

RETAINER AGREEMENT

This agreement spells out the specific terms that our company, SHAMROCK CREDIT REPAIR PROFESSIONALS, will work to remove negative items that are misleading, obsolete and/or inaccurate. By submitting this form you agree and adhere to all terms contained within this agreement.

SHAMROCK CREDIT REPAIR PROFESSIONALS will use federal law in the attempt to correct errors and other misleading information found in your credit reports by challenging the credit items that you identify to SHAMROCK CREDIT REPAIR PROFESSIONALS as inaccurate, misleading, or unverifiable. When SHAMROCK CREDIT REPAIR PROFESSIONALS receives legible copies of your credit reports, it will draft, sign, and send letters to the three major credit bureaus on your behalf and in your name. This retainer agreement does not include litigation services. SHAMROCK CREDIT REPAIR PROFESSIONALS cannot guarantee a specific outcome or accurately predict how long the process will take. This process may take more or less than six months, but you may cancel this agreement at any time. SHAMROCK CREDIT REPAIR PROFESSIONALS does not charge you in advance for any services. It charges you only after the initial setup, and the work from each month, have been performed.

While retaining SHAMROCK CREDIT REPAIR PROFESSIONALS'S services, you represent that:

- 1) You agree to notify SHAMROCK CREDIT REPAIR PROFESSIONALS of items appearing on your credit report that you identify as inaccurate, misleading, or unverifiable.
- 2) You authorize SHAMROCK CREDIT REPAIR PROFESSIONALS to contact the credit bureaus and your creditors on your behalf to challenge items appearing on your credit report, as determined by law.
- 3) You agree to not communicate with the credit bureaus without written correspondence from SHAMROCK CREDIT REPAIR PROFESSIONALS authorizing you to do so during your service.
- 4) You agree that this agreement shall terminate by its own terms 180 days after the date you signed up. However, you may cancel this agreement at any time and for any reason after 30 days with no obligation other than paying for the case work already completed.

5) You agree that while in many cases dramatic results are seen within 90 days of SHAMROCK CREDIT REPAIR PROFESSIONALS receiving your credit reports, it is impossible to predict the time required to achieve results in any specific case. It is also impossible to predict or guarantee the specific outcome or success of any situation and that no such predictions or guarantees are being proffered.

6) You agree to allow SHAMROCK CREDIT REPAIR PROFESSIONALS the ability to do all of the work and take all of the action required, and as permitted by law to enforce your pre-litigation rights. Specifically, you authorize SHAMROCK CREDIT REPAIR PROFESSIONALS to draft correspondence with the credit bureaus and creditors on your behalf. You specifically grant SHAMROCK CREDIT REPAIR PROFESSIONALS the authority to sign your name upon such letters and correspondence as necessary or required. This authority is referred to as a Limited Power of Attorney.

7) You understand that SHAMROCK CREDIT REPAIR PROFESSIONALS will not consolidate any of your debts nor make any payments toward settling your outstanding negative items appearing on your credit report, whether or not they are inaccurate, misleading, or unverifiable.

8) You agree to provide SHAMROCK CREDIT REPAIR PROFESSIONALS with 5 days prior notice if you change your email or mailing address, or wish to change your method of payment.

9) You agree to allow SHAMROCK CREDIT REPAIR PROFESSIONALS to obtain copies of your credit reports from all three major credit bureaus (Experian, Equifax and Trans-Union), once upon signing up, once 30 days after signing up, once 60 days after signing up, once 90 days after signing up and once 120 days after signing up. You also agree to forward all correspondence received from the credit bureau or creditors to SHAMROCK CREDIT REPAIR PROFESSIONALS. You understand that these items are required in order for SHAMROCK CREDIT REPAIR PROFESSIONALS to provide its services.

10) You understand that you may cancel this agreement for any reason without any penalty or obligation provided cancellation occurs before midnight of the fifth business day that you sign this agreement and become a client of SHAMROCK CREDIT REPAIR PROFESSIONALS.

Cancellation may be effected by writing to SHAMROCK CREDIT REPAIR PROFESSIONALS at P.O. Box 1912, Simi Valley, California 93062-1912, or by sending an email to stopservices@shamrockcreditrepair.com. Please be sure to include your name, client number or social security number and reason for canceling.

