

# Alternative Capital, Inc. <u>Funding Agreement</u>

(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.

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

#### GENERAL PRINCIPALS

You agree that you have authorized us to help arrange for financing on your behalf and/or the behalf of your business. We agree to use its current marketplace knowledge to assist borrowers in finding different financing options for the Borrower's particular situation. Alternative Capital, Inc. does not endorse or recommend the product(s) of any particular Lender. Alternative Capital, Inc. 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 Alternative Capital, Inc. is solely responsible for its services to the Borrower, and the Borrower agrees that Alternative Capital, Inc. 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. Alternative Capital, Inc. 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, Alternative Capital, Inc. 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 submitting the loan request containing the Borrower's signature, the Borrower is extending an express invitation to each Lender(s) making loan officers to contact the Borrower by telephone at the numbers the borrower has provided, so that the Lender(s) may assist the Borrower with (his/her) transaction, and the Borrower hereby consents to any such calls, even if (his/her) phone is on any DO NOT CALL List. By providing Alternative Capital, Inc. with the Borrowers information and/or submitting a loan request, the Borrower gives Alternative Capital, Inc. permission to make recorded calls to remind the Borrower of any deadlines or issues in connection with the Borrower's loan request. Borrower acknowledges that the Company is not liable for any decrease in FICO scores or ratings during the application process.

Borrower also authorizes Alternative Capital, Inc. to order consumer credit reports and verify other credit information, including past and present references. It is understood that a copy of this contract will also serve as authorization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Borrower acknowledges that the Consulting Fee for the Company's services is offered on a contingency basis, with no fee due unless you are approved for funding, and funds have been deposited in client's bank account. Regardless if clients decide after the deposit/deposits have been made that they do not want funds they are still required to pay the fee.



#### Alternative Capital, Inc.



The Borrower agrees to pay the Company a consulting and loan placement fee equal to 10%of the total funded loan amount of credit line within 24 hours of receipt. 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 for 30 days or 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 to our recommended lending partner(s), and that you agree to pay the Company for any new loan or modification to an existing loan made between you and our recommended lending partner(s), regardless of your prior relationships or accounts with the lender. Consideration for this clause is made by us offering our fee to you on a contingency basis.

Signature: Date:

# **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 the State of Georgia, 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.

# DISCLOSURES/OTHER TERMS AND CONDITIONS

Upon receipt of your application package, you hereby authorize us to obtain your personal credit report. We cannot guarantee that you will be approved for any specific amount, and the consulting fee will still be due in case the approved amount is lower that of the amount requested. 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 4.99% to 23.5% but the interest rate you receive may be higher or lower. 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 a lender

with whom 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.



# **DEFINITIONS:**



. 1) Consulting Fee: Fee paid to Alternative Capital, Inc. for the expert review, advice, preparation and submission of your credit application.

. 2) 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).

. 3) Funded: Funds have been made available to you.

. 4) Trade lines: Active open accounts on your personal credit report.

. 5) Credit Inquiries: Number of requests by a lending institution seeking to review an applicant's credit history.

#### **DISPUTE RESOLUTION:**

Any claim or controversy arising out of or relating to the use of this agreement, that cannot be settled through negotiation, to the goods or services provided by the Company, or to any acts or omissions for which you may contend the Company is liable, including but not limited to any claim or controversy as to arbitrarily ("Dispute"), shall be settled by arbitration. Any dispute that cannot be solved in fifteen (15) days after initial mediation, shall be settled by arbitration administered by AAA The agreement to arbitrate shall not be construed as an agreement to the joiner or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN THE BORROWER AND THE COMPANY WILL BE RESOLVED BY BINDING ARBITRATION. BY SIGNING THIS AGREEMENT, THE BORROWER THUS GIVES UP ANY RIGHT TO GO TO COURT TO ASSERT OR DEFEND ANY RIGHTS. THE BORROWER AGREES TO NOT CASH BACK FOR SERVICES. THE BORROWER ALSO GIVES UP ANY RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. THE BORROWER'S RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using the Company's goods and services the Borrower consents to these restrictions. Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between the Borrower and the Company, the Parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Fulton County, Georgia. If either party employs attorneys to enforce any right in connection with any dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

# **ACKNOWLEGEMENT:**

By my signature, I confirm I have full authority to execute this agreement and to obligate all company's firms, corporations, partnerships, organizations, individuals, and/or entities referenced herein, and certify that although Alternative Capital, Inc. may provide informational advice and/or guidance on lender requirements for approval, the information provided to

Alternative Capital, Inc. is truthful, accurate, and complete, and hereby release and hold harmless Alternative Capital, Inc. 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 is 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.



Signature:	Date:
Full Legal Name	
Date of Birth//	
Social Security Number	
Mother's Maiden Name	
Address:	
Have you attended College yes or no (circle)	
Name of College:	
Degree Obtained:	
Year Graduated:	
Client E-Mail Address	
Home Phone Number Cell Phone Number (H) (C)	
Own/Rent & Amount	
Own/Rent & Amount	
If less than 2 years: Previous Address	
Employer Name	1
Hire Date:	
Employer Address	
Employer Phone Number	
Employer Position	and a land a land
Occupation Date of Hire /////	
Annual Salary	
Other Income Source of Other Income	
Marital Status:	an and a state
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 person name:	
Amount of Funding Requested:	
Some Lenders verify identity by reques	ting a credit card to open a small account
(typically \$5-\$25) Please provide	
CC#	
Expiration Date://	-
3 digit security code	
Credit Monitoring Service:	
Bank Online Login Information:	
User name: Password:	
Document Request	

Please send in the items below.



- 1. Colored Copy Of Front & Back Of Identification Card
  - 2. Colored Copy Of Front & Back Of Social Security Card
- 3. Voided Check
- 4. Utility Bill
- 5. Proof of income depending on if you work for a company or have a business, If you are a W-2 employee Please send over 2 Most recent Pay Stubs, 2 Most Recent Bank Statements, and 2017 W-2.

If you have your own Business and want to show that income then we will need 2017 tax return, and 3 Months Of Business Bank Statements.

