



PHONE: 800.531.7279
FAX: 800.531.7585

AGENT AGREEMENT

Contract is for: [ ] DBA [ ] Corporation or LLC (\* Provide TIN for your company)

Agent Information Select the address where you want to receive your commission checks. (Check the box)

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

[ ] Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

[ ] Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_ \* Tax ID Number: \_\_\_\_\_

Professional Licenses

I currently hold a professional license in good standing in the State(s) of \_\_\_\_\_

- The type(s) of license(s) I hold include: [ ] Life/Health Insurance [ ] Property/Casualty Insurance [ ] Securities [ ] CPA/Attorney [ ] Loan Originator/Broker [ ] Realtor

Certification & Agreement

Certification - Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

- 1. Have you or anyone who might write business under this Agent Agreement ever been charged with a felony? [ ] Yes [ ] No
2. Has any regulatory body ever suspended or revoked any insurance, securities or other professional license? [ ] Yes [ ] No

If you answered yes to any of the above questions, attach explanations. Having a felony will not necessarily preclude your acceptance as an Agent.

I certify that the above information is true and correct to the best of my knowledge. Information found to be incorrect may result in termination. I have read the provisions of the Sales Agent Agreement on the reverse of this form and been given a copy and agree to abide by them.

PLEASE SIGN HERE: \_\_\_\_\_ DATE: \_\_\_\_\_

Your Title: \_\_\_\_\_ Company Name: \_\_\_\_\_

Agent Set-Up Fee - \$150.00 Check here to pay from my first commission [ ]

[ ] Bank Draft - I hereby authorize Credit Matters to charge/draft my bank account from the financial institution listed below for Agent Set-Up Fees.
Account Holder Name: \_\_\_\_\_ Account #: \_\_\_\_\_ [ ] Checking [ ] Savings
Bank Name: \_\_\_\_\_ Institution Transit #: \_\_\_\_\_

[ ] Credit/Debit Card - I hereby authorize Credit Matters to charge my credit/debit card for Agent Set-Up Fees.
Card Account Holder \_\_\_\_\_
Name (exactly as shown on card) Billing Address of card (if different from above)
Card # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Sign Here: \_\_\_\_\_ [ ] Visa [ ] Master Card



# SALES AGENT AGREEMENT

**1. Appointment and Acceptance.** Subject to the terms and conditions of this Agreement, CREDIT MATTERS, INC. ("Company" or "the Company") hereby appoints the Sales Agent, and the Sales Agent hereby accepts appointment, as an authorized representative for the Company under the business name of Credit Matters, Inc. in all jurisdictions where the Sales Agent is properly licensed and/or registered according to any state and local laws where licensing and/or registration is required, for the promotion, sale and collection of payment for and distribution of, the Company's products. The Company retains the right to appoint others to promote, sell, and collect payment for and distribute, the Company's products. In no event will said Sales Agent be appointed any territory exclusively.

**2. Authorization.** The Company authorizes the Sales Agent to solicit, draft and accept applications, forms and monies on behalf of the Company for the sale of the Company's products, and all acts normally related to the above. The Sales Agent is not authorized to incur on behalf of the Company any indebtedness or liability; to alter applications or forms used in the solicitation and transaction of the Company's products, to quote rates except as published by the Company, for a customer.

**3. Writing Agents.** The Company authorizes the Sales Agent to appoint "Writing Agents" to conduct business on behalf of the Sales Agent. The Sales Agent must notify the Company of any Writing Agent that it appoints prior to any solicitation activity by the Writing Agent, by submitting in writing to the Company his/her name, address and phone number, and that such appointment has been authorized by the Sales Agent. Such authorization and appointment by the Sales Agent is not considered appointment and authorization by the Company, nor are any benefits described in this contract with the Sales Agent to be construed as inuring to the benefit of any Writing Agent. Writing Agents are not employees or contracted sales agents with the Company. No compensation will be paid to a Writing Agent by the Company. The Sales Agent is responsible for the actions of its Writing Agents. All actions by the Writing Agent shall be construed as actions by the Sales Agent for purposes of complying with the provisions of this contract.

**4. Independent Contractor.** This Agreement shall not render Sales Agent an employee or partner with the Company for any purpose. Sales Agent is and will remain an independent contractor in [his/her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to Sales Agent's compensation hereunder. Sales Agent shall have no claim against the Company for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**5. Term.** So long as this Agreement is in effect, Sales Agent will continue to receive compensation on products/services that are sold by Sales Agent. The Company reserves the right at any time to no longer accept new sales from Sales Agent and terminate this Agreement as stated below in section 15.

**6. Remittance of Sales and Monies.** All sales transactions completed, placed or sold by the Sales Agent shall be drafted on applications and forms specified or provided by the Company. All sales transaction paperwork and monies must be immediately remitted to the Company upon completion of said sales transaction. Monies remitted through negotiable instruments such as checks shall be made payable to the Company. All monies, negotiable instruments, or securities received for or on behalf of the Company shall be held by the Sales Agent as trustee for the Company and shall not be used for any personal or other purposes whatsoever.

**7. Advertising.** Only advertising and promotional material that is pre-approved by the Company may be used in the promotion or sale of the Company's products/services. Sales Agent agrees to pay for all supplies and marketing materials needed. Any website or web-based promotion sponsored by Sales Agent shall comply with these policies.

**8. Compliance with Laws.** In connection with the performance of solicitation and transacting sales, Sales Agent agrees to abide by all applicable laws, regulations and ordinances, to perform these services in a manner consistent with policies established by the Company to promote their common economic and professional interest and avoid shared liabilities, to competently perform all services provided under this Agreement.

**9. Confidentiality.** Sales Agent acknowledges that during the engagement Sales Agent will have access to and become acquainted with various trade secrets, processes, information, and records owned by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, and procedures. Sales Agent agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All records, documents, information, letters, media lists, artwork, and similar items relating to the business of the Company, whether prepared by the Sales Agent or otherwise coming into the Sales Agent's possession, shall remain the exclusive property of the Company. Upon termination of this Agreement, or whenever requested by the Company, Sales Agent shall immediately deliver to the Company all such files, records, documents, information, and other items in the Sales Agent's possession or under the Sales Agent's control.

**10. Indemnification.** Sales Agent agrees to hold harmless, defend (with counsel reasonably acceptable to the Company) and indemnify the Company against any claims, judgments, settlements, costs, expenses or other damages, including attorneys fees, which the company may suffer or incur as the result of any negligent, fraudulent or unauthorized act, or error or omission, of Sales Agent, any of [his/her] employees or officers. The Company shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. Sales Agent shall, upon demand, pay the Company as a debt due hereunder any sums due to it in accordance with this section, as well as monies expended by the Company in answering or defending any attachment, garnishment or other proceedings involving Sales Agent, [his/her] employees or officers or other individual under Sales Agent's direct control and supervision.

**11. Compensation.** Sales Agent shall receive compensation from the Company according to the commission schedule provided by the Company in its Policies and Procedures. The Company reserves the right to adjust or change any commission schedule and to modify its Policies and Procedures at any time without prior notice.

**12. Trademarks.** The Sales Agent will promote and sell the Company's products to customers under such trademarks, copyrights, brand names and product names as the Company may have registered, or as the Company has otherwise requested be used on or in respect of products sold. The Sales Agent will use the Trademarks only in such fashion as has been expressly authorized by the Company in writing. Such use will not give the Sales Agent any interest in the Trademarks, except the right to display the Trademarks as expressly provided herein. The Sales Agent will not use any Trademark in connection with any products other than the Company's products. Upon the expiration or any termination of this Agreement, the Sales Agent will immediately cease all use of the Trademarks.

**13. Expenses.** The Company shall not be liable for any expenses incurred by Sales Agent in the course of Sales Agent's sales and marketing efforts and activities. However, the Company may from time to time, at its own determination and discretion, make certain marketing materials available to Sales Agent without charge, including but not limited to applications, forms, fliers and any other materials used in the solicitation of the Company's business.

**14. Conflicts of Interest; Non-hire Provision.** Sales Agent represents that Sales Agent is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Sales Agent and any third party. Sales Agent is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, Sales Agent shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

**15. Termination.** The Company may terminate this Agreement at any time by 10 working days' written notice to the Sales Agent. In addition, if the Sales Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Sales Agent immediately and without prior written notice to the Sales Agent.

**16. Claims Against The Sales Agent or The Company.** Sales Agent shall report any actual or threatened claim against the Company or Sales Agent relating to Sales Agent's practice on behalf of the Company, including claims, for damages or arbitration, or asserted violations of ethics or law, including license registration. In the event of any such claim, Sales Agent will consult with the Company and comply with its directions in the matter. These duties survive termination of this Agreement.

**17. Choice of Law.** The laws of the state of Wisconsin shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Fond du Lac County, Wisconsin in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

**18. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**19. Waiver, Modification & Unenforceability.** Waiver by one party hereto or breach of any provision of this Agreement by the other shall not be construed as a continuing waiver. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**20. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.

**21. Entire Agreement.** This document and any exhibit attached constitute the entire Agreement and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. The parties hereto agree that facsimile signatures shall be as effective as if originals.