

SEED CAPITAL CORP
BUSINESS CONSULTING SERVICES AGREEMENT

This Business Consulting Services Agreement (this "Agreement"), dated as of _____, 200__ (the "Effective Date"), is between and among _____, an individual residing in the state of _____, for the purpose of carrying out the matters set forth herein (collectively "Client," "you," or "your"), and 1st Financial SD, LLC., a California Limited Liability Company DBA Seed Capital Corp ("Consultant"), as per the terms below.

1. **SCOPE AND DUTIES.** Client retains and hires Consultant to provide business consulting services (the "Services") to Client, including, specifically, referral assistance with incorporating or reorganizing a business entity, and establishing a Dunn & Bradstreet DUNS Number and "Paydex Score", or other similar account(s), and assistance establishing financial and credit accounts of behalf of Client's business, including lines-of-credit, credit cards, bank loans or other similar financial accounts (each an "Account" and collectively, "Accounts") with lenders and other financial service providers (each a "Lender" and collectively "Lenders"). At Consultant's discretion and at any time after the Effective Date, Consultant may evaluate the creditworthiness of Client by obtaining a credit report or other background information about Client or Client's Business from appropriate sources. Client hereby authorizes Consultant to obtain such information and agrees to take any further actions necessary, as reasonably requested by Consultant, in order to assist Consultant with obtaining such information.

2. **TERM.** The term of this Agreement (the "Term") shall be one (1) year from the Effective Date (the "Term").

3. **FEES.** Client agrees to pay Consultant each of the following fees (collectively, the "Fees"):

a. **Credit Review and Consulting Fees:** Upon execution of this Agreement, Client agrees to pay to Consultant in full a Credit Review Fee in the amount of five hundred dollars (\$500) by credit card.

b. **Credit Establishment Fee:**

1. Verified Credit Score of 720+ Guarantee: If Client has a Credit Score (supplied by and only by Equifax, Transunion and Experian) of at least Seven Hundred Twenty (720) verified by Consultant and Client does not have any accounts that result in a "Balance Close to Credit Limit" type warning on the CreditCheckTotal.com report, Client agrees to allow Consultant to bill the credit card supplied by Client a Credit Establishment Fee equal to and not less than twenty five hundred dollars (\$2,500.00) when and only when Consultant has verified that the aggregate credit limits of such Account(s) result in credit lines totaling more than the guaranteed minimum of **\$50,000**. If Client has a Middle Credit Score of at least Seven Hundred Twenty (720) verified by Consultant and Client does not have any accounts that result in a "Balance Close to Credit Limit" type warning on the CreditCheckTotal.com report Consultant agrees that if the aggregate credit limit of the Revolving Business Credit Account(s) established by Consultant results in said Credit Line(s) totals less than the guaranteed minimum of **\$50,000** consultant will waive the Credit Establishment Fee, and refund

the five hundred dollar (\$500) Credit Review Fee. All such fees will be paid in accordance with Section 5, below.

2. Credit Score Below 720: If Client does not have a Middle Credit Score (supplied by and only by Equifax, Transunion and Experian) of at least Seven Hundred Twenty (720) verified by Consultant and/or Client has one or more accounts that result in a "Balance Close to Credit Limit" Type Warning on the CreditCheckTotal.com report, Client agrees to pay the Credit Establishment fee equal to twenty five hundred dollars (\$2,500.00) prior to any applications being submitted on behalf of Client. All such fees will be paid in accordance with Section 5, below.

c. **Business Credit Consulting Fee:** A fee of twenty five hundred dollars (\$2,500.00) for Consulting with regards to obtaining Supply Credit Accounts, Dunn & Bradstreet DUNS Number and a Paydex Score will be billed ten (10) days after the Credit Establishment fee or if Client does not receive aggregate credit limits totaling more than the guaranteed minimum of \$50,000 or the Client does not qualify for Verified Credit Score of 720+ Guarantee The Supply Credit Consulting fee will be billed immediately after the Credit Establishment applications have been completed. All such fees will be paid in accordance with Section 5, below.

d. **Interest Rates and Credit Terms:** Consultant makes no guarantees as to the set forth interest rate(s) and or terms in which credit may be granted to Client.

