

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of November 15, 2011, by and between Global Success Strategies located at 25050 Avenue Kearny, Ste. 215, Valencia, CA 91355 ("Company") and _____ ("Student") located at _____.

PURPOSE

Company and Student are contemplating a business relationship and in furtherance thereof certain Confidential Information (as defined below) may be disclosed by one to the other.

All Elements and Discussion in the Detroit Underground Seminar Audio/Video

For purposes of this Agreement, the party disclosing confidential information shall be the "Disclosing Party" and the party receiving Confidential Information shall be the "Receiving Party." Both parties have agreed to maintain the confidentiality of the information and materials disclosed to it by the other and to preserve to the Disclosing Party the commercial benefits from the use of such information and materials, unless and until the parties enter into a written agreement providing otherwise.

AGREEMENT

1. Definition. "Confidential Information" means all proprietary information presented by the Disclosing Party to the Receiving Party that relates to (including, without limitation, its properties, employees, finances, businesses and operations, as well as all administrative, technical, financial, trade-secret, manufacturing, or other confidential information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party, as well as the Receiving Party's analyses, conclusions and evaluations thereof (whether in written or electronic form)the business.

2. Obligations Concerning Confidentiality and Limited Use. The Receiving Party agrees, for an indefinite period from the date of this Agreement: (i) that it will maintain and preserve the confidentiality of the Confidential Information, including, without limitation, taking such all reasonable precautions to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own confidential information; (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person (including, but not limited to, any affiliated person or entity), except to the Receiving Party's attorneys, accountants or professional advisors on a "need to know" basis, (iii) that, except as set forth herein, it will not disclose the Confidential Information to any other party without the express written consent of the Disclosing Party; (iv) that it will use the Confidential Information solely in consideration of the purpose described above and that it will not otherwise use the Confidential Information for its benefit or the benefit of any third party . (v) that it will not to remove or export from the United States or re-export any such Confidential Information or any direct product thereof to Afghanistan, the Peoples' Republic of China or any Group Q, S, W, Y or Z country (as specified in Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations, or a successor thereto) or otherwise except in compliance with and with all licenses and approvals required under applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce, and (vi) not to copy or reverse engineer any such Confidential Information. Any employee given access to any such Confidential Information by the Receiving Party must have a legitimate "need to know" and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses shall not apply with respect to any Confidential that the Receiving Party can document (a) is or, through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee, is made generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party, provided the Receiving Party complies with any restrictions imposed by such third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law (including, without limitation, the disclosure requirements of the Federal securities laws of the United States) or court order; *provided* that the Receiving Party uses reasonable efforts to limit any such disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in attempting to limit such disclosure or to seek confidential treatment.

3. Return of Information. Upon the written request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all tangible expressions (including all copies) of Confidential Information, and certify in writing as to any and all tangible expressions of Confidential Information that have been lost or destroyed.

4. No License Granted. The parties recognize and agree that nothing contained in this Agreement will be construed as granting to the Receiving Party any rights, by license or otherwise, to any Confidential Information (except as expressly set forth herein) or to any copyrights, patents, patent applications, trademarks or other proprietary rights of the Disclosing Party.

5. No Warranty. Subject to the terms and conditions of a definitive agreement regarding the Transaction and without prejudice thereto, each party hereto acknowledges that neither it nor any of its officers, directors, employees or agents makes any express or implied representation or warranty as to the completeness of the Confidential Information. The Receiving Party shall not be entitled to rely on the completeness of any Confidential Information, but shall be entitled to rely solely on such representations and warranties regarding the completeness of the Confidential Information as may be made to it in any definitive agreement relating to any Transaction between the parties, subject to the terms and conditions of such agreement.

6. For the period ending one year from the termination date of this Agreement, each party and its directors, officers and employees shall not, for itself or any other person or entity, without the other party's express written consent, directly or indirectly solicit for employment or engagement, or hire or retain, any person who is at any time during the term of this Agreement employed or engaged by the other party, for so long as such person is so employed or engaged.

7. Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting 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 in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information as set forth herein. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. 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.

8. General. The substantive laws of the state of New York will govern this Agreement. This Agreement sets forth the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations between the parties. All amendments or exceptions to this Agreement must be in writing signed by both parties. This Agreement may be executed in counterparts and by facsimile. In the event of any dispute concerning the enforcement of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs.

9. Term. All confidential information must remain confidential indefinitely from the date of this agreement since the information divulged will be unique and proprietary.

Agreed and acknowledged:

COMPANY: Global Success Strategies

STUDENT:

By: Monica Main

Print Name Here: _____



Sign Here: _____

Date: November 15, 2011

Mail to: Global Success Strategies, 25050 Avenue Kearny, Suite 215, Valencia, CA 91355

Or fax to: (661) 295-5575