THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND CLASS ACTION.

AMPLIFIED CREDIT
SERVICES AGREEMENT

This Services Agreement (this "**Agreement**"), dated as of _____ ____, 20__ (the "**Effective Date**"), is entered into by and between Focus Point Inc. dba Amplified Credit, a Tennessee corporation ("**Service Provider**") with a principal place of business of 1448 Quail Run, Nashville, TN 37214, and _____, an individual ("**Customer**") with an address of _____.

1. **Services**. Service Provider shall provide the independent non-exclusive services in accordance with the terms and subject to the conditions set forth in this Agreement. The Services may, in Service Provider's sole discretion, include the following (collectively, the "**Services**"):

1.1 Membership Subscription. Service Provider will provide literature, content and/or materials on fiscal literacy to inform and educate Customer of fiscal literacy best practices and improve Customer's the fiscal literacy.

1.2 Credit Coaching. Service Provider may provide coaching to lower Customer's debt and/or lower the amounts owed by Customer in collection. Service Provider may also suggest restructuring or settlement strategies for such debt or amounts owed in collection. Customer. Customer may authorize Service Provider to contract Customer's creditors and propose such restructuring or settlement strategies on Customer's behalf. Customer will not be bound by any such settlement or restructuring negotiated by Service Provider unless and until Customer expressly accepts terms with its creditors. Customer is solely responsible for paying any debt or amounts owed in collection to Customer's creditors, and Service Provider shall not hold any Customer's assets in trust (or similar account) for payment of Customer's debt or amounts owed in collection.

1.3 Credit Facilities. Service Provider may assist Customer in obtaining personal loan(s), credit card(s), or other credit facilities (each, a "**Credit Facility**" and collectively, "**Credit Facilities**") offered by third parties. Customer may authorize Service Provider to apply for and/or obtain a Credit Facility on Customer's behalf. Credit Facilities are provided on their own terms and conditions, and Customer must agree to such terms and conditions in order to obtain a Credit Facility.

2. **Fees and Expenses**.

2.1 Membership Fee. For the Services to be performed hereunder, Customer shall pay to Service Provider a fee of five and 99/100 ($5.99) USD per week (the "**Membership Fees**"), to be paid within five (5) days of the date of Service Provider's invoice. The first and last weeks' Membership Fees shall be due upon execution of this Agreement.

2.2 Expenses. Customer shall reimburse Service Provider for all reasonable out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services on behalf of Customer (collectively, "**Expenses**"), within three (3) days of receipt by the Customer of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; ***provided***, that, in no event shall Customer pay or be responsible for any taxes imposed on, or

regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

2.3 Pre-Authorization. Customer shall authorize Service Provider to automatically process payment of Membership Fees by credit or debit card by providing a completed Credit/Debit Card Payment Authorization Form, attached hereto as Exhibit A. Additional processing fees apply for payments made by credit or debit card.

2.4 Late Fees. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the greater of the rate of ten percent (10%) per week or the highest rate or penalty permissible under applicable law, calculated and compounded weekly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

2.5 Suspension of Services. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to immediately suspend the provision of any Services if Customer fails to pay any Membership Fees when due. For the sake of clarity, Customer shall remain liable for any payment of Membership Fees and/or Expenses that accrue during suspension of Services pursuant to this Section 2.5, including any applicable late fees.

3. **Customer's Obligations**. Customer shall:

3.1 Customer shall: (a) cooperate and communicate timely with Service Provider in all matters relating to the Services; (b) respond promptly to any Service Provider request to provide such approval, authorization, or decision that are reasonably necessary for Service Provider to perform Services; (c) provide such documents, information or access (including without limitation, Customer's credit reports, financial records, employment history, and bank accounts details) Service Provider may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services to the extent that such licenses, consents, and applicable laws relate to the Services.

3.2 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or their agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. **Intellectual Property**. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer-provided materials shall be owned exclusively by Service Provider. Service Provider hereby grants Customer a license to use in all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, solely to the extent necessary to enable

Customer to make reasonable use of the Deliverables and the Services.

5. **Confidentiality**.

5.1 Confidential Information. From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**"), non-public personal information (for the sake clarify, non-public personal information may include, billing information, Social Security Number, bank account numbers, account balances, debit and/or credit card information, brokerage account numbers, payment history, or any other identifying personal information), proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information.

5.2 Non-Disclosure. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, partners, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. **Term**. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date ("**Initial Term**"), and thereafter, the Agreement shall automatically extend and renew for periods of one (1) year (each an "**Extension**") in perpetuity until terminated in accordance with Section 7 herein. The Initial Term and any Extension thereof are collectively referred to hereinafter as the "**Term**."

7. **Termination**.

