FUNDING SERVICES AGREEMENT

BUSINESS-PURPOSE COMMERCIAL FUNDING • ONLINE CLICKWRAP ACCEPTANCE

Version	2026.07.31
Effective date	Date and time of Client's electronic acceptance
Email	eugene@scrumptiousenterprises.com
Telephone	(725) 210-4747
Business address	2125 Biscayne Blvd, Miami, FL 33 137

IMPORTANT NOTICE

THIS IS A LEGALLY BINDING CONTRACT. IT CONTAINS A 10% SUCCESS-FEE OBLIGATION, A LIMITED NON-CIRCUMVENTION PROVISION, DISCLAIMERS, LIMITATIONS OF LIABILITY, AN INDEMNIFICATION PROVISION, AND—UNLESS TIMELY REJECTED—A BINDING ARBITRATION AGREEMENT, CLASS-ACTION WAIVER, AND JURY-TRIAL WAIVER.

SCRUMPTIOUS ENTERPRISES LLC IS NOT A BANK OR LENDER, DOES NOT MAKE CREDIT DECISIONS, AND DOES NOT GUARANTEE APPROVAL, FUNDING TERMS, CREDIT IMPACT, OR FUNDING WITHIN ANY PARTICULAR TIME.

THIS AGREEMENT APPLIES ONLY TO FUNDING REQUESTED PRIMARILY FOR BUSINESS OR COMMERCIAL PURPOSES. IT DOES NOT GOVERN PERSONAL, FAMILY, OR HOUSEHOLD FINANCING OR CREDIT-REPAIR SERVICES.

KEY TERMS SUMMARY

Key term	Summary
Company	Scrumptious Enterprises LLC, a Florida limited liability company
Services	Nonexclusive commercial-funding referral, application support, and placement assistance
Company role	Independent broker/referral intermediary—not a bank, lender, creditor, fiduciary, law firm, credit-repair organization, or government agency
Engagement period	180 days after electronic acceptance, unless earlier terminated
Client success fee	10% of gross Funding Proceeds actually funded or made available through a transaction Scrumptious materially arranged or facilitated
Advance broker fee	None; the success fee is earned only upon closing and actual funding or access to approved credit
Payment timing	Within two business days after funding or access to the approved facility
Introduced-provider protection	During the engagement and for 180 days afterward, limited to providers introduced and opportunities materially facilitated by Scrumptious
No guarantee	No guarantee of approval, amount, rate, cost, credit impact, number of offers, provider, or timing
Disputes	Individual arbitration unless timely opted out; small-claims and limited injunctive-relief exceptions
Contact	eugene@scrumptiousenterprises.com | (725) 210-4747

The complete Agreement controls. This summary does not replace or modify the provisions below.

1. PARTIES, EFFECTIVE DATE, AND ELECTRONIC ACCEPTANCE

This Funding Services Agreement (the "Agreement") is between Scrumptious Enterprises LLC, a Florida limited liability company ("Scrumptious," "SE," "we," "us," or "our"), and the business identified in the accompanying funding application ("Client"). The Agreement becomes effective when Client's Authorized Representative affirmatively checks the required acceptance box and submits the Application.

The individual submitting the Application ("Authorized Representative") represents that the individual is at least eighteen years old, has authority to act for and bind Client, has authorization from each person whose information is submitted, and has had an opportunity to review, download, print, and retain this Agreement.

The Authorized Representative does not become personally liable for Client's contractual payment obligations solely by accepting this Agreement for Client. Any personal guaranty must be separately and expressly agreed.

2. DEFINITIONS

"Application" means Client's online application and all information, documents, certifications, and authorizations supplied in connection with a Funding Request.

"Funding Provider" means a bank, lender, finance company, equipment-finance company, factoring company, receivables purchaser, merchant-cash-advance provider, commercial-card issuer, funding marketplace, broker, syndicator, referral network, or other third party that evaluates, offers, arranges, purchases, or provides commercial financing.

"Funding Request" means Client's request for financing made through, referred by, submitted by, or materially assisted by SE.

"Introduced Funding Provider" means a Funding Provider that SE or its referral network first identifies to Client, introduces Client to, refers Client to, or to which SE submits Client's information.

"Funding Transaction" means a commercial loan, line of credit, business credit card, equipment financing, factoring or receivables transaction, revenue-based financing, merchant cash advance, business credit facility, or other business-purpose financing transaction.

"Funding Proceeds" means the gross amount funded, advanced, made available, or paid for Client's benefit under a Funding Transaction, before deductions, holdbacks, provider fees, closing costs, prior-balance payoffs, or third-party payments.

3. ENGAGEMENT PERIOD AND NONEXCLUSIVE APPOINTMENT

Client appoints SE, on a nonexclusive basis, to provide commercial-funding referral and placement assistance for 180 days after the Effective Date ("Engagement Period"), unless earlier terminated under this Agreement.

The Engagement Period does not renew automatically. A new Funding Request after expiration may require acceptance of the then-current agreement. Expiration or termination does not eliminate rights and obligations that expressly survive.

Client may work with other financing sources and advisers, but must disclose duplicate applications or introductions that could create conflicting submissions or fee claims.

4. SCOPE OF SERVICES

Depending on Client's circumstances, SE may:

- review information supplied by Client and discuss Client's stated funding objectives;
- identify potential funding programs or Funding Providers;
- help organize an application package and request supporting documents;
- transmit Client-authorized information to Funding Providers and referral networks;
- communicate about application status, missing items, offers, closing, and funding;
- facilitate introductions and provide general educational information; and
- perform related administrative and referral services reasonably connected to the Funding Request.

SE may perform services through employees, independent contractors, technology providers, referral platforms, Funding Providers, and other service providers. SE has no obligation to submit an Application to every provider or to continue an Application that is incomplete, appears inaccurate, presents fraud or compliance concerns, or falls outside available programs.

5. INDEPENDENT BROKER AND REFERRAL DISCLOSURE

SE acts as an independent commercial-funding intermediary. SE is not Client's bank, lender, creditor, fiduciary, attorney, accountant, investment adviser, credit-repair organization, or exclusive financial adviser.

Funding Providers are independent third parties. Unless expressly disclosed in writing, they are not owned, controlled, or supervised by SE. SE is not responsible for a Funding Provider's underwriting, credit decisions, disclosures, security practices, servicing, collections, or performance.

SE may use Bella Sloan–associated programs and other independent funding or referral networks. No reference to such a program creates a partnership, joint venture, agency, guaranty, or endorsement unless a separate written agreement expressly states otherwise.

6. COMPENSATION AND POTENTIAL CONFLICTS

SE may receive compensation from Client, a Funding Provider, a referral network, another broker, or more than one of those parties. Third-party compensation may give SE a financial incentive to refer Client to that party.

SE does not represent that it searches the entire financing market or that an introduced offer is the lowest-cost, least restrictive, or otherwise best offer available. When applicable law requires it, SE will disclose the nature or amount of third-party compensation. Client may ask whether SE expects compensation from a particular Funding Provider.

Third-party compensation will not increase Client's Success Fee unless the increase is separately disclosed to and accepted by Client before funding.

7. NO GUARANTEE; CLIENT'S INDEPENDENT DECISION

SE does not promise or guarantee:

- approval, funding, or access to credit;
- a minimum or maximum funding amount;
- a particular interest rate, factor rate, payment, term, fee, collateral requirement, or guaranty requirement;
- that an inquiry will be a soft inquiry or will have no credit impact;
- a particular number of offers or a particular Funding Provider;

- funding within any estimate or advertised timeframe;
- improvement to Client's or an owner's credit; or
- the suitability, legality, tax treatment, or affordability of a Funding Transaction.

Any prequalification, estimate, illustration, or preliminary indication is nonbinding. Only the Funding Provider's final written agreement controls the Funding Transaction. Client is solely responsible for reviewing and accepting or rejecting every offer and should obtain independent legal, accounting, and financial advice.

8. BUSINESS-PURPOSE CERTIFICATION

Client certifies that all requested Funding Proceeds will be used primarily for legitimate business or commercial purposes and not for personal, family, or household purposes.

Client will not use Funding Proceeds for unlawful activity, deceptive marketing, sanctions evasion, money laundering, terrorist financing, or any prohibited purpose. If the purpose is or becomes primarily consumer-related, Client must notify SE immediately; SE may stop processing and require a different agreement and disclosures.

9. SUCCESS FEE; NO ADVANCE BROKER FEE

9.1 Success Fee

If Client completes a Funding Transaction that SE materially arranged or facilitated, Client shall pay SE a Success Fee equal to ten percent (10%) of the Funding Proceeds actually received or made available to or for Client's benefit.

9.2 When Earned

The Success Fee is earned only upon closing and actual funding or access to an approved credit facility. SE will not assess, collect, or solicit an advance broker fee.

9.3 Calculation

- The fee is calculated from gross Funding Proceeds before provider fees, closing costs, reserves, holdbacks, prior-balance payoffs, or third-party payments.
- For a line of credit or business credit card, the fee applies to the approved amount initially made available, whether or not Client immediately draws or charges the entire amount.
- For staged funding, the fee is earned proportionately as each stage is funded.
- A later increase generates an additional fee only if SE materially arranged or facilitated that increase.
- If a Funding Provider rescinds or reverses a transaction and Client returns the corresponding proceeds without retaining a continuing benefit, the fee will be adjusted proportionately.

9.4 Payment

The Success Fee is due within two business days after funding or access to the approved facility. Client shall notify SE within one business day after funding and provide reasonable evidence of the funded or approved amount upon request. Any authorization to debit a bank account must be separately and conspicuously obtained.

9.5 Past-Due Amounts

After written notice and a ten-day opportunity to cure, an undisputed past-due amount may accrue interest at the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law. Client is responsible for reasonable collection costs only to the extent actually incurred and legally recoverable. SE will not request closure of Client's funded accounts or report a debt to a credit bureau unless SE has a lawful basis and complies with all applicable requirements.

9.6 Independent Third-Party Expenses

If an independent third party requires payment for an actual service necessary to apply—such as an appraisal or authorized credit report—Client may elect to pay that provider directly. SE will not mark up or secretly retain any portion of that payment.

10. LIMITED NON-CIRCUMVENTION

During the Engagement Period and for 180 days afterward, Client shall not knowingly bypass SE to avoid an earned Success Fee by directly or indirectly completing substantially the same Funding Transaction with an Introduced Funding Provider when SE materially facilitated the opportunity.

This protection applies to a transaction completed through Client's affiliate, owner, subsidiary, successor, related entity, or nominee; an affiliate or assignee of the Introduced Funding Provider; or another intermediary used primarily to avoid SE's fee.

This Section does not apply if Client proves with contemporaneous records that Client had an active financing relationship or pending application with that provider before SE's introduction and notifies SE within ten business days after learning of the duplicate introduction.

This Section does not restrict Client from obtaining unrelated financing from other sources, create ownership of Client, or require a fee for a transaction SE did not introduce or materially facilitate. SE may recover an unpaid earned Success Fee and other remedies legally available, but not a penalty or duplicative recovery.

11. CLIENT RESPONSIBILITIES AND REPRESENTATIONS

Client represents, warrants, and agrees that:

- all Application information is complete, current, and materially accurate;
- submitted records are authentic and have not been deceptively altered;
- Client will promptly correct inaccurate or outdated information;
- Client is duly organized, active, and authorized to conduct its business;
- Client has obtained authorization to submit every person's information and documents;
- Client is not using a stolen, synthetic, or unauthorized identity;
- Client will disclose material bankruptcies, liens, judgments, defaults, existing financing, and obligations when requested;
- Client will disclose potentially duplicative applications or submissions;
- Client will independently review every Funding Provider agreement before acceptance; and
- Client will cooperate with lawful identity, fraud-prevention, underwriting, and compliance requests.

Materially false documents or misleading information may result in immediate termination, notification to affected Funding Providers, and referral to appropriate authorities when legally permitted or required.

12. NO POWER TO SIGN FOR CLIENT

Client authorizes SE to help prepare and transmit applications and documents, but does not grant SE a power of attorney or authority to execute a lender agreement, promissory note, guaranty, security agreement, bank authorization, or other binding instrument for Client or any owner.

Client or the properly authorized person must review and execute every binding Funding Provider document directly. No SE representative may change Client's information or accept funding without Client's express authorization.

13. AUTHORIZATION TO VERIFY AND SHARE INFORMATION

Client and the Authorized Representative authorize SE, as permitted by law, to:

- verify business, identity, ownership, contact, banking, revenue, credit, registration, and public-record information;
- contact references, accountants, landlords, processors, banks, and other persons identified by Client;
- submit Application information and documents to Funding Providers and service providers for evaluation, fraud prevention, underwriting, compliance, servicing, and transaction administration;
- receive information concerning status, offers, approvals, denials, closing, funded amounts, and compensation;
- communicate with Client's owners, officers, employees, and advisers identified in the Application; and
- retain records as described in this Agreement and SE's Privacy Notice.

This authorization does not permit recipients to use Client's information for unrelated purposes contrary to applicable law. Client should submit sensitive documents only through SE-approved secure methods and should not send Social Security numbers, passwords, or complete financial credentials through ordinary email or text.

14. CREDIT-REPORT AUTHORIZATION

To the extent permitted by the Fair Credit Reporting Act and other applicable law, each individual who separately supplies personal credit information and affirmatively accepts the applicable authorization provides written instructions authorizing SE and evaluating Funding Providers to obtain consumer reports for the business transaction initiated through the Application.

A Funding Provider may require its own authorization. The number and type of inquiries—and whether an inquiry is "hard" or "soft"—are controlled by the party obtaining the report and the consumer reporting agency. SE does not guarantee the type or credit impact of an inquiry.

Each owner or guarantor whose consumer report may be obtained should complete a separate, conspicuous credit authorization identifying that individual. Acceptance of this Agreement by one representative must not be used as another individual's authorization.

15. IDENTITY, SANCTIONS, AND ANTI-FRAUD COMPLIANCE

Client authorizes commercially reasonable identity-verification, beneficial-ownership, sanctions, fraud, and anti-money-laundering screening. Client represents that neither Client nor, to Client's knowledge, its beneficial owners are prohibited from participating in the requested transaction.

SE may follow Funding Provider compliance requirements and may suspend or decline an Application that presents compliance concerns. This Section does not represent that SE independently performs every compliance function imposed on a bank or Funding Provider.

16. PRIVACY AND INFORMATION SECURITY

SE’s then-current Privacy Notice, presented through the Application, describes SE’s collection, use, disclosure, retention, and protection of personal information and is incorporated for disclosure purposes. This Agreement controls the contractual funding-services relationship; the Privacy Notice controls SE’s description of privacy practices; applicable law controls over both.

SE will maintain safeguards appropriate to the nature and sensitivity of information it handles and will require appropriate contractual protections from covered service providers when required by law. No electronic system is completely secure, and SE does not warrant that unauthorized access can never occur. Nothing waives duties or notification obligations that cannot lawfully be waived.

17. APPLICATION-RELATED COMMUNICATIONS

Client requests and authorizes SE and Funding Providers evaluating Client’s Application to contact Client concerning application receipt and completion, missing documents, identity or fraud verification, funding options, underwriting questions, status, closing, funding, servicing introductions, compliance, and security notices.

Communications may occur by telephone, manually sent text, email, postal mail, secure portal, or another method Client provides. Client may change communication preferences, but restricting all communications may prevent processing.

18. OPTIONAL AUTOMATED MARKETING CONSENT

Consent to marketing calls or texts is not required to apply, receive services, or obtain funding. Marketing consent must be presented as a separate optional checkbox.

If the Authorized Representative separately checks that optional box, the person authorizes Scrumptious Enterprises LLC to send marketing calls or texts to the number provided, including through an automated system or prerecorded or artificial voice where legally permitted. Message frequency varies; message and data rates may apply. Consent may be withdrawn by replying STOP or contacting eugene@scrumptiousenterprises.com or (725) 210-4747.

Consent given to SE does not automatically constitute consent to receive unrelated automated marketing from every Funding Provider. Each Funding Provider remains responsible for obtaining any consent required for its own marketing.

19. CALL RECORDING

SE may record or monitor calls for quality assurance, training, documentation, fraud prevention, and compliance only after providing any notice and obtaining any consent required by applicable law. Client’s acceptance of this Agreement does not replace a call-specific announcement when one is required.

If a participant does not consent to recording, the participant should say so before substantive discussion. SE may offer a non-recorded channel or discontinue the call when recording is operationally required.

20. ELECTRONIC RECORDS AND SIGNATURE CONSENT

Client and the Authorized Representative consent to transact electronically and receive this Agreement, disclosures, notices, records, and communications electronically.

20.1 Hardware and Software Requirements

- an internet-connected device;
- a current browser capable of displaying HTML and PDF files;
- a valid email address;
- sufficient electronic storage or printing capability; and
- software capable of opening PDF documents.

Client may withdraw consent to future electronic records by contacting eugene@scrumptiousenterprises.com. Withdrawal does not affect records or transactions already completed and may prevent continued electronic processing. Client may request a paper copy without charge and must keep contact information current.

Checking the required acceptance box and submitting the Application constitutes Client's electronic signature and demonstrates the ability to access the electronic form used for this Agreement.

21. RECORDS AND AUDIT TRAIL

SE may retain the accepted Agreement and version, Application and submitted documents, acceptance date and time, IP address and available device information, checkbox and consent records, communications, status records, identity of the Authorized Representative, provider introductions, and records reasonably necessary to establish services, funding, compensation, or legal compliance.

Records may be stored electronically and reproduced as business records. SE will follow its retention policy and applicable legal requirements. This Section does not authorize indefinite retention where law requires disposal.

22. WEBSITE INTEGRATION AND ORDER OF PRECEDENCE

When presented through or immediately adjacent to the Application, the following are incorporated by reference: this Agreement, any conspicuous Fee Disclosure or Application Summary, the Privacy Notice, each separate Credit Authorization, each optional Communications Consent, and the website Terms of Use.

A separately accepted Fee Disclosure controls a direct conflict concerning compensation. The Privacy Notice controls a direct conflict concerning described privacy practices unless this Agreement provides greater protection or applicable law requires otherwise.

A hyperlink alone does not replace required affirmative acceptance. SE should preserve the version accepted and make a downloadable or emailed copy available immediately after submission.

23. WITHDRAWAL AND TERMINATION

Client may withdraw a pending Funding Request or terminate the engagement at any time by emailing eugene@scrumptiousenterprises.com. Because SE charges no advance broker fee, Client owes no Success Fee unless a Funding Transaction closes or approved credit is made available through an opportunity SE materially arranged or facilitated.

SE may terminate or suspend immediately for suspected fraud, material misrepresentation, unlawful activity, abusive conduct, noncooperation, security risk, or failure to provide requested information.

Termination does not eliminate an already earned Success Fee, obligations arising from a Funding Transaction initiated or materially facilitated before termination, the 180-day introduced-provider protection, confidentiality and record obligations, dispute-resolution provisions, or provisions intended by their nature to survive.

24. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each party will use reasonable care to protect nonpublic business information received from the other and will use it only for the funding relationship, legal compliance, risk management, or enforcement. This obligation does not apply to information lawfully public, previously known without restriction, independently developed, lawfully received from another source, authorized for disclosure, or required to be disclosed by law.

SE’s website, forms, workflows, educational materials, branding, templates, and proprietary content remain the property of SE or its licensors. Client retains ownership of Client’s original records and grants SE a limited license to process and transmit them as reasonably necessary for the authorized services, legal compliance, and enforcement.

25. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SE PROVIDES ITS REFERRAL, EDUCATIONAL, AND APPLICATION-ASSISTANCE SERVICES “AS IS” AND “AS AVAILABLE” AND DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND RESULTS.

SE DOES NOT WARRANT THE CONDUCT, SECURITY, SOLVENCY, LICENSING, PERFORMANCE, OR OFFER TERMS OF A FUNDING PROVIDER. NOTHING DISCLAIMS A DUTY THAT CANNOT LEGALLY BE DISCLAIMED.

26. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST OPPORTUNITIES, OR LOSS OF DATA, ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY.

SE’S AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE FEES ACTUALLY PAID BY CLIENT TO SE UNDER THIS AGREEMENT OR FIVE HUNDRED DOLLARS ($500).

These limitations do not apply to fraud, willful misconduct, gross negligence, breach of confidentiality, violation of nonwaivable data-security duties, or liability that applicable law does not permit a party to limit. A Funding Provider’s denial, delay, withdrawal, change of terms, system failure, or breach is not attributable to SE unless caused by SE’s independently wrongful conduct.

27. INDEMNIFICATION

Client shall defend, indemnify, and hold harmless SE and its managers, members, employees, and agents from third-party claims, losses, penalties, and reasonable legal expenses arising from Client’s materially false information or fraudulent documentation, unauthorized submission of another person's information, unlawful use of Funding Proceeds, material breach of this Agreement, or violation of law.

Client has no indemnification obligation to the extent a claim results from SE's fraud, willful misconduct, gross negligence, violation of law, or material breach. SE will give reasonable notice and permit Client to participate in the defense, but Client may not settle in a manner that admits wrongdoing by or imposes nonmonetary duties on SE without written consent.

28. FORCE MAJEURE

Neither party is liable for delay caused by circumstances reasonably beyond its control, including natural disaster, war, terrorism, civil disorder, labor disruption, government action, public-health emergency, power or telecommunications failure, cyberattack despite reasonable safeguards, or third-party platform outage.

This Section does not excuse an already earned payment obligation or legally required information-security and breach-response duties.

29. DISPUTE NOTICE AND INFORMAL RESOLUTION

Before filing arbitration or litigation, a party must send written notice stating the party's name and contact information, relevant Application or transaction, material facts and legal basis, and requested relief.

Notices to SE must be emailed to eugene@scrumptiousenterprises.com and mailed to SE's business address stated on the first page. The parties will attempt in good faith to resolve the dispute for thirty days after receipt. This requirement does not prevent temporary injunctive relief, preservation of a limitations period, or an eligible small-claims case.

30. BINDING ARBITRATION; CLASS-ACTION AND JURY-TRIAL WAIVERS

30.1 Agreement to Arbitrate

Except for the exclusions below, any dispute arising from or relating to this Agreement, the Application, SE's services, communications, compensation, or the parties' relationship shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA"). The Federal Arbitration Act governs. The arbitrator may award any individual remedy available in court, subject to this Agreement and applicable law.

30.2 Rules and Location

AAA Commercial Arbitration Rules will apply. If AAA determines its Consumer Arbitration Rules must apply, those rules will govern. Hearings may be remote by agreement or as authorized by the rules. Any in-person hearing will occur in the Florida county where SE's principal office is located unless applicable rules or law require another reasonably convenient location.

30.3 Exclusions

Either party may bring an individual eligible claim in small-claims court, seek temporary or preliminary injunctive relief to preserve the status quo pending arbitration, or report suspected violations to a government agency.

30.4 Individual Proceedings Only

THE PARTIES AGREE THAT CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. If this waiver is finally held unenforceable for a particular claim, that claim will proceed in court rather than class arbitration.

30.5 Jury-Trial Waiver

TO THE EXTENT A DISPUTE IS PERMITTED TO PROCEED IN COURT, EACH PARTY KNOWINGLY WAIVES TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

30.6 Thirty-Day Arbitration Opt-Out

Client may reject this arbitration Section without affecting the remaining Agreement. Within thirty days after acceptance, Client must email eugene@scrumptiousenterprises.com with the subject “Arbitration Opt-Out” and include Client’s legal name, business name, Application date, telephone number, and an unequivocal statement rejecting arbitration.

30.7 Fees and Attorneys’ Fees

Each party will bear its own attorneys’ fees unless a statute, rule, or other applicable law authorizes an award. Arbitration costs will be allocated under the applicable AAA rules and law. Nothing requires Client to pay costs that would make arbitration legally inaccessible.

31. GOVERNING LAW AND COURT VENUE

Florida law governs this Agreement, without regard to conflict-of-law principles, except that the Federal Arbitration Act governs the arbitration provision.

For a dispute not subject to arbitration, the parties consent to exclusive jurisdiction in the state or federal courts serving the Florida county where SE’s principal office is located, except where applicable law requires another venue. This choice does not eliminate protections that cannot legally be waived.

32. GENERAL PROVISIONS

32.1 Notices

SE may send ordinary notices to the contact information Client provides. Client must keep its information current. Formal dispute and termination notices must comply with the applicable Sections.

32.2 Assignment

Client may not assign this Agreement primarily to avoid an earned obligation. SE may assign it in connection with a merger, reorganization, sale of substantially all relevant assets, or transfer to an affiliate if the assignee assumes SE’s material obligations.

32.3 No Third-Party Beneficiaries

Except for parties expressly protected under the limitation and indemnification provisions, this Agreement creates no enforceable third-party rights.

32.4 Waiver and Severability

A waiver is effective only for the specific instance given. If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions will remain effective.

32.5 Interpretation

Headings are for convenience. “Including” means “including without limitation.” This Agreement will not be construed against a party merely because that party drafted it.

32.6 Prospective Changes

The version accepted at the time of Application governs that engagement. SE may update terms prospectively, but website posting alone does not retroactively alter an accepted Success Fee, arbitration agreement, or other material term.

32.7 Entire Agreement

This Agreement and incorporated materials constitute the entire agreement concerning SE’s funding-referral and placement services and supersede prior discussions about those services. A coach, salesperson, contractor, referral partner, or Funding Provider may not amend it orally. A material amendment must be in a record accepted by authorized representatives of both parties.

32.8 Survival

Payment obligations, the introduced-provider protection, privacy and confidentiality provisions, record provisions, disclaimers, limitation of liability, indemnification, dispute resolution, and provisions intended by their nature to survive remain effective after expiration or termination.

33. ELECTRONIC ACKNOWLEDGMENTS

By checking the required box and submitting the Application, the Authorized Representative acknowledges for Client that:

- Client has read and agrees to this Funding Services Agreement;
- SE is a broker or referral intermediary and not a lender;
- there is no guarantee of approval, amount, rate, cost, credit impact, or timing;
- the Funding Request is primarily for business purposes;
- Client authorizes verification and sharing of Application information as described;
- Client will pay the disclosed 10% Success Fee when SE materially arranges or facilitates a completed Funding Transaction;
- Client accepts the limited non-circumvention provision;
- Client consents to electronic records and signatures;
- Client has reviewed the Privacy Notice;
- marketing consent is optional and not a condition of service; and
- Client understands the arbitration, class-action waiver, jury-trial waiver, and thirty-day arbitration opt-out right.

Accepted electronically by: The Authorized Representative identified in the Application

Client: The business identified in the Application

Acceptance record: Date, time, IP address, Agreement version, checkbox state, and submission identifier retained by SE