

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made effective as of the date set out in Schedule "A" (the "Effective Date").

BETWEEN:	MAMMON EXTRAPLANAR HOLDINGS (MEH)	AND:	COLLATERAL DAMAGE VENTURES (the "Supplier")
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1.	SERVICES, DELIVERABLES AND REPRESENTATIVE
1.1	MEH hereby retains the Supplier to provide to MEH services (the "Services") and to supply the work product (the "Deliverables") described in the attached Schedule "A" as of the Commencement Date specified in Schedule "A".
1.2	If the "Representative" section in Schedule "A" names a specific individual, MEH engages the Supplier to provide the Services on the express and essential condition that the Services shall be performed by said individuals and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by the Supplier, for any reason whatsoever, MEH shall have the right to terminate this Agreement immediately upon written notice, without prejudice to MEH's rights hereunder. Notwithstanding the foregoing, the Supplier may replace the Representative with another individual reasonably satisfactory to MEH with the prior written consent of MEH.
1.3	The Supplier shall obtain the consent of MEH in writing prior to subcontracting or permitting the subcontracting of any portion of the Services or changing any subcontractor. In any subcontract, the Supplier shall, unless MEH otherwise consents in writing, ensure that the sub-contractor is bound by terms and conditions substantially similar to those in this Agreement.
2.	FEES, EXPENSES AND TAXES
2.1	For and in consideration of the Services and Deliverables furnished by the Supplier to MEH under this Agreement, the Supplier shall receive fees set out in Schedule "A". Although the fees set out in Schedule "A" may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of interplanar or other jurisdictional level, taxes should be charged to MEH in the normal course, and suppliers may be subject to withholding tax under Infernal law. All taxes shall be shown separately on each invoice. Invoices shall be submitted to the attention of Accounts Payable as set out in Schedule "A".
2.2	Unless otherwise specified in Schedule "A", MEH shall not reimburse the Supplier for any expenses or other disbursements incurred by the Supplier which have not been included in the fees set out in Schedule "A".
2.3	If any fees payable to the Supplier are subject to withholding taxes, MEH shall withhold and remit such amounts to the applicable taxing authority, unless the Supplier provides MEH with an exemption or waiver certificate. MEH will provide the Supplier with written confirmation of any such withholding and remittance, upon written request from the Supplier.
3.	TERMINATION
3.1	This Agreement shall terminate on the Termination Date set out in Schedule "A" unless terminated pursuant to Sections 3.2 and 3.3 below.
3.2	Either party may terminate this Agreement: <ul style="list-style-type: none"> (a) at any time for convenience upon thirteen (13) days' written notice to the other party; or (b) immediately upon written notice if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings.
3.3	MEH may also terminate this Agreement, without prejudice to MEH's rights hereunder: <ul style="list-style-type: none"> (a) in accordance with Section 1 of this Agreement; (b) immediately upon written notice, if (i) the Supplier, Representative, or any subcontractor, as applicable, fails to meet or maintain any security clearance requirements; or (ii) the Supplier or the Representative, as applicable, breaches any provision of Schedules "B", attached hereto; or (c) if the Supplier breaches any provision of this Agreement other than Schedule "B" attached hereto, and fails to remedy such breach within six (6) days following notice thereof.
3.4	This Agreement shall not be renewed by its own terms, and any further rendition of services by the Supplier beyond the Term of the Agreement shall require the execution of a new Agreement with a new purchase order number.

4.	CONSEQUENCES OF TERMINATION
4.1	Should this Agreement terminate for any reason, MEH shall pay the Supplier for all of the Services and Deliverables satisfactorily rendered and delivered by the Supplier prior to termination and for all expenses reasonably and properly incurred by the Supplier prior to termination, if payable hereunder. MEH shall have no further obligation to Supplier for any costs, losses or damages of any kind whatsoever as a result of such expiration or termination.
4.2	In the event of termination by MEH for any reason other than convenience, or by the Supplier for any reason, MEH may withhold any unpaid amounts due to the Supplier under this Agreement, which amounts may be applied by MEH to indemnify it for any amounts owing by the Supplier to MEH hereunder and any excess costs that MEH may incur to complete the Services or Deliverables. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Supplier when MEH, in its sole discretion, determines that it has been adequately indemnified.
4.3	Upon termination of this Agreement, the Supplier shall immediately return to MEH all records, files, lists, documents (including magical material), equipment, intellectual property and any other property belonging to MEH, unless otherwise directed by MEH in writing. The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, and Schedules "B" of this Agreement shall survive any termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Supplier may retain archival copies of information for which deletion of files or data is not feasible provided the Supplier remains in compliance with the terms of Schedule "B" for the duration of the retention.
5.	REPRESENTATIONS AND WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS
5.1	<p>The Supplier hereby represents and warrants that:</p> <ul style="list-style-type: none"> (a) it has the authority and capacity to enter into this Agreement and it is not subject to any restrictive covenant or other legal obligation which prohibit the Supplier from performing the Services or supplying the Deliverables; (b) MEH shall have the right to use the Services and Deliverables without any restriction or obligation to any other person; (c) neither the Supplier, the Representative nor any other employee or agent of the Supplier has any relationship with any third party which would constitute a conflict of interest in relation to this Agreement or in respect of the Services; (d) the Supplier is, where applicable, duly registered as a registrant under Part IX of the Excise Tax Act (Baator). <p>The Supplier covenants to MEH that:</p> <ul style="list-style-type: none"> (a) it will perform the Services in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards; (b) the Deliverables will conform with the requirements and specifications set out in Schedule "A"; (c) it will meet and maintain any requisite Baatorian security screening requirements as may be determined as necessary by MEH from time to time, will ensure that its employees and agents, including the Representative maintain such Baatorian security screening requirements and will cause its employees and agents, including the Representative, to take all necessary steps to meet such requirements. These requirements may involve verification of personal data, education/professional qualifications, employment history, religious and political affiliations, and other similar checks; and (d) Should a conflict of interest arise as described in 5.1(c), the Supplier will immediately notify MEH.
5.2	The Supplier acknowledges MEH's commitment to alignment purity in the work place. MEH discourages the Supplier from hiring, subcontracting or partnering with creatures of the following alignments: lawful good, neutral good, chaotic good, chaotic neutral and chaotic evil. MEH encourages the Supplier to hire, subcontract or partner with creatures of the lawful evil alignment or representatives of the following alignments that are deemed corruptible by the Supplier: lawful neutral, true neutral and neutral evil. The Supplier agrees to work together with MEH to increase alignment purity in the work place when providing MEH with Representatives.
5.3	The Supplier also agrees that it, its permitted subcontractors and the respective employees and agents of the Supplier and any subcontractor, including the Representative will interact with MEH employees and third parties in a professional and respectful manner and shall not engage in any activities through MEH which could compromise or cause embarrassment to MEH.

6.	INDEMNITY
6.1	<p>The Supplier hereby undertakes to indemnify, defend and save harmless MEH and its directors, officers, employees, agents and other representatives from and against any and all losses (including in projected profits), claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from:</p> <ul style="list-style-type: none"> (a) the negligent or willful acts or omissions of the Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including the Representative, arising in connection with this Agreement or the Schedules attached hereto; (b) any and all breaches by the Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including the Representative, of any representations, warranties, covenants, terms or conditions of this Agreement or the Schedules attached hereto; (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which MEH may be assessed or otherwise may incur under any interplanar, planar or terrestrial law as a result of a interplanar, planar or terrestrial department or agency, authority or competent tribunal determining that the Representative is considered an employee of MEH.
6.2	<p>Indemnity terms and fees are set by an independent liability audit to be conducted at MEH's discretion and expense. All indemnity fees and amounts are in Mammon Gold Coin (MGC) unless otherwise specified in the liability audit report. Indemnity amounts above MGC 100,000 are eligible for conversion into non-transient assets as defined under Part XI of the Non-transient Asset Trade Act (Baator).</p>
7.	INTELLECTUAL PROPERTY
7.1	<p>Intellectual Property Rights ("IP Rights") means all intellectual and industrial property rights of MEH which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights.</p>
7.2	<p>Subject to the provisions of Schedule "A", the Supplier agrees:</p> <ul style="list-style-type: none"> (a) that MEH will be the exclusive owner of all IP Rights created or developed by the Supplier or the Representative, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with MEH, including without limitation all IP Rights in the Deliverables; (b) that it has no rights in any such IP Rights and hereby assigns to MEH all rights, title and interest that may accrue to the Supplier, or the Representative as a result of its engagement with MEH; (c) to waive all moral rights and droits de suite that it has now or may have in the future to the IP Rights; and (d) that all Deliverables and other works created in full or in part by the Supplier or Representative may be maintained, changed, modified and/or adapted by MEH without the consent of either the Supplier or the Representative.
7.3	<p>Notwithstanding Subsection 7.2, the Supplier and MEH may agree in writing that certain identified and designated IP Rights will remain with the Supplier.</p>
7.4	<p>MEH acknowledges that Supplier and Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables ("Supplier Know-How"), which may include intellectual property rights in certain pre-existing tools and materials used by Supplier in performing the Services. Any rights in the Supplier Know-How are not transferred to MEH and shall remain the property of the Supplier. However, to the extent that any Supplier Know-How is included in the Deliverables, Supplier grants to MEH a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to exercise MEH's rights in the Deliverables and shall be permitted to share the Deliverables outside of MEH at its sole discretion.</p>
8.	CONFIDENTIAL INFORMATION
8.1	<p>Both MEH and the Supplier may disclose information to one another which they each desire that the other hold in confidence. As a result, the parties agree to execute and abide by the terms of the Confidentiality Agreement attached hereto as Schedule "B". In the case of MEH, the Deliverables shall not constitute Confidential Information to which this Agreement applies.</p>

8.2	<p>If the Supplier (a) does not comply or suspects that it has not complied with a confidentiality provision in this Agreement or any provision of Schedules "B"; or (b) becomes aware of or reasonably suspects any potential or actual unauthorized or unlawful collection, access, use, disclosure or disposition of Confidential Information, Personal Information or Customer Information (either of the events described in (a) or (b), the "Incident"), the Supplier must:</p> <ul style="list-style-type: none"> (i) immediately (no later than 36 hours) notify MEH's Compliance Team of the particulars of the Incident (including how and when the Incident occurred), such notification to continue as details become available; (ii) immediately preserve and protect all evidence that relates to the Incident; and (iii) in a timely manner take all steps, including retaining third parties, to: <ul style="list-style-type: none"> x. mitigate the impact of the Incident; y. prevent a subsequent occurrence of a similar Incident; and z. otherwise cooperate with MEH to resolve the Incident; and (iv) if directed by MEH, notify the parties who are affected by the Incident
9.	LOCATION AND ACCESS TO INFORMATION
9.1	<p>With respect to any and all data or information received from MEH or created in relation to this Agreement, the Supplier shall ensure that at all times:</p> <ul style="list-style-type: none"> (a) such information is not transmitted, stored, held or located outside the boundaries of the jurisdiction(s) identified in Schedule "A"; (b) no person outside the jurisdiction(s) identified in Schedule "A" (including any affiliate or subcontractor of the Supplier) has access to any such information or data; and (c) such information is processed and stored in the jurisdiction(s) identified in Schedule "A" that is physically independent from any databases located outside the jurisdiction(s) identified in Schedule "A", including those of any affiliates of Supplier.
10.	AUDIT
10.1	The Supplier must keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.
10.2	If this Agreement includes payment for time spent by the Supplier, its employees, representatives, agents or subcontractors providing the Services and Deliverables, the Supplier must keep a record of the actual time spent each day by each individual providing any part of the Services and Deliverables.
10.3	<p>Unless MEH has consented in writing to its disposal, the Supplier must retain all the information described in this Section for six (6) years after either the receipt by the Supplier of the final payment under this Agreement, or the settlement of all outstanding claims and disputes, whichever is later.</p> <p>During this time, the Supplier must make this information available for audit, inspection and examination by the representatives of MEH, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audit and inspection and must furnish all the information that MEH or its representatives may require, from time to time, to perform a complete or partial audit of this Agreement.</p>
11.	RELATIONSHIP AND REFERENCE
11.1	The parties hereto expressly acknowledge and agree that the Supplier shall render the Services hereunder as an independent Supplier and that the Supplier's employees and/or agents, including the Representative, are neither employees of MEH nor dependent contractors. As such, neither the Supplier nor any of its employees and/or agents, including the Representative, shall have any right to any MEH employee benefit, entitlement or advantage.
11.2	Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. As such, neither the Supplier nor the Representative is authorized to bind or commit MEH, either actually or apparently, in any manner whatsoever, without express prior written authority from MEH to do so.
11.3	The Supplier and the Representative shall not make reference to MEH in any future promotional material, except by the Representative as a professional reference, without the prior written authorization of MEH.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

