

NAET® CONFIDENTIALITY, NON-DISCLOSURE AGREEMENT AND
HOLD HARMLESS AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of, 20 , 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, the Parties hereto contemplate entering into discussions respecting proposed business transactions which will necessitate the disclosure by NAET® of certain confidential information and intellectual property defined below.

WHEREAS, the Parties acknowledge that the delivery and possession of such confidential information should be handled in a manner so, as to maintain and protect Disclosing Party’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.

NOW, THEREFORE, Disclosing Party and Receiving Party, intending to be legally bound, do hereby agree as follows.

1. Applications from members of the medical professions holding a valid license/certificate in the state or country they are practicing only will be accepted for the NAET basic-advanced-1 Online course. Please enclose the proof of these qualifications with the application form. We reserve the right to accept or reject applications without giving any reasons.
2. Applications cannot be taken over the phone. Please fill up the application, scan your license and/or proof of qualifications online by logging on to the website: www.naet.com under NAET Training.
3. Please apply only if you are sure you will be able to participate and, once enrolled, cancel the course only in case of emergency. If you leave the seminar prematurely, we cannot reimburse the course fee nor issue a Certificate of Completion for the course or continuing education units for the California acupuncturist. If you cancel (in writing) at least 24 hours before the seminar starting date, the course fee will be reimbursed to you, minus a processing fee of \$90.00. The entire amount will be withheld if a cancellation is made after beginning the class and listening to the first ten slides. The online course participants will receive a Certificate of Attendance at the end of the seminar, provided they have taken the entire course and passed a final written/practical test.

Confidential Information.

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, such as:

i.) NAET® methodology;

ii.) NAET® techniques;

iii.) NAET online course material and

iii.) NAET® test kits and NAET® treatment vials (samples) and NAET books, in addition to NAET® policies and procedures, marketing strategies, pricing policies, financial information, referral sources, customer or patient lists, accounts payable and receivable, information concerning employees, physical plant, and internal performance results.

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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 the STUDENT on a non-confidential basis prior to disclosure of it by the Disclosing Party, or hereafter made available to the STUDENT on a non-confidential basis from a source other than the NAET®.

2. Restrictions on Use and Disclosure. The STUDENT of the NAET® program 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. (further referred to in this agreement as “Dr. Nambudripad”).

i.) The 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.

ii.) No STUDENT is authorized to teach or sell to a third party, any of the NAET® techniques or methodology, even to those persons who are already members of NAET®, without specific authorization from NAET® or Dr. Nambudripad.

iii.) **No STUDENT/practitioner is permitted to treat/manage anaphylaxis or severely allergic cases UNLESS they take the NAET® advanced 2-P level class after successful completion of Basic and advanced 1 level NAET® On-line class and demonstrate thorough knowledge through number of quizzes and final written tests given after the completing of the class on managing anaphylaxis through NAET®. **

3. Terms and Return of Information. This Agreement shall continue until terminated by either Party by giving ten (10) days prior written notice.

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

4. Reverse Engineering. The STUDENT agrees not to undertake, or have performed, any analysis of any material or to reverse engineer any technique, methodology, product(s), machinery, equipment or copying and reprinting NAET books on their own to circulate among the consumers free or for a fee, any other Confidential Information he/she receives in regard to NAET® without the express written consent of NAET® and/or Dr. Nambudripad.

5. Legally Mandated Disclosure. In the event that a 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, the STUDENT agrees to

- (a). immediately notify NAET® of the existence, terms, and circumstances surrounding such a request,
- (b). consult with the NAET® on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party 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 the 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.

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

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to the Confidential Information and the Confidential Information remains the sole property of the NAET®.

NAET® Intellectual Property

By signing this Agreement, the STUDENT agrees that all information learned from NAET® (including NAET® techniques and methodology) remains the intellectual property of NAET® and Dr. Nambudripad.

7. Advertising/ NAET® Certification. The STUDENT also agrees not to advertise themselves or their business as an “NAET” or “NAET®” practitioner or other similar healthcare treating physician, or similar affiliation or as being endorsed by NAET or NAET®. However, a STUDENT may claim to be an NAET® practitioner as long as they are actively certified by NAET®.

i.) In order for the STUDENT to claim they are an NAET® practitioner, the STUDENT must complete the combined basic and advanced -1 NAET® online seminar within the four months’ time frame given for the practitioner to complete the course from initial attendance of basic -advanced 1 combined online class. Upon successful completion of the final test, the student practitioner will receive a certificate of completion of NAET® Basic-Advanced-1 class. The practitioner will be given the designation “Nar foundation Member” and listed his/ her name on the referral list under www.naet.com. Starting January of 2017, only www.naet.com website will be allowed to list NAET practitioners globally.

ii.) In order to maintain their name on the NAET® referral list on the www.naet.com., the STUDENT/ practitioner must pay \$150.00 membership annually. The membership will be free for the first year, the said date will begin as soon as they complete the basic-advanced 1 class successfully and their name will be listed on the www.naet.com referral list. It is the practitioner’s responsibility to renew the membership on time.

