

**DISCLOSURE FORM AND COMPENSATION AGREEMENT For Agent Services In Connection With an SBA Disaster Assistance Program, Increase Loan Amount Pursuant to 13 C.F.R. (The Code of Federal Regulations)**

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) and \_\_\_\_\_ (owner of record) to obtain consulting and assistance on EIDL increase program.

**A. NOTICES TO THE BORROWER AND APPLICANT:** 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. According to the SBA Fee Disclosure and Compensation agreement for agent services in connection with an SBA disaster loan. This agreement is created to comply with section 13 of the SBA pursuant to 13 C.F.R., Part 103.5 and SPO 50-30, (2021).

**B. AGREEMENT.** The Company (Borrower) applying for an increase and the Consultant agree to the following: The applicant/borrower agrees to pay a fee of \$\_\_\_\_\_ USD. To Lendinero DBA for the services provided on the borrower's behalf. This fee is non-refundable and will be credited towards the 2% or 3% charged in the end. 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 \$500,000. 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. Name of your bank to process said fees for services being rendered:

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

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

**C: Services** The consultant shall consult the applicant, review financial documentation, assist with loan portal, review correspondence from sba, inform of documents necessary, provide or prepare letters of explanation or clarification, make joint phone calls, translate information and any other consulting or document review services on behalf of the applicant.

**D. No Guarantees.** The Applicant acknowledges that Consultant nor the SBA cannot guarantee that the Borrower's loan application for an increase will be approved. All loan applications submitted to the SBA are subject to underwriting, reviews, and verifications just like any other loan request. You will be informed if (a) you are pre-approved (b) approved with closing conditions (c) funded and (d) denied. Client is solely responsible for providing to information demonstrating Client's eligibility for a loan. Consultant does not guarantee or represent that Client's application(s) for a loan will be approved, or that Client qualifies for any available loan. In no event will have any liability to Client with respect to the services provided to Client, except to the extent of gross negligence or misconduct.

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

**F. Entire Agreement.** This agreement constitutes the entire agreement and a complete and exclusive expression of the parties' agreement respecting the services contemplated.

**G. Other.** Client represents that the information provided will be accurate and complete to the best of its knowledge. Consultant will not audit or otherwise verify the data submitted, although may ask for clarification if the information appears to be incorrect, inconsistent, or incomplete. Services do not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist." If the applicant submits fraudulent information, you agree to hold harmless kgfa capital ventures llc dba lendinero.

**N. 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.

\_\_\_\_\_  
Applicant / borrower signature

\_\_\_\_\_  
Date