

Relationship Toolshop® Non-Disclosure Agreement (NDA)

For Business & Marketing Trainees

Pre-Amble

Non-Disclosure Agreements (NDAs) are common practice in the business world when two or more people, companies, or organizations are discussing details about their businesses. It allows both/all parties to fully disclose their plans and ideas, trusting fully that the other party/parties 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 (or "RTITI," the main Toolshop® company, developed by Jody Johnston Pawel) and other third party providers have developed and that RTITI uses to train professionals.

The parties to this agreement are RTITI or its representatives who serve as trainers and coaches, you the trainee, and all the other trainees, who agree to the same terms.

This agreement is intended to protect *everyone* in the training. Trainees often have very innovative ideas and may be hesitant to share without such assurances. So this is a three-way agreement:

1. We (RTITI and the other trainees) agree to protect *your* confidentiality, so you know no one will "steal" *your* ideas and content, or tell others what *you* are doing or plan to do.
2. You agree to protect *our* (RTITI & Jody's) confidentiality by not sharing the secure course content or attempt to replicate any of our proprietary content or business models.
3. You agree to protect the confidentiality of *all the other course members*. They are each agreeing to these same terms, too.

In a nutshell, we *all* agree not to share/distribute any documents we receive, disclose any strategies we hear and not replicate any systems or reverse-engineer them for the purpose of building a business that could potentially compete with each other or violate intellectual property protection laws.

The attorneys, of course, also 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. So the rest of this document includes that legal gobblede-gook. **Just read the rest of this agreement. If you do *not* agree with the terms, you have 3 business days to request a refund. If you stay in the course, it indicates your agreement with and compliance with these terms.**

Introduction

This Trainee Non-Disclosure Agreement (NDA) shall begin upon the initiation of the Receiving Party registration for a training program offered by Relationship Toolshop® or any of its subsidiary companies.

The person listed on the registration/order form and in the secure blog membership account 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 Parents Toolshop®. It also extends protection for any proprietary systems of third party providers that are shared through RTITI trainings 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” or “both Parties,” particularly regarding the *equal protections* both parties are afforded through this agreement.

1. Confidential Information.

A. This NDA protects both Party’s confidentiality when each party shares his or her personal history or professional business plans and career goals during discussions with the other party or parties (other trainees). It specifically protects the Disclosing Party and its proprietary content, which is shared in detail in Relationship Toolshop® business training programs attended by the Receiving Party.

B. Both Parties propose to disclose to the other Party some of their confidential information during the course of training sessions and support call/webinar discussions, to which 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 the other Party. Nothing herein shall require both Parties to disclose any confidential information.

C. The Receiving Party may review, examine, inspect, and obtain the Disclosing Party’s confidential information only for the purpose of participating in discussions with the Disclosing Parties during the training program and support calls/webinars and shall otherwise hold such information strictly confidential per 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 statement 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 statement.)

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 training content is considered to be 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/team member must sign a separate NDA and get permission to access the same secure account, prior to accessing the confidential and secure course 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 websites (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 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** or share with others the Disclosing Party's Proprietary course information without receiving specialized training, certification, license *and* specific permission to do so.

3. Term.

The obligations of both Parties 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 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.

4. Other Information.

Both Parties shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available or is developed by Receiving Party without breach of this Agreement. Such Confidential Information, however, 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.

5. 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.

6. No Publicity.

Both Parties agree not to disclose the existence or terms and conditions of the Agreement without the other Party's permission.

7. 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.

8. No Assignment.

Neither Party may assign this Agreement or any interest herein without the other Party's prior expressed written consent.

9. 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.

10. Notices.

Both parties agree to accept, receive, sign for and/or verify receipt of any such traceable electronic or physical communication. 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 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.

11. 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.

12. Headings.

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

13. Electronic Signatures.

This Agreement is considered "signed" and that the Receiving Party is in agreement with its terms upon registering for the training course and *not* requesting a refund within 3 business days. During those 3 business days, these terms are in effect and apply to any confidential information accessed during that time. Any additional 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.

If you do *not* agree with these terms, you have 3 business days from the date of your order/registratin to request a refund. If you stay in the course, it indiates your agreement with and compliance with these terms.