

Credit Dusters Affiliate Agreement

Made as of this day of _____, 20____, between Credit Dusters 3507 Carolmet Drive, Jeffersonville, IN 47130 and _____ located at _____

In consideration of the mutual promises contained within, the parties agree as follows:

1. Approval of Affiliate: Independent Affiliate is hereby approved on a non-exclusive basis to market the services of Credit Dusters via word of mouth referral, email marketing and internet traffic.
 - A. Affiliate must apply to strict adherence of the following rules:
 1. Approved affiliates should proactively promote Credit Dusters services, making no misrepresentations or deceptive statements about the services of Credit Dusters.
 2. Affiliate will not use any marketing materials other than what is provided by or approved Credit Dusters. Any affiliate created marketing materials must be approved by Credit Dusters in advance. Credit Dusters reserves the right to revoke affiliate status if unapproved marketing materials are used.
 3. Affiliate cannot attempt to collect any advance fees for referring applicants to Credit Dusters. This is an attempt at advance fee payment and a federal violation of the Credit Repair Organizations Act.
 4. Affiliate cannot increase the cost of services for any reason beyond the set pricing of Credit Dusters. All payments must be made directly through the Credit Dusters site.
 - B. Affiliate Campaign is built on a two tier platform. Our goal is for our affiliates to promote our services to new potential affiliates and earn income from both their primary conversions as well as their second tier referred affiliates. Affiliate shall be paid a commission based on net monthly revenue generated by the converted clients referred to Credit Dusters All commissions (Tier 1 and Tier 2) shall be deemed earned when a customer makes their payment(s) to Credit Dusters for any service to be performed. If affiliate status is revoked for any reason, commissions shall continue to be paid on all accounts that remain with Credit Dusters for a period up to 4 weeks. After that time, all commissions shall cease. In the event of any chargebacks, these commissions will be deducted from future commissions paid to affiliate. (Credit Dusters currently has a charge back rate of less than 1% of our total volume).
 1. Tier One Payout Explanation:
 - a. Credit Dusters collects payments from our clients after services are rendered. Therefore, Credit Dusters pays commission based on payments captured after each suite of services. Credit Dusters pays an aggressive commission while charging an affordable fee to our clients. Due to the nominal percentage of attrition (clients who neglect to pay), both Credit Dusters and our affiliates must share in this component of our services.
 - i. For affiliates who sign up one to four clients per month, a commission of 15% of paid services will be issued to the affiliate by the 15th of each month (following the payment made).

- ii. For affiliates who sign up between five and nine clients per month, a commission of 17.5% of paid services will be issued to the affiliate by the 15th of each month (following the payment made).
 - iii. For affiliates who sign up 10+ clients per month, a commission of 20% of paid services will be issued to the affiliate by the 15th of each month (following the payment made).
 - 2. Tier 2 Payout Explanation:
 - a. Credit Dusters appreciates your support as an affiliate and would like to compensate you for recommending others to endorse and promote us. For every new approved sub-affiliate (Tier 2 Affiliate) you refer to Credit Dusters, you will receive commissions of 5% of Tier 1 sub affiliate payouts each month, at the same time as Tier 1 commissions. There is no limit to the amount of sub-affiliates you can refer, and Credit Dusters will continue to pay commissions as long as you remain an approved affiliate.
 - C. Termination: Either party may terminate this agreement at will or at any time, with or without cause, by giving at least 14 days written notice of such termination to the other party. In addition, Credit Dusters may terminate this agreement immediately upon the occurrence of any of the following: (a) any default or breach on the part of Independent Contractor; (b) the failure of Affiliate to comply with any statute, law, or regulation applicable to Independent Contractor's or the Company's activities; or (c) any action that is determined by the company to be harming the reputation or goodwill of the company.
2. Affiliate: It is the intention of the parties to establish an independent contractual relationship rather than a hiring or employment. It is expressly understood that Credit Dusters reserves no right of direction over Affiliate other than rules set herein. Affiliate shall retain sole discretion and judgment, as to the manner and means of accomplishing the result of providing the service required by Credit Dusters. Beyond assuring that the operations comply with the law, Credit Dusters will neither direct nor control independent Contractor's activities as to hours, training, vacations, time off or other activities. Affiliate is not and shall not represent himself/herself to be the agent or employee of Credit Dusters. Affiliate shall have no power or authority to incur or contract any liability of any kind for or in the name of Credit Dusters or for which Credit Dusters could or might be liable to others.
3. Payroll Taxes: The Affiliate will not be treated as an employee for federal or state tax purposes with respect to services rendered under this agreement. Credit Dusters shall, to the extent it is legally required to do so, file all necessary tax information and reports with federal, state and local taxing authorities, including an Internal Revenue Service form 1099-MIS C, to report the income of the Affiliate arising under this Agreement. Credit Dusters shall not withhold or pay income taxes, social security or Medicare taxes, disability, worker's compensation, or unemployment insurance payments, or any other assessments or taxes from the compensation paid to Independent Contractor. The Affiliate agrees to report all income earned from Credit Dusters pursuant to this Agreement and pay all federal, state, and local income and self-employment taxes and other assessments required to be paid by Affiliate under the law.

4. Forms and Materials: Credit Dusters shall furnish Affiliate with all forms and materials. Affiliate may not use any promotional or order forms, materials or advertisements except as approved by Credit Dusters.
5. Right of Control: It is further agreed that Credit Dusters shall have no right to control or direct the details, manner or means by which the Affiliate performs its services.
6. Indemnification: Affiliate agrees to indemnify, protect and save harmless Credit Dusters from all claims, demands, suits or actions for damages to person or property, or for personal injuries or death that may be suffered by any third person or persons arising out of or incidental to the conduct of the business of Affiliate. Credit Dusters agrees to indemnify, protect and save harmless Affiliate from all claims, demands, suits or actions for damages to person or property that may be suffered by any third person or persons arising out of the services provided by Credit Dusters.
7. Logos: Affiliate shall not use or cause to be used, print or cause to be printed the name or logos of Credit Dusters, without the permission of Credit Dusters.
8. Confidentiality: Affiliate understands that the business of Credit Dusters is a highly competitive business and that Affiliate has access to customer lists, customer files, proposals, pricing procedures, systems, formulas, designs, techniques, marketing, financial records, development plans, franchise agreements, plans, prints, methods, research, ideas, processes, inventions, discoveries, equipment, methods of production, improvements and trade secrets and other confidential information which is proprietary to the company and its business. Independent Contractor, therefore, agrees not to disclose or release such information to any other parties including, but not limited to, those who may be in competition, directly or indirectly, with Credit Dusters during the term of this Agreement or at any time after termination of this Agreement.
9. Ownership of Accounts; No solicitation of Customers or Employees: Affiliate agrees that following termination of his/her affiliate relationship with Credit Dusters, he/she will not interfere with or attempt to impair the relationship between Credit Dusters and any of its customers or employees or other contractors, nor will Contractor attempt, directly or indirectly, to solicit, entice, hire or otherwise induce any customer or employee or contractor of Credit Dusters to terminate his, her or its association with Credit Dusters.
10. Waiver: Any waiver of breach of any provision in this agreement shall not operate as a waiver of any other breach of the same or any other provision, term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision, requirement or of any other provision.
11. Binding Effect: This agreement shall be binding on and inure to the benefit of the respective parties, their personal representatives, successors or assigns. The terms and conditions contained herein shall control all the present and future dealings between the parties.
12. Entire Agreement: This writing constitutes the entire agreement of the parties and there are no other such agreements or representations except as contained herein. This agreement may not be amended or modified except in a writing signed by both parties hereto.
13. Notices: Any notice required or permitted under this agreement shall be in writing and shall be deemed to be given if delivered personally or deposited in the United States Post Office, postage prepaid, addressed as appropriate either to Credit Dusters or Affiliate at

the address stated in this Agreement or at such other address as the parties may direct in writing.

14. Severability: If any portion of this Agreement is held invalid by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Affiliate:

Date

(Print Name)

Credit Dusters

By: _____

Date
