

AMERICAN MORTGAGE MODIFICATION SERVICES, INC.

AND

WSB MORTGAGE SERVICES, INC.

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**INDEPENDENT BUSINESS CONSULTANT AGREEMENT**

*(Fax to: 916-965-5726)*

This agreement and order, entered into this day of \_\_\_\_\_, 20\_\_ , by and between American Mortgage Modification Services, Inc. & WSB Mortgage Services, Inc. (THE COMPANY) and:

\_\_\_\_\_  
Name: SS#:

\_\_\_\_\_  
Street:

\_\_\_\_\_  
City: State: Zip:

\_\_\_\_\_  
Phone: E-mail:

(Hereinafter referred to as Independent Business Consultant "IBC"):

1. It is understood by the parties that THE COMPANY is a retailer of Loan Mitigation Services. THE COMPANY has undertaken a nationwide effort to sell this program through Independent Contractors. The programs and services offered by THE COMPANY are proprietary in nature and each IBC will operate as an independent contractor where available. By this agreement, THE COMPANY grants IBC the right to offer and sell THE COMPANY'S services as set forth herein:

- Compensation - IBC shall offer, discuss and advise all prospective client(s) as to the services offered by THE COMPANY. IBC shall be responsible for collecting all information necessary to fully complete THE COMPANY'S processing forms. IBC shall be responsible for submitting such documentation to THE COMPANY within 24 hours of such request. If client engages THE COMPANY to provide mitigation services and pays the enrollment fee (\$2,995.00), IBC shall receive commission of \$500 for their services. **DUE TO OUR REFUND POLICY**, commissions shall be earned and paid in two separate installments. An initial commission advance of \$200 shall be paid on each new Client upon client's full payment of the enrollment fee and THE COMPANY acceptance of completed mitigation paperwork. **(Note: THE COMPANY retains the right to refuse unreasonable mitigations or incomplete forms thus no payment of commissions will be made to IBC and all monies will be returned to the Client(s). In addition commissions are not paid on SUMMITTED paperwork but are paid once ACCEPTED by THE COMPANY).** The remaining Commission of \$300 shall be earned and paid upon completion of the Client(s) mitigation service.

2. The parties further agree that all materials furnished by THE COMPANY to IBC are property of THE COMPANY and that IBC is not authorized to copy, reproduce or otherwise make use of, in any manner, not authorized by THE COMPANY. THE COMPANY'S materials may only be copied for use in IBC's sales and marketing of THE COMPANY

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services and not for resale. IBC further agrees that all materials and processes used by THE COMPANY are considered proprietary and confidential to THE COMPANY. IBC agrees not to create or enter into or assist another in creating a product or business that would be competitive with THE COMPANY'S.

3. The parties, upon their respective promise hereinafter expressed, make the following further agreement:
  - a. It is understood that IBC will operate as an independent business person where applicable.
  - b. IBC agrees that THE COMPANY shall have no liability to IBC or his clients except for willful misconduct or negligence in the performance of THE COMPANY'S obligation under this agreement.
  - c. IBC is fully responsible for determining the price in which THE COMPANY shall offer its services.
  - d. This Agreement is between IBC and THE COMPANY and this agreement or the rights contained herein may not be sold by IBC or assigned by IBC to another party under any circumstances.
  - e. IBC recognizes that THE COMPANY'S services may not be available in all states or that certain states may have restrictions and / or limitations as to the services that can be provided to the general public. THE COMPANY will use its best efforts to inform IBC of such limitations however, THE COMPANY assumes no liability from IBC's actions or sales in any state they may chose to operate.
  - f. THE COMPANY shall review each submission on an individual basis and retains the right to refuse to process any submission THE COMPANY determines, in its sole discretion, does not meet internal guidelines.
  - g. IBC will follow and abide by all rules, regulations, ordinances or other restrictions imposed by any governmental agency and shall not advertise, sell or otherwise disseminate any material or act in a manner that could be seen as a violation of any such ordinance or law.
  - h. This agreement may be terminated by IBC upon ten (10) days advanced written notice provided; however THE COMPANY may terminate this Agreement without notice in the event of any material breach of this Agreement by IBC or any act of IBC which THE COMPANY interprets as damaging to THE COMPANY'S public business reputation.
  
4. Non-Circumvent / Non-Disclosure - Information is to be exchanged by THE COMPANY and IBC regarding the certain private business matters concerning the marketing, application, development, supply, business contacts, and any other matter of or concerning the business conducted by THE COMPANY and / or IBC, or other like business venture including financial information, names, addresses, rights and interests which information is currently confidential and because of the impact on current and future projects; disclosure of same to any other parties not herein named will cause financial damage to THE COMPANY or IBC. The parties agree that:
  - a. Information protected: No information hereinafter provided to or discovered by IBC or THE COMPANY during the course of this agreement will be disclosed in any

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communication, shape or form to any person, corporation or entity without the consent of the disclosing party.

- b. Term of Agreement: The term of this agreement to maintain confidentiality shall be for the entire term of IBC's agreement with THE COMPANY and an additional period of two years from the date of any termination.
  - c. Non Circumvention: IBC and THE COMPANY agrees, warrants and covenants therefore, not to, in any way whatsoever, circumvent or attempt to circumvent each other by directly or indirectly, dealing with the contacts of the other in any present or future transactions relating to any business venture related that of IBC and THE COMPANY or engage in any business venture in competition with THE COMPANY for a period of two years from the date of termination of this agreement. In the event of any breach of the foregoing duty not to circumvent IBC and THE
5. COMPANY mutually agrees to indemnify the other for lost commissions, fees, and expenses caused to them as a direct or indirect result of the breach.
6. Each party hereto acknowledges that they have received a copy hereof and that they fully understand the terms and conditions hereof, and agree to be bound hereby.
7. The parties further agree that THE COMPANY has not represented or guaranteed to IBC any minimum or maximum earnings. Any projections as to earnings are in the nature of possibilities only.
8. ALL SALES ARE GOOD AND FINAL. BOTH PARTIES AGREE THAT THE COMPANY WILL NOT UNDER ANY CIRCUMSTANCES REPURCHASE ANY PROGRAM, SUPPLY OR SERVICE BACK FROM IBC.

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Printed Name of IBC:

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Signature of IBC:

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Date:

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Recruiter: (if any)

Accepted by both:

- American Mortgage Modification Services, Inc.
- WSB Mortgage Services, Inc.

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Signature of Authorize Company Rep

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Date:

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