



MVM, Inc.
1593 Spring Hill Road
Suite 700
Vienna, VA 22182
703-790-3138 - Fax: 703-790-9526

Facsimile Transmittal

To: Mike Dadd	Fax:
	Phone:
From: Peter Rice	Date:
Re:	No. Pages, including cover sheet: 6
CC:	

Mike -
 Executed Agreement and
 first Task Order.
 Please sign TO and return.
 Other to follow shortly. Thanks -
 Peter

CONFIDENTIALITY NOTICE

The documents accompanying this telecopy transmission contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone at (703) 790-3138 to arrange for return of the original documents to us.

WARNING

Interception of telephonic communication could be violation of State and Federal Law.

Sep 26 05 11:37a

3D Global Solutions Inc

866-238-6761

P.1

AGREEMENT FOR RECRUITING SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") by and between MVM, Inc., a California corporation with offices at 1593 Spring Hill Road, Vienna, Virginia 22182 ("MVM") and 3D Global Solutions Inc. a Indiana corporation with offices at 12898 Pontell Place, Westfield, Indiana 46074 ("3D") is dated as of September 26, 2005.

WHEREAS, 3D has competence, capability and experience relating to recruiting of security personnel; and

WHEREAS, 3D is prepared to make such competence, capability and experience available to MVM by recruiting third party nationals ("TCNs") as security personnel in support of an MVM contract with the US Department of State (the "DOS"); and

WHEREAS, MVM desires to use 3D to provide such recruiting services:

THEREFORE, the parties agree to the following the terms and conditions in connection with the provision of such recruiting services by 3D:

A. SCOPE OF SERVICES.

3D shall recruit, provide specified pre-deployment services and provide specified post-deployment support services to MVM. The personnel supplied by 3D will become employees of MVM and will perform as security personnel in support of MVM's contract with the DOS Embassy Security Force, Kabul, Afghanistan (the "Services").

The services to be provided by 3D are described in Exhibit D.

MVM shall request 3D to recruit such TCNs, on an ongoing basis, in the number and for the duration specified by MVM in Task Orders issued to 3D from time to time. The form of such Task Order is set forth in Exhibit A hereto. The terms and conditions of employment 3D shall offer such TCNs will be provided to 3D with each Task Order.

B. QUALIFICATIONS OF TCNs.

1. Each TCN (i) shall be in good general health without physical or mental disabilities, either temporary or long lasting, that would interfere with the performance of his assigned duties including standing for prolonged periods of time in performance of guard duty, (ii) shall be free from communicable disease, (iii) shall have binocular vision correctable to 20/30 Snellen and shall not be colorblind (iv) shall be capable of hearing ordinary conversation. 3D shall provide evidence of physical fitness of each TCN by a certification from a licensed physician within such TCNs country of origin, based on a physical examination conducted prior to the TCN's assignment.

2. Each TCN shall be free of all Schedule I-V drugs which are covered in the Federal Drug Testing Program, as detected in such TCNs urine or saliva sample, unless such drug is validly prescribed for such TCN by a licensed physician. 3D shall provide evidence of testing for such drugs, which testing shall be conducted in such TCNs country of origin and in accordance with the US Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs. These Guidelines can be

Sep 26 05 11:37a

3D Global Solutions Inc

866-238-6761

P. 2

reviewed at www.health.org/workplace. MVM will supply a list of drugs for which tests will be conducted.

- 3. Each TCN shall receive all DOS recommended inoculations for Afghanistan. 3D shall provide evidence that each TCN has received all recommended inoculations for Afghanistan. MVM will supply a list of required inoculations to 3D.
- 4. 3D shall provide evidence of criminal and pre-employment background checks for each TCN conducted in the TCN's country of origin, in form and substance satisfactory to MVM.
- 5. In addition to the qualifications set forth in this Paragraph B, each TCN shall meet the qualifications of the position for which he is applying, which qualifications and positions are set forth in Exhibit B hereto.
- 6. In addition to the qualifications set forth in this Paragraph B, no TCN (i) shall have been convicted of any felony or any misdemeanor involving moral turpitude during the five year period prior to the date of employment application, (ii) shall have been declared by any court of competent jurisdiction incompetent by reason of a mental condition or defect or (iii) shall suffer from habitual drunkenness or narcotics addiction or dependence as evidenced by the drug testing procedure in Paragraph B2, above, or information developed in the vetting process.
- 7. 3D shall certify to MVM that each TCN meets each of the qualifications set forth in this Paragraph B.

C. PROCEDURE.

1. 3D shall provide to MVM an application package for employment, and an application package for Medium Risk Public Trust Certification, completed by each TCN as well as the certifications and evidence of various tests and background checks required by Paragraph B of this Agreement, in English and in the format required by MVM (the "Employment Package").

MVM shall review each Employment Package and shall submit to the DOS Employment Packages for TCNs that MVM determines meet the requirements contained in this Agreement. Upon approval by the DOS of an Employment Package, MVM will offer employment to such TCN conditioned on the satisfactory completion in English of the forms listed in Exhibit C hereto and the final approval by the DOS. The decision to hire a TCN recruited by 3D shall be made solely by MVM following the approval of such TCN by the DOS.