7.1 Upon Expiration. Either party may terminate this Agreement upon the expiration of then current Term by providing written notice (email shall suffice) to the other party not less than sixty (60) days prior to the expiration of such Term.

7.2 Without Cause. Service Provider may terminate this Agreement, in Service Provider's sole discretion, for any reason upon sixty (60) days written notice to Customer (email shall suffice).

7.3 With Cause. Upon written notice, Service Provider may immediately terminate this Agreement for "**Cause**." For purposes of this Agreement, the following events shall constitute "**Cause**": Customer: (a) fails to pay any amount, including without limitation, any Membership Fees or Expenses, when due hereunder; (b) breaches this Agreement and such breach is incapable of cure, or with respect to a breach

capable of cure, Customer does not cure such breach within thirty (30) days after receipt of written notice (email shall suffice) of such breach; (c) becomes insolvent or admits its inability to pay its debts generally as they become due; (d) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (e) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (f) any act or omission of fraud, misrepresentation or a regulatory violation on the part of Customer.

7.4 Fees; Confidential Information. In the event of the termination or expiration of this Agreement, (a) Service Provider shall be entitled to keep all prior payments, if any, received from Customer as of the date of the termination and Customer shall pay Service Provider any unpaid Membership Fees, including any applicable late fees, due and Expenses incurred before and up to the date of termination, if any; and (b) upon written request by a Disclosing Party, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party withing thirty (30) days of the Disclosing Party's written request.

8. **Independent Contractor**. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Service Provider is for all purposes hereunder an independent contractor and in no event will Service Provider be considered an agent or employee of Customer or any of its subsidiaries or affiliates for any purpose.

9. **Indemnification**. Customer agree to indemnify, defend, and hold harmless Service Provider, its affiliates, officers, directors, employees, third-party licensors, contractors, agents, successors, and assigns (the "**Indemnitees**") from and against all claims, losses, expenses, damages, and costs, including, without limitation, lost wages, revenue, or business and reasonable attorneys' fees, expert fees, and court costs, against or incurred by the Indemnitees arising directly or indirectly out of or in connection with: (a) Customer's use or misuse of the Services; (b) Customer's negligent conduct or higher level of culpability; (c) Customer's breach of this Agreement; (d) Customer's violation of or noncompliance with applicable law; or (e) Customer's violation of any rights of any third-party (each, a "**Claim**"). Customer will cooperate in the defense of any Claim if requested by Service Provider and Customer may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. Customer will assume the cost of the defense on behalf of the Indemnitees and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnitees in connection therewith.

10. **Limited Warranty**. Service Provider warrants that it shall perform the Services in a timely and professional manner in accordance with generally recognized industry standards for similar services. SERVICE PROVIDER (A) MAKES NO WARRANTIES EXCEPT FOR THAT SET OUT ABOVE; AND (B) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOMER'S ELIGIBILITY TO RECEIVE OR OBTAIN ANY CREDIT FACILITY, THE REDUCTION OF ANY CUSTOMER DEBT OR IMPROVEMENT OF CUSTOMER'S CREDIT SCORE OR GENERAL CREDIT WORTHINESS. Customer acknowledges that Service Provider is not licensed in any capacity and that any information, financial, tax, legal or otherwise, made by Service Provider in performing this Agreement is provided to the Customer for informational purposes only and is assumed by Customer at its own risk based on

Customer's independent evaluation of the Services. Customer acknowledges and accepts the risk inherent in this Agreement.

11. **Limitation of Liability**. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL,

INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SERVICE PROVIDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGE THIS PROVISION IS A LIQUIDATED DAMAGES PROVISION AND IS NOT A PENALTY.

12. Force Majeure. Service Provider shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Service Provider's control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, disaster or catastrophe, such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Service Provider. Service Provider shall provide reasonable notice to Customer (posting on Service Provider's website shall be sufficient) in the event of a Force Majeure Event. Service Provider shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Service Provider shall resume the performance of its obligations as soon as commercial reasonable after the removal of the cause. In the event that the Service Provider's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 12, Customer may thereafter terminate this Agreement upon thirty (30) days' written notice.

13. Dispute Resolution; Binding Arbitration. Any dispute or claim arising out of or relating in any way to the Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms. BY AGREEING TO ARBITRATION, CUSTOMER UNDERSTAND AND AGREE THAT CUSTOMER IS WAIVING THEIR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS, THAT THE RULES IN ARBITRATION ARE DIFFERENT, AND THERE IS NO JUDGE OR JURY. AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THIS AGREEMENT AS A COURT WOULD.

13.1 Arbitration. To begin an arbitration proceeding, you must send a demand to the American Arbitration Association ("**AAA**") describing your claim and serve a copy of the demand on us at: Focus Point Inc dba Amplified Credit, 1448 Quail Run, Nashville, TN 37214, Attn: Legal, info@amplified-credit.com. Arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Service Provider will reimburse those AAA fees (but not any attorney's fees) for claims totaling less than $25,000 unless the arbitrator

determines Customer's claims are frivolous. The parties may mutually agree to have the arbitration conducted by telephone, based on written submissions, or in person in Davidson County, Tennessee or at another mutually agreed upon location.

13.1 Waiver of Class Action. **THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS OF ANY NATURE OR IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. LIKEWISE, AN ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.**

13.2 Waiver of Jury Trial. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE UNDER APPLICABLE LAW. THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT**

14. Miscellaneous.

14.1 Entire Agreement. This Agreement, including any Exhibit attached hereto, contains the entire understanding between the parties and supersedes any other prior or contemporaneous negotiations, agreements, or understandings between the parties hereto with respect to the subject matter hereof and may not be changed orally but only by written agreement signed by both Service Provider and Customer.

14.2 Governing Law and Consent to Jurisdiction. Notwithstanding anything to the contrary in Section 13, this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee (without giving effect to any conflicts or choice of laws or provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction). The parties expressly and irrevocably acknowledge and agree that, in the event Section 13 this Agreement is held invalid or unenforceable for any reason, including without limitation by any court of competent jurisdiction, the Federal and State courts located in Davidson County, Tennessee shall be the exclusive venue, and each further agree to submit to the exclusive jurisdiction of the Federal and State courts located in Davidson County, Tennessee, relating to any disputes between them arising either directly or indirectly out of or relating to this Agreement or their relationship. **THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY**
JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT AND AGREE THAT ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

14.3 Assignment. Neither party may assign this Agreement or delegate any of its rights or

obligations hereunder without the written approval of the other party, which approval shall not be unreasonably withheld, delayed, or conditioned.

14.4 No Waiver. No waiver of any provision in this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

14.5 Survivorship of Benefits. This Agreement, and the covenants herein, shall be binding upon and shall inure to the benefit of the parties hereto and their executors, administrators, heirs, personal representatives, successors and permitted assigns.

14.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF or other electronic format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

14.8 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.9 No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, all obligations and rights under this Agreement are imposed solely and exclusively for the benefit of each party, and no other person or entity shall have standing to enforce, be entitled or be deemed to be the beneficiary of any of such obligations.

14.10 Authority. Any individual executing this Agreement on behalf of any party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

14.11 Construction. Should any provision hereof require judicial or other interpretation or construction, it is agreed that the court or fact finder interpreting or construing same shall not apply a presumption that the terms shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who through itself or through its agents prepared the document. It is acknowledged and agreed that both parties and/or their agent(s) and attorneys have participated in the preparation and negotiation of this Agreement. The parties acknowledge and agree that they have at all times had access to an attorney in negotiations of the terms of and in the preparation and execution of this Agreement. The parties acknowledge and agree that all terms of this Agreement were negotiated at arms-length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties hereto upon the other.
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

SERVICE PROVIDER: Credit By:
Focus Point Inc, DBA Amplified Customer Name: Customer Signature

EXHIBIT A
ACH PAYMENT AUTHORIZATION

I, _____, ("Account Holder") authorize Focus Point Inc. dba Amplified Credit ("Service Provider") to initiate pre-authorized charges associated with the Services against Account and Routing number below. Effective date since signed _____ __, 20__.

Credit/Debit Card Information

Account Title	
Account Type	Checking/Saving/Business Checking Account/ Premium Checking
Account Number	
Routing Number	
Billing Address	
Billing Zip Code	

Carefully read, complete, and sign this authorization form.

Automatic charges are scheduled based on the payment due date established by the current Services Agreement, dated _____ __, 20__. Account holders have the right to stop a pre-authorized charge prior to the scheduled payment date. To stop a pre-authorized charge, the Account holder must provide the Service Provider with written notification fifteen (15) business days prior the scheduled pre-authorization payment date.

Account holder understands that this authorization will remain in effect until cancelled in writing and agrees to notify the Service Provider in writing of any changes to the account information or termination of this authorization at least fifteen (15) days prior to the next billing date. Account holder understands that payments may be executed on the next business day if scheduled payment dates fall on a weekend or holiday. Account holder acknowledges that the origination of ACH transactions must comply with the provisions of state and/or federal law.Account holder certifies that they are an authorized user of the account details listed above and will not dispute these scheduled transactions provided the transactions correspond to the terms indicated in this authorization form.

Email notifications to: info@amplified-credit.com.

Date: _____

Account holder Signature:
Print Account holder Name:
Account holder Email:
Account holder Telephone: