



## PROFESSIONAL CONSULTING AGREEMENT

[CV1035]

I, the undersigned below do hereby agree to the following terms & conditions of this Professional Consulting Agreement (The "Agreement"):

**PROFESSIONAL FEES:** I agree to pay PPMP Group (PPMP) the Success Fee explained below and understand that the Success Fee will be based on the maximum credit limit or maximum gross loan amount of each Credit Facility obtained with the assistance of PPMP and will be due and charged to me as verbal or written confirmation is received by PPMP that each credit application is Approved, and understand that it is my sole responsibility to inform PPMP of each lender's approval or denial decision by providing PPMP with either an approval or denial letter from the lender within 30 days of each credit application's submission date. I further understand that my File will move through PPMP's proprietary process in order to maximize the amount of financing that can be obtained, and that although PPMP will never disclose all the intricacies involved in this process, it can be summarized as follows:

**OUR PROCESS:**

1. We pull your Business and Personal Credit Reports and perform an Expert Review on your File to determine all issues (Submission Conditions) that need to be resolved prior to submitting any Loan Applications.
2. We work with you to resolve as many of these Submission Conditions as possible. The quantity and type of Submission Conditions that need to be resolved, together with your level of cooperation, will determine how fast your File will be ready to be submitted to Lenders for Approval and Funding.
3. We put you in the BEST Possible Position to obtain the Financing you seek – Your File will be "As Good As It Gets".
4. We refer you to the Lenders that we know from Experience are most likely to Approve your Loan Applications and assist you in completing Application Forms and coordinating Lender Appointments and Site Visits if necessary.
5. We assist you and advise you in resolving Approval Conditions if and when they come up so that your Approvals can turn into Successful Fundings and money in your Bank Account. Please note that you must be ready to accept any type of Credit Facility obtained unless you make a special request in writing bearing your signature BEFORE we start Submissions to Lenders.
6. As you are Approved for each Credit Facility your Credit Card on File with us will be automatically charged for the Success Fee due on each Approved Credit Facility. Success Fees are Due upon Approval and NOT upon Funding in order to protect us from the possibility of Clients getting Funded and then not paying the Success Fee, which has happened in some cases and prompted us to establish this policy.
7. As each Credit Facility is Funded you can then use part of the funds to pay off the Credit Card balance that was created to pay for the Success Fee when the Credit Facility was Approved.

**\*\*\*NO UPFRONT FEE\*\*\***

FINANCING OBTAINED**	SUCCESS FEE
Amount from \$500,001+	4.9%
Amount from \$250,001 to \$500,000	5.9%
Amount from \$100,001 to \$250,000	7.9%
Amount from \$50,001 to \$100,000	15%
First \$50,000	20%

**SUCCESS FEES AUTOMATICALLY CHARGED TO CREDIT CARD ON FILE UPON APPROVAL OF EACH CREDIT FACILITY**

\*\*This is a Progressive Scale. To clarify it with an example, if you are Approved for \$500,000, you would pay 20% on the first \$50,000, 15% on the amount from \$50,001 to \$100,000, 7.9% on the Amount from \$100,001 to \$250,000, and 5.9% on the Amount from \$250,001 to \$500,000.

**MAXIMUM FINANCING REQUESTED:** \$ \_\_\_\_\_ (50K to 10 Million)

**TERM:** I understand that this Agreement will be in effect until the last credit application submitted has been concluded (approved or denied), and that I should not apply for any financing without PPMP's authorization while this Agreement is in effect.

**CLIENT DISCLOSURES:** I have read, understand, and agree with the "Client Disclosures" document attached here and understand that such document is an important and integral part and continuation of this Agreement.

BUSINESS NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

X \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature) Individually and on behalf of Business



**CREDIT CARD AUTHORIZATION**

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ALL CLIENTS MUST PROVIDE A VALID CREDIT CARD – NO EXCEPTIONS!

**IMPORTANT:**

Charges may show on your Credit Card Statement as

**“Jade Rock Enterprises LLC”**.

I, the undersigned below, do hereby authorize PPMP Group to charge my credit card account below for all Fees due PPMP as they become due.

VISA     MASTERCARD     AMERICAN EXPRESS

CARD NUMBER: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

**Security Code: (CVV2)** is a three-digit code that appears either on the signature panel or on a white box to the right of the signature panel. Portions of the account number may also be present on the signature panel. This information will be immediately destroyed upon processing.

X

DATE: \_\_\_\_\_

(Signature) Individually and on behalf of Business



### APPLICATION INFORMATION

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<b>Personal Information</b>	
Full Legal Name and Company Title	
Ownership Percentage	
Home Phone #	
Cell Phone #	
E-Mail	
Home Address	
City, State, ZIP, County	
Time at Current Address	
Previous Address	
SS# and Date of Birth	
Driver's License #	
Driver's License Issue Date	
Driver's License Issuing State	
Driver's License Exp Date	
Nearest Relative Not Living w/ You	
Relative's Phone #	
Primary Bank Name	
Do you Own or Rent?	
Value of Home	
Personal Liquid Assets	
Personal Retirement Funds	
Value of Personal Property (Cars + Boats + Household Goods)	

<b>Business Information</b>	
Full Legal Name	
Fictitious Name/DBA	
Business Phone #	
Business Fax #	
Federal Tax ID (EIN) #	
Street Address	
City, State, ZIP, County	
Entity Type	
State and Date of Incorporation	
# of Employees (Including Owners)	
Business Description	
Primary Bank Name	
Primary Bank Account #	
Primary Bank Routing #	
2008 Gross Sales	
2008 Net Income	
2007 Gross Sales	
2007 Net Income	
Business Liquid Assets	
Accounts Receivable	
Accounts Payable	
List ALL existing Unsecured Business Loans and Lines of Credit you currently have: (Lender, Balance, Credit Limit, Payment)	

X

DATE: \_\_\_\_\_

(Signature) Individually and on behalf of Business



JDBFINANCIALLLC

## CLIENT DISCLOSURES

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1. **JURISDICTION, VENUE, & COMMUNICATIONS:** YOU HEREBY UNDERSTAND AND AGREE THAT JURISDICTION AND VENUE WILL BE EXCLUSIVELY IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, STATE OF FLORIDA, REGARDLESS OF WHERE YOUR HOME OR BUSINESS IS LOCATED, AND YOU HEREBY WAIVE TRIAL BY JURY. YOU FURTHER UNDERSTANT AND AGREE THAT ALL NOTIFICATIONS AND COMMUNICATIONS RELATED TO THIS AGREEMENT SHALL BE MADE VIA E-MAIL OR FAX ONLY, UNLESS A DIFFERENT METHOD IS REQUIRED BY APPLICABLE LAW.
2. **PERSONAL GUARANTEE:** YOU HEREBY UNDERSTAND AND AGREE THAT THIS AGREEMENT IS A COMMERCIAL BUSINESS TO BUSINESS AGREEMENT WITH FULL PERSONAL RECOURSE AGAINST THE BUSINESS OWNERS LISTED HERE IN CASE OF NON-PAYMENT BY THE BUSINESS AND THAT YOU HEREBY PERSONALLY GUARANTEE PAYMENT OF ALL MONIES DUE UNDER THIS AGREEMENT. YOU FURTHER AGREE THAT WE MAY PROCEED AGAINST YOU PERSONALLY WITHOUT THE NEED TO FIRST PROCEED AGAINST THE BUSINESS, AND THAT YOUR PAYMENT HISTORY MAY BE REPORTED TO BUSINESS AND/OR CONSUMER CREDIT REPORTING AGENCIES.
3. **CREDIT AUTHORIZATION:** UPON RECEIPT OF YOUR FILE YOU HEREBY AUTHORIZE US TO OBTAIN YOUR PERSONAL AND BUSINESS CREDIT REPORTS IN ORDER TO PERFORM THE EXPERT REVIEW OF YOUR FILE, AND YOU FURTHER AUTHORIZE US TO OBTAIN SUCH REPORTS AS NEEDED FOR PURPOSES OF REVIEWING AND/OR COLLECTING ON YOUR ACCOUNT.
4. **ACH AUTHORIZATION:** YOU HEREBY AUTHORIZE PPMP TO SEND DEBIT ENTRIES FOR ANY FEES DUE PPMP AS THEY BECOME DUE ELECTRONICALLY OR BY ANY OTHER COMMERCIALY ACCEPTED METHOD, TO YOUR CHECKING ACCOUNT(S) PROVIDED TO PPMP EITHER VERBALLY OR IN WRITING, IN THE PRESENT OR IN THE FUTURE. THIS AUTHORIZES THE FINANCIAL INSTITUTION HOLDING THE CHECKING ACCOUNT TO POST ALL SUCH ENTRIES.
5. **CREDIT APPLICATIONS:** NO DOC LOANS AND LINES OF CREDIT MAY COME AS PERSONAL INSTALLMENT LOANS IN INCREMENTS OF AROUND \$10,000 TO \$100,000 PER LENDER, AND 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 AND BUSINESS CREDIT REPORT(S) BECAUSE EACH LENDER WILL NEED TO OBTAIN YOUR CREDIT REPORT(S) IN ORDER TO UNDERWRITE YOUR CREDIT APPLICATION, AND THERE IS NO WAY TO AVOID THIS.
6. **INTEREST RATES:** THE NORMAL RANGE OF INTEREST RATES FOR NO DOC LOANS AND LINES OF CREDIT IS 6% TO 12%, AND FOR EZ DOC LOANS AND LINES OF CREDIT IT IS 5% TO 9%, BUT THE INTEREST RATE YOU RECEIVE MAY BE HIGHER OR LOWER, AND THE SUCCESS FEE WILL BE DUE AS LONG AS THE LENDER'S INTEREST RATE IS NOT HIGHER THAN 18%, IN WHICH CASE THE SUCCESS FEE WILL BE REDUCED BY THE DIFFERENCE BETWEEN THE ACTUAL INTEREST RATE RECEIVED AND 18% (EXCEPT CASH ADVANCES AND/OR RECEIVABLES FACTORING LINES).
7. **HIGH-RISK & RESTRICTED INDUSTRIES:** THERE ARE CERTAIN INDUSTRIES WHICH ARE CONSIDERED TO BE HIGH-RISK OR RESTRICTED TO CERTAIN LENDERS AND IF YOUR BUSINESS HAPPENS TO BE IN A HIGH-RISK OR RESTRICTED INDUSTRY IT MAY BE DIFFICULT TO OBTAIN UNSECURED BUSINESS FINANCING AND WE MAY NEED TO RESORT TO OTHER TYPES OF UNSECURED FINANCING SUCH AS PERSONAL INSTALLMENT LOANS, CREDIT CARDS, OR ANY OTHER FEASIBLE FINANCING SOURCE – PLEASE ASK US FOR A LIST OF HIGH-RISK AND RESTRICTED INDUSTRIES IF YOU ARE CONCERNED ABOUT THIS.
8. **FOLLOW-THROUGH ON CREDIT APPLICATIONS:** THE SUCCESS FEE IS NOT CONTINGENT ON YOUR SUBSEQUENT NEED OR LACK THEREOF FOR THE FINANCING AND, AS SUCH, YOU MAY NOT CANCEL, WITHDRAW, INTENTIONALLY CAUSE TO BE DENIED, OR FAIL TO FOLLOW-THROUGH ON A CREDIT APPLICATION, UNLESS WE AUTHORIZE YOU IN WRITING TO DO SO. THE SUCCESS FEE WILL STILL BE DUE IN THE UNLIKELY EVENT WE SUBMIT YOUR CREDIT APPLICATION TO A LENDER WITH WHOM YOU ALREADY HAVE AN EXISTING RELATIONSHIP. IF YOU NOT TO PROVIDE US WITH AN APPROVAL OR DENIAL LETTER FROM THE LENDER WITHIN 30 DAYS OF EACH CREDIT APPLICATION'S SUBMISSION DATE (AS EVIDENCED BY THE E-MAIL OR FAX SENT TO YOU DISCLOSING THE LENDER'S NAME, CONTACT INFORMATION, AND INSTRUCTING YOU WHAT TO DO) WE WILL CONSIDER YOUR CHOICE OF NOT PROVIDING US WITH SUCH APPROVAL OR DENIAL LETTER TO BE YOUR PERSONAL CERTIFICATION AND FINAL CONFIRMATION THAT SUCH CREDIT APPLICATION WAS APPROVED AND FUNDED FOR THE FULL REQUESTED AMOUNT, AND THE SUCCESS FEE ON SUCH CREDIT APPLICATION WILL BE DUE AND CONSIDERED FULLY-EARNED AND NON-REFUNDABLE. IF YOU CHOOSE NOT TO FOLLOW THROUGH ON A CREDIT APPLICATION AND AS SUCH CANNOT PROVIDE AN APPROVAL OR DENIAL LETTER WITHIN THE 30 DAY TIME FRAME, YOU HEREBY AGREE AND UNDERSTAND THAT THE ONLY WAY TO AVOID PAYMENT OF THE SUCCESS FEE BASED ON THE FULL REQUESTED AMOUNT FOR SUCH SUBMISSION IS FOR YOU, PRIOR TO ANY LEGAL ACTION BEING INITIATED AGAINST YOU BY PPMP, TO PROVIDE US WITH A NOTARIZED AFFIDAVIT STATING YOU WILL NOT OBTAIN FINANCING FROM THE RESPECTIVE LENDER IN THE NEXT 12 MONTHS AND YOU WILL BE CHARGED A WITHDRAWAL FEE OF 3% (THREE PERCENT) OF THE FULL REQUESTED AMOUNT PER SUBMISSION TO COMPENSATE US FOR THE WORK INVOLVED IN SUCH SUBMISSION. AFTER LEGAL ACTION IS INITIATED AGAINST YOU BY PPMP YOU UNDERSTAND AND AGREE THAT YOU HAVE BEEN GIVEN AMPLE TIME TO PROVIDE THE DOCUMENTATION REQUESTED BY PPMP AND YOUR CHOICE OF NOT PROVIDING THIS DOCUMENTATION IN A TIMELY MANNER SHALL CONSTITUTE YOUR FINAL ACCEPTANCE AND AGREEMENT TO PAY THE FULL SUCCESS FEES DUE ON THE RESPECTIVE CREDIT APPLICATION(S) WITHOUT FURTHER ARGUMENT OR DISPUTE.
9. **UNAUTHORIZED CREDIT APPLICATIONS:** IF A CREDIT APPLICATION 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 AND THE REQUESTED AMOUNT WILL BE THE AMOUNT OF FINANCING REQUESTED IN THIS AGREEMENT.



**CLIENT DISCLOSURES**(Continued)

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**10. NO GUARANTEES:** WE CANNOT GUARANTEE THAT YOU WILL BE APPROVED FOR ANY SPECIFIC AMOUNT, AND THE SUCCESS FEE WILL STILL BE DUE IN CASE THE APPROVED AMOUNT IS LOWER THAN THE AMOUNT REQUESTED, AND ALTHOUGH YOU MAY REQUEST A CERTAIN TYPE OF UNSECURED FINANCING, WE CANNOT GUARANTEE THAT YOU WILL BE APPROVED FOR ANY PARTICULAR TYPE OF UNSECURED FINANCING AND YOU HEREBY AGREE TO ACCEPT ANY TYPE OF UNSECURED FINANCING OBTAINED, INCLUDING BUT NOT LIMITED TO LINES OF CREDIT, LOANS, CREDIT CARDS, AND/OR CHARGE CARDS.

**11. CHARGE CARDS AND CREDIT CARDS WITH NO PRE-SET SPENDING/CREDIT LIMIT:** YOU HEREBY UNDERSTAND AND AGREE THAT IF YOU ARE APPROVED FOR A CHARGE CARD OR CREDIT CARD WITH NO PRE-SET SPENDING/CREDIT LIMIT, SUCH APPROVAL WILL BE CONSIDERED TO BE THE SAME AS AN APPROVAL FOR A \$75,000 (SEVENTY-FIVE THOUSAND DOLLAR) CREDIT LIMIT BECAUSE THAT IS A REASONABLE MEASURE OF THE SPENDING POWER OF SUCH CHARGE CARD OR CREDIT CARD.

**12. ADVERSE CHANGES TO CREDIT FACILITIES:** THERE IS ALWAYS THE REMOTE POSSIBILITY THAT THE LENDER MAY LOWER YOUR CREDIT LIMIT OR TAKE SOME OTHER TYPE OF ADVERSE ACTION AFTER YOU ARE FUNDED EITHER ARBITRARILY OR BECAUSE OF A DETERIORATION IN YOUR CREDIT RATING. YOU HEREBY AGREE AND UNDERSTAND THAT IF THIS EVER HAPPENS WE WILL NOT ISSUE ANY REFUNDS.

**13. SUCCESS FEE REFUNDS:** IN THE RARE CASE WE COLLECT SUCCESS FEES FROM YOU FOR A CREDIT APPLICATION THAT IS INITIALLY APPROVED BUT SUBSEQUENTLY IS DENIED BY THE LENDER FOR NO FAULT OF YOUR OWN, WE WILL REFUND YOU SUCH SUCCESS FEES CHARGED ONLY IF YOU CAN PROVIDE A DENIAL LETTER FROM THE LENDER WITHIN 30 CALENDAR DAYS FROM THE CREDIT APPLICATION'S SUBMISSION DATE, AND IF NO DENIAL LETTER IS RECEIVED BY US WITHIN THIS TIME FRAME THERE WILL BE NO REFUND UNDER ANY CIRCUMSTANCE.

**14. CREDIT CARD CHARGEBACKS & FALSE CLAIMS:** IF YOU INITIATE A CHARGEBACK/DISPUTE WITH YOUR CREDIT CARD COMPANY OR BANK FOR FEES COLLECTED FROM YOU IN ACCORDANCE WITH YOUR SIGNED CONTRACT(S), AND SUCH CHARGEBACK/DISPUTE IS EITHER DECIDED IN OUR FAVOR BY YOUR CREDIT CARD COMPANY OR BANK, OR LATER DETERMINED TO BE A FALSE CLAIM BY A COURT OF LAW, YOU HEREBY AGREE TO PAY 25% (TWENTY-FIVE PERCENT) OF THE AMOUNT OF SUCH CHARGEBACK/DISPUTE AS LIQUIDATED DAMAGES TO US FOR THE DAMAGES CAUSED TO OUR MERCHANT PROCESSING RELATIONSHIPS BY YOUR FALSE CLAIMS. DAMAGES TO MERCHANT PROCESSING RELATIONSHIPS CAN INCLUDE HIGHER DISCOUNT RATES, ESTABLISHMENT OF RESERVE ACCOUNTS, WITHHOLDING OF FUNDS FOR UP TO 18 MONTHS, OR EVEN ACCOUNT CLOSURE.

**15. CANCELLATION:** YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BY SENDING A WRITTEN CANCELLATION REQUEST VIA E-MAIL TO CANCELLATIONS@PPMPGROUP.COM AND YOUR CANCELLATION REQUEST WILL BE EFFECTIVE WHEN PPMP CONFIRMS RECEIPT YOUR CANCELLATION REQUEST. IF YOU CHOOSE TO CANCEL THIS AGREEMENT, EACH CREDIT APPLICATION SUBMITTED PRIOR TO OUR RECEIPT OF YOUR CANCELLATION REQUEST WILL STILL BE GOVERNED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT UNTIL EACH CREDIT APPLICATION HAS BEEN CONCLUDED AND NO REFUNDS WILL BE ISSUED FOR ANY FEES ALREADY PAID UNDER ANY CIRCUMSTANCE.

**16. COLLECTIONS:** IF YOU FAIL OR REFUSE TO PAY FEES DUE TO US WHEN THEY ARE DUE, YOUR ACCOUNT MAY BE TURNED OVER FOR COLLECTION AND POSSIBLE LITIGATION, AND YOU HEREBY AGREE TO PAY ALL REASONABLE ATTORNEYS FEES, COURT COSTS, FILING FEES, AND COLLECTION COSTS WHICH MAY BE ASSESSED BY PPMP, PPMP'S ATTORNEY, OR ANY COLLECTION AGENCY RETAINED TO PURSUE THE MATTER. YOU FURTHER AGREE TO PAY INTEREST AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM.

**17. NON-DISCLOSURE:** YOU HEREBY AGREE NOT TO DISCLOSE, INTENTIONALLY OR UNINTENTIONALLY, THE NAMES, CONTACT INFORMATION, CHARACTERISTICS, OR ANY OTHER INFORMATION ABOUT ANY LENDER, BANK, OR FUNDING SOURCE DISCLOSED TO YOU BY PPMP UNLESS PPMP AUTHORIZES YOU IN WRITING TO DO SO, AND UNDERSTAND THAT SUCH UNAUTHORIZED DISCLOSURE WILL CAUSE SEVERE DAMAGES TO PPMP.

**18. RECORDING OF TELEPHONE CONVERSATIONS:** YOU HEREBY UNREVOCABLY AUTHORIZE US TO RECORD PHONE CONVERSATIONS WITH YOU WITHOUT THE NEED FOR ADDITIONAL NOTICE.

**19. PROMOTIONAL USE:** YOU HEREBY AUTHORIZE PPMP TO USE YOUR NAME, COMPANY NAME, AND CONTACT INFORMATION FOR MARKETING AND/OR PROMOTIONAL PURPOSES, INCLUDING BUT NOT LIMITED TO CASE STUDIES, SUCCESS STORIES, AND/OR TESTIMONIALS.

**20. NON-COMPETITION:** DURING THE NON-COMPETITION PERIOD, YOU SHALL NOT DIRECTLY OR INDIRECTLY ENGAGE IN A COMPETITIVE ACTIVITY (WHETHER AS AN EMPLOYEE, AGENT, CONSULTANT, ADVISOR, INDEPENDENT CONTRACTOR, PROPRIETOR, PARTNER, OFFICER, DIRECTOR OR OTHERWISE), OR HAVE ANY OWNERSHIP INTEREST IN (EXCEPT FOR PASSIVE OWNERSHIP OF TWO PERCENT (2%) OR LESS, ON A FULLY-DILUTED BASIS, OF THE TOTAL SHARES OF ALL CLASSES OF STOCK OUTSTANDING OF ANY CORPORATION HAVING SECURITIES LISTED ON THE NYSE, THE AMERICAN STOCK EXCHANGE, OR TRADED ON NASDAQ), OR PARTICIPATE IN THE FINANCING, OPERATION, MANAGEMENT OR CONTROL OF, ANY FIRM, PARTNERSHIP, CORPORATION, ENTITY OR BUSINESS THAT ENGAGES OR PARTICIPATES IN A COMPETITIVE ACTIVITY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. INJUNCTIVE RELIEF: PPMP MAY PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE PPMP ALLEGES OR CLAIMS A VIOLATION OF THE NON-COMPETITION SECTION OF THIS AGREEMENT. IN THE EVENT PPMP SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.



CLIENT DISCLOSURES(Continued)

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21. RELEASE & HOLD HARMLESS: YOU HEREBY CERTIFY AND AGREE THAT ALTHOUGH PPMP MAY PROVIDE INFORMATIONAL ADVICE AND/OR GUIDANCE ON LENDER REQUIREMENTS FOR APPROVAL, THE INFORMATION PROVIDED TO PPMP AND TO LENDERS IS TRUTHFUL, ACCURATE, AND COMPLETE, AND HEREBY RELEASE AND HOLD HARMLESS PPMP AND ITS PRINCIPALS, EMPLOYEES, AND/OR REPRESENTATIVES OF ANY AND ALL LIABILITY OR RESPONSIBILITY THAT MAY ARISE AS A RESULT OF CREDIT APPLICATIONS SUBMITTED BY YOU OR ON YOUR BEHALF, INCLUDING INCORRECT NUMBERS, DATES, AND DESCRIPTIONS.

22. LIMITED POWER OF ATTORNEY: YOU HEREBY APPOINT PPMP, ITS PRINCIPALS, EMPLOYEES, AND/OR REPRESENTATIVES, YOUR TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR YOU AND IN YOUR NAME, PLACE, AND STEAD, AND FOR YOUR USE AND BENEFIT TO ENDORSE IN YOUR NAME, SUBMIT, EXECUTE, ACKNOWLEDGE AND/OR DELIVER CREDIT APPLICATIONS AND OTHER DOCUMENTATION TO POTENTIAL LENDERS, AND TO COMMUNICATE WITH SUCH LENDERS REGARDING YOUR ACCOUNT WITHOUT THE NEED FOR FURTHER AUTHORIZATION FROM YOU. YOU FURTHER GIVE AND GRANT UNTO YOUR SAID ATTORNEY-IN-FACT FULL POWER AND AUTHORITY TO DO AND PERFORM EVERY ACT AS PPMP, ITS PRINCIPALS, EMPLOYEES, AND/OR REPRESENTATIVES, SHALL DEEM NECESSARY AND PROPER TO BE DONE IN THE EXERCISE OF ANY OF THE FOREGOING POWERS AS FULLY AS YOU MIGHT OR COULD DO IF PERSONALLY PRESENT, WITH FULL POWER OF SUBSTITUTION AND REVOCATION.

23. ASSIGNMENT: PPMP PARTY MAY ASSIGN ALL OR PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU, BUT YOU MAY NOT ASSIGN ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT PPMP'S PRIOR WRITTEN AUTHORIZATION.

24. SEVERABILITY: IF A PROVISION OF THIS AGREEMENT IS OR BECOMES ILLEGAL, INVALID OR UNENFORCEABLE IN ANY JURISDICTION, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY IN THAT JURISDICTION OF ANY OTHER PROVISION OF THIS AGREEMENT OR THE VALIDITY OR ENFORCEABILITY IN OTHER JURISDICTIONS OF THAT OR ANY OTHER PROVISION OF THIS AGREEMENT.

DEFINITIONS: "SUCCESS FEE": FEE PAID TO PPMP FOR THE EXPERT CONSULTING, ADVICE, PREPARATION, AND/OR SUBMISSION OF YOUR CREDIT APPLICATIONS. "EXPERT REVIEW": THE INITIAL ANALYSIS OF YOUR FILE WHERE WE OBTAIN YOUR BUSINESS AND/OR PERSONAL CREDIT REPORTS AND DETERMINE WHAT ISSUES NEED TO BE RESOLVED (IF ANY) BEFORE YOUR FILE CAN BE SUBMITTED TO LENDERS FOR APPROVAL AND FUNDING . "NO DOC": INCOME AND ASSETS ARE NOT VERIFIED BY THE LENDER PRIOR TO FUNDING IN THE MAJORITY OF SITUATIONS, BUT THERE MAY BE CERTAIN INSTANCES WHEN THE LENDER MAY REQUEST INCOME AND/OR ASSET DOCUMENTATION TO VERIFY THE INFORMATION PROVIDED IF THE LENDER DETERMINES THAT IT IS NECESSARY."EZ DOC": YOUR PERSONAL AND/OR BUSINESS TAX RETURN TRANSCRIPT(S) ARE OBTAINED BY PPMP DIRECTLY FROM THE IRS USING IRS FORM 4506T TO FACILITATE THE PROCESS FOR YOU, BUT LENDERS MAY STILL REQUIRE YOU TO PROVIDE FULL COPIES OF YOUR TAX RETURN(S) AND/OR ADDITIONAL DOCUMENTATION. "SUBMISSION": THE FORWARDING OF A COMPLETED CREDIT APPLICATION DIRECTLY TO UNDERWRITING (OR IN SOME CASES DIRECTLY TO YOU, WITH SPECIFIC INSTRUCTIONS ON HOW TO SUBMIT IT TO UNDERWRITING, WHICH MAY NEED TO BE DONE VIA PHONE, FAX, OR IN SOME CASES IN PERSON, DEPENDING ON THE LENDER AND THE CIRCUMSTANCES). "APPROVED": WE HAVE RECEIVED VERBAL OR WRITTEN CONFIRMATION FROM YOU OR FROM THE LENDER THAT A CREDIT APPLICATION HAS BEEN APPROVED BY THE LENDER, WITH OR WITHOUT FURTHER APPROVAL OR FUNDING CONDITIONS. "FUNDED": FUNDS HAVE BEEN MADE AVAILABLE TO YOU. "ASSISTANCE OF PPMP": THE EXPERT REVIEW, ADVICE, PREPARATION, AND/OR SUBMISSION OF YOUR CREDIT APPLICATIONS BY ANY OF OUR PRINCIPALS, EMPLOYEES, CONTRACTORS, AND/OR REPRESENTATIVES. "YEARS IN BUSINESS": THE NUMBER OF YEARS YOUR BUSINESS HAS BEEN ESTABLISHED, AS EVIDENCED BY THE SECRETARY OF STATE RECORDS IN YOUR STATE AS OF THE DATE OF SUBMISSION OF THE FIRST CREDIT APPLICATION. "CANCELLATION REQUEST": WRITTEN REQUEST SENT TO US VIA E-MAIL TO CANCELLATIONS@PPMPGROUP.COM THAT SPECIFICALLY STATES THAT YOUR CONSULTING AGREEMENT IS TO BE CANCELLED. "NON-COMPETITION PERIOD": THE PERIOD COMMENCING ON THE DATE OF THIS AGREEMENT AND ENDING THREE YEARS AFTER ITS TERMINATION. "CREDIT FACILITY": ANY LOAN, LINE OF CREDIT, CASH ADVANCE, RECEIVABLES FACTORING LINE, CREDIT CARD, CHARGE CARD, LEASE, MORTGAGE, AND/OR ANY OTHER TYPE OF FINANCING.

BY MY SIGNATURE ON THE PROFESSIONAL CONSULTING AGREEMENT 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 I FURTHER AGREE THAT PPMP'S FINANCIAL LIABILITY UNDER THIS CONTRACT SHALL NEVER UNDER ANY CIRCUMSTANCE EXCEED THE SUM OF ALL FEES I HAVE PAID TO PPMP, AND THAT REFUND OF SUCH FEES SHALL BE CONSIDERED LIQUIDATED DAMAGES TO ME AND WILL BE MY ONLY REMEDY AGAINST PPMP FOR ANY POSSIBLE CLAIM I MAY EVER BRING AGAINST PPMP AND/OR ITS PRINCIPALS, EMPLOYEES, AND/OR REPRESENTATIVES.

**ENTIRE AGREEMENT:**

**I UNDERSTAND THAT THIS AGREEMENT IS THE COMPLETE AND FINAL AGREEMENT AND THAT THERE IS NO OTHER AGREEMENT OF ANY KIND UNLESS SUCH AGREEMENT IS NAMED "ADDENDUM" AND IS SIGNED AND DATED BY BOTH PARTIES.**