

## Confidentiality and Propriety Materials Agreement

Institute of Mentalphysics

### **TO: ALL WORKERS AND STUDENTS OF MENTALPHYSICS:**

**In consideration for the Institute of Mentalphysics (“Mentalphysics”) disclosing certain confidential and propriety information to the undersigned, he or she agrees as follows:**

#### **Confidentiality Agreement**

I understand that ALL programs, courses, and classes are a private and personal experience for each participant. I agree to respect the confidentiality of all participants, included but not limited to the leaders, assistants and staff of the Institute of Mentalphysics, and their remarks and actions, and I agree to keep all such information private and confidential. I also agree not to make an audiotape or other electronic recording of all or any portion of the programs, classes and/or courses with prior administrative permission.

#### **Propriety Materials Agreement**

I understand that all materials, meditations, audio, instructions, concepts, written materials and images (collectively called “Materials”) presented by the Institute of Mentalphysics, either oral, electronic or in writing, are the property of the Institute of Mentalphysics are protected by copyright, trade secret, and other applicable laws. I acknowledge that the Materials constitute commercially valuable, proprietary, confidential property of the Institute of Mentalphysics, the design and development of which required the investment of substantial effort, time and money.

I agree not to reproduce, copy, or otherwise duplicate, amend, or distribute, lend, or otherwise transfer, the Materials without the prior written permission of the Institute of Mentalphysics. I agree not to use the Materials in any way that would compromise the confidential and propriety nature of the Materials.

I understand that the Materials presented by the Institute of Mentalphysics are intended solely for use in programs, classes, and courses. I understand that while I am free to use the Materials for my own personal use, and free to tell others about the benefits I realized from the programs, classes, and/or courses, I agree not to resell, reproduce and sell, or repackage and sell the Materials in any media. I agree that I will not use the Materials for any other purpose other than my own personal use except with the prior written permission of the Institute of Mentalphysics. I agree not to deliver the Materials themselves, either reproduced or modified, or anything derived from the Materials, either orally, writing, or in any media, as part of any seminar, training program, workshop, or similar business activity which I make available to my clients or to others, except with the prior written permission of the Institute of Mentalphysics.

#### **Miscellaneous:**

This agreement shall be constructed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction and the Parties hereby consent to the personal jurisdiction of all state and federal courts in such state.

Upon any breach of this agreement, the undersigned agrees that damages may not be an adequate remedy and that, upon a proper showing to a court of competent jurisdiction, Mentalphysics shall be entitled to equitable relief, including injunction and specific performance, without the necessity to post a bond, in addition to all other remedies available at law or in equity. The prevailing Party in such

action, or in any action to enforce or Interpret this Agreement, shall be entitled to: (a) all losses sustained by reason of such breach; and (b) all expenses incurred in enforcing any legal remedy or rights based upon, or arising out of, this Agreement, including attorneys' fees.

The undersigned agrees to indemnify Mentalphysics, its officers, trustees, employees and agents against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Mentalphysics as a result of this Agreement by the undersigned.

This agreement shall be constructed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction, and the Parties hereby consent to the personal jurisdiction of all state and federal courts in such state.

**This Agreement may be delivered by facsimile or electronic (e-mail) transmission and facsimile or electronic (e-mail) signatures shall be treated as original signatures for all applicable purposes.**

**Additionally, I acknowledge that Rev. Rami Erwin is an authorized instructor of Mentalphysics. Accordingly all class materials, and information disclosed to me in class or in personal interaction with Rev. Rami Erwin, shall be subject to the above licensing and confidentiality provisions. Moreover, personal information disclosed during class by other participants shall be treated with strict confidentiality, and not disclosed or discussed outside of class.**

X \_\_\_\_\_

Signature

\_\_\_\_\_  
Date

Please email completed form to [pamerwin111@gmail.com](mailto:pamerwin111@gmail.com).