



Mentor Services Unlimited, LLC.

**** (PLEASE PRINT THIS DOCUMENT WHEN EMAILED TO YOU, COMPLETE IT, SCAN IT BACK INTO YOUR COMPUTER AND EMAIL IT TO US AND THEN RETURN THE HARD COPY TO MENTOR) ****

Confidentiality N.C.N.D. Agreement

Is between the **OWNER** AND **RECIPIENT** NON-CIRCUMVENTION / NON-COMPETE AND NON-DISCLOSURE / PRIVACY DOCUMENT

Today is: _____ / _____ / ____ / ____ / _____ : _____
Month Physical Day Date/Yr. Time AM/PM

OWNER MENTOR SERVICES UNLIMITED, LLC. And its Subsidiaries, Divisions, and/or Affiliates AND YOU THE **RECIPIENTS**:

RECIPIENT Please Print Business Name: _____

Your Names & Titles _____

Street Address _____ City: _____ State: _____ Zip: _____

Bus. Phone # _____ Home Phone #: _____ Cell: _____ Fax # _____

Email _____ Web Address: _____

Who introduced/referred this opportunity to me, No - One as I found this on my own (Place an "X" here: _____) Or My/Our Affiliate Name(s) & I.D.(s)# _____

Name(s) & I.D.(s) # _____ & Name(s) & I.D.(s) # _____ & Name(s) & I.D.(s) # _____

Please place an (X) in front of the dollar amount of your () investment, () contribution or () loan / requested funds you are seeking or intend to invest/deposit through our private network resources: \$ _____ ← Leave blank if not certain.

RECITALS:

1. **OWNER** has developed what it considers valuable, proprietary, and confidential matter or information, relating to or consisting of certain public and nonpublic technology and information concerning CORPORATE, BUSINESS, LOANS, INVESTMENTS AND PERSONAL PROGRAMS, PRODUCTS, SERVICES, PROJECTS, AND INVENTIONS PLUS MARKETING, SALES, AND BUSINESS STRATAGIES, WHICH ARE TO BE CONSIDERED ("CONFIDENTIAL MATTER") ON ("ALL SUBJECTS.")
2. **OWNER** desires, at its discretion and on a confidential basis, to disclose the confidential matter to **RECIPIENT** for **RECIPIENT'S** observation, evaluation, and testing to aid **OWNER** in the further development and marketing of the above, and/or to introduce a licensing opportunity to the **RECIPIENT** or to obtain additional financing.
3. In light of these considerations, **RECIPIENTS** agree to review the confidential matter on the following terms and conditions. The opportunity for inclusion (when qualified) in some of the many benefits and services the network will provide our clients, may produce High Yield Return Passive Income Programs (HYRPIP) and Provide Ongoing Hybrid Portfolio Positive Cash Flow Participation.

AGREEMENTS

Section 1. Maintenance of confidentiality

- 1.1 Procedures to prevent disclosure. **RECIPIENT** shall comply with reasonably prudent procedures designed to maintain in confidence and safeguard the confidential matter, shall not use the confidential matter except in a manner consistent with this agreement or in such other matter agreed to by the OWNER in writing, and shall prevent disclosure of the confidential matter.
- 1.2 Employees. If it is necessary under this agreement for **RECIPIENT'S** employees to access the confidential matter, then each designated employee shall sign this agreement.

- 1.3 Limitations on use. **RECIPIENT** shall not distribute or sell copies of the confidential matter to others, either manually, through electronic transfer, or other means. **RECIPIENT** shall not reproduce, reverse engineer, decode, decompile, modify, adapt, translate, rent, lease, sell, distribute, create derivative works of, or otherwise use the confidential matter.

Section 2. Limitations on **RECIPIENT'S obligations**

2.1 General limitations. **RECIPIENT'S** obligations under this agreement shall not apply to the following;

2.1.1 Known matters. That is known to **RECIPIENT** at the time of disclosure concerning this confidential matter by **OWNER** to **RECIPIENT**. Attached to this agreement as an **EXHIBIT A** (emailed or hard copy materials) is a list of related matters already known to **RECIPIENT**. If no **EXHIBIT A** is attached it shall be conclusively presumed that no related matters exist that are already known to **RECIPIENT**.