2. MVM agrees to reimburse 3D for the cost of obtaining a passport for any qualified TCN candidate who does not have a passport and is unable to pay for one in advance of employment. The Employee Agreement that MVM will sign with each employee will state that MVM will recover this cost from the employee's initial pay check.

D. FEES FOR SERVICES

1. On the condition that 3D fully and faithfully performs the Services, MVM shall pay 3D fees in the amounts and types shown in Exhibit E.

For pre-deployment services:

Sep 26 05 11:37a

3D Global Solutions Inc

866-238-6761

p.3

- MVM will pay the specified per person fee for each fully qualified TCN who receives a final employment offer from MVM and deploys to Kabul, Afghanistan.
- 3D will invoice once deployment has occurred

For post-deployment services:

- MVM will pay the specified monthly fee for each TCN supplied by 3D who is deployed to Kabul in a given calendar month. For administrative convenience, if a TCN is on duty in Kabul for 15 days or less in a given calendar month, this will not count toward the fee calculation. If a TCN is on duty in Kabul for 16 days or more in a given calendar month, this will count toward the fee calculation.
- 3D will invoice monthly.

2. MVM shall pay all approved invoices within thirty days of receipt.

E. INDEPENDENT CONTRACTOR.

3D is retained as an independent contractor solely to provide the Services and the Recruitment Consultant. No agency is created by the terms of this Agreement and 3D shall not hold itself out to others to be an agent of MVM. 3D shall not have the power to execute any document or agreement on behalf of MVM or to otherwise bind MVM in any respect.

F. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date hereof and shall continue until terminated. Either party may terminate this Agreement immediately by written notice to the other party in the event of a material breach of this Agreement by such other party. MVM may terminate this Agreement immediately by written notice to 3D in the event MVM's contract with the DOS is terminated. Either party may terminate this Agreement by providing thirty days written notice to the other party.

G. NON-EXCLUSIVE ARRANGEMENT.

During the term of this Agreement, 3D shall not accept assignments from other clients if such assignments would interfere with the performance by 3D of the Services required hereby.

H. CONFIDENTIAL BUSINESS INFORMATION.

3D agrees that it will hold in confidence all information provided to 3D by MVM (including the terms of this Agreement) concerning MVM's business including, but not limited to, MVM's contracts, personnel and operations (the "Confidential Business Information"). 3D agrees not to disclose such Confidential Business Information to any person without MVM's consent. 3D agrees that it will not use any Confidential Business Information for any reason other than for the performance of the Services. 3D's obligation under this Paragraph H shall survive for three years after the termination of this Agreement.

I. NOTICES.

Any notices required or permitted to be given hereunder shall be given in writing and delivered to a party in person or at such party's address (or facsimile number) stated below

WPD

Sep 26 05 11:37a

3D Global Solutions Inc

866-238-6761

p. 4

or to such other address (or facsimile number) as such party shall advise the other party in writing, and will be deemed received when tendered in person or when sent by facsimile or by certified mail:

MVM, Inc.
1593 Spring Hill Road
Vienna, Virginia 22182
Attention: Clyde Slick
Facsimile: (703) 827-0780

3D Global Solutions, Inc.
12898 Pontell Place
Westfield, Indiana 46074
Attn: Mike Dodd

J. MISCELLANEOUS.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts laws.

The exhibits to this Agreement are incorporated herein by this reference.

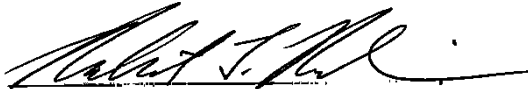
This Agreement supersedes all prior arrangements and understandings between the parties in respect of the subject matter hereof and constitutes the entire agreement between the parties in respect of such subject matter.

This Agreement may be executed in counterparts, each executed counterpart constituting an original but all together constituting only one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MVM, INC.

Signed:



Name:

ROBERT L. RUBIN

Title:

Senior Vice President

3D GLOBAL SOLUTIONS INC.

Signed:



Name:

Michael F. Dodd

Title:

President

EXHIBIT A

TASK ORDER

In accordance with the Agreement for Recruiting Services dated September 26, 2005 by and between MVM and 3D, MVM hereby instructs 3D to recruit TCNs to fill the security personnel positions listed below:

<u>Number of TCNs</u>	<u>Type of Position to be Filled</u>
65	TCN Guard

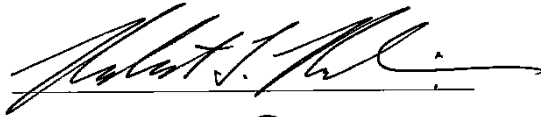
TCNs covered by this Task Order shall report to Jorge Chavez International Airport, Lima, Peru on or about 10 November 2005 for deployment to Kabul, Afghanistan.

All of the requirements in Section B of the Agreement for Recruiting Services must be met.

AGREED:

MVM, INC.

Signature:



Name:

ROBERT L. RUBEN

Title:

Senior Vice President

Date:

28 SEPT 05

3D GLOBAL SOLUTIONS INC.

Signature: _____

Name: _____

Title: _____

Date: _____