

## Agreement for Consultation Services

This Retainer Agreement (the "Agreement") is entered by VDA Capital Group, Inc, ("Consultant"), and \_\_\_\_\_, (the "Client").

- 1) **SERVICES TO BE PROVIDED:** Credit acquisition (business and/or personal) by Consultant for Client. Interest rates are variable and may change. Consultant will provide Client consulting services for the purpose of acquiring bank financing using credit and financial information of the client. Credit will consist of personal credit cards, personal loans, business loans, or business credit cards or any combination thereof.
- 2) **Retention of Consultant.** Client agrees to retain the Consultant to perform certain Professional Services and agrees to pay Consultant as per the Consideration clause provided herein and below.
- 3) **Consultant is an Independent Contractor.** Nothing herein shall be construed to create any type of fiduciary relationship, such as that of an employer-employee relationship, or a principal-agent relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates.
- 4) **Confidentiality.** In the course of performing Services, the parties recognize that Consultant may come in contact with or become familiar with information for which the Client or its subsidiaries, assignees, or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Client's credit history, employment status, and other financial information. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate lenders, partners or their designees, without the express written consent of the Client.
- 5) **Hold Harmless Clause.** Client understands that all documentation requested by Consultant and/or any of consultant's funding sources for acquisition of credit and loans (such as w2s, paystubs, tax returns, etc), is the sole responsibility of the Client. The consultant has not done their due diligence in assessing the validity of the documentation or information provided. Further, Client acknowledges, stipulates and agrees that Consultant cannot be held jointly or severally liable for any injuries, losses, liabilities, or damages incurred by the Client subsequent to Consultants full performance of services under this Agreement. Client further acknowledges, stipulates and agrees to indemnify and hold Consultant harmless from any loss, liability, damage or costs, including court costs and attorney's fees that consultant may incur from third-party lenders, during the course of this relationship, as well as subsequent thereto.
- 6) **Construction.** This Agreement shall be constructed in accordance with the laws of the State of Illinois; and further, this Agreement shall not be construed either for or against either party and any ambiguities shall be construed in an effort to reach an equitable result; and further, each of the parties have consulted an attorney of law regarding the terms and conditions of this Agreement.
- 7) **Attorney Fees.** If any action is commenced by either party with respect to its rights under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Client, as named and identified herein and above

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Authorized Agent of VDA Capital Group

## Payment Agreement

This Agreement (the "Agreement") is attached to the AGREEMENT FOR CONSULTATION SERVICES between VDA Capital Group, Inc, ("Consultant"), and \_\_\_\_\_, (the "Client").

- 1) **Consideration:** In consideration for the Services to be performed by Consultant pursuant to this Agreement, the Client will pay at the following rates and pursuant to the following terms: **5%** of the total financing (ex: business lines of credit) acquired.
- 2) **Consideration is NON-REFUNDABLE.** Once the credit instrument has funded, the client agrees that Consultant has fully earned their fee, as per the Consideration clause provided herein and above, and fully absolves the Consultant of any responsibilities associated, either directly or indirectly, with that instrument, its maintenance, its access, and otherwise.
- 3) **Payment Terms.** Client understands and agrees that any fees not paid as set forth in this paragraph will suspend services under this agreement. Client may cancel at any time without prior notice and owe no additional fee however Client will still owe fees for approved lines of credit from applications that were submitted by Company prior to the date of cancellation. Client understands that if they decline to activate or utilize any approved line of credit, this does not release their obligation to pay for Company's service, which was to get the lines of credit approved for Client.
- 4) **Credit Continuity.** Client acknowledges and understands that Company assumes no liability or control over reduction or dissolution of credit limits or changes to the interest rates associated with the credit limits approved for Client by Lenders. Client 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 any time after Client's initial access of credit lines.
- 5) **Late Payments.** Payments are due within 5 business days of receiving invoice. A late fee of \$250.00 will be assessed to the client for payments not received by close of business on the 5<sup>th</sup> day grace period.
- 6) **Attorney's Fees.** In the event that any action, suit, or other proceeding is instituted to interpret and /or enforce this Agreement, or to remedy a breach of this Agreement, the prevailing party shall recover all of such parties reasonable attorney's fees and costs incurred in any such suit or proceeding, including any and all appeals or petitions therefrom.

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Client, as named and identified herein and above

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Authorized Agent of VDA Capital Group

## Limited Power of Attorney

I, \_\_\_\_\_, residing at \_\_\_\_\_  
appoint VDA Capital Group and it's appointees, located at 1040 S. Milwaukee Ave, Suite 100, Wheeling,  
IL 60090 as my true and lawful attorney in fact for me, in my name and on my behalf:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may subsequently acquire the legal right, power or capacity to exercise or perform, in connection with, arising from or relating to use of my personal credit information and personal credit guarantee for the pursuit and acquisition of credit and loan facilities (credit and loan facilities will consists of one or more of the following: personal credit cards, bank lines of credit and bank credit cards and bank loans) for myself.
2. I grant to my attorney-in-fact full power and authority, to do, take and perform each and every act or thing whatsoever necessary or proper to be done, in the exercise of any of the rights and powers granted in this instrument as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, and by this instrument I ratify and confirm whatever act or thing that my attorney in fact shall lawfully do or cause to be done by virtue of this limited power of attorney and the rights and powers granted by this instrument for the purpose of acquisition of business and personal credit and loan facilities.
3. The rights, powers and authority of my attorney-in-fact as granted in this limited power of attorney shall commence and be in full force on the date of this instrument and such rights, powers, and authority shall remain in full force until thereafter until
  - a) ninety days have expired or
  - b) I request immediate cancellation via electronic correspondence, facsimile or writing.
4. My attorney-in-fact will have full power and authority to submit credit and loan applications on my behalf via electronic means, mail and phone.
5. My attorney in fact will have full power and authority to contact lenders on my behalf via email, mail and phone.
6. My attorney in fact will not have the authorization to process or utilize any credit or loan facilities acquired on my behalf without my legal written consent.
7. My attorney in fact will apprise me of all credit and loan applications submitted on my behalf

This instrument is to be construed and interpreted as a limited power of attorney. This limited power of attorney shall not be affected by disability of the principal, except as provided by statute.

This limited power of attorney will be effective for ninety (90) days following its execution.

In witness by signing this instrument I affirm all that is written above:

Date \_\_\_\_\_

Application Social Security Number: \_\_\_\_\_

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