

**SEED CAPITAL CORP LEAD SOURCE MUTUAL
NON-DISCLOSURE, NON-COMPETE AGREEMENT**

This Mutual Non-Disclosure, Non-Compete Agreement (the "Agreement") is entered into and is effective as of _____, 201__ (the "Effective Date") by and between _____, an individual residing in the state of _____, for the purpose of carrying out the matters set forth herein (collectively "Lead Source," "you," or "your"), on the one hand, and Seed Consulting, a Nevada corporation ("Consultant"), dba Seed Capital Corp on the other hand, as per the terms below.

WHEREAS, the parties may disclose to each other certain confidential information defined below and Lead Source and/or Consultant desires to keep such information confidential;

WHEREAS, in consideration of the disclosure of such information to Lead Source and/or Consultant, Client and/or Consultant is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, Client and Consultant hereby agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION. The parties acknowledge that the terms and conditions of this Confidentiality Agreement, the existence of the relationship between Consultant and Client, and the following information, will be considered confidential (collectively, "Confidential Information"):

Any information concerning Consultant's Trade Secrets. For purposes of this Agreement, the term "Trade Secret" includes not only that information defined as a "Trade Secret" under the California Uniform Trade Secrets Act, California Civil Code §§3426 et seq. (the "Act"), but also that information which possesses independent economic benefit to Consultant which Consultant protects as confidential information (including, without limitation, information concerning certain lenders, financial institutions and other parties extending credit (each a "Lender" and collectively "Lenders") to Consultant's clients and Consultant's relationships with such lenders, financial institutions and other parties).

Any information concerning Consultants' confidential business strategies, credit application techniques, credit repair techniques, credit bureau dispute techniques, contract copy and language, policies, and operations, divulged by Client to Lead Source or by Consultant to Lead Source in connection with the business consulting services provided by Consultant to Client.

Confidential Information shall not include information that (a) is at the time of disclosure by a disclosing party (the "Discloser"), or subsequently becomes, generally available to the public through no fault or breach on the part of the receiving party (the "Recipient"), as of the date such information becomes generally available; (b)

Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

2. NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.

a. Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance (but no event less than reasonable care) to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information. Recipient agrees not to use Confidential Information for its own or any third party's benefit for any purpose whatsoever, other than solely in connection with Consultant's provision of business consulting services to Client, without the prior written approval of Discloser in each instance.

b. Notwithstanding the foregoing, Recipient may disclose Confidential Information to its employees, consultants and agents (a "Representative") but only to the extent such Representative has previously signed and entered into a written confidentiality agreement requiring such Representative to keep the Confidential Information confidential with a degree of secrecy in all respects equal to or greater than the degree of secrecy required of Recipient under this Agreement. Recipient may also disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to notify Discloser of such request or order and provides Discloser with sufficient prior notice to allow Discloser to contest such request, requirement or order.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information remains the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby.

4. TERM. Recipient's duty to protect Discloser's Confidential Information shall survive for two (2) years following expiration or termination of that certain Business Consulting Services Agreement between and among Client and Consultant to be entered into at a later date.

5. DESTRUCTION OF INFORMATION. Immediately upon request of either party, or upon expiration or termination of this Agreement for any reason, each party shall take reasonable steps to destroy the Confidential Information of the other party which such party may then possess or have under such party's control.

6. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event any provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without making ineffective the remainder of such invalid, illegal, or unenforceable provision, or any other provision of this Agreement.

7. BINDING. This Agreement and the parties obligations hereunder shall be binding on the representatives, assigns, and successors of the parties and shall inure to the benefit of the assigns and successors of the parties.

8. SECTION HEADINGS. The headings of paragraphs, sections and other subdivisions of this Agreement are for convenient reference only. They shall not be used in any way to govern, limit, modify, or construe this Agreement or any provision of this Agreement, or otherwise be given any legal effect.

9. ENTIRE AGREEMENT. This Agreement contains the full and complete understanding and agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto, and may not be modified or amended except by a written instrument executed by both of the parties hereto.

10. COUNTERPARTS/SIGNATURE DELIVERY. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute a single agreement. A signature

delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, via mail, or via any other means.

11. **GOVERNING LAW.** This Agreement shall in all respects be subject to the laws of the United States and the State of Nevada applicable to all agreements executed and wholly performed within the United States.
12. **INJUNCTIVE RELIEF; CUMULATIVE REMEDIES.** Because a breach of this Agreement may cause either party irreparable harm for which money is inadequate compensation, the parties agree that the non-disclosing party is entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies. Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney fees.
13. **ORIGINAL DOCUMENT PROVISION.** A copy of this Document may serve and as original. Copies may be provided by Fax, Scan or any other regularly utilized means of duplication.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

Please acknowledge your agreement to the terms above by signing and dating below.

Lead Source:

Date: _____

By: _____

Signature of Authorized Signatory:

Name (Printed): _____

Title: _____

Legal Business Name: _____

DBA Business Name: _____

Business Address: _____

Business Name: _____

Phone: _____

Email: _____

Tax ID #: _____

Seed Capital Corp:

Date: _____

By: _____

Signature of Authorized Signatory

Name (Printed): _____ Title: _____

Effective Date: _____