

THE CREDIT DEPARTMENT, INC. SERVICE AGREEMENT

This Service Agreement (this "Agreement") made today and entered today (The "Effective Date"), by and between you the CLIENT, and THE CREDIT DEPARTMENT, INC., a Minnesota corporation, having an address and place of business at 1880 Livingston Avenue, Suite 101, West St. Paul, Minnesota 55118, hereinafter referred to as TCD.

In **CONSIDERATION** of the respective covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AGREEMENT TO PROVIDE SERVICES:** During the Term following the effective date of this Agreement, TCD shall provide services to CLIENT at TCD headquarters unless otherwise noted relating to:
 - **Credit Management Services**
2. **FINANCIAL INVESTMENT:** As compensation for services provided by TCD hereunder, CLIENT shall compensate TCD by paying TCD as based on the following:
 - Basic Credit Application Design/Bank Reference application review
 - Basic Risk Analysis (if/when ordered by client): \$100 per file including recommendation, risk level, report details, 1-year monitoring.
 - Comprehensive Analysis (if ordered by client): \$450 per file including recommendation, risk level, report details, 1-year monitoring (\$550 for International Financial Analysis).

Payment for compensation incurred will be **due upon receipt**, in U.S. dollars. A \$1000 retainer is required upon signing the contract. Retainers paid are not refundable. Work performed will be deducted from the retainer as used. Once the retainer is depleted, invoices will be billed for services ordered every 2 weeks. Invoices should be submitted to: Accounts Payable unless otherwise noted by CLIENT. If payment is not received within two weeks of agreed upon terms, all TCD work will cease. Payment is expected. Work will resume once payment is received or considered "Good Cause" for termination.

3. **STANDARD OF CARE:** In performing the services hereunder, TCD and the Employees shall perform their duties in a manner reasonably believed by them to be in the best interest of CLIENT, subject always to the control of CLIENT as to matters of corporate policy, and with such are as an ordinarily prudent person in a like position would use under similar circumstances.
4. **INDEPENDENT CONTRACTOR STATUS:** The parties understand that TCD is an independent contractor, and all of the Employees assigned by TCD to CLIENT'S business in order to perform the relevant services are employees of TCD and not of CLIENT. TCD acknowledges and agrees that it is responsible for all matters related to payment of federal, state and local payroll taxes, workers' compensation insurance, salary and fringe benefits for its employees. TCD will serve as independent contractor, and this Agreement will not be deemed to create a partnership, joint enterprise, or employment between the parties. TCD further agrees to indemnify and hold the CLIENT harmless for any claims made by the above-mentioned taxing authorities resulting from performance made by TCD in performance of this agreement.
5. **OTHER OBLIGATIONS:** TCD represents and warrants to the CLIENT that they are now under no contract or agreement, nor have they previously executed any documents whatsoever with any other person, firm, association or corporation that will, in any manner, prevent them giving, and the CLIENT from receiving, the benefit of their services and related inventions or contrivances that may be devised or developed under their direction, in accordance with the terms of the Agreement. The CLIENT agrees that, during the term of this Agreement or any extension or renewal thereof, TCD may be employed by other persons, firms or corporations engaged in the same or similar business as that of the CLIENT, provided, however, that the provisions of Section Six hereof shall be strictly observed by TCD with respect to such other persons, firms or corporations.
6. **CONFIDENTIALITY:** Information made available to TCD or which TCD becomes privy to, or produced by or for her pursuant to this Agreement, during the term of this Agreement, shall be considered proprietary information supplied in confidence, and shall not be disclosed to others, or used for any other purposes except as required under this Agreement, without prior written permission by the CLIENT. CLIENT understands these reports are for internal use only and are not to be distributed outside of CLIENT'S organization
7. **GUARANTEE:** TCD will do its best efforts toward analyzing credit risk and collecting receivables for its clients. TCD'S credit advice is only a recommendation based upon TCD'S knowledge and experience. CLIENT hereby understands and agrees that the outcome of the credit and/or collection efforts is not guaranteed by TCD and that CLIENT will not hold TCD responsible for the amount or outcome of its credit recommendations and/or collection efforts.

THE CREDIT DEPARTMENT, INC. SERVICE AGREEMENT (pg 2)

8. **NON-SOLICITATION.** Client agrees that for the Term and for a period of two (2) years thereafter, it will not solicit, or employ in any capacity (including as an independent consultant), any agent, employee or independent contractor of TCD who was employed or retained by TCD at any time during the Term. The parties agree that money damages would not be a sufficient remedy for any breach of this Section 6 and that TCD shall be entitled to enforce this Section 6 by any available specific relief, including without limitation specific performance.

9. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties relating to the subject matter of this Agreement and supersedes all prior understandings or arrangements between them relating to the subject matter hereof. No other contracts, warranties, promises or representations, either oral or in writing, relating to the subject matter of this Agreement shall bind either party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

CLIENT

The Credit Department, Inc

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____