4. **CLIENT COVENANTS.** At all times while in contract with Consultant, Client agrees to:

a. be truthful with Consultant and all Lenders and provide complete and accurate information, to the best of Clients knowledge and not be misleading, to Consultant and said Lenders with respect to Accounts;

b. cooperate with Consultant (and Employees of Consultant) in connection with the provision of the Services;

c. keep Consultant informed of all material developments with respect to Client's finances and business;

d. pay Invoices (as defined below) and other amounts due hereunder and thereafter, including Section 5, in a timely manner;

e. provide to Consultant all documentation, executed applications, notices, correspondence and or other information (collectively, "Account Information") within seven (7) days of the date received by or created by Client in connection with any Account;

f. Client agrees not to apply for and/or establish any new credit Account(s) without the prior written approval of Consultant for a time period of 45 Days from the Effective Date of this agreement. If Client applies for Credit without prior written approval of Consultant, Client will not qualify for the \$50,000 Minimum Guarantee and be held liable for the total applicable fees outlined in section 3 of this agreement ;

g. Client agrees to provide guarantee and/or collateral of sufficient amounts;

5. COSTS AND EXPENSES; INVOICES; AND PAST DUE AMOUNTS.

a. All amounts due and or past due to consultant will be billed at the appropriate time to Client's credit card. If for any reason Consultant is not able to collect fees due for service rendered Consultant will attempt to bill Clients credit card up to 3 times. Balances unpaid thereafter 3 credit card billing attempts are subject to 18% annual interest compounded daily calculated from the date of first billing attempt. Without limiting and or any other provision of this Agreement, any statement unpaid for more than 15 days shall be cause for Consultant to suspend provision of Services and/or terminate the Agreement.

b. When Consultant's services conclude (as a result of termination or expiration of this Agreement), all unpaid charges, whether invoiced or not as of such time, shall become immediately due and payable.

6. SUSPENSION/TERMINATION OF CONSULTING SERVICES.

a. Consultant has the right to suspend performance of Services pursuant to this Agreement by providing Client with five (5) days written notice of Client's failure to pay Consultant in accordance with this Agreement or any other breach by Client of this Agreement. Such suspension shall continue until the event causing such suspension is cured by Consultant or this Agreement is terminated pursuant to the terms hereof. The suspension of Consultant's performance of Services shall not cause any suspension of the Term of this Agreement or Client's payment obligations hereunder.

b. Consultant may, in Consultant's sole and absolute discretion, terminate this Agreement effective immediately upon written notice to Client in the event that (i) Consultant's provision of Services would be unlawful under any applicable law, ordinance, rule or regulation; (ii) Consultant's obligation to perform services hereunder remains suspended for ten (10) or more business days; or (iii) Client fails to pay Consultant within five (5) business days of the Invoice Date of any Invoice. Client may terminate this Agreement only in the event that a material breach of this Agreement remains uncured by Consultant for no less than thirty (30) days.

c. Client shall not be entitled to any reimbursement, refund, or return of any amounts paid to Consultant hereunder as a result of the termination of this Agreement by Consultant pursuant to this Section 6 or any other provision of this Agreement.

7. SURVIVAL. Notwithstanding any termination of this Agreement, suspension of Services or expiration of the Term, the terms hereof which by their nature are to survive termination, including, without limitation, Sections 3, 4, 5, 7, 8, 9 and 19 shall survive indefinitely.

8. INDEMNIFICATION. Client shall indemnify, defend and hold Consultant, and Consultant's parent(s), subsidiaries and affiliated companies, and each of their successors, licensees, distributors, and assigns and their respective officers, members, managers, directors, shareholders, employees, attorneys, agents and other representatives

(collectively, the "Consultant Party"), harmless from and against any and all claims, actions, suits, judgments, obligations, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) of whatsoever kind and nature (collectively, "Claims") imposed on, incurred by, or asserted against the Consultant Party by any third party, arising out of or in connection with the Services or any breach by the Client of any covenant or other provision hereof.

9. CONFIDENTIAL INFORMATION. Notwithstanding any other provision of this Agreement, including specifically, Section 16, all terms, including all rights and obligations, of both Client and Consultant under any effective Non-Disclosure Agreement, entered into between Client and Consultant prior to the Effective Date shall be incorporated herein by reference and made a part hereof.

10. DISCLAIMERS. Nothing in this Agreement, and nothing in Consultant's statements to Client, will be construed as a promise or guarantee about the outcome/s of the Services or the success of Client's business with exception to potential billing modifications outlined in Section 3 (b). Additionally, Consultant's Services are not to be construed in any way whatsoever as legal advice or of a legal nature. CLIENT IS SOLELY RESPONSIBLE FOR ALL LEGAL FEES AND OTHER EXPENSES ASSOCIATED WITH OBTAINING LEGAL REPRESENTATION FROM CLIENT'S OWN LEGAL REPRESENTATIVE. SUCH FEES AND EXPENSES ARE INDEPENDENT OF AND IN ADDITION TO ANY FEES, EXPENSES AND OTHER COSTS ARISING HEREUNDER IN CONNECTION WITH THE CONSULTANT'S SERVICES.

