



Credit & Funding Pros

Business Intake Information

Referring Affiliate Name & ID Number: _____

First Name: _____ Middle Initial: _____

Last Name: _____

Business Name: _____

Date of Birth: _____

Current Domicile [address]: _____

Home Phone Number: _____

Cell Phone: _____

Email: _____

Business Web Address: _____

Primary Purpose: _____

Business Funding and Credit Terms and Conditions

IF ANY DISCUSSION YOU HAVE HAD WITH A REPRESENTATIVE OR ADVISOR PRIOR TO REVIEWING THIS AGREEMENT DIFFERS FROM THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.

Business Credit Consulting Agreement

THIS AGREEMENT is entered into, by and between Business Credit Advisor (“Advisor”) and Business Credit Consulting Client (“Client”) upon the following terms and conditions:

WHEREAS, Client desires to obtain Advisor’s consulting services in conjunction with a business the Client has an interest in. WHEREAS, Advisor and Client have agreed to enter into this Business Credit Consulting Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. ADVISEMENT SERVICES AND LIMITATIONS

1. Engagement. Client hereby hires Advisor and/or its affiliates to provide the advisement services as set forth in this Agreement. For purposes of this Agreement, the word “affiliate” shall mean any subsidiary, contractual partner or other assignee of Advisor.

2. Services Provided. Advisor agrees to consult Client in Client’s desire to establish business credit for a business the Client has an interest in (the “Client’s Business”). In conducting business credit consulting with Client, Advisor may advise Client on how to complete any one or more of several tasks (“Client Tasks”). Client Tasks shall be any one or more of the following:

- (i) Performing a corporate compliance and documentation review of Client and Client’s Business. The scope and purpose of the corporate compliance and documentation review is to help prepare the Client to apply for business credit and attempt to maximize the possibility of success in obtaining business credit and for no other legal or business purpose;
- (ii) Establishing a Dunn & Bradstreet file and establish a Dunn & Bradstreet rating; (iii) Building a Dunn & Bradstreet PAYDEX score;
- (iv) Establishing a business credit file with Experian’s corporate department;
- (v) Obtaining an Experian Intelliscore number;
- (vi) Creating a business credit file with Equifax’s business department;
- (vii) Providing Client with a non-comprehensive list of trade accounts that may or may not report to business credit bureaus, including Dunn & Bradstreet, Experian’s corporate department and Equifax’s business department;
- (viii) Creating a Business Credit Asset TM that can be used for business financing opportunities; or
- (ix) Obtaining access to a dedicated funding advisor that is provided by Advisor and/or its affiliates and/or assigns for a five (5) year period beginning as of the date of this Agreement between Advisor and Client.

3. Limitation of Scope of Advisory Services and Modification of this Agreement. The consulting services to be provided by Advisor for Client under this Agreement are limited to any one or more of the Client Tasks identified above in Paragraph 2. Any additional or other services to be performed by Advisor or tasks to be consulted on with Client shall be determined by a separate written agreement only. Any modifications to this Agreement shall not be effective unless they are executed in writing by both a duly authorized representative of Advisor and the Client.

4. Authority and Client Credit Reports. Client authorizes, instructs and empowers Advisor to take all steps in said matter deemed by Advisor to be prudent or necessary in performing the consulting services contemplated under this Agreement. In addition, Client authorizes Advisor to obtain a copy of Client's credit report for purposes of performing the services outlined in this Agreement and hereby waives any necessary rights Client may have pursuant to the Fair Credit Reporting Act (15 U.S.C. §1681- 1681u), as well as all other Federal/State and local laws and regulations, so as to allow Advisor to obtain the Client's credit report.

II. ADVISOR COMPENSATION

1. Fees. The Client agrees to pay a fee (the "Fee") to Advisor for the services provided by Advisor. Client shall pay the Fee pursuant to the financing terms Client just previously accepted prior to reviewing the terms and conditions of this Agreement. The Fee paid by Client shall be non-refundable.

2. Additional Costs. Client may be required to incur additional costs and spend additional monies beyond the Fee described above, including, but not limited to:

- (i) Dunn & Bradstreet set up costs; (ii) Trade account set up costs;
- (iii) Trade account vendor product purchase costs; (iv) Various state filing costs;
- (v) Various business license costs;
- (vi) Business phone set up or other phone-related costs; (vii) Personal and/or business credit report costs;
- (viii) Bank fees and costs associated with financing, such as, but not limited to closing costs, application fees, or broker fees.
- (ix) Other fees and/or costs that are customary to the general practice of business.

III. PARTY RESPONSIBILITIES

1. **Client Responsibilities.** Client agrees to accept the following responsibilities:

- (i) To cooperate thoroughly with Advisor in the handling of all matters contemplated under this Agreement and to do all that is necessary to provide all information Advisor requests from Client;
- (ii) To make timely payments on all of Client's business and personal bills/accounts including but not limited to lines of credit, credit cards, revolving accounts and loans.
- (iii) To not apply for any type of personal or business credit without giving at least five (5) days prior notice to Advisor.

In the event Client fails to fulfill these client responsibilities or breaches this agreement in any way (including failure to make timely Monthly Payments or an Immediate Payment), Advisor shall be entitled to immediately withdraw from any further representation of Client with respect to this matter and may proceed to collect the full Fee owed to Advisor under this Agreement.

2. **Advisor Responsibilities.** Advisor agrees that it will handle Client's business hereunder in a strictly professional and ethical manner, utilizing its best efforts and skill on behalf of Client; Advisor has made no guarantee that client will obtain a particular business credit score or guarantee regarding a specific cash dollar amount of credit a client will obtain. All expressions made by Advisor relative to the matters discussed in this Paragraph previous or following the execution of this Agreement by the Client and Advisor are the Advisor's sincere opinion only. However, if the Client has not been extended at least \$50,000 in TOTAL credit (any combination of vendor credit, trade credit, equipment lease, vehicle lease, loans, lines of credit, credit cards, real estate pre-approvals, etc.), Client may elect at any time to receive an additional twelve (12) months of advising from the Advisor regarding the Client Tasks referenced in Paragraph 2 above. Advisor shall not be required to continue to pursue any matter required by this Agreement if at any time during the performance of this Agreement

the facts and circumstances which develop or become known to Advisor shall give Advisor, in its sole opinion and discretion, cause to believe that further pursuit of such claim would be futile and/or would result in an unjustified expense of time and resources of either the Advisor or Client. Although Advisor makes reasonable efforts to ensure that each client receives the maximum amount of cash credit possible, Advisor does not have control over the amount that a client may obtain. Advisor does not make any guarantee regarding the amount of CASH credit received, the amount of time it takes to receive the business credit, the interest rate(s), or terms on the credit. It is possible that a client will receive less than desired. Historical outcomes are not a guarantee of future results. Advisor does not take responsibility for either the amount of funds a client may receive or for the use of the funds a client may receive. Pursuant to Section II.1 of this Agreement above, all monies paid by Client to Advisor for Advisor's consulting services are final, regardless of the outcome and in light of the other statements disclosed by Advisor to Client in this paragraph. Advisor assumes no liability or responsibility for any errors, omissions or any other acts from 3rd party referrals that Advisor may have recommended.

IV. VENUE, CHOICE OF LAW AND ARBITRATION

1. Venue. The venue for any litigation regarding this agreement shall be in Gwinnett County, Georgia.

2. Choice of Law. This Agreement, including any arbitration proceedings that may take place between the parties to this Agreement, shall be construed consistent with the laws of the State of Georgia.

3. Arbitration. If there is a dispute between you and Advisor, either party may elect to have it resolved by binding arbitration administered by the National Arbitration Forum, or the American Arbitration Association (the Forum or Association also being chosen by the party who elects to arbitrate the dispute between the parties), under their rules for consumer arbitrations. An election by either party for such relief as stated in the preceding sentence shall preclude the other party from filing any other type of legal action until such time as the relief sought by the electing party has been exhausted or terminated. All disputes in arbitration will be handled just between the named parties, and not on any representative or class basis. YOU ACKNOWLEDGE THAT THIS MEANS THAT YOU MAY NOT HAVE ACCESS TO A COURT OR JURY. The terms of this Section shall survive any termination, cancellation, or expiration of this Agreement.

V. NON-DISCLOSURE

The materials provided by Advisor to Client are proprietary and protected by copyright. Any distribution by Client to any third-party, in any manner and by any means, whether directly or indirectly, without the express written permission of Advisor is strictly prohibited. Advisor reserves the right to prosecute Client for any and all damages Advisor suffers because of Client's unauthorized use of copyrighted and/or proprietary materials.

VI. INDEMNIFICATION

Client hereby indemnifies Advisor as outlined below:

- (i) Advisor shall not be held responsible for any action performed by third parties, including any of Advisor's affiliates, vendors, or assignees, which cause or bring about a detrimental result to Client's business credit bureau file and/or credit development activities;
- (ii) Advisor may recommend third-party providers, however such recommendation is not a guarantee of service or product, and the Client and such 3rd party vendors are responsible for the outcome;

- (iii) Advisor is not responsible and cannot control the reporting and updating of the Clients business credit bureau file;
- (iv) Advisor shall make every effort to protect any confidential information provided during the coaching program. The Client agrees that Advisor shall not be liable for any misuse of such confidential material whatsoever.

VII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto relating to the transaction reflected herein and supersedes all prior agreements and understandings of the parties in connection therewith.
2. Headings. The Article headings of this Agreement are for convenience of reference only and do not form a part of this Agreement and do not in any way limit, modify, interpret or construe the provisions of this Agreement.
3. Assignment. The rights, duties and obligations of Advisor may be freely assigned to a third party without Advisor providing any future notice to Client. Client may not assign any rights under this Agreement without obtaining the prior express written consent of the Advisor.
4. Binding Effect. This Agreement and any modification, amendment or waiver shall be binding upon each of the parties hereto and their representatives, heirs, successors and permitted assigns.
5. No Waiver of Remedies. No failure on the part of any party to exercise, and no delay in exercising, any right hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof. No waiver of any breach by any party of the terms and conditions hereof shall operate as a waiver of any other and further breach of any of the terms and conditions hereof, shall be resolved with the remedies provided by law.
6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one Agreement.
7. Construction. This Agreement has been reviewed by counsel to all parties hereto and shall be deemed prepared by both counsel. Any ambiguities shall not be deemed to construe against either party hereto.
8. Terminology. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.

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Date

Authentication/Signature of Client

Signature of Representative