



**CREDIT REPAIR RESOURCES LLC**  
**INDEPENDENT AFFILIATE AGREEMENT**

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Credit Repair Resources, LLC, an Ohio Limited Liability Company, whose address is 26401 Emery Road, Suite 105, Cleveland, Ohio 44118 (hereinafter "CRR") and \_\_\_\_\_ Located \_\_\_\_\_ (hereinafter "Affiliate")

In consideration of the mutual promises contained within, the parties agree as follows:

1. Approval of Affiliate: Independent Affiliate is hereby approved on a non-exclusive basis to market the services of CRR (the "Services") via word of mouth referral, email marketing and internet traffic.
  - A. Affiliate must apply to strict adherence of the following rules:
    - a. Due to RESPA and Dodd Frank compliance, CRR cannot approve Mortgage Loan Originators, Loan Officers, Mortgage Companies and or any other entity directly related to the origination of Mortgage Loans. However it is our goal to work directly with the aforementioned to help them increase their conversion to closed loans and best serve their clients. Approved affiliates should proactively promote CRR services to the above.
    - b. Affiliate will make no misrepresentations or deceptive statements about the services of CRR.
    - c. Affiliate will not use any marketing materials other that what is provided by or approved by CRR. Any affiliate created marketing materials must be approved by CRR in advance. CRR reserves the right to revoke affiliate status if unapproved marketing materials are used.
    - d. Affiliate cannot attempt to collect any advance fees for referring applicants to CRR. This is an attempt at advance fee payment and a federal violation of the Credit Repair Organizations Act.
    - e. Affiliate cannot increase the cost of services for any reason beyond the set pricing of CRR.
2. Review Periods: Affiliate and the Company may have a 90 and 180 day review of affiliate traffic. Reviews will determine the efficacy and conversion of traffic sent from Affiliate to CRR.
3. Affiliate Campaign Tiers:

CRR's Affiliate Campaign is built on a two tier platform. Our goal is for our affiliates to promote our services to new potential affiliates and earn income from both their primary conversions as well as their second tier referred affiliates.

4. Commissions:

Affiliate shall be paid a commission based on net monthly revenue generated by the converted clients referred to CRR according to the schedule attached in Addendum A.

5. Commission Payout Explanation:

A. Tier 1 Commissions:

CRR collects payments from our clients as “suites of services” are completed. Therefore, CRR pays commission based on payments captured after each suite of services. CRR pays an aggressive commission while charging an affordable fee to our clients. Due to the nominal percentage of attrition (clients who neglect to pay), both CRR and our affiliates must share in this component of our services.

B. Tier 2 Commissions:

CRR appreciates your support as an affiliate and would like to compensate you for recommending others to endorse and promote us. For every new approved sub-affiliate (Tier 2 Affiliate) you refer to CRR, you will receive commission based on the schedule in Addendum A. Tier 2 commissions are paid in the same manner and at the same time as Tier 1 commissions. There is no limit to the amount of sub-affiliates you can refer, and CRR will continue to pay commissions as long as you remain an approved affiliate.

C. Commissions Earned:

All commissions (Tier 1 and Tier 2) shall be deemed earned when a customer makes their payment(s) to CRR for any service to be performed. If affiliate status is revoked for any reason, commissions shall continue to be paid on all accounts that remain with CRR for a period up to 4 weeks. After that time, all commissions shall cease.

Affiliates agree to have their first month commissions held for an initial 30 day period to account for any initial charge-backs. Commissions will be paid no later than the 1<sup>st</sup> of the month following the month in which the commissions were earned.

Charge-backs from initial and monthly “suite of services” will be deducted from future commissions paid to affiliate. (CRR currently has a charge back rate of less than 1% of our total volume)

50% commissions will be paid on company-wide incentive plans aimed to increase overall sales unless pre-negotiated and agreed in writing. (CRR currently has one incentive annually for Black Friday).

D. Stacking Prohibited:

CRR Prohibits the “Stacking” of commissions. “Stacking” is defined in this agreement as an affiliate attempting collect commissions as both a Tier 1 and Tier 2 affiliate by referring clients to a Tier 2 affiliate rather than directly to CRR. If CRR, in at its sole discretion, determines that an affiliate is Stacking, then CRR may immediately terminate this agreement and affiliate will forfeit any further commissions.

6. Termination: Either party may terminate this agreement at will or at any time, with or without cause, by giving at least 14 days written notice of such termination to the other party. In addition, CRR may terminate this agreement immediately upon the occurrence of any of the following: (a) any default or breach on the part of Independent Contractor; (b) the failure of Affiliate to comply with any statute, law, or regulation applicable to Independent Contractor's or the Company's activities; or (c) any action that is determined by the company to be harming the reputation or goodwill of the company.
7. Affiliate: It is the intention of the parties to establish an independent contractual relationship rather than a hiring or employment. It is expressly understood that CRR reserves no right of direction over Affiliate other than rules set herein. Affiliate shall retain sole discretion and judgment, as to the manner and means of accomplishing the result of providing the service required by CRR. Beyond assuring that the operations comply with the law, CRR will neither direct nor control Independent Contractor's activities as to hours, training, vacations, time off or other activities. Affiliate is not and shall not represent himself/herself to be the agent or employee of CRR. Affiliate shall have no power or authority to incur or contract any liability of any kind for or in the name of CRR or for which CRR could or might be liable to others.
8. Payroll Taxes: The Affiliate will not be treated as an employee for federal or state tax purposes with respect to services rendered under this agreement. CRR shall, to the extent it is legally required to do so, file all necessary tax information and reports with federal, state and local taxing authorities, including an Internal Revenue Service form 1099-MISC, to report the income of the Affiliate arising under this Agreement. CRR shall not withhold or pay income taxes, social security or Medicare taxes, disability, worker's compensation, or unemployment insurance payments, or any other assessments or taxes from the compensation paid to Independent Contractor. The Affiliate agrees to report all income earned from CRR pursuant to this Agreement and pay all federal, state, and local income and self employment taxes and other assessments required to be paid by Affiliate under the law.
9. Forms and Materials: CRR shall furnish Affiliate with all forms and materials. Affiliate may not use any promotional or order forms, materials or advertisements except as approved by CRR.
10. Right of Control: It is further agreed that CRR shall have no right to control or direct the details, manner or means by which the Affiliate performs its services.
11. Indemnification: Affiliate agrees to indemnify, protect and save harmless CRR from all claims, demands, suits or actions for damages to person or property, or for personal injuries or death that may be suffered by any third person or persons arising out of or incidental to the conduct of the business of Affiliate.  
  
CRR agrees to indemnify, protect and save harmless Affiliate from all claims, demands, suits or actions for damages to person or property that may be suffered by any third person or persons arising out of the services provided by CRR.
12. Logos: Affiliate shall not use or cause to be used, print or cause to be printed the name or logos of CRR, without the permission of CRR.
13. Confidentiality: Affiliate understands that the business of CRR is a highly competitive business and that Affiliate has access to customer lists, customer files, proposals, pricing procedures, systems,

formulas, designs, techniques, marketing, financial records, development plans, franchise agreements, plans, prints, methods, research, ideas, processes, inventions, discoveries, equipment, methods of production, improvements and trade secrets and other confidential information which is proprietary to the company and its business. Independent Contractor, therefore, agrees not to disclose or release such information to any other parties including, but not limited to, those who may be in competition, directly or indirectly, with CRR during the term of this Agreement or at any time after termination of this Agreement.

14. Ownership of Accounts; Nonsolicitation of Customers or Employees: Affiliate agrees that following termination of his/her affiliate relationship with CRR, he/she will not interfere with or attempt to impair the relationship between CRR and any of its customers or employees or other contractors, nor will Contractor attempt, directly or indirectly, to solicit, entice, hire or otherwise induce any customer or employee or contractor of CRR to terminate his, her or its association with CRR.
15. Injunctive Relief: Affiliate understands and agrees that any breach of paragraphs 13 and 14 above cannot be remedied solely by the recovery of damages, and in the event of such breach, CRR shall be entitled, in addition to any other remedy at law available, to immediate injunctive relief restraining such Affiliate and any business, firm, individual or other entity participating in such breach, from engaging in any activity that constitutes such breach.
16. Waiver: Any waiver of breach of any provision in this agreement shall not operate as a waiver of any other breach of the same or any other provision, term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision, requirement or of any other provision.
17. Binding Effect: This agreement shall be binding on and inure to the benefit of the respective parties, their personal representatives, successors or assigns. The terms and conditions contained herein shall control all the present and future dealings between the parties.
18. Entire Agreement: This writing constitutes the entire agreement of the parties and there are no other such agreements or representations except as contained herein. This agreement may not be amended or modified except in a writing signed by both parties hereto.
19. Jurisdiction/Venue: This agreement shall be governed pursuant to the laws of the State of Ohio. Jurisdiction for any disputes arising under or out of this agreement shall be deemed to be in Cuyahoga County.
20. Notices: Any notice required or permitted under this agreement shall be in writing and shall be deemed to be given if delivered personally or deposited in the United States Post Office, postage prepaid, addressed as appropriate either to CRR or Affiliate at the address stated in this Agreement or at such other address as the parties may direct in writing.
21. Severability: If any portion of this Agreement is held invalid by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.
22. Survival: Sections 1, 11, 12, 13, shall all survive the termination of this agreement.



**IN WITNESS WHEREOF**, the parties have signed this Agreement.

Affiliate:

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Credit Repair Resources, LLC

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Print Name)



## ADDENDUM A

### **CRR Affiliate Commission Payout Schedule**

The following payout information is confidential and may not be shared. All commissions are paid as outlined in the Affiliate Agreement.

#### **Tier 1 Commission Payout:**

##### **Essentials:**

Payment after initial "Suite of Services" is complete and payment is successfully captured shall be: \$10.00

Payment after each monthly "Suites of Services" is complete and payment is successfully captured shall be \$10.00.

##### **Express:**

Payment after initial "Suite of Services" is complete and payment is successfully captured shall be: \$15.00

Payment after each 3 of 5 monthly "Suites of Services" is complete and payment is successfully captured shall be \$10.00.

**Maximum Payout:** \$45.00

##### **Mortgage Track:**

Payment after initial "Suite of Services" is complete and payment is successfully captured shall be: \$20.00

Payment after each 3 of 5 monthly "Suites of Services" is complete and payment is successfully captured shall be \$10.00.

**Maximum Payout:** \$70.00

##### **Concierge Program**

Payment after initial "Suite of Services" is complete and payment is successfully captured shall be: \$75.00

Payment after each monthly “Suites of Services” is complete and payment is successfully captured shall be: \$15.00

**Tier 2 Commission Payout:**

Tier 2 commissions are paid for every enrollment and conversion for referrals sent by secondary or “Sub-Affiliates” that have been added to the Primary Affiliate’s pipeline.

**Essentials:**

Payment after initial “Suite of Services” is complete and payment is successfully captured shall be: \$5.00

Payment after each monthly “Suites of Services” is complete and payment is successfully captured shall be \$5.00

**Express:**

Payment after initial “Suite of Services” is complete and payment is successfully captured shall be: \$10.00

Payment after each monthly “Suites of Services” is complete and payment is successfully captured shall be \$5.00.

**Mortgage Track:**

Payment after initial “Suite of Services” is complete and payment is successfully captured shall be: \$15.00

Payment after each monthly “Suites of Services” is complete and payment is successfully captured shall be \$5.00.

**Concierge Program**

Payment after initial “Suite of Services” is complete and payment is successfully captured shall be: \$30.00

Payment after each monthly “Suites of Services” is complete and payment is successfully captured shall be: \$10.00



**IN WITNESS WHEREOF**, the parties have signed this Agreement.

Affiliate:

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Payable name)

\_\_\_\_\_  
(SS# or EIN#)

Credit Repair Resources, LLC

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Print Name)