

CORPORATE BUSINESS CREDIT  
CONTRACT OF SERVICE

*This is a legally binding Contract; If not understood, seek COMPETENT Legal Advice*

Whereas, [PRINT FULL LEGAL NAME:] \_\_\_\_\_  
(HEREINAFTER REFERRED TO AS "Client") is hereby entering into a service agreement for purposes of obtaining a business line of credit, with First Trust Capital Financial, Inc. dba (First Trust Capital Financial) (hereinafter referred to as "Company"). Company is in the business of assisting Client(s) with attaining business credit; both parties agree to be bound by the following terms and conditions:

GENERAL PRINCIPALS

The Company is not a direct lender. Client agrees that Client has authorized the Company to assist in obtaining a business line of credit on Client behalf with special and limited power of attorney to represent Client in the application and verification process; either electronically, verbally, written or otherwise. Client agrees to hold the Company harmless of any unintentional misrepresentation. Client acknowledges and agrees to accept the loan amount determined by lender(s). Client acknowledges and understands that Company is not a lender and does not make loans or credit decisions in connection with loans. The Company does not endorse or recommend the products of any particular Lender. The Company is not an agent of either the CLIENT or any participating Lender. The Company's services are of administrative and consultative only. Client understands that client must rely on Client's own judgment in regards to determining the usage, method in which to utilize acquired funds associated with Lenders; as stated in Client's business plan summary which was required by Company in order to proceed with Business line of credit service request. The lender, and not the company, is solely responsible for its services to the Client, and the Client agrees that the Company shall not be liable for any damages or costs of any type arising out of or in any connected with Client use of such services. Client understands that Lender(s) may keep the Client's loan request form, whether or not Client is qualified for a loan with the Lender(s). The Company does not guarantee acceptance into any particular 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, the Company does not guarantee or endorse a fixed interest rate associated with funding amounts acquired through Lender(s).

By submitting this legally binding agreement, endorsed with Client's signature, the Client is extending an express invitation to each Lender(s) making loan offers to contact the Client by telephone at the numbers 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 number is on any DO NOT CALL list. By providing the Company with the Client's information and/or submitting a loan request, the Client gives the Company permission to make recorded calls to remind the Client of any deadlines or issues in

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connection with the Client's loan request. Client acknowledges and irrevocably understands that the Company is not liable for any decrease in fico scores or rating during the application process. Client also authorizes Company to order a consumer credit report and verify other credit information, including past and present references. (If so needed) It is understood that a copy of this contract will also serve as authorization.

#### LIMITED & SPECIFIC POWER OF ATTORNEY

Client allows First Trust Capital Financial, Inc. dba (First Trust capital Financial) to act as Limited Power of Attorney on Client's behalf in order to sign any and all necessary documentation in order to execute the services described within the contents of this agreement between Company and client.

To all persons and entities; be it known, that the Client hereby makes and grants a Limited and Specific Power of Attorney to First Trust capital Financial, Inc. dba (First Trust Capital Financial) and its consultants, and thereupon warrants them 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. Client warrants First Trust Capital Financial, Inc. dba (First Trust Capital Financial) and its consultants to conduct all of the following on Client's behalf:

1. Company is authorized to submit Client's provided personal and or business information to lenders determined by Company.
2. Company is authorized to speak to Lender(s) on Client's behalf/in my name and place should the Company need to.
3. Company is authorized to establish, set up and initiate an on-line bill payment debit in the amount of exactly 15% of the total credit issued to Client from lenders that is directly achieved via the consultative services rendered by Company.
4. Company is authorized to activate any/all Business Credit lines in Client/Business Entity name for the sole purpose of debiting Company's consultative service fee of 15% of the total accrued business Credit accepted on client's behalf.
5. Company is authorized to mail acquired business credit to the mailing address that client provides.

This Power of Attorney shall be revoked upon:

- a. Completion of the services described within the content of this agreement
- b. The written request of termination by Client;
- c. The Attorney-in-Fact expresses such in writing.
- d. The expiration of this agreement

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## INTERNET BASED COMPANY DISCLOSURE

Client acknowledges that Company is primarily an internet based company. Specifically, Company attributes services to Client and on Client's behalf whereas at least 95%; however, not limited to 85% of all services, updates, progress reports and contact methods will be primarily utilized by Company via the internet/world wide web. Client acknowledges and consents to Company's choice to administer the above, described elements in order to execute devices to be rendered, by company, within the constraints of this legally binding agreement.

## COMPANY SPECIFICS FOR APPLYING WITH REPUTABLE FINANCIAL LENDING INSTITUTIONS

Client acknowledges that Company will apply for unsecured/secured credit on Client's behalf in an effort to attain funding between \$20k-\$300k (or more depending upon Client's financial/credit status) within the 60-90 day program. Client further acknowledges and understands that Client may be declined for business credit by one or more Lending institutions at the sole discretion of the Lending institutions. Client agrees and acknowledges that Company and Lending Institutions have no association, partnership, or union whatsoever. Furthermore, Company makes no guarantees that lending institutions will approve Client for credit and/or for a specified credit limit. Client acknowledges and understands that Company assumes no liability or control over the interest rates associated with the credit limits awarded to Client by Lenders. Interest rate are normally variable rates and may change according to; however, not limited to economic climates and Federal Reserve interest-rate alterations.

## CREDIT INQUIRY DISCLOSURE

Client acknowledges and irrevocably understands that Client may incur up to eight credit inquiries as a result of the application process executed by Company on Client's behalf. Client further understands that Client's Credit/Fico Score Rating will decrease as a result of reported inquiries on Client's credit report by the lenders applied with. Client agrees and understands that Company assumes no liabilities associated with the decrease of Client's Credit/Fico Score Rating. Lastly, Client understands and acknowledges that Client is responsible for taking necessary measures to have credit inquiries expunged from Client's credit report, should client so desire.

## SERVICE FEE DISCLOSURE

Client acknowledges, understands and agrees that fees for service are as follows; An upfront fee; (consultation, processing and administration fee )is due upon agreement of service. An additional 15% backend fee to be rendered within 24 hours upon receiving all issued business lines of credit funds of which Company obtains on behalf of Client. Client authorizes Company to charge (debit) no more and no less than exactly 15% of the total accrued business credit issued in the business entity/Client's name. Client acknowledges and understands that Client will receive the business credit via US mail and that 85% of the credit limit(s) will be available for immediate use by Client. If Client does not satisfy the

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service fee of 15% upon successful completion of obtaining the business line of credit on behalf of Client, Company will take legal action against Client for breach of contract. In the event should this occur, Client is responsible for any/all fees incurred in attorney/court fees/legal fees by Company. Should Company be unable to achieve business line of credit on behalf of Client, all fees received by Company from Client will be fully refundable, minus \$2500.00 administration fees.

### **FRAUD ALERT REPORTING DISCLOSURE**

If a "Fraud Alert" is reported on Client's credit report, it is Client's responsibility to contact one or more of the three major credit reporting agencies in order to have the "Fraud Alert" removed. Client acknowledges and understands that Company will not and does not remove "Fraud Alerts".

### **APPLICATION PROCESS**

Client irrevocably agrees consents and acknowledges that Client must refrain from applying independently for any and all personal or business credit during the active timeframe of this legally binding agreement.

### **BUSINESS CREDIT LIABILITY CLAUSE**

Client hereby authorizes Company to obtain Client's personal and business credit reports for purposes of reviewing and or collecting on Client's account. Client agrees and understands that the Company is not responsible or liable for any credit line limits that are suspended, closed or reduced from the initial funding amount any time after Client's receipt of funds.

### **TRUCREDIT.COM REPORT SUBMISSION**

Client acknowledges and understands that Company will only accept Client's credit report submission the following format:

1. Active 3 credit bureau trecredit.com username & password to be scribed within the Statement of Information Form. (Last page of this agreement)
2. Trucredit.com 3-in-1 credit report hard copy as an E-mail attachment.
3. Or a recent (less than 30 days old) tri-merged credit report bearing a Fico score with all three major credit reporting agencies.

NOTICE: BUSINESS LINE OF CREDIT PROGRAM IS GEARED TOWARDS INDIVIDUALS /CORPORATIONS WITH A 700+ FICO SCORE.

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Client and company agree that this contract makes up the complete and exclusive statement of the contracts terms and that no extraneous evidence of any kind may be introduced in any judicial or arbitration proceeding, if any, about this contract. Client hereby acknowledges and accepts the terms and services detailed within this legally binding agreement. Client and company may not alter, amend, change or modify this Contract except by further agreement in writing signed by both Client and Company.

### **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 Client may contend the Company is liable, including but not limited to any claim or controversy as to arbitration (“Dispute”), shall be finally and exclusively, settled by arbitration. The arbitration shall be held before on arbitrator under the commercial arbitration rules of the American Arbitration Association (“AAA”) in force at that time. The arbitration shall be located in Los Angeles County, California except for Maine consumers for whom the location shall be a place reasonably convenient to the Client. 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 cost 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 into any court of competent jurisdiction in Los Angeles 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 joiner 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(s) and the Company will be resolved by binding arbitration. By signing this agreement the Client 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 very 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

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FIRST TRUST CAPITAL FINANCIAL, INC

Over and venue of any suit shall be exclusively in the state and federal courts sitting in Los Angeles 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.

**ENTIRE CONTRACT**

Overall prior agreements among Client and Company are deemed a component of this agreement, which constructs the whole Agreement. The terms of this Agreement are proposed by Client and Company as their final agreement about the terms that are incorporated in this Agreement. The terms of this contract may not be contradicted by evidence of any earlier agreement or any oral contract made at the same time as this written contract. Client acknowledges that this contract will remain in effect for 180 calendar days from the signed date scribed within this contract.

**CLIENT ACKNOWLEDGEMENT**

Client hereby acknowledges sanctions and effusively comprehends the substance, explanation and limitation contained by this agreement.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
DATE

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Signature

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First Trust Capital Financial Inc. REPRESENTATIVE

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DATE

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