

First Trust Capital Financial Inc.

1642 Westwood Blvd. Suite 200A

Los Angeles, CA 90024

RESEARCH AND ANALYSIS AGREEMENT

This Agreement is made and entered on _____ by and between First Trust Capital Financial Inc.:

First Name: _____

Last Name: _____

First Name: _____

Last Name: _____

Address: _____ **City** _____ **State** _____, **Zip** _____

Telephone: _____ **Email:** _____

(“Client”) subject to and conditioned upon the following:

Client(s) have enlisted the services of First Trust Capital Financial Inc., to review the Client(s) mortgage documents. First Trust Capital Financial Inc. will review the mortgage documents and prepare a Report which will disclose any possible regulatory compliance and mortgage related issues. This Report shall be completed within 15 business days of receipt of all the Client(s) required mortgage documents and any/all initial fees. First Trust Capital Financial Inc. shall deliver to Client(s) a copy of the Report.

First Trust Capital Financial Inc. will only review mortgage documents related to the Client(s) mortgage and closing package. Client(s) understand that they will need to provide First Trust Capital Financial Inc. in a timely manner, legible copies of all the documents listed in the “Required Documents.” Client(s) understand that they should not send any original documents, only legible copies that will be needed for First Trust Capital Financial Inc. review. Client(s) also understand that should they send original copies, First Trust Capital Financial, Inc. may charge an additional fee for copying all documents.

Client(s) understands that upon signing of this service agreement, First Trust Capital Financial Inc. has been retained for the service of mortgage compliance review/ advisor/ audit firm only. First Trust Capital Financial Inc. will not give legal advice to Client(s). If needed, client may enter into a separate service agreement for legal aid/ counsel if needed.

Scope of Services

The following sets forth the scope of this Engagement and summaries the tasks to be performed by First Trust Capital Financial Inc. First Trust Capital Financial Inc. will complete a Mortgage Loan Document Review/Report of the Client(s) mortgage documents, looking for possible Excessive Fees/Charges by the Lender, Deceptive Predatory Lending Practices, and or other Fraudulent Abusive Mortgage related issues. First Trust Capital Financial Inc. will base its Report on all documents Client(s) are able to provide. Once First Trust Capital Financial Inc. completes the review and determines if any mortgage related issues (Excessive Fees/Deceptive Lending Practices, etc.) exists, First Trust Capital Financial Inc. will submit a Report to the client.

Client(s) shall have option of retaining First Trust Capital Financial Inc. or seek other legal aid in which event First Trust Capital Financial Inc retains the right to terminate this agreement. In such case where this agreement is terminated following First Trust Capital Financial Inc.'s final report, Client(s) agree that First Trust Capital Financial Inc. has completed the terms of this engagement, and that Client(s) shall not be entitled to a refund of any fees.

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, First Trust Capital Financial Inc. and Client(s) do hereby understand, covenant and agree as follows:

1. **Information from Client(s)**. Client(s) shall provide to First Trust Capital Financial Inc. all information requested by First Trust Capital Financial Inc. which is reasonably necessary for First Trust Capital Financial Inc. to perform the services. Failure by Client(s) to provide FTCFINC the information requested within thirty (30) days after First Trust Capital Financial Inc.'s request for such information shall relieve First Trust Capital Financial Inc. of all obligations under this Agreement. Client(s) represents and warrants to First Trust Capital Financial Inc. that he/she/they will at all times, provide First Trust Capital Financial Inc. with complete and accurate information to the best of his/her/their knowledge and belief. First Trust Capital Financial Inc. is relying upon the Client's representation of providing complete and accurate information in performing said Services.
2. **Notice of Foreclosure**. First Trust Capital Financial Inc. is relying upon the client's representation regarding the status of any foreclosure as First Trust Capital Financial Inc. is **NOT** acting as a mortgage foreclosure consultant in providing the Services identified above. To the extent a notice of default is recorded and/or the Client's property is in foreclosure, the Client shall promptly provide written notice to First Trust Capital Financial Inc. of such changed circumstances.

CLIENT'S Initials _____

CLIENT'S Initials _____

3. **Performance of Services**. Upon receipt of all information from Client, First Trust Capital Financial Inc. shall, within a reasonable time period thereafter, but not to exceed 20 days, analyze Client's mortgage documents and perform the research First Trust Capital Financial Inc. determines, in its sole discretion, is reasonably necessary in performance of the services. Upon completion of First Trust Capital Financial Inc.'s analysis and research efforts, First Trust Capital Financial Inc. shall present to Client the potential options resulting from said research. Client is under no obligation to utilize the options provided to Client by First Trust Capital Financial Inc.
4. **FEES for Services**. For and in consideration of the foregoing, Client agrees to pay to First Trust Capital Financial Inc. the sum of \$1500 for reviewing one loan, \$500.00 per additional loan, immediately upon execution of this agreement

Notice- A. In the event violations are not found during the Forensic Audit process, First Trust Capital Financial Inc. will refund all monies paid.

Client's Initials _____

Client's Initials _____

5. **Client Advised to Seek Independent Tax Advice.** Client acknowledges and understands that First Trust Capital Financial Inc. are not accountants and do not provide any tax advice. First Trust Capital Financial Inc. strongly urges Client to seek the advice of an accountant or other financial advisor before entering into this, and any other contract with First Trust Capital Financial Inc, or any third party prior to acting on any options provided to Client.
6. **Independent Contractor Relationship.** Client acknowledges that First Trust Capital Financial Inc. is acting solely as an independent contractor for Client. Nothing in this Agreement shall create or be interpreted to create a partnership, joint venture, agency, or any other business relationship that may create a fiduciary relationship. Client and First Trust Capital Financial Inc both acknowledge and agree that the business relationship formed pursuant to this Agreement does not create a fiduciary relationship between First Trust Capital Financial Inc. and Client.
7. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties of the parties, express and implied, oral and written, with regard to any subject matter are contained herein and in the documents referred to herein or implementing the provisions hereof. No other agreement, covenants, representations or warranties express or implied, oral or written, have been made by any party to the other with respect to the subject matter of the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect tot the subject matter hereof are waived, merged herein and/or superseded by this Agreement. This is an integrated Agreement.
8. **Modification.** This Agreement shall not be modified or amended by the parties unless such modification or amendment is in writing, specifically identified as a modification or amendment to the Agreement, and signed by the parties.
9. **Termination.** This Agreement may be terminated at any time by Client and First Trust Capital Financial Inc. with or without cause, provided, that the party seeking termination of the Agreement requests the same in writing.
10. **Notices.** All notices required under this Agreement shall be provided to the parties at Their respective residence/business addresses by means of certified or registered mail, return receipt requested.
11. **Mediation.** Client and First Trust Capital Financial Inc. agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transactions, before resorting to arbitration or court action. Mediation fees, if ay shall be divided equally among the parties involved. To the extent Client or First Trust Capital Financial Inc. refuses to mediate any disputes or claims prior to initiating arbitration or court action, the party refusing to mediate shall not be entitled to recover attorneys' fees, even if they would have otherwise been available to that party in any such action.
12. **ARBITRATION OF DISPUTES. CLIENT AND FTCF AGREE THAT ANY DISPUTE OR CLAIM ARISING BETWEEN THEM OUT OF THIS AGREEMENT, OR ANY RESULTING TRANSACTIONS, WHICH IS NOT SETTLED THROUGH MEDIATION, SHALL BE DECIDED BY NEUTRAL**

BINDING ARBITRATION. THE ARBITRATOR SHALL BE A RETIRED JUDGE OR JUSTICE IN LOS ANGELES COUNTY, CALIFORNIA, WHO SHALL RENDER AWARD IN ACCORDANCE WITH SUBSTANTIVE CALIFORNIA LAW. BY SIGNING THIS AGREEMENT, THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THIS ARBITRATION PROVISION RESULTS IN A WAIVER OF THE RIGHT TO A COURT OR JURY TRIAL. IN ADDITION, THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THEY WOULD BE WAIVING ANY RIGHT TO APPEAL ANY SUCH ARBITRATION DECISION.

CLIENTS INITIALS _____ **CLIENTS INITIALS** _____

13. **Choice of Law and Venue.** This agreement, and every provision herein, shall be governed and interpreted under the laws of the State of California. Any action or proceeding initiated by any party to this Agreement shall be filed in the State of California, County of Los Angeles.
14. **Credit Card Authorization.** Client authorizes First Trust Capital Financial Inc. to charge and/or debit his/her/their credit or bank card for payment of Services rendered by First Trust Capital Financial Inc. under this Agreement. Client acknowledges that in the event any payment by credit or debit is rejected or declined for any reason, it will become Client's personal responsibility to immediately pay First Trust Capital Financial Inc.. for Services rendered.
15. **Authorization to Disclose Financial Information.** Client authorizes and consents to the the release of and/or use of his/her/their personal financial information by First Trust Capital Financial Inc. in conjunction with the performance of the Services provided herein. Client also authorizes and consents to the release of a copy of the Agreement by First Trust Capital Financial Inc. to any credit reporting agencies for the purposes of assessing Client's creditworthiness.
16. **Indemnity Provision.** Client hereby agrees to defend, indemnify and hold harmless First Trust Capital Financial Inc from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein contained. Client unconditionally waives any right of action against First Trust Capital Financial Inc., its officers, directors, employees, agents, brokers and assigns, at law, equity of any other cause of action for any reason, directly or indirectly or proximately believed to arise out of this agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of First Trust Capital Financial Inc or Client's failure to follow any recommendation of First Trust Capital Financial Inc., whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by client.
17. **Headings.** The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.
20. **Severability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
18. **Time Essence.** Time is of the essence of every provision of this Agreement that specifies

a time for performance.

19. **Facsimile/Electronic Signatures**. The parties mutually understand and agree that signature of a facsimile copy and/or any type of electronic copy of this Agreement shall be deemed the original for all lawfully enforceable purposes.

20. **Agreement Received**. By virtue of their signatures below, Client acknowledges that he/she/they have read, understands and agrees to every term, covenant and condition of this Agreement and that he/she/they have received a true and complete copy hereof, effective the date first above written.

Dated: _____

Client:_____

Dated: _____

Client:_____

Dated: _____

FTCFINC :_____

First Trust Capital Financial Inc.

1642 Westwood Blvd. Suite 200A

Los Angeles, CA 90024

DISCLAIMER OF GUARANTY

ALTHOUGH WE MAY OFFER AN OPINION ABOUT POSSIBLE RESULTS REGARDING THE SUBJECT MATTER OF THIS AGREEMENT NEITHER FIRST TRUST CAPITAL FINANCIAL INC NOR, ANY OF OUR EMPLOYEES, REPRESENTATIVES, OR CONTRACTORS CAN GUARANTEE ANY PARTICULAR OUTCOME OR RESULT. YOU ACKNOWLEDGE THAT WE HAVE MADE NO PROMISES ABOUT THE OUTCOME AND THAT ANY OPINION OFFERED BY US IN THE FUTURE WILL NOT CONSTITUTE A GUARANTY.

INITIALS

INITIALS

I/WE, [_____] [_____] HAVE BEEN ADVISED TO CONTINUE MAKING MY/OUR MORTGAGE PAYMENTS AND AM/ARE AWARE OF THE CONSEQUENCE(S) IF I/WE FAIL TO DO SO OR IN THE ALTERNATIVE, IN THE EVENT I/WE HAVE ALREADY CEASED TO MAKE MY/OUR MORTGAGE PAYMENTS, I/WE HAVE BEEN COUNSELED TO BEGIN SAVING MONEY TO COVER POTENTIAL CLOSING COSTS OR OTHER COSTS INVOLVED IN THE EVENT THAT A SUCCESSFUL MODIFICATION OR FORBEARANCE IS ACHIEVED.

INITIALS

INITIALS

Signature: _____

Signature: _____