

## AFFILIATE AGREEMENT

THIS AGREEMENT by and between (CreditCiti Consulting Firm, LLC). whose address is (11360 Evans Trail Suit T4 Beltsville Maryland 20705), hereinafter referred to as "Company", and James K Morris, whose address is 11360 Evans Trail, T4 Beltsville MD 20705 hereinafter referred to as "Affiliate".

WHEREAS, Company is engaged in the selling and marketing of Consumer credit repair services.

WHEREAS, Affiliate desires to market Company's services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby appoints Affiliate Representative as an authorized non-exclusive independent representative to Market and promote all services provided by Company.
2. Affiliate Representative shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of Company's services during the term of this Agreement. Affiliate Representative's marketing and promotional efforts shall be directed toward the following:

The aforementioned customers are intended only to be examples of the nature and type of market to which Company desires that its services be sold and should not be construed as a limitation upon the contracts that can be made by Affiliate Representative under this Agreement within the designated market. In addition to the foregoing, Affiliate Representative shall assist Company and shall perform any and all services required or requested in connection with Company's business, including, but not limited to, such services of an advisory nature as may be requested from time to time by Company. Affiliate Representative shall periodically, or at any time upon Company's request, submit appropriate documentation of any and all marketing and promotional efforts performed and to be performed for Company pursuant to this Agreement.

3. For each contract for the performance of Company's services as arranged by Affiliate Representative under this Agreement, Affiliate Representative shall be entitled to a commission as follows:

Company shall pay Affiliate Representative the amount of \$\_\_\_\_\_ for each completed Credit Repair sale attributed to the marketing efforts of Affiliate Representative.

Company shall pay **Affiliate** \$\_\_\_\_\_ for every completed sale.

The commission rates and time periods set forth in this paragraph shall commence as of the date of the first invoice on the contract; provided, however that no commission will be due and payable to Affiliate Representative until (30) days from receipt of payment by Company from any customer on the contract for any underlying invoice. Commissions will be paid on fees for services rendered by Affiliate and shall not include freight, supplies, and other charges incidental to the performance of said services. For purposes of this Agreement, "Contract" shall mean any agreement and/or order of Company's services sold or arranged by Affiliate Representative. Any and all commissions payable to Company to Affiliate Representative under this Agreement shall terminate on the day of the full month after termination of this Agreement and Company shall then be discharged and released of any further obligation to pay commissions to Affiliate Representative under this Agreement.

4. During the term of this Agreement or within 1 year after its termination, Affiliate Representative, or any agents or representatives under Affiliates Representative's control, shall not compete with Company, directly or indirectly, for Affiliate Representative or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to Company's services within the United States. Under no circumstances and at no time shall Affiliate Representative disclose to any person any of the secrets, methods or systems used by the Company. All customer lists, brochures, reports, and other such information of any nature made available to Affiliate Representative by virtue of Affiliate Representative's association with Company shall be held in strict confidence during the term of this Agreement and after its termination.
5. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Affiliate Representative. Affiliate Representative shall be an

independent contractor. Company shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Affiliate Representative under this Agreement. Affiliate Representative shall not be considered an employee of Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees. Affiliate Representative shall be free to utilize his time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.

6. Affiliate Representative shall bear any and all costs or expenses incurred by Affiliate Representative to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone expenses.
7. The rights and duties of Affiliate Representative under this Agreement are personal and may not be assigned or delegated without prior written consent of Company.
8. Affiliate Representative is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's services without express written authorization from Company.
9. Affiliate Representative shall indemnify and hold Company harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Affiliate Representative or his agent or representatives.
10. Company shall indemnify and hold Affiliate Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Company or its employees.
11. This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of **(Company's State)**. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in **(Company's County)**, State of **(Company's State)**. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
12. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.
13. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS HEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMPANY:

(CreditCiti Consulting Firm, LLC).

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

(James K Morris)

AFFILIATE:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_