

Amount Requested: _____

Date: _____

Name: _____ Social Security #: _____

DOB #: _____

Home Address: _____ City: _____ State: _____ ZIP: _____

(NO PO BOX, EXECUTIVE SUITES, UPS ADDRESSES, ETC)

Citizenship: _____ Mother's Maiden Name: _____

Home Phone: _____ Cell Phone: _____

Personal Email Address: _____

Place of Employment: _____ Address: _____

How Long Employed: _____ Position Held: _____ Phone: _____

Annual Salary: \$ _____ Other Income: \$ _____ Household Income: \$ _____

Driver's License #: _____ State: _____ Issue Date: _____ Expiration Date: _____

Have you or any family members served in the US Military? YES / NO?

If yes, who served? (please check one) Self _____ Spouse _____ Parent _____

Position/Rank/Status? _____

Who do you bank with? _____

Which Credit Unions do you have memberships with? _____

Have you ever had Credit Repair or Inquiries Deleted? _____

REQUIRED DOCUMENTS TO COMPLETE YOUR CONSULTATION:

In order to expedite your loan approval process, please send the following items with your application to:
getapproved@mobilebusinessloan.com or fax to [404.393.8687](tel:404.393.8687)

____ Signed Consulting Agreement

____ Application

____ Unlimited Access to All 3 Credit Bureaus at www.creditchecktotal.com

Username: _____ Password: _____

____ Color copy of Your Driver's License

____ Copy of Your Social Security Card

____ Utility Bill (recent within 30 days/no cell phone bills)

____ Fraud Alerts or Credit Freezes Are **NOT** Reporting to Any One Bureau

*****Please note: Your file will NOT be started until all documents are received. If you happen to have lost certain items please contact your sales representative for acceptable replacements.**

CONTRACT FOR SERVICES:

This AGREEMENT made this day ____ of ____ 2017, by and between TFC Consulting, INC (the "Company"), and First Name _____ Last Name _____, (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:

TFC CONSULTING, INC is not a direct lender. You agree that you have authorized TFC CONSULTING, INC to help arrange for financing 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 agree to hold TFC CONSULTING, INC harmless of any unintentional misrepresentation. The company is not a lender and does not make loans or credit decisions in connection with loans. TFC CONSULTING, INC does not endorse or recommend the product(s) of any particular Lender. TFC CONSULTING, INC is not an agent of either the Borrower, or any participating Lender. The Company's services are administrative and consultative only. The Lender, and not TFC CONSULTING, INC is solely responsible for its services to the Borrower, and the Borrower agrees that TFC CONSULTING, 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. The Borrower understands that the Lender(s) may keep the Borrower's loan request form, whether or not the Borrower is qualified for a loan with the Lender(s). TFC CONSULTING, 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, TFC CONSULTING, 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. 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 TFC CONSULTING, INC with the Borrowers information and/or submitting a loan request, the Borrower gives TFC CONSULTING, 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 TFC CONSULTING, 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:** _____

COMPENSATION FOR SERVICES:

The Borrower acknowledges that the Consulting Fee for the Company's services is offered on a contingency basis, with no fee due unless you receive funding. The Borrower agrees to pay the Company a consulting and loan placement fee equal to **15%** of the total funded loan amount of each loan or line of credit/Credit Cards at time of approval. **The Borrower hereby expressly authorizes "TFC Consulting" to charge one or more of the approved credit accounts for the loan placement fee, by way of balance transfer check or bill payment check, at time of bank approval. In the case that borrower's approved funding does not allow checks to be sent to TFC Consulting, or their approved affiliates, an invoice will be delivered to Borrower and payment will be due within 24 hours upon receipt. If payment is not received within the proper time frame, client understands that loans/credit lines may 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 180 days. 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 our offering our fee to you on a contingency basis.

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.

Disclosures/Other Terms & 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 than that of the amount requested. **Most, if not all, of the No Doc approvals will arrive in credit cards.** We will attempt to obtain installment loans and revolving lines of credit as well. Multiple 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 No Doc loans and lines of credit is 8.5% to 23.5% but the interest rate you receive may be higher or lower. 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.

SIGNATURE: _____ **DATE:** _____

POWER OF ATTORNEY

To all persons; be it known, that the undersigned as grantor hereby makes and grants a Limited and specific Power of Attorney to TFC CONSULTING, INC and its consultants, to act as my Attorney-in- Fact. My Attorney -in- fact shall act in my name, place and stead in any way which I, myself, could do if I were personally present, with the respect to the following matters:

- 1) To the extent that I am permitted by the law to act through an agent.
- 2) To obtain any and all forms that my Attorney-in- Fact may deem necessary for the effective representation of my interest in this matter.
- 3) To request and receive any and all documents that are alleged or claimed to be my responsibility and to sign on my behalf for the completion of my business interest.

This Power of Attorney shall be revoked upon:

- a) Resolution of the above referenced matter.
- 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.

Disclaimers and Limitations:

As a condition of use of the Company's services, the Borrower agrees to indemnify the Company and its suppliers, participating Lenders, or real estate professionals from and against any and all liabilities, expenses (including attorneys' fees).

Definitions:

- 1) Consulting Fee: Fee paid to TFC CONSULTING, 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, landlord or employer seeking to review an applicant's credit history.

SIGNATURE: _____ **DATE:** _____

(3) DISPUTE RESOLUTION:

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, including but not limited to any claim or controversy as to arbitrarily ("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 arbitration shall be venue in San Diego County, Carlsbad, California except for Maine consumers for whom the location shall be a place reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules.

Should no AAA rule regarding the selection of an arbitrator be in effect, the Company shall select an arbitrator from a panel of arbitrators acceptable to the Company. In any arbitration, the Company will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided; however, that in Maine any cost to the Company shall be limited to the cost of filing a court case. To begin the arbitration process, a Party must make a written demand therefore. The laws of Florida shall be applied to any disputes arising out of this contract. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Duval County, Florida. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder 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 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 Duval County, Florida. 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.

SIGNATURE: _____ **DATE:** _____

(4)ACKNOWLEDGEMENT:

By my signature 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 certify that although TFC CONSULTING, INC may provide informational advice and/or guidance on lender requirements for approval, the information provided to TFC CONSULTING, INC is truthful, accurate, and complete, and hereby release and hold harmless TFC CONSULTING, 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.

Limited power of attorney: I do hereby appoint TFC CONSULTING, INC, its principals, employees, and/or representative(s), my true and lawful attorney-in-fact, for me and in my name, place, and stead, and for my use and benefit to endorse in my name, submit execute, acknowledge and/or deliver credit applications and other documentation to potential lenders. I further give and grant unto my said attorney-in- fact full power and authority to do and perform every act as TFC CONSULTING, INC its principals, employees, and/or representative(s), shall deem necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation.

Entire Agreement: I understand that this agreement is the complete and final agreement and that there are 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.

AGREEMENT DESIGNATION and SUBMITTAL INSTRUCTIONS:

I. Contract ORIGINALS must be SIGNED, DATED and scanned and emailed to your funding agent, or to **teamtfcfunding@gmail.com** or faxed to 760-683-3191.

A. Also Required With Contract Package Are:

- 1) Clear color copy of valid state issued identification card.
- 2) Clear color copy of Social Security card

SIGNATURE: _____ **DATE:** _____

(5) I hereby accept this contract and all the terms/conditions as stated above.

Applicant Name (Print) _____

SIGNATURE: _____ **DATE:** _____

Key Details & Instructions

- ☐ You understand **you will be obtaining personal funding, not business funding**. The credit lines extended the Client will be in the Client's personal name, not a business name.
- ☐ You understand that TFC will be applying to banks/lenders on your behalf and **NOT REPRESENTING AS A THIRD PARTY**.
- ☐ You will have multiple credit inquiries as a result the Services. It is of critical importance that you **do not make any additional credit inquiries before or during the term** of the Consulting Agreement, unless authorized by TFC Consulting, Inc.
- ☐ YOU UNDERSTAND THAT FEES ARE DUE AT TIME OF APPROVAL AND WILL BE DEDUCTED FROM AN APPROVED CREDIT LINE THAT OFFERS BALANCE TRANSFER or BILL PAY CHECKS TO BE SENT TO TFC CONSULTING OR APPROVED AFFILIATES. IN THE CASE THAT YOU DO NOT HAVE A BALANCE TRANSFER OR BILL PAY OPTION, YOU WILL BE SENT AN INVOICE. INVOICEDS PAYMENTS ARE DUE WITHIN 24 HOURS OF RECEIPT OF EACH LINE regardless of whether or not you use the funding obtained by TFC.
- ☐ You have met TFC pre-qualification guidelines; however you have not yet applied for or have been approved for funding with the banks.
- ☐ Separate Fees: Cash lines may have a fee, charged separately by the lender, for liquidating the funds. Most banks charge a 3% cash advance and/or balance transfer fee.
- ☐ TFC Consulting 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.
- ☐ You may be required to communicate directly with some lenders and follow their loan submission procedures. **Please try to avoid communication with the lenders while we are applying with, unless we ask you to contact them.**
- ☐ If you are requested, by TFC, to make a call to a bank, we will need you to do this within 24 hours. Some banks will require additional verification of identity.
- ☐ You agree to immediately notify and fax or email TFC all approval/denial notices that you receive from each lender.
- ☐ You understand that for this process to work efficiently you may encounter additional fees for updated credit reports from your subscribed credit monitoring service. **Access to current credit reporting is required throughout the entire process.**
- ☐ With revolving lines, there is a possibility a lending institution may perform a "soft" credit pull after the Client receives a line of credit from such lending institution. **As such, we highly encourage funds obtained with assistance from TFC be utilized within 45 days of approval.** (Please see our Replacement Funds Policy on next page).
- ☐ You certify that you are the applicant and all information you have provided is true and accurate. You agree to hold all representatives of TFC Consulting harmless from any misrepresentation.

I have read and understand the above Key Details and Instructions for personal funding.

Signature

Date

REPLACEMENT FUNDS POLICY

In the event a credit line obtained for a client is closed or limit is lowered, TFC Consulting agrees to *replace* funds that were **unused** within 45 days of the lender approval date, **subject to the following terms:**

1. All **written instructions** delivered to the client by TFC Consulting, or its affiliates, have been followed by the client without alteration. Instructions are delivered via email.
2. No changes have been made to client's credit outside the activity placed by TFC (address changes, additional inquiries, late payments, etc.).
3. No fraud alerts have been placed with any of the three credit bureaus.
4. Credit monitoring account must be active and accessible to TFC.
5. Funds were not used for fraudulent charges.
6. There are no outstanding fees owed to TFC from the client.
7. TFC has 45 days from the date of notification to replace the unused funds.

I have read, understand, and agree to the Replacement Funds Policy.

Printed Name: _____

Signature: _____

Date: _____

Credit Card Authorization Form

During the funding process, it may be required to establish a checking, savings, or credit union account with a specific lender. This gives us the opportunity to apply for credit with that lender. When an account is opened, a minimum deposit is required, which can range from \$5 to \$25 per lender.

The purpose of this form is to have a credit card on file that we can use to make the initial deposit when an account is opened.

Credit Card Number: _____ - _____ - _____ - _____ Exp: _____ CCV: _____

Billing Address of Credit Card:

Name on Credit Card: _____

Issuing Bank of Credit Card (i.e. Chase, Citi): _____

There are some credit unions who only allow a bank account and routing number to be used.

Account #: _____ Routing #: _____

Client Authorization

Client authorizes TFC Consulting, and/or its affiliates, to charge the credit card, which information is provided above, for the purposes of initial deposits to checking or savings accounts with potential lenders. The amount of lenders requiring accounts with initial deposits shall not exceed five.

****Client also authorizes TFC Consulting to charge the provided credit card for any invoices outstanding for more than seven (7) days from the initial invoice date.**

Client Signature: _____ Date: _____

Client Printed Name: _____