

Confidentiality Agreement

This Confidentiality Agreement (this "Agreement") is made effective as of _____, 20____, between Professional Credit Counselors, Inc. (hereafter known as PCC) and _____(hereafter known as Receiving Party).

The Receiving Party agrees to the following:

CONFIDENTIAL INFORMATION

The term confidential information means any information or material, which is disclosed or furnished to the Receiving Party by PCC.

Confidential information includes without limitation:

- The Credit and Financial Strategies Program, Credit Consulting Business Opportunity Manual
- The Credit and Financial Strategies Seminars, Teaching Materials and Your Financial Future Seminar Series
- Marketing ideas
- Trade secrets
- Technical information
- Products
- Discounts
- Copyrights and other intellectual property

PROTECTION OF CONFIDENTIAL INFORMATION

Receiving Party understands and acknowledges that confidential information has been developed by PCC. Receiving Party agrees to hold in confidence and to not disclose the confidential information to any person or entity without the prior written consent of PCC.

No Copying

Receiving Party will not copy or modify any confidential information without the prior written consent of the other party.

Application to Independent Contractors And/Or Employees

Further, Receiving Party shall not disclose any confidential information to any employees, or independent contractors, except those who are required to have the confidential information in order to perform their job duties in connection with this agreement. Each permitted employee to whom confidential information is disclosed shall sign a nondisclosure agreement substantially the same as this agreement at the request to be the party.

Unauthorized Disclosure of Information

If it appears that Receiving Party has disclosed (or has threatened to disclose) confidential information in violation of this agreement, PCC shall be entitled to as an injunction to restrain Receiving Party from disclosing, in whole or in part, the confidential information. PCC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses in damages.

LIMITED LICENSED USE

Receiving Party shall not acquire any intellectual property rights under this agreement except the limited right to use set out above. Receiving Party acknowledges that the confidential information and all related copyrights and other intellectual property rights, are (and at all times) the property of PCC.

GENERAL PROVISIONS

This agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the state of California. This Agreement shall not be assignable by the Receiving Party.

OTHER PROVISIONS

Receiving Party agrees not to compete with PCC in marketing or offering for sale the Credit and Financial Strategies Program Credit Consulting Business Opportunity manual or the Credit and Financial Strategies Seminars manual, in any form or other like Credit Consulting programs similar to the above stated. This agreement

will remain in effect until both parties agree in writing, that this agreement is no longer needed, or is no longer applicable to the relationship between PCC and Receiving Party.

No Refund or Money Back Guarantee

The success of Credit and Financial Strategies Program Credit Consulting Business Opportunity and/or the Credit and Financial Strategies Seminars is the responsibility of the Receiving Party. No refund or money back guarantee is offered for the Credit and Financial Strategies Program manual and/or the Credit and Financial Strategies Seminars manual.

WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place indicated opposite the respective signatures below:

Executed at Brea, California
on _____, 20__

Executed at _____
on _____, 20__

Professional Credit Counselors, Inc.
417 Associated Rd., #A102
Brea, CA 92821

Print Name _____
Title _____
Address _____

By _____
Professional Credit Counselors, Inc.

By _____
Receiving Party

Distributorship Agreement

This Distributorship Agreement ("Agreement") is made this _____ day of _____ 20____ (the "Effective Date"), by and between Professional Credit Counselors, Inc., a corporation doing business as Deborah McNaughton Credit and Financial Strategies Seminars ("Licensor"), and _____ ("Distributor").

