



Direct Affiliate Agreement

This Direct Agreement ("Agreement") by and between Loan Rescue Programs ("LRP") located at 1221 Flower Mound Rd Ste 320-177 Flower Mound, TX 75028 and _____ ("Affiliate") residing at _____ is entered into on this date of _____, 2009 ("Effective Date").

WHEREAS, LRP provides loan modification services and desires to appoint an Direct Affiliate to act as an independent contractor for the purpose of finding qualified leads and following the processes and procedures setup for an Affiliate.

WHEREAS, the Direct Affiliate has access to customers that have a need for LRP and desires to be an authorized Direct Affiliate for LRP.

This Agreement describes the terms and conditions for participation in the LRP Direct Affiliate Program. The terms "you" and "your" are referring to you, the Direct Affiliate. "We" and "our" refer to Loan Rescue Programs.

LRP and Affiliate are independent parties and this Agreement will not form any partnership.

AGREEMENT DURATION

This Agreement will begin upon our acceptance of your Direct Affiliate application and will end when terminated by either party. Termination may happen at any time, with or without cause, by giving the other party notice of termination via email.

MODIFICATION

By posting a Change Notice or a new Agreement on our website, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but are not limited to changes in the scope of available Direct fees, fee schedules, payment procedures, policies and Program rules. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. If you continue participation in the program following the posting of a Change Notice or new Agreement, it will be considered as your acceptance of the change.

COMMISSION FEES

Commission is defined as percentage you receive from the net profit remaining from a completed sale after your processing fee of \$1,500.00 is deducted from the total modification charge. Your commission is determined by your broker commission level. The broker commission levels are as follows:

In Training: As a new Affiliate Broker you will be assigned a trainer to help you properly complete your first 3 accepted loan modifications. This includes talking to your client, collecting and completing all necessary and required documents, submitting your file on the broker site and navigating the broker site. The commission on your first 3 accepted loan modifications is 60% of the net company profit on that file.

Level I: You will be promoted to Level I Affiliate after completing 3 accepted modification files. At Level I your commission on an accepted file is 70% of the net profit on a per file basis.

Level II: You will be promoted to Level II Affiliate after completing 10 accepted modification files. Level II commission is 80% of the net profit on a per file basis.

Level III: You will be promoted to Level III Affiliate after completing 20 accepted modification files. Level III your commission is 90% of the net profit on a per file basis.

Level IV: You will be promoted to Level IV Affiliate after completing 30 accepted modification files. Level IV your commission is 100% of the net profit on a per file basis.

Direct Affiliate Levels

<i>Broker Level</i>	<i>Processing Fee</i>	<i>Accepted Applications</i>	<i>Commission Split</i>
In Training	\$1,500.00	First 3	60% Broker / 40% LRP
I	\$1,500.00	4-10	70% Broker / 30% LRP
II	\$1,500.00	11-20	80% Broker / 20% LRP
III	\$1,500.00	21-30	90% Broker / 5% LRP
IV	\$1,500.00	31+	100% to the Broker

New Broker in Training Commission Examples

<i>Broker Level</i>	<i>Customer Price</i>	<i>Processing Fee</i>	<i>Trainer Fee</i>	<i>Net Profit</i>	<i>Split</i>	<i>Broker Commission</i>
In Training	\$3,000.00	\$1,500.00	\$200.00	\$1,300.00	60%	\$780.00
In Training	\$3,500.00	\$1,500.00	\$200.00	\$1,800.00	60%	\$1,080.00

Broker Level I, II and III Commission Examples

Broker Level	Customer Price	Processing Fee	Net Profit	Split	Broker Commission
I	\$3,000.00	\$1,500.00	\$1,500.00	70%	\$1,050.00
II	\$3,000.00	\$1,500.00	\$1,500.00	80%	\$1,200.00
III	\$3,000.00	\$1,500.00	\$1,500.00	90%	\$1,350.00
IV	\$3,000.00	\$1,500.00	\$1,500.00	100%	\$1,500.00

You will receive commission for each qualified customer who signs up for one of our loan modification services and pays the total fee as a result of your efforts in finding and qualifying the referral.

For a Direct Affiliate to generate a commission, the customer must complete and turn in all of the required paperwork and remit their payment in full to LRP for the service(s) requested.

PAYMENT SCHEDULE

All commissions on qualified sales are paid 30 days in arrears. Checks are cut and mailed out the 1st and 15th of every month. (Example: If your sale is submitted and accepted for processing 05/25, then your commission check is cut 07/01 - NO EXCEPTIONS). The commission is dispersed as follows. You will receive a 50% advancement upfront and the remaining 50% will be paid once the modification has been completed.

****IMPORTANT NOTICE**** Clients now have the option to pay the loan modification fee in two installment payments over a 30 day period or pay all at once as normal. Should the client choose to pay in two installments, your commission check will be cut the following pay period once the second installment payment has been made.

Any returned checks, charge-backs, or refunds will be adjusted in the following commission payment. In the event no commission payment is due within a four-week period, we reserve the right to invoice you for the amount due.

ABOUT LIABILITY

We will not be liable for indirect, special, or consequential damages or any loss of revenue, profits, or data arising in connection with the Agreement, even if we have been advised of the possibility of such damages. Furthermore, our aggregate liability arising with respect to this Agreement and will not exceed the total commissions paid or payable to you under this Agreement.

ORDER PROCESSING

LRP will be solely responsible for processing any consumer loan modification orders or other consumer services placed by a customer through an Independent Mortgage Consultant. Customers who purchase services through the Direct Program will be deemed to be customers of Loan Rescue Programs. Prices and availability of our services may vary from time to time. LRP policies will always determine the price paid by the customer. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. CONFIDENTIAL INFORMATION

“Confidential Information” means nonpublic information that disclosing party (“Disclosing Party”) designates as being confidential or which, under the circumstances surrounding disclosure the receiving party (“Receiving Party”) should know is treated as confidential by the Disclosing Party. Confidential Information includes, without limitation, non-public information relating to released or unreleased Disclosing Party software products, the marketing or promotion of any Disclosing Party product, Disclosing Party’s business policies or practices, financial information, technical information, computer systems, infrastructure designs, data, analysis, compilations, studies or other documentation and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party, its related entities and/or agents is covered by this Agreement. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without access to the Disclosing Party’s information.

2. OBLIGATION OF NON DISCLOSURE

Receiving Party shall not use or disclose any Confidential Information to third parties for two (2) years following the date of its disclosure by Disclosing Party, except as provided for by this Agreement or in accordance with judicial or other governmental order (provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent). Receiving Party shall safeguard the Confidential Information. Receiving Party agrees to

segregate all such Confidential Information from the confidential information of others in order to prevent commingling. Receiving Party may disclose Confidential Information is given to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with such employees and consultants sufficient to require them to comply with all the provisions of this Agreement during and after the term of their employment or engagement. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party. The Receiving Party may use the Confidential Information only for the purpose of evaluating entering into a particular transaction or agreement that is currently being discussed by the parties.

3. NOTICE OF DISCLOSURE

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use. At the Disclosing Party's request, the Receiving Party will use its best efforts to enforce the confidentiality obligations of this Agreement against its employees and contractors during and after the term of their employment or engagement.

4. RETURN OF INFORMATION

Upon the request of the Disclosing Party, Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

5. INJUNCTIVE RELIEF

Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) as may be deemed proper by a court.

6. INSPECTION

Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

7. MISCELLANEOUS

All Confidential Information is and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information. (b) If either party provides pre-release software as Confidential Information under this Agreement, such prerelease software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Receiving Party's use of such prerelease software. (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. (d) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of Texas and both parties further consent to jurisdiction by the state and federal courts sitting in Texas.(e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior approval.

8. NON CIRCUMVENTION

- (a) Non-Solicitation. For a period of three (3) years from the date provided below, the Parties, including any affiliates, subsidiaries, partners, and agents thereof, shall not solicit business or contracts from sources not their own which have been made available to the Parties through this Agreement, without the express permission of the party who made the original introduction.

- (b) The Parties, including any affiliates, subsidiaries, partners, and agents thereof, shall not circumvent or attempt to circumvent the other party. This agreement not to circumvent includes, but is not limited to: (i) an agreement not to attempt to work outside of the other party for the purpose of obtaining a similar contract with a third party that the Parties would have obtained in connection with this Agreement or any other agreement between the Parties; and (ii) an agreement not to provide information made available pursuant to this Agreement to any other person for the same purpose of working outside of the other party for the purpose of obtaining a similar contract with a third party that the Parties would have obtained in connection with this Agreement or any other agreement between the Parties.

- (c) Remedies. In the event that either party is in violation of this Agreement, the non-violating party shall be entitled to monetary compensation, equal to three (3) times the maximum earnings the non-violating party would have realized from an agreement with the third party had the other party not violated this Agreement, plus expenses, including, but not limited to legal expenses that may later be incurred while attempting to recover such lost revenue.

INDEPENDENT CONTRACTOR

The parties agree that LRP is an independent contractor in the performance of the Services. The Direct Affiliate is an independent contractor and exercises its independent judgment in the performance of this Agreement. The Affiliate shall take no deductions from any compensation paid to LRP for taxes or related payroll deductions, and LRP agrees to file all such forms and pay all such taxes as may be required by virtue of LOAN RESCUE PROGRAMS' status as an independent contractor. Nothing herein or in the performance hereof shall imply a joint venture, principal and agent, employment or franchise relationship between the parties. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

LIMIT OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, LRP SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LOAN RESCUE PROGRAMS' LIABILITY HEREUNDER EXCEED THE TOTAL COMPENSATION PAID TO LRP BY THE AFFILIATE FOR THE SERVICES FOR WHICH SUCH LIABILITY OR DAMAGES ARE ASSERTED.

ATTORNEY-IN-FACT

Affiliate hereby constitutes and appoints LRP for the term hereof as its true and lawful attorney in fact to collect in the name of Affiliate and on its behalf all charges or fees resulting from or relating to the Affiliate's provision of services to Affiliate's customers for which LRP is providing Services under this Agreement.

MISCELLANEOUS

Governing Law: Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof. THE SOLE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER OF THE AGREEMENT SHALL BE MCKINNEY, TEXAS AND BOTH PARTIES HEREBY CONSENT TO SUCH JURISDICTION AND VENUE AND WAIVE ALL

OBJECTIONS THERETO. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or excluded from this Agreement to the minimum extent required, and the balance of the Agreement shall be interpreted as if such provision was so limited or excluded and shall be enforceable in accordance with its terms.

Compliance with Law: Each of the parties hereto shall comply with all applicable federal and state laws, regulations, judicial actions, government orders and requests, as now or as may become effective during the term of this Agreement.

Assignment: Except as provided in Section 1c., neither party shall assign its rights and obligations hereunder, or any portion thereof without the prior written consent of the other party.

Entire Agreement/Modifications/Waivers: This Agreement (together with all attached exhibits) contains the entire understanding of the parties regarding its subject matter. This Agreement may only be modified by a subsequent written agreement executed by authorized representatives of both parties. No waiver of any provision of this Agreement shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Notices: All notices required or given under this Agreement shall be addressed to the parties at the addresses set forth on the signature page of this Agreement (or such other address as may be provided by written notice in accordance with this Section 9e.) and shall be deemed given upon receipt (or, if not received sooner, three (3) days after deposit in the U.S. mail) when delivered by registered mail, postage prepaid, return receipt requested, by facsimile (with a confirmation copy sent by registered mail) or by commercial overnight delivery service with tracking capabilities.

Remedies: The remedies under this Agreement are cumulative and shall not exclude any other remedy to which any person may be entitled lawfully.

Parties in Interest: Nothing in this Agreement shall (a) confer any right or remedy under or by reason of this Agreement on any person or entity other than the parties to this Agreement and their respective permitted successors and assigns, (b) relieve or discharge the obligation or liability of any third person to any party to this Agreement or (c) give any third person any right of subrogation or action over or against any party to this Agreement.

Survival: The provisions of this Agreement that may be reasonably interpreted as surviving its termination, including the applicable provisions of Sections 2-5 and 7, shall continue in effect after termination of this Agreement. LRP is entitled to communicate LRP obligations under this Agreement to any future client or potential client of Loan

Rescue Programs.

Counterpart: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Right to Act in Compliance with Law: Notwithstanding anything to the contrary in this Agreement, the obligations of LRP pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and LRP may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of Loan Rescue Programs.

NON-COMPETE AGREEMENT

For good consideration and as an inducement for LRP to approve the Direct Affiliate, the Affiliate hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of 2 years following termination of employment and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that the undersigned shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of LRP or such other business activity in which LRP may substantially engage during the agreement duration.

This non-compete agreement shall extend for the entire continental United States and shall be in full force and effect for 2 years, commencing with the date of employment termination. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

DISCLAIMER

We make no express or implied warranties or representations with respect to the Direct Program or your potential to earn income from the LRP Direct Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

This Agreement will be governed by the laws of the United States and the State of Texas, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal or State courts located in Dallas, TX, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject

to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

By signing up to be a Direct Affiliate, you acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

FOR: LOAN RESCUE PROGRAMS: ("LOAN RESCUE PROGRAMS")

Name: _____

Title: _____

Signature: _____

Date: __/__/____

FOR: _____: ("Affiliate")

Address: _____

Name: _____

Title: _____

Signature: _____

Date: __/__/____

