



Mentor... is your conduit to get to it!

Your KEY... to unlimited success!

Mentor Services Unlimited, LLC.

(PLEASE PRINT THIS DOCUMENT, COMPLETE IT AND RETURN THE HARD COPY TO MENTOR)

Confidentiality NCND 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 _____

Please list here the dollar amount of your investment, loan, contribution or requested funds you are seeking or intend to invest through our private network resources: \$ _____

RECITALS:

- (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 STRATEGIES, WHICH ARE TO BE CONSIDERED ("CONFIDENTIAL MATTER") ON ("ALL SUBJECTS.")
- (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.
- 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 reasonable prudence 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 of agreed to 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 if the 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 ten (10) 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 has 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 show 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 State of South Carolina.

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. 7708 LOCUST LANE, FORT WASHINGTON, MD. 20744 OFFICE: (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.

PARTIES

OWNER: Mentor Services Unlimited, LLC. (Its Subsidiaries, Divisions, And / Or Affiliates) By my hand, Company official:
Printed name: _____ Date: _____
Signature: _____ title here: _____ Approved Company Representative

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

By my hand, Our Company Name to be printed here: _____
(Applicants) You Printed Names: _____ / _____ Date: _____
Signatures: _____ title here: _____
Signatures: _____ title here: _____

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.

IT IS HEREBY UNDERSTOOD THAT, UNLESS OTHERWISE STATED IN WRITING, THAT MENTOR SERVICES UNLIMITED, LLC. AND/OR ANY OF ITS SUBSIDIARIES, DIVISIONS, AND/OR AFFILIATES IS TO BE CONSIDERED A MARKETING COMPANY THAT IS ACTING AS THE FACILITATOR PROVIDING SERVICES ON BEHALF OF IT'S CLIENTS ONLY. IT IS FURTHER UNDERSTOOD THAT ANY (P.P.S.P.) PROGRAM, PRODUCT, SERVICE, OR PROJECT IS TO BE FULFILLED, PROVIDED, AND SERVICED BY THOSE PARTIES ACCEPTED BY OUR CLIENTS UNLESS OTHERWISE STATED AND NOT MENTOR SERVICES UNLIMITED, LLC. AND/OR ANY OF ITS SUBSIDIARIES, DIVISIONS, AND/OR AFFILIATES.