2.1.2 Public information. That is or becomes publicly known or available through no-fault of **RECIPIENT**.

2.1.3 Information from third parties. That is acquired by **RECIPIENT** from a third party who had the legal right to make the disclosure to **RECIPIENT**.

2.1.4 Legal requirements. That is required by law to be disclosed to **RECIPIENT**.

2.2 Time limitation. The confidence obligations of **RECIPIENT** under section 1 shall terminate five (5) years from the date of this agreement.

Section 3. Marking of confidential matter

3.1 **OWNER** agrees that all written information disclosed, as confidential matter subject to this agreement will be prominently marked as confidential or proprietary. For purposes of this agreement, business plans, financial projections, software programs, and any information contained therein, and any other things which are not considered to be written material which requires separate confidential marketing but must nonetheless be treated as confidential. To the extent that confidential matter is disclosed orally, it will be treated by **RECIPIENT** as confidential, unless stated otherwise by **OWNER**.

Section 4. Burden of proof

4.1 Disclosure of confidential matter. The burden of demonstrating that specific information, falling within the above general description of the confidential matter was, in fact, disclosed, and the date of such disclosure, shall rest with **OWNER**.

4.2 Application of exceptions. The burden of demonstrating the applicability of any of the exceptions to the confidentiality obligations is set forth in subsection 2.1 shown, rests with the **RECIPIENT**. **RECIPIENT'S** burden shall be clear and convincing evidence.

Section 5. Patent, trademark and copyright.

5.1 In the event that the confidential matter or any part thereof is or becomes the subject of a patent, trademark, or copyright application, or of a patent, trademark, or copyright registration, **RECIPIENT** agrees and understands that **OWNER** will have all the rights and remedies available to **OWNER** under the applicable law arising from any resulting patents, trademarks, or copyrights.

Section 6. Limited license/ownership

6.1 It is understood by both **RECIPIENT** and **OWNER** that this agreement does not constitute a license to use the confidential matter other than for evaluation and testing as outlined in the recitals nor does this agreement constitute an offer for sale of any type. All confidential matter is the sole and exclusive property of the **OWNER**.

Section 7. Return of confidential matter

7.1 Within thirty (30) days of receipt of written demand from **OWNER**, **RECIPIENT** agrees to return to **OWNER** all copies of the written explanations, instructions, information, business plans, financial projections, and any other materials containing the confidential **matter and retain no copies** thereof.

Section 8. Specific performance

8.1 **RECIPIENT** acknowledges that it is impossible to measure in money the damages that will accrue if **RECIPIENT** should fail to perform any of the obligations contained in this agreement. Therefore the terms and provisions of this agreement may be specifically enforced in equity by an injunction or otherwise and **RECIPIENT** hereby waives the claim or defense that the remedy at law is adequate for a breach of any of the terms and provisions of this agreement.

Section 9. Non-circumvention/non-compete and non-disclosure

9.1 Non-circumvention. By signature below and execution of this agreement **RECIPIENT** does also hereby agree and covenant not to circumvent and in anyway, directly or indirectly, the **OWNER** in any business dealings from the date of this agreement below with any confidential sources of the **OWNER** including any product vendors made known to **RECIPIENT** through **OWNER** and/or the confidential matters.

9.2 Non-compete. The **RECIPIENT** will not attempt to contact, deal with, profit from, nor in any manner solicit vendor sources of the **OWNER** or utilize the confidential matters in any manner competitive, either directly or indirectly, with the **OWNER** and the business set forth in the business plans.

Section 10. Miscellaneous provisions

10.1 The provisions of this agreement shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, and assignee is of the **PARTIES**.

10.2 Litigation expense. In the event of a default under this agreement, the defaulting PARTIES shall reimburse the non-defaulting PARTY or PARTIES for all costs and expenses reasonably incurred by the non-defaulting PARTY for PARTIES in connection with the default, including without limitation attorneys fees. Additionally, in the event a suit or action is filed to enforce this agreement or with respect to this agreement, the prevailing PARTY or PARTIES shall be reimbursed by the other PARTY for all costs and expenses incurred in connection with a suit or action, including without limitation reasonable attorney fees at the trial level and on appeal.

