



*my*COMMUNITY
— PLAN *foundation*

Alabama, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, Nebraska, Nevada, New York, North Carolina, Ohio, Pennsylvania, Texas, Virginia, Washington, D.C., and Wisconsin,

NONPROFIT ORGANIZATION REGISTRATION FORM

DATE: _____

CONTACT NAME: _____

FEIN: _____

NONPROFIT ORGANIZATION NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____

EMAIL: _____

ORGANIZATION WEBSITE: _____

BUSINESS SERVICE TYPE/INDUSTRY _____

MCP STAFF USE ONLY

REGION/STATE: _____

PAYMENT RECEIVED: _____ YES _____ NO

MCP STAFF INITIALS: _____



MY COMMUNITY PLAN FOUNDATION NON-CIRCUMVENTION AGREEMENT

This Non-Circumvention Agreement (this "**Agreement**") is made effective as of [REDACTED] (the "**Effective Date**"), by and between My Community Plan Foundation Inc. (the "**Disclosing Party**"), of 14207 Chicago Road, Dolton, IL 60419, and [REDACTED] (the "**Recipient**"), of [REDACTED], [REDACTED], [REDACTED], hereafter called "the Parties."

WHEREAS, My Community Plan Foundation, Inc. has a business opportunity to share with [REDACTED] and any and all other opportunities relating to or derived from such opportunity, and

WHEREAS, all parties have protective and actual relationships with clients and others which hold to be essential to the conduct and profitability of its enterprise, and

WHEREAS, all parties recognize that mutual benefit may be derived when one party is introduced to or becomes acquainted with a third party identified to it by the other party, and

WHEREAS, all parties recognize that any such identification or location or introduction is a trade secret and is the exclusive and sole property of the disclosing party,

WHEREAS, all parties desire to be bound legally as to the requirement for maintaining the privacy and security of the aforementioned relationships; and

WHEREAS, the Disclosing Party and Recipient have agreed to engage in a potential business opportunity which involves community transformation.

Now, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, it is mutually agreed as follows:

I. NON-CIRCUMVENTION

1. NON-CIRCUMVENTION (CONTACTS). During the term of this Agreement, the Recipient agrees not to contact, initiate contact, or attempt to do business with, at any time for any purpose, either directly or indirectly, any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the business opportunity, or otherwise referred by the Disclosing Party to the Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party; such approval will be specifically granted in written form by the Disclosing Party on a case-by-case basis. If such circumvention shall occur, the Disclosing Party shall be entitled to any amounts determined to be impacted due to the circumvention and/or any commissions due pursuant to this Agreement or relating to such transaction.

2. TERM OF AGREEMENT. The obligations of non-circumvention shall survive 4 years. Either party may terminate this Agreement at any time upon written notice to the other party. Termination shall not affect confidentiality obligations with respect to any confidential information or business contacts which were obtained prior to the effective date of termination.



3. COMMISSION OR FEE AGREEMENTS. In case of breach of this Agreement, the Recipient will pay a monetary penalty that is equal to the commission or fee the Disclosing Party should have realized in such transaction. The fee or commission agreement may vary surrounding each business transaction that takes place due to this agreement.

II. CONFIDENTIAL INFORMATION

4. TRADE SECRETS. All information that is exchanged or becomes known through the course of the business transaction between the Disclosing Party and Recipient shall be deemed trade secrets. Trade secrets can include, but are not limited to, prepared information packages, financials, related documents, names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. [REDACTED] and My Community Plan Foundation, Inc. agree to preserve and protect the confidentiality of such information and shall not disclose this information without written permission from the other.

5. CONFIDENTIAL INFORMATION. My Community Plan Foundation, Inc. and [REDACTED] will keep confidential the names and other personal information of any contracts introduced or disclosed to the other party, and that their corporations, partnerships, divisions, associates, firm, employees, contractors, agents, joint ventures, assigns, consultants, or designed will not contact, participate or negotiate in any transactions with any of the contacts without first signing a written agreement with the party who provided such contact, unless that party gives prior written consent.

6. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION - INJUNCTION. If it appears that [REDACTED] has disclosed (or has threatened to disclose) confidential information in violation of this Agreement, My Community Plan Foundation, Inc. shall be entitled to obtain an injunction to restrain [REDACTED] from disclosing the confidential information in whole or in part. My Community Plan Foundation, Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

7. APPLICABILITY OF AGREEMENT. My Community Plan Foundation, Inc. and Ken Speller both agree that the provisions of this Agreement extend to the employees, officers, and representatives of their respective companies/businesses.

8. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of My Community Plan Foundation, Inc., Ken Speller shall return all written materials containing confidential information. Ken Speller shall also deliver to My Community Plan Foundation, Inc. written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

III. MISCELLANEOUS

9. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

10. NO WARRANTY. The Recipient acknowledges and agrees that the confidential information is provided on an "AS IS" basis. THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Disclosing party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the confidential information shall be solely at the risk of the Recipient.

11. ATTORNEY'S FEES. In any legal action between the Parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

12. ARBITRATION. In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the Parties hereto hereby agree that any such dispute, controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rule of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall be conducted in Illinois. Such dispute resolution shall be in accordance with the applicable substantive laws of Illinois. The prevailing party shall be entitled to all fees and costs arising, including, but not limited to, attorney's fees and costs.

13. 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 Illinois. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. All of the obligations contained in this agreement are mutual and reciprocal. This agreement shall be binding on the Parties, their subsidiaries, agents, brokers, divisions, associates, employees, heirs, affiliated companies, assigns or designees.

14. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.



15. SIGNATORIES. This Agreement shall be executed by Rev. Mitchell L. Johnson, JD, Executive Director, on behalf of My Community Plan Foundation, Inc. and [REDACTED] and delivered in the manner prescribed by law as of the date first written above.

DISCLOSING PARTY:

My Community Plan Foundation, Inc.

By: _____
Rev. Mitchell L. Johnson, JD

RECIPIENT: [REDACTED]

By: _____



MY COMMUNITY PLAN FOUNDATION MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into by the following entities related to:

My Community Plan Foundation, Inc., an Illinois corporation, with an address of 14207 Chicago Road, Dolton, IL 60419 ("MCP Foundation"), and **CompanyName And Address**.

MY COMMUNITY PLAN FOUNDATION, INC. and **Company Name** may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

BACKGROUND

1. Each Party represents that it possesses competitively valuable proprietary and confidential information which is not generally available to the public, and which the Party desires to protect against disclosure or competitive use (the "Proprietary Information").
2. Proprietary Information may include, but is not limited to, tangible or intangible information related to a Party's products, processes, methods, ideas, concepts, discoveries, designs, drawings, specifications, techniques, practices, models, diagrams, source code, object code, software, programs, know-how, technical data, research and development, or business and financial data.
3. The Parties contemplate engaging in business discussions during which it may become necessary to exchange Proprietary Information, and desire to establish a mutual understanding concerning the preservation and safeguarding of such information.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in express reliance on the mutual covenants and conditions contained herein, the Parties agree as follows:

1. During the term of this Agreement, the Parties, to the extent of their right to do so, may exchange information that is considered by the disclosing Party to be Proprietary Information. For such information to be considered Proprietary Information and subject to this Agreement, it shall be identified in writing at the time of the disclosure by an appropriate legend, marking, stamp or positive written identification on the face thereof to be Proprietary Information. In order for any Proprietary Information that is exchanged between the Parties orally or visually to be subject to this Agreement, it shall be identified as Proprietary Information to the receiving Party orally at the time of disclosure and in writing within fourteen (14) calendar days after such oral or visual disclosure.

