



**CUSTOMER SERVICE AGREEMENT**

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This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_, by and between the Entity registered with the company name of: \_\_\_\_\_ with the address of: \_\_\_\_\_

The individual(s) causing this agreement to go into effect are:

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_ of the entity,  
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_ of the entity,  
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_ of the entity,

(Hereby referred to as the "Client"), and,

ELEVATE CAPITAL PROFESSIONALS LLC, A COLORADO LIMITED LIABILITY CORPORATION with the mailing address of: 834F S. PERRY STREET, UNIT 512, CASTLE ROCK, COLORADO 80104, USA (the "Consultant"), hereinafter collectively referred to as the "Parties."

**1. THE AGREEMENT**

**CHECK each box at the beginning of every clause and INITIAL at the top of each page**

**Funding.** Client and organizations, hereby considered as one (Client) seeks \$ \_\_\_\_\_ USD, subject to change upon client request. Client is to be part of any commercial-only transaction for a loan, equity investment, asset-based line of credit, credit facility, inventory financing, factoring facility, floor plan financing, mezzanine product, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale, etc., (the "Transaction"). The Consultant's role is to get the Client an offer for funding the project.

**Timeline.** With exception of the non-circumvent, non-disclosure, and introduction provisions set forth in this agreement, which are permanent provisions, the Client agrees to the terms of this agreement for a period of six (6) months. If the Consultant cannot secure funding for the Client within six (6) months, the Client has the right to cancel services under this agreement with a thirty (30) day written notice of cancellation of services. However, if funding still goes through, regardless of notice of cancellation, all applicable fees and commissions as outlined in section 2 of this agreement shall be earned and due.

**The Lender.** As a result of the introduction made through Consultant to a "Funder" (either a single Investor, several Investors, lender, institutions, banks, advisory firms, venture capitalist, funds, corporations, partnerships or individuals or fund managers referred to herein as "Funder") or any related entity under Funders control, should all or any part of the Transaction be placed with Funders, Client shall owe Consultant the fees described herein. Should Client close on any introduced transactions under this Agreement, that in itself shall serve as proof that the Transaction met the terms and conditions that were satisfactory to Client and all applicable fees and commissions as outlined in section 2 of this agreement shall be earned and due.

**Consultants.** It is acknowledged by Client that Consultant has acted solely as a commercial loan acquisition and or commercial funding consultant. Consultant does NOT work with any type of securities or residential real estate loans. We are not advising client at the capacity of a registered investment advisor or attorney. Consultant has not advised Client in any manner regarding the merits of this or any other financing arrangement. We are NOT attorneys, registered financial advisory, investment Consultant, real estate agents, or licensed mortgage loan originator at any capacity. Client warrants that they have consulted their own counsel on all aspects of this transaction and has done its own due diligence to their satisfactions.

**Non-Circumvent.** Client hereby irrevocably agrees not to circumvent the Consultant. Client agrees not to avoid, bypass or obviate Consultant, directly or indirectly, to avoid payment of fees or commissions in any transaction with any Funder or lender revealed by Consultant, to Client, in conjunction with any Transaction (including the purchase and sale of any real estate or asset) or currency exchange, or any loans, equity or collateral, or funding(s), or addition, renewal, extension, rollover, renewal, amendment, renegotiation, new contracts, parallel contract, agreements, or third-party assignments thereof. The Client agrees and covenants that he or she will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation, apply to the Funders or individuals to whom Consultant has submitted a funding application or package, except through Consultant, for this or any other transaction in the future. Otherwise the Client shall be liable to Consultant for the Fees described in section 2 of this agreement whether or not Client receives capital from any introduced Funders from Consultant.

**2. THE FEES**

The fee for successful introductions by Consultant to Client in the event of an introduction either for a loan, equity, asset-based line of credit, credit facility, factoring facility, mezzanine product, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, real estate/asset sale, or any other reason is outlined below, and is to be paid by Client pursuant to this Agreement in the sum distributed and computed as follows:

**Fee for Service.** The upfront initiation fee from Client for contracting Consultant is to cover time, labor and material associated with finding and introducing the client’s project to various financial sources. The fee is due once we get a term sheet or offer. There is no refund of the A La Carte fees for service once the project has commenced, which is effective upon signing this agreement. Payment due upon acceptance of this agreement is as follows:

**Standard Fee** A standard service fee for all loans is \$500.00 USD for every \$1MM USD being applied for. This service fee is a one time fee due upon receiving the first offer or term sheet. **This is NOT a fee to get a loan**, it is a refundable service fee for finding and introducing the client’s project to various financial sources. The Standard Service Fee is fully (100%) refundable in the event that the consultant is not able to get the client any loan or funding offers. The fee will be deducted from commission at funding.

The total up front service fees under this agreement is: \$ \_\_\_\_\_ (USD) due upon acceptance.

To be paid by wire to:

ENT Credit Union  
 190 S. Wilcox Street, #G,  
 Castle Rock, CO 80104  
 Routing #: 307070005  
 Account #: 1000878130116  
 To Exit Plan Pro LLC  
 Executive Management company for Elevate Capital Professionals, LLC  
 Both operating under KDR Holdings LTD, a Colorado limited liability company

**Commission.** In addition to the up front fees above, Client will compensate Consultant a commission of 3% (**three percent**) of the funded amount for loans due according to the guidelines set in this section of this agreement. Consultant fees and commissions, the client will be responsible for paying any commissions and fees to the Funder, Funders, lending banks, insurers etc., defined by their own and separate contracts in addition to the fees and commission due under this agreement. Client hereby gives authorization to the funding party, “Funder”, to pay any and all outstanding commissions and fees directly to the Consultant.

- Failure to Proceed.** The 3% (**three percent**) commission will be waived, except for administrative costs or if Consultant or any of their sources DO NOT OFFER the Client funding. However, if Consultant or sources and Funders make an offer and Client receives a written Letter of Intent or Term Sheet from Consultant and/or their sources and Funders that is approved and accepted by the client and Client fails to honor or complete the transaction for any reason, all deposits, commissions, and/or all fees for service paid as stated above are considered earned, payable, and non-refundable income for Consultant and/or the Lender.
- Falsification of Information.** Furthermore, if Client provides documents to Consultant in consideration for a loan that contains false information or misrepresentation of the truth or facts, then all fees, including but not limited to fee for service and Consultant fees, commissions, or other costs or fees as indicated above of this agreement or other associated documents are deemed earned, non-refundable, and payable to Consultant and or Lender.
- Additional Monies.** The fees indicated above in this agreement are payment for services and will not be applied to or be used towards any equity injection, down payment or financial projections required by any Lender or platforms.
- Payment of Fees.** The commission of 3% (**three percent**) of the funded loan amount sought by Client plus any outstanding amounts, such as the up front fee as agreed on page 2 of this agreement or any part thereof, miscellaneous expenses, and or any amount thereof, will be paid directly to Consultant at the time of closing and/or funding directly to Consultant by the closing bank or institution. Commissions, fees, interests, private loans, etc., will paid by the funding bank and remaining balances will be wired to the bank account coordinates indicated by the Client.
- Guarantees For This Agreement.** If Client becomes insolvent, refuses to pay, or generally fails to pay the fees and commissions of this agreement, or becomes unable to remit payments as they become due, or refuses to remit any payment as agreed; the officers of the Client shall undertake personal liability for the payment of the Loan commissions and the Interest in due manner in accordance with the terms of this Agreement.
- Definition.** The term “successful introduction” is defined as any lender or Funder that Consultant introduced to Client, where Client receives an offer to fund the project a Funder or Lender in the form of any offer, including, but not limited to a loan, equity, sale-leaseback, asset-based line of credit, inventory financing credit facility, floor plan financing, mezzanine product, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, real estate/asset sale, etc., any class of asset offer whether the client accepts the offer or not. Consultant is not a licensed adviser under the Securities Exchange Commission or any other government or oversight entity. We are loan brokers and consultants servicing Client in finding funding.
- Waiver of Liability.** No present or former Manager or officer of the Consultant, nor any such Person’s Affiliates, officers, directors, employees, agents, lawyers, accountants or representatives, shall NOT be liable to the Client or to any Member for any reason including terms or agreements with any lender or Funder, or for any act or omission performed or omitted by any Person and/or Consultant in their capacity. Client agrees to hold Consultant harmless and free of any liability in all general capacity.
- Non-Disclosure.** At times Consultant will need to share confidential information provided by Client in order to carry out the processing of the financing application. Client hereby approves such transaction. Both parties agree to not divulge any trade secrets, including processes, databases, contacts, etc., to other parties not associated or outside of this transaction.

### 3. OTHER

- Transparency.** Client’s disclosure and obligation to make true statement of facts to Consultant and Funder(s) are set forth in Funder(s) application. Client shall provide Consultant all material facts relative to this application. Client

agrees to save and hold Consultant harmless from all claims, disputes, litigations and/or judgment arising from incorrect information supplied by Client or from any material fact known by Client which Client fails to disclose.

**Required Fees.** Client understands that Funders or lenders may require various fees, costs, commissions, etc., prior or after issuance and acceptance of a loan commitment. Any such deposits will be sent directly to accounts indicated by the Funder(s) policies and procedures. Client is not entitled to request such policies and procedures be changed.

**Other Consultants.** Any arrangements made by Client with any Consultant or other people with whom Client is or may be involved are the total responsibility of Client. Client further acknowledges and understands that this agreement supersedes any other agreements Client has signed with other Consultants or finance consultants and that all other agreements that Client has signed with Consultants or finance consultants are deemed subordinate to this agreement. If client hires another Consultant or service provider for similar services provided by Consultant, Client is still responsible for fulfilling their commitment of payments for services rendered by Consultant.

**Methods of Payment.** All payable money under this agreement should be forwarded to the Consultants account via wire transfer as indicated above under the Standard Payment section on page 2 of this agreement.

**Insurance Protection.** Consultant carries Loan Broker Liability Insurance that covers Client for any Wrong Doing, Misrepresentation, or Negligence. The standard coverage is \$2MM USD under policy number N9PL267767 with BiBerk Insurance, a Berkshire Hathaway Company. Insurance company can be reached by calling 1-844-47-0967. Additional insurance coverage can be added under an additionally insured agreement for \$100,000.00 USD per Million of additional insurance up to \$5MM USD of coverage.

**Entire Agreement.** This Agreement contains the entire agreement between Consultant and Client concerning the introduction of Lenders and /or Funders to Client and correctly set forth the rights and duties between each Client and Funder to each other on this matter. Any agreement(s) with lenders or funders have no affect on this agreement. Agreements made with other entities are agreements between Client and the lending entity. This agreement, waivers of liability, commissions and all parts of this agreement shall remain intact. Consultant is not responsible for agreements made with other entities with regard to our services fulfilled and considered completed and payable upon acceptance of an offer or term sheet from any lender or funder. Any agreement or representation concerning the subject matter of this Agreement or the duties of the Parties to each other in relation thereto, not set forth in this Agreement, is null and void unless signed as an addendum to this agreement by both parties.

**Governed By.** This Agreement shall be governed by the laws of the State of Colorado. Any dispute, action or claim under this Agreement shall be resolved by mitigation according to State law of Colorado.

**Authority.** Client warrants that he or she both personally and as executive or owner of the client organization has the authority to execute and agree to the terms of this Agreement. The Client and Consultant further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

**Digital Document.** A facsimile or electronic version of this document shall be deemed and considered as an original, binding and enforceable document.

**IN WITNESS WHEREOF**, the within Agreement has been executed as an individuals and as a duly authorized officer and representative of the entity involved. The parties swear to have all due corporate authority to be a signatory on the date indicated below and shall this agreement will be binding upon and inure to the benefit of each party's respective successor and assign.

**ELEVATE CAPITAL PROFESSIONALS LLC**

**Company Name:**

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

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

Print: Ramon Navarro

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Title: Chief Executive Officer

Date:

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Notary: