



## Credit and Funding Program Agreement

**THIS AGREEMENT** is entered into, by and between Corner Key Partners, LLC (hereafter referred to as "Advisor"), with principal offices located at 226 E. Market St., 2nd FL, York, PA 17403, (hereafter referred to as "Advisor(s)") and Credit & Funding Program Client (hereafter referred to as "Client") with the following terms and conditions:

**WHEREAS**, Advisor administers the Credit & Funding Program developed to assist participants in improving their credibility to qualify for funding;

**WHEREAS**, Client desires to receive guidance in improving their credibility including credit, cash flow, and/or collateral to qualify for funding;

**WHEREAS**, Client wishes to gain access to funding such as business credit/loans, personal credit/loans, hybrid forms of credit/loans, revolving accounts, trade lines, and/or investor-based equity for a business the Client has an interest in and wishes to secure the services of Advisor to act as an intermediary to arrange access to and qualifications for such capital for the client;

**NOW THEREFORE**, in consideration of the terms and conditions set forth below and other good and valuable considerations, the parties agree as follows:

### DEFINITIONS

Active participation. Any act by Client that is compliant with Advisor's guidance and instructions, including but not limited to timely submission of monthly repayments invoiced Performance Fee amounts, especially items described as essential or critical to the success of the Program.

Arrange. Any act by Advisor as an intermediary, such as introductions, education, document preparation, assistance with underwriting compliance meeting lender/credit requirements, etc.

Assistance/assisting. Any act by Advisor performed to pursue and/or achieve a client goal, including advice and guidance.

Tracking Advisor's guidance and Client's compliance with such guidance. Advisor's guidance and Client's performance, growth, compliance, and success in obtaining capital will be tracked by Advisor's CRM.

Refundable Setup Fee. A \$2,000 refundable setup fee is immediately due upon enrollment in the Credit and Funding Program for the Advisor to create the Client's administrative file. Client promises to submit the \$2,000 refundable setup fee to Company within two (2) days of enrollment in this Agreement. At the point Client receives \$100,000 in total funding, this setup fee will be refunded after the Performance Fee has been paid in full on the amount raised of at least \$100,000.

Performance Fee. A fee of ten percent (10%) of the total amount of any and all funding/capital acquired/obtained/arranged during the term of this Agreement, whether from one or multiple sources, as access to each funding is received and/or available from loans, lines of credit, trade lines, leases, 401(k) financing, credit cards, business revenue financing, equipment financing, real estate financing, investor equity, etc.

Capital Ready. Meeting the underwriting criteria for the type of funding instrument(s) for which the Client is applying, such as SBA loans, other business credit/loans, personal credit/loans, hybrid forms of credit/loans, revolving credit, real estate financing, equipment/auto financing, and/or investor-based equity. This is commonly referred to as the "Three C's"—credit, capacity, and collateral.

Capital raise. Capital raise is defined as capital offered to the Client, even if the Client refuses such funding. The advisor is not liable to the \$100,000 capital raise guarantee if the Client refuses any funding instruments under this Agreement.

## **PAYMENT & GUARANTEES**

Advisor Guarantee. Advisor guarantees Client will raise between \$100,000 and \$50,000,000 of capital as long as Client actively participates in and complies with the terms of the Credit and Funding Program. The actual amount and composition of capital raised and timeline will depend upon the Client's goals, preferences, qualifications, types of capital pursued, and compliance with the Advisor's guidance.

Essential to this guidance is Client coordination with Advisor as to the use of each round of funding received and it is included in the obligation for "active participation". Failure to coordinate with Advisor in this way will render the \$100,000 capital raise guarantee null and void, without releasing Client from any other obligation under this Agreement.

Because compliance with Advisor's guidance is critical to success in the Program, the Client's failure to follow Advisor's guidance will nullify the guarantee of raising a minimum of \$100,000 in capital. Client refusal of available funding will be considered a lack of "active participation." The client will still be responsible for all other provisions in this Agreement.

In the unlikely event that Client has not raised a minimum capital raise of \$100,000 in funding after the term of one year, despite active participation and compliance with the guidance of Advisor, this agreement shall be automatically renewed for one-year periods until at least \$100,000 capital has been raised as long as Client maintains active participation.

Client liability. The client will sign both in their capacity as an individual and their capacity as owner of the business, making personal and business assets liable on this Agreement.

Client payments. Client agrees to pay to Advisor the 10% Performance Fee within two (2) business days of receipt of or access to any funding. Failure to pay the Performance Fee within this time will result in a late fee of \$50 per day after failure to pay the Performance Fee until the full amount due is paid to Advisor and also cause a refundable setup fee to be forfeited, i.e., no longer be refundable. Such payments and late fees are applied to each individual funding instrument when the Performance Fee is earned as described in Section II(d) below. Nonpayment of Performance Fee and/or late fees will result in a suspension of the obligations of Advisor until full payment of all fees, including late fees are made and Client is current on all payments due.

Upon execution of this agreement, Client agrees to provide an ACH authorization for Advisor to have on file for payment of fees incurred through this Agreement. The client's failure to comply with this shall be considered a failure to participate.

Collection Costs. Client shall be responsible for necessary expenses incurred by Advisor to collect the Setup Fee, Performance Fee, and/or late fees, including court costs, attorney fees, collection fees from third parties, etc.

Performance Fee Earned. Client agrees that Advisor has fully earned the Performance Fee on the date that any capital instrument(s) that has/have funded as defined in Section I(f).

At that time Performance Fee is earned, Advisor has no further responsibility, directly or indirectly, for the maintenance, access, or anything else related to the funded instrument(s) from the date the instrument(s) has/have funded and/or made available to the Client.

Notice. This non-cancellable Agreement is effective from the date of the last signature of the parties, generally Advisor, even if the Refundable Setup Fee has not yet been paid.

Acceleration Clause. Client recognizes and accepts that his/her failure to comply with all the terms of this Agreement is cause for Advisor to collect any unpaid portion of the Refundable Setup Fee and Performance Fee regardless of services performed and that Advisor shall have no further obligations to perform under this Agreement. In such event, Advisor will invoice the Client for the unpaid portion of the Refundable Setup Fee and Performance Fee and the Client shall pay the invoice within two (2) business days.

Confession of Judgment. Client makes a private admission to Advisor for liability of the Refundable Setup Fee and \$10,000 Performance Fee without having a trial. Client agrees to enter a judgment without having a trial, in case of Client's breach.

Refund. When Client has received \$100,000 in capital funding and the Performance Fee of \$10,000 has been paid to Advisor, Advisor shall refund the \$2,000 Refundable Setup Fee.

## **SECURING CAPITAL**

Consulting Services. Client understands that they are securing consulting services for the purpose of helping ensure they meet lending and investor credibility standards, helping them build and access personal/business credit, improving documentation for funding, developing a loan package, gaining access to cash funding options, and, if desired, become capital ready to access investor-based equity. The client acknowledges that the capital raise is the outcome of active participation and meeting the underwriting requirements. The client also acknowledges that he/she is not purchasing credit repair services.

Underwriting Process. The client understands that their Advisor will ask questions relating to pre-qualification for capital, including questions about credit, income, revenue, and other relevant information. These questions are to equip Advisors with the information to aid the Client in pre-qualifying for capital funding instrument(s) and do not constitute final approval for any funding.

The advisor is not the lender or underwriter for any funding instrument(s) and the Client cannot be fully approved until they go through a formal underwriting process with the actual lender(s) or underwriter(s) of any capital funding instrument(s).

Other capital funding arrangements. Client agrees not to apply or enter into any credit, lending, funding, or capital arrangements outside of this Agreement. If Client violates this section, the Refundable Setup Fee will convert to a Nonrefundable Setup Fee and the Performance Fee under this Agreement shall still apply to sources of capital derived from all sources during the term of this Agreement.

Active Participation. Client agrees to actively participate in this Program, as defined in this Agreement until a minimum of \$100,000 of capital is raised. Failure to actively participate will result in a charge equivalent to the Performance Fee for a \$100,000 capital raise, after deducting any Performance Fees previously paid to Advisor.

If Client incurs this charge for failure to actively participate in the Program, Advisor will invoice Client and Client will either;

Actively reengage and participate in the Program to raise a minimum of \$100,000 capital; or

Pay the invoice in full within two (2) business days, subject to the same penalties outlined in Section II(f) for late payments.

Use of Funding. The client agrees to coordinate with Advisor concerning the use of each round of funding received. This is essential to the success of the Program. Failure to comply with this provision nullifies Advisor's guarantee of a minimum of \$100,000 capital raise but does not release Client from other obligations in this Agreement.

## **ADVISEMENT SERVICES PROVIDED**

Services provided by the Advisor(s) may include:

Business Credit and Funding. The advisor assists the Client in obtaining trade, revolving, and non-revolving business credit and funding sources;

Financial Literacy. The advisor will provide the Client access to financial literacy resources addressing business planning, business credit building, financial reporting, and banking/money;

Investor-Based Capital. If applicable, Advisor assists the Client in attracting investor-based capital in the form of Crowd Funding, Rule A+ of the 2012 Jobs Act, Initial Public Offering, etc.;

Personal Credit Improvement Guidance. If applicable, Advisor assists Client in legally addressing applicable derogatory credit items without the use of credit repair as well as assisting in adding new, primary trade lines however Advisor does not charge Client for this service unless as otherwise stated in this Agreement;

Improving Collateralization And Cash Flow. If applicable, Advisor assists, at no cost, Client in adding up to \$10,000 of assets to Client's Personal Financial Statement in the form of non-performing accounts receivables which can then, potentially, be liquidated into cash by Client, and Client acknowledges that additional collateral may be recommended for his/her individual capital raise which is not provided at no cost by Advisor; and/or

Capital Readiness. The advisor will assist the Client in becoming capital ready by assessing and, if needed, improving the Client's Three C's (credit, collateral, and capacity) which may involve optional costs outside of this Agreement.

Client agrees, in no circumstance, to dispute the above Advisement Services due to Client's failure to receive \$100,000 or more as Client is responsible to participate to accomplish the capital raise as stated in Section III(d).

## **ADDITIONAL ITEMS**

Third-party Costs. Client understands that any funding obtained from lending sources may involve expenses and certain business requirements that must be met by Client and are not covered under Advisor's services, i.e. maintaining a bank account with a positive balance, improving/maintaining a strong personal credit profile, purchasing credit reports and/or credit monitoring, paying bills on time, purchasing optional additional collateral, etc. These expenses are the sole responsibility of the Client, and not the Advisor(s).

Lender costs may also include standard lender fees and processing fees, points, APRs, interest rates, discounts, and other standard fees commonly associated with borrowing money. These fees are charged by the lender/vendor themselves and are not included in the Credit and Funding Program.

Confidentiality. Except as otherwise provided in this Agreement or with the written consent of the Company, Client agrees that all information, including, without limitation, the terms of this Agreement, the program design, model, processes, materials, communication records, sources of capital, and/or resources shall remain strictly confidential and secret.

Further, such information shall not be utilized, directly or indirectly, by Client for any purpose other than participation in the Company's Credit and Funding Agreement as a participant, except and solely to the extent that any such information is generally known or available to the public through a source other than Client.

Client shall not use any information obtained from the Company's Credit and Funding Program to develop, enhance, or operate a service that competes with the Company's Credit and Funding Program, or assist another party to do the same.

Defamation. Advisor's reputation is essential to its ability to engage in business and Advisor will pursue legal action against any damage to its reputation resulting from unlawful action by Client.

Binding Arbitration. With the exception of provisions in this Agreement concerning Client's failure to pay in Section 2(f) and failure to comply with the requirement for active participation in Section 3(d), any dispute under this Agreement shall be resolved by binding arbitration.

The arbitration shall be conducted by one (1) mutually agreed upon arbitrator and arbitration will be held in Wood County, Texas.

Except as required by law, neither party, nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

Each party shall pay its own costs associated with the arbitration and the parties shall equally pay the cost of securing the arbitrator and the venue.

This section shall survive the termination or cancellation of this Agreement.

Class Action Waiver. Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resorting to any form of class or representative action (the "Class Action Waiver"). **THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided, or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

Fraud Or Misrepresentation. If Client provides Advisor any inaccurate information upon enrollment of this Agreement or during participation, Client shall have deemed to breach this Agreement and shall owe Advisor unpaid Refundable Setup Fee and/or Performance Fees upon invoice. In such event, Advisor shall have no further obligation to provide services to Client.

Status Of Client. Client represents warrants and certifies to Advisor that he/she is a sophisticated individual in the process of raising capital as conducted under this Agreement.

Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms herein shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

If the application of this Severability provision should materially and adversely affect the economic substance of the transactions herein contemplated, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

**THE TERMS OF THIS AGREEMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN ANY REFERENCED AGREEMENT OR DOCUMENT. THIS AGREEMENT SETS FORTH AND CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS, NEGOTIATIONS, CORRESPONDENCE,**

**UNDERTAKINGS, PROMISES, COVENANTS, ARRANGEMENTS COMMUNICATIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER ORAL OR WRITTEN, OF ANY PARTY TO THIS AGREEMENT.**

Each of the undersigned has voluntarily agreed to enter into this Agreement and to the terms stated above.

\_\_\_\_\_, as \_\_\_\_\_  
Client signature (Title with your company) Date

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Full mailing address of Client's residence (including street, city, state, and zip)

\_\_\_\_\_  
Client contact phone number Client contact email address

\_\_\_\_\_  
Client's Business Name (if available) Client's Business EIN (if available)

\_\_\_\_\_  
Full mailing address of Client's Business (including street, city, state, and zip)

\_\_\_\_\_  
Client's Driver's License # and State Client's Social Security Number

\_\_\_\_\_, as Manager  
Advisor's Representative Signature Date

\_\_\_\_\_  
Advisor Printed Name