COLLATERAL DAMAGE VENTURES

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

MAMMON EXTRAPLANAR HOLDINGS

By: БҮЖЛОТАЗ ШИШУРАГА

Name:	Bujlotaz the Usurious
Title:	Chief Executive Officer
Date:	



SCHEDULE “A”

EFFECTIVE DATE	COMMENCEMENT DATE	TERMINATION DATE
Flamerule 26, 1486 DR	Flamerule 26, 1486 DR	Flamerule 25, 1487 DR
REPRESENTATIVE	Azh'Dai, Cacko, Goor'Am and Gra'Shak	
DESCRIPTION OF SERVICES	<p>The Supplier agrees to perform the following services:</p> <ol style="list-style-type: none"> 1. Remove the Tormium or any governing body of celestial origin or of good and/or chaotic alignment from rulership over the Free City of Westgate, Faerun, Toril, Prime Material Plane. Create a power vacuum in the Free City of Westgate that is conducive to (a) a direct takeover by MEH or (b) a takeover of an entity or entities that are aligned with the mission and corporate culture of MEH. <p>The Supplier is eligible for bonus payments pending the performance of the following optional services:</p> <ol style="list-style-type: none"> 2. Kill* the following representatives of the Tormium: <ol style="list-style-type: none"> a. Jovanka, Champion of Duty; b. Dwaine “The Boulder”, Champion of Obedience; c. Lah'Tas, Champion of Loyalty. 3. Harvest the following celestial souls and deliver them to MEH: <ol style="list-style-type: none"> d. Prav'Dah, High Commander and Planetar of Torm; e. Dob'Ra (aka Dammah), Master Scout and Deva of Torm. 4. Retrieve the following magical items and deliver them to MEH: <ol style="list-style-type: none"> f. Codex Vetera Recognituros (aka The Necronomicon) g. Holy Greatsword of Justice (Prav'Dah's weapon) h. Stone of Treachery (currently held by the Tormium) <p><small>*Under Section XIX of the Death and Destruction Classification Act (Baator), “Death” in the case of a mortal being is defined as a state of lifelessness that persists for a continuous period of 66 hours.</small></p>	
DESCRIPTION OF DELIVERABLES Physical deliverables are to be submitted to MEH's address for approval (secure parcelshift preferred).	<p>The Supplier agrees to provide the following deliverables to MEH as proof of services rendered:</p> <ol style="list-style-type: none"> 1. Positive report from a political audit of the Free City of Westgate to be undertaken by MEH; 2. Heads of the Tormium representatives listed under “Description of Services” with facial features in a recognizable condition; 3. Soul gems provided by MEH filled with the unaltered souls of the celestials listed under “Description of Services”; 4. The magical items listed under “Description of Services”, pending positive results from a Certification of Authenticity undertaken by MEH. 	
FEES The fees and amounts set out herein are in Mammon Gold Coin unless otherwise specified herein. Please refer to Section 2 of this Agreement for further terms regarding the fees.	<p>MEH agrees to pay the following fees upon the submission of the corresponding deliverables:</p> <ol style="list-style-type: none"> 1. Deliverable #1 <ol style="list-style-type: none"> a. Ownership and a governing position over one (1) quarter of choice in the Free City of Westgate for each Representative; b. A position on the reinstated Westgate Council of Merchants for each Representative; c. Five million (5,000,000) Mammon Gold Coin per representative; 2. Deliverable #2 <ol style="list-style-type: none"> a. One (1) Infernal Boon of choice per Representative, selected from a list provided by MEH (see Annex I); 3. Deliverable #3 <ol style="list-style-type: none"> a. One (1) legendary magical item of choice per Representative, selected from a list provided by MEH (see Annex II); 4. Deliverable #4 	

	a. The deed to Castle Edgelord, Free City of Teziir, Faerun, Toril, Prime Material Plane.
<p>ADVANCE</p> <p>The fees and amounts set out herein are in Mammon Gold Coin unless otherwise specified herein.</p>	<p>MEH agrees to pay the following advance to the Supplier immediately after the Commencement Date of the Agreement:</p> <ol style="list-style-type: none"> 1. Command over one hundred (100) veteran Zentarim mercenaries for one (1) month, starting immediately after the Commencement Date of the Agreement; 2. One (1) Infernal Boon of choice per Representative, selected from a list provided by MEH (see Annex I); 3. Telepost and parcelshift link to MEH's headquarters (hardware: iTake Greedchest S6).
<p>INVOICES</p> <p>All invoices shall reference the above purchase order number and shall be sent to:</p>	<p>Accounts Payable MAMMON EXTRAPLANAR HOLDINGS HEADQUARTERS Glittering Palace, Avarice Road 66, Ribcage, Concordant Opposition</p>
<p>PAYMENT TERMS</p> <p>The Supplier shall prepare and submit invoices monthly on the 13th day of the month following the month in which the Services were rendered or the Deliverables were completed or accepted, as applicable. Each invoice shall specifically reference the applicable MEH purchase order number, and include time sheets and any other documentation reasonably requested by MEH from time to time. MEH shall pay approved invoices within 6 days of receipt of such invoice. Payment shall be in Mammon Gold Coin unless otherwise specified above.</p>	

SCHEDULE "B"**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement forms part of the agreement it is attached to (the "Agreement") as Schedule "B".

The Supplier (which term includes any employee, officer, or agent of the Supplier, including the Representative) may be exposed to MEH's confidential information ("**Confidential Information**"), which must be protected and held in strict confidence pursuant to Section 24.3 of the *Infernal Secrecy Act*. R.S., 636, c. E-20, s. 1; 696, c. 33, s. 2(F).

Both MEH and the Supplier may receive from the other party (the "Disclosing Party") confidential information (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in magical form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by magical means) as confidential at the time of its receipt by the party (the "Recipient") receiving the information in accordance with the terms of this Confidentiality Agreement and the Agreement.

NOW THEREFORE the parties agree as follows:

B1.	RESTRICTIONS
B1.1	<p>Except as otherwise provided in this Confidentiality Agreement, the Recipient will neither:</p> <ul style="list-style-type: none"> (a) without compromising the disclosure of information required for employees' normal use of internal information systems, transmit, disclose, or permit disclosure, access, loss or use of Confidential Information to any person other than (i) its employees, officers and directors, agents, auditors, consultants, advisors, and legal counsel (collectively and together with MEH's sole shareholder, the "Representatives") who need to know such information for the purpose of fulfilling the terms and conditions of the Agreement, and (ii) MEH's sole shareholder (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this Confidentiality Agreement and the Agreement); nor (b) use in any manner not connected with the Agreement any Confidential Information. In the case of MEH, the Deliverables shall not constitute Confidential Information to which this Agreement applies.
B2.	DEGREE OF CARE
B2.1	The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.
B3.	PERMITTED DISCLOSURES
B3.1	<p>The terms of this Confidentiality Agreement shall not apply to any Confidential Information which is:</p> <ul style="list-style-type: none"> (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings within the jurisdiction of the Infernal Courts; (b) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement; (c) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information; (d) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; (e) furnished by MEH to the Auditor General of Baator; or (f) required to be disclosed by MEH pursuant to MEH's Disclosure Policy or pursuant to Baator's or MEH's interplanar commitments. Nothing in this Confidentiality Agreement shall prohibit MEH's disclosure, following the signing of the Agreement, of the following information: the name of the Supplier, the amount of the total fees paid and payable by MEH to the Supplier under the Agreement; the total value of the contract, and a general description of the Services and Deliverables.

B3.2	In addition to 3.1, the terms of this Confidentiality Agreement shall not apply to Confidential Information which is: <ul style="list-style-type: none"> (a) independently developed by the Recipient; (b) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement; or (c) requested by any infernal agency or other regulatory authority (including any self-regulatory organization having have jurisdiction).
B3.3	If any portion of the Confidential Information falls within any one of the above exceptions listed in B3.1 or B3.2, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section B1.
B3.4	Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section B3 only because such item or detail is generally referred to in more general information that falls within such exception.
B4.	DAMAGES
B4.1	With respect to a breach related to Confidential Information, the Recipient shall be responsible for damages caused to the Disclosing Party by any transmission or disclosure, access, loss or use of Confidential Information not permitted by this Confidentiality Agreement. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this Confidentiality Agreement. Any acts or omissions by a third party to whom the Supplier has transmitted, disclosed or permitted the disclosure of Confidential Information shall be deemed to be actions or omissions of the Supplier for the purpose of this sub-section B4.1.
B4.2	The parties agree that the party which has suffered or would suffer by the breach of this Confidentiality Agreement by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, MEH is not waiving any rights which it may have pursuant to applicable law.
B5.	RETURN AND DESTRUCTION OF INFORMATION
B5.1	All documents, drawing, spreadsheets, data and writings (including magical materials) containing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this Confidentiality Agreement shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to MEH in connection with transactions entered into by MEH including any financing, insurance or other arrangements whatsoever.
B5.2	The Parties' obligation to protect all Confidential Information in accordance with this Confidentiality Agreement shall survive such return or destruction of the Confidential Information and shall subsist until the date determined under Section B7.
B6.	ENTIRE AGREEMENT
B6.1	This Confidentiality Agreement and the Agreement constitute the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Confidentiality Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this Confidentiality Agreement, agree that this Confidentiality Agreement shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
B7.	TERMINATION
B7.1	This Confidentiality Agreement may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this Confidentiality Agreement shall expire in six hundred and sixty-six (666) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this Confidentiality Agreement for six years by written notice (by magic or otherwise) to the other party, which notice shall be effective upon receipt.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

COLLATERAL DAMAGE VENTURES

By: _____

Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

By: _____


Name:	
Title:	
Date:	

By: _____

Name:	
Title:	
Date:	

MAMMON EXTRAPLANAR HOLDINGS

By: БҮЖЛОТАЗ ИТЭ АНХАГАА

Name:	Bujlotaz the Usurious	
Title:	Chief Executive Officer	
Date:		

ANNEX I: INFERNAL BOONS

BOON OF COMBAT PROWESS

When you miss with a melee weapon attack, you can choose to hit instead. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF DIMENSIONAL TRAVEL

As an action, you can cast the *misty step* spell, without using a spell slot or any components. Once you do so, you can't use this boon again until you finish a short rest.

BOON OF FATE

When another creature that you can see within 60 feet of you makes an ability check, an attack roll, or a saving throw, you can roll a d10 and apply the result as a bonus or penalty to the roll. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF FORTITUDE

Your hit point maximum increases by 40.

