

Confidential Disclosure Agreement

In the interest of protecting and keeping proprietary the copyrighted materials of the Journey To Mastery™ and as consideration, we agree to the following:

1. All materials, forms processes and concepts disclosed as the Journey To Mastery™ program shall be used only in evaluating the program and its relevancy to the undersigned.
2. “Proprietary Information” refers to: The Quantum Training™ Programs trademarks, copyrights, structure, organization, information, material, trainings, processes and manuals; and, are owned by and the property of Quantum Management Systems and Douglas M. Yeaman. They are protected by United States copyright laws and international treaty provisions. You agree not to make or have made, or permit to be made, any copies of videotapes, manuals, signs or other Quantum Training™ Programs materials, or any portions thereof except as specifically authorized in writing. You agree not to modify, adapt, translate, reverse, disassemble or create derivative works based on, but not limited to: the video tapes, manuals, signs or other Quantum Training™ Program materials. And, you agree to return and terminate any further use of them in the event you discontinue your interest in the program.
3. For a period of five (5) years from the date of receipt, all Proprietary Information shall be maintained in confidence by the receiving party, shall not be disclosed to any third party, and shall be protected with the same degree of care as the receiving party normally uses in the protection of its own company-confidential and proprietary information, but in no event with any less degree of care than reasonable care.
4. Each party further agrees not to use any Proprietary Information received from the other party except for the purposes set forth herein leading to a business relationship between the parties.
5. In the event either party discloses to the other Proprietary Information concerning development work being undertaken or completed, knowledge of which the receiving party claims to have prior to such disclosure, the receiving party shall have 24 hours to present proof of such knowledge to the disclosing party. In the event such proof is not presented within the 24-hour period, the receiving party shall be precluded from asserting prior knowledge

as a defense to any action undertaken by the disclosing party to prevent disclosure or use of such disclosed information.

7. Except as expressly provided herein, this Agreement shall not be construed as granting to or conferring on the receiving party, either expressly or impliedly, any rights, licenses or relationships related to the Proprietary Information or otherwise.

8. All tangible information, including manuals, packages videos and other information submitted hereunder by either party to the other shall remain the property of the furnishing party. If either party elects not to pursue any further business undertaking, each party shall promptly return all tangible information, including any and all copies thereof, relating to all Proprietary Information.

9. This Agreement shall become effective as of the date first written below and shall terminate two (2) years thereafter. However, expiration of the term of this Agreement shall not relieve the parties of any obligations set forth in Paragraph 2 with respect to Proprietary Information, and all such obligations shall continue for the period set forth in Paragraph 2.

10. This Agreement shall be subject to and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written below.

Quantum Management Systems Inc.

Company Receiving Disclosure

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____