

# National Financial Freedom, LLC.

111 2<sup>nd</sup> Ave NE #900 – St Petersburg, FL 33701, Phone: 1.800.935.9717 Fax: 727.490.2938

## Affiliate Agreement – Principal Reduction & Loan Modification

This contract is entered into this date \_\_\_\_/\_\_\_\_/\_\_\_\_

In Pinellas County, Florida between, National Financial Freedom, LLC. (hereinafter “NFF”.) AND the company:\_\_\_\_\_. (hereinafter “Affiliate”), Located at:\_\_\_\_\_

The provisions of this agreement shall be legally binding upon the Affiliates signs this agreement and is received by NFF.

### Scope

NFF will provide the back-end solution for a Principal Reduction and Loan Modification Program. Affiliates understand that are no guarantees to obtain any specific results. Affiliate will be responsible to collect all information from their client’s, and supporting documentation, and any fees from their client’s.

Affiliate understand all files are subject to pre-approval from our investors, and this requires a credit report and a BPO/REO report that need to be pulled by the system we are providing. These fees will be paid to e-Managing Solutions, Inc. \$25 for credit report (single or joint), and \$199.95 for the BPO report. We do not accept any third-party BPO or previous credit reports. In the event any price adjustments for these reports, your company will be notify 30 days before takes effect.

### Termination

Either party may terminate the above-mentioned disclosure arrangements and these discussions at any time upon 30 days written notice to the other party.

NFF reserves the right to terminate this agreement immediately if NFF is misrepresented in any way and is held anything short of the highest ethical standards. NFF and its attorneys have built a long standing relationship in the mortgage and real estate industry. NFF has held the highest ethical standards and wishes to hold its affiliates to that standard as well.

### Confidentiality

Both parties agree that all negotiations and record disclosures shall be kept in accordance to the State Regulations and is the Affiliate responsibility to do this. NFF will be acting as processor and must have full access of all Back End work being processed and reserve the right to contact any client at any given time.

### **Confidentiality Provisions:**

Each party agrees that during the time of affiliation we will each have access to and will be entrusted with detailed Confidential Information<sup>1</sup> relating to the other party. Confidential Information Includes: Any and all

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information which is contained in or discernible from any form whatsoever, whether verbal, written or electronically produced, formed, and/or reproduced, including but not limited to customer lists, charts, electronic data or databases, drawings, films, documents and/or computer readable media, whether or not marked and/or designated as confidential, and which is disclosed by NFF, its officers, other Affiliate(s), agents, and/or Designated representatives to, Affiliate; and/or; any and all information which is contained in or discernible from any form whatsoever, whether verbal, written or electronically produced, formed, and/or reproduced, including but not limited to customer lists, charts, electronic data or databases, drawings, films, documents and/or computer readable media, whether or not marked and/or designated as confidential, and which is obtained by Affiliate in the course of relationship with NFF and/or as a result of access to such information as a result of relationship with NFF in respect to NFF business and operations. The Confidential information includes, but is not limited to, customer list(s), commercial, financial, technical information and data, and/or information and data which concerns the Affiliate's and/or, NFF's., and

Each party agrees that the right to maintain the confidentiality of this information constitutes a proprietary right which the other party is entitled to protect and that NFF shall be damaged should the other party violate this agreement. Affiliate agrees to pay liquidated damages in the amount of \$25,000 and lawyer fees should a court of law determine that this confidentiality agreement was violated by Affiliate; and

Neither party shall disclose any confidential information to any person or entity or use same for any purpose which may give the party it or any competitor or other interested party an advantage over its counterpart in these discussions; and

This confidentiality agreement shall be given the widest possible interpretation and shall not be disclosed to any customers, suppliers, employees or other persons without the written consent of both parties. This provision shall not apply to disclosure to professional advisors, potential financiers, or appraisers, who shall maintain the same confidentiality as the party. Any violation of this confidentiality agreement shall be litigated solely within Pinellas, Florida, Superior Court, and Law Division.

### **Others**

NFF reserves the right to modify this program and agreement at any time.

### **Accepting New Agents**

Affiliate understands NFF may refer new agents to work under the affiliated company. New agents will be entitled to the same fee structure of our program and the affiliate company will keep \$500 per transaction, for the use of affiliate license.

### **Costs and Fees**

#### **Website & Technology**

The affiliate will provide a domain name or choose from one of the domain names we may have available. The affiliate's agrees to pay e-Managing Solutions, Inc. the amount of \$995 (includes \$175 for 1<sup>st</sup> month hosting) for the setup of the portal that will display the name of the affiliate (Company Name and contact information). The monthly cost to cover web-server and maintenance is \$175 (includes 1 user license), and \$49.95 per each additional agent to cover licensing of the system. NOTE: these fees are to cover setups, monthly maintenance, and hosting. You are not buying the software.

**Waiver**

e-Managing Solutions, Inc. will process any credit card fees for NFF. In the even the affiliate pays with credit card, for any service to NFF. The affiliate waived their right to do any charge-back and/or attempt any stop payment.

**Program Fee Structure**

FEES PAID BY CLIENT				
AVM/BPO \$	Principal Reduction via Buying Note	Principal Reduction via Loan Modification	Short-refinance	Loan Modification
\$200,000 and less	3% of new loan amount	\$1,995 + 1% of forgiven amount	\$1,995 + 1% of forgiven amount	\$1,995
\$200,000 to \$300,000	3% of new loan amount	\$2,995 + 1% of forgiven amount	\$2,995 + 1% of forgiven amount	\$2,995
\$301,000 to \$500,000	3% of new loan amount	\$3,995 + 1% of forgiven amount	\$3,995 + 1% of forgiven amount	\$3,995
\$501,000 and more	3% of new loan amount	\$4,995 + 1% of forgiven amount	\$4,995 + 1% of forgiven amount	\$4,995
Splits	100% to Affiliate	50% Company / 50% Affiliate	50% Company / 50% Affiliate	50% Company / 50% Affiliate

Affiliate will follow the fee structure as set by our program, and is not allowed to charge any other fees.

Any changes to our fee structure program will require NFF written authorization.

Affiliate will pay NFF no later than 48hrs after payment is received from their client.

NFF is a processing company, only! NFF does NOT represent Affiliate’s client(s). NFF will NOT collect any fees from your client. NFF has no relationship, contractual obligation nor legal duty with Affiliate’s client. Affiliate agrees to hold NFF harmless should any litigation ensue based on the Affiliates client’s suit.

NFF is not held liable for any terms received by the client. NFF will not be held liable or responsible for any legal action taken against National Financial Freedom which is expanded to the broadest sense of the law.

National Financial Freedom, LLC.

Affiliate: \_\_\_\_\_

By: Daniel Caceres, President

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# e-Managing Solutions, Inc.

111 2<sup>nd</sup> Ave NE #900 – St Petersburg, FL 33701 Phone: 727-642-1166 Fax 727-490-2938 www.e-managingsolutions.com

## CREDIT/DEBIT CARD FORM

I, \_\_\_\_\_ authorize e-Managing Solutions, Inc. to charge \$995 a one-time fee (for a website setup), and after 30 days a monthly fee of \$175 (for website hosting) for a Principal Reduction / Loan Modification website. I am waiving my rights to do any chargeback or to stop this payment in any way.

Visa [ ] Mastercard [ ]

Name of Credit Card Holder: \_\_\_\_\_

Credit Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Month \_\_\_\_\_ Expiration Year \_\_\_\_\_

Security Code \_\_\_\_\_ (the 3 digits at the back of your card)

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

NOTE: The name of the credit card holder must be the same as the client name we did the services.  
\*\*\*\*\* MUST ATTACHED A **LEGIBLE** COPY OF THE CREDIT CARD \*\*\*\*\*