

TFC & Growth Capital Consulting 2021

CONTRACT FOR SERVICES:

This AGREEMENT made this day ___ of _____ 2021, by and between TFC & GCC ("Company"), and First Name _____ Last Name _____ (the "Client"), collectively referred to as the "Parties."

WITNESSETH: In consideration of the mutual promises hereinafter contained, the Parties hereto promise and agree as follows:

General Principals: TFC & GCC is not a direct lender, they are a consulting company hired to assist you, the Client, in locating business credit lines. You agree to hold TFC & GCC harmless of any unintentional misrepresentation. The company is not a lender and does not make loans or credit decisions in connection with loans. TFC & GCC does not endorse or recommend the product(s) of any particular Lender. TFC & GCC is not an agent of either the Client, or any participating Lender. The Company's services are administrative and consultative only. The Lender, and not TFC & GCC is solely responsible for its services to the Client, and the Client agrees that TFC & GCC shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. The Client understands that the Lender(s) may keep the Client's loan request form, whether the Borrower is qualified for a loan with the Lender(s). TFC & GCC does not guarantee acceptance into any specific loan program or specific loan terms or conditions with any participating Lender; loan approval standards are established and maintained solely by an individual Lender(s), likewise, TFC & GCC does not guarantee that the loan terms or rates offered and made available by the participating Lender(s) through this agreement are the best terms or lowest rates available in the market. We cannot guarantee that you will be approved for any specific amount, and the consulting fee will still be due in case the approved amount is lower than that of the amount requested. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock in agreement.

By submitting the loan request containing the Client's signature, the Client is extending an express invitation to each Lender(s) making loan officers to contact the Client by telephone at the numbers the Client has provided, so that the Lender(s) may assist the Client with (his/her) transaction, and the Client hereby consents to any such calls, even if (his/her) phone is on any DO NOT CALL List. By providing TFC & GCC with the Client's information and/or submitting a loan request, the Client gives TFC & GCC permission to make recorded calls to remind the Borrower of any deadlines or issues in connection with the Client's loan request. Client acknowledges that the Company is not liable for any decrease in Fico scores or ratings during the application process.

Client also authorizes TFC & GCC to order consumer credit reports and verify other credit information, including past and present references. It is understood that a copy of this contract will also serve as authorization.

COMPENSATION FOR SERVICES:

The Client acknowledges that the Consulting Fee for the Company's services is offered on a contingency basis, with no fee due unless you receive funding. **The Client agrees to pay the Company a consulting/loan fee equal to 12% of the total funded loan amount at time of receipt.**

Client understands, because Company does not invoice client until services are rendered, Client will be confirming receipt of services at time of payment to Company.

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Any chargebacks issued by Client will be considered intentional fraud and reported to the local authorities. Payment is due within 24 hours of receipt of each invoice. If payment is not received within the stated time frame, client understands loans/credit lines may be shut down and file will be sent to collections. Client understands such activity will be reported to all credit bureaus. This agreement will remain in effect for 180 days. During this time, you agree not to circumvent the Company by subsequently applying on your own to our recommended lending partner(s), and that you agree to pay the Company for any new loan or modification to an existing loan made between you and our recommended lending partner(s), regardless of your prior relationships or accounts with the lender. Consideration for this clause is made by our offering our fee to you on a contingency basis.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Client and the Company and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written, or electronic, between the Client and the Company with respect to this agreement and information, software, products, and services associated with it. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

POWER OF ATTORNEY

You agree that you have authorized TFC & GCC to help arrange for financing on your behalf with special and limited power of attorney to represent you in the application and verification process, either electronically, verbally, written, or otherwise.

To all persons, be it known, that the undersigned as grantor hereby makes and grants a Limited and specific Power of Attorney to TFC & GCC and its consultants, to act as my Attorney-in- Fact. My Attorney-in- fact shall act in my name, place and stead in any way which I, myself, could do if I were personally present, with the respect to the following matters:

- 1)To the extent that I am permitted by the law to act through an agent.
- 2)To obtain all forms that my Attorney-in- Fact may deem necessary for the effective representation of my interest in this matter.
- 3)To request and receive all documents that are alleged or claimed to be my responsibility and to sign on my behalf for the completion of my business interest.

This Power of Attorney shall be revoked upon:

- a) Resolution of the above referenced matter.
- b) If the grantor does not wish to be represented any longer: and/or
- c) If the Attorney-in-Fact does not wish to represent the grantor any longer.

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Disclaimers and Limitations:

As a condition of use of the Company's services, the Borrower agrees to indemnify the Company and its suppliers, participating Lenders, or real estate professionals from and against all liabilities, expenses (including attorneys' fees).

DISPUTE RESOLUTION:

Any claim or controversy arising out of or relating to the use of this agreement, to the goods or services provided by the Company, or to any acts or omissions for which you may contend the Company is liable, including but not limited to any claim or controversy as to arbitrarily ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venue in California except for Maine consumers for whom the location shall be a place reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules.

Should no AAA rule regarding the selection of an arbitrator be in effect, the Company shall select an arbitrator from a panel of arbitrators acceptable to the Company. In any arbitration, the Company will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non- prevailing party, provided; however, that in Maine any cost to the Company shall be limited to the cost of filing a court case. To begin the arbitration process, a Party must make a written demand, therefore. The laws of California shall be applied to any disputes arising out of this contract. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent authority in San Diego, County, California. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN THE CLIENT AND THE COMPANY WILL BE RESOLVED BY BINDING ARBITRATION. BY SIGNING THIS AGREEMENT, THE BORROWER THUS GIVES UP ANY RIGHT TO GO TO COURT TO ASSERT OR DEFEND ANY RIGHTS. THE CLIENT ALSO GIVES UP ANY RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. THE CLIENT'S RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND

NOT A JUDGE OR JURY. Arbitrator decisions are enforceable as any court order and are subject to extremely limited review by a court. By using the Company's goods and services the Client consents to these restrictions. Should a dispute arise, and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between the Client and the Company, the Parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in San Diego County, California. If either party employs attorneys to enforce any right in connection with any dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

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SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

One (1) Time ACH Payment Authorization

Sign and complete this form to authorize GROWTH CAPITAL CONSULTING to make a one (1) time debit to your checking or savings account.

By signing this form, you give us permission to debit your account for the full success fee indicated on the contract for services. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account.

I _____ authorize GROWTH CAPITAL CONSULTING to charge my
(Full Name) (Merchant's Name)

bank account indicated below for the full success fee agreed upon in the contract for services within 48 hours of funds successfully deposited into my account.

This payment is for the business loan origination.

Billing Information

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

Bank Details

Checking Savings

Account Name _____
Bank Name _____
Account Number _____
Routing Number _____



I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted transaction date. In the case of the payment being rejected for Non-Sufficient Funds (NSF) I understand that GROWTH CAPITAL CONSULTING may, at its discretion, attempt to process the charge again within 30 days, and I agree to an additional \$35.00 charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute GROWTH CAPITAL CONSULTING billing with my bank so long as the transaction corresponds to the terms indicated in this agreement.

SIGNATURE _____
(Account Holder's Signature)

DATE _____

