



## BENCHMARK FINANCIAL GROUPS, LLC. SERVICE AGREEMENT

You (the "Client") have requested the credit services of Benchmark Financial Groups, LLC, a California limited liability corporation located in Orange County, California ("Benchmark") and Benchmark has agreed to provide credit repair services pursuant to the terms herein. This Agreement is dated and effective upon the date that the Client accepts the terms herein.

### 1. Benchmark's Scope of Services:

Benchmark provides credit services developed by and managed under the supervision of our staff in compliance with all State and Federal laws. Benchmark's services include assisting you in evaluating your credit report and assisting in obtaining corrections or other actions to assist you in having your report be as accurate and, therefore, beneficial to you as possible. Benchmark does not offer credit to consumers or lend money to consumers. Upon execution of this Agreement, Benchmark shall provide the following services

Service 1 - Initial Set-Up. Upon execution of this agreement, Benchmark will perform the following set-up and related services (the "Initial Set-Up"): (i) set-up of the Client's profile, (ii) set-up and opening of the Client file, (iii) provide information about documents necessary and steps to proceed, (iv) provide telephone and email support for any questions you may have during the Initial Set-Up period. PLEASE NOTE: Benchmark does not provide credit reports. You are responsible for obtaining your credit reports. Upon the completion of the Initial Set-Up, Service 1 shall be deemed fully complete and performed.

### Service 2 - Monthly Services.

Each month that you choose or decide to remain a client, Benchmark will provide the following additional minimum services to the Client: (i) working to clear and/or correct your credit report of the credit and personal items which you believe are inaccurate, misleading or unverifiable, (ii) reminders about materials or information that the Client needs to provide to Benchmark, (iii) access to trained Benchmark credit advisors, (iv) review and analysis of your case file and correspondence from credit bureaus, as applicable, (v) assisting you in your individual efforts to restore your credit, (vi) filing with the appropriate credit bureaus requests for verification or clarification of all disputed items properly submitted by the Client to Benchmark during the month, as applicable, (vii) the electronic updating, maintenance and storage of the Client's case file, and (viii) provide unlimited access to the Client to access their account information. At the end of each month that you remain a client and that Benchmark provides Monthly Services described herein, Service 2 shall be deemed fully complete and performed for that month.

### 2. Outcome Guarantee and Estimated Length of Time

As the particular issues involved in each individual case vary from case to case, we cannot guarantee a specific outcome or accurately predict how long it will take. As such, the dispute process may take more or less than twelve months. On average, clients remain active for 6 to 8 months, although for each individual case, this average can be reduced or extended based upon the promptness of the client to forward necessary information and upon the number and circumstances of the issues being disputed on the individual's credit report.

### 3. Cost for Services:

The total amount charged to you will depend on the length of time that you choose to remain a client. Benchmark charges you an Initial Setup Payment at the completion of the first five (5) days of service. This payment covers all of the work fully and completely rendered as described in Paragraph 1, Benchmark's Scope of Services, section titled Initial Set-Up. This payment covers all of the work fully and completely rendered as described in Paragraph 1, Benchmark's Scope of Services, section titled Initial Set-Up. At the end of each month thereafter, Benchmark charges the monthly rate for

your Program to cover the services fully and completely rendered during that month as described in Paragraph 1, Benchmark's Scope of Services, section titled Monthly Services.

The rates charged are currently:

\$595 Initial Set-up Payment, \$37 Monthly Payments thereafter for each month that the Client chooses to participate in the program.

Benchmark does not charge in advance of any service being rendered. Benchmark charges only after the Initial Set-Up is complete and the monthly agreed upon services are rendered fully and completely for each month that the Client chooses to remain a Client.

#### 4. Terms for Payment:

You authorize and request Benchmark to initiate electronic debit entries via automated clearing house (ACH) with your financial institution, and you will authorize your bank to honor the debit entries initiated by Benchmark. This authority pertains to this agreement, the Initial Set-up fee, the Monthly Payments thereafter for each month that you choose to participate in the program, and any related ancillary documentation. You may be charged up to a \$25 fee if your ACH to Benchmark is not honored by your bank. Additionally, you grant Benchmark permission to ACH for earned but unpaid fees up to 90 days after termination of the Agreement.

#### 5. Cancellation Policy:

You may cancel this Agreement at any time, for any reason or no reason, by providing notification to Benchmark. To cancel this Agreement, you may mail or deliver a signed, dated notice stating your desire to cancel this Agreement, including your name, or any other written notice, to Benchmark Financial Groups, LLC at 65 Enterprise Aliso Viejo, CA 92656 In the alternative, you can cancel this contract by sending an email stating your name, Client Identification Number if known, and desire to cancel this transaction to [cancel@Benchmarkfingrp.com](mailto:cancel@Benchmarkfingrp.com) or simply call 1-949-716-2100. You can also complete the Cancellation Notice at the end of this agreement and return it via mail, email or fax.

Benchmark has the right to discontinue services and/or terminate this Agreement without prior notice if the Client defaults under this Agreement.

#### 6. Refund Policy:

If you cancel the Agreement within the first five (5) days, you are entitled to a complete refund of any funds paid to Benchmark. You understand and acknowledge that the initial Setup Payment is non-refundable after five (5) days of the date that your case is opened. After five (5) days, you may be entitled to a full or partial refund of any Monthly Payments. During any month, if we fail to provide the agreed upon services in Benchmark's sole discretion, we will refund your Monthly Fees for that month. To request a refund, simply mail a refund request, or email a refund request to [refund@Benchmarkfingrp.com](mailto:refund@Benchmarkfingrp.com) or call us.

#### 7. Limited Power of Attorney:

To provide our services for you pursuant to the Program you have selected, we require your permission to draft, sign, and send letters to creditors and the credit bureaus on your behalf and in your name specifically addressing the items on your credit report that you identify as inaccurate, misleading or unverifiable. By granting Benchmark a Limited Power of Attorney, you give Benchmark authority and permission to write and send letters to creditors and credit bureaus on your behalf and in your name.

#### 8. Client Obligations:

Client agrees to provide Benchmark with any and all information, in a timely manner, needed to facilitate the services to be provided to the Client. The Client authorizes Benchmark, its employees and agents to prepare all necessary correspondence, either written or electronic, relating to Benchmark's services and to submit to Benchmark any additional information legally required or necessary to support those services. The Client agrees to forward immediately

to Benchmark all correspondence from the credit bureaus, creditors or others relating to services provided by Benchmark. The Client understands that all information provided to Benchmark must be true and accurate to the best of the Client's knowledge. The Client agrees to print or save a copy of this Agreement to retain with your personal records. The Client acknowledges that Client intentionally sought out Benchmark in the State of California to perform services available under federal law only in and from the State of California. Client agrees that dispute letters drafted, signed and mailed on your behalf and/or in your name by Benchmark are proprietary to Benchmark and will not be kept as part of your client file. Client agrees to make copies of any documents provided to Benchmark to retain with your personal records. Benchmark may not return documents forwarded by you. Client understands that Benchmark is not a law firm, but instead is a corporation offering credit report repair services developed by and managed by our staff.

#### 9. Arbitration:

Any claim arising out of or relating to this Agreement or Benchmark's services, or the enforceability or scope of this arbitration provision, or the enforceability of this Agreement, shall be settled by binding arbitration on an individual basis and not consolidated with any other person's claim. The arbitration shall be conducted through and in accordance with the commercial arbitration rules of the American Arbitration Association. For a copy of their procedures, contact the American Arbitration Association at [www.adr.org](http://www.adr.org). The arbitrator's decision will be final and binding except for any appeal rights under the Federal Arbitration Act. To the maximum degree available, the arbitration shall be conducted solely and exclusively in Orange County, California.

IF A CLAIM OR DISPUTE IS TO BE ARBITRATED PURSUANT TO THIS AGREEMENT, NEITHER THE CLIENT NOR BENCHMARK SHALL HAVE THE RIGHT TO LITIGATE THE CLAIM OR DISPUTE IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM OR DISPUTE. PRE HEARING DISCOVERY RIGHTS AND POST HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER THE CLIENT NOR BENCHMARK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CLIENTS OF BENCHMARK WITH RESPECT TO THEIR AGREEMENTS WITH BENCHMARK OR BENCHMARK'S SERVICES, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

If the arbitration clause above is held not to be enforceable by any court or through any arbitration proceeding, then to that extent, any legal or equitable action concerning this Agreement that involves the Agreement or Benchmark's services shall be initiated and conducted only in the state or federal courts in Orange County, California, on an individual basis and not consolidated with any other person's claim. Both parties (You and Benchmark) agree to submit to the exclusive personal jurisdiction of those courts.

