



NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this date _____ (this "Agreement") is between Inner Armour Training Limited. "INNER ARMOUR" and (_____) "PARTY".

WHEREAS, both INNER ARMOUR and PARTY desire to enter into discussions concerning the possible establishment of a relationship to develop, manage, provide, and/or sell programs, data, and/or analysis to specific clients and potential investors;

WHEREAS, the parties to this Agreement possess valuable information, technical knowledge, experience and data of a secret and confidential nature relating to the subject; both parties are willing to disclose such information to each other on the condition that the Receiving Party does not disclose the same to any third party or make use thereof in any manner except as set forth in this agreement; and

WHEREAS, INNER ARMOUR and PARTY wish to define the agreed upon terms and conditions governing the confidentiality of material, information and data furnished and to be furnished by one Party to the other in connection with discussions.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and undertakings expressed herein, hereby covenant and agree with each other as follows:

1. The recitals set forth above are hereby incorporated by reference.
2. INNER ARMOUR and PARTY shall be referred to herein as the Parties and individually as the "Disclosing Party" and "Receiving Party" where the Disclosing Party means the party furnishing information and the Receiving Party means the party receiving

information. Since both Parties intend to both receive and disclose information, the terms of "Disclosing Party" and "Receiving Party" shall apply equally to each party.

3. For purposes of this Agreement, the term "confidential Information" shall mean material, particularly the Inner Armour Coaching Methodology® coaching process and in particular the 28 questions and interventions used in conjunction with the questions. Additionally, information, data and other communications specifically including business plans, current or future software designs, or business strategy discussed or produced during the course of dealing relating to this Agreement by either the Receiving or Disclosing Party.

Confidential Information is that information which is disclosed by one Party to the other either in writing or orally, visually or by delivery of items and which is identified by the Disclosing Party, at the time of disclosure, as Confidential Information. For purposes of this Agreement, all information disclosed by one Party to another shall be deemed confidential.

4. All Confidential Information of either Party:
 - a) is hereby acknowledged by the other Party to be of a proprietary nature to the Disclosing Party.
 - b) shall be restricted solely to those advisors and employees with a need to know and who have been advised of the obligation of confidentiality hereunder;
 - c) shall not be used by the Receiving Party for any purpose other than those set forth herein, without the prior written permission of the Disclosing Party;
 - d) shall be held by the Receiving Party in the strictest confidence, and shall be treated by it with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance, but not less than a degree of care reasonably calculated to prevent the unauthorised use, dissemination, disclosure or publication of the Confidential Information;
 - e) is hereby acknowledged by the Receiving party to be the property of the Disclosing Party (including any patents, copyrights or other intellectual property rights therein) and shall be returned to the Disclosing Party or destroyed, at the option of the Disclosing Party (including without limitation, all materials, equipment, drawings, models, apparatus sketches, designs, specifications and lists, encompassing or evidencing same or related thereto, and all copies or format thereof), within thirty (30) days after receipt by the Receiving Party of a written request from the other party setting forth the Confidential Information to be returned or destroyed.

5. The obligation set forth in Paragraph 4 thereof shall apply with respect to any particular portion of Confidential Information of the Disclosing Party which:
 - a) may be published before the date of this Agreement. Removed will be any item that is already in the public domain at the time the Disclosing Party communicates to the Receiving Party, or becomes available to the public through no breach of this Agreement by the Receiving Party;
 - b) is already in the possession of the Receiving Party, free of any obligation of confidence to the Disclosing Party and is not subject to a nondisclosure agreement;
 - c) is disclosed pursuant to a requirement or request of a government agency, but only to the extent so ordered. Any such request would need the approval of the Disclosing party;
6. Confidential Information obtained by the Receiving Party Under this Agreement shall only be used for the purpose of understanding the nature of the Disclosing Party's business and/or products for the purpose of possible future business relationships with the Disclosing Party. Under no circumstances shall the Receiving Party use the Confidential Information for any other purposes without the prior written consent of the Disclosing Party.
7. Nothing contained in this Agreement shall be construed as granting to or conferring on the Receiving Party, expressly or implied, any rights, by license or otherwise, to the Confidential Information of the Disclosing Party or any material, information or data, or any invention, discovery, improvement, or product conceived, made or acquired prior to, on or after the date of this Agreement.
8. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse, for any other, different or subsequent breach.
9. If any term, condition or covenant of this Agreement or the application of such term, covenant or condition to any Party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement other than those provisions as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforced to the fullest extent permitted by law.
10. No amendment to this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each of the Parties.
11. Each Party acknowledges that it has the full power and authority to enter into and perform this Agreement, and that the individual or individuals executing this Agreement

on behalf of each Party have been properly authorized and empowered to enter into this Agreement. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

12. Neither Party has an obligation under this Agreement to change its organisation or business venture. Since either party may choose not to proceed with business negotiations as a result of discussion between the Parties (or Confidential Information or knowledge derived or gained or exchanged during the discussions, including but specifically not limited to the review of business plans), both Parties acknowledge that until a definite agreement is executed, one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions.
13. Each of the parties acknowledge that any breach of violation of the provisions of this agreement relating to the disclosure or nondisclosure of information may result in irreparable and continuing damage to the owner of such information for which there may be no adequate remedy at law.
14. This Agreement and the exchange of information shall terminate upon such date as both Parties agree to terminate discussions, but in no event will that date be more than two (2) years from the date of execution of the Agreement. Notwithstanding the termination of the Agreement, the rights and obligations with respect to the disclosure of Confidential Information shall survive the termination in accordance with the terms hereof.
15. Any notice required or permitted under this Agreement shall be in writing and shall be mailed certified mail, return receipt requested.
16. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior, contemporaneous, oral or written representations with regard to the subject matter hereof. No agent, employee, or representative of either Party has any authority to bind such Party to any representation or warranty unless the same is specifically included within this Agreement.
17. This Agreement shall be construed, interpreted, and enforced under English and Welsh Law and subject to the jurisdiction of English and Welsh Courts. This agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns, including but not limited to, subsidiaries and affiliates.
18. This Agreement may be executed in any number of counterparts, all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

INNER ARMOUR TRAINING LTD.

MEMBER OF THE SENIOR
TRAINING TEAM SIGNATURE

PRINT NAME HERE

(Individual)

[PARTY]

DATE _____