



Business Funding Agreement

THIS AGREEMENT (the “Agreement”) is made and entered this _____ (the “Effective Date”), by and between **CARTER & CARTER BUSINESS SOLUTIONS LLC** (hereinafter referred to as the “Broker”) who is duly organized under law and having a place of business within the State of Florida, and _____ (hereinafter referred to as the “Applicant”) with a physical address of _____; collectively referred to as the “Parties.”

Recitals

The Applicant wishes to engage the Broker to provide services described herein, and said Broker agrees to provide such services for a “Consulting Fee” based on commission.

The Applicant acknowledges that the Broker will attempt to secure a loan, line of credit, or credit card for the specific amount requested by the Applicant; however, the Applicant shall accept an alternative option of a series of loans, line of credit, and credit cards totaling the requested amount; and the receipt and sufficiency of which are hereby acknowledged, accepted, and agreed to, the Parties intending to be legally bound, agree to the Terms and Conditions set forth below: The term “Applicant” shall include all persons or entities affiliated with Applicant, including, but not limited to, partners, shareholders and shareholders of partners or Applicant.

Agreement

Lender’s/Broker’s Exercises of Due Diligence: Carter & Carter Business Solutions LLC agrees to use their best efforts to exercise due diligence to obtain a loan satisfactory to Applicant from available lending institutions or private lending sources. Carter & Carter Business Solutions LLC has no authority to make promises, representations or warranties for lender(s) unless the terms are set forth in writing signed by the lender. Carter & Carter Business Solutions LLC shall have no liability if it uses its best efforts but is unable to obtain a lender(s) willing and able to fund this loan.

Applicant’s Representation and Warranties: Applicant represents that information furnished, is true, accurate and complete to the best of the Applicant’s knowledge and belief and no material information has been withheld.

Applicant's Agreement to Cooperate: Applicant agrees to cooperate with gathering and providing the necessary information and documentation for the lender(s) intending to make the loan. Applicant's satisfaction with the loan terms shall be evidenced by Applicant's written execution of the loan documents submitted to the escrow holder by the lender(s).

1. FEES

II. **Fees.** The Applicant hereby agrees to pay the following fees:

- a) **Processing Fee.** The Applicant agrees to pay the Broker a non-refundable processing fee of \$100 for services performed in accordance with this Agreement, whether or not the proposed financing is completed.
- b) **Broker Fee.** The Applicant agrees to pay the Broker a success fee equal to 5% of any credit facility secured by the Broker on behalf of the Applicant. The success fee does not include any point(s) to be paid to the lending institution or any closing costs paid by the applicant. The Broker fee is fully earned by the Broker when the financing has been approved in writing by a lender with terms and conditions acknowledged in writing to be acceptable to the Applicant.

II. **Lender Fees.** The Applicant understands that a lender may require a cash deposit prior to issuance and acceptance of a loan commitment. Any such deposits will be collected and retained by the lender, subject to the lender's policies and procedures.

2. PAYMENT TERMS

The broker fee shall be paid by the Applicant in full immediately after disbursement of the funds. Payment shall be made in Zelle, CashApp, Venmo, Apple Pay, Crypto, Credit Card, Debit Card, or Wire Transfer made payable to the Broker, or as otherwise mutually agreed upon by the Parties. Failure to make the payment within the specified timeframe shall result in penalties as outlined in Section 4 of this Contract.

3. NO REFUND ON CONSULTING FEE

- a. The Consulting Fee charges payable by Applicant to Broker for services rendered shall be considered final and non-refundable.
- b. The Applicant acknowledges and agrees that the Consulting Fee charges for services rendered by the Broker are earned upon execution of the funding agreement or successful funding acquisition, regardless of the subsequent outcomes or performance of such financing arrangements.
- c. Any disputes or disagreements regarding the Consulting charges shall be resolved through negotiation and in good faith between the Broker and the Applicant. Both parties shall make reasonable efforts to reach a mutually agreeable resolution, without involving any refund claims or demands.
- d. This clause shall survive the termination or expiration of any engagement or agreement between the Broker and the Applicants, including but not limited to disengagement, dissolution, or completion of the funding arrangement.

I, the Applicant have understood and accept the “No Refund on Consulting Fee Clause” and will not attempt any chargeback or dispute these charges.

_____ **Applicant’s Initials**

4. DEFAULT AND PENALTIES

In the event of default by the Applicant in the payment of the acquisition fee as per the agreed-upon terms, the Applicant shall incur penalties, including but not limited to late payment fees, interest charges, and reimbursement of any legal or collection costs incurred by the Broker in pursuit of collecting the outstanding amount. The broker will also file a lien or judgment against the Applicant.

5. LIMITED WARRANTY

Broker shall render services under this Agreement in a diligent manner. No other warranty is expressed or implied regarding Broker services, recommendations, or consultation, including, but not limited to Broker or lender performance. Broker 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; likewise, the Broker does not guarantee the loan terms or rates offered and made available by the participating lender through this Agreement are the best terms or lowest rates available. Applicant understands nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in.

6. LIMITED LIABILITY

The parties agree that the Broker shall not be liable for lost product, lost profit, or any other incidental or consequential damages that may result from the Broker or associated lender services, recommendations, or consultations under this Agreement.

7. GENERAL PROVISIONS

a. **LIMITED POWER OF ATTORNEY** Broker is not a direct financial lender. Applicant agrees and authorizes Broker to coordinate a financial plan and payment schedule utilizing a limited Power of Attorney to represent the Applicant by electronically, verbal, or written means regarding the financial loan application and verification process. The Broker is not a lender and does not make credit decisions in connection with loans.

To ensure transparent and responsible financial management, our Broker adheres to a strict policy regarding the application for financial products on behalf of our clients. Specifically, we will not apply for any short-term loans, credit facilities, or credit cards that accrue interest without obtaining explicit permission from the client involved. This policy underscores our commitment to upholding our clients' best interests and maintaining a high standard of fiduciary responsibility.

b. **Financing is not Guaranteed.** The Applicant understands and agrees that this Agreement is not a guarantee and that the proposed financing may not be successfully completed. If acceptable financing cannot be obtained, the Broker’s obligation shall be limited to advising the Applicant that the Broker is unable to procure the proposed financing.

c. **Information for Applicant.** The Applicant agrees to provide any requested information and to execute

and deliver the appropriate completed forms that may be customarily required to secure financing on the Property.

d. **Term of this Agreement.** The term of this Agreement is _____ days and shall remain in full force and effect from the date of its execution until its expiration. This Agreement may be modified or canceled upon written notice.

This agreement constitutes an entire understanding and cannot be modified unless agreed to in writing and signed by all parties. This agreement is binding on the parties aforementioned, their heirs and assigns and all others succeeding in the interest to any party either directly or indirectly.

8. POWER OF ATTORNEY

a. By executing this Agreement, Client hereby authorizes Broker to: (1) act on behalf of the Client to obtain any financial and or credit history from the credit reporting agencies for the purpose of determining the Client's creditworthiness; (2) access financial information and account statements related to Client's lines of credit; (3) forward Client's financial information to Broker's business partners and affiliates to engage the services of professional advisors, lenders, etc. for the purpose of obtaining credit approval on behalf of Client; (4) do all other acts necessary or incidental to the foregoing, including executing all documentation necessary to assist Client in obtaining credit approval.

To ensure transparent and responsible financial management, our Broker adheres to a strict policy regarding the application for financial products on behalf of our clients. Specifically, we will not apply for any short-term loans, credit facilities, or credit cards that accrue interest without obtaining explicit permission from the client involved. This policy underscores our commitment to upholding our clients' best interests and maintaining a high standard of fiduciary responsibility.

The Applicant undersigns as Grantor and hereby grants a Limited Power of Attorney (herein known as "Attorney-in Fact") to Broker and its consultants. The Attorney-in-Fact shall act on behalf of the Applicants as if the Applicant was personally present, with respect to the following matters:

- 1) To the extent permitted by the law to act through an agent;
- 2) To obtain any and all forms the Attorney-in- Fact may deem necessary for the effective representation of my interest in this matter; and
- 3) To request and receive any and all documents that are alleged or claimed to be the Applicant's responsibility and to sign on the Applicant's behalf for the completion of the business described herein.

The Attorney-in-Fact shall be revoked upon:

b) 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. _____ **Applicant's Initials**

b. **LIMITED LIABILITY** The Broker is not an agent of the Applicant or any participating Lender.

Each specific lender is solely responsible for its services to the Applicant, and the Applicant agrees that the

Broker holds no liability for damages or costs of any type arising out of or in any way connected with the use of Broker services or any lender associated with the Broker. Applicant agrees any lender considering a loan request may retain any loan request form or communications of the Applicant, whether or not the Applicant is approved or not approved for a loan.

Applicant acknowledges Broker is not liable for any decrease in FICO scores or credit ratings during the application process. The Broker and its lenders have the right to pull consumer credit reports and verify information in order to provide an accurate assessment of the financial loan request. By submitting a signed financial loan request, the Applicant agrees and provides an expressed invitation to each lender and its financial loan officers interested in making contact with the Applicant by telephone, text, or email at the contact information the Applicant provided, so the lenders may assist the financial transaction. Applicant agrees Broker and its lenders may record calls in connection with the financial loan request.

c. **GOVERNING LAW** This Agreement has been entered into effect in the country of the United States of America, in the State of Nevada, and shall be governed by, construed, and enforced in accordance with the laws of the United States of America and the State of Nevada. By utilizing our services you consent to this Agreement and consent to being subject to the laws of the United States of America and the State of California, regardless of your physical location. If for any reason a court of competent jurisdiction finds any provision or portion of the Agreement to be unenforceable, the remainder of the terms and conditions shall continue to be in full force and effect.

d. **ARBITRATION** Any dispute or claim arising out of or relating to this Agreement shall be settled by Arbitration in the State of Nevada with said Arbitration location at the sole discretion of the Broker. The Parties shall share equally (50%) all fees and costs, subject to fee-shifting in favor of the prevailing party. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction.

Any claim or controversy arising out of or relating to the use of this Agreement, to the goods or services provided by the Broker, or to any acts or omissions for which you may contend the Broker is liable, including but not limited to any claim or controversy as to arbitrarily ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules.

e. **ATTORNEY FEES** Any legal action, arbitration, or other proceeding brought against either party which arises out of or relating to this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable Attorney fees and other costs, including, but not limited to arbitration fees and costs, court fees and costs, consulting fees, witness fees, and expert witness fees incurred as a result of that action or proceeding, in addition to any other relief the court or arbitrator deems necessary or entitled.

f. **AGREEMENT BINDING ON SUCCESSOR** This Agreement constitutes the entire Agreement between all parties pertaining to the subject matter contained within and supersedes all prior and contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties and mailed via first-class mail. Subject to the limitations on assignment set forth above, this Agreement ensures to the benefit of and is binding on the parties and their respective heirs, representatives, and/or assigns.

g. **WAIVER & SEVERABILITY** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a

continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is declared invalid or unenforceable, in whole or in part, for any reason, it is the intent of the Parties that all the other provisions of this Agreement, or portions of them, be construed to remain fully valid, enforceable, and binding on the parties.

Christopher Carter
VP/ Business Funding Division

Agreed to by:

Applicant Name

Applicant Date

Applicant Signature