

Personal Funding Program Terms and Conditions

Overview

Although our services work together in support of one another; no one product guarantees the results of another product.

WE CANNOT GUARANTEE THAT YOU WILL OBTAIN ANY PARTICULAR AMOUNT OF FINANCING. RESULTS VARY FROM CLIENT TO CLIENT.

- A pre-approval/pre-qualification, doesn't guarantee you'll be approved.
- Credit card issuers will require a hard pull/inquiry on your credit report before they approve you and if your circumstances have changed, you might be denied for approval they've pre-qualified you for.

General Understanding:

- If no specific type of funding is specified we reserve the right to use whatever mix that we deem necessary.
- We will provide a specific date that the personal funding will begin.
- If and when we get two declines, then we will cease processing all funding until we inform the client.
- In the event we receive two instances of non instant approvals, we will cease processing all funding until we inform the client.
- We will do our best to secure you the exact amount that you have requested in capital needed, but you understand that in certain instances th actual approval can be higher than the maximum requested amount.

Payment procedures for Success Fee:

 You agree to pay the agreed-upon "Success Fee" based on the maximum credit limit or maximum gross loan amount of each credit facility approved with our assistance.

- All "Success Fees" are due within 3 business days after you receive access to funds.
- For credit card approvals, we allow you to pay the "Success Fee" using a verified credit card, which means a credit card for which you provide us with a copy of the credit card front and back as well as your Photo ID matching the name on the credit card.
- In the event we are unable to process the "Success Fee" payment via credit card, you are required to pay it via another payment method we can accept.
- If you elect to pay by credit card, there will be a 3.5% service fee add to the "success fee" amount fee.
- All user names and passwords for online accounts and email accounts created during the funding process will be turned over to the client at the end of the funding process and once all outstanding invoices have been paid.
- In the event the "Success Fee" is not paid, we reserve the right to add a collection in the amount of the total amount of funds raised.

Client Responsibilities:

- You must verify that you have an active monitoring service before we begin.
- You must keep an active monitoring throughout the funding process, and up to a period of 30 days thereafter.
- Make certain the information you provide is accurate and complete to the best of your ability. We will only utilize the information that you provided.
- You must be specific and notify us if there is a particular type of funding that you do not wish to participate in.
- You must inform us if you cannot provide pay checks stubs, employment verification, and/or bank statements.
- You must inform us of the maximum amount you wish us to raise.
- You must be prepared to provide proof of identity, social security card, driver's license, and proof of address, in the event it is required by lenders.
- You must make yourself available for the first couple days immediately after funding to respond to any request for additional information from lenders.

- You must be actively involved in the application process and follow our instructions in a timely manner. We will always do as much as possible to save you time and facilitate the process for you, but there are certain things you will need to do yourself.
- You must be truthful about how much you are approved for with each lender.
- You must keep an active credit monitoring during the process and for an additional 30 days after funding has been secured.
- You must be ready and willing to accept all the unsecured financing we obtain for you up to your requested maximum – whether it is a loan, line of credit, or credit card, unless otherwise specified prior to performing funding.
- You must not intentionally sabotage any approvals we obtain for you by failing to provide information, failing to do verification calls, and/or declining approvals.
- You further understand that it is your sole responsibility to inform us of each lender's approval or denial decision by providing us with either an approval or denial letter from the lender within a maximum of 30 calendar days from each credit application's submission date. If you fail to remit the associated funding fees, we reserve the right to add a collection account to all 3 credit reporting bureaus in the amount due.

Terms and Conditions:

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2020 (the "Effective Date") by and between ______ a private individual (hereinafter referred to as the customer), and LYFE *an* independent consultant firm. LYFE is not serving as a financial advisor or mortgage broker in this funding process during the period of this contract.

WHEREAS, the client wishes to engage the Consultant to provide the services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Company and the Consultant, intending to be legally bound, agree to the terms set forth below.

1. **TERM.** Commencing as of the Effective Date, and continuing for a period of _90_ days (the "Term"), unless earlier terminated in writing with the mutual consent of each party. The Consultant agrees that he/she will serve as a consultant to the Customer. This Agreement may be renewed or extended for any period as may be agreed by the parties.

2. **DUTIES AND SERVICES.**

(a) Consultant's duties and responsibilities shall be to assist the customer in raising debt financing for their company or corporation via bank lines of credit, vendor credit, credit cards and any and all other means of securing of capital (collectively, the "Duties" or "Services").

(b) Consultant agrees that during the Term he/she will work diligently to determine the best possible funding solutions for client and advise client on those findings. Consultant agrees to communicate and assist client in all matters pertaining the securing of funding.

(c) In performing the Services, Consultant shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Company for any governmental authority with respect to the Company's business.

3. **SUCCESS FEE.** Subject to the provisions hereof, the named individual shall pay Consultant a "success fee" of <u>10</u>% of the total amount of funding obtained for the company. This amount is separate from the fees of the bank financing company. Example: If \$75,000 is raised then \$7,500.00 will be paid to the consultant as a separate fee.

4. **ASSIGNMENT.** The Consultant shall have the right to assign its rights and obligations under this Agreement to a party which assumes the Company' obligations hereunder. Customer shall not have the right to assign his/her rights or obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the Consultant's heirs and legal representatives in the event of his/her death or disability.

5. NOTICES. Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person, delivered electronically or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in writing at their respective place of business.

6. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

7. GOVERNING LAW. This Agreement shall be construed in accordance with and governed for all purposes by the laws of The State of Georgia applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a court located in Gwinnett County.

EXECUTED, under seal, effective as of the Effective Date: ______.

Authorized LYFE Representative

Print Client's Name

Client's Signature

LYFE 2483 Heritage Village Suite 16-117 Snellville, GA 30078 (888) 639-5933

Client's Address