

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Nondisclosure and Confidentiality Agreement is entered into as of this date, _____, 201____, between _____ ("Client"), with its principal place of business at _____, and The World Academy of Personal Development Inc., ("Company"), with our principal place of business at 4640 Admiralty Way, Suite 500, Marina Del Rey, CA 90292.

RECITALS

A. Client and Company may enter (or have entered) into a separate agreement whereby Company will provide services to Client, and, in connection therewith, Company will come into contact with certain proprietary information belonging to Client.

B. Company wishes to assure that the proprietary information that will be disclosed to Company in connection with the services (the "Services") Company is providing to Client is held in confidence by Company.

NOW, THEREFORE, based on the facts set forth above, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Confidential Information: For purposes of this Agreement, the term "Confidential Information" shall be deemed to include all information and materials furnished by Client to Company with respect to the Services, including, without limitation, all information transmitted in writing, orally, visually, electronically or on magnetic media, and including all financial and cost information, trade secrets, inventions, innovations, processes, information, ideas, concepts, designs, flow charts, diagrams, progress reports, methods research, product & service pricing, records and specifications owned or licensed by the Client and any other personal or intellectual property relating to the above.

The following shall not be considered "Confidential Information" as defined herein:

- (a) any information in the public domain at the time of Client's communication thereof to Company;
- (b) any information which enters the public domain, through no fault of Company, subsequent to the time of Client's communication thereof to Company;
- (c) any information, which is obtained in good faith by Company from a third party, provided such third party is not bound by a confidentiality agreement with Company.

All Confidential Information, all files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client

shall remain the property of Client and shall be returned to Client no later than the completion of the Services or immediately upon request by Client.

Nondisclosure: Company agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except as authorized in writing by Client, any of the Confidential Information Company receives, acquires or obtains from Client.

Company shall immediately advise its employees and others to whom the Confidential Information is disclosed of their strict obligations under this Agreement and shall take all necessary steps to insure that the Confidential Information is securely maintained.

In the event Company becomes legally compelled to disclose any of the Confidential Information, Company shall provide Client with prompt notice thereof and shall not divulge any information until Client has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by Client are unsuccessful, or Client otherwise waives its right to seek such remedies, Company shall disclose only that portion of the Confidential Information which Company is legally required to disclose.

3. Notices: Any notices, requests, demands and other communications to be given hereunder shall be deemed effective upon receipt or first attempted delivery, and shall be, personally delivered or sent by certified or registered U.S. mail, postage prepaid to the address set forth in the first paragraph of this Agreement.

4. Governing Law: This agreement shall be governed and construed in accordance laws of the State of California.

5. Assignment: Neither party shall have the right to assign, sell or otherwise transfer its rights or obligations under this Agreement.

6. Entire Agreement: This contract reflects the entire agreement between the parties with respect to the subject matter contained herein. No oral statements, communication or conversations between the parties hereto or the representatives, whether the same shall have been express or implied, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion thereof. This Agreement may not be changed, modified or rescinded except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, Client and Company have executed this Nondisclosure and Confidentiality Agreement as of the day and year first written above.

The World Academy of Personal Development Inc.

Client: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____