BOON OF HIGH MAGIC

You gain one spell slot of the highest level you have available.

BOON OF IMMORTALITY

You stop aging. You are immune to any effect that would age you, and you can't die from old age.

BOON OF INVINCIBILITY

When you take damage from any source, you can reduce that damage to 0. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF IRRESISTIBLE OFFENSE

You can bypass the damage resistances of any creature.

BOON OF LUCK

You can add a d10 roll to any ability check, attack roll, or saving throw you make. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF MAGIC RESISTANCE

You have advantage on saving throws against spells and other magical effects.

BOON OF PEERLESS AIM

You can give yourself a +20 bonus to a ranged attack roll you make. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF PERFECT HEALTH

You are immune to all diseases and poisons, and you have advantage on Constitution saving throws.

BOON OF PLANAR TRAVEL

When you gain this boon, choose a plane of existence other than the Material Plane. You can now use an action to cast the *plane shift* spell (no spell slot or components required), targeting yourself only, and travel to the chosen plane, or from that plane back to the Material Plane. Once you use this boon, you can't use it again until you finish a short rest.

BOON OF QUICK CASTING

Choose one of your spells of 1st through 3rd level that has a casting time of 1 action. That spell's casting time is now 1 bonus action for you.

BOON OF RECOVERY

You can use a bonus action to regain a number of hit points equal to half your hit point maximum. Once you use this boon, you can't use it again until you finish a long rest.

BOON OF RESILIENCE

You have resistance to bludgeoning, piercing, and slashing damage from nonmagical weapons.

BOON OF SKILL PROFICIENCY

You gain proficiency in all skills.

BOON OF SPEED

Your walking speed increases by 30 feet. In addition, you can use a bonus action to take the Dash or Disengage action. Once you do so, you can't do so again until you finish a short rest.

BOON OF SPELL MASTERY

Choose one 1st-level sorcerer, warlock, or wizard spell that you can cast. You can now cast that spell at its lowest level without expending a spell slot.

BOON OF SPELL RECALL

You can cast any spell you know or have prepared without expending a spell slot. Once you do so, you can use this boon again until you finish a long rest.

BOON OF THE FIRE SOUL

You have immunity to fire damage. You can also cast *burning hands* (save DC 15) at will, without using a spell slot or any components.

BOON OF THE NIGHT SPIRIT

While completely in an area of dim light or darkness, you can become invisible as an action. You remain invisible until you take an action or a reaction.

BOON OF THE STORMBORN

You have immunity to lightning and thunder damage. You can also cast *thunderwave* (save DC 15) at will, without using a spell slot or any components.

BOON OF THE UNFETTERED

You have advantage on ability checks made to resist being grappled. In addition, you can use an action to automatically escape a grapple or free yourself of restraints of any kind.

BOON OF TRUESIGHT

You have truesight out to a range of 60 feet.

BOON OF UNDETECTABILITY

You gain a +10 bonus to Dexterity (Stealth) checks, and you can't be detected or targeted by divination magic, including scrying sensors.

ANNEX II: LEGENDARY MAGICAL ITEMS

ARMOR OF INVULNERABILITY

Armor (plate), legendary (requires attunement)

You have resistance to nonmagical damage while you wear this armor. Additionally, you can use an action to make yourself immune to nonmagical damage for 10 minutes or until you are no longer wearing the armor. Once this special action is used, it can't be used again until the next dawn.

Plate consists of shaped, interlocking metal plates to cover the entire body. A suit of plate includes gauntlets, heavy leather boots, a visored helmet, and thick layers of padding underneath the armor. Buckles and straps distribute the weight over the body.

BELT OF CLOUD GIANT STRENGTH

Wondrous Item, legendary (requires attunement)

While wearing this belt, your Strength score changes to 27. The item has no effect on you if your Strength without the belt is equal to or greater than 27.

