
CONTRACT FOR SERVICES

This AGREEMENT made _____, by and between BRASWELL CAPITAL SOLUTIONS/NEXT STEP CAPITAL/LA ENTERPRISES, LLC (the "Company"), and _____, (the "Borrower") collectively referred to as the "Parties." The borrower acknowledges that the Company will attempt to secure a single loan for the amount requested; however, the Borrower will accept in the alternative a series of loans that total the requested amount. Company agrees to work as a consultant for Borrower for a fee based on the amount of funding raised for Borrower.

WITNESSETH:

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

I. GENERAL PRINCIPALS

You agree that you have authorized Company to help arrange for financing on your behalf and/or the behalf of your business. Company agrees to use its current marketplace knowledge to assist borrowers in finding different financing options for the Borrower's particular situation. Company does not endorse or recommend the product(s) of any particular Lender. Company is not an agent of either the Borrower, or any participating Lender. The Company's services are consultative and administrative only. The Lender, and not Company is solely responsible for its services to the Borrower, and the Borrower agrees that Company shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. 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, Company does not guarantee that the loan terms or rates offered and made available by the participating Lender(s) through this agreement are the best terms or lowest rates available in the market. The Company is not a lender and does not make loans or credit decisions in connection with loans. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock in agreement.

By providing Company with the Borrowers information and/or submitting a loan request, the Borrower gives Company permission to apply in the Borrowers name for loans, lines of credit and/or credit cards for the borrower, for the sole benefit of the borrower and to make recorded calls to remind the Borrower of any deadlines or issues in connection with the Borrower's loan request. Borrower also authorizes Company to view consumer credit reports if needed and verify other credit information, including past and present references. It is understood that a copy of this contract will also serve as authorization.

II. COMPENSATION FOR SERVICES

The Borrower acknowledges that the Consulting Fee for the Company's services is offered on a contingency basis, with no fee due unless you receive funding. The Borrower agrees to pay the Company a consulting fee equal to 15% of the total funded loan amount within 48 hours of receipt of funding. If payment is not received within the proper time frame, client understands that loans/credit lines will be shut down and sent to collections, with entire balance being due along with appropriate collection fees. Client understands such activity will be reported to all credit bureaus.

This agreement will remain in effect until final invoice is paid. Company will notify Borrower of final invoice. During this time, you agree not to circumvent the Company by subsequently applying on your own or to modify an existing loan made between you and our recommended lending partner(s), regardless of your prior relationships or accounts with the lender.

III. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Borrower and the Company and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between the Borrower and the Company with respect to this agreement and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of all states, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

The Borrower hereby does grant a limited and specific power of attorney to Company as “attorney-in-fact.” Said attorney-in-fact shall have the full power and authority to undertake and perform. *only* the following acts on borrower’s behalf and only for the borrower’s sole benefit:

- a. Make applications for Loans, lines of credit and/or credit cards (and any other credit instruments);
- b. Processing applications for Borrower and for Borrower’s sole benefit; and
- c. An email account for application correspondence with lender(s).

Both parties acknowledge that the limited Power of attorney set forth shall terminate upon payment of fees in their entirety, unless Borrower request that the Company process additional credit card applications.

IV. DISCLOSURES/OTHER TERMS & CONDITIONS

We cannot guarantee that you will be approved for any specific amount, and the consulting fee will only be due on the amount approved, not the amount quoted. Installment loans usually do not exceed \$100,000 each and will average less. Lines of credit and credit cards usually do not exceed \$50,000 each and will average less. Several credit applications may be submitted in order to achieve your total requested financing amount. Each credit application will result in a new inquiry on your personal credit report(s) because each lender will need to obtain your personal credit report(s) in order to underwrite your credit application. The normal range of interest rates for loans and lines of credit is 4.5% to 23.5% but the interest rate you receive may be higher or lower. Many customers take advantage of balance transfer rates between lines/cards to obtain rates as low as 0-3% but consultation fee is not contingent on these rates and/or options.

The consulting fee is not contingent on your subsequent acceptance, need or lack thereof for the financing and, as such, you may not cancel withdraw intentionally, or fail to follow through on a credit application to any lender to include those with which you already have an existing relationship.

If a credit application for unsecured financing is submitted without our written authorization, you hereby agree that such credit application will be treated the same way as a credit application submitted by us, with the exception that the submission date will be considered to be the same as the date the lender placed an inquiry on your credit report. You hereby authorize us to obtain your personal and business credit reports for purposes of reviewing and or collecting on your account. Borrower 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.

Borrower acknowledges and confirms that any and all information that he/she provides the Company is truthful, accurate and correct. If such information changes, Borrower is obligated to notify the Company of those changes.

Borrower acknowledges that it has consulted with legal counsel regarding the terms of this Agreement or has opted to waive his/her right to seek such counsel.

A. DEFINITIONS:

1. Consulting Fee: Fee paid to Company for the expert review, advice, preparation and submission of your credit application(s).
2. Funded: Funds have been made available to you.
3. Trade lines: Active open accounts on your personal credit report.
4. Lender: Any party that extends credit to Borrower to include but not limited to Banks, Credit Unions, P2P lending platforms, hedge funds, individual investors.
5. Client: Also referred to as Borrower, is person we are consulting and applying for funding.

B. DISPUTE RESOLUTION:

Client is hiring Company as a consultant to obtain loans and lines of credit. Client agrees to pay a fee for this service by paying a percentage of the amount raised as set forth in this document. Failure to do so will result in Company sending client to third party collections for amounts not paid. Third party collections will pursue court ordered judgments in addition to other collection procedures. Cost of collections, when applicable, will be assessed to the client at the rates and terms below.

1. A Finance Charge of 1 1/2% per month (annual percentage rate of 18%) of the unpaid balance will be added monthly. Should collection become necessary by legal suit or other means, the customer agrees to pay all costs of collection including attorney fees, court costs, including charges and collection agency fee which would be 35% of the balance assigned, with or without suit.
2. In the event payment under this agreement is not made at the time and in the manner required, the undersigned agrees to pay all costs of collection, including attorney fees, court costs, including charges and collection agency fees, which would be 35% of the balance assigned, with or without suit.
3. Interest at the rate of 1 1/2% per month (18% per annum) will be charged on all past due balances. In the event the account is delinquent and satisfactory arrangements have not been made for payment, all legal fees, attorney fees, court costs, including charges and collection agency fee of up to 35 % of the balance assigned, with or without suit.

SIGNATURE: _____ **DATE:** _____

C. ACKNOWLEDGMENT:

By my signature I confirm I have full authority to execute this agreement and to obligate all companies firms, corporations, partnerships, organizations, individuals, and/or entities referenced herein, and certify that although Company may provide informational advice and/or guidance on lender requirements for approval, the information provided to Company is truthful, accurate, and complete, and hereby release and hold harmless Company and its principals, employees, and/or representative(s) or any and all liability or responsibility that may arise as a result of the credit application submitted by me or on my behalf, including incorrect numbers, dates, and descriptions.

Entire Agreement: I understand that this agreement is the complete and final agreement and that there are no other verbal, implied, or assumed agreements.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT IN WITNESS WHEREOF; the Parties hereto have hereunder signed their names as hereinafter set forth. The Borrower and the Company.

D. AGREEMENT DESIGNATION AND SUBMITTAL INSTRUCTIONS:

Contract must be SIGNED, dated and scanned and emailed OR signed electronically. Items also required with this package are listed below, they can be attached to this document or sent via e-mail.

- Clear and enlarged color copies of valid identification card (Must show all four corners)
- Most recent utility bill to address we are applying in.
- If possible income verification in form of pay stubs or tax returns.

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

Applicant Name (Print) _____

SIGNATURE: _____ **DATE:** _____

APPLICATION

REQUIRED DOCUMENTS TO PROVIDE SERVICE:

In order to start processing your file, please send the following items that are marked to our office.

- ✓ **Signed Consulting Agreement (above)**
- ✓ **Full Application (below)**
- ✓ **Color copy of Your Driver's License**
- ✓ **Utility Bill**
- ✓ **Proof of Income**
- ✓ **Copy of Social Security Card**
- ✓ **Copy Of Credit Report**
- ✓ **Voided Check (Personal Only)**

*****Please note: Your file CANNOT be started until all documents are received. If you happen to have lost certain items please contact your processor for acceptable replacements.**

Funding Application	
Full Legal Name	
Date of Birth	
Social Security Number	
Mother's Maiden Name	
Client E-Mail Address	
Home Phone Number	
Cell Phone Number	
Credit Score:	
Current Address	
Current City, ST & Zip	
Own/Rent Amount	
Address Duration	
If less than 2 years:	
Previous Address	
Previous City, ST & Zip	
Employer	
Employer Address	
Employer City, ST & Zip	
Employer Phone Number	
Occupation	
Date of Hire	
Annual Salary	
Other Income	
Source of Other Income	
Marital Status	
Citizenship:	
Drivers License #	
State of Issue	
Date of Issue	
Expiration Date	

Have you or anyone in your family ever served in the US Military? Provide details:
Amount of Funding Requested
Some Lenders verify identity by requesting a credit card to open a small account (typically \$5-\$10)
Please provide CC#
Expiration Date:
3-digit security code
Credit Monitoring Website
User ID:
Password:
Optional (only fill out if seeking business funding as well)
Full Legal Name
EIN
Business Address:
Business City, State & Zip:
Business Phone Number:
Date Started:
State Started:
Type of Biz (C, S, or LLC)
Type of Industry/Business:
Gross Annual Sales:
Net Business Income:

Total Number of Employees:	
Individual's Role / Title	

CONFIDENTIAL