

EXPERT CREDIT SWEEPS SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

Expert Credit Sweep Client of _____, _____,
New York
(the "Customer")

- AND -

Expert Credit Sweeps of _____, Brooklyn, New York
(the "Service Provider").

BACKGROUND:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Expert Credit Sweeps will:
 1. Expert Credit Sweeps shall, upon initiation of agreement, provide prompt assistance to client in obtaining credit records for the client from all three credit-reporting agencies Equifax (CSC for Texas Residents), Experian, and Trans Union via creditchecktotal.com. (Equifax.com credit monitoring services if creditchecktotal.com is not available to the client).

2. Expert Credit Sweeps shall also, within the course of 2 to 5 business days of receipt of agreement, set up clients with their online private client site which will allow them to check progress throughout their maintenance agreement. A password will be provided to the client to access their online private client site, and the client will be responsible for downloading all documents from the website.
3. Also within 24 hours of enrollment into Expert Credit Sweeps credit restoration service the client shall be contacted by Expert Credit Sweeps in order to go over processes during the term of service with Expert Credit Sweeps credit restoration service.
4. Expert Credit Sweeps shall also post credit education materials to the clients Private Client Site periodically for client review. Client will be notified by e-mail within 4 business days from initiation that their account information is ready for client review and comment.
5. Expert Credit Sweeps shall assist client in determining the action to take with each account in regards to the client's credit file. Expert Credit Sweeps is available to review each account on the client's personal credit file by calling the customer service numbers provided upon enrollment during normal business hours (MON-SAT 12PM TO 10 PM EASTERN STANDARD TIME).
6. Expert Credit Sweeps will provide credit educational material to the client via email or via the client portal.
7. Expert Credit Sweeps shall prepare challenges for items appearing on the customer's credit reports, which the customer indicates are inaccurate, incomplete, obsolete, or unverified as per the Fair Credit Reporting Act. The company does not guarantee the outcome of disputes.
8. Expert Credit Sweeps will submit transmittal of challenges, within 3 to 4 business days but not to exceed 5 business days, of receipt of credit information and executed disclosure and agreement from customer.
9. Each consecutive month of service Expert Credit Sweeps shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
10. Follow-up services will be fully performed by Expert Credit Sweeps every 35 days not to exceed every 45 days.
11. Every month the client shall forward copies of all materials received by the 3 credit bureaus, Equifax (CSC Credit Services for TX residents), Experian, & Trans Union, by

mailing or faxing copies to Expert Credit Sweeps in a timely manner. Client also has the option to email or upload the received responses via the client portal. It is important to forward the materials received by the credit bureaus so the client's private client site can be updated expeditiously.

12. All items resolved will also be posted to the client's private site, which is accessed online by the password provided to client upon initiation. A progress report detailing those items will be emailed as well.

13. Expert Credit Sweeps shall also provide a client service assistance in answering questions regarding client's accounts from Monday through Saturday 10:00 AM To 10:00 PM EST.

14. Expert Credit Sweeps agrees only to challenge items under the above acts and as legally available.

15. Company guarantee and refund policy shall be understood as the following: To any client that maintains 6 consecutive months of maintenance service, Expert Credit Sweeps shall guarantee their satisfaction of service: i. Should client believe they have not received valuable service, in consideration of refund, all accounts will be evaluated on a per record itemization basis. ii. No refunds will be given to the client after the first round of disputes have been sent out to the credit bureaus under any circumstance. Failure to maintain consistent monthly payments to creditors and addition of at least 1 negative item to the credit file VOIDS any and all guarantees. Should any new negative information be added to the client's credit file during the term of the agreement this will VOID any and all guarantees.

16. The addition of any new negative information shall also void any and all guarantees. Guarantee shall be considered satisfied if client's credit is improved during 6 months of maintenance service.

Monthly maintenance:

1. Analysis and review of client credit report(s)
2. Create a secure online environment as part of the client web portal for secure document sharing and transfer
3. Assist client in obtaining copy of credit report if needed
4. Create a unique, secure interactive client web portal for online access
5. Enter Data from client's credit report into internal database

6. Enter Data from Clients credit report into secure interactive client web portal
7. Analysis and review of client fiscal literacy and budget needs
8. Provide client with "Budget Planning Tools" including:
 - i. Budget workbook
 - ii. Family finance planner
 - iii. Budget tools
 - iv. Budget calculators
 - v. Loan repayment calculators
 - vi. Compounding savings calculators
9. Enter client's information into secure web portal for tracking purposes
10. Perform opt-out to reduce junk mail
11. Add all telephone numbers to "Do Not Call" list
12. Standard setup Procedure includes:
13. Processing Request for "Do not Call" list for client
14. Processing Request to eliminate erroneous and outdated technical Data on credit reports; including but not limited to:

Addresses, Date of Births, Social Security Numbers, First Names, Last Names, Employment Data etc.
15. Processing Request to Opt Out from prescreened offers
16. Processing of Company Specific Documents and/or files

The Following items are examples of the actions, and or products that define our monthly maintenance service.

1. Analysis and review of client file status
 2. Update client secure interactive web portal with most recent updates and or notes
 3. Receiving and processing Manual Updates
 4. Respond to, Receive and or initiating correspondence via telephone
 5. Respond to, Receive and or initiating correspondence via e-mail
 6. Respond to, Receive and or initiating correspondence via Fascimile
 7. Respond to, Receive and or initiating correspondence via Physical Mail ie: USPS, FEDEX, UPS etc
 8. Review clients credit report updates to determine next step
 9. Create strategic plan to assist clients in meeting their goals
 10. Create Dispute letters
 11. Assist with Budget questions
 12. Assist with credit questions
 13. Provide ongoing credit education
 14. Provide ongoing budget advice and counseling.
2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the

Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider according to the terms under section 7.

7. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:

A. Full Package Monthly Program: Initial Audit Fee of \$249.00 due upon sign up as well as \$125.00 per month, not to exceed 6 months. The monthly fee of \$125.00 is payable every 30 days after sign up. (i.e. \$249.00 upon sign up and 30 days later \$125.00). Service provider collects payment for the previous month's services on the 30th, 60th, 90th, 120th, 150th and 180th days of service unless services have been cancelled within 2 weeks, via written cancellation, prior to the next 30 days of service. Client has 1 year of service coverage if the 6-month program time frame has been met, at no additional cost.

B. Pay-per-item deleted, per-bureau, due on the 1st of the following month from date of either credit report comparison to prove deletion and/or receipt of results:

- Initial Audit Fee of \$249.00 due upon sign up
- \$95.00 public record fee per-item, per-bureau
- \$49.00 non-public record fee per-item, per-bureau
- \$25.00 inquiry fee per-item, per-bureau

8. The above Compensation includes all applicable sales tax, and duties as required by law.

Additional Compensation

9. In addition to the compensation listed under "Compensation", Service Provider will also be entitled to charge client for extra postage if postage amount exceeds \$249.00 during the duration of the credit

sweep.

PAYMENT DISCLOSURE:

Initial Audit Fee includes the following:

- A. Client Portal set up
- B. Website login set up
- C. Full file analysis
- D. Pre-screen opt-out and Do Not Call registration
- E. Negative items entered into database
- F. All creditor and bureau letters composed
- G. All creditor and bureau letters mailed out via certified mail
- H. Action plan for client file created
- I. Welcome email and phone call – 30 minutes maximum

Provision of Extras

- 10. The Customer will not provide any resources, assistance or extras for use by the Service Provider in providing the Services.

Reimbursement of Expenses

- 11. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Performance Penalties

- 12. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Return of Property

- 13. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Capacity/Independent Contractor

14. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- Expert Credit Sweep Client

_____, New York, _____
Fax: (____) _____ - _____
Email: _____

- Expert Credit Sweeps
1402 S Parkwood Dr.
Clifton Park, New York, 12065
Fax: 888-347-6349
Email: kristin@expertcreditsweeps.com

or to such other address as any Party may from time to time notify the other.

Indemnification

16. Each Party to this Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the indemnifying Party or its agents or representatives and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

Limitation of Liability

17. It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Additional Clauses

18. Client Obligations & Agreement.

- A. Client will provide a copy of his or her driver's license, social security card, and a recent Utility bill showing the correct address (phone bill, gas bill, electric bill, etc.).
- B. Client agrees to assist Company in obtaining initial credit reports, with scores, from all three credit bureaus (Equifax, Experian and Trans Union) and understands that Company cannot proceed with credit bureaus until credit reports are received. Client also agrees to setup a credit monitoring account with a third party such as "creditchecktotal.com", at Client's own expense, for the purpose of monthly credit report updates and progress review.
- C. Client agrees to maintain on time monthly payments of their current credit obligations (i.e. - car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to any progress or improvements gained during the service period and will forfeit any guarantees. Also the addition of any new negative item to the credit file shall void any and all guarantees.
- D. Client agrees to contact credit support department on any questions regarding their credit INCLUDING credit inquiries or questions regarding applying for consumer credit.
- E. If Client was referred to Expert Credit Sweeps by a referral partner, Client hereby expressly consents to Expert Credit Sweeps the sharing of data concerning the progress of the credit restoration process with the referral partner.
- F. Client agrees to payment terms and conditions as chosen in "Payments", which is incorporated into this agreement.
- G. Client also agrees to forward all mail received regarding their credit file to Expert Credit Sweeps as soon as they receive correspondence from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union.
- H. Company guarantee shall be understood as the following: Expert Credit Sweeps shall guarantee the satisfaction of all its clients.
- J. Client understands this is a binding agreement and Failure to make the arranged monthly payments can result in negative activity to client's credit file.
- K. Contract is month to month from the start date of the agreement based upon initial credit reports being received. Either party may cancel this at any time with 30 days' notice, sent in written format. Notice shall not be considered received unless there has been confirmation of receipt by all parties.

L. You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract.

NOTICE OF RIGHT TO CANCEL

You may cancel this contract, without penalty or obligation, within Three (3) days after the date your enrollment payment is received.

If you cancel this agreement, all payments made by you under this agreement will be returned within Three (3) business days after the date of receipt of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to Expert Credit Sweeps via email and fax, not later than midnight of the 3rd day after your enrollment payment is received.

I hereby cancel this transaction:

Date: _____

By: _____
Client

Printed Name Printed Name

SEC. 405. DISCLOSURES

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are

a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then re-investigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau. If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information, contact:

The Public Reference Branch

Federal Trade Commission Washington, D.C. 20580

(a) In General. -- Any consumer may cancel any contract with any credit repair organization without penalty or obligation by notifying the credit repair organization of the consumer's intention to do so at any time before midnight of the 3rd business day which begins after the date on which the contract or agreement between the consumer and the credit repair organization is executed or would, but for this subsection, become enforceable against the parties.

(b) Separate Statement Requirement. The written statement required under this section shall be provided as a document which is separate from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer.

(c) Retention of Compliance Records. (1) In general. The credit repair organization shall maintain a copy of the statement signed by the consumer acknowledging receipt of the statement. (2) Maintenance for 2 years. The copy of any consumer's statement shall be maintained in the organization's files for 2 years after the date on which the statement is signed by the consumer.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

SIGNATURES

Expert Credit Sweeps

Kristin Vargas

Client
