



CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (“Agreement”) is made effective this _____ day of _____, 20____, between **UTL Inc. (dba Deep End Fitness)** a Delaware corporation, with a principal place of business in California located at 7514 Girard Ave. Suite 1745 La Jolla CA, 92037 and _____ of _____.

In this Agreement, the party who owns the Confidential Information will be referred to as (“**Owner**”), and the party to whom the Confidential Information will be disclosed will be referred to as (“**Prospect**”) (or **Representative /Recipient**).

UTL inc. (dba Deep End Fitness) (“Owner”) possesses valuable information and know how relating to the invention, development, marketing, acquisition and methods involving certain competitive aquatic sporting events and aquatic fitness training techniques.

Prospect is engaged in the business of: _____ regarding the confidential material and information which may be disclosed between and from Owner and Prospect, or by Owner to Prospect.,

Therefore, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to “Owner” whether or not owned or developed by “Owner” which has or could have commercial value or utility in the business in which the disclosing party is engaged, which is not generally known other than by “Owner”, and which Prospect may obtain through any direct or indirect contact with “Owner”. The Confidential Information that is contained in “Owner’s” “Business Model Licensing Program”, Basic P.R. for Authors, Coaching Network program or other programs of the “Owner” or the Feminine Focus® Calendar –Organizer Promotional Program or System whether written “Models” marked Confidential. given orally as part of the teaching of the Program hereinafter is referred to as “The System”

A. **Confidential Information includes but is not limited to:**

- **Marketing Plans, sources of revenue, and methods developed by Licensor known as The ‘System.’**
- **Vertical, product and geographic Market Plans development by Licensor, known as The ‘System.’**
- **Business records and plans and Financial statements**
- **Trade Secrets: specifically the training methodology and tools used, as well as acquisition of pools.**
- **Technical information & Inventions and Products & Product design information**
- **Pricing structure & Discounts**
- **Copyrights, Trademarks, Intellectual property, other proprietary information and ‘Marks.’**
- **High level networking and contacts.**

B. **Confidential Information does not include:**

- **Matters of public knowledge that result from disclosure by Licensor.**
- **Information rightfully received by Licensee from a third party without a duty of confidentiality.**
- **Information independently developed by Licensee.**
- **Information disclosed by operation of law**
- **Information disclosed by Licensee with the prior written consent of Licensor.**

and any other information that both parties agree in writing is not confidential:

2. **PROTECTION OF CONFIDENTIAL INFORMATION.** Prospect understands and acknowledges that the Confidential Information has been developed or obtained by Owner with the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Owner which provides Owner with a significant competitive advantage.

The Prospect also acknowledges that Owner has developed and owns a unique business method of P.R. - Marketing hereafter known as The 'System'. This method of P.R.-Marketing, known as the "System" may result in significantly higher revenues and is an advantage over competitors.

Specifically, Prospect will not use or market any Trade Secrets or parts of The 'System' or disclose any parts of The 'System' or Confidential Information to any person, partner, as defined in this Agreement, or employees, without them signing a Non-Disclosure also. In addition, Prospect will specifically not disclose, market, or use any or all parts of The 'System', as developed by Owner, for any of the Prospects other businesses or anyone Prospect partners or affiliates with, including equity partners or if Prospect is involved in a company as equity partner, except the one he/she is doing presently as a Business Model License, Coaching Network, or with Business Consulting. If Client as or wants to have any equity partners he/she is involved with use the "system" or any of "Owner's" Programs - systems then Prospect need to get such equity or other partners to sign "Owners" Non-disclosure, specifically if Prospect wants to have a different company he/she is involved with to use "Owner's" System or any program such as Licensing. If Prospect merges with, partners with any other person or company ...under these circumstances a Non-Disclosure is to be signed by all partners and employees of the new company.

Prospect acknowledges that The 'System' as developed by the Licensor is considered a Trade Secret and that Prospect deems The 'System' valuable enough with significant advantage over competitors and that Owner spent considerable time, money and effort, protecting The 'System' with Copyright, Trade Mark, and Trade Secret legal protections.

Therefore, Prospect agrees to hold in confidence and to not disclose the Confidential Information to any person, partner, or entity without the prior written consent of Owner or having a Non-Disclosure signed by such person(s).

3. **RETURN OF CONFIDENTIAL INFORMATION.** Upon verbal or written request of Owner, Prospect shall return to Owner all written materials containing the Confidential Information. Prospect shall also deliver to Owner written statements signed by Prospect certifying that all materials have been returned within five (5) days of receipt of such request by Owner,

4. **RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

5. **NO WARRANTY.** PROSPECT acknowledges and agrees that the Confidential Information is provided on an AS IS basis. OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Owner does not represent or warrant that the business plans or marketing methods disclosed to Prospect will result in similar revenues or have the same results as Owner or Owner's Clients have achieved. Any actions taken by Prospect in response to the disclosure of the Confidential Information shall be solely at the risk of Prospect.

6. **LIMITED LICENSE TO USE.** Prospect shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Prospect acknowledges that, as between Owner and Prospect, the Confidential Information and all related Copyrights, Trade Mark and other intellectual property rights, are (and at all times will be) the property of Owner, even if suggestions, comments, and/or ideas made by Prospect are incorporated into the Confidential Information or related materials during the period of this Agreement. Prospect shall indemnify, defend and hold harmless Owner and its principals, affiliates, sub-agents, employees and representatives against any and all loss, liability, damage and costs, including attorneys' fee, resulting from any claims based on allegations, which, if true, would constitute a breach or default of Licensees obligations under this Agreement, including the foregoing warranties and representations.

7. **GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. The Agreement is entered into and is to be substantially performed and shall be interpreted and enforced, under the laws of the State of California and internationally under the Geneva Agreement regarding Copyright law. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party.

UTL inc. (dba) Deep End Fitness

Prospect

Or **REPRESENTATIVE for PROSPECT or RECIPIENT**

By: _____

Print Name

By: _____

Prime Hall - President

Prospect #2 (Partner #2)

Or **REPRESENTATIVE for PROSPECT (#2)**

By: _____

Print Name

By: _____

Don Tran- Co- Founder