

Confidentiality Agreement

Deploy to Employ Coaching Class

This Nondisclosure Agreement (the "Agreement") is entered into by and between Dylan Raymond and the above named party for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

All information provided must be kept confidential. This includes information provided on behalf of Dylan Raymond Rucksack to Briefcase, LLC or any other affiliates owned by or partnering with Dylan Raymond.

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests in writing.

4. Non-Compete Agreement. Participants may not use any information they have been provided access to for the purposes of forming or aiding a business that's in direct competition to: partnerships that promote adult education; national events during the same time frame of the events we are discussing; international women's empowerment events; international women's empowerment organizations

5. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. Intellectual Property. For the purposes of this Agreement, Intellectual Property shall be considered as Confidential Information, and should be afforded all cautions to ensure that it remains as such unless stated otherwise, via written or verbal communication from Disclosing Party or owners of Intellectual Property.

7. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

8. Payment. Receiving party agrees that any and all payments for classes/programs are contractually final. By signing up for any and all classes/programs, the receiving party will be expected to attend all class/program sessions and will be charged for all services rendered. Should the receiving party not attend class sessions or programs after signing the agreement, payments are still subject to be collected and will be pursued to the fullest extent of the law.

9. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

10. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

11. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

12. Injury. In no event shall Dylan Raymond, Rucksack to Briefcase, LLC, affiliates or any of their respective directors, officers, employees, agents, or content or service providers be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from or directly or indirectly related to the use of, or the inability to use, the site or the content, materials and function related thereto, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales, or cost of substitute services, even if Rucksack to Briefcase, LLC or its representative or such individual has been advised of the possibility of such damages. Rucksack to Briefcase, LLC, its affiliates or any of their respective directors, officers, employees, agents, or content or service providers shall not be liable for any injuries (minimal, serious, catastrophic and/or death) sustained while traveling to and from events, injuries that may occur during events including all activities that may be related to events. Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply to you. In no event shall the total liability of Rucksack to Briefcase, LLC to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms of your use of these sites or travel to events.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative. This agreement may be waived under special consideration. Please contact us directly with any questions, comments & concerns.

Class Legal Agreement

By purchasing this course Deployment to Employment (program) you ("Participant") agree to all of the terms contained in this agreement

PROGRAM

Dylan Raymond agrees to provide the Program, made available through our online commerce shopping cart. Participant agrees to abide by all policies and procedures as outlined in this Agreement as a condition of their participation in the program,

RELATIONSHIP BETWEEN PARTICIPANT AND COMPANY

Participant further understands that a 1-1 relationship does not exist between the parties after the conclusion of this Program. If Participant would like to engage company for 1-1 consulting services, the parties will enter into a separate agreement.

FACEBOOK GROUP

Participant understands the enrollment fee for this Program covers the actual Program ONLY and the Facebook Group component is purely complimentary, and Company/Consultant reserves the right to terminate the Facebook Group at any time, with **or** without notice.

FEES

Participant authorizes **Dylan Raymond of Rucksack to Briefcase** to charge Participant's credit card for the full payment today. **If Participant opted to use the installment payment option, Participant's first installment will be charged on Participant's date of purchase, and all future installments will be charged on the same day each week until Participant has paid in full.**

MISSED PAYMENTS

If Participant selected the installment payment option, and **Participant's** card is declined for any installment payment, **Participant** will receive an email notifying **Participant** of the declined charge and requesting an updated card. **Participant's** card may be re-run 3 days after the first declined transaction. If **Participant** has not provided a form of payment for a successful charge within 3 days, **Participant's** access to the Program will be {suspended until payment is made; or terminated immediately, without refund of the installments made}.

There is NO option to leave this program ONCE the save your seat payment is made. Any missed payments will include a \$35 to restore automatic payment.

Participants are LIABLE for the full course amount whether they complete the course or not. Participants may be sued for the remainder amount of the course IF recurring payments are stopped, charges are disputed OR participant fails to keep up with weekly payment agreement. NO EXCEPTIONS.

NO SHOWS, RESCHEDULES, AND LATE ARRIVALS

The **(Program)** comes with (Program Details). The session(s) will be provided to you for replay. You are responsible for showing up on time. **Dylan Raymond** is not responsible for reminding you of your responsibilities. You are required to come to the meeting distraction free. Dylan Raymond will not exceed the allotted time for your personal or business-related interruptions. If you show up to the scheduled meeting late Dylan Raymond will not exceed the allotted time. (Example: If your session is 90 minutes and you show up 30 minutes late then Dylan Raymond will only provide services to you for the remainder of the time.) If you need to reschedule you must do so (8) eight hours in advance of your scheduled meeting. Rescheduled appointments are subject to Dylan Raymond availability. If you reschedule more than (2) two times, Dylan Raymond reserves the right to cancel your session, and you will not be eligible for a refund.

REFUND POLICY

Due to the nature of the digital product and the immediate access to the Program, once payment has been rendered, all sales are final, and no refunds will be given.

DISCLAIMER

Participant understands that Dylan Raymond is not an agent, lawyer, doctor, manager, therapist, registered dietician, or psychotherapist for Participant. Participant also understands that their participation in this Program will not (choose ONE) [prevent, treat or diagnose any disease, illness (mental or otherwise), or ailment and if they should experience any such issues they should see their registered physician, psychotherapist, or other practitioner as determined by their own judgment.] OR [will not guarantee any business or marketing-related results and if they should experience any business-related issues they should see their financial advisor, accountant, attorney, or other business consulting professional as determined by their own judgment.]

Participant understands that **Dylan Raymond** has not promised, shall not be obligated to and will not deliver any guaranteed outcomes as a result of following the recommendations set forth in the Program. Participant should make their own [lifestyle/business] decisions based on their own personal goals, objectives and desires. The information provided in this Program is

not intended as professional legal, financial, medical or business advice and should not be used as a substitute for obtaining such advice from a licensed professional. All information provided is based on the research, knowledge and personal experience of **Dylan Raymond** and should be followed at Participant's discretion.

Dylan Raymond makes no representations, warranties or guarantees verbally or in writing. Participant understands that because of the nature of the Program, the results experienced by each Participant may vary significantly. Program information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. **Dylan Raymond** assumes no responsibility for errors or omissions that may appear in any Program materials.

Participant further understands that a relationship does not exist between the parties after the conclusion of this Program. If the Parties decide to continue their relationship, a separate agreement will be entered into.

FACEBOOK COMMUNITY GUIDELINES

The Facebook Group is a place where everyone should feel welcome, safe, and secure. The purpose of the group is to connect with, share, and inspire others. Negativity, gossip, and cyber-bullying will not be tolerated.

Each member should feel safe to share in the group. You may not copy, steal, or share the content, ideas, strategies, or plans of the members in the group without their permission.

You may not contact the other members outside of the group without their permission.

Adding members to your email list without their permission is strictly prohibited.

Failure to adhere to the Terms of Use and this Participation Agreement may result in removal from the Facebook Group.

Company/Consultant reserves the right to remove Participant from the Facebook Group at any time, without notice, if Company/Consultant views Participant's conduct within the Facebook Group to be inappropriate or disruptive. Such a determination shall be made by Company/Consultant in its sole and absolute discretion.

Participant will adhere to all Facebook Group Rules posted in the Facebook Group files.

CONFIDENTIALITY

The Company respects Participant's privacy and insists that Participant respect the Company's and other Program Participants' ("Participants") privacy. Any Confidential Information shared by Program Participants or any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, in the Online Community forum or otherwise.

Participant agrees not to use such confidential information in any manner other than in discussion with other Participants during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

AFFILIATE LINKS DISCLAIMER

Some of the links contained in this digital course may be affiliate links. This means that Company may receive a commission if Participant clicks on the link and makes a purchase from the affiliate. Company only recommends products and services known and trusted by Company, whether an affiliate relationship exists or not. Notwithstanding the foregoing, Company makes no guarantees as to the fitness or accuracy of any product, service, or information contained on any third-party links contained in the Program. It is Participant's responsibility to consult the Terms and Conditions of any third-party website.

NON-DISCLOSURE OF PROGRAM MATERIALS

Material given to Participant in the course of Participant's participation in the Program is proprietary, copyrighted and developed solely and specifically for Company. All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made are for personal use in or in conjunction with this digital program only. Original materials that have been provided to Participant are for Participant's individual use only and a single-user license. Any disclosure, reproduction or sale by Participant to a third party is strictly prohibited. Program content may not be sold, tape recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of **Dylan Raymond**. No license to sell or distribute Company's materials is granted or implied.

NO TRANSFER OF INTELLECTUAL PROPERTY

Participant agrees not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights.

PARTICIPANT RESPONSIBILITY

The Program is developed strictly for educational and informational purposes ONLY. Participant accepts and agrees that Participant is entirely responsible for Participant's own progress and results from the Program.

SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

LIMITATION OF LIABILITY

Participant agrees that their use of Company's Program is at their own risk and that Program is only being provided as an informational and educational service. Participant releases Company, its members, officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from participation in the Program. Participant accepts any and all risks, foreseeable or unforeseeable.

Participant agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

IN NO EVENT SHALL COMPANY'S LIABILITY TO CLIENT EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

NON-DISPARAGEMENT

The parties agree that they neither will engage in any conduct or communications with a third party, public or private designed to disparage the other.

Neither Participant nor any of Participant's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or

participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

MODIFICATION

Company/Consultant may modify the terms of this agreement at any time. All modifications shall be posted on (**website**) and Program participants shall be notified.

TERMINATION

Company is committed to providing all Participants in the Program with a positive Program experience. By agreeing to this Participation Agreement, Participant agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Participant's participation in the Program without refund if Participant becomes disruptive to Company or Participants; Participant fails to follow the Program guidelines; is difficult to work with; impairs the participation of the other participants in the Program; or upon violation of the terms as determined by Company.

INDEMNIFICATION

Participant hereby indemnifies and holds harmless the Company and/or Consultant, its officers, directors, employees, contractors, affiliates, agents, successors and assigns from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Company and/or Consultant may incur and which are based in whole or in part upon the Participant's participation in the Program and any claims that any of the Participant's trademarks and other intellectual property and proprietary material infringe upon the rights of any third party, the Participant breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Program, or any claim related directly or indirectly to the Participant's use, operation or the content of _____(Company/Consultant)'s website. Participant shall defend Company/Consultant in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Participant recognizes and agrees that all of Company's/Consultant's members, shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of Company/Consultant.

RESOLUTION OF DISPUTES

Any dispute arising out of this Agreement must be brought and decided in the courts of (State).

This Agreement shall be governed by and construed in accordance with the laws of the (State).

CONTACT. Any questions or concerns related to this Agreement should be sent to:
dylan.e.raymond@gmail.com