

Ignite Your Life!
Group Coaching Program
Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) effective as of _____, 201____, by _____ and _____ between _____, a(n) _____ (the “Receiving Party”), whose address is _____ and Envision Success, Inc., a California corporation and its affiliated entities, (hereinafter collectively referred to as the “Disclosing Party”), whose address is 28562 Oso Parkway, Suite D-525, Rancho Santa Margarita, CA 92688. Receiving Party and the Disclosing Party are sometimes referred to in this Agreement as “a Party” or “the Parties” (which term will be deemed to include their respective employees, agents, representatives, attorneys, and consultants);

WHEREAS, Disclosing Party desire to disclose to the Receiving Party confidential information relating to its businesses and how they are built using the power of the internet, during the course of the Ignite Your Life! Group Coaching Program taught by the Disclosing Party, in which the Receiving Party is a participant.

WHEREAS, the Receiving Party is willing to review, examine, inspect, and obtain the Disclosing Party’ confidential business and technical information only for the purpose of participating in the Disclosing Party’s Ignite Your Life! Group Coaching Program and otherwise to hold such information strictly confidential pursuant to the terms of this Agreement;

WHEREAS, the Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to its businesses (including, without limitation, computer programs, technical drawings, algorithms, formulas, tools, methodologies, processes, ideas, inventions (whether patentable or not), schematics, systems, techniques, pricing data, financial data or statement of financial condition, positions in equities, options or any other investment product and other technical, business, financial, customer and product development plans, forecasts, strategies, marketing plans, marketing materials, and marketing information), which, to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as “Proprietary Information” of the Disclosing Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the adequacy of which as consideration for this Agreement is acknowledged by the Parties, and intending to be legally bound hereby, the Parties hereby covenant and agree as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party’s Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to make such use as is necessary to carry out its obligations to the Disclosing Party or as a participant in the Disclosing Party’s Ignite Your Life! Group Coaching Program, (iv) not to copy or reverse engineer any such Proprietary Information, and (v) not to export or re-export (within the

meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof. The obligations of the Receiving Party with respect to all Proprietary Information that is received under this Agreement shall survive termination of this Agreement.

2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in Receiving Party's possession or known by Receiving Party without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to the Receiving Party by a third party without restriction other than information disclosed by service providers of the Disclosing Party or its clients, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

3. Immediately upon request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

4. In the event Proprietary Information is inadvertently or accidentally disclosed, the Receiving Party shall notify the Disclosing Party in writing immediately upon discovery of the disclosure, and shall take action to recover the disclosed Proprietary Information, all necessary precautions to avoid further dissemination of the information disclosed, as well as precautions to prevent disclosure of any additional information.

5. The Receiving Party will permit only those of its employees, agents, representatives, attorneys and consultants access to the Proprietary Information who have a bona fide need to know in connection with pursuing the purposes described in this Agreement; and who are bound by existing nondisclosure agreements with the Receiving Party, which include a commitment not to disclose to any other person or entity the contents or substance of the Proprietary Information disclosed to such person pursuant to this Agreement. In the event that Receiving Party has made prior arrangements to allow a business partner to participate in the Ignite Your Life! Group Coaching Program, then said partner must sign a separate Non-Disclosure Agreement reasonably acceptable to Disclosing Party prior to participation in the program.

6. Receiving Party shall defend, indemnify and hold harmless Disclosing Party and its officers, directors, members, shareholders, controlling persons, employees, affiliates and agents from and against and in respect of any claim, liability, or expense incurred in connection with: (a) any breach, misrepresentation or omission of any

agreement, representation, warranty, covenant, term or condition to be performed, fulfilled or complied with under this Agreement; (b) any (i) unauthorized actions, (ii) violations of any laws, rules or regulations under federal, international or state law or promulgated by any self-regulatory organization, or (iii) misconduct or breach of duty owed to the other Party; or (c) any proceedings, demands, assessments, judgments, costs and expenses, including reasonable legal fees and costs of investigation incident to the foregoing.

7. Any amounts due and owing to the Disclosing Party for the services rendered to the Receiving Party will be made payable to the Disclosing Party in due course. In the event that the Receiving Party shall be entitled to any affiliate commissions or other earnings as a result of any actions taken by Receiving Party in the course of the Ignite Your Life! Group Coaching Program, the Disclosing Party reserves the sole right to reduce such amounts by actual liabilities and/or contingent liabilities in connection with the unauthorized disclosure of Proprietary Information.

8. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of Receiving Party's obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies Disclosing Party might have at law.

9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. Each Party agrees that any action brought under this Agreement shall be exclusively brought in the state or federal courts located in the County of Orange, California. In any action upon this Agreement, each Party irrevocably consents to the personal jurisdiction of the aforementioned courts and agrees not to oppose the venue of such action on the grounds of improper or inconvenient forum.

11. This Agreement will be deemed to have been jointly drafted by the Parties. In the event of any ambiguity in or dispute regarding the interpretation of the same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the actual draftsman.

12. The Receiving Party acknowledges and agrees that neither the Disclosing Party, nor its officers, directors, employees, agents, or other representatives has made or will make any representations or warranties concerning the accuracy or completeness of the Proprietary Information, its fitness for any intended purpose, or any warranty of merchantability; and that the Disclosing Party will not be liable to Receiving Party in any way as a result of Receiving Party's use of any Proprietary Information.

13. Should any of the provisions of the Agreement be declared or be determined by any court or other tribunal of appropriate jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected hereby, and said illegal or invalid part, term or provision shall be deemed stricken and severed from the Agreement and any and all other terms of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

14. All notices or other communications that must or may be given pursuant to this Agreement must be in writing and will be deemed to have been duly given five (5) days following mailing, registered or certified mail with postage prepaid, or one (1) day following transmission by facsimile or other electronic means (with a hard copy thereof mailed to the recipient with postage prepaid), addressed to the Parties at the addresses stated herein, or to such other address which has been specified by the receiving Party in a prior notice as required hereunder.

15. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be altered or amended except by a written instrument executed by both Parties. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.

DISCLOSING PARTY

ENVISION SUCCESS, INC.

By: _____

Name: _____

Title: President/CEO

Date:

RECEIVING PARTY

By: _____

Name: _____

Title:

Date: