

MASSI MARK & CONS GROUP

Financing Consulting Agreement

The undersigned, _____ hereafter known as “Client”, appoints and authorizes **MASSI MARK & CONS GROUP**, as their Financial Consultant, to find a suitable source of financing in the form of either equity, lines of credit, term business loans, real estate loans, construction loans and/or other financing suited for the purposes of financing the operations of the Client and negotiated and approved by the Client. The Client authorizes Consultant and/or **MASSI MARK & CONS GROUP** to obtain any financial and or credit history from the credit reporting agencies for the purpose of determining their creditworthiness and business viability. The approach for financing taken by **MASSI MARK & CONS GROUP** will be based upon the information supplied by the Client. The Consultant is not an employee of the Client.

*****ACTUAL FEE CHARGED BY MASSI MARK & CONS GROUP*****

The Client agrees to pay a fee in the amount equal to _____ **PERCENT (8-10 %)** _____ (**client’s authorized initials**) of the capital raised, either in the form of debt, credit or equity, hereinafter to be referred to as the “Principal Amount”. The Client agrees that the aforementioned fee is due and payable at the time of closing and upon each and every future credit drawdown or capital infusion made to the Client by an investor introduced to the Client by **MASSI MARK & CONS GROUP**. Payments made by the Client to the Consultant maybe deducted from the principal amount at the time of closing, paid by business or personal loans or lines of credit are approved and accepted by the Client via check or wire transfer. Payment of the fee shall be made by the Client to **MASSI MARK & CONS GROUP** within 10 (ten) days of the closing or invoice date. Late payments will be subject to a daily fee of \$50 as a penalty. Invoices that go beyond 30 days past due may be turned over to a collection agency, and all court costs plus a twenty percent (20%) collection fee will be added to the balance.

Client understands and agrees that there is no guarantee of success for each and every individual application or that a Lender or Investor will issue a commitment and that a fax or electronic copy of this agreement may be used as an original. Consultant is not an employee of any financial institution and is not authorized to make any financial commitments on behalf of any Lender or Investor. You understand and agree to all terms of this Fee Agreement and acknowledge a faxed or electronic copy may be accepted as original. This agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws and rules. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Florida State courts in and for Miami Dade County and the Federal courts in and for the District of Florida. The parties waive all rights to a trial by jury in any action or proceeding instituted in connection with this Agreement. It is understood all information is mutually proprietary and confidential and will not be disclosed by either party. Both parties agree that this Fee Agreement shall be valid for a two year period upon execution.

THE APR (ANNUAL PERCENTAGE RATE OF INTEREST CHARGED BY THE LENDER) OF ALL FINANCING IS DETERMINED INDIVIDUALLY BY SCORING & UNDERWRITING METHODS UTILIZED BY EACH LENDER. THERE ARE NO GUARANTEES MADE BY **MASSI MARK & CONS GROUP** AS TO THE TERMS OF YOUR APPROVALS. BY SIGNING THIS FEE AGREEMENT, I FULLY UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS OF THE FEE AGREEMENT. I ALSO UNDERSTAND THAT IF MY PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF BEING INVOICED THAT MY UNPAID INVOICE WILL BE SENT TO A COLLECTION AGENCY

CLIENT'S NAME _____

CLIENT'S SIGNATURE _____

DATE _____

Below are the general terms of the Unsecured and Secured Working Capital Program

- a) The Client has requested **MASSI MARK & CONS GROUP** to provide you with loan consulting services to help you arrange and securing financing for your business.
- b) YOU UNDERSTAND THAT ALL FEES MUST BE PAID AS PER FEE AGREEMENT & PAYMENT AUTHORIZATION FORM.
- c) The Client has met **MASSI MARK & CONS GROUP** pre-qualification guidelines; however you have not yet applied for or have been approved for funding.
- d) Loan amounts, rates and terms are established by each lender and are based upon their respective underwriting guidelines including but not limited to income, personal credit history and business credit score.
- e) **MASSI MARK & CONS GROUP** does not guarantee an approval or a minimum amount to be approved with any individual lender. Multiple lenders are required to meet your funding requests in most cases.
- f) The Client agrees to pay the fee as per fee agreement when you accept the funding obtained by **MASSI MARK & CONS GROUP**.
- g) You may be required to communicate directly with some lenders and follow their loan submission procedures.
- h) You agree to immediately notify and fax or email **MASSI MARK & CONS GROUP** all approval/denial notices that you receive from each lender.
- i) Loan approvals average 3 to 14 business days after the lender receives an application. Lender funding average 5 to 30 days after the lender's final approval.
- j) You will be the personal guarantor for financing and agree not to apply for any other related funding during this process without notifying **MASSI MARK & CONS GROUP**.
- k) You understand that for this process to work efficiently you may elect additional services that will enhance your credit rating (such as removing incorrect, and/or derogatory credit information) for an additional fee.

- l) **MASSI MARK & CONS GROUP** agrees to, and you hereby authorize **MASSI MARK & CONS GROUP** to assist in the credit inquiry removal process if you elect for these services. There is no guarantee that all inquiries will be removed.
- m) You understand that we only work with businesses who can obtain a minimum of \$10,000 in financing and that the consulting fee paid to **MASSI MARK & CONS GROUP** is non-refundable if you choose to cancel or pre-pay the debt obligation to the Investor at any time.
- n) You certify that you are the applicant and all information you have provided is true and accurate. You agree to hold all representatives at **MASSI MARK & CONS GROUP** harmless from any misrepresentation.
- o) You authorize **MASSI MARK & CONS GROUP**, its lenders and/or assigns to access your credit report and to act on your behalf with Special and Limited Power of Attorney to represent you in the application and verification process, either electronically, verbally, written or otherwise. You understand and agree to all terms of this Fee Agreement and acknowledge a faxed or electronic copy may be accepted as original.

Governing Law

Interpretation of the terms of this agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws and rules. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Florida state courts in and for Miami Dade County and the Federal courts in and for the District of Florida. The parties waive all rights to a trial by jury in any action or proceeding instituted in connection with this Agreement. It is understood all information is mutually proprietary and confidential and will not be disclosed by either party.

Client Signature _____

Signature _____

Name/Title _____

Name MASSI MARK & CONS GROUP

Dated ____/____/____

Dated ____/____/____