

EQUITY MARKETING GROUP, INC

TERMS AND CONDITIONS FOR INDEPENDENT AGENTS

Upon agreeing to the terms and conditions stated herein, the undersigned is consenting to become an INDEPENDENT AGENT (“IA”) of EQUITY MARKETING GROUP, INC. (“EMG”) and expressly acknowledges and agrees to be bound by the terms and conditions set forth below:

1. Credit Repair Organization. EMG is a credit repair organization within the meaning of 15 U.S.C. §§ 1679, et seq., a/k/a the “Credit Repair Organizations Act.” EMG is the authorized marketing agent for NATIONAL CREDIT EDUCATIONAL SERVICES, INC. (“NCES”). EMG researches and prepares numerous financial, educational and credit restoration guidelines on its own behalf and for NCES. As an IA you agree to procure and sell any and all credit services and products for consumers from employees of NCES.

2. Scope of Agency. EMG appoints the undersigned IA, subject to satisfactory completion of the attached INDEPENDENT AGENT APPLICATION in addition to the terms and conditions set forth herein, to solicit consumers who desire to purchase any of the financial, educational or credit restoration guidelines offer for sell by NCES. IA clearly understands that EMG retains the right and duty to alter, modify, delete, enhance and/or add to any of the products it offers based on its sole discretion or to conform to any law governing or pertaining to credit repair. IA understands and agrees that it is an independent contractor and not as an employee. IA shall exercise his/her own judgment in determining when, how and to whom to solicit and/or offer for sale the financial, educational, credit services and products. IA shall be responsible for staying apprised of the applicable laws relating to disclosures and prohibited transactions with respect to the field of credit repair and in accordance with the Credit Repair Organizations Act and any applicable state or local law of the jurisdiction or territory in which IA is authorized to act as an IA for EMG. IA further expressly acknowledges that as an independent contractor, IA nor any representatives or employees of IA might engage to act on IA’s behalf have no rights and expressly waive all rights under any applicable, either state or federal, to any claim for salary, tax withholding, health, retirement or any other fringe benefits, workers compensation, unemployment insurance or any other law promulgated for the protection of employees by any legislative body or legislation.

3. Mandatory Obligations and Duties of IA. IA shall be obligated to perform the following:

- a) Identify potential consumers who can benefit from the purchase of the financial, educational and other products pertaining to credit repair products prepared for marketing by EMG. In so doing, IA understands and expressly agrees that it may not make any claim to be an employee or officer of EMG and IA further acknowledges and agrees that he/she shall not take any action that could be construed as authority to obligate EMG to anything other than what is expressly stated in its marketing materials and IA will not make any promises, guarantees or statement that would induce any prospective consumer to purchase the products and services described herein;

- b) Use only EMG approved advertising and marketing materials;
- c) Ensure that all consumer Enrollment Applications are properly completed and promptly forwarded to NCES with the payment, which if in the form of a check it may be electronically deposited in the account of NCES;
- d) Exhibit professionalism, courtesy, and integrity with every consumer irrespective of whether he/she becomes a customer;
- e) Indemnify and hold EMG and NCES harmless for any and all claims alleged to have arisen out of any act or failure to act by IA in violations of these terms and conditions and which results in either EMG or NCES incurring any costs, including but not limited to, attorney's fees, damages, court costs, costs incurred in responding to any regulatory agency regarding any act or omission to act by IA.3 9.30.11

4. Term. This Agreement shall be for a one year period and shall be automatically renewable upon IA paying the annual fee. Notwithstanding the foregoing, EMG maintains the right to terminate this Independent Contract at any time, with or without cause, and IA agrees that it shall not be entitled to any refund of the annual fee if any sale of EMG's products and services have been sold to a consumer and IA had been paid a commission irrespective of the dollar amount of the sale.

5. Compensation. IA shall be compensated in accordance with EMG's Compensation Plan, which is hereby incorporated by reference as though it were set forth herein verbatim. EMG and NECS reserve the right to modify such Compensation Plan as it deems necessary.

6. Non-Disclosure of Confidential Matter. IA expressly recognizes, warrants and acknowledges that EMG has, through the expenditure of substantial time, effort and money, developed and acquired certain Confidential Information and Trade Secrets which have become of great value to EMG in its operations. IA further acknowledges and understands that in the course of performing his/her duties for EMG, he/she will through experience with IA be privy to certain Proprietary Information, Confidential Information and Trade Secrets. IA, by executing this Agreement, agrees that she/he will not make any independent use of, unauthorized copying, publishing or disclosure, or authorize anyone to copy, publish or disclose any of EMG's Trade Secrets and Confidential Information, except as authorized by EMG under the terms and conditions of IA's relationship as an independent contractor.

As used in the foregoing paragraph, the following terms are defined as follows:

6.1. "Proprietary Information" means information related to the EMG or its affiliates (1) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (2) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Assuming the foregoing criteria are met, Proprietary Information includes, but is not limited to, technical and nontechnical data related to the formulas, patterns, designs, compilations, programs, methods, techniques, drawings, processes, finances, actual or potential customers and suppliers, existing and future products of EMG. Proprietary Information also

includes information from a third party and which EMG or its affiliates are obligated to treat as proprietary and confidential.

6.2. "Confidential Information" means information (in any form or media) regarding the EMG's Customers, Prospective Customers (including lists of Customers and Prospective Customers), methods of operation, methods and processes, programs and databases, patents, compensation, vendors and suppliers, business methods, finances, management, or any other business information relating to EMG that is not generally known to the public, and which has value to EMG by virtue of the fact that it is not generally known to the public; provided, however, that Confidential Information does not include any information that has been voluntarily disclosed to the public by EMG or NECS (except where such public disclosure has been made by me without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. This definition of "Confidential Information" shall not include information constituting a trade secret under the Georgia Trade Secrets Act of 1990 (the "GTSA") as addressed below; however, in the event that such information loses its status as a trade secret under the GTSA at any time during the term of agreement, such information shall automatically become Confidential Information subject to the non-disclosure restrictions applicable thereto.

6.3. "Trade Secrets" means any information protected by the GTSA, as defined in O.C.G.A. § 10-1-760 et seq.

6.4. All Proprietary Information, Confidential Information and Trade Secrets, and their physical embodiment, received, reviewed, entrusted to IA as an Independent Contractor are confidential to and are and will remain the sole and exclusive property of EMG and NCES. Except to the extent necessary to perform the obligations and duties set forth herein, IA will hold such Proprietary and Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate such Proprietary and/or Confidential Information, Trade Secrets or any physical embodiments of such information and may in no event take any action causing or fail to take the action necessary in order to prevent, any Proprietary Information, Confidential Information or Trade Secret to lose its character or cease to qualify as Proprietary Information, Confidential Information or Trade Secret, as the case may be with respect to such information.

7. Dispute Resolution. In the event there arises a dispute between either EMG or NCES on the one hand and IA on the other, the parties agree to go through Mediation as a first step to resolve the dispute with each party to bear half of the cost. In the event such Mediation is not successful in resolving the dispute, the parties agree to submit the dispute to binding Arbitration in the State of Georgia. This Agreement shall be binding upon IA and his/her heirs, personal and legal representatives and guardians, and shall inure to the benefit of EMG. Neither this Agreement nor any part of the Agreement or interest in this Agreement shall be assigned by IA. The terms and conditions of this Agreement may not be modified except by a written instrument signed by the party against whom such modification is sought to be enforced. The use of any gender shall be deemed to be or include the other gender and the neuter and the use of the singular shall be deemed to include the plural (and vice versa), wherever appropriate. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of

Georgia. This Agreement sets forth the entire, integrated understanding and agreement of the parties with respect to the subject matter of this Agreement, and may be modified only in writing, signed and acknowledge by both parties. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be in full effect to the maximum extent allowed by law. IA agrees this Agreement shall be deemed to have been entered into and executed in the State of Georgia and the rights and obligations of the parties will be construed and enforced in accordance with the laws of Georgia.

EQUITY MARKETING GROUP, INC

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