

**DISCLOSURE FORM AND COMPENSATION AGREEMENT**  
**For Agent Services In Connection With an SBA Disaster Assistance Program & Reconsiderations**  
**Pursuant to 13 C.F.R. (The Code of Federal Regulations), Part 103.5 and SOP 50-30, (2021)**

This AGREEMENT FOR SBA DISASTER LOAN SERVICES (“agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (Lendinero DBA) hereinafter referred to as Consultant and \_\_\_\_\_ (company name / borrower(s)) and \_\_\_\_\_ (owner of record) to obtain loan packaging and financial review services described herein for the purpose of applying for the SBA Disaster Loan Programs.

**A. PRELIMINARY MATTERS.**

**1. IMPORTANT NOTICES TO THE BORROWER AND APPLICANT:**

- a) Section 13 of the Small Business Act requires that an SBA disaster loan applicant (“Applicant”) identify the names of persons engaged by or on behalf of the Applicant for the purpose of expediting the application and the fees paid or to be paid to any such person. 13 C.F.R., (The Code of Federal Regulations) Part 103.5 requires any agent or packager to execute and provide to SBA a compensation agreement (“Agreement”). SOP 50-30, Appendix 14 defines how the reasonableness of fees may be determined. Each Agreement governs the compensation charged for services rendered or to be rendered to the Applicant in any matter involving SBA assistance. **“Agent” includes a loan packager, accountant, attorney, consultant, engineer, architect, appraiser, or any other party that receives compensation from representing an Applicant for an SBA disaster loan.**
- b) **According to the SBA Fee Disclosure and Compensation agreement for agent services in connection with an SBA disaster loan;** The applicant must fill out the SBA Fee Disclosure form and must be completed in connection with a loan application and if the Applicant has paid (or will be paying) compensation to an Agent in excess of the following amounts: \$500 for a disaster home loan \$2500 for a disaster business loan. If the compensation exceeds these amounts, the Agent must provide an itemization and justification of the services performed. Consultant in this agreement is charging less than the maximum allowed by the SBA which is \$2500. Consultant fees for said services described in this agreement can range from \$199 to \$999. Also, this fee will be deducted from our broker fees “if” you receive funding. Less than \$2500, the amount allowed to charge by an agent, without having to provide an itemization and justification of services performed.
- c) You are paying the company for services you may be able to obtain at no charge by applying directly to the SBA. However, these loans require extensive paperwork, financial documents, financial calculations and other information that is normally reviewed by professionals such as a financial consultant, consultant, attorney or accountant. Also, fees depending on the complexity of the transaction and your financial circumstances can vary. These fees do not include fees for preparing tax returns, profit to loss statements and or balance sheets. Those fees would be at an additional cost if necessary.

**2. IMPORTANT NOTICE TO THE UNITED STATES SMALL BUSINESS ADMINISTRATION, LENDER, BANK OR SERVICE PROVIDER OF THE LOAN:** This agreement complies with 13 C.F.R. (The Code of Federal Regulations), Part 103.5 and SOP 50-30 rule and the FEE DISCLOSURE FORM AND COMPENSATION AGREEMENT or Agent Services in Connection with an SBA Disaster Assistance Loan in accordance with the U.S. SBA. Use of this Fee Agreement is for compliance with state and federal law.

**3. INFORMATION ABOUT THE COMPANY(S) AND (“BORROWER”) FOR WHICH AGENT SERVICES WILL BE PROVIDED:**

Name of Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**B. AGREEMENT.** The Company (Borrower) applying for the loan or a reconsideration and the Consultant agree as follows:

**1. Amount and Payment of Fee for EIDL Loans Only.** The Borrower agrees to pay a fee of \$ \_\_\_\_\_ USD that will be credited towards the success fee in the end. To Lendinero DBA for the services provided on the borrower's behalf. The fee will be paid in two installments: \$ \_\_\_\_\_ when the process is initiated, \$ \_\_\_\_\_ due within 30 days and \$ \_\_\_\_\_. The initial fee to start the process is \$ \_\_\_\_\_ is non-refundable. The applicant can cancel this agreement in writing but the initial fee of \$ \_\_\_\_\_ will not be refunded.

If your request is not approved, the only amount that the applicant paid was \$ \_\_\_\_\_ . 00 or \$ \_\_\_\_\_ .00. If the request is approved the total amount paid in three installments would be \$ \_\_\_\_\_.

SBA limits the fees an agent can charge to an applicant up to 3% for amounts up to \$50,000 or less and 2% for amounts greater than \$50,000. Any attempt to charge more than these fees is inappropriate. Please visit the SBA website: <https://www.sba.gov/document/report--sba-programs-scams-fraud-alerts>

If you receive funds from the SBA our agent fee is 3% for amounts less \$50,000 and 2% for amounts from \$50,000 to \$150,000, In addition to the fees charged in section B1 of this agreement. You agree to pay this fee if we are successful in obtaining SBA EIDL funding for your company.

If payment is made ACH, said payments will be charged by Lendinero DBA. The fee will appear on your bank statement as Pay Simple ACH Processing Company. Please provide the name of your bank to process said fees for serviced being rendered:

Bank Name: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

### **C: SCOPE OF SERVICES FOR EIDL ONLY**

**EIDL SBA Disaster Assistant Consultant and Document Services.** The Consultant shall perform the following loan services for and on behalf of the applicant. It is understood by the parties that the list below is not exhaustive, and that not all of the services listed below may be relevant to your request. Additionally, the services may be performed out of sequence as listed here if appropriate

**PHASE I:** Interview the applicant, gather and review information about the application, financial document review assistance and loan packaging preparation.

- Assistance with the US SBA Disaster Application EIDL or the Sole Proprietor Application.
- Fill out the ECONOMIC INJURY DISASTER LOAN SUPPORTING INFORMATION or assistance.
- Fill out the PERSONAL FINANCIAL STATEMENT or assistance with said form.
- Fill out the ADDITIONAL FILING REQUIREMENTS ECONOMIC INJURY DISASTER LOAN (EIDL)
- Fill out the SCHEDULE OF LIABILITIES or assistance with said form.
- Fill out 4506 TAX TRANSCRIPTS from or assistance with said form.
- Obtain and review corporate tax returns for 2017 and 2018.
- Obtain 2019 profit to loss statements and 2020 profit to loss statements and balance sheet. to include information in application. If the borrower does not have 2019 or a year to date profit to loss statement; we can review the last 12 months and year to date company bank statements. To prepare a profit to loss statement there would be a cost of \$20.00 per month. Only if needed. This may not be required.
- Obtain an Active SOS (Secretary of State) Standing
- Any payment agreements from the IRS, Judgments, ect. That may be necessary.

Assist the Borrower in preparing a hardship letter. Prepare and submit application request and package of supporting documents to SBA for a new submission or reconsideration.

**Completion of Phase I Services.** The Consultant will complete these Phase I services by **30 calendar days** from the date this agreement is made, as first above written. We will submit the SBA application within **5 business days** to register it in the system. **Also, the applicant understands that the process can take 1 to 4 months or when the program finishes provided notice by the SBA.** We request your patience on this matter. Failure to provide information by the applicant/borrower will delay the process. The applicant and or borrower must cooperate and provide the documentation necessary within a timely frame. Emails will serve as the evidence that said documents where or are being requested. Failure to comply will delay the process and does not constitute a cancellation of this agreement, unless if it is requested in writing.

**PHASE II:**

Phase II services are focused on the Consultant efforts to seek status updates vigorously and successfully, pre-approval, approval, and conditions to obtain a successful result that may be needed or requested. The Consultant will assess the offer and explain it to the applicant as needed. This is part of our consulting services. Also, the Consultant will seek temporary solutions for the applicant.

1. Contact the SBA to discuss application request(s) and package of supporting documents.
2. Communicate regularly with the SBA to attempt to negotiate new, and more favorable terms on your behalf.

By executing this agreement, the Applicant (Company and Owner) signing this form hereby give Lendinero DBA authorization to communicate with the SBA. Also, you agree to create an email and give us access for communication purposes and loan tracking.

I \_\_\_\_\_ (owner name) of \_\_\_\_\_ (company name) hereby authorize Lendinero DBA or its staff members or independent consultants to make emails on my behalf, to make calls on my behalf, and to obtain status updates on my behalf for the loan application submitted to obtain an SBA Disaster Assistance.

**D: OTHER TERMS AND CONDITIONS OF AGREEMENT.**

**D1: Responsibilities and Obligations of the Borrower.** The Applicant agrees to furnish the Consultant with truthful and accurate information and any documents that will be required by the Consultant or SBA, to assess financial status, including (without limitation) the following:

- Mortgage Statements if needed
- W2 forms, 1099 forms, and/or Personal Tax Returns if needed
- \*Business Tax Returns – past two years
- Profit and Loss Statements – past year and month to date if needed
- \*Bank Statements – since January of 2020
- Verification of any other income, Benefit Award Letters, Retirement Statements, Pension Benefit Statements, Annuity Statements, Child Support, Alimony,
- Schedules of Real Estate owned, Stock and Mutual Fund Portfolio Statements Authorization

The Applicant also agrees to provide additional information or documentation within 5 days of the Consultant, or appropriate source requesting. The Applicant further agrees to immediately notify the Consultant of any change in the Borrower's address.

**E. No Guarantees.** The Applicant acknowledges that the Consultant, SBA nor Lender(s) participating cannot guarantee that the Borrower's loan application will be approved. All loan applications submitted for the SBA Disaster Loan programs are subject to underwriting, reviews, and verifications just like any other loan application. You will be informed if (a) you are pre-approved (b) approved with closing conditions (c) funded and (d) denied.

**F. Governing Law.** This agreement shall be governed by and construed under the laws of the State of Florida and superseded by Federal Law.

**G. Amendments.** This agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing signed by the Applicant and the Consultant.

**H. Severability.** If any provision in this agreement is determined to be invalid, illegal or otherwise unenforceable, the determination will not affect any other provision of this agreement. The invalid provision will be severed from this agreement and all remaining provisions will continue to be in full force and effect.

**I. Termination of Agreement.** Either the Applicant or the Consultant may terminate this agreement at any time for any reason upon written notice to the other party. If the applicant terminates this agreement, we will not refund the initial fee because a consulting service was provided. Also, the initial consulting fee cannot be refunded in the event we are not successful in obtaining EIDL assistance. . Furthermore, you agree not to open up a case against paypal.com if a payment is made via Paypal.com, if you pay with Paypal.com Credit the charge may appear as a cash advance provided to you by paypal credit. Make sure you check appropriately your paypal credit card statement to avoid confusion of the charge being made by paypal credit card only.

**J. Time of Essence.** Time is of the essence with respect to every provision of this agreement that specifies a time for performance.

**K. Entire Agreement.** This agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting the services contemplated. Except as conditioned above, this agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**L. Assignment.** No assignment by the Applicant or the company or Consultant of this agreement or of any rights or obligations hereunder, shall be valid without the prior written consent of all of the parties to this agreement.

**M. Acknowledgements and Representations.** The parties signing below acknowledge they have read and understood this agreement and have each received a copy. The Applicant(s) warrants that he/she/they have the authority to enter into this agreement with regard to the Business and loan(s) application requested and services herein described.

_____	_____	_____
<b>Borrower / Applicant</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____
<b>Borrower / Applicant</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____
<b>Company / Consultant</b>	<b>Agent / Consultant</b>	<b>Date</b>
_____	_____	_____
<b>Company / Consultant</b>	<b>Owner or Agent Signature</b>	<b>Date</b>

The agent (s) assigned to work on your loan application from KGFA Capital Ventures LLC dba Lendinero, dba Lendinero DBA will be:

\_\_\_\_\_ (name of agent)

\_\_\_\_\_ (name of agent)

\_\_\_\_\_ (name of Director/Owner/Partner)

You will have at least 2 agents assigned and one of the owner(s) or managing directors assigned.