

Directions University Elite Leverage Mastermind Program Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") effective as of _____ 201____, by and between _____ (the "Receiving Party"), of _____ (City), _____ (State) and Ginamarie Gaudio-Graves of Crestview, FL and DirectionsUniversity.com and their related entity, including but not limited to The Abundance Group, LLC of Crestview, FL (hereinafter collectively referred to as the "Disclosing Party"), with both the Receiving Party and the Disclosing Party being sometimes referred to in this Agreement as "a Party" or "the Parties" (which term will be deemed to include their respective employees, agents, representatives, attorneys, and consultants);

WHEREAS, Disclosing Party desires to disclose to the Receiving Party confidential information relating to its business and how it is built using the power of the internet, during the course of the Elite Leverage Mastermind Program taught by the Disclosing Party, in which the Receiving Party is a participant.

WHEREAS, the Receiving Party is willing to review, examine, inspect, and obtain the Disclosing Party's confidential business and technical information only for the purpose of participating in the Disclosing Party's Elite Leverage Mastermind Program and for the purpose of applying such information to the Receiving Party's business and otherwise to hold such information strictly confidential pursuant to the terms of this Agreement;

WHEREAS, the Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to their business (including, without limitation, computer programs, technical drawings, flowcharts, checklists, algorithms, formulas, tools, methodologies, processes, ideas, inventions (whether patentable or not), schematics, systems, techniques, pricing data, financial data or statement of financial condition, positions in equities, options or any other investment product and other technical, business, financial, 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;

WHEREAS, other participants in the Elite Leverage Mastermind Program will likewise disclose to the Receiving Party information relating to the other participants' businesses (including, without limitation, computer programs, technical drawings, flowcharts, checklists, algorithms, formulas, tools, methodologies, processes, ideas, inventions (whether patentable or not), schematics, systems, techniques, pricing data, financial data or statement of financial condition, positions in equities, options or any other investment product and other technical, business, financial, 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 other participants in the Elite Leverage Mastermind Program and/or of the Disclosing Party

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:

1. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information and the other participants' Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make

any use whatsoever at any time of such Proprietary Information except to make such use as is necessary to carry out its obligations to the Disclosing Party or as a participant in the Disclosing Party's Elite Leverage Mastermind Program, (iv) not to copy or reverse engineer any such Proprietary Information, and (v) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof. The obligations of the Receiving Party with respect to all Proprietary Information that is received under this Agreement shall survive termination of this Agreement.

2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in Receiving Party's possession or known by Receiving Party without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to the Receiving Party by a third party without restriction other than information disclosed by service providers of the Disclosing Party or its clients, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.
3. Immediately upon request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
4. In the event Proprietary Information is inadvertently or accidentally disclosed, the Receiving Party shall notify the Disclosing Party in writing immediately upon discovery of the disclosure, and shall take action to recover the disclosed Proprietary Information, all necessary precautions to avoid further dissemination of the information disclosed, as well as precautions to prevent disclosure of any additional information.
5. The Receiving Party will permit only those of its employees, agents, representatives, attorneys and consultants access to the Proprietary Information who have a bona fide need to know in connection with pursuing the purposes described in this Agreement; and who are bound by existing nondisclosure agreements with the Receiving Party, which include a commitment not to disclose to any other person or entity the contents or substance of the Proprietary Information disclosed to such person pursuant to this Agreement. In the event that Receiving Party has made prior arrangements to allow a business partner to participate in the Elite Leverage Mastermind Program, then said partner must sign a separate NDA prior to participation in the program.
6. Receiving Party shall indemnify and hold Disclosing Party and their clearing firms (and their officers, directors, members, shareholders, controlling persons, employees, affiliates and agents) harmless against and in respect of any claim, liability, or expense incurred in connection with:
 - a. any breach, misrepresentation or omission of any agreement, representation, warranty, covenant, term or condition to be performed, fulfilled or complied with under this Agreement;
 - b. any (i) unauthorized actions, (ii) violations of any laws, rules or regulations under federal, international or state law or promulgated by any self-regulatory organization, or (iii) misconduct or breach of duty owed to the other party;
 - c. any proceedings, demands, assessments, judgments, costs and expenses, including reasonable legal fees and costs of investigation incident to the foregoing.

7. Any amounts due and owing to the Disclosing Party for the services rendered to the Receiving Party will be made payable to the Disclosing Party in due course. In the event that the Receiving Party shall be entitled to any affiliate commissions or other earnings as a result of any actions taken by Receiving Party in the course of the Elite Leverage Mastermind Program, the Disclosing Party reserves the sole right to reduce such amounts by actual liabilities and/or contingent liabilities in connection with the unauthorized disclosure of Proprietary Information.
8. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of Receiving Party's obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies Disclosing Party might have at law.
9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
10. This Agreement shall be governed by the law of the State of Indiana without regard to the conflicts of law provisions thereof.
11. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be altered or amended except by a written instrument executed by both Parties. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

DISCLOSING PARTY

RECEIVING PARTY

(Signature)

Name: Ginamarie Gaudio-Graves

Company: The Abundance Group, LLC

Title: President/CEO

Date: _____

(Signature)

Name: _____

Company: _____

Title: _____

Date: _____