licensed NAET Mark in connection with the legitimate products and services by STUDENT under this Agreement at least once every six (6) months for quality control, and STUDENT agrees to cooperate with such inspections. NAET reserves the right to reject any use of the Licensed NAET 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 Mark by STUDENT under this Agreement shall inure to the benefit of Dr. Nambudripad. STUDENT agrees to monitor and maintain the quality of the products and services associated with the Licensed NAET Mark.

STUDENT may not alter, nor use any confusingly similar variations of, the Licensed NAET Mark without NAET's prior written permission. STUDENT may not use the Licensed NAET Mark in any manner that suggests affiliation with or connection to NAET 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 not to challenge, contest, or invalidate Dr. Nambudripad's and/or NAET's rights in the Licensed NAET Mark nor claim any ownership in any element of the Licensed NAET 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 as referenced in Section 8(ii) of this Agreement, and the \$2700.00 fee paid by STUDENT to NAET for the cost of the NAET® Basic-Advanced-1 online class 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 if STUDENT becomes aware or suspects that any third party has infringed on or otherwise improperly used the Licensed NAET Mark. STUDENT is solely responsible for determining what other, if any, permissions, licenses, or releases are necessary to use the Licensed NAET Mark. NAET makes no other representations or warranties, express or implied, as to the Licensed NAET Mark. To the extent permissible by law, NAET 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 has been advised of the possibility of such damages, costs, or losses.

8. NAET Certification and Membership. STUDENT agrees not to advertise himself/herself and/or his/her business as an official "NAET" or "NAET® practitioner" and/or as some similar designation, or as being endorsed by NAET, 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® practitioner and member as long as STUDENT is actively certified by NAET and in compliance with the following requirements:

i.) STUDENT must complete the combined NAET® Basic-Advanced-1 online class. The cost of the NAET® Basic-Advanced-1 online class is \$2700.00, which must be paid by STUDENT prior to taking such online class. Once STUDENT makes this payment, it becomes non-refundable. NAET may provide an option to STUDENT for a full or partial refund of the payment for the online class if the STUDENT only completes a portion of the class. However, any such refund is at the sole discretion of NAET. Upon successful completion of the final test for the NAET® Basic-Advanced-1 online class, STUDENT will receive a certificate of completion for the NAET® Basic-Advanced-1 online class, will be given the designation "NAR Foundation Member," and have his/her name listed on the referral list at www.naet.com.

ii.) Pay NAET \$180.00 annually to maintain his/her NAET membership. The NAET membership will be free for the first year, the said starting date will begin as soon as STUDENT successfully completes the NAET® Basic-Advanced-1 online class. It is STUDENT's responsibility to renew the NAET membership on time. Failure to pay the \$180.00 annual fee in a timely manner may result in: (a) STUDENT's NAET 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; (c) STUDENT no longer being deemed an official NAET® practitioner and member; and/or (d) termination of the trademark license granted in Section 7 of this Agreement.

After completing the NAET® Basic-Advanced-1 online class, STUDENT will be guided to attend the practical part of the NAET® Basic-Advanced-1 training with a qualified, NAET approved NST instructor near STUDENT's geographic location (if feasible). Once STUDENT successfully completes the practical part of the NAET® Basic-Advanced-1 training and provides a documented case study to NAET, STUDENT will be promoted from NAR Foundation Member to the status of Certified NAET practitioner.

STUDENT is also required to attend the NAET® Advanced 2P (Anaphylactic case management class) and Advanced 2A (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 trained practitioner under the terms of this Agreement, is permitted to deliver NAET treatments to patients. STUDENT is not permitted to train his/her staff, assistants, and/or spouses to provide NAET treatments to patients.

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 to STUDENT, and STUDENT being removed from the referral list on www.naet.com.

NAET reserves the right to suspend STUDENT's referral listing on 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® treatments without proper training in such areas of health (e.g., treating anaphylactic cases without attending and mastering Advanced 2P class or ADD and Autism). The suspension will continue until STUDENT resolves any such issues to the satisfaction of NAET. If any such issues are not resolved within 90 days of the suspension, NAET may terminate this Agreement and permanently remove STUDENT's name from the referral list on www.naet.com.

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

10. Indemnity and Hold Harmless. STUDENT agrees to indemnify, defend, and hold harmless NAET and Dr. Nambudripad, including its and her affiliates and related entities, and NAET's, Dr. Nambudripad's and their affiliates' 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® 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® and/or Dr. Nambudripad.

11. 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 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 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: By email (questions@naet.com); By mail (NAET - 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 and STUDENT are not affiliated in any manner. This Agreement does not create a joint venture or partnership between NAET 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®:

STUDENT:

Print Name/Title

Print Name

Signature

Student Signature

DATED: _____

DATED: _____