10.3 Applicable law. The agreement shall be governed by and shall be construed in accordance with the laws of the United States of America.

10.4 Notice. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the PARTIES as follows:

If to OWNER: MENTOR SERVICES UNLIMITED, LLC. 409 N.E. 19th Place Cape Coral, Florida 33909. OFFICE: (301).248.1000 Cell: (843) 997.1800
FAX: (703) 880.9496 WEBSITE: www.mentorservicesunlimited.com EMAIL: info@mentorservicesunlimited.com

If to RECIPIENT: YOU, YOUR COMPANY NAME and CONTACT PERSONS and CONTACT INFORMATION as completed at top of this document.

All notices and other communication shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of the PARTY to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other PARTIES.

10.5 Waiver. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar no more shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the PARTY making the waiver.

10.6 Counterparts. This document may be executed in any number of counterparts, each of whom shall be deemed to be an original and shall be fully binding each PARTY who has executed it, but all such counterparts together shall constitute one and the same agreement including those executed by employees of RECIPIENT. We Witness with our signatures on the dates written below.

Disclaimer: We are not Certified Financial Advisors, U.S. Securities Dealers, Stock Brokers or Investment Advisers. We are strictly business consultants, acting in the capacity of a financial intermediary who provides advice to private clients on or about business matters. Please understand that the contemplated transaction (s) is strictly private and in no way relates to the United States securities act of 1933("THE ACT") and does not involve the sale of registered securities. This transaction (s) is private and exempt from the act. This information is being provided on a "Best Efforts" basis per your request as a courtesy, and only for "Informational Purposes". It is for your "Private Use Only". The requested information is NOT for further dissemination and is NOT intended to be a solicitation of funds NOR any type of offering. Sender is NOT a United States Securities Dealer or Broker and is NOT a United States Registered Investment Advisor. The sender is only a Consultant providing introductory services upon request. This email letter and any and all attachments and related documents are never considered to be a solicitation for any purpose in any form or content. Sender makes no warranties or representations as to the Buyer, Seller, or possible Transaction. All due diligence is the responsibility of the principals involved in a potential transaction and the principals must do their own due diligence on one another and on all facets of any potential transaction. Information supplied originated from sources considered to be credible and has been represented to us as non-security transactions for review, exempt from the Securities Act of 1933 and all amendments pertaining to same. We do not warrant any authenticity or accuracy. Conveyance of this material does not imply acceptance of any liability and does not constitute a representation or assurance of any sort whatsoever, and shall not be interpreted as a guarantee or obligation on our part. This information is provided exclusively for the eyes of sophisticated parties or their agents and void where prohibited by law. The information contained in this email and/or letter is intended solely to provide general introductions on matters of interest for the personal use of the reader, who accepts full responsibility for its use. The information is provided with the understanding that the authors and sender are not herein engaged in rendering legal, accounting, tax, or other professional advice or services. As such, it should not be used as a substitute for consultation. While we have made every attempt to ensure the information contained in this email and/or letter has been obtained from reliable sources, we are not responsible for any errors that may occur. All information in this email and/or letter is provided "as is," with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, expressed or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular use. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the reader. Laws and regulations are continually changing, and can be interpreted only in light of particular factual situations. Upon receipt of these documents you, as the Recipient, hereby acknowledge this Disclaimer and hold sender harmless of any and all content or attachments. If acknowledgement is not accepted, then Recipient must return any and all documents in their original receipted condition to Sender. These Confidential and electronic communications are covered and protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections 6801-6809 and other laws addressing the disclosure of Non-Public Personal Information including but not limited to the Electronic Communications Privacy Act of 1986, Codified at 18 U.S.C. §§ 1367, 2510-2521, 2701-2710, 3121-3126. Also see: <http://www.ftc.gov/privacy/glbact/glbsub1.htm>

Confidential: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. This communication is for information purposes only and should not be regarded as an offer to sell or as a solicitation of an offer to buy any financial product, an official confirmation of any transaction, or as an official statement of the Sender or its Principals. Email transmission cannot be guaranteed to be secure or error-free. The Sender, its affiliates and or assigns does not represent that this information is complete or accurate and it should not be relied upon as such. All information is subject to change without notice. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender by return E-mail and delete this message, along with any attachments, from your computer. Thank you.

