

Relationship Toolshop® Non-Disclosure Agreement (NDA)

For Potential Leaders & Joint Venture (JV) partners

Introduction

Non-Disclosure Agreements (NDAs) are common practice in the business world when two people, companies, or organizations are discussing a potential joint venture. It allows both parties to fully disclose their plans and ideas, trusting fully that the other party will protect the confidential nature of what is shared and not use it for illegal or unethical purposes.

Our Intellectual Property and Business attorneys have insisted we get signed non-disclosure agreements, because we give access to secure, confidential information about the proprietary systems and plans that Relationship Toolshop® Training Institute, LLC (the main Toolshop® company, developed by Jody Johnston Pawel) and other third party providers have developed and that RTITI uses to train our leaders. There are specific NDAs at other stages of the process, as you move through the various secure training programs our leaders receive.

Basically, we *both* agree not to share, use, or distribute any intellectual property, content, documents we receive from each other, not to disclose any strategies we hear, and not to replicate any systems or reverse-engineer them for the purpose of building a business, practice or program that could potentially compete with each other or violate intellectual property laws. Attorneys would insist that we account for all the possibilities, seen and unseen, including how disputes would be handled, using terms that would be clear to legal advisors.

Please note that this agreement is intended to protect *both* of us. Potential leaders often have very innovative ideas for what they want to do with their practice and are just as hesitant to tell us what those ideas are. We want to assure you, that we will afford the same protections to you and your ideas as we are asking you to extend to ours. It's important that we are able to fully disclose our ideas to each other, so we can see if a collaborative partnership could help each of us reach our respective goals.

So please read over the following legal gobbledy-gook and check off the box indicating you agree to the terms. When you submit your signed and initialed agreement, we'll sign it, too, and send you a signed, secure pdf format that you can print for your records.

This Leader Inquiry Non-Disclosure Agreement (NDA) shall begin upon the initiation of the Receiving Party requesting confidential information about Relationship Toolshop® Leader Certification and remain in force per the terms detailed below. The person listed on the order form for the free access to the secure information shall be considered the "Receiving Party." If

there is a Company Name in the order field, the person placing the order is agreeing to the terms both personally and on behalf of the company. The agreement is between this "Receiving Party" and Jody Johnston Pawel of Relationship Toolshop® Training Institute, LLC and its related entities, including but not limited to and Ambris Publishing and www.RelationshipToolshop.com. It also extends protection for any proprietary systems of third party providers that are shared through RTITI with their permission. Therefore, the term which will be deemed to include all their employees, agents, representatives, attorneys, and consultants from both companies will hereinafter collectively be referred to as the "Disclosing Parties." Additionally, both the Receiving Party and the Disclosing Parties may be sometimes referred to in this Agreement as "the Parties," particularly regarding the equal protections both parties are afforded through this agreement.

1. Confidential Information.

A. This NDA protects the Receiving Party's confidentiality when that party shares his or her personal history or professional business plans and career goals during discussions with the Disclosing Parties. It also protects the Disclosing Parties and their proprietary content, when sharing details about the Relationship Toolshop® Leader Certification process with the Receiving Party.

B. Disclosing Parties propose to disclose to the Receiving Party some of their confidential information during the course of discussions about how Relationship Toolshop® Leader Certification and co-branded Experts' businesses work, through the confidential and secure Leader Inquiry/Applicant Information training materials, to which the Receiving Party is being given access. **Confidential Information may include** data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Receiving Party by Disclosing Party. Nothing herein shall require Disclosing Party to disclose any of its information.

C. The Receiving Party is willing to review, examine, inspect, and obtain the Disclosing Party's confidential information only for the purpose of participating in the discussions with the Disclosing Parties regarding the possibility of becoming a certified Toolshop® Leader and otherwise to hold such information strictly confidential pursuant to the terms of this Agreement.

D. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information (including, without limitation, formulas, tools, methodologies, processes, ideas, systems, techniques, 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.

E. Confidential Information furnished in tangible form shall not be duplicated by Receiving Party except for purposes of this Agreement. Upon the request of Disclosing Party, Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request or at the termination of any official business relationship with Disclosing Party. After returning all masters and copies, Receiving Party shall delete or otherwise destroy all remaining Confidential Information that remains in Receiving Party's possession, such as on computer hard drives, iPods, cell phones, Blackberries or any other electronic devices that exist now or in the future, and in all email or computer trash/recycle bins. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days after termination of relationship or Disclosing Party's request to return all company materials. (RTITI will provide written directions and certificate.)

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:

2. Receiving Party's Obligations.

A. Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party and Receiving Party shall hold the same in confidence (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials) , shall not use the Confidential Information other than for the purposes of its business with Disclosing Party, and shall disclose it only to its officers, directors, or employees with a specific need to know. Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from Disclosing Party to any other party whatsoever except with the specific prior written authorization of Disclosing Party.

B. In the event that the Receiving Party desires to invite a business partner or outsourcing team member to have access to the Disclosing Party's Proprietary Information, then said partner must sign a separate NDA and set up a separate account prior to accessing the confidential and secure Leader Inquiry/Applicant Information materials.

C. Receiving Party agrees to follow the Disclosing Parties **Reprint Guidelines** as laid out here: The Receiving Party may publish/reprint any article from the public areas of our sites (defined as not in a secure area requiring log-in to access) for commercial or non-commercial purposes in an ezine, website, blog, forum, RSS feed, print publication, or as handouts for a presentation *as long as it is the entire un-edited article and title and*

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includes the article's source credit, including the author's bio and active links as they appear with the article AND written permission is received from the author by completing and sending us a [Permission to Reprint Form](#).

D. Receiving Party agrees **not to teach** the Disclosing Party's Proprietary Information without first successfully completing the required training and certification *and* receiving specific permission to do so.

3. Additional Obligations For Receiving Party If RTITI Leader Certification is Pursued:

- A. Relationship Toolshop® Leaders (Advisors, Group Facilitators, Experts, and any other leadership positions created in the future but not mentioned herein) agree to only teach/use programs that use Toolshop® curricula or outlines, especially Universal Blueprint® programs, only as long as party is an active certified Toolshop® Leader. Party agrees that should his or her certification end, by whatever means, he or she will cease offering services representing Parents Toolshop® or using any of its copyrighted teachings and return any proprietary products, whether or not they are eligible for any refunds (per current Standards & Practices policies). This includes any Toolshop®-specific resources and all leader training materials and presentation supplies. Leaders can resell their inventory of non-leader products. Leader products *cannot* be resold without the express written consent of PTC/RTITI. To know which products are in each category, request a RTITI list of resources.

If it is discovered that a past instructor (or applicant/trainee who received materials but never finished) is generating income by continuing to provide proprietary copyrighted Toolshop® programs or attempting to replicate or create new programs/resources based on them, especially RTITI's proprietary Universal Blueprint® system and its tools, without proper authorization from and compensation to RTITI, that party may face legal action. This may include seeking damages that could involve payment of a percentage of income received from their use of RTITI's proprietary materials, any part or in their entirety. (Certified Leaders receive annual license renewals with written permission to have access to and use of proprietary company content, resources and programs.)

- B. Upon successfully becoming a Certified Leader, Receiving Party will be issued a certificate with written permission to have access to and use of the Disclosing Party's proprietary company information for the duration of their certification.

4. Term.

The obligations of the Receiving Party herein shall be effective from the date Disclosing Party begins disclosing any Confidential Information to Receiving Party for the lifetime of the Receiving Party, pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Receiving Party, nor by the rejection of any agreement between

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Disclosing Party and Receiving Party, by a trustee of Receiving Party in bankruptcy, or by the Receiving Party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. Other Information.

Receiving Party shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Receiving Party; is rightfully received by Receiving Party without obligations of confidentiality; or is developed by Receiving Party without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Disclosing Party along with the asserted grounds for disclosure.

6. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as an obligation or evidence of intent by one party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

7. No Publicity.

Receiving Party agrees not to disclose the existence or terms and conditions of the Agreement without the Disclosing Party's permission.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

Receiving Party may not assign this Agreement or any interest herein without Disclosing Party's prior express written consent.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and may be given to the appropriate party by email with a read receipt or delivery confirmation. If

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no reply or response is received, it is not considered to be officially delivered in writing unless by personal delivery, certified mail, or commonly-recognized traceable delivery service. Both parties agree to accept, receive, sign for and/or verify receipt of any such traceable electronic or physical communication.

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. Signatures.

RTITI Leaders who use Toolshop® curricula/materials in a job through an employer are signing this Addendum as an individual, not as a representative of that company or agency. If such a RTITI Leader should violate the terms of this Addendum, he/she accepts full liability for the consequences. Receiving Party's employer will not be held liable for any punitive or compensatory damages beyond ceasing and desisting the use of RTITI's proprietary information and intellectual property until such time as a fully-certified instructor who has signed and is in compliance with this NDA replaces the RTITI Leader (instructor) who was in violation of the Addendum.

This Agreement and any written notice, consent, agreement or document provided for in this Agreement shall be deemed signed if the person's name is placed on the document whether by manual signature, electronic transmission or facsimile transmission by the person.

Please sign below, to agree to the terms as set forth in this document.

_____	_____	_____
Print Name	Signature	Date
<u>Jody Johnston Pawel, LSW, CFLE</u>	<u>Jody Johnston Pawel, LSW, CFLE</u>	_____
Print Name	Signature	Date

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