

REQUIRED DOCUMENTS TO COMPLETE YOUR CONSULTATION:

In order to expedite your loan approval process, please send the following items that are marked to our office. You may scan and email them to **info@tradelender** or fax to: **(954) 827-3188**

____ Contract for Services (notarized, signed & completed)

____ Application (initial each page, sign & date)

____ Articles of Incorporation and/or Tax Form SS4

____ Driver's License (clear color copy)

____ One of the following: Utility Bill, Lease Agreement, or Mortgage Statements

____ Voided Check (see page 7)

____ Social Security Card (clear color copy)

____ Login Information for **www.creditchecktotal.com**

Username:

Password:

Username:

Password:

*****Please note: Your file will NOT be started until all documents are received. If you cannot obtain certain items please contact your sales representative for acceptable alternative documentation.**

Initial: _____; _____

TRADE LENDER CONTRACT FOR SERVICES

This AGREEMENT made this ____ day of _____ 2018, by and between, **Trade Lender, LLC** a Florida LLC and _____
Company Name: _____ (the "Company"), and
Borrower/s Name: _____ (the "Borrower/s"), having its
principal place of business at: _____
Collectively referred to as the ("Parties").

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

The types of services we will be providing you include, without limitation, establishing multiple Credit Accounts on behalf of you and/or your business; and general credit consulting. For the purpose of this letter agreement, "Credit Accounts" means credit lines, credit cards, credit facilities, accounts, loans or similar financing mechanisms, which may be unsecured, guaranteed or not, or established through your business or person/s.

Trade Lender will be providing you with credit consulting and financing services for an initial term of 3 months from the date this letter is signed by you. This term will be automatically extended for an additional period of 3 months if our services continue beyond the initial term. You may terminate our services only upon our failure to perform as agreed for not less than 30 days.

We expect to help increase your Dunn & Bradstreet / Experian/Equifax / Fair Isaac / TransUnion / Paydex credit score and, thereby, maximize your borrowing power. In order to provide you these services, we may evaluate your creditworthiness by obtaining a credit report or background information about you and/or your business from other appropriate sources. Accordingly, you will be asked to complete an application detailing certain personal, business, and financial information, and you agree to take any other actions reasonably requested to assist us in obtaining information and credit opportunities as may be required.

You will not be required to pay us an up-front fee. One of our goals is to help you obtain an acceptable Dunn & Bradstreet / Experian / Equifax / Fair Isaac / TransUnion / Paydex credit score, reduce revolving accounts to less than forty five percent (45%) of the limit; limit, reduce or remove excessive inquiries or other material derogatory information from your credit report.

Initial: _____; _____

Once we have verified newly established Credit Accounts opened on behalf of you or your business, you agree to the following fees:

▪ **14.99% of Gross Approvals Upon our Verification of Newly Established Credit Accounts with Credit Lines Aggregating a minimum of \$5,000.00 USD**

You agree that fees or any other amount due may be automatically deducted via ACH or electronic/substitute check to your bank account by us. You acknowledge that these fees are non-refundable once we have met the minimum threshold for charging the respective fee. Moreover, you specifically waive any option to, and agree to not, cause any chargeback/dispute of fees once processed. The below paragraphs describe our conflict resolution procedures to which you agree.

Due to the nature of our services, you agree to not apply, establish or cause the opening of new Credit Accounts or modify your existing Credit Accounts during our engagement term without the prior written consent of us. Further, you will provide guaranties and/or collateral at such times and to such extent as necessary for the established Credit Accounts.

All billings will be made in accordance with the Fee Policy Statement, and you agree it is a material basis of, and incorporated into, this letter agreement. Please carefully review the Fee Policy Statement and contact this office immediately to discuss any questions you might have. Although we ask that you sign and return a copy of this letter, please understand that even if you do not do so, your acceptance of our services constitutes your acceptance of the terms of this correspondence and the accompanying policies for the duration of our engagement.

However, if you breach any of this or any other agreement between you and us, you agree to pay us a liquidated damages in the amount of the fee that would otherwise be charged had we met our proposed funding, minus any fees actually paid by you.

You specifically acknowledge that you are solely responsible for payment of any debts incurred through the Credit Accounts and waive any claims against us. Further, you hereby agree to indemnify, defend and hold **Trade Lender**, its subsidiaries, and affiliates, and each of their successors, licensees, distributors, and assignees and their respective officers, owners, executives, employees, attorneys, and other agents, harmless from and against any and all claims, actions, judgments, damages, losses, penalties, liabilities, costs and expenses of whatever kind and nature imposed on, incurred by, or asserted against us or the foregoing parties arising out of or in connection with the services provided by us or any breach by you of any agreement between you and us.

We agree that any fee arising out of this Contract not paid to the Company once services are rendered can be enforceable by placing into collections. This can result with a judgment being placed on borrower's credit profile. Company reserves the right to pull borrower's credit within 1-2 months post services rendered to verify all lines obtained, in the event client is uncooperative with contract terms. We agree that all disputes arising out of our engagement shall be brought before a neutral mediator. If the parties are still unable to reach an amicable solution, each party shall submit to binding arbitration in Broward County, Florida. If we are required to bring an action or otherwise spend time attempting to collect amounts due us for services rendered, you will also be responsible for our costs and reasonable attorney's fees, if we prevail in such proceedings.

Initial: _____; _____

This letter shall be governed by the internal laws of the State of Florida. This is the complete and final expression of our agreement with regards to your retention of us and our services to you. No amendment of this letter is effective unless made in writing and signed by you and us. If any provision of this letter is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to your and our last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, we agree that 10 days prior written notice will be reasonable.

If you are a company, you and the undersigned represent and warrant that the signatory hereunder is authorized to execute this letter on your behalf and there are no further company proceedings or authorizations necessary prior to its enforcement.

We thank you in advance for the opportunity to be of assistance to you and look forward to working with you. Should you have any questions, please feel free to contact us.

POWER OF ATTORNEY:

To all persons; be it known, that the undersigned as grantor hereby makes and grants a Limited and specific Power of Attorney to **Trade Lender** 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 any and 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 any and all documents that are alleged or claimed to be my responsibility and to sign on my behalf for the completion of my business interest.
- 4) To establish multiple Credit Accounts on behalf of you and/or your business. The signed Borrower Information Application outlines information to be utilized for such services provided.

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.

Initial: _____; _____

FEE POLICY STATEMENT

This Fee Policy Statement (“Policy Statement”) describes how we, **Trade Lender**, bill for services and details our policies and procedures as they relate to the provision of services to clients. We believe that we can serve our clients better if they know about our policies at the beginning of our engagement.

We make no guarantees as to the interest rates or terms in which credit may be granted to our clients by lenders and other financial institutions. We may, and generally will, apply for credit lines on behalf of our clients at banks and institutions who may report to the credit bureaus. We cannot guarantee that such banks or institutions will not report to our clients’ personal credit or business credit. These decisions and their impact on our clients’ credit, either positive or negative, are completely out of our control.

Our fees are not contingent on our clients’ needs for financing or lack thereof. Accordingly, clients may not cancel, withdraw, intentionally cause to be denied, or fail to follow through on a credit application unless given permission in writing by us. Additionally, if a client does not provide us with an approval or denial letter from the lender within 30 days of submitting an application for credit, such application will be deemed approved and we will include the requested amount in calculating total credit obtained and fees owed. Once the aggregate credit limit is achieved, fees shall be considered fully earned and non-refundable.

We bill our clients automatically using an ACH (Automated Clearing House) or electronic/substitute check provided or approved by the client. All amounts due and owing are billed upon verification of newly established accounts on behalf of the client with the requisite aggregate credit lines. If we are unable to collect fees due for any reason, we will attempt to ACH or electronic/substitute check the client’s bank account up to 3 times. Balances unpaid after 3 attempts will accrue interest at an annual rate of 15%, compounded daily. We may suspend or terminate our services if any statement is left unpaid for more than 15 days. All unpaid charges at the expiration or termination of services will become immediately due and payable. Additionally, we will automatically ACH or electronic/substitute check up to \$250 on a client’s bank account for an administrative processing fee and cost associated with maintaining secure storage of client data.

Upon a client’s failure to pay fees when and as due, we will provide the client with 5 days written notice, at the end of such time we may suspend our services until all fees are paid. Additionally, we may terminate our services if provision of such services would be unlawful or our services have remained suspended for more than 10 days due to failure to pay fees. If we elect to terminate our services, clients will not be entitled to a refund or return of any funds paid to us.

Initial: _____; _____

I hereby accept this contract and all the terms/conditions as stated above.

CLIENT and GUARANTOR:

Name (Printed): _____

Business Name: _____

Title: Date: _____

Trade Lender

ACH Authorization Form

Please provide Printed Voided Check or Bank Letter

Add Delete Change

Company/ Individual Name: _____

Address: _____

City: _____ State: _____

Phone: _____

Funds Settlement Information

Bank Name: _____

Account Name: _____

Routing # (9 digits) _____

Account # _____

I (hereinafter referred to as Client) hereby authorize Trade Lender to initiate ACH transfer entries and to credit and/or debit the above referenced account. This authorization shall remain in effect unless and until Trade Lender has received written notification from Client that this authorization has been terminated in such time and manner to allow Trade Lender to act. Undersigned represents and warrants to Trade Lender that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

_____/ /
Account Owner Signature Date

Print Name and Title

Debit Payment Details:

Payment Amount:

Number of payments:

Date of next payment:

Frequency of Payments:

ATTACH PRE-PRINTED VOIDED CHECK
OR
BANK LETTER