All parties agree neither to circumvent nor to attempt to circumvent either party for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees. All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed and in any number of counterparts all of which shall be taken together and shall constitute as being one and the same instrument.

Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned. Necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.

Nothing in this Agreement or the relationship it describes between the Client, as Payor, and the Payee, who is entitled to and/or shall receive Consultant Fees, creates, deems or imputes anything other than a Payor/Payee relationship. Specifically, nothing herein creates, deems or imputes a partnership or partnerships of any type or sort between the parties hereto, their heirs, successors, agents, associates, or their beneficiaries.

It is understood that the services being requested of the Payee initially involves the identification and introduction of the authorized parties of a qualified Contract Signatory, Buyer, Seller, or Program Manager who will accept and perform the above referenced transaction. A Contract Signatory, Buyer, Seller, or Program Manager has been deemed to have been introduced, under the terms of this Agreement, at the point in time when the Payees have succeeded in introducing the authorized parties of the Contract Signatory or Program Manager to the Client either by telephone or by official written statement.

Client hereby warrants that the assets being offered for this or any future transaction were legally obtained through legitimate business activities. These assets are freely transferable and free of encumbrances and are fully verifiable by the custodial bank currently holding said assets. Client agrees to hold the Payee harmless should any investigation or complaint result from any attempted transaction using said assets.

All rules and provisions of the International Chamber of Commerce currently in effect (ICC 400/500/600, Paris, France) with respect to non-circumvention and non-disclosure conciliation and arbitration are hereby incorporated into this agreement by reference and are made an integral part hereof. All Parties agree not to circumvent or attempt to circumvent either party in this or any future transactions now or pending, for a period of five (5) years from the execution of this Agreement. These rules apply to all parties to the above transaction, any parties in interest who are associated with the Client in the above transaction, their legal successors, agents, associates, transferees, assigns, designees, or their Trustees.

It is understood by all parties that the Consultant's fees paid under this Agreement must conform to the current rules applications of the United States Federal Reserve and any other Monetary Authorities and issued Treaties, which may govern the Transactions that are contemplated under this Agreement.

PARTIAL INVALIDITY: The illegality, invalidity and non-enforceable provision of any part of this document under the laws of any jurisdiction shall not affect any other part of this documents legality, validity or enforceability under the law of any other jurisdiction or provision.

GOVERNING LAW AND JURISDICTION: This document shall be governed and construed in accordance with current English law, USA Law, or I.C.C 400/500/600 rules signed between parties with regard to NCND laws.

ARBITRATION: All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any question's regarding its existence, validity or termination to arbitration rules of the international arbitration center (I.A.C) . The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply.
This document is signed and accepted by parties named below as to be included in the main contract. Accepted & Agreed by the CLIENT and Beneficiary's named below:

PARTIES OWNER: Mentor Services Unlimited, LLC. (Its Subsidiaries, Divisions, And / Or Affiliates) By my hand, Company official:

Printed name: James S. Davis, Jr. Date: _____
Signature: _____ Title Here: _____ Approved Company Representative

RECIPIENTS: *BASED ON OUR REVIEW AND INTENT TO PARTICIPATE (IF QUALIFIES & APPROVED), I / WE ARE SEEKING TO PARTICIPATE AT THE ABOVE STATED LOAN REQUESTED / INVESTMENT DOLLAR AMOUNT LEVEL: By my hand,

Our Company Name to be printed here: _____

(Applicants) Your Printed Names: _____ / _____ Date _____

Signature: _____ Title Here _____

Beneficiary Print Name: _____ Relationship _____ Date _____

(Applicants) Your Printed Names: _____ / _____ Date _____

Signature: _____ Title Here _____

Beneficiary Print Name: _____ Relationship _____ Date _____

(Applicants) Your Printed Names: _____ / _____ Date _____

Signature: _____ Title Here _____

Beneficiary Print Name: _____ Relationship _____ Date _____

The original of this confidentiality/NCND agreement is to be forwarded to the **OWNER** and originator of this document with all signatures and dates; a copy will be subsequently returned **to the RECIPIENT.**

**** Please attach and forward all business cards applicable when available.
Return to Owner after completed**