



CLIENT APPLICATION & SERVICE AGREEMENT

PERSONAL INFORMATION

Full Legal Name: _____ Mothers Maiden Name: _____

Current Address _____ City _____ State _____ Zip _____

Phone Number _____ Best Time to call _____ Email _____

Time at current address: _____ Previous Address: _____

Date Of Birth: _____ Social Security Number: _____ Place Of Birth: _____

Are there any pending, or recently filed claims, judgments or tax liens? Yes No

Has anyone worked on your credit in the past? Yes No (If Yes) When?

BILLING INFORMATION

Name on Card: _____ Credit Card Number: _____

Expiration: _____ CVV: _____ Billing Zip Code: _____

This card will be charged a one-time set-up fee for Trans-union/Equifax/Experian (Online direct reporting. The cost is roughly \$19.99 to \$29.99 per account).

NEW BUSINESS FUNDERS

I _____ AUTHORIZE "NEW BUSINESS FUNDERS" TO CHARGE THE ABOVE

LISTED CREDIT CARD IN THE AMOUNT OF \$ _____ (ONE TIME SERVICE & COUNSELING FEE).

CARDHOLDER SIGNATURE: _____ DATE: _____

REFERRED BY: _____

SERVICE CONTRACT

This contract ("Contract") is made and entered into between:

New Business Funders, hereinafter sometimes referred to as the "Counselor" or the "Company," and

_____ And _____, hereinafter some-
SINGLE SPOUSE

TIMES REFERRED TO AS THE "Customer," on this _____ day of _____ 2016

WHEREAS, the Customer has, or suspects that the Customer has, issues with the Customer's credit history as reported by one or more consumer credit reporting agencies.

WHEREAS, the Customer wishes for all, or as many as possible, of the inaccuracies to be corrected.

WHEREAS, the Customer is aware that the Customer has the right to review any file on the Customer that is maintained by a consumer credit reporting agency and as provided by ARS 44-1693 and ARS 44-1694. The customer has the right to receive a copy of the file from consumer credit reporting agency for a fee ranging from \$14.95 to \$50.00 and the right to dispute the completeness or accuracy of any item contained in the file.

WHEREAS, the Counselor is experienced in the intricacies and rules dealing with credit reports.

WHEREAS, the Customer wishes to Contract with the Counselor for the Counselor to educate the Customer and to assist the Customer in correcting erroneous information in the customer's credit report.

NOW, THEREFORE, based upon the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

In exchange for a onetime fee in the amount of \$_____, the Counselor will educate and counsel the customer and will assist the customer in the correction of as many "errors" as possible on the customer's credit report. The process will help the customer remove any incorrect, misleading, inaccurate, obsolete and unverifiable information from the customer's credit report. After an initial, in person meeting with a Customer Representative, the customer agrees to make him/her available to a counselor for an "on line" telephone session lasting continually about 20 minutes.

Every item that the customer state is in error must in fact be in error. The customer agrees that per ARS 44-1703(3), which states in part...Customer will not make any statement which is untrue or misleading with respect to a customer's credit worthiness, credit standing, or credit capacity.

The customer must provide his/her full, true legal name and social security number (which number must match with said name on the records of the Social Security Administration).

The company does not advise, nor assist, the customer in changing his/her identity, e.g., name, social security number, etc.

The Counselor estimates that the service will be performed within not less than three (3) days following:

- * The receipt of cash or a certified check
- * The clearing by the Company's bank of a Customer's personal check.

PROGRAM REFUND (please initial below)

The company implicitly states that at least one of the following will happen with the customer's credit file: an increase of fifty (50) points on their credit file and/ or at least one (1) entry on their credit file deleted. Once AFC has initiated their services, the 50 point guarantee is valid only if the customer does not incur any additional negative items or any of their credit reports, during the contestments and re- scoring period, such as late pays, collections, charge offs, inquiries ,etc. This time frame includes the 30 day waiting period for the credit bureaus to dispute the contestments and the time frame that it takes the credit bureaus to re-score the clients reports. By initialing Customer understands the program refund.

If the above does not occur, the company will absolutely re-contest customer's credit reports at no additional charge.

Once the "on line" session begins the customer must be able to give information to the Counselor to successfully answer all of 3 or 4 "security questions." If not, a fee will be deducted from the refund in the appropriate amount of one hundred dollars (\$100) representing the company's actual cost in attempting to access the Customer's credit report. The "on line" session must be conducted in English.

If the customer does not furnish her/his full and complete name and matching social security number, then the guarantee is voided.

The customer agrees to execute the accompanying "Special Limited Power of Attorney" appointing the company and its agents as the customer's attorney-in-fact for

The limited purposes of obtaining the customer's credit report, dealing with the credit reporting agencies and generally carrying out the intent of this contract.

This specific and special refund is in lieu of all other refunds expressed or implied. The Customer waives all present or future contractual, collateral or consequential damages including but not limited to, lost opportunity.

LIMITED POWER OF ATTORNEY

By signing this Contract, signing the accompanying Special Limited Power of Attorney and providing the customer's mother's maiden name, the customer is giving the company permission to obtain a copy of the Customer's credit report.

VENUE

This contract is not effective until accepted by the company at the company's principal office in Arizona. This contract will be carried out entirely in Arizona.

OTHER TERMS

A waiver of any the terms and conditions of this Contract shall not be construed as a general waiver by any party, and party shall be free to re-instate any such term or condition, with or without notice. No waiver of any of the provisions of this contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar; nor shall any waiver constitute a continuing waiver.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

All notices, requests, demands and other communications required or permitted under this contract shall be deemed given if given in writing and delivered personally, by commercial delivery services, courier or mailed by registered or certified mail (return receipt requested) postage fees prepaid, to the party to receive the same at its respective address set forth below or at such other address as may from time to time be designated by such party to the other.

All such notices and communications hereunder shall be deemed given when received, as evidenced by the acknowledgment of receipt with respect thereof by the applicable postal authorities or the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered. Any party may change the address to which notices, requests, demand, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

This contract shall be governed by and constructed in accordance with the internal laws (and not the law of conflicts) of the State of Arizona. Each of the Parties hereby:

- A. Irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this contract or to which an appeal may be taken in any such litigation shall be brought exclusively in the Northeast Phoenix Justice Court or Superior Court of the Maricopa, State of Arizona; and
- B. By execution and delivery of this contract, irrevocably submits to and accepts, with respect to any such action or proceeding, for itself and in respect to any of its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction under the constitution or laws of the State of Arizona or the Constitution or laws of the United States of America or otherwise.

No amendment, waiver, supplement, modification or variation of any provision of this contract shall be valid unless the same shall be in writing and signed by customer and seller. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any prior or subsequent such occurrence.

Any term or provision of this contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any valid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision and this Contract shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

If any Party of this Contract shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Contract, the losing Party shall pay to the prevailing Party his/her actual attorney's fees and all costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney's fees and costs incurred in enforcing such judgment. For the purposes of this section, attorney's fees shall include, without limitation, fees incurred in the following:

Discovery;
Costs of investigation;
Post judgment motions;
Contempt proceedings;
Garnishments, levy and debtor and third party examinations;
Bankruptcy litigation; and
Fees for paralegals and legal assistants.

Nothing in this Contract, whether expressed or implied, is intended to confer any rights or remedies under, or by reason of, this contract on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this contract intended to relieve or discharge the obligation or liability of any third person to any party to this contract, nor shall any provision give any third persons any right of subrogation or action over or against any party to this contract.

The Parties hereto acknowledge and agree that:

Each Party has participated in the drafting of this Contract.

Each party is represented by legal counsel or has had the opportunity to have this document reviewed by their legal counsel and has waived such review and counsel.

The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applied to the interpretation of this Contract; and

No inference in favor of or against, any party shall be drawn from the fact that one party has drafted any portion hereof.

No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine or neuter gender in this contract. Each designation or gender shall be constructed to include the others where appropriate.

The language used in this Contract will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, statute or law shall be deemed also to refer to all rules and regulations promulgated there under, unless the context requires otherwise.

The Exhibits, Annexes, and Schedules identified in this Contract and/or attached hereto are incorporated herein by reference and made an integral part hereof.

The Parties agree to execute any amendments or other documents necessary to carry out the intent of this Contract.

This document is the entire, final and complete agreement of the parties pertaining to the subject matter of the agreement, and supersedes and replaces all prior or

NOTICE OF CANCELLATION

You may cancel this Contract without any penalty or obligation within three days from the date of the contract is signed. If you cancel, any payment made by you under this contract will be returned within fifteen days after receipt by the credit services organization of your cancellation notice. To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to:

NEW BUSINESS FUNDERS

No later than midnight _____ 2016 .
(Date 3 days from date of contract being signed)

ONLY IF YOU WISH TO CANCEL THIS TRANSACTION, sign below, otherwise leave blank.

I hereby cancel this transaction.

CUSTOMERS:

Please print name

Signature and date

Please print name

Signature and date