

This Service Contract Agreement ("Agreement") is made as of _____ (the "Effective Date") between Corporate Credit Network, a company with an address at 2901 W. Coast Highway Suite 200, Newport Beach, CA 92663 ("CCN"), and _____, a company with an address at _____ ("Client").

Corporate Credit Network and Client therefore agree as follows:

- 1. DEFINITIONS.** (a) "Government Authority" means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of the United States of America or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.
- (b) "Law" means all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any Government Authority.
- (c) "Services" means the services CCN provides to Client as described in this Agreement and Attachment A.

2. SERVICES. CCN agrees to provide the following Services: TrueBuildSM Credit Program (Attachment A).

3. FEES. Except as expressly stated in this Agreement, there are no additional fees, charges or expenses incurred for Services. In consideration for CCN performing all obligations under this Agreement, Client agrees to pay CCN the amount reflected in the attached invoice (Attachment C). CCN shall invoice Client for the entire overall fee on the date Client enrolls in Services.

4. GUARANTEE. (a) Guarantee by CCN. CCN represents, warrants and covenants to Client that:

Warranty Length. The Services conform to the requirements of this Agreement, are free from any defect in material and workmanship, and are free of all liens, claims and encumbrances of any kind.

(b) Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CCN AND CLIENT EACH MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OR COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) **100% Money Back Guarantee** details are explained in Attachment B.

5. LIMITATION OF LIABILITY. THIS LIMITATION OF LIABILITY PROVISION APPLIES IN THE AGGREGATE AND NOT ON A PER CLAIM BASIS, WHETHER ANY DAMAGES ARE CHARACTERIZED IN TORT, NEGLIGENCE, CONTRACT, OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT A

PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT, INTENTIONAL TORTS AND INTENTIONAL VIOLATIONS OF LAW. NEITHER PARTY IS LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT.

6. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and expires when Client has acquired \$50,000 in combined business credit accounts. Any renewal or upgrade terms shall be mutually agreed to by the parties in writing.

(b) Survival. The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Disclaimer", "Limitation of Liability", "Survival" and "General", as well as any other provisions expressly stating that they are perpetual or survive this Agreement.

(c) Termination for Insolvency. If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (*each, an "Event of Bankruptcy"*), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.

(d) Termination for Breach. If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement. Failure of the Client to perform specific instructions pertaining to Services by an officer or representative of CCN, will be considered a breach of this Agreement.

7. REFUND POLICY. Except as expressly stated in the 100% Money Back Guarantee (Attachment B), all fees collected by and/or paid to CCN are non-refundable.

8. FORCE MAJEURE. Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (*each, a "Force Majeure Event"*). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.

9. GENERAL. *Entire Agreement and Amendments.* This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including,

without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties. **Independent Contractors, Third Party Beneficiaries, and Subcontractors.** The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Neither party can subcontract any obligation under this Agreement without the other party's prior written consent. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own.

Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the Laws of California, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in California, regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

Assignment. This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by Party-2 in whole or in part without the prior written consent of Party-1. Any transfer, assignment, delegation or sublicense by Party-2 without Party-1's prior written consent is invalid. Party-1 may assign, delegate, sublicense or otherwise transfer this Agreement, or any right or obligation under this Agreement, to a third party. **No**

Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive. **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. **Captions and Plural Terms.** All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

Corporate Credit Network

2901 W. Coast Highway, Suite 200
Newport Beach, CA 92663
800.730.9490

Client Representative

Signature: _____

Name: _____

Title: _____