11. LIQUIDATED DAMAGES: In the event of a breach by Client of either of Sections 4 or 9 of this Agreement, Client agrees to pay Consultant a liquidated damages sum ("Liquidated Damages") equal to the number of actions constituting independent material breaches hereunder multiplied by \$1,000, in no event to exceed \$6,000. Client acknowledges that (i) these Liquidated Damages are a reasonable estimate of the actual loss Consultant will suffer; (ii) the amount of actual loss cannot be precisely determined but these Liquidated Damages are not plainly or grossly disproportionate to the actual loss; and (iii) these Liquidated Damages are not intended as a penalty to compel Client's performance. Enforcement of this Section by Consultant shall not be an election of remedies (all of which shall be cumulative), or a waiver of any right to injunctive or equitable relief.

12. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event any provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without making ineffective the remainder of such invalid, illegal, or unenforceable provision, or any other provision of this Agreement.

13. SECTION HEADINGS. The headings of paragraphs, sections and other subdivisions of this Agreement are for convenient reference only. They shall not be used in any way to govern, limit, modify, or construe this Agreement or any provision of this Agreement, or otherwise be given any legal effect.

14. ENTIRE AGREEMENT. This Agreement contains the full and complete understanding and agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto, and may not be modified or amended except by a written instrument executed by both of the parties hereto.

15. COUNTERPARTS/SIGNATURE DELIVERY. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute a single agreement. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, via mail, or via any other means.

16. GOVERNING LAW. This Agreement shall in all respects be subject to the laws of the United States and the State of California applicable to agreements executed and wholly performed within California.

17. DISPUTES. If a dispute, controversy or claim (a "Dispute") arises out of or relates to this Agreement, or the breach thereof, and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any Dispute that cannot be resolved within fifteen (15) days after initiation of mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including its expedited procedures where appropriate for Disputes relating to Fees or other amounts due hereunder. For any Dispute where the total amount of the award sought is less than \$10,000 and the Dispute remains unresolved after mediation, the parties must resolve the Dispute in a cost-effective manner through binding non-appearance-based arbitration complying with the following rules: (a) the arbitration will be conducted by telephone, electronic mail and/or based on written submissions; and (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

The place of mediation or arbitration shall be Los Angeles, California. Judgment on any award rendered by an arbitrator(s) pursuant to this Section 19 may be entered in any court having jurisdiction thereof.

The prevailing party in any arbitration (or any other dispute resolution or legal proceeding) over any Dispute shall be entitled to reimbursement from the other party of all costs of the arbitration (or other dispute resolution or legal proceeding, respectively), including but not limited to filing fees and expenses, arbitrator fees and expenses, witness fees and expenses, and reasonable attorneys fees and expenses.

BY AGREEING TO FINAL AND BINDING ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO (A) A TRIAL BY JURY OR A JUDGE, IN A STATE OR FEDERAL COURT, (B) FINDINGS OF FACT AND USE OF THE RULES OF EVIDENCE PURSUANT TO THE CALIFORNIA EVIDENCE CODE, OR THE FEDERAL RULES OF EVIDENCE, (C) AN APPEAL (EXCEPT ONE IN LIMITED CIRCUMSTANCES AND LIMITED IN SCOPE), AND (D) FORMAL DISCOVERY RIGHTS WHICH PARTIES TO A LAWSUIT GENERALLY HAVE.

THIS SECTION 19 SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES FROM ANY COURT OF APPROPRIATE JURISDICTION.

[SIGNATURES FOLLOW]

Please acknowledge your agreement to the terms above by signing and dating below. This Agreement will not take effect, and Consultant will have no obligation to provide the Services, unless and until you return to Consultant a signed, notarized copy of this Agreement and any Fees due upon commencement of Services as per the above, and Consultant acknowledges receipt of same via his/her signature below where indicated below your signature.

CLIENT and GUARANTOR:

By: _____
Signature of Authorized Signatory

Name (Printed): _____

Business Name: _____

Title: _____

Effective Date: _____

NOTARY:

State of _____ County of _____

This instrument was acknowledged before me on

By _____

Notary Seal

Signature of Notary Public

Notary Public, State of _____ My commission expires _____

Notary Cell Phone # for Confirmation of Authenticity _____

ACKNOWLEDGED BY CONSULTANT:

By: _____
Signature of Authorized Signatory

Name (Printed): _____

Title: _____

Date: _____