

## **Business Credit Consulting Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

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. ADVISORY & CONSULTING SERVICES AND LIMITATIONS**

1. **Engagement.** Client hereby retain Advisor and/or its affiliates to provide the advisory services as set forth in this Agreement. For purposes of this Agreement, the word “affiliate” shall mean any subsidiary, contractual partner, joint venture party, or other party designated by Advisor.

2. **Services Provided.** Advisor agrees to consult Client and to provide client with advice and strategies to assist Client’s (“Consulting Services”) in attempting to establish business credit for a business in which the Client has an interest in (the “Client’s Business”) for the period of 12 calendar months. In conducting consulting services with Client, Advisor may advise Client on how to complete any one or more of several tasks (“Client Tasks”). Client understands that they consulting services provided do not include the completion of these tasks by Advisor as they require access to information possessed solely by the client and that 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 that can be used for business financing opportunities; or
- (ix) Obtaining access to a dedicated finance officer 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.
- (x) Providing access to available funding programs client might qualify for

3. **Authority and Co-operation.** 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 and designed to help the client to best achieve the client's business credit goals and to reasonably and timely cooperate in completing client tasks necessary to apply for and to maximize the potential for obtaining business credit.
4. **Elective Costs.** Client will be provided access to many services and financial products (but there is no obligation to purchase such services and/or products) and client may elect to incur costs beyond their initial enrollment, including, but not limited to:
  - (i) Dunn & Bradstreet, Experian, and Equifax credit monitoring if client chooses to enroll for this service (client is provided 12 months of Experian Smart Business data at no cost)
  - (ii) Trade account set up costs; applicable with some trade vendors
  - (iii) Trade account vendor product purchase costs; when client purchases products through vendors
  - (iv) Various state filing costs; corporation costs vary state-to-state
  - (v) Various business license costs; vary based on state
  - (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, broker fees, and interest
  - (ix) Other fees and/or costs that are customary to the general practice of business.
  - (x) Website setup, hosting, and online marketing provided by some vendors

## II. **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; including but not limited to the completion of any client tasks as set forth above and which are determined to be necessary in the course of the consulting;
  - (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 make any and all payments required hereunder, in related agreements, and for any costs incurred for elective costs selected by client.

In the event Client fails to fulfill these client responsibilities or breaches this agreement in any way, client understands it will be more challenging for them to be approved for business funding and or credit and Advisor reserves the right to terminate this agreement for failure to co-operate when Advisor has notified the client of the breach of client's duties and responsibilities and the client has failed to cure the breach within 10 days or such other time period as the Advisor and Client may agree to in writing.

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 and is not permitted to make any 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 at no additional cost except for elective costs as set forth above. Advisor will also treat any information provided to

Advisor with care and will not release any such information to third parties (other than parties providing products or services under the elective expense provisions above, or directly related to establishing a credit score, or credit relationships, as described herein without the permission of Client.

### **III. FEES AND PAYMENTS**

#### **(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS**

You agree to pay any and all prices and fees due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Advisor expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

You may pay for Services by providing a valid credit card, an electronic check (from your personal or business checking account, as appropriate), PayPal (as defined in the Universal Terms of Service Agreement),

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, IF YOUR ORIGINAL SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, ADVISOR WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH ADVISOR AT ADVISOR'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER ("ACCOUNT MANAGER") from this Site and follow the steps found [here](#). You may enable or disable the automatic renewal option at any time. However, should you elect to disable the automatic renewal option and fail to manually renew your Services before they expire, you may experience an interruption or loss of Services, and Advisor shall not be liable to you or any third party regarding the same.

IN ADDITION, ADVISOR MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, ADVISOR WILL AUTOMATICALLY UPDATE YOUR PAYMENT

PROFILE ON YOUR BEHALF. ADVISOR MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND ADVISOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason Advisor is unable to charge your Payment Method for the full amount owed for the Services provided, or if Advisor is charged a penalty for any fee it previously charged to your Payment Method, you agree that Advisor may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason Advisor is unable to charge your credit card with the full amount owed for the Services provided, or if Advisor is charged back for any fee it previously charged to the credit card you provided, you agree that Advisor may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Advisor may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any and all services hereunder.

Advisor reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Advisor may perform outside the normal scope of its Services, (ii) additional time and/or costs Advisor may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Advisor in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, Alipay, and Certegy (as defined in the Universal Terms of Service Agreement), fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with Advisor.

#### **IV. VENUE, CHOICE OF LAW AND ARBITRATION**

##### **DISPUTE RESOLUTION POLICY**

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You agree that Advisor may from time to time modify its Dispute Resolution Policy. Advisor will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with Advisor after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review Advisor's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with Advisor as a result of the modified Dispute Resolution policy, no fees will be refunded to you.

1. **Venue.** The venue for any litigation regarding this agreement shall be in Pasco County, FL
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 Florida.

3. **Arbitration.** If there is a dispute of any type between Client and Advisor, (except for disputes regarding trade secrets and copyrights as set forth below) the parties hereby agree to submit such a dispute to a mediator skilled and experienced in the resolution of contractual business disputes and to hold a mediation of the dispute within 30 days of the selection of the mediator. In the event the mediation fails to resolve the dispute within 60 days from the date the parties notify one another of the dispute, the parties may elect to extend the deadline for resolution by mediation, or 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, trade secrets and may also be 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.

#### VI. **INDEMNIFICATION AND LIMITATIONS OF LIABILITY**

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 vendor are responsible for the outcome;
- (iii) Advisor is not responsible and cannot control the reporting and updating of the Client's 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. 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.

## **VIII. OVERVIEW**

This Agreement sets forth the terms and conditions of your use of Advisor's Consulting services .

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with (i) Advisor's Universal Terms of Service Agreement, and (ii) any plan limits, product disclaimers or other restrictions presented to you in the contracts, terms of use, or in the related disclaimers contained herein or on Advisor's web sites (this "Site"), both (i) and (ii) of which are incorporated herein by reference.

The terms "we", "us" or "our" shall refer to Adviser. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

You acknowledge and agree that (i) Advisor, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Advisor may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. Advisor assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

In addition to consulting services, we may offer a variety of products and/or services that can be elected by you in relation to obtaining business credit or in related or unrelated business matters. Your purchase and use of each additional product is subject to both the.

## **IX. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION**

You agree to notify Advisor within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Advisor with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Advisor to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number, a technical contact, an administrative contact and a billing contact.