

## **Business Credit Consulting Agreement**

THIS AGREEMENT is entered into, by and between Business Credit Advisor or Business Credit Coach (“Advisor”), Business Credit Consulting Client (“Client”), and Credit Rx America LLC - the Business Credit Consultant (“Consultant”) 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. PAYMENT***

1. Client agrees to pay Consultant a total of \$ 2,500.00 through a one-time payment.
2. Client understands that their initial payment will provide them initial access to the funding suite and business credit and funding advisors.
3. Client agrees to pay payments promptly, and as agreed, based on the payment schedule initially discussed with their Consultant. Any other conversations relating to payment or payment arrangements should be discussed between the Client and Consultant.
4. Client agrees to contact the Consultant immediately with any concerns, or at any time the Client believes they might not be able to make a payment.
5. Client understands that once logged into their funding suite, no refunds of any kind will be issued.
6. In the case client does default on any payments, all access to the funding suite will be terminated. The client will not have access to the funding suite, business credit coaches, funding advisors, and will lose access to the business credit and funding they qualified for.
7. In the case of default by the client, the client will not be permitted to re-purchase the system in the future.

### ***II. SECURING OF CASH FUNDING THROUGH THE FINANCE SUITE***

1. Client understands that they are purchasing software for the purpose of helping insure they meet lending credibility standards, helping them build business credit, and gain access to cash funding options. Client understands they might not be able to initially qualify for some, or any of the cash funding programs available through the finance suite.
2. Funding approval is based on factors such as collateral, revenue, financials, personal credit, and business credit quality.
3. Client understands that although their Consultant will ask questions about credit, company income, revenue, and other questions relating to pre-qualification, the Client cannot be fully approved until they go through a formal underwriting process.
4. Clients with lower consumer credit scores, no business credit scores, and no business collateral will not typically qualify initially for funding. Clients with legitimate business collateral and/or good personal or business credit have a better chance of securing initial funding, but still cannot be guaranteed they will be approved for initial funding.

### ***III. ADVISEMENT SERVICES PROVIDED BY THE BUSINESS FINANCE SUITE***

1. There are many services provide by the Business Finance Suite business advisors which include:
  - (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 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. other Federal/State and local laws and regulations, so as to allow Advisor to obtain the Client's credit report.

#### ***IV. ADVISOR RESPONSIBILITIES***

1. 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.

#### ***V. ADDITIONAL COSTS***

1. Fees. The Client agrees and understands that all funding obtained for lending sources will have a cost involved. These costs are standard lender fees and might include processing fees, points, APRs, interest rates, discounts, and other standard fees commonly associated with borrowing money. These fees are not charged by the Business Finance Suite team, but the lender themselves. The Business Finance Suite finance officers search to find the best, and most affordable terms each client might qualify for.
2. Client does receive many free items as part of their enrollment with the Business Finance Suite, including access to their Experian Smart Business data, information on obtaining a free DUNS number and credit profile activation from Dun and Bradstreet, and no-cost listing with 411.
2. Client may incur additional costs and spend additional monies on services they elect to receive in the finance suite. These are elective costs for services that might not be required, and include but are not limited to:
- (i) Dunn & Bradstreet, Experian, and Equifax full credit monitoring ;
  - (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.