



CONSULTING SERVICES TERMS AND CONDITIONS

This Consulting Services Agreement (the “Agreement”) is entered into effective as of time of enrollment (the “Effective Date”) to 12 month to date term by and between Year to Clear Program client (the “Client”) and MNN Consultants Inc., an Illinois corporation (the “Consultants”). Each of the Client and the Consultant are hereinafter a “Party” and collectively the “Parties.”

WHEREAS, the Client desires to retain the services of the Consultant and the Consultant is desirous and willing to accept such service arrangement and render such services, all upon and subject to the terms and conditions contained in this Agreement,

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and intending to be legally bound, the Client and the Consultant agree as follows:

1.

Engagement. The Client hereby engages and retains the Consultant and the Consultant hereby agrees to render services upon the terms and conditions hereinafter set forth.

2.

Term. This Agreement shall be for a term commencing on the Effective Date (time of signing agreement) and terminating 12 months to date after the Effective Date (the “Term”), unless sooner terminated in writing by either party.

3.

Services. During the Term, the Consultant shall act as a strategic advisor providing or referring educational, real estate, business and financial advice services to the Client excluding services related to credit repair for the purpose of preparing client for home purchasing (the “Services”). Without limiting the foregoing, the Services shall include the following:

(a)

The Consultant shall devote up to 20 hours per month. The Consultant shall use its best efforts to perform the Services pursuant to this Agreement competently, carefully, faithfully and shall devote sufficient time and energies necessary to perform the Services. The Consultant’s Services shall be performed on a non-exclusive basis,

4.

Compensation/Expenses.

(a)

Cash Compensation. In consideration for the Services to be rendered by the Consultant under this Agreement, the Client shall pay the Consultant a sum ranging from \$300 to \$1000 depending



on services needed (the “Cash Compensation”). Payment to the Consultant of the Cash Compensation shall be paid either by lump sum payment or by agreed monthly terms

5.

Termination.

(a)

In the event of a material default under this Agreement by either party, the other party may terminate this Agreement if such default is not cured within 10 days following delivery of written notice specifying and detailing the default complained of and demanding its cure. Notwithstanding the preceding, in the event of a violation by the Consultant of Section 7, the Client may terminate this Agreement immediately upon written notice to the Consultant.

6.

Non-Disclosure of Confidential Information.

(a)

Confidential Information. Confidential Information includes, but is not limited to, trade secrets as defined by the common law and statutes in Illinois or any future Illinois statute, processes, policies, procedures, techniques including recruiting techniques, designs, drawings, know-how, show-how, technical information, specifications, computer software and source code, information and data relating to the development, research, testing, costs, marketing and uses of the Client’s products and services, the Client’s budgets and strategic plans, and the identity and special needs of students, databases, data, all technology relating to the Client’s businesses, systems, methods of operation, student lists, student information, solicitation leads, marketing and advertising materials, methods and manuals and forms, all of which pertain to the activities or operations of the Client, names, home addresses and all telephone numbers and e-mail addresses of the Client’s employees, former employees, clients and former clients.

(b)

In addition, Confidential Information also includes the identity of students and the identity of and telephone numbers, e-mail addresses and other addresses of employees or agents of students who are the persons with whom the Client’s employees and agents communicate in the ordinary course of business. For purposes of this Agreement, the following will not constitute Confidential Information (i) information which is or subsequently becomes generally available to the public through no act or omission of the Consultant, (ii) information set forth in the written records of the Consultant prior to disclosure to the Consultant by or on behalf of the Client, which information is given to the Client in writing as of or prior to the date of this Agreement, and (iii) information which is lawfully obtained by the Consultant in writing from a third party (excluding any affiliates of the Consultant) who was legally entitled to disclose the information.

(c)

Confidentiality. The Confidential Information shall be held by the Consultant in the strictest confidence and shall not, without the prior written consent of the Client, be disclosed to any person other than in connection with the Consultant’s Services to the Client. The Consultant further acknowledges that such Confidential Information as is acquired and used by the Client is a special, valuable and unique asset. The Consultant shall exercise all due and diligence precautions to protect the integrity of the Client’s Confidential Information and to keep it



confidential whether it is in written form, on electronic media or oral. The Consultant shall not copy any Confidential Information except to the extent necessary to perform its Services hereunder nor remove any Confidential Information or copies thereof from the Client's premises except to the extent necessary to provide its Services and then only with the authorization of an officer of the Client. All records, files, materials and other Confidential Information obtained by the Consultant in the course of its Services to the Client are confidential and proprietary and shall remain the exclusive property of the Client or its students, as the case may be. The Consultant shall not, except in connection with and as required by its performance of the Services under this Agreement, for any reason use for his own benefit or the benefit of any person or entity with which he may be associated or disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written consent of an officer of the Client.

7.

Equitable Relief. The Client and the Consultant recognize that the Services to be rendered under this Agreement by the Consultant are special, unique and of extraordinary character, and that in the event of the breach by the Consultant of the terms and conditions of this agreement or if the Consultant shall cease to provide the Services to the Client. Client shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction to enjoin the Consultant from breaching agreement.

9.

Assignability. This Agreement may not be assigned by the Consultant without the prior written consent of the Client and any attempt to do so shall be void.

10.

Severability.

If any provision of this Agreement otherwise is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction and shall not be part of the consideration moving from either of the Parties to the other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provisions were not included. If any restriction set forth in this Agreement is deemed unreasonable in scope, it is the Parties' intent that it shall be construed in such a manner as to impose only those restrictions that are reasonable in light of the circumstances and as are necessary to assure the Client the benefits of this Agreement.

11.

Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar overnight delivery, as follows:



If to the Client:
MNN Consultants Inc.
7316 W Main Street
Belleville, IL 62223
Attention: Darrell Washington, President
Email: contact@mnnconsultants.com

12.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, online, facsimile or pdf signature.

13.

Governing Law. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall also be governed by the laws of the State of Illinois without regard to choice of law considerations.

14.

Exclusive Jurisdiction and Venue. Any action brought by either party against the other concerning the transactions contemplated by or arising under this Agreement shall be brought only in the state or federal courts of Illinois. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum.

15.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between the Parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or Parties against whom enforcement or the change, waiver discharge or termination is sought.