

Retainer Agreement

This agreement is in response to the undersigned individual (Hereby referred to as "Customer"), desire to hire Certified Credit Consultants (Hereby referred to as "Company") by signing this agreement, the Customer agrees that they read and fully agree with all terms contained in this Agreement. This agreement covers all representations made by Certified Credit Consultants and the Customer and can only be modified in writing by both parties. If the Customer has any addendums or changes, the Customer must contact us with modifications before signing this contract.

This agreement is by and between Customer Signing this agreement and Certified Credit Consultants - 4046 US Highway 70 East Goldsboro, NC 27534 - Phone: 919-751-1988 - Fax: 919-751-1753

By signing this agreement, Customer agrees that he/she has read and fully agrees with all items on this contract.

This contract for the services being detailed is considered to be entered into in the State of North Carolina and any interpretation of law is to be interpreted using our Company's resident State only, in addition to all rights provided by Federal Law that do not change as a result of this clause. The contract is also considered as being entered into and executed in North Carolina. Customer agrees that if they reside outside of our State that they understand that any State laws in their home state (if any) are being waived and our State and the Federal Law applies.

Customer agrees as follows:

- Customer has read and understands SEC 405 of the Credit Repair Organizations Act, attached to this package.
- Customer has read and understands this agreement in its entirety.

Customer agrees that if they were referred to us by a mortgage company, auto dealer or any other entity that ran their credit within 6 months prior to client contracting us that Customer gives us permission to send Customer referring entity updates on Customer account unless client specifically says not to in writing. Customer acknowledges and agrees that the referral to us by the Customer's referring entity shall not be construed as creating any duty on the part of referring entity or any other obligation charged upon such referring entity with respect to the services to be provided by us as contemplated within this agreement. The Customer hereby releases and holds harmless the Customer's referring entity against any and all claims it may have against them or it as a result of the referring entity's referral to us.

Customer authorizes Company to obtain a tri-merge credit report. Said credit report may indicate an inquiry from a mortgage company affiliated with Company. Customer agrees to pay Company a fee of \$184.00 (Individual) or a discounted fee of \$299.00 (Joint) for account Setup/Detailed consultation and a fee of \$40 per item removed or improved. The discounted fee shall only be available if joint account is selected at the time of initial sign up. Per item fee for removed or improved shall be charged after work completion and shall be due within 3 days of monthly billing. Customer authorizes Company to charge the initial Credit or Debit Card for all charges when they become due per this agreement. Customer may select Financing Option which shall authorize Company to charge credit or debit card at the rate of \$49 per month upon Company earning fees and until all fees earned are paid in full plus a finance service fee of \$49. Company shall provide a detailed statement on a monthly basis via email provided by Customer. Customer agrees to provide us with all copies of letters from credit reporting agencies within 3 days of original letter mailed by Certified Credit Consultants to credit reporting agencies, customer agrees to reimburse Certified Credit Consultants \$35 as the costs associated with obtaining a new credit report to update data in customer's file. Charges may be listed on card statement as Tarheel Housing Center, our parent company.

ACKNOWLEDGEMENT OF PROGRAM GUIDELINES

You understand that throughout the program you will from time to time receive standard form letters from the three major credit bureaus that include, but are not limited to: Letters telling you that you do not have to use a credit repair company, letters telling you that you have to send proof of identification if the credit bureaus feel you cannot be identified with the documents submitted, etc. These are standard letters and you should not be alarmed. Simply mail these letters to us along with any updated credit reports you receive from each of the three credit bureaus

You understand that the account set up fee listed in this agreement considered earned in its entirety after we perform the detailed credit consultation and also completely set-up all inaccuracies identified by you in our system to the point where all inaccuracies are listed on your client login page and completely accessible by you through our advanced web-based interface. You agreed to pay the \$184/\$299 account set up fee within 3 days of notification of completion by phone, email, or postal service.

You understand that we do not keep copies of all of the paperwork you forward to us. Due to confidentiality and security reasons, a very limited amount of information is kept in your physical file. All other paperwork is shredded. It is your responsibility to keep copies of any paperwork that you may want to reference at a later date.

Customer Initials

You understand that you should not send original court documents or collection notices to us. Only send copies of documents that will support your case. (i.e. proof of payment, court dismissal documents, etc.). We are not acting as your legal guardian in any way and it is your responsibility to seek outside legal assistance if the need ever arises for an Attorney needed to protect your rights.

EXPECTATIONS and OVERVIEW

FROM CERTIFIED CREDIT CONSULTANTS

 A Complete and thorough FREE initial consultation to determine the viability of improving your credit score and feasibility of retaining our services. We decline clients if we determine it is not financially feasible for the customer to retain our company.
A Complete and thorough review of your credit file to determine the best course of action to achieve the best result in increasing your credit scores.

3. Input your information into our exclusive credit repair software program and completely setting up your personalized account within 3 business days.

4. Notifying you of any missing or needed documents to provide to creditor or bureaus within 3 business days of our determining a need for such documentation.

5. Creating our personalize letters to dispute accounts outlined in our plan of action within 3 business days of receipt of all documentation requested from you.

6. Provide you with a log-in name and password which will allow you to check the progress on you file anytime 24/7.

7. Provide and statement for services accrued in preceding 30 days.

FROM CLIENT/CLIENTS

1. Provide us with a copy of:

- 1. Social Security Card, W-2, Paystub, or 1040 tax form proving SSS number.
- **2. Drivers License**

3. Copy of a current utility bill showing current address.

2. You may accept this agreement by: 1. Accepting the terms by clicking SUBMIT BUTTON on Website. 2. Printing entire agreement and sign and date all pages of the New Client Packet and return to Certified Credit Consultants to the address above. Or 3. Digitally signing this agreement through your account once we have setup your online account.

3. Provide us with any and all documents requested by us to proceed in disputing information on your credit report.

4. Sign all dispute letters, hand address all envelopes, and mail letters through you local post office.

5. Provide us with copies of all letters received by you from any creditor, credit bureau, or any other source concerning your accounts within 2 business days.

6. Payment for work completed in preceding 30 days. We will compute charges for items deleted, removed, or positively updated in the preceding 30 days. This may be done my credit card, debit card, check, or money order. All statements are due upon receipt and past due 3 days after date of statement. Be sure to pay in a timely manner.

In order to begin the process of improving your credit rating, please send us the following via fax, e-mail, or standard postal delivery.

Information needed for the Credit Bureaus:

• Proof of current mailing address. This can be a utility bill with your name and current address, or a government issued ID, if it states your current mailing address. PO BOXES are acceptable.

• Proof of Social Security. Either a copy of your Social Security Card, a W-2 form, a pay stub, or a 1040 tax form that indicates your Social Security number.

Information needed by our company:

• Your initial account setup Fee includes a Credit Report from all three bureaus.

• Acknowledgement of payment due to Certified Credit Consultants of \$184.00 (individual) or \$299 (joint) immediately upon completion of account setup.

• Executed Power of Attorney in the event required by Creditor to discuss account. This is a limited Power of Attorney specifically designed to authorize the Company to negotiate more favorable terms with Creditor.

Remember: 1. Do not send anything or talk to your Creditors while we are working on your file, unless instructed otherwise. 2. Mail ALL correspondence from Creditors and the Credit Bureaus to us when you receive it in the mail. You will receive updated credit reports and other types of correspondence from the credit bureaus usually every 4 to 6 weeks over the next 4 to 6 months.

Keeping up with the Status of Your Account

Updates to your file are available 24/7 by logging in at <u>www.Certified-Credit-Consultants.com</u>.

- You will be provided with a log-in username and password.
- If you have any questions, please contact us at the information below

Certified Credit Consultants - 4046 US Highway 70 East Goldsboro, NC 27534 Phone: 919-751-1988 - Fax: 919-751-1753 - Email: <u>Info@CertifiedCreditConsultants.net</u> Website: <u>www.Certified-Credit-Consultants.com</u>

Customer Initials_____

Important: Correspondence with Credit Bureaus

• You will receive updated credit reports from the three Credit Bureaus every 15 to 45 days. Any correspondence from Trans Union, Experian or Equifax must be sent to the following address with-in three (3) days of receipt. If you do not receive these updates, it is If you do not receive these updates, it is your responsibility to contact us and tell us you haven't received it. Our Mailing Address is: your responsibility to contact us and tell us you haven't received it.

Certified Credit Consultants PO Box 10005 Goldsboro, NC 27534

PLEASE MAKE SURE TO MAKE A COPY FOR YOUR RECORDS. WE SHRED ALL CREDIT CORRESPONDENCE ONCE WE ARE FINISHED WITH IT IN ORDER TO PROTECT YOUR PRIVACY. WE TAKE YOUR PRIVACY AND PROTECTION OF YOUR IDENTITY VERY SERIOUS

Correspondence with Creditors

• Do not talk to creditors unless you consult with us and intend to pay your balances owed in full.

• The Customer understands that our company will appeal all negative items not noted specifically to Company as being correct and verifiable. Please inform us of items NOT to be disputed that are 100% accurate and verifiable under the F.C.R.A. We will not set these items up in the system nor dispute them at any time in the future.

I/We acknowledge receipt of Notice of Cancellation which is hereby attached to this agreement.

As required by North Carolina law, this credit repair business has secured a bond by **Selective Insurance Company of America**, **40 Wantage Ave., Branchville, NJ 07890**, a surety authorized to do business in this State. Before signing a contract with this business, you should check with the surety company to determine the bond's current status.

CREDIT REPAIR ORGANIZATIONS ACT SEC. 405. DISCLOSURES.

(a) Disclosure Required.--Any credit repair organization shall provide any consumer with the following written statement before any contract or agreement between the consumer and the credit repair organization is executed: 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, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to 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 reinvestigate 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.

(Date) ______ Customer's Signature Customer's Printed Name (Date) ______ Co-Customer's Signature Co-Customer's Printed Name

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THIS FORM IS PROVIDED PER REQUIRMENT OF LAW AND SHOULD ONLY BE SIGNED IN THE EVENT OF CANCELLATION OF TRANSACTION WITHIN THE 3 DAY CANCELLATION PERIOD.

RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THE CONTRACT IS SIGNED. IF YOU CANCEL, ANY PAYMENT MADE BY YOU UNDER THIS CONTRACT WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER 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: Certified Credit Consultants, 4046 US Highway 70 East, Goldsboro, NC 27534 on or before midnight on (date) ______.

Ι	hereby cancel t	his transaction,
(Date)	

(Date) _____

Customer's Signature

Customer's Printed Name

COPY OF RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

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I hereby cancel this transaction,

(Date) _____

Customer's Signature

Customer's Printed Name