

# Confidentiality Agreement

This Confidentiality Agreement (this "Agreement") is made effective as of \_\_\_\_\_, 20\_\_\_\_, between Professional Credit Counselors, Inc. (hereafter known as PCC) and \_\_\_\_\_(hereafter known as Receiving Party).

***The Receiving Party agrees to the following:***

## **CONFIDENTIAL INFORMATION**

The term confidential information means any information or material, which is disclosed or furnished to the Receiving Party by PCC.

**Confidential information includes without limitation:**

- The Credit and Financial Strategies Program, Credit Consulting Business Opportunity Manual
- The Credit and Financial Strategies Seminars, Teaching Materials and Your Financial Future Seminar Series
- Marketing ideas
- Trade secrets
- Technical information
- Products
- Discounts
- Copyrights and other intellectual property

## **PROTECTION OF CONFIDENTIAL INFORMATION**

Receiving Party understands and acknowledges that confidential information has been developed by PCC. Receiving Party agrees to hold in confidence and to not disclose the confidential information to any person or entity without the prior written consent of PCC.

## **No Copying**

Receiving Party will not copy or modify any confidential information without the prior written consent of the other party.

## **Application to Independent Contractors And/Or Employees**

Further, Receiving Party shall not disclose any confidential information to any employees, or independent contractors, except those who are required to have the confidential information in order to perform their job duties in connection with this agreement. Each permitted employee to whom confidential information is disclosed shall sign a nondisclosure agreement substantially the same as this agreement at the request to be the party.

## **Unauthorized Disclosure of Information**

If it appears that Receiving Party has disclosed (or has threatened to disclose) confidential information in violation of this agreement, PCC shall be entitled to as an injunction to restrain Receiving Party from disclosing, in whole or in part, the confidential information. PCC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses in damages.

## **LIMITED LICENSED USE**

Receiving Party shall not acquire any intellectual property rights under this agreement except the limited right to use set out above. Receiving Party acknowledges that the confidential information and all related copyrights and other intellectual property rights, are (and at all times) the property of PCC.

## **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. This Agreement shall be construed under the laws of the state of California. This Agreement shall not be assignable by the Receiving Party.

## **OTHER PROVISIONS**

Receiving Party agrees not to compete with PCC in marketing or offering for sale the Credit and Financial Strategies Program Credit Consulting Business Opportunity manual or the Credit and Financial Strategies Seminars manual, in any form or other like Credit Consulting programs similar to the above stated. This agreement

will remain in effect until both parties agree in writing, that this agreement is no longer needed, or is no longer applicable to the relationship between PCC and Receiving Party.

**No Refund or Money Back Guarantee**

The success of Credit and Financial Strategies Program Credit Consulting Business Opportunity and/or the Credit and Financial Strategies Seminars is the responsibility of the Receiving Party. No refund or money back guarantee is offered for the Credit and Financial Strategies Program manual and/or the Credit and Financial Strategies Seminars manual.

WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place indicated opposite the respective signatures below:

Executed at Brea, California  
on \_\_\_\_\_, 20\_\_

Executed at \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_

Professional Credit Counselors, Inc.  
417 Associated Rd., #A102  
Brea, CA 92821

Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Professional Credit Counselors, Inc.

By \_\_\_\_\_  
Receiving Party