Recitals

- A. Licensor operates a credit consultation and educational business under the trademark and tradename, "Deborah McNaughton Credit and Financial Strategies Seminars" (the "Tradename"), using certain proprietary trade secret information relating to products (including books and other printed information) and services (including seminars on credit usage) sold under the Tradename.
- B. Distributor desires to be appointed a distributor of Licensor's products and services in the United States of America, its territories and possessions (the "Territory") and to obtain the right, license and privilege to use the Tradename in connection with Distributor's business as distributor.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Distributorship. Licensor grants to Distributor the non-assignable license and privilege (the "Distributorship") to use the Tradename as a non-exclusive distributor of Licensor's products and services in the Territory until this Agreement terminates.
2. Distributorship Fee; Start-Up Inventory. The start up fee for the Distributorship granted hereunder is \$499.00, payable in full upon execution of this Agreement. The start up fee includes training materials and initial product inventory.
3. Distributor Operations. Distributor hereby agrees and covenants to use its best efforts to (a) perform services authorized under the Tradename in a good and work like manner and (b) promote the sale of products associated with the Tradename. No portion of any books, audios, videos, training manuals, or policy manuals produced or created by Licensor may be reproduced in any form without Licensor's express permission. Distributor shall not have seminars, or teaching classes videotaped or audio taped for resale. Distributor may not use materials relating to similar subject matter in any form other than as authorized in connection with presenting Deborah McNaughton Credit and Financial Strategies Seminars. Upon termination of this Agreement, Distributor may not conduct credit consultation or other seminars pertaining to the subject matter licensed under this Agreement for a period of one year. Licensor can discontinue any product line at any time. Distributor shall pay for all costs of shipping product. Licensor specifically disclaims any warranties on potential monies which may be earned by Distributor. Distributor will not guarantee credit approval, credit restoration, or warrant any guarantees respecting credit repair.
4. Orientation and Training. Licensor shall provide Distributor with a comprehensive self-study training and orientation manual and resource book detailing Licensor's program of delivery of, credit and financial strategies to retail consumers. The training manual shall also include manufacturer's suggested retail prices used in the United States, which are subject to change at any time without notice. If Distributor requests additional personalized training, all related costs and expenses of Licensor (including, if applicable, air fare, hotel and meals) shall be reimbursed to Licensor by Distributor immediately upon demand. Licensor shall not charge any tuition or other fee for this additional training.
5. Product Ordering. Distributor shall order licensed products from Licensor by mail or telefax using authorized order forms provided at the Effective Date. Order forms may be amended from time to time by Distributor. No products shall be shipped until full payment has been received by Licensor.
6. Ongoing Support. Licensor shall provide additional training as required or requested, on a continuing basis for the purpose of providing thorough knowledge of the products associated with the Distributorship. Licensor shall also keep Distributor informed of any and all developments with respect to any new products, materials and services relating to the Distributorship.

arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq.*) and the federal common law of arbitration.

(c) Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding, final and non-appealable. Licensor and Distributor (and their respective owners and guarantors, if applicable) hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of actual damages sustained by it.

(d) Prior to any arbitration proceeding taking place, Licensor or Distributor may, at its respective option, elect to (1) have the arbitrator conduct, in a separate proceeding prior to the actual arbitration, a preliminary hearing, at which hearing testimony and other evidence may be presented and briefs may be submitted, or (2) submit the controversy or claim to non-binding mediation before BDRS or other mutually agreeable mediator, in which event both parties shall execute a suitable confidentiality agreement.

(e) This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. Arbitration and/or mediation shall take place in Orange County, California, unless otherwise agreed by Licensor and Distributor.

(f) The obligation herein to arbitrate or mediate shall not be binding upon either party with respect to requests by either party for temporary restraining orders or preliminary injunctions in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the *status quo* or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.

14. Attorneys' Fees. In the event of any arbitration, action or other proceeding between Licensor and Distributor, the prevailing party shall be entitled to costs of the action, including reasonable attorneys' fees.
15. Counterparts. This Agreement may be executed in any number of counterparts, all which shall be deemed to be a duplicate original hereof.
16. Standards of Operation. Distributor hereby represents and warrants that, with respect to operations performed under the Tradename, he, she or it will at all times give prompt, courteous and efficient service to the public; will perform work competently and in a workerlike manner; and in all business dealings with members of the public will be governed by the highest standards of honesty, integrity, fair dealing and ethical conduct. Distributor will do nothing which would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the Tradename or the reputation of Licensor, Distributor or any other licensee of Licensor.
17. Compliance with Laws. Distributor shall comply with all state, county, municipal or other statutes, laws, ordinances, regulations, rules or orders of any governmental or quasi-governmental entity, body agency, commission, board or official applicable to Distributor's business hereunder.
18. Invalidity. If any party of this Agreement shall be held to be contrary to law or public policy or unenforceable, such findings shall not invalidate any other portion of this Agreement.
19. Failure to Enforce Any Provision of Agreement. The failure of either party to enforce at any time, or to object to the failure to perform any term, provision or condition of this Agreement or to require any timely performance by the other party of any term, provision or condition of this Agreement or to require any timely performance by the other party of any term, provision or condition hereunder, shall in no way constitute a waiver thereof or affect the validity of this Agreement or any part hereof or the right of either party hereto enforce the same.
20. Rights and Remedies Not Exclusive. The rights and remedies of either party specifically provided for herein shall not be exclusive, but shall be in addition to any other rights and remedies to which either party shall be entitled at law or otherwise.

21. Entire Agreement. This agreement constitutes the entire understanding of the parties hereto concerning the subject matter herein contained. No modification of any provision of this Agreement and no agreement for its termination or abandonment shall be valid unless evidenced by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place indicated opposite the respective signatures below:

Executed at Brea, California

Executed at _____

on _____, 20__

on _____, 20__

LICENSOR:
DEBORAH MCNAUGHTON CREDIT AND
FINANCIAL STRATEGIES SEMINARS

DISTRIBUTOR:

By _____
Professional Credit Counselors, Inc.

By _____