

## CREDIT CONSULTING AGREEMENT

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (the "Client") and \_\_\_\_\_ (the "Consultant"), and is effective on \_\_\_\_\_ 20\_\_\_\_. The Consultant has extensive experience regarding Credit analysis and the Client seeks to benefit from the Consultant's expertise by retaining the services of the Consultant.

The Consultant wishes to perform consulting services for the Client. Accordingly, the Client and the Consultant agree as follows:

### 1. Services

- a. The consultant shall provide advice and consulting services to the Company with respect to matters related to Improving the Client's credit rating . The Consultant shall be engaged by the Client as a consultant for the exchange of ideas only and under the terms of this Agreement, shall not direct or conduct research for or on behalf of the Client. Any research and attempt to improve the credit rating with the credit bureaus which may be conducted shall be carried out by the Client.
- b. Upon request by the Company and in return for compensation detailed in Article 2, the Consultant shall keep the Client informed about applications, procedures, and specifications in the area of Credit Repair as they may broaden or change from time to time as well as be available for assisting in procedures issues.
- c. The Client acknowledges that the Consultant is not employee and is only providing the Client with information on how to improve his/her credit rating under the Fair Credit Reporting Act.
- d. The Client Understands that the Consultant is not an attorney, nor is he qualified to practice law in the United States of America.
- e. It is the Clients Responsibility to write the letter, identify the errors contained on third credit reports, and mail them to the proper credit bureau.

### 2. Compensation

a.As full consideration for the consulting services provided by the Consultant, the Client shall pay to the Consultant \_\_\_\_\_.

### 3. Confidentiality

- a. Either party may disclose to the other party any information that the disclosing party would normally freely disclose to the other members of the community at large, whether by publication, by presentation at seminars, or in informal discussions.
- b. The parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of \_\_\_\_\_ (\_\_) years from receipt thereof. The recipient may acquire information that pertains to the discloser's credit history. The recipient agrees not to disclose any Confidential Information to third parties or to use any Confidential Information for any purpose other than performance of the services contemplated by this Agreement, without prior written consent of the Company.
- c. Confidential Information subject to paragraph 4(b) does not include information that (i) is or later becomes available to the public through no breach of this Agreement by the recipient; (ii) is obtained by the recipient from a third party who had the legal right to disclose the information to the recipient; (iii) is already in the possession of the recipient on the date this Agreement becomes effective; (iv) is independently developed by recipient; or (v) is required to be disclosed by law, government regulation, or court order. In addition, Confidential Information subject to paragraph 4(b) does not include information generated by the Consultant unless the information (i) is generated as a direct

result of the performance of consulting services under this Agreement.

4. Defense and Indemnification

a. The client agrees, at its sole expense, to defend the Consultant and to indemnify and hold the Consultant harmless from, any claims or suits by a third party against the Consultant or any liabilities or judgments based thereon, either arising from the Consultant's performance of services for the Client under this Agreement or arising from any result from the Consultant's performance of services under this Agreement.

5. Term and Termination

- a. This Agreement shall be for a term of \_\_\_\_\_ months, renewable upon reasonable terms and conditions as may be agreed upon by the Client and the Consultant.
- b. Termination of the Agreement under paragraph 5(a) above shall not affect (a) the Client's obligation to pay for services previously performed by the Consultant or expenses reasonably incurred by the Consultant for which the Consultant is entitled to reimbursement. (b) the Client's obligations to defend and indemnify the Consultant under paragraph 4 above, or (d) the Consultant's continuing obligations to the Client under this agreement.

6. Other

- a. The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the Client or its employees for any purpose.
- b. The Consultant is not making any claims or guarantees that the Client's Credit Rating with the credit bureaus can be improved .
- c. The Consultant is not making any claims of being an attorney, or someone authorize to practice law in the State of \_\_\_\_\_.
- d. The Consultant is only providing he client with information that may assist the Client with understanding and improving the Clients Credit Rating. This information is public domain.
- e. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Client and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Client.
- f. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

By: \_\_\_\_\_  
Client

By: \_\_\_\_\_  
Consultant