CRYSTAL BALL OF MIND READING

Wondrous Item, legendary (requires attunement)

This crystal ball is about 6 inches in diameter. While touching it, you can cast the scrying spell (save DC 17) with it. You can use an action to cast the detect thoughts spell (save DC 17) while you are scrying with the crystal ball, targeting creatures you can see within 30 feet of the spell's sensor. You don't need to concentrate on this detect thoughts to maintain it during its duration, but it ends if scrying ends.

DEFENDER

Weapon (any sword), legendary (requires attunement)

You gain a +3 bonus to attack and damage rolls made with this magic weapon. The first time you attack with the sword on each of your turns, you can transfer some or all of the sword's bonus to your Armor Class, instead of using the bonus on any attacks that turn. For example, you could reduce the bonus to your attack and damage rolls to +1 and gain a +2 bonus to AC. The adjusted bonuses remain in effect until the start of your next turn, although you must hold the sword to gain a bonus to AC from it.

Proficiency with a longsword allows you to add your proficiency bonus to the attack roll for any attack you make with it.

IRON HORN OF VALHALLA

Wondrous Item, legendary (requires attunement)

You can use an action to blow this horn. In response, 5d4+5 warrior spirits from the Valhalla appear within 60 feet of you. They use the statistics of a berserker (CR 2). They return to Valhalla after 1 hour or when they drop to 0 hit points. Once you use the horn, it can't be used again until 7 days have passed. Proficiency with all martial weapons is required to use the horn. If you blow the horn without meeting its requirement, the summoned berserkers attack you. If you meet the requirement, they are friendly to you and your companions and follow your commands.

INFERNAL TACK (PRE-LOADED)

Wondrous item, legendary (requires attunement by a creature of evil alignment)

A narzugon binds a nightmare (CR 3) to its service with infernal tack, which consists of a bridle, bit, reins, saddle, stirrups, and spurs. A nightmare equipped with infernal tack must serve whoever wears the spurs until the wearer dies or the tack is removed.

You can use an action to call a nightmare equipped with infernal tack by clashing the spurs together or scraping them through blood. The nightmare appears at the start of your next turn, within 20 feet of you. It acts as your ally and takes its turn on your initiative count. It remains for 1 day, until you or it dies, or until you dismiss it as an action. If the nightmare dies, it reforms in the Nine Hells within 24 hours, after which you can summon it again. The tack doesn't conjure a nightmare from thin air; one must first be subdued so the tack can be placed on it. No nightmare accepts this forced servitude willingly, but some eventually form strong loyalties to their masters and become true partners in evil.

RING OF INVISIBILITY

Ring, legendary (requires attunement)

While wearing this ring, you can turn invisible as an action. Anything you are wearing or carrying is invisible with you. You remain invisible until the ring is removed, until you attack or cast a spell, or until you use a bonus action to become visible again.

BLACK ROBE OF THE ARCHMAGI

Wondrous Item, legendary (requires attunement by a sorcerer, warlock, or wizard)

This elegant garment is made from exquisite cloth of white, gray, or black and adorned with silvery runes. The robe's color corresponds to the alignment for which the item was created. A white robe was made for good, gray for neutral, and black for evil. You can't attune to a robe of the archmagi that doesn't correspond to your alignment. You gain these benefits while wearing the robe:

- If you aren't wearing armor, your base Armor Class is 15 + your Dexterity modifier.
- You have advantage on saving throws against spells and other magical effects.
- Your spell save DC and spell attack bonus each increase by 2.

SOVEREIGN GLUE

Wondrous Item, legendary

This viscous, milky-white substance can form a permanent adhesive bond between any two objects. It must be stored in a jar or flask that has been coated inside with oil of slipperiness. When found, a container contains 1d6 + 1 ounces. One ounce of the glue can cover a 1-foot square surface. The glue takes 1 minute to set. Once it has done so, the bond it creates can be broken only by the application of universal solvent or oil of etherealness, or with a wish spell.