

CONTRACT FOR FINANCIAL
FUNDING SERVICES

THIS CONTRACT FOR FINANCIAL FUNDING SERVICES (the “Agreement”) is made and entered this _____ (the “Effective Date”) **DVI Funding (Partner)** by and between **Iconic Enterprises, Inc. (Company)** (hereinafter referred to as the “Company”) who is duly organized under the laws of the State of Delaware, and _____ (hereinafter referred to as the “Borrower”), with a physical address of:

(the “Company” and “Borrower” are collectively referred to as the “Parties.”)

WHEREAS, Borrower wishes to engage the Company to provide services described herein, and said Company agrees to provide such services for a “Consulting Fee” based on commission;

WHEREAS, Borrower acknowledges that the Company will attempt to secure a single loan, line of credit or credit card for the specific amount requested by the Borrower; however, the Borrower shall accept an alternative option of a series of loans, line of credit and credit cards totaling the requested amount; and

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Parties intending to be legally bound, hereby promise agree to the Terms and Conditions set forth below:

1) SCOPE OF AGREEMENT; SERVICES PROVIDED

- a) Borrower authorizes Company to help arrange for financing on behalf of Borrower and/or Borrower’s business. Company agrees to use its experience and marketplace knowledge to assist Borrower in finding financing options for the Borrower's particular situation.
- b) The 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.
- c) The Company's services are consultative and administrative only. The Lender, and not Company, is solely responsible for Lender’s services to the Borrower, and the Borrower

agrees that the Company shall not be liable for any damages or costs of any type arising out of or in any way connected with Borrower's services through Lender.

- d) The 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.
- e) 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.
- f) By providing Company with the Borrower's information and/or submitting a loan request, the Borrower gives Company permission to apply in the Borrower's 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.
- g) 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 such authorization.

2) TERM

This Agreement commences as of the Effective Date, and will continue to remain in effect for 180 days or until final invoice is paid. Company will notify Borrower of final invoice. During such time, the Borrower agrees not to circumvent the Company by subsequently applying on own for any new loan, line of credit and credit card or to modify an existing loan, line of credit or credit card, made between Borrower and any recommended lending partner, regardless of prior relationships or accounts with the lender. This Agreement may be renewed or extended for any period as may be agreed by the Parties.

3) COMPENSATION FOR SERVICE

- a) Borrowers agree to pay Company compensation for any new loan, line of credit and credit card modification to an existing loan proceeds made between Borrower and any recommended lending partner, regardless of prior relationships or accounts with the lender.
- b) The Borrower acknowledges that the Consulting Fee for the Company's services is offered on a contingency basis, with no fee due unless the Borrower receives funding.

- c) The Borrower agrees to pay the Company a consulting fee equal to 15% of the total funded loan amount within 24 hours of receipt of funding.
- d) In the event payment under this agreement is not made at the time and in the manner required, the undersigned agrees to pay interest, all costs of collection, including attorney fees, court costs, including charges and collection agency fees.
- e) 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.
- f) 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.
- g) Client also agrees to a consent to judgement for any or all consulting fee that is not paid (15% of total funded loans).

Borrower's Signature

4) LIMITED WARRANTY

The Company shall render services under this Agreement in a diligent manner. No other warranty is expressed or implied regarding Company's services, recommendation, or consultation, including, but not limited to Company or lender performance. The 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; likewise, the Company 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. Borrower understands nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in.

5) LIMITED LIABILITY

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

The Company is not an agent of the Borrower or any participating Lender. Each specific lender is solely responsible for its services to the Borrower, and the Borrower agrees that The Company holds no liability for damages or costs of any type arising out of or in any way connected with the use of The Company's services or any lender associated with The Company. Borrower agrees any lender considering a loan request may retain any loan request form or communications of the Borrower, whether or not the Borrower is approved or not approved for a loan.

Borrower acknowledges The Company is not liable for any decrease in FICO scores or credit ratings during the application process. The Company 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 Borrower agrees and provides an expressed invitation to each lender and its financial loan officers interested in making contact with the Borrower by telephone, text, or email at the contact information the Borrower provided, so the lenders may assist the financial transaction. Borrower agrees The Company and its lenders may record calls in connection with the financial loan request.

6) FORCE MAJEURE

The definition of "Force Majeure" within this Agreement, also known as, "Event of Force Majeure" means an event beyond the control of the Contractor and the Client, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to an act of God such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods; war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder; or acts or threats of terrorism.

Neither the Company nor the Borrower shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall provide notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

7) **INTEREST RATES**

Borrower understands loan, line of credit, or credit card interest rates vary to be determined by the lender and based on the Borrower's credit score and credit reports. The Company has no control over interest rates and the above information is for informational purposes only and holds no guarantee or promise of an actual interest rate to be offered by any Lender.

8) **LIMITED POWER OF ATTORNEY**

The Company is not a direct financial lender. Borrower agrees and authorizes The Company to coordinate a financial plan and payment schedule utilizing a limited Power of Attorney to represent the Borrower by electronically, verbal or written means regarding the financial loan application and verification process. Iconic Enterprises, Inc. is not a lender and does not make credit decisions in connection with loans.

The Borrower hereby does grant a limited and specific power of attorney to Company as "Attorney-in-Fact." The Attorney-in-Fact shall act on behalf of the Borrowers as if the Borrower was personally present, with the 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;
- 3) Make applications for Loans, lines of credit and/or credit cards (and any other credit instruments);
- 4) Processing and accepting loans, line or credit and/or credit cards (and any other credit instruments); applications for Borrower and for Borrower's sole benefit; and accepting terms and etc from lender.
- 5) To create an email account for application correspondence with lender(s) on Borrower's behalf.
- 6) To request and receive any and all documents that are alleged or claimed to be the Borrowers responsibility and to sign on the Borrowers behalf for the completion of business described herein.

The Attorney-in-Fact shall terminate upon:

- a) Resolution of the above referenced matter and upon payment of all fees in their entirety;
- 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.

Borrower's Signature

9) **OTHER TERMS AND 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 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:

- i) Consulting Fee: Fee paid to Company for the expert review, advice, preparation and submission of Borrower's credit application(s).
- ii) Funded: Funds have been made available to you.
- iii) Trade lines: Active open accounts on your personal creditreport.

- iv) Lender: Any party that extends credit to Borrower to include but not limited to Banks, Credit Unions, P2P lending, hedge funds, individual investors.
- v) Client: Also referred to as Borrower, is person being consulted by the Company and applying for funding.

b) GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of United States of America and the State of Delaware. By utilizing our services you consent to this Agreement and consent to being subject to the laws of United States of America and the State of Delaware, 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.

c) ARBITRATION

Any dispute or claim arising out of or relating to this Agreement shall be settled by Arbitration in the State of Connecticut with said Arbitration location at the sole discretion of the Company. 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 Company, or to any acts or omissions for which you may contend the Company is liable ("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.

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 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.

d) 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.

e) 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 insures to the benefit of, and is binding on the parties and their respective heirs, representatives, and/or assigns.

f) 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.

g) 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. 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.

IN WITNESS WHEREOF, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the Parties executing this Agreement on their behalf is duly authorized to execute this agreement and to obligate the Parties. Furthermore, each party hereby acknowledge that this agreement is the Complete and final agreement and that there are no other verbal, implied or assumed agreements.

Borrower Signature

Date

Print Name and Title

	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(Please choose one and 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

REQUIRED DOCUMENTS TO PROVIDE SERVICE:

- **Signed Consulting Agreement (Above)**
- **Full Application (Above)**
- **Color Copy of Driver's License (Must be on separate PDF or Jpeg)**
- **Utility Bill**
- **Proof of Income (Last 2 Pay stubs and W-2)**
- **Color Copy Of Social Security Card Front and Back (Must be on separate pages)**
- **Copy of Credit Report (Logins to Credit Monitoring Website)**
- **3 Months of Personal Bank Account Statements (Must Show Direct Deposit)**
- **Voided Personal Check**

CONFIDENTIAL