

## **AFFILIATE AGREEMENT**

THIS AFFILIATE AGREEMENT (this "Agreement") is entered into and dated effective as of the Tuesday, December 28, 2010 (the "Effective Date") by and between **Cyrus Global LLC**, (the "Company") and \_\_\_\_\_ (the "Affiliate"), with reference to the following facts:

- A. Affiliate is in the business, or hereafter intends to engage in the business, of identifying individuals and businesses that are in need of various services, including but not limited to debt settlement solutions.
- B. Company has the right to utilize a proprietary web-based self-help software program (the "Software Program") that helps individuals who are in need of debt settlement services to settle their own debts on their own behalf without the need of engaging the services of a debt settlement provider.
- C. The Company desires to engage the services of the Affiliate to perform the various services according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties (collectively the "Parties," and individually, a "Party") to this Agreement, the Parties hereby agree as follows:

### **1. Affiliate Services:**

The Company hereby engages the Affiliate to perform the following services (the "Affiliate Services") according to the terms and conditions of this Agreement:

- (a) To undertake marketing and advertising activities to locate and identify those persons and/or entities (each a "Prospective Subscriber") who are seeking a debt settlement solution;
- (b) for each Prospective Subscriber which is located and identified by the Affiliate, to collect certain financial information from such Prospective Subscriber and perform an initial financial assessment to determine whether or not the Software Program is suitable for the Prospective Subscriber according to the standards (the "Suitability Standards") provided by the Company to the Affiliate from time to time;
- (c) to the extent that any Prospective Subscriber satisfies the Suitability Standards to utilize the Software Program, to assist said Prospective Subscriber in completing and executing a subscription agreement on the form provided by the Company to the Affiliate, as the same may be amended from time to time (the "Subscription Agreement"); and
- (d) for each Prospective Subscriber who has satisfied the Suitability Standards and entered into a Subscription Agreement (each such Prospective Subscriber referred to herein as a "Subscriber"), to deliver to the Company, in a format selected by the Company, the Subscription Agreement executed by the Subscriber and any and all other information provided by the Subscriber to the Affiliate or in the possession of the Affiliate (the "Subscriber Information").

## **2. Outsourcing and/or Subcontracting of Affiliate Services:**

(a) Subject to the terms and conditions set forth in this Section 2 of this Agreement, the Affiliate shall have the right to outsource and/or subcontract any aspect of the Affiliate Services to reputable and professional third party service providers (each, an “Agent” of the Affiliate).

(b) Affiliate represents, warrants and covenants to the Company that, to the extent that Affiliate outsources and/or subcontracts any aspect of the Affiliate Services to an Agent:

- I- the Affiliate shall use its best efforts to ensure that no act or omission of an Agent shall in any manner reflect adversely upon the goodwill, prestige, image, or reputation of the Company and/or the Software Program;
- II- the Affiliate shall provide the name and contact information for each Agent of the Affiliate who is performing any aspect of the Affiliate Services; and
- III- there shall be no privity of contract (express, implied or otherwise) between the Company and the Agent.

(c) With respect to any and all obligations of the Affiliate under this Agreement that are or will be performed by an Agent of the Affiliate, the Affiliate expressly understands and agrees that the Affiliate shall at all time remain fully responsible for the discharge of any and all such obligations in strict accordance with this Agreement and shall also be responsible for each and every Agent’s compliance with the terms and conditions of this Agreement to the same extent Affiliate would be responsible for its own compliance with the terms and conditions of this Agreement.

(d) Affiliate shall not disclose to any Agent any of the Company’s Proprietary Information (as such term is defined in that certain Confidentiality and Non-Disclosure Agreement dated concurrently herewith by and between the Company and the Affiliate (the “Confidentiality Agreement”)) unless such Affiliate has a need to know such Proprietary Information for purposes of performance of the Affiliate Services and has agreed in writing to protect the confidentiality of such Proprietary Information in a manner that is equivalent to that required of the Affiliate under the Confidentiality Agreement.

(e) Upon demand, the Affiliate does hereby agree to unconditionally indemnify the Company and its affiliated corporations, limited liability companies, partnerships, shareholders, member, officers, directors, managers, employees, independent contractors, personal representatives, heirs, attorneys, agents, and assigns (individually, a “Company Indemnified Party” and collectively, the “Company Indemnified Parties”) against, and to protect, save and keep harmless the Company Indemnified Parties from, and to pay on behalf of or reimburse the Company Indemnified Parties as and when incurred for, any and all liabilities (including liabilities for taxes), obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, penalties, interest, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys’, accountants’ and expert witnesses’ fees) of whatever kind and nature, that may be imposed on or incurred by any Company Indemnified Party as a consequence of, in connection with, incident to, resulting from or arising out of or in any way related to (i) any and all claims brought against a Company Indemnified Party by an Agent of the Affiliate or any other person and/entity claiming rights under and/or through the Agent of the Affiliate, (ii) the engagement of the Agent by the Affiliate, (iii) the

relationship between the Affiliate and the Agent, and/or (iv) any act or omission of the Agent. The provisions of this paragraph 2.(e) shall survive the termination of this Agreement.

### **3. Performance of Affiliate Services:**

- (a) In connection with the identification of Prospective Subscribers:
- I- the Affiliate and/or its Agents (collectively referred to herein as the “Affiliate” for purposes of this Section 3) agrees to use its best efforts to generate, at its own expense, advertising and marketing materials (“Marketing Materials”) to send and communicate with Prospective Subscribers in order to generate inquiries from those Prospective Subscribers who are seeking a debt settlement solution; provided, however, the amount of marketing and advertising to be undertaken by the Affiliate shall be determined by Affiliate in its sole discretion.
  - II- The Affiliate represents, warrants, and covenants to the Company that the Affiliate shall not use and/or reference the Company’s name, logo, domain name and/or any other of the Company’s intellectual property (the “Company Intellectual Property”) in the Marketing Materials without the prior written consent of the Company. To the extent that the Company consents (which consent shall be revocable at any time) in writing to the use of the Company Intellectual Property in connection with the Marketing Materials, the Parties acknowledge and agree that the Company Intellectual Property shall at all times remain the sole and exclusive property of Company and that Affiliate shall obtain no rights in or with respect to the Company Intellectual Property (including without limitation any right to make any derivative works based thereon), except as the limited and revocable right to use the Company Intellectual Property in connection with the Marketing Materials. The Affiliate understands and agrees that the Company has the right, at any time, and from time to time, to alter, modify and/or change any aspect of the Company Intellectual Property in its sole and absolute discretion.
  - III- The Affiliate shall disclose to each Prospective Subscriber that the Affiliate is not an agent for, subsidiary of, or a corporate affiliate of the Company, and that the sole business of the Affiliate is that of a marketing and referral agency whose sole function is the identification of Prospective Subscribers to refer to the Company who are eligible to utilize the Software Program.

(b) The Affiliate shall maintain and staff a call center (the “Call Center”) during normal business hours to receive inquiries generated by its marketing activities; in connection therewith, the Affiliate shall establish, maintain and enforce its own internal rules and procedures to ensure that the Call Center is operated in a professional and first class business-like manner in accordance with applicable industry standards. Furthermore, the Affiliate represents, warrants, and covenants to the Company that it will only utilize and allow its employees and/or agents to utilize scripts and other documentation to describe the Software Program which have been approved by the Company in writing.

(c) The Affiliate shall immediately notify the Company to the extent that it becomes aware that any Subscriber Information has changed.

### **4. Compensation:**

(a) For each Subscriber whose Subscription Agreement has been accepted by the Company, the Company shall pay to the Affiliate a fee (a “Referral Fee”) in the amount and according to the terms set forth on Schedule A attached hereto.

(b) The Affiliate expressly understands and acknowledges that even though a Subscriber may have entered into a Subscription Agreement which has been accepted by the Company, it is possible that such Subscription Agreement may be cancelled pursuant to the terms and conditions of the Subscription Agreement. For each such cancellation, the Parties acknowledge and agree that the Company shall not be liable to Affiliate for the amount which was contemplated to be paid by the Subscriber and any refunds made by Company to the Subscriber shall be deducted from the next payment due to Affiliate under this Agreement.

## **5. Subscription Agreement and Subscribers**

The Affiliate understands and agrees that:

(a) the Company, in its sole and absolute discretion, has the right to accept and/or reject any Subscription Agreement for any reason.

(b) any Subscriber who enters into a Subscription Agreement which is accepted by the Company shall be deemed to be a “Subscriber” of the Company, and as such, (i) the Subscriber shall have no privity of contract with the Affiliate, (ii) the Affiliate shall have no financial or other pecuniary interest in and to the Subscription Agreement, and (iii) the Company shall be deemed to be the sole and exclusive owner of the Subscriber Information. Furthermore, to the extent that any amounts that may be owed by the Subscriber to the Company from time to time constitute an “account” or a “general intangible” under the Uniform Commercial Code, the Company shall be the sole and exclusive owner of such account or general intangible.

## **6. Restrictive Covenants:**

(a) In order to induce Company to enter into this Agreement, the Affiliate represents, warrants and covenants to the Company that the Affiliate shall not, for a period of one (1) year (the “Restriction Period”) after the expiration, natural termination or earlier termination of this Agreement:

- I- contact any past Subscriber, current Subscriber or Prospective Subscriber (collectively “Subscribers” for purposes of this paragraph 6), or the purpose of (i) soliciting or attempting to solicit from any such person any debt settlement and/or related services, (ii) interfering or attempting to interfere in any other manner with the Subscriber’s use of the Software Program, (iii) disparaging or attempting to disparage the Company or (iv) selling or attempting to sell any products offered by third parties that are similar to and/or competitive with those of the Company for the term of this Agreement; and/or
- II- directly or indirectly, recruit, hire, employ, or attempt to recruit, hire, or employ any employee of Company, or induce or attempt to induce any employee of the Company to terminate their employment relationship with the Company, or in any way interfere with the employment relationship between the Company and any of its employees; and/or
- III- directly or indirectly, cause, induce, persuade or encourage or attempt to cause, induce, persuade or encourage any supplier, vendor, manufacturer, licensee, licensor, franchisee, independent contractor, consultant or other any other person or entity that

maintains a business relationship with the Company to (i) cease doing business with or rendering services for Company or (ii) modify, terminate, cancel, reduce the extent of or revoke any business arrangement, agreement, or relationship with the Company; and/or

IV- directly or indirectly, in any way interfere with the relationship, whether formal or informal, between the Company and any past Subscriber, current Subscriber, Prospective Subscriber, supplier, vendor, manufacturer, licensee, licensor, business contact, contractor, or any other parties and/or agents with whom the Company conducts business or maintains a relationship.

(b) The Restriction Period shall not include those time periods during which, in the reasonable discretion of the Company, the Affiliate has violated any of the any of the forgoing restrictive covenants (the "Restrictive Covenants"). Such periods of time during which the Affiliate is in violation of the Restrictive Covenants shall be in addition to the foregoing one (1) year period.

(c) The Affiliate and the Company covenant to one another that:

- I- the Restrictive Covenants (i) are designed to protect the legitimate business interests of the Company; (ii) are fully required to protect the legitimate business interests of the Company; (iii) do not confer a benefit to the Company which is disproportionate to the detriment of the Affiliate;
- II- the Restrictive Covenants are reasonable under all circumstances and that neither Party shall seek to avoid any obligations contained in this paragraph 6 by claiming or pleading the unreasonableness of any the Restrictive Covenants; and
- III- any violations of the Restrictive Covenants could have a substantial detrimental and/or materially adverse effect on the Company.

(d) The Affiliate recognizes that the provisions of this paragraph 6 are of vital importance to the continuing welfare of Company, and its affiliates, and that money damages would constitute a totally inadequate remedy for any violation thereof. Accordingly, in the event of any such violation by the Affiliate, the Company, and its affiliates, in addition to any other remedies available thereto, shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by the Affiliate (without the necessity of posting a bond in connection therewith) for any violation of this paragraph 6.

(e) The provisions of this paragraph 6 shall survive the termination of this Agreement.

(f) The Affiliate acknowledges of prohibition on any fees being collected from clients.

(Cyrus Global does not collect any upfront fees from clients and restricts any affiliate from doing so, or it will be a violation and breach of contract, and all the liability arising from it will be responsible by the affiliate.

## **7. Compliance with Laws:**

(a) Affiliate shall use its best efforts to comply with all applicable laws relating to debt settlement marketing to consumers (“Debt Settlement Laws”), including, but not limited to, state and federal telephone sales laws (including without limitation the federal Telephone Sales Rule, as amended from time to time), state telemarketing license requirements, the Credit Repair Organizations Act, all state UPL regulations, and no-call list subscription and use requirements.

(b) Upon demand, the Affiliate does hereby agree to unconditionally indemnify every Company Indemnified Party against, and to protect, save and keep harmless the Company Indemnified Parties from, and to pay on behalf of or reimburse the Company Indemnified Parties as and when incurred for, any and all liabilities (including liabilities for taxes), obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, penalties, interest, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys’, accountants’ and expert witnesses’ fees) of whatever kind and nature, that may be imposed on or incurred by any Company Indemnified Party as a consequence of, in connection with, incident to, resulting from or arising out of or in any way related any and all claims brought against a Company Indemnified Party for the alleged or actual noncompliance with any and all Debt Settlement Laws by the Affiliate and any of its Agents. The provisions of this paragraph 7. (b) shall survive the termination of this Agreement.

## **8. Indemnification Obligations:**

(a) Without limiting the generality and/or application of paragraph 7.(b), the Affiliate does hereby agree to unconditionally indemnify the each Company Indemnified Party against, and to protect, save and keep harmless the Company Indemnified Parties from, and to pay on behalf of or reimburse the Company Indemnified Parties as and when incurred for, any and all liabilities (including liabilities for taxes), obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, penalties, interest, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys’, accountants’ and expert witnesses’ fees) of whatever kind and nature, that may be imposed on or incurred by any Company Indemnified Party as a consequence of, in connection with, incident to, resulting from or arising out of or in any way related to: (i) any act or omission made by the Affiliate (or any of its agents, contractors, subcontractors or employees) related to the Affiliate Services or which constitutes a breach of any of the terms of this Agreement; (ii) any breach by the Affiliate of any of the covenants and/or representations and warranties made by the Affiliate or (iii) any untrue or inaccurate representation made in this Agreement.

(b) The Company does hereby agree to unconditionally indemnify the Affiliate and its affiliated corporations, limited liability companies, partnerships, shareholders, member, officers, directors, employees, independent contractors, personal representatives, heirs, attorneys, agents, and assigns (individually, an “Affiliate Indemnified Party” and collectively, the “Affiliate Indemnified Parties”) against, and to protect, save and keep harmless the Affiliate Indemnified Parties from, and to pay on behalf of or reimburse the Affiliate Indemnified Parties as and when incurred for, any and all liabilities (including liabilities for taxes), obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, penalties, interest, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys’, accountants’ and expert witnesses’ fees) of whatever kind and nature, that may be imposed on or incurred by any Affiliate Indemnified Party as a consequence of, in connection with, incident to, resulting from or arising out of or in any way related to: (i) any act or omission made by the Company (or any of its agents, contractors,

subcontractors or employees) related to Subscriber's use of the Software Program or which constitutes a breach of any of the terms of this Agreement; (ii) any breach by the Company of any of the covenants and/or representations and warranties made by the Company or (iii) any untrue or inaccurate representation made in this Agreement.

## **9. Relationship of Parties:**

(a) Notwithstanding anything contained in this Agreement to the contrary, or any actions of either Party or circumstances arising out of or in connection with this Agreement, the Parties acknowledge that in no event will the Affiliate be considered an employee, partner or joint venturer of Company. As such, the Affiliate has no authority to bind the Company or incur any obligation or liability on behalf of the Company and will not state or imply that the Affiliate has such authority.

(b) Without limiting the generality of the foregoing, nothing contained in this Agreement shall (i) authorize, empower or constitute the Affiliate as the agent of the Company in any manner; (ii) authorize or empower the Affiliate to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of the Company; or (iii) authorize or empower the Affiliate to bind the Company in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Company.

## **10. Representations and Warranties:**

(a) Company represents and warrants to the Affiliate that the Company has obtained the required licenses and/or consents required to operate the Software Program.

(b) Affiliate and Company each represent and warrant to the other as follows: (i) it is a business entity duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it has all requisite corporate power and authority to own or lease and operate its property, to carry on its business as now conducted or proposed to be conducted, and to execute this Agreement; (iii) it is in good standing wherever necessary to carry on its present and proposed business and operations, except in jurisdictions in which the failure to be in good standing has not had, would not have, and could not reasonably be expected to have a material adverse effect; (iv) this Agreement has been duly authorized, executed, and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or similar laws relating to or affecting creditors' rights generally, general equitable principles (regardless of whether considered in a proceeding in equity or law); (v) it has all material approvals, licenses, and other permits of all governmental or regulatory agencies, and has otherwise complied with all requirements of law reasonably necessary or appropriate to conduct its present and proposed business and operations.

## **11. Term and Termination:**

(a) The term (the "Term") of this Agreement shall be perpetual unless this Agreement is terminated as a result of any of the following events:

- I- If the Affiliate breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the Company describing such breach in reasonable detail, then the Company may terminate this Agreement; provided, however, in the event that the Affiliate has not cured the breach

with the foregoing thirty (30) day period, but is diligently attempting to cure the breach in good faith, then the Affiliate shall have an additional reasonable period of time to cure such breach.

- II- If the Company breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the Affiliate describing such breach in reasonable detail, then the Affiliate may terminate this Agreement; provided, however, in the event that the Company has not cured the breach with the foregoing thirty (30) day period, but is diligently attempting to cure the breach in good faith, then the Company shall have an additional reasonable period of time to cure such breach.
- III- If the Company and the Affiliate mutually agree in writing to terminate the Agreement.
- IV- The discontinuance, dissolution, liquidation and or winding up of either Party's business,
- V- The making, by either Party, of any general assignment or arrangement for the benefit of creditors; the filing by or against any Party of a petition to have it adjudged bankrupt under bankruptcy or insolvency laws, unless such petition shall be dismissed or discharged within sixty (60) days; the appointment of a Trustee or receiver to take possession of all or substantially all of either Party's assets, where possession is not restored to the appropriate party within thirty (30) days; or the attachment, execution or judicial seizure of all or substantially all of either Party's assets where attachment, execution or judicial seizure is not discharged within thirty (30) days.

(b) Notwithstanding anything in this Agreement to the contrary, the Affiliate expressly understands and agrees that (i) any use of Company Intellectual Property without the prior written approval of Company, (ii) any misappropriation of the Company Intellectual Property, (iii) any breach by the Affiliate under that certain Confidentiality Agreement and/or (iv) any misrepresentation by the Affiliate to any third party regarding the Software Program and/or the Company, shall be considered a material breach of this Agreement incapable of cure, and at the option of Company, the Company has the right terminate this Agreement immediately upon the occurrence of the foregoing events.

(d) Upon termination or expiration of this Agreement, the Affiliate shall return all materials provided by the Company to the Affiliate or in the possession of the Affiliate as a result of this Agreement.

## **12. Miscellaneous:**

(a) **Attorney Fees and Costs.** In the event of a dispute with reference to this Agreement, the prevailing Party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) in any arbitration or litigation proceeding in connection therewith shall be entitled to receive reasonable attorneys fees and costs incurred in the resolution of such dispute at all levels, including appeals.

(b) **Construction.** Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

(c) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.

(d) Dispute Resolution. In the event of any dispute arising from this Agreement, the Parties agree to submit the matter for resolution by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association before an independent single arbitrator mutually agreed upon by the Parties at a location mutually agreed upon by the Parties. Unless otherwise agreed upon by the Parties, the arbitrator shall have full power to make such orders, rules and regulations as he or she deems just and expedient in respect to any procedure or matter involved in this arbitration. IN AGREEING TO ARBITRATION, THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, EACH PARTY IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. Any award rendered by the arbitrator pursuant to this Agreement shall be enforceable in the jurisdictions where each of the Parties is legally organized.

(e) Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to its subject matter, and no amendment, modification or waiver of any paragraphs or provisions thereto shall be valid unless undertaken in conformity with this Agreement and unless in writing and signed by all Parties hereto.

(f) Facsimile/Electronic Execution. Signatures on counterparts of this Agreement transmitted by facsimile or by electronic means are hereby authorized and shall be acknowledged as if any such signature included on any such counterpart and so transmitted was an original execution.

(g) Governing Law. This Agreement is to be construed and interpreted in accordance with the laws of the state of Florida, without regard to principals of conflict of law.

(h) Non-Waiver of Rights. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of either Party to enforce each and every provision in accordance with its terms. No waiver by either party hereto of any breach by the other Party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions at that time or at any prior or subsequent time.

(i) Notices. Any and all notices or other communications provided for herein to be given by any party to another party shall be personally delivered, sent by overnight courier or delivery service, or mailed by certified or registered United States mail, postage prepaid, addressed to the respective parties as follows:

If to the Company: **Cyrus Global LLC**  
4007 W. 6th st. #A, Los Angeles, CA 90020  
Phone: 213-355-5962  
Fax: (213) 355-5988  
Email: [james@cyrusglobal.net](mailto:james@cyrusglobal.net)

If to the Affiliate:

(j) No-Assignment By Affiliate. Except as otherwise expressly permitted under Section 2 of this Agreement, this Agreement is personal to the Affiliate and neither this Agreement nor any of the rights or obligations of the Affiliate hereunder shall be assigned or delegated by the Affiliate without the prior written consent of the Company, which consent may withheld in the sole and absolute discretion of the Company.