After completing the online education, the practitioners will be guided to attend the practical part of the basic-advanced-1 class training with a qualified and NAET® approved NST instructor near them. After they successfully complete the practical part of the training, they will be promoted to the status of “Associated Practitioner”.

8. To be qualified to be promoted as “Certified NAET practitioner” a few more steps should be carried out.

If the practitioner is not a licensed acupuncturist but holds other medical degrees and licenses to practice in their states or countries, he/she is required to attend the required acupuncture training classes and provide the proof of certification to NAET within one year of completion of NAET Basic-advanced-1 online course.

The practitioner is also suggested to submit one NAET case report showing significant improvement demonstrated through before and after treatment of laboratory report and/or demonstrated on photograph taken before after treatment, then upload the data following the submission criteria to the NAET® website.

The practitioner is also required to attend NAET® Advanced 2P (Anaphylactic case management class) and Advanced 2A (ADD and Autism treatment class) online classes. Then they will be promoted to the status of “Certified Practitioner”.

The NAR foundation members and associated practitioners are also required to attend NAET® Advanced 2P (Anaphylactic case management class) and Advanced 2A (ADD and Autism treatment class) online classes before they begin to accept and treat patients with severe allergies as well as patients who suffer from autism spectrum disorders.

**Failure to abide by this provision will result in immediate termination of any and all referrals by NAET® to the STUDENT. That means the listing of the student will be removed from the referral site of the www.naet.com. In addition to, any legal action for which the STUDENT agrees to reimburse NAET® for any and all related attorney fees and costs.

9. NAET® reserves the right to suspend the listing of the practitioner and places the practitioner under investigation, if any

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complaint received from consumers about the practitioner regarding any unprofessional conduct or taking advantage of the consumers in any harmful nature, or caused any harm in any degrees or intensities, by providing NAET® without proper training in such areas of health (fore.g. treating anaphylactic cases without attending and mastering Advanced 2P class or ADD and Autism, etc.). The suspension will continue until the practitioner proves his/her status by providing proof to clear his/her name regarding the complaint.

10. Continuing Education. As part of this Agreement, to improve the NAET® Knowledge in other areas of health management, the STUDENT agrees to attend other NAET® Advanced 2 on-line classes on different topics on NAET® and receive certification in the topics he/she attends. For purposes of this agreement, certification means being proficient in the NAET® methodology and techniques before treating any patients with any specific allergy-based disorder.

11. The NAET trained practitioner is the only one permitted to deliver the NAET treatments to the patients. The NAET practitioner is not permitted to train their staff or assistant or spouses on their own to provide NAET treatments to the patients. If the staff (or your office assistant) is qualified to attend the NAET Course, they should be properly trained in NAET and receive a NAET certification before you can have the assistants provide NAET treatments to your patients.

12. "If we receive any complaints about the practitioner for any inappropriate behavior towards their patients or any complaints about their professional practice, we reserve the right to remove the practitioner's name from the referral list from www.naet.com with or without notifying them, until the practitioner provides the proof of clearance of such complaint".

13. Hold Harmless. By signing this Agreement, the STUDENT agrees to hold harmless, to indemnify and defend NAET® and/or Dr. Nambudripad, at the 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 professional conduct or practice of any NAET® techniques and/or methodology.

14. 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.

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

16. 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.

17. Changes to Agreement and Rights of STUDENT to Independent Review. The 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 an authorized representative of NAET® and STUDENT. The STUDENT further understands that by signing this Agreement they waive their right(s) to any independent review of this Agreement by an attorney or third party who may advise them on the items contained within this agreement. Nevertheless, by signing this Agreement, the STUDENT and NAET® agree to abide by all of the terms contained within this Agreement.

18. 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. If any court action is necessary to enforce the terms and conditions of

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19. 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.

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NAET®:

NAET® STUDENT PARTY:

Print Name

Print Name

Signature

Student Signature

DATED:

DATED: