



Welcome to 1ST Rate Financial's Credit Restoration Service. Enclosed you will find the Client Term Agreement for your services with us. We have begun setting up your file and are excited to see you on your way to a stronger credit profile. Please print and sign the Client Term Agreement and the Authorization for Recurring Direct Pay

Please remember to:

- Initial All Disclosures (Section 16) on pages 4 and 5 of the Client Term Agreement;
- Sign where indicated on page 6 of the Client Term Agreement;
- Verify and fill in the blanks on page 9 of the Client Term Agreement and sign where indicated;
- NO CASH PAYMENTS WILL EVER BE ACCEPTED (Including Enrollment)**
- Please fill out and sign the attached AUTHORIZATION FOR DIRECT PAY document and **Include a voided check**

IMPORTANT

- Please see attached form for checklist of additional documents needed to get started.**

Once completed, please return ALL PAGES to our Enrollment Department by fax at 561-288-3458.

Attn: 1st Rate Financial-Credit Restoration Service- Enrollment Dept.

As always, if you have any questions or concerns, please do not hesitate to contact us.
Sincerely,

**Stephen Leifer-Pres.
1st Rate Financial
866-403-0248**



CLIENT TERM AGREEMENT

This CLIENT TERM AGREEMENT ("Agreement") is made and effective on _____ and between 1st Rate Financial ("Company") and _____ (and) _____ ("Clients").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.**

As used herein, the following terms shall have the meanings set forth below:

A. "Products" shall mean the following of Company's products to be sold by Company:
1st Rate Financial

2. **Terms and Conditions**

The specific services, guarantees, payment terms, and total cost are set forth in the client disclosure statement incorporated herein for all purposes.

3. **Conflict of Interest.**

Client warrants to Company that it does not currently represent or promote any lines or products that compete with the Company's Products.

4. **Indemnification.**

A. Indemnification by Client. Client shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Client.

B. Indemnification by Company. Client shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of failure of Company to provide reasonable credit score increase within the allotted term.

C. Indemnification by Company. Company shall indemnify and hold Client free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Company.

5. **Product Availability.**

Under no circumstances shall Company be responsible to Client or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, war, civil disturbance, vendor problems or any cause beyond Company's reasonable control.

6. **Affiliate Service Provider.**

1st Rate Financial may offer its credit restoration services through a credit services processor or affiliate to best serve you.

7. **Term and Termination.**

A. Term. This Agreement shall continue as outlined in "Exhibit A" unless terminated by company as provided herein. Thereafter, this Agreement shall continue until terminated by conditions provided within this agreement.

B. Termination for Cause. If either party default in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.



8. Limitation on Liability.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company.

9. Confidentiality.

Client acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, clients, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Client agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Company shall advise Client whether or not it considers any particular information or materials to be confidential.

Company warrants that it shall not provide any personal and/or private information regarding Client to any third party without Client's express written consent.

10. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Florida.

11. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties.

12. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by Certified mail, postage prepaid, return receipt requested, e-mail, fax, or by recognized overnight delivery service: if to Company, at its principal place of business or if to Client, at the address listed on the attached Client Information Sheet.

13. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

14. Legal Expenses.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.



16. Client Obligations & Agreement. (Please initial next to each disclosure.)

- A. ___/___ Client will return, along with signed agreement, a copy of their driver's license, two (2) proofs of social security card, and two (2) proofs of correct address ie. a recent Utility bill showing the correct address (cell phone bill, gas bill, electric bill, etc..). See checklist attached).
- B. ___/___ Client agrees to assist Company in obtaining initial credit reports, with scores, from all three credit bureaus (Equifax, Experian and Trans Union) and understands that Company cannot proceed with credit bureaus until credit reports are received however client shall receive a full term of service from the date the initial credit reports are received.
- C. ___/___ Client agrees to maintain on time monthly payments of their current credit obligations (i.e. – car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to the progress and improvements made **by 1st Rate** and will forfeit any guarantees. Also the addition of any new negative item to the credit file shall void any and all guarantees, and shall not be included as not be part of original agreement.
- D. ___/___ Client agrees to contact 1st Rate's credit support department on any questions regarding their credit INCLUDING credit inquiries or questions regarding applying for consumer credit.
- E. ___/___ If Client was referred to 1st Rate Financial by one of our referral partners, Client hereby expressly consents to 1st Rate's, sharing data concerning the progress of the credit restoration process with the aforementioned referral partner.
- F. ___/___ Client agrees to payment terms and conditions as chosen in Exhibit A which is incorporated into this agreement.
- G. ___/___ Client also agrees to forward all mail received regarding his or her individual credit file to 1st Rate as soon as said information is received from any of the three credit bureaus, Equifax (CSC Credit services for TX residents), Experian, and Trans Union or collection agencies.
- H. ___/___ Company guarantee shall be understood as the following: 1st Rate Financial shall guarantee the satisfaction of all its clients. Any client unhappy with their results can request a refund according to the 1st Rate Financial money back guarantee policy in section 16. K. *Guarantee valid only for programs with five (5) or more negative accounts.
- I. ___/___ If Client fails to complete the payment schedule if applicable, any and all refunds are forfeited. Guarantee shall be considered satisfied if client fails to request a refund within 60 days of contract completion.
- J. ___/___ Client understands this is a binding agreement and failure to make the arranged monthly payments if applicable, can result in negative activity on Client's credit file.



K. /___ Furthermore, client agrees to money back guarantee policy, which is based on the following formula:

For Clients with late pays, charge offs and collection accounts:

1) Each deleted item from clients credit file will be assessed a \$150 value in which the amount of items deleted will be subtracted from the total paid to determine the refund portion 2) Example: if there are 4 items deleted from the credit file the total value will be \$600, if the client has paid \$782 then the client would be due a refund of \$182 3) Example: If there are 14 items deleted from the credit file the total value will be \$2,100, if the client has already paid \$782 then there would be no refund due since the value of the deleted items is more than what the Client has paid.

For Clients with derogatory items such as:

1) Tax Liens 2) Bankruptcy 3) Foreclosure and 4) Settlements, the money back guarantee will be based on a reasonable assessed value basis to the Client of \$500 per item.

L. /___ Upon completion of agreement (twelve (12) months) and upon request of client 1st Rate will assess the eligibility of client for refund as set forth in the terms of section 12 of contract. Clients eligible for a full refund will be given the option of renewing service for a term equal to the original term in lieu of refund. If Client chooses to renew, the renewal option shall not exceed 1 term and is limited to one renewal option. Upon completion of renewal terms, contract will be considered satisfied by both Company and Client and no refunds will henceforth be issued.

M. /___ Contract is for 12 months of service from the start date of the agreement .
Either party may cancel this at any time with 30 days written notice. Notice shall not be considered received unless confirmation of receipt has been received by all parties.

N. ___j___ **You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client By:

Client's Printed Name

Client's Signature



Client's Printed Name

Client's Signature

By: Credit Consultant

By: Stephen C. Leifer

Stephen C. Leifer

1st Rate Financial

Printed Name

Signature



TO: 1st Rate Financial
PO Box 880093
Boca Raton Fl. 33488-0093
Fax 561-852-4915

NOTICE OF RIGHT TO CANCEL

You may cancel this contract, without penalty or obligation, within three (3) days after the date your enrollment payment is received.

If you cancel, any payment made by you under the contract will be returned within three (3) business days after the date of receipt by the seller of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to 1st Rate Financial at above address, not later than midnight of the 3rd day after your enrollment payment is received.

I hereby cancel this transaction:

Date: _____

By: _____

Client Printed Name

Client Signature

By: _____

Client Printed Name

Client Signature

By: _____

Client Printed Name

Client Signature

By: _____

Client Printed Name

Client Signature

*** ONLY SIGN AND RETURN IF YOU INTEND ON
CANCELLING SERVICE ***



TO: 1st Rate Financial
PO Box 880093
Boca Raton, FL 33488
Ph-866-403-0248
Fax- 561-852-4915

NOTICE OF RIGHT TO CANCEL

You may cancel this contract, without penalty or obligation, within Three (3) days after the date your enrollment payment is received.

If you cancel, any payment made by you under the contract will be returned within three (3) business days after the date of receipt by the seller of your cancellation notice.

To cancel this contract, mail, fax, or deliver a signed dated copy of this cancellation notice or other written notice, to 1st Rate Financial at above address, not later than midnight of the 3rd day after your enrollment payment is received.

I hereby cancel this transaction:

Date:

By:

Client Printed Name

Client Signature

By:

Client Printed Name

Client Signature

ONLY SIGN AND RETURN IF YOU INTEND ON CANCELLING SERVICE



Name (include middle initial and suffix)			DOB	Social Security#
Home Phone	Cell Phone	Work Phone	Email Address	
Name (include middle initial and suffix)			DOB	Social Security #
Home Phone	Cell Phone	Work Phone	Email Address	
Current Mailing Address			Current Physical Address (if different from mailing address)	
<p><i>I have given accurate information above and I give authorized representatives consent to review and obtain or assist to obtaining my personal credit report from any available means including Equifax, Trans Union, and Experian, or any third party provider for the purpose of assessing, analyzing and or assisting in the restoration, advising and/or repair of my credit..</i></p>				
Signature			Date	
Signature			Date	



DISCLOSURE STATEMENT

1. 1st Rate Financial shall, upon initiation of agreement, provide prompt assistance to client in obtaining credit records for the client from all three credit reporting agencies Equifax (CSC for Texas Residents), Experian, and Trans Union.
2. 1st Rate Financial shall also, within the course of 3 to 7 business days of receipt of agreement, set up clients with their online private client site which will allow them to check progress throughout their maintenance agreement.
3. Also within 10 business days of enrollment into 1st Rate Financial 's credit restoration service the client shall be contacted by 1st Rate Financial in order to go over processes during the term of service with 1st Rate Financial .
4. 1st Rate Financial shall also furnish credit education materials to our clients via our website and Blog periodically for client review. Client will be notified by e-mail within 7 business days from initiation that their account information is ready for client review and comment.
5. 1st Rate Financial shall assist client in determining the action to take with each account in regards to that clients file. 1st Rate Financial is available to review each account on the client's personal credit file by calling the customer service numbers provided upon enrollment.
6. 1st Rate Financial will also provide credit education materials to the client's email address and to those clients without e-mail address via US Postal Service. All new clients will also receive a credit education and welcome packet via e-mail or US Postal Service within 10-15 business days from initiation.
7. 1st Rate Financial shall prepare challenges for items appearing on the customer's credit reports which the customer indicates are inaccurate, incomplete, obsolete, or unverified as per the Fair Credit Reporting Act.
8. 1st Rate Financial will submit transmittals of challenges, within 3 to 7 business days but not to exceed 10 business days, of receipt of credit information and executed disclosure and agreement from customer.
9. Each consecutive month of service, upon receipt of responses received by Client or notification of non-receipt of responses by Client, 1st Rate Financial shall prepare all follow-up challenges, as per the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Fair and Accurate Transactions Act and Fair Credit Billing Act and transmittal of the same.
10. Follow-up services will be fully performed by 1st Rate Financial every 45 days not to exceed every 60 days.
11. Every month the client shall forward **original documents** received by Client from the 3 credit bureaus, Equifax (CSC Credit Services for TX residents), Experian, & Trans Union, by mailing to 1st Rate Financial in a timely manner. It is important to forward the materials received from the credit bureaus so the client's private client site can be updated expeditiously and for new disputes to be processed in a timely manner.
12. All items resolved will also be posted to the client's private client site, which can be accessed 24/7online.



13. 1st Rate Financial shall also provide a client services liaison for assistance in answering questions regarding client's accounts from Monday through Thursday 9:30am to 5:30pm eastern standard time and until 3 Pm on Friday.
14. 1st Rate Financial agrees only to challenge items under the above acts and as legally available.
15. Company guarantee and refund policy shall be understood as the following: To any client that maintains 12 consecutive months of maintenance service and has at least five (5) negative accounts, 1st Rate Financial shall guarantee their satisfaction of service:

- i. Should client believe they have not received valuable service, in consideration of refund, all accounts will be evaluated on a per record itemization. For Clients with late pays, charge offs and collection accounts:

- 1) Each deleted item from clients credit file will be assessed a \$150 value in which the amount of items deleted will be subtracted from the total paid to determine the refund portion
 - 2) Example: if there are 4 items deleted from the credit file the total value will be \$600, if the client has paid \$1500 then the client would be due a refund of \$900
 - 3) Example: If there are 14 items deleted from the credit file the total value will be \$2,100, if the client has already paid \$1500 then there would be no refund due since the value of the deleted items is more than what the client has paid.

For Clients with derogatory items such as:

- 1)Tax Liens 2) Bankruptcy 3) Foreclosure 4) Settlements and 5) Judgments, the money back guarantee will be based on a reasonable assessed value basis to the Client of \$500 per item.

- ii. Failure to maintain consistent monthly payments if applicable and **any** addition of negative items to the credit file VOIDS any and all guarantees. If the client misses a payment if applicable, or has a payment returned for NSF or any other reason this will VOID any and all guarantees. Should any new negative information be added to the client's credit file during the term of the agreement this will VOID any and all guarantees.

16. If the client fails to complete the payment schedule if applicable, any and all refunds are forfeited. The addition of any new negative information shall also void any and all money back guarantees. This is a binding agreement and should service be cancelled after the initial 3 day right of rescission (see attached notice) a cancellation fee of up to \$150 can apply to client's account to cover processing fees, set up fees, handling fees, and regulatory fees incurred on client's account. Failure to make the arranged monthly payments can result in negative activity on client's credit file.
17. Upon completion of agreement, clients will be notified if they are eligible or ineligible for a refund as set forth by the terms of section 12 of contract. Clients eligible for a full refund will be given the option of renewing service for 1 additional term in lieu of refund. Renewal option shall not exceed 1 term and is limited to one renewal option. Upon completion of renewal term, contract will be considered satisfied by both Company and Client, and no refunds will be issued.



- 18. 1st Rate Financial makes no other guarantees aside from the guarantees expressly written within this disclosure. No oral agreement or other agreement shall override this agreement unless received in writing and signed by an authorized 1st Rate Financial officer.
- 19. Attached hereto in Exhibit A, is the payment plan accepted by Client and incorporated herein for all purposes.

It is agreed that this Disclosure Statement has been signed prior to the execution of the Contractual Agreement between the parties.

Said disclosure statement received by the undersigned consumer on the ____ day of _____, 201_.

By Client: _____

Printed Name: _____

By Client: _____

Printed Name:

Notice of right to cancel: You may cancel this contract, without penalty or obligation, within Three (3) days after the date your enrollment payment is received.



EXHIBIT B SEC. 405. DISCLOSURES

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, 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'

(b) Separate Statement Requirement.--The written statement required under this section shall be provided as a document which is separate from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer.

(c) Retention of Compliance Records.--

(1) In general.--The credit repair organization shall maintain a copy of the statement signed by the consumer acknowledging receipt of the statement.

(2) Maintenance for 2 years.--The copy of any consumer's statement shall be maintained in the organization's files for 2 years after the date on which the statement is signed by the consumer.



EXHIBIT A

Attached hereto is exhibit A which is incorporated herein and executed into this agreement

1st Rate Financial requires all clients to sign an "Acceptance of Service" acknowledgement. By signing this form you are agreeing to the terms and conditions of service set forth in this agreement and to the terms and conditions of payment. Failure to comply with the terms set forth in this agreement can result in immediate termination of our agreement and you will forfeit any monies paid. It is 1st Rate Financial's intention to service you for the term of service, however should you cease payment under the terms of the agreement we will stop service until payment can be rendered. 1st Rate Financial, also reserves the right to collect any monies not yet paid under the terms of our agreement. You also agree that any remaining payments will be applied in accordance with our agreement, regardless of your default.

Complete Maintenance Program –

\$297 (upon completion of first service) – See Exhibit C for itemization of items included in first service payment

\$497 (upon completion of first service) –Couples Price- See Exhibit C for itemization of items included in first service payment

monthly service price- consists of monthly installments of \$97 per month, per person. The term of service is twelve months. All monthly installments for monthly service will be due and payable on the monthly anniversary of enrollment.

I fully understand my responsibility to this program and agree to the above terms, and I acknowledge that all my questions have been answered. I also Acknowledge and agree to the total costs of these services. Please accept my payment in the form of D Draft/Check.

		2400
		91-548/1221
PAY TO THE ORDER OF _____		\$ _____
		DOLLARS
FOR _____		
⑆ 222 ⑆ 05278 ⑆	672430 ⑆ 068 ⑆	2400 ⑆
Routing Number	Account Number	Check Number

Checking Account #: _____ Routing#

Bank Name:

Signature: _____ Date:

Printed Name:



Recurring Payment: \$97 per month per person

Day of Month for Recurring Charges -anniversary of enrollment

This authorization is to remain in full force and effect for this transaction only, or until such time that my indebtedness to 1st Rate Financial for the amount listed above is fully satisfied. The specific debit to my account authorized herein may only post on or after the EFFECTIVE DATE listed above, and in no event may the debit transaction post to my account prior to said date.

I may only revoke this authorization by contacting 1st Rate Financial directly at the address and phone number listed above, and only in the case that I cancel the service provided to me by 1st Rate Financial prior to term end of agreement, thereby waiving all rights to a refund or extension of service.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____



EXHIBIT C

Attached hereto is exhibit B which is incorporated herein and executed into this agreement **Enrollment Fee & Monthly Fee**

As stated in the agreement, a specified enrollment fee is charged on all new contracts. The following items are part of but not considered to be a complete list of the items included as part of the enrollment fee:

1. Create a unique, secure client web portal for online access
2. Assist client in obtaining copy of credit report if needed
3. Analyze and review Client's credit report
- 4 Enter data from Client's credit report into internal database
5. Enter data from Client's credit report into secure client web portal
6. Analyze and review Client's fiscal literacy and budget needs
7. Provide client with "Budget Planning Tools" including:
 - i. Budget workbook
 - ii. Family finance planner
 - iii. Budget tools
 - iv. Budget calculators
 - v. Loan repayment calculators
 - vi. Compounding savings calculators
8. Enter Client's information into secure web portal for tracking purposes
9. Perform opt-out to reduce junk mail
10. Add all telephone numbers to "Do Not Call" list
11. Standard setup Procedure includes:
12. Processing Request for "Do not Call" list for client
13. Processing Request to eliminate erroneous and outdated technical Data on credit reports; including but not limited to: Addresses, Date of Births, Social Security Numbers, First Names, Last Names, Employment Data etc.
14. Processing Request to Opt Out of Prescreened offers
15. Processing of Company Specific Documents and/or files

The Following items are examples of the actions, and or products that define our monthly services; our monthly fees are only collected upon completion of one or more items as indicated below which would define our "Services"

1. Analysis and review of client file status
2. Update client secure interactive web portal with most recent updates and or notes
3. Receiving and processing Manual Updates
4. Respond to, Receive and or initiating correspondence via telephone



5. Respond to, Receive and or initiating correspondence via e-mail
6. Respond to, Receive and or initiating correspondence via Fascimile
7. Respond to, Receive and or initiating correspondence via Physical Mail
ie: USPS, FEDEX, UPS etc
8. Review clients credit report updates to determine next step
9. Create strategic plan to assist clients in meeting their goals
10. Create Dispute letters
11. Assist with Budget questions
12. Assist with credit questions
13. Provide ongoing credit education
14. Provide ongoing budget advice and counseling

Signature: _____ Date:

Printed Name: _____

Signature: _____ Date:

Printed Name: