



nextlevel
Business Concepts Group

Service Agreement

This agreement between **Next Level Business Concepts Group Credit Plus, LLC** (“NLCP,” “We,” “Our,” “Ours,” or “Us”) and

_____ (“Client,” “You” or “Your”) is a legally binding agreement (the “Agreement”). NLCP provides document preparation services to assist its clients who may be victims of identity theft and desire to protect their credit file from identity theft and possibly fraud by facilitating removal of items customers claim are inaccurate, outdated, and possibly fraudulent information contained on their credit reports. For our efforts to be effective, you must be truthful and diligent in giving complete and accurate information to us. NLCP reserves the right to cancel this Agreement if we believe that you provided or may provide false or fraudulent information to us, your creditors or the credit bureaus.

Please note that we **do not** provide legal advice. We recommend that you consult your attorney and/or thoroughly read the Fair Credit Reporting Act or the Bill of Rights before you seek advice from us. NLCP accepts no liability, nor responsibility for any damage or loss caused by your use or misuse of the information provided in connection with our service.

Disclaimer: We are **not** a credit repair agency. We prepare documents to remove erroneous items as described from consumers that believe that they may have fallen victim to identity theft. By signing this Agreement, you acknowledge that there are inconsistencies, errors and items on your consumer credit reports that are unknown to you and permission was never requested or given to have your personal information provided to the public, sold for profit or not protected in what you feel is a proper way.

You may receive communications requesting additional information from the credit bureaus and individual creditors investigating a claim of fraud on one or more of your alleged credit accounts. This is something that may or may not be the policy of the bureau or creditors at any given time. You should NOT respond to any such requests for additional information. All necessary information will have been provided to them by NLCP as part of the services performed under this Agreement.

NLCP provides:

- *An evaluation of your claim that your current credit reports contain possible identity theft items that are inaccurate, erroneous, false, possibly fraudulent, or obsolete information being reported by credit reporting agencies such as Experian, Equifax and Transunion; and*

- *Preparation of all necessary documents in facilitating removal of inaccurate, erroneous, false, mis-reported, fraudulent or obsolete information in your credit reports that may have derived from Identity Theft that can impact you; and*
- *Placing a temporary fraud alert on your credit file to prevent any and all unauthorized use of your identity to obtain credit fraudulently; and*
- *Services are considered completed when potential fraud or identity theft related items, have been deleted from your credit report.*
- *Note: - when identity theft is presumed, only entire effected accounts can be deleted from your credit file – individual late pays on an open, active account that is otherwise in good standing will not be deleted unless so requested by you.*

Your Responsibility:

For the services provided you will have to an initial one-time setup fee of **\$500.00** at the time of signing this agreement and a final fee of **\$3,500.00** beginning in month two or within 35 days of this agreement. Normal time frame to complete the credit revitalization is estimated at between one (1) to three (3) months, but may extend longer if credit conditions warrant, therefore, no guarantees on a time frame are given or implied. The **\$3,500.00** final fee will be given as a loan procured by “NLCP” as acknowledged, signed and dated by “Customer” in the Original Contract For Brokerage Services Agreement.

- Complete and sign this **NLCP Service Agreement** and **Attachment 1**.
Provide username and password for credit monitoring services from Smart Credit – go to www.smartcredit.com/dps . The Smart Credit Service Plan at \$19.95 monthly is Mandatory and a minimum of 3 months on the Smart Credit Service is required to monitor your account.

User Name: _____

Password: _____

- Scan and upload a photo of your current, valid state Drivers’ License or a Government Issued Photo ID.
- A photo of a recent utility bill or bank statement showing your name and current residence address – must be less than 60 days old.

(If you cannot scan, take a photo on your cell phone and text to (352-303-4000)

ENROLLMENT INFORMATION

Full Name: _____

Cell Phone: _____

Social Security Number: _____

Date of Birth: _____

Personal Email Address: _____

Home Address: _____

Have you lived at this address for 2 years or longer? ☐ Yes ☐ No

If less than 2 years, previous address: _____

NEW CLIENT IDENTITY THEFT QUESTIONNAIRE

Have you ever used a credit, debit card or shared your personal information with any of the following companies at any of their locations? - Macy's, Sears, Home Depot, Verizon, Kmart, Wendy's, Delta Airlines, Michaels, Best Buy, Landry's, Saks Fifth Avenue, JP Morgan Chase, Lord & Taylor, Facebook Account, Panera, Ebay, Forever 21, Orbitz, Sonic, Chili's Restaurants, Whole Foods, Uber, Arby's, Target Stores, Walmart, Marriott, Experian or Equifax?

☐ Yes ☐ No

Have you ever been employed by the US Government? ☐ Yes ☐ No

Have you ever received any government benefits of any kind? ☐ Yes ☐ No

Are you a veteran? ☐ Yes ☐ No

Term – The term of this Agreement is three (3) months from its execution and all services must be performed during that period. The Agreement may be extended for an additional three (3) month period by an amendment to this Agreement.

Guarantee – Although we cannot guarantee by law a certain outcome, we prepare documents conforming to Federal Law, certain state Privacy Laws, and the Fair Credit Reporting Act. We will prepare documents to assist you to accurately report to the credit bureaus and place a fraud alert on your file to assist in protecting you against future data breaches and attempts to use your identity in a fraudulent manner.

Governing Law – This Agreement and any dispute arising from the performance or breach hereof will be governed by and construed and enforced in accordance with the laws of the State of Florida, without reference to the conflicts of laws principles of any jurisdiction.

Entire Agreement – This Agreement, including any attachments to the Agreement, sets forth the entire Agreement regarding the subject matter of the Agreement, and supersedes and terminates all prior agreements and understandings between You and **DPS Resource**. No subsequent alteration, amendment, change or addition to this Agreement will be binding upon You and Us unless reduced to writing and signed by You and Us.

Non-Profit Credit Counseling Services – You have the right to hire a non-profit credit counseling service.

Customer Responsibilities and Communications – You agree to assist us in answering certain security questions regarding your identity and credit history as may be necessary to obtain your credit reports.

Staffing– **NLCP** may assign clerical staff, or others to perform work on your case. You agree services in connection with our representation of you may be performed by any associate of **NLCP**.

You may revoke your Limited Power of Attorney by filling out and signing the Revocation of Limited Power of Attorney form attached to this Agreement as **Attachment 2**.

Your Right to Cancel Agreement – You may cancel this contract without penalty or obligation at any time before midnight of the third day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right (**Attachment 3**).

By signing this Agreement, you agree to its conditions, agree to be truthful, and you understand that no promises have been made by **NLCP** to you outside of this Agreement.

Signature: _____

Print Name: _____

Date: _____

ATTACHMENT 1
LIMITED POWER OF ATTORNEY

Limited Power of Attorney Disclosure:

NLCP needs permission from you, to communicate with credit bureaus, creditors, data furnishers and others, in your name and on your behalf, including writing, signing and transmitting letters and electronic documents in your name. This is a Limited Power of Attorney, granting permission to **NLCP** to do this. It authorizes and directs **NLCP** to act as your disclosed and undisclosed agent when performing the Services, you have retained **NLCP** to provide. You may cancel your authorization and this Limited Power of Attorney at any time by sending **NLCP** Revocation of Limited Power of Attorney stating that you retract your authorization. Without this written authorization and Limited Power of Attorney, **NLCP** is unable to represent you, therefore canceling this authorization will close your case. Please print a copy of the Agreement and this Limited Power of Attorney for Your records.

Be it known that by submitting this form I, _____ hereby grant a Limited Power of Attorney to **NLCP** and all persons in their employ, as my agent, to have the necessary power and authority to undertake and perform the following in my behalf:

- I hereby give permission to **NLCP** to sign all documents written on my behalf, as my duly appointed proxy, for the purpose of disputing inaccurate, erroneous, fraudulent, derogatory and obsolete credit information held on my credit report by consumer credit reporting agencies.
- I appoint **NLCP** as my agent to act in my behalf, as set forth in the following matters only; signing of correspondences addressed to credit bureaus, creditors and data furnishers, obtaining credit information over the telephone, fax, and/or through written correspondence from credit bureaus, creditors, data furnishers and/or collection agencies.
- I have given Limited Power of Attorney to act on my behalf with government agencies in an effort to prepare and submit the needed documentation and granted by law to have immediate action taken by the credit bureaus regarding derogatory items on my credit report and possible fraud or identity theft.
- I understand that I have the right to revoke or terminate this Limited Power of Attorney at any time with a written Revocation of Limited Power of Attorney to **NLCP**
- According to the Consumer Credit File Rights, Under State and Federal Law, I have been made aware of the fact that I could attempt to challenge items specified above myself.

This "Limited Power of Attorney" is given to **NLCP** in compliance with Section 611 of the Federal Fair Credit Reporting Act (FCRA).

Signature: _____

Date: _____



CONTRACT FOR BROKERAGE SERVICES AGREEMENT

This Agreement made on _____, 2019 by and between
Next Level Business Concepts Group Credit Plus, LLC("NLCP")and
_____ ("Borrower")

collectively referred to as the "Parties." Borrower acknowledges that NLCP will attempt to secure a single loan for the amount requested; however, Borrower will accept in the alternative a series of loans that total the requested amount.

NLCP agrees to work as a consultant for Borrower for a fee based on the amount of funding raised for Borrower.

WITNESSETH :

In consideration of the mutual promises hereinafter contained, the Parties hereto promise and agree as follows:

I. GENERAL PRINCIPLES

Borrower has authorized NLCP to help arrange financing on behalf of Borrower and/or on behalf of Borrower's business. NLCP agrees to use its current marketplace knowledge to assist Borrower in finding different financing options for Borrower's particular situation. NLCP does not endorse or recommend the product(s) of any particular Lender nor is NLCP an agent of Borrower or any participating Lender; NLCP services are consultative and administrative only.

Lender, and not NLCP, is solely responsible for its services to Borrower, and Borrower agrees that NLCP shall not be liable for any damages or costs of any type arising out of or in any way connected with Borrower's use of Lender's services. NLCP does not guarantee acceptance into any

particular loan program or specific loan terms or conditions with any participating lender; loan approval standards are established and maintained solely by individual lender(s), likewise, NLCP does not guarantee that the loan terms or rates offered and made available by participating lender(s) through this agreement are the best terms or lowest rates available in the market.

NLCP is not a lender and does not make loans or credit decisions in connection with loans. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock in this Agreement.

By providing NLCP with Borrower's information and/or submitting a loan request,

Borrower gives NLCP permission to apply in Borrower's name for loans, lines of credit and/or credit cards for Borrower for the sole benefit of Borrower and/or Borrower's business, to make recorded calls to remind Borrower of any deadlines or issues in connection with Borrower's loan request. Borrower also authorizes NLCP to view consumer credit reports if needed and to verify other credit information, including past and present references. It is understood that a copy of this contract will also serve as authorization.

II. COMPENSATION FOR SERVICES

Borrower acknowledges that the Consulting Fee ("Fee") for the NLCP services is offered on a contingency basis, with no Fee due unless and until Borrower receives loan funds. **Borrower agrees to**

pay NLCP a consulting fee equal to fifteen percent (15%) of the total gross loan(s) proceeds, to be invoiced and paid within forty-eight (48) hours of receipt of funding._____initials

If payment is not received within the forty-eight (48) hours of receipt of funding, Borrower understands that loans/credit lines will be shut down and sent to collections, with the entire balance immediately due along with appropriate collection fees. Borrower understands such activity will be reported to all credit bureaus.

initials

This agreement will remain in effect until final invoice is paid. NLCP will notify Borrower of final invoice. During this time, you agree not to circumvent the NLCP by subsequently applying on your own or to modify an existing loan made between you and our recommended lending partner(s), regardless of your prior relationships or accounts with the lender.

III. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Borrower and NLCP, and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between Borrower and NLCP with respect to this Agreement and information, software, products and services associated with it.

This Agreement shall be subject to and construed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, warranty disclaimers and liability limitations set forth above, then any invalid or unenforceable provision(s) will be deemed superseded by a valid enforceable provision(s) that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

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Borrower hereby does grant a limited and specific Power of Attorney to NLCP as "attorney-in-fact." Said attorney-in-fact shall have the full power and authority to undertake and perform only the following acts on Borrower's behalf and only for the Borrower's and/or Borrower's business sole benefit:

a. Make applications for loans, lines of credit and/or credit cards, and any other credit instruments;

b. Process loan and lines of credit applications for Borrower's sole benefit; and

c. Establish an email account for application correspondence with lender(s).

Both parties acknowledge that the limited Power of attorney set forth shall terminate upon payment of fees in their entirety, unless Borrower request that the NLCP process additional credit card applications.

IV. DISCLOSURES/OTHER TERMS & CONDITIONS

NLCP cannot guarantee that Borrower will be approved for any specific amount, and the consulting fee will only be due on the amount approved, not the amount quoted. Installment loans usually do not exceed \$100,000 each and will average less. Lines of credit and credit cards usually do not exceed \$50,000 each and will average less. Several credit applications may be submitted in order to achieve Borrower's total requested financing amount. Each credit application will result in a new inquiry on Borrower's personal credit report(s) because each lender will need to obtain Borrower's personal credit report(s) in order to underwrite the credit application.

The normal range of interest rates for loans and lines of credit is 4.5% to 29.5% but the interest rate Borrower will be charged may be higher or lower. Many borrowers take advantage of balance transfer rates between lines/cards to obtain rates as low as 0-3% but NLCP consultation fee is not contingent on these rates and/or options.

NLCP Consulting Fee is not contingent on Borrower's subsequent acceptance, need or lack thereof for financing and, as such, Borrower may not cancel, withdraw intentionally, or fail to follow through on a credit application to any lender to include those with whom you already have an existing relationship.

If a credit application for unsecured financing is submitted without NLCP written authorization, Borrower hereby agree that such credit application will be treated the same way as a credit application submitted by/through NLCP with the exception that the submission date will be considered to be the same as the date that Lender placed an inquiry on Borrower's credit report.

Borrower hereby authorizes NLCP to obtain Borrower's personal and business credit reports for purposes of reviewing and/or collecting on Borrower's outstanding Consulting Fee(s).

Borrower agrees and understands that NLCP is not responsible or liable for any credit line limits that are suspended, closed or reduced from the initial funding amount.

Borrower acknowledges and confirms that any and all information Borrower provides to NLCP is truthful, accurate and correct. If such information changes, Borrower is obligated to notify NLCP of those changes immediately. Borrower acknowledges that it has consulted with legal counsel regarding the terms of this Agreement or has opted to waive his/her right to seek such counsel.

A. DEFINITIONS:

1. Consulting Fee: Fee paid to NLCP for the expert review, advice, preparation and submission of Borrower's credit application(s). 2. Funded: Funds have been made available to you. 3. Trade lines: Active open accounts on Borrower's personal credit report 4. Lender: Any party that extends credit to Borrower to include, but is not limited to, banks, credit unions, P2P lending platforms, hedge funds, individual investors. 5. Borrower: Also referred to as Borrower, the entity on whose behalf NLCP is seeking loan funding, consulting and applying for funding.

B. DISPUTE RESOLUTION:

Borrower is hiring NLCP as a consultant to obtain loans and lines of credit. Borrower agrees to pay a fee for this service by paying a percentage of the amount raised as set forth in this document. Failure to do so will result in NLCP sending Borrower's unpaid balance to third party collections for amounts not paid. Third party collections will pursue court ordered judgments in addition to other collection procedures. Cost of collections, when applicable, will be assessed to the Borrower at the rates and terms below.

1. A Finance Charge of 1 1/2% per month (annual percentage rate of 18%) of the unpaid balance will be added monthly. Should collection become necessary by legal suit or other means, the Borrower agrees to pay all costs of collection including attorney fees, court costs, including charges and collection agency fee which would be 35% of the balance assigned, with or without suit.

2. In the event payment under this Agreement is not made at the time and in the manner required, the undersigned Borrower agrees to pay all costs of collection, including attorney fees and court costs, including charges and collection agency fees, which would be 35% of the balance assigned, with or without suit.

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3. Interest at the rate of 1 1/2% per month (18% per annum) will be charged on all past due balances. In the event the account is delinquent and satisfactory arrangements have not been made for payment, all legal fees, attorney fees, court costs, including charges and collection agency fee of up to 35% of the balance assigned, with or without suit.

ACKNOWLEDGMENT:

By my signature I, as Borrower, confirm I have full authority to execute this Agreement and to obligate all companies, firms, corporations, partnerships, organizations, individuals, and/or other entities referenced herein, and certify that although NLCP may provide information advice and/or guidance on lender requirements for approval, the information provided to NLCP is truthful, accurate, and complete, and I, as Borrower, hereby release and hold harmless NLCP and its principals, employees, and/or representative(s) or any and all liability or responsibility that may arise as a result of the credit application submitted by me or on my behalf, including incorrect numbers, dates, and descriptions.

Entire Agreement: I understand that this Agreement is the complete and final agreement and that there are no other verbal, implied, or assumed agreements or arrangements.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

IN WITNESS WHEREOF; the Parties hereto have hereunder signed their names as hereinafter set forth as Borrower and NLCP.

BORROWER'S SIGNATURE: _____ DATE: _____

NLCP SIGNATURE: _____ DATE: _____

NEXT LEVEL BUSINESS CONCEPTS GROUP CREDIT PLUS, LLC

AGREEMENT DESIGNATION AND SUBMITTAL
INSTRUCTIONS:

Agreement must be SIGNED, dated and scanned and emailed OR signed electronically. Items also required with this package are listed below; they may be attached to this document or sent via email.

- Clear and enlarged color copies of valid identification card (Must show all four corners)
- Most recent utility bill to address we are applying in.
- Income verification in form of paystubs or tax returns.

ACCEPTANCE: I hereby accept this entire contract and all the terms/conditions as stated above.

Borrower's Name (Print)

BORROWER'S SIGNATURE: _____ DATE: _____

APPLICATION - REQUIRED DOCUMENTS TO
PROVIDE SERVICE:

In order to start processing your file, please send the following items that are
marked to our office: if not previously provided:

____ Signed Consulting Agreement _____ Full Application _____ Color copy of
Driver's License _____ Color Copy of Social Security Card
____ Utility Bill

***Please note: Your file CANNOT be started until all documents are received.
If you cannot provide the above documents, please contact your processor for
acceptable replacements.