

Confidentiality Assurances

During its business relationship with Harpo, Inc. ("HARPO"), and thereafter, to the fullest extent permitted by law, UNTICUS Performance Training Co. (including all its employees) ("VENDOR") (VENDOR and HARPO are sometimes referred to here as "Party" or "Parties".) is obligated to keep confidential and never disclose, use, misappropriate, or confirm or deny the veracity of, any statement or comment concerning Oprah Winfrey, HARPO (which, as used herein, includes all entities affiliated with Harpo, Inc., including but not limited to Harpo Productions, Inc.; Harpo Studios, Inc.; and Harpo Films, Inc.) or any of her/its Confidential Information. The phrase "Confidential Information", as used in this policy, includes but is not limited to, any and all information which is not generally known to the public, related to or concerning: (a) Ms. Winfrey and/or her business or private life; (b) the business activities, dealings or interests of HARPO and/or its officers, directors, affiliates, employees or contractors; and/or (c) HARPO's employment practices or policies applicable to its employees and/or contractors.

VENDOR may disclose Confidential Information only to VENDOR's employees and consultants on a need-to-know basis. VENDOR will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable VENDOR to enforce all the provisions of this Confidentiality Assurances Agreement ("Agreement"). VENDOR shall notify the President of Harpo Productions, Inc. immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by VENDOR and/or its employees and/or consultants, and will cooperate with HARPO in every reasonable way to help HARPO regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

During its business relationship with HARPO, and thereafter, VENDOR is obligated to refrain from giving or participating in any interview(s) regarding or related to Ms. Winfrey, HARPO, its business relationship with HARPO and/or any matter which concerns, relates to or involves any Confidential Information. If VENDOR is contacted by a person, media representative or journalist who requests an interview or statement, VENDOR is obligated to refrain from disclosing or confirming or denying the veracity of, any information or question presented by said person, media representative or journalist. Further, in response to all such requests, VENDOR shall immediately reject the request, issue a "no comment" statement and immediately advise the President of Harpo Productions, Inc. of the details and circumstances surrounding the request.

During its business relationship with HARPO, and thereafter, VENDOR is obligated to refrain from writing a book and/or any form of written manuscript, or from contributing toward such a book or written manuscript, either directly or indirectly, which contains, relates to or mentions any Confidential Information.

Upon expiration of its business relationship with HARPO, VENDOR is obligated to immediately return all property, photographs, videotapes, and/or other tangible information concerning or related to HARPO or Ms. Winfrey and/or any tangible document that contains or relates to any Confidential Information, without retaining copies of any such information. The only exception is for photographs that are provided to VENDOR as a gift by either Ms. Winfrey or HARPO. VENDOR is expressly prohibited from using or disclosing to any person, or using for its own personal gain, any information which is not generally available to the public, or which, in the case of information gathered for use in a program, has not been broadcast.

During its business relationship with HARPO, and thereafter, VENDOR acknowledges and agrees that it shall not and cannot use HARPO's name, logos or any other HARPO trademark, Oprah.com's name or Ms. Winfrey's name, voice, picture or likeness for any advertising or promotional purposes without first obtaining written permission of HARPO. VENDOR agrees not to use HARPO's name, Oprah.com's name or Ms. Winfrey's name in any publication or in connection with the marketing or advertising of, or in connection with, any book or other publication, product or service, including internet or other online computer communication services. Further, VENDOR hereby agrees not to use the phrase "As Endorsed By Oprah," "As Seen On Oprah" or similar statements in any promotional or advertising material or on any of its websites, without express, written permission from HARPO.

Enforcement of this Policy

Any violation of any of the terms set forth in this policy is subject to appropriate sanctions, up to and including monetary damages and injunctive relief (if appropriate), and/or an immediate termination of VENDOR's relationship with HARPO. In addition, if VENDOR has any information or facts that tend to show that VENDOR or any other employee or contractor has violated this policy in any way, no matter how slight, VENDOR is obligated to inform the President of Harpo Productions, Inc. immediately. Failure to do so also may result in the termination of VENDOR's business relationship with HARPO.

Resolving Disputes and Controversies Concerning this Policy

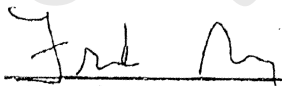
If a dispute or controversy arises out of or relates to this policy, or the actual or threatened breach thereof, and if said dispute or controversy cannot first be settled through informal discussions between HARPO and VENDOR, the Parties agree to submit the dispute or controversy to binding arbitration which will be administered in accordance with the Rules of the American Arbitration Association ("AAA"). Said arbitration shall be the exclusive method of resolving such disputes or controversies unless the alleged violation of this policy also involves an actual or potential violation of some other statute or legal doctrine including, the Illinois Trade Secrets Act, invasion of privacy, defamation, etc. Any Party who desires to exercise any rights under this procedure shall be required to inform the other Party within ninety (90) calendar days from the date the dispute or controversy arose, or said rights shall be waived.

The arbitration will be conducted before either a former judge or justice selected by the Parties among a list of individuals who are from one of the following courts: the Supreme Court of the United States, the United States Court of Appeals, the United States District Court, the Cook County Circuit Court, the Illinois Appellate Court, or the Supreme Court of Illinois. The arbitrator selected shall have experience in resolving such disputes, and he/she shall be available to hear and determine the case promptly. The arbitrator's sole function and authority is to determine whether HARPO's policy governing Confidentiality Assurances has been violated and, if so, he/she shall be empowered to grant legal and/or equitable relief as may be just and equitable. The arbitrator will have no authority to add to, modify or subtract from HARPO's policy governing Confidentiality Assurances.

The arbitrator shall make his/her decision based upon the preponderance of the evidence. The arbitrator shall render his/her oral decision at the conclusion of the arbitration in the presence of all Parties, unless the Parties mutually agree otherwise prior to the arbitration hearing. The Parties agree and acknowledge that the decision of the arbitrator shall be final and binding and both Parties hereby waive their right to appeal therefrom. The Parties also agree and acknowledge that the success of this procedure depends on the cooperation of the participants and, therefore, if either Party fails to fully cooperate during any stage of the procedure described herein, the arbitrator shall have the authority to render a decision in favor of the other Party.

All pleadings, documents, testimony and facts presented during the course of the arbitration (or during the Parties' informal discussions which arise prior to the arbitration), shall be regarded as highly confidential, and shall not be divulged or published by either Party outside of the arbitration forum.

By my signature below, I acknowledge that I have received a copy of and read HARPO's policy governing Confidentiality Assurances and I agree to abide by all of its terms to the fullest extent permitted by law.



Authorized Vendor Representative Signature

Frank Muñoz

Authorized Vendor Representative (Print)

7-23-08

Date