

Contract for Mortgage Auditing and Litigation Support

This Agreement, dated & effective as of _____ (the "Effective Date"), is between Rateswire.com, a Washington State for-profit company located at 4601 224th St SE Bothell WA 98021 (the "Consultant"), and _____, residing at _____, (the "Client").

RECITALS

WHEREAS, the Client has need or desire of a mortgage forensic audit and mortgage litigation support services in regards to a particular individual(s) or mortgages; and

WHEREAS, the Client herein agrees to retain the Consultant to provide mortgage forensic auditing and litigation support services, including compiling and organizing data, searching for documents relating to similar litigation, identifying potential violations of lending laws and guidelines and predatory lending acts, and preparation of an indexed electronic compilation of documents, reports, exhibits, and other information relating to litigation filed or to be filed by Client; and

WHEREAS, Consultant herein agrees to contract with Client to perform analysis and evaluation of factual data, assist Client Attorneys with investigation and organization of factual data, and provide litigation support outlined herein.

Client's mortgage(s) within 6 years for consultant to provide services on:

_____.

Client initials _____ hereby acknowledge and approve of the above mortgages.

NOW THEREFORE, Consultant and the Client agree as follows:

1.01 SERVICES TO BE PROVIDED. Client authorizes and acknowledges that the Consultant to:

(a) collect, organize, summarize and validate information relating to potential causes of action that may exist with regards to the mortgages above and to prepare an analysis of such information;

(b) If violations of lending law and lending guidelines or predatory acts are identified, create a report including a timeline of relevant events, analysis violations and predatory acts found within documents provided to Consultant, and deliver said analysis to Client's attorney.

(b) make available to the Client's attorney access to electronic copies of documents and analysis prepared by Consultant consisting of analysis, relevant exhibits, and similar cases as found by Consultant;

(c) research, collect, receive, and when necessary convert to electronic format, and compile the documents, information, statements, Consultant notes, and other data relating to the litigation filed or to be filed by Client and make the same available to the Client's attorneys in an electronic format; and

(e) fulfill other obligations pursuant to an agreement between Consultant and Client's attorneys as necessary.

(f) If sufficient violations and predatory acts are not identified, provide Client with report of audit of Clients documents provided and refund all but \$800 of Client's initial payment. The \$800 will be retained and considered earned by delivery of a report of what lending law and other violations were found within the mortgage documents.

1.02 PAYMENT. Client authorizes and agrees to pay Consultant from collection of settlement or collection of judgment any and all unpaid fees owed to Consultant by Client.

Client agrees that all amounts obtained from any Settlement shall be initially deposited into Client's attorney Trust account.

The Client agrees and elects to pay Consultant as follows:

i) \$2000 for a report outlining violations of lending law and guidelines and predatory acts, parties, a timeline of events, and other relevant exhibits and information to aide a Client's attorney in filing a lawsuit.

ii) 15% of any indebtedness forgiven, excused, rescinded and not required to be repaid, or otherwise eliminated.

iii) 15% of any collected monetary award, judgment, settlement,

rescission, or refund to borrower not owed to borrower's lender, paid after state court costs or other government reductions.

2.01 CO-OPERATION. The Client and Consultant will use best efforts to make all information, documents, and other data relating to the litigation available to Client's attorney in an organized and timely manner as such data becomes available. Consultant agrees to explain why Consultant is asking for any additional documentation from Client, and Client agrees to provide that documentation if reasonably attainable.

2.02 RESPONSIBILITY FOR CONTENT. The Client acknowledges that Consultant is an experienced mortgage professional and not a licensed lawyer.

2.03 ERRORS. Consultant shall promptly correct any errors arising from the compilation or entry of data by Consultant. All cost relating to the correction of errors shall be the sole responsibility of Consultant except those that are caused by errors in data supplied by the Client whose mortgage is being analyzed or breach of this Agreement. Consultant shall be permitted a reasonable period of time, not to exceed 10 days, within which to make any reasonable correction of error(s).

3.01 General Provisions: Client and Consultant acknowledge and agree to the following provisions and conditions:

No Guarantees. Consultant makes no warranty or representation regarding the likelihood or amount of any settlement or judgment, if any, or the successful outcome of any claim. Consultant again states that consultant is not an attorney.

Association and Research. Consultant may, in their sole discretion, consult or associate with other professionals, analysts, or attorneys in the investigation of Client's mortgage; such associations will not affect the amount of Consultant Fees and Costs that Client herein agrees to pay. Consultant may, for example, hire a title company to prepare a title report.

Governing Law. This agreement shall be governed by and construed under the laws of the State of Washington, County of Snohomish.

Severability. If any provision(s) in this contract is determined to be invalid, illegal, or otherwise unenforceable, the determination will not affect any other provision in this agreement. The invalid provision(s) will be severed from this agreement and

all remaining provisions will continue to be in full force and effect. If removal of such provision(s) results in invalidity of this contract, this contract shall be reformed under binding arbitration to replace such provisions and reform this contract in the spirit of the original contract.

Time is of the Essence. Consultant will make best efforts to complete its initial audit and report within thirty days. If this timeframe is unrealistic for any reason, consultant will apprise Client of same.

Entire Agreement. This agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting to Litigation Support Services. This provision within this agreement overrules any prior agreement or oral contract. This agreement can only be modified in writing.

Assignment. These duties and responsibilities of this contract may not be assigned by Client or Consultant. Collection of unpaid fees may be assigned by Consultant.

Acknowledgements and Representations. The parties signing below acknowledge they have read and understood this agreement and have each received a copy. The Client warrants that he/she/they have the authority to enter into this agreement.

Collection of Unpaid Fees. In the event Client fails to pay any portion of money due or funds fail to clear Client's account, Client hereby agrees to pay all fees or costs associated with collection efforts including attorneys, court costs, or other expenses incurred by Consultant or its assignee/designee.

Binding Arbitration. In the event of any claims arising from this agreement, both parties agree to resolution through binding arbitration. It is agreed the cost of such matter will be split between the two parties. All arbitration shall be binding under Chapter 7.06 RCW and appointed an arbitrator.

Termination. This agreement shall terminate after conclusion of litigation on violations and predatory acts identified and related to information analyzed by Consultant and receipt of payments as provided above. If insufficient violations are found for Rateswire.com to provide litigation support services on, as reasonably determined by Rateswire.com, this agreement shall terminate by delivery of a report on violations found to Client and/or Client's Attorney(s) and Rateswire.com will refund all but \$800 of fees paid to Rateswire.com by Client.

**Authorization and Acceptance of Contract for Mortgage Auditing and
Litigation Support**

I/we, _____, (“Client”) herewith independently authorize Rateswire.com (“Consultant”) to conduct an audit of mortgage documents and all other related documents and correspondence, written and verbal, related thereto. The purpose of this audit is to determine whether or not there may be predatory acts or violations of lending laws and guidelines for the purpose of filing a lawsuit against those responsible.

Provided Consultant agrees to accept the engagement described above, Analyst will indicate same by signing below and delivering a signed copy of this Authorization and Acceptance to both.

AGREED TO AND ACCEPTED THIS ____ day of _____.

Client Signature

Client Contact Phone

AGREED TO AND ACCEPTED THIS ____ day of _____.

By: _____
Rateswire.com