

THE CYNTON CORPORATION

LICENSING AND BUSINESS TRAINING GROUP

CYNTON LICENSEE AGREEMENT

In consideration of the acceptance of this application, and the issuance of a License to operate an INDEPENDENT CYNTON LICENSEE, the undersigned acknowledges his/her fiduciary obligations to CYNTON and hereby agrees to the following:

1. That I will own and operate in an Independent capacity and not as an employee or agent of The Cynton Company Licensing and Business Training Group (CYNTON), and will not present myself to others as an employee or agent of CYNTON, will operate my office in an ethical, honest, business-like manner, adhere to a Code of Ethics and provide services approved by CYNTON under the terms and conditions laid down, approved by and agreed upon with CYNTON.
2. That I fully acknowledge and understand that CYNTON has made no guarantees or representations of income or profit to me, and whatever success I realize from this License granted to me will be as a result of my own experience, training, skill and Commitment to the management of my business and the marketing of services offered as part of the CYNTON network.
3. That I acknowledge any contacts, lending sources, clients, information, leaflets, brochures, documentation, agreements and other materials, etc., supplied to me by CYNTON is of a proprietary nature and are deemed to be the intellectual property of CYNTON and its principal(s), and agree not to reproduce or distribute, in any manner, any of the above, without prior written approval from CYNTON.
4. That I will not compete directly or indirectly against CYNTON utilizing its proprietary information, materials, leaflets, brochures, lending sources, contacts, etc. I further agree to return all of the above in my possession forthwith should I decide not to continue as a Licensee or upon termination of this agreement by CYNTON for any reason whatsoever.
5. That I will submit all projects exclusively to CYNTON for its acceptance or rejection and not to outside brokers or sources without the concurrence of CYNTON in writing and will not contact directly or indirectly, or attempt to circumvent in any way, any lending or funding groups, brokers, agents, buyers, sellers, representatives, corporations, clients, organizations, individuals, etc., introduced by CYNTON, and further, will keep completely confidential their names, addresses, telephone, telex, fax numbers and e-mail and any documentation, leaflets, brochures, agreements, etc. relating to the above.
6. That I will adhere to the fee schedule and procedures outlined by CYNTON for each individual transaction and will not engage in the practice of requiring up-front or advance fees or retainers in the name of CYNTON under any circumstances unless approved in writing by CYNTON.
7. That I acknowledge that the License to use the name CYNTON specifically prohibits incurring any liabilities, contingent or otherwise, on behalf of, or in the name of CYNTON, and agree not to make any representations and or commitments, expressed or implied, without the written approval of CYNTON. Further, I agree to hold harmless and release CYNTON from any claims, lawsuits, costs, damages, etc. that may arise from my negligence or unprofessional behavior in dealing with my clients.

8. That I agree to remit by bank draft or cashiers check the amount of US\$995.00 which covers the cost of the License Fee. The License Fee of US\$995.00 will be **fully refundable** upon the successful completion of the first assignment or funding transaction submitted to and completed by CYNTON.

The Cynton Corporation accepts this application and hereby agrees:

1. That it will provide an instructional Cynton Licensed Office Package including brochures, agreements, operating guidelines, procedures, funding parameters, proprietary information and other documentation deemed necessary for use by Licensee, and will provide a licensed printed, or electronic, or CD/DVD copy of The Cynton Business Planning and Development Program at a reduced cost of US\$2500.00 at the option of the Licensee.

2. That it will provide a minimum of two days personal training in Toronto at no cost to Licensee at a mutually convenient time. However, costs relating to travel, hotel, meals etc. will be borne by Licensee.

3. That it will offer on a continuing basis counseling and advice to Licensee during normal business hours.

4. That fees due to Licensee upon the signing of a Consulting Fee Agreement for Professional Assignments between a Client, introduced by Licensee, and CYNTON, shall be disbursed as follows, unless otherwise agreed to between Licensee and CYNTON in writing:

i. 10% Finders Fee on funds actually received by CYNTON from Client.

ii. An hourly or per diem fee for work actually performed by Licensee and approved by CYNTON and in accordance with the terms of the Agreement

5. That commissions due upon the successful funding of a transaction for which a CYNTON Finders /Funding Agreement has been duly executed by the Borrower will be split on an equal basis (50%/50%). If commissions are determined by and paid by a Lender Group directly to CYNTON, Licensee will be advised in advance by CYNTON and CYNTON's commission will also be split on an equal (50%/50%) basis.

This Agreement will last for at one (1) year during which period Licensee will conduct all activities, at all times, in a reputable, ethical and businesslike manner. If at least one transaction is successfully completed within this period, the agreement will be automatically renewed. If no transaction is successfully completed, then CYNTON, at its sole option, will decide to either renew the agreement or cancel same. Further, non-compliance with the terms and conditions herein contained in this Agreement shall be grounds for immediate termination of the Agreement. If cancellation or termination occur, then the License Fee will not be refundable in whole or part. All disagreements and legal proceedings arising out of this Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to whether the said proceedings have been instituted in any other jurisdiction.

Accepted and agreed to by Independent Licensee this _____ Day of _____ 200__

Signature: _____

Print Name: _____

Print Street Address:

Tel: _____ **Fax:** _____ **Email:** _____

**Accepted and agreed to by The Cynton Corporation Licensing and
Business Training Group this _____ Day of _____ 200__**

By:

Authorized Signatory