

## Beauty Supply Lending Group Funding Agreement

### Summary of Services

The purpose of this agreement is to cover the terms of our funding and consulting services provided to the Client(s), including the acquisition of funding and the proposed services that will be executed upon funding approval. The purpose of this agreement will be to establish the guidelines. Client(s) will provide all of the necessary information in a timely manner in order for Beauty Supply Lending Group to complete the services as outlined with Client(s) below.

**Entities:** Beauty Supply Institute, LLC (hereafter called BSI) and Beauty Supply Lending Group, LLC (hereafter called BSLG) agrees to provide the following services to (hereafter called Client(s)).

NOW, THEREFORE, it is agreed as follows:

**A. Research and Discovery:** BSLG will request and review the following information compiled by Client(s) via email:

- 1). Funding Agreement
- 2). Loan Application
- 3). ACH Authorization

**B. Terms and Performance:** The respective duties and obligations of the contracting parties is intended for an unforeseen estimated period of time that does not exceed 12 months or until all funding services have been fulfilled.

**C. Retainer:** BSI is waving the upfront retainer required to receive funding acquisition services from BSLG in exchange for full compliance with this agreement.

**D. Cancellation:** Client(s) understands that this agreement cannot be cancelled and funds owed is obligated to be paid once application has been submitted to lenders.

**E. Business Fees:** Client(s) agree to incur all business-related expenses necessary to become a legal entity, to secure sales tax ID/reseller's permit, secure necessary online subscriptions or any other expense required to complete their funding and consulting process.

**F. Legal Fees:** Legal Fees: All legal claims made against Client(s)'s business not related to this agreement

Client(s)  
Initials \_\_\_\_\_

will be at the sole responsibility of the Client(s). This includes judgments, liens, lawsuits, etc. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled in court located in Gwinnett County, State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if claim is filed more than one year subsequent to the completion date of business plan consulting services or date agreement was executed, whichever is later.

**G. Indemnification:** Client(s) will defend, indemnify, and hold harmless, BSI & BSLG, its affiliates, employees, agents, directors, and equity holders from any and all liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) which BSI & BSLG might suffer or incur by reason of any claims, demands, actions, or suits arising from: (a) failure by Client(s) to comply with this Agreement; (b) the operation or activities of any Venture; (c) failure by Client(s) to comply with applicable law; or (d) any claim against Client(s) by any other Client(s) of customer of Client(s) or by any other third party. Any time before or after a court judgment, Client(s) shall reimburse BSI & BSLG for such incurred costs and expenses, promptly after BSI's or BSLG's delivery of an invoice, therefore.

**H. Confidentiality:** BSI & BSLG will keep all knowledge of best practices, niche, intentions, or strategies private and will not disclose Client(s)'s information to any third parties at any time. Client(s) agrees to not share or reissue any copyrighted information, intellectual property verbally expressed or written from Beauty Supply Institute or Beauty Supply Lending Group to any third parties for profit or ill gain at any time. Client(s) further agrees to refer any third parties to Beauty Supply Institute that are seeking to open a beauty supply store or get funded for beauty supply ownership. If it is found by BSI or BSLG that Client(s) has breached confidentiality of this agreement to a third party, BSI or BSLG is no longer bound to the confidentiality of the Client(s) business intentions or practices and will seek legal action.

**I. Force Majeure:** BSI nor BSLG shall be responsible or liable for any delay or failure in performance of any part of this Agreement to the extent caused by an act of God or other causes beyond its control, including, but not limited to, governmental or legal action, riots, disturbances, war, strikes, lockouts, terrorism, slowdowns, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, and explosion.

**J. Funding:** Client(s) agrees to undergo funding assistance from BSLG and will submit to the process completely by complying to all necessary and reasonable requests made by BSLG or BSI. If Client(s) does not provide all information and adhere to policies and procedures required by the financial services agency, Client(s) may be dismissed from the funding program and charged all expenses associated with conducting the work conducted by BSLG to secure Client(s)'s funding.

Client(s) agrees to the following:

Client(s) Initials _____
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Funds acquired from the funding process will be utilized for the purpose of owning and opening a beauty supply store through the services of BSI. Any funds obtained in excess of necessary funds needed to become fully operational can be retained by Client(s) for any purpose they choose.

Client(s) agrees to submit underwriting documents within 24hrs of accepting the loan offer; this includes portal setup, valid ID, utility bills paystubs, tax returns, etc.

Client(s) understands that if there is a decline on their loan due to credit, they can choose to sign-up for our credit enhancement services for \$1,500, that will be collected upon successful loan approval from the loan proceeds.

Client(s) understands and agrees that offers made to Client(s) from pre-approvals, can be rescinded and retracted if not taken within 72 hours of the offer.

Client(s) understands and agrees they will submit an additional minimum \$35,000 apart from their services payment obligation to their holding account for the purpose of making purchases for their business upon disbursement of loan proceeds.

BSI/BSLG understands and agrees that the holding account funds will be used solely for the purpose or ordering items for the Client(s)'s store.

Client(s) understands and agrees that all funding may not be acquired on the first round of the process and that several rounds may be necessary to secure all funding needed for their business.

Client(s) understands and agrees that any funds received will be turned over by wire, ACH or credit card charge.

Client(s) understands that if they elect to cancel their services after 6 months of funding their holding accounts with credit cards, the funds will be returned to the client, with a deduction of banking fees and applicable taxes. This will also apply to funds left over from the purchase of the items for their store that would be returned to the client.

Client(s) understands that if they elect to cancel their services after 6 months of funding their holding accounts with credit cards, the funds will be returned to the client, with a deduction of banking fees and applicable taxes. This will also apply to funds left over from the purchase of the items for their store that would be returned to the client.

Client(s) understands and agrees that some lenders may require payment using Client(s)'s existing funds or available credit to BSI/BSLG before the release of approved funds or credit lines to Client(s). Payment

Client(s)  
Initials \_\_\_\_\_

amount will vary and will be the maximum amount necessary to bring their balance with BSI/BSLG to zero or closest to zero without Client(s) credit being negatively impacted.

Client(s) understands and agrees that once all funds have been disbursed (or credit lines made available) needed to complete the store opening process and to satisfy service payments to BSI have been made, Client(s) must satisfy financial obligations to BSI/BSLG, even if the payment could temporarily negative impacts their credit score.

Client(s) agrees not to move any funds disbursed to their bank account from loan proceeds without first notifying BSLG or until all payments to BSLG and BSI have been satisfied.

Client(s) understands and agrees that all payments must be made within 48 hours of reception into their account. At the discretion of BSLG, payments can be direct ACH from Client(s)'s account. BSI/BSLG will not be held liable for overdraft or bank fees due to Client(s) withdrawing funds or providing false banking info on separate account they own or changing their bank information for their loan proceeds deposit.

Client(s) understands and agrees to paying an 8% brokerage fee (of the loan amount) BSLG and a variable percentage for origination to the direct lender for loan/credit line acquisition.

Client(s) understands and agrees to Derobis Enterprises, LLC (a beauty distribution company) to handle all ACH drafts.

Client(s) understands that outstanding invoices will incur 1% interest weekly.

Client(s) understands and agrees that loans can be canceled and fully recalled by lender if full fees aren't satisfied to BSLG and BSI. In the event loan has been recalled or cancelled,

Client(s) understands that the entire balance will be due to the lender immediately and collection procedures will immediately begin.

Client agrees to provide immediate progress updates to BSLG if communicated to directly from lender.

**1) Credit Enhancement:** Once it is determined that one or all of the Client(s) require Credit Enhancement services in order to be funded, you will be referred to our partners for \$69/ month; in which BSLG will refund 6 payments to Client(s) once funding has been obtained. Client(s) understands that signing up for the credit enhancement services is not mandatory.

**2) Store Opening Services:** Client(s) agrees to the following store opening package. (Full agreement will be released upon payment of services while in funding program.)

Client(s)  
Initials \_\_\_\_\_

Select One:

- Full Contact (\$20,000) (initials)
- Full Impact (\$25,000) (initials)
- Full Experience (\$30,000) (initials)
- Full Incubation (\$35,000) (initials)
- Full Implementation (\$40,000) (initials)
- Full Collaboration (\$45,000) (initials)
- Additional Services: (initials)

Holding Account Funding

Select One:

- Package 1-5 (\$35,000 - \$50,000) (initials)
- Package 6 (\$75,000) (initials)

Initial funding shall not be used for any purposes other than paying Beauty Supply Institute related services, i.e., store opening services. Once Client(s) has completed payment of their package and holding account, the additional funding can be used at the Client(s)'s discretion. If Client(s) deviate from this agreement, the Client(s) will be required to return all funds to lenders within 10 business days.

**3 K. Start Date:** Client understands and agrees that services agreement will be sent and executed after at least 50% of their package has been paid. All consulting services will start upon execution of this agreement; BSI begins releasing information, educational courses and consulting services after the right to rescind period.

**L. Projection:** Barring no unforeseen delays from vendors, Client(s), Lessee et al., this work will be completed in an expeditious manner.

**M. Outcomes Not Guaranteed:** The level of profit, revenue or income that may be generated by Trainee in the Ventures will greatly depend on factors beyond BSLG influence or control, including but not limited, to Client(s)' sales ability, aggressiveness, dedication, and time devoted. Therefore, BSLG makes no guarantees, representations, or warranties of any kind regarding return on investment, revenue, income, profitability, or success of Client(s) or any Ventures.

Client(s) Initials_____
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Total Consult Fee\$

Total Retainer \$

Balance Due \$

Total Agreement Value \$

IN WITNESS WHEREOF, I ATTEST that I am signing this agreement in good faith with the full intention of opening a Beauty Supply Store and the parties have hereunto executed this Agreement on the day of , 20

Client(s)

Name

Signature

Title

Name

Signature

Title

Store Name

**Beauty Supply Lending Group**

Name: Andrea Flores

Signature eSign: Andrea Flores Title: Office Manager