(k) Reference. Reference to this Agreement shall include any amendments or renewals thereof. References to the term of this Agreement shall include any renewals hereof.

(l) Severability. If any paragraph or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions hereof, all of which paragraphs and provisions and portions thereof are hereby declared severable.

(m) Titles and Captions. The titles and captions of the paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

The Company: **Cyrus Global LLC**

Signature: \_\_\_\_\_  
Name:  
Title: CEO

The Affiliate:

Signature: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

## Schedule A: Compensation

**Background and Acknowledgment:**

The Parties acknowledge and agree that:

1. The Subscription Agreement will require the Subscriber to pay to the Company the following fees (the “Subscription Fee”) which are comprised of the following fees:

(a) A monthly fee (the “Monthly Maintenance Fee”) of at least \$49.00 per Subscriber; and

(b) A fee (each, a “Facilitation Fee”) equal to 15% of the debt (of the Subscriber) that has been uploaded into the Software Program and subsequently settled through the use of the Software Program.

2. Notwithstanding the foregoing, the Company expressly reserves the right to make any changes and/or revisions to the Subscription Agreement, including but not limited to the amount of the Monthly Maintenance Fee and/or the Facilitation Fee, at any time and from time to time, in the sole and absolute discretion of the Company.

3. Even though the Company collects the Monthly Maintenance Fee pursuant to the terms of the Subscription Agreement, the Company pays any all such Monthly Maintenance Fees to a licensor of the Software Program.

**Affiliate Software Licensing, Sign-Up, Setup, and Training Fees:**

Upon the signing of this Agreement, Affiliate must make a onetime Software Licensing, Sign-Up, Setup, and Training Fee payment of \$2,500. (Waived ) Free of charge for American Debt enders \_\_\_\_\_

**Compensation Payable to the Affiliate under Section 4(a) of the Agreement:**

The Parties agree that for each Subscriber sourced from the Affiliate whose Subscription Agreement has been accepted by the Company (each, a “Paying Subscriber”), the Company shall pay to the Affiliate a fee (a “Referral Fee”) in the amount according to the following table:

Monthly Volume	Payback = % of “Facilitation Fee” actually received by the Company from each “Paying Subscriber.”
Up to 50 files	Minimum Compensation = 50%
51 – 100 files	55%
101 – 150 files	60%
151 – 250 files	65%
251 + files	Maximum Compensation = 70%

**Cash Advance Against Debt Defense Shield Fees:** the Company shall pay to the Affiliate and his Affiliates a cash advance against projected “Debt Restructure” fees according to the following schedule:

Debt Amount (up to)	DDS Plan Fees	Enrollment Fee	Affiliate Cash Advance
\$29,999	\$1,500	\$300	\$720
\$39,999	\$2,000	\$300	\$920
\$49,999	\$2,500	\$300	\$1,120
\$59,000	\$3,000	\$300	\$1,320
\$69,000	\$3,500	\$300	\$1,520
\$79,999	\$4,000	\$300	\$1,720
\$89,999	\$4,500	\$300	\$1,920
\$99,000	\$5,000	\$300	\$2,120
Over \$99,000	\$5,500	\$300	\$2,320

This cash advanced will be deducted from any earned “Debt Restructure” fees earned by Company from debtor and for which Affiliate and Affiliates receive a “Debt Structure Referral Fee.”

**Refunded Fees:**

If any fees are refunded to debtor, Affiliate will pay back to Company proportional amounts to any and all refunds.

**Payment of the Referral Fee to the Affiliate:**

The Parties acknowledge and agree that the Company will engage the services of Noteworld, LLC (“Noteworld”) to serve as the paymaster for the Software Program and to arrange for the payments required under this Agreement. Accordingly, the Company shall instruct Noteworld to pay the applicable Referral Fee with respect to each Paying Subscriber to the Affiliate after the collection of the Facilitation Fee by the Company from each Paying Subscriber.

Furthermore, the Affiliate shall be responsible for (i) any and all costs and/or expenses required to set up an Affiliate account (the “Affiliate Account”) with Noteworld, (ii) any and all costs and/or expenses relating to the servicing and/or maintenance of the Affiliate Account, and/or (iii) any and all costs and/or expenses relating to the payment of any funds from the Affiliate Account to any other account, including but not limited to, accounts maintained by and/or for the benefit of an Agent of the Affiliate.

Initials: \_\_\_\_\_,  
Company, Affiliate