#### 10. Applicable Law and Jurisdiction:

This Agreement is made in Orange County, state of California, United States of America. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement, including application and/or interpretation of the arbitration provision, or Benchmark's services shall be an appropriate state of federal court located in Orange County in the state of California.

#### 11. Joinder and Class Action:

No dispute concerning this Agreement or Benchmark's services to be resolved by binding arbitration or by any court may be joined with another lawsuit or other proceeding involving a dispute or any other person or entity, or resolved on a class-wide basis.

#### 12. Prevailing Party:

If any litigation or other proceeding is brought by either party in connection with this Agreement or Benchmark's services, the prevailing party in the litigation or other proceeding is entitled to recover from the other party all costs, attorneys' fees and other expenses incurred by the prevailing party in the litigation, as determined by the court.

### 13. Severability:

In the event that any part of or all of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, including binding arbitration, such invalidity, illegality or unenforceability shall not affect any other part of or all of any provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable part or all of the provision or provisions had never been contained herein.

### 14. Indemnification:

The Client agrees to defend, indemnify and hold Benchmark and its members, managers, employees and agents harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Benchmark's provision of services to the Client under this Agreement or the Client's breach of this Agreement, except for claims, demands, actions, liabilities, costs or damages arising out of Benchmark's gross negligence or willful misconduct. The Client further agrees to pay Benchmark's reasonable attorneys' fees and costs arising from any actions or claims eligible for indemnification under this Agreement.

### 15. Entire Agreement:

This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements with respect thereto. This Agreement shall not be amended or modified, except in writing signed by each of the parties hereto.

### 16. Contacting Benchmark:

Our principal business address and the name and address of its agent in the state authorized to receive service of process is as follows:

Mr. Daryl J. Miller, Esq.  
Russell & Miller, LLP  
4631 Teller Ave Suite 140  
Newport Beach, CA 92660

### 17. Consumer Credit File Rights Under State and Federal Law:

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any credit repair company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within five days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch  
Federal Trade Commission  
Washington, D.C. 20580

You, the buyer, may cancel this contract at any time prior to midnight of the fifth working day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right.

Pursuant to California law, Benchmark has established a \$100,000 bond. If a court of competent jurisdiction concludes that Benchmark has violated the state's Credit Services Organization Act, you may have the right to proceed against the surety or the trust account. The surety bond is held by:

Mountain High Surety, Inc.  
2007 Prestwick Court  
Longmont, Colorado 80501

Agreed and Accepted by:

_____	_____
BUSINESS NAME (Client)	OWNERS NAME (Client)
_____	_____
OWNERS SIGNATURE	ADDRESS
_____	_____
EMAIL ADDRESS	CITY STATE ZIP

Separate Notice of Cancellation Form (Pursuant to Federal and State Statutes):

NOTICE OF CANCELLATION

You may cancel this contract, without any penalty or obligation, within 5 days from the date the contract is signed.

If you cancel any payment made by you under this contract, it will be returned within 10 days following receipt by the credit service organization of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to:

Benchmark Financial Groups, LLC  
65 Enterprise  
Aliso Viejo, CA 92656

I hereby cancel this transaction effective \_\_\_\_\_

\_\_\_\_\_  
(Client's signature)

You may send this notification by email to [cancel@Benchmarkfingrp.com](mailto:cancel@Benchmarkfingrp.com).

Duplicate Copy of Separate Notice of Cancellation Form (Pursuant to Federal and State Statutes):

NOTICE OF CANCELLATION

You may cancel this contract, without any penalty or obligation, within 5 days from the date the contract is signed.

If you cancel any payment made by you under this contract, it will be returned within 10 days following receipt by the credit service organization of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to:

Benchmark Financial Groups, LLC  
65 Enterprise  
Aliso Viejo, CA 92656

I hereby cancel this transaction effective \_\_\_\_\_

\_\_\_\_\_  
(Client's signature)