2. Proprietary Information delivered by the disclosing Party to the receiving Party shall be used solely for the purpose corporate knowledge management and business processes. No other use of Proprietary Information is granted without the prior written consent of the disclosing Party.
3. This Agreement shall (unless extended by written mutual agreement) automatically terminate one (1) year after inception, unless otherwise extended by mutual agreement of the Parties, but may be terminated earlier by either Party giving thirty (30) days notice in writing to the other Party of its intention to terminate. Termination shall not, however, affect the rights and obligations in this Agreement with respect to Proprietary Information supplied prior to termination.
4. For a period of three (3) years from the date of its disclosure, the receiving Party shall protect the disclosing Party's Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Proprietary Information as the receiving Party uses to protect its own Proprietary Information of a like nature. The receiving Party shall further restrict disclosure of such Proprietary Information to those of its directors, officers, employees, agents, and advisors (including attorneys, accountants, and financial advisers) who have a need to know and who have been advised of and agreed to the restrictions on disclosure and use contained in this Agreement. Notwithstanding the period set forth in the first sentence of this section, the Parties may agree in writing to an extended period of protection for certain Proprietary Information.
5. This Agreement imposes no obligation upon a receiving Party with respect to Proprietary Information which: (a) was in the receiving Party's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a rightfully possessing third party without a duty of confidentiality; (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the Party so ordered shall notify the disclosing Party of the underlying proceeding in sufficient time so that the disclosing Party may attempt to obtain a protective order; (e) is disclosed by the receiving Party with the disclosing Party's prior written approval in accordance with that written approval; or (f) is independently developed by the receiving Party without access to Proprietary Information exchanged hereunder as provable by competent evidence.
6. All Proprietary Information is and shall remain the sole and exclusive property of the disclosing Party, and neither Party acquires any license, intellectual property rights, or legal or equitable interest in the other Party's Proprietary Information except for the limited right to make copies as necessary, and in accordance with this Agreement, for the Permitted Purpose.
7. All Proprietary Information is provided "AS IS," and neither Party makes any warranty regarding the accuracy, appropriateness or reliability of such information. The entire risk arising out of the use of the Proprietary Information remains with the receiving Party.
8. The receiving Party shall notify the disclosing Party immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, or any other breach of this Agreement by the receiving Party, and will cooperate with the disclosing Party in every reasonable way to help the disclosing Party regain possession of the Proprietary Information and prevent further unauthorized use or disclosure.

9. This Agreement shall not be construed as a sales agreement, teaming agreement, joint venture or other similar arrangement; rather, the Parties expressly agree that this Agreement is solely for the purpose of protecting Proprietary Information.
10. Neither Party has an obligation to supply Proprietary Information to the other Party; furthermore, neither Party has an obligation under this Agreement to purchase any item or service from the other Party.
11. The preferred, but nonexclusive, points of contact for the Parties with respect to the exchange of Proprietary Information are:

My Community Plan Foundation, Inc. CompanyName
Rev. Mitchell L. Johnson, JD CompanySigner
Executive Director CompanySignerTitle
Telephone No. (833) 777-6273 CompanySignerTelephone

Proprietary Information may be disclosed orally, and written notices shall be sent, to the points of contact at the addresses on the first page of this Agreement. Each Party may revise its point of contact or address by written notice to the other.

12. Each Party represents that it will comply with all applicable export and import laws and regulations during performance of this Agreement, including but not limited to, the U.S. Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R. Part 120 *et seq.*), the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. § 730 *et seq.*). The Parties shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of the other Party to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the other Party.
13. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the duties of the Parties shall be determined exclusively by the terms and conditions of this Agreement.
14. Upon written request of the disclosing Party, the receiving Party shall return all originals, copies, reproductions and summaries of Proprietary Information in the receiving Party's possession or control or, at the disclosing Party's option, destroy and certify to such destruction.
15. The receiving Party acknowledges that monetary damages may be an insufficient remedy for damages resulting from the unauthorized disclosure of Proprietary Information and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or other equitable relief as may be deemed appropriate by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting the disclosing Party from pursuing any other available remedy for unauthorized disclosure or for breach or threatened breach of this Agreement.



16. The Parties shall perform their respective obligations hereunder without charge to the other, and neither Party shall assign any rights hereunder or disclose the existence of this Agreement publicly without the prior written approval of the other Party.
17. Regardless of its place of negotiation, execution, or performance, this Agreement shall be enforced and interpreted in accordance with the laws of the State of Georgia without regard to that state's choice of law statutes and provisions. This Agreement shall be binding on the Parties, their successors and assigns.
18. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.
19. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the Parties. The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any (a) subsequent breach of such term, provision, covenant or condition or (b) other term, provision, covenant, or condition.
20. This Agreement constitutes the entire understanding and agreement of and between the Parties relative to the protection of Proprietary Information relating to the Permitted Purpose and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by each Party's duly authorized representative, and this Agreement shall be effective as of the day and year last written below.

MY COMMUNITY PLAN FOUNDATION, INC

Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY FULL LEGAL NAME

Signature: _____
Signer Name: _____
Title: _____
Date: _____