11) You authorize SHAMROCK CREDIT REPAIR PROFESSIONALS to collect an initial non-refundable file setup cost of \$450.00 upon signing up and to collect a \$10.00 monthly retainer fee 30 days thereafter for work completed during the preceding time period. This payment will be collected 30 days after the initial sign up date, 60 days after the initial sign up date, and 90 days after the initial sign up date for a total charge of \$480.00. The amount of work required for your case will vary over time. SHAMROCK CREDIT REPAIR PROFESSIONALS will often perform more work than the fee covers. However, you will not be charged for the additional work. You grant SHAMROCK CREDIT REPAIR PROFESSIONALS permission to (i) withdraw the earned funds from your credit card or bank account unless you terminate this agreement and (ii) if you pay with a credit card or debit card, to verify your account information by allowing SHAMROCK CREDIT REPAIR PROFESSIONALS to capture the setup cost of \$200.00 (which can be released if you choose to cancel this agreement within the 5 day grace period). Any late or non-payments will be reported to all major credit bureaus.

12) You agree that you are retaining SHAMROCK CREDIT REPAIR PROFESSIONALS to work to improve your credit standing and credit score.

13) You agree to having read this complete agreement and the Disclosure Statement provided below.

14) You understand that this website is operated by SHAMROCK CREDIT REPAIR PROFESSIONALS a California Corporation providing services solely within the state of California pursuant to California State Law and Federal Laws, and that you may have significant state rights in other states. Any attorney(s) servicing clients of SHAMROCK CREDIT REPAIR PROFESSIONALS are licensed by the State Bar of California and are regulated by California laws and regulations. SHAMROCK CREDIT REPAIR PROFESSIONALS under the terms of this agreement will not make an appearance nor make filings on your behalf before any state, federal or other tribunal. The services provided under this agreement are limited to the pre-litigation efforts described above.

15) You agree that you intentionally sought out SHAMROCK CREDIT REPAIR PROFESSIONALS, which is based in the State of California, to perform the services identified here, and that the services may be performed by any employee or attorney or legal assistant working for or in association with SHAMROCK CREDIT REPAIR PROFESSIONALS.

16) You understand that SHAMROCK CREDIT REPAIR PROFESSIONALS will not discuss your case with your spouse, or anyone

else, unless you submit a written request authorizing SHAMROCK CREDIT REPAIR PROFESSIONALS to do so.

17) You understand that you have a right to proceed against the bond under the circumstances and in the manner set forth in California Civil Code Section 1789.18, which states:

“No credit services organization shall conduct business in this state unless the credit services organization has first obtained a surety bond in the principal amount of one hundred thousand dollars (\$100,000) issued by an admitted surety and the bond complies with all of the following:

(a) The bond shall be in favor of the State of California for the benefit of any person who is damaged by any violation of this title. The bond shall also be in favor of any individual damaged by those practices.

(b) Any person claiming against the bond for a violation of this title may maintain an action at law against the credit services organization and against the surety. The surety shall be liable only for actual damages and not the punitive damages permitted under Section 1789.21. The aggregate liability of the surety to all persons damaged by a credit services organization’s violation of this title shall in no event exceed the amount of the bond.

(c) The bond shall be maintained for two years following the date on which the credit services organization ceases to conduct business in this state.

A copy of the bond shall be filed with the Secretary of State.”

The name and address of the surety company which issued the bond is:

SHAMROCK CREDIT REPAIR PROFESSIONALS’ principal business address is:

SHAMROCK CREDIT REPAIR PROFESSIONALS' authorized Agent for Service of Process is:

Governing Law, Venue, and Jurisdiction. This agreement is deemed to have been executed and performed exclusively in the State of California. California law, without regard to conflict of law provisions, exclusively governs the application and enforcement of the agreement. Any legal or equitable action concerning this agreement shall be initiated only in Los Angeles County, California and both parties agree to submit to the personal and exclusive jurisdiction of the Courts therein.

Arbitration and Class Action Waiver. Any dispute between you and SHAMROCK CREDIT REPAIR PROFESSIONALS shall be settled by binding arbitration which shall be initiated and conducted only in Los Angeles, California. To the fullest extent allowed by law, you understand and agree that you will neither initiate nor participate as a class representative or as a class member in any class action law suit brought against SHAMROCK CREDIT REPAIR PROFESSIONALS.

Entire Agreement. This agreement constitutes the entire agreement between you and SHAMROCK CREDIT REPAIR PROFESSIONALS and may only be modified in writing.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

You may cancel this contract without penalty or obligation at any time before midnight of the fifth business day after the date on which you signed the contract. See the attached Notice of Cancellation form for an explanation of this right.

CLIENT:

Date

Signature

Print Name

Social Security Number

SHAMROCK CREDIT REPAIR PROFESSIONALS:

Date

Signature

Print Name

Title