



BUSINESS PARTNER SEARCH **AND MATCH SERVICE AGREEMENT**

Effective Date: _____

Entrepreneur: _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

THIS BUSINESS PARTNER SEARCH AND MATCH SERVICE AGREEMENT (the “Agreement”) is made effective on the Effective Date set forth above, by and between the above-named Entrepreneur (“Entrepreneur”) and **Venturezone Partners Inc** (the “Company”), having an address of 5500 Greenwood Plaza Blvd, Suite 130, Greenwood Village, CO 80111 and an email address of Support@USACreditPartner.com. The Entrepreneur and the Company are collectively referred to as the “Parties.”

The terms of this Agreement are contractual and are the result of a mutual understanding between the Parties. Each Party agrees not to take any action that would interfere with the performance of this Agreement or adversely affect the rights provided herein.

WHEREAS, Entrepreneur wishes to be matched with one or more business partner(s) (also referred to as “Credit Partner(s)” or “Business Partner(s)”) with whom to enter into separate Partnership Agreement(s) for the purpose of obtaining financing for the Entrepreneur’s business ventures; and

WHEREAS, the Company provides a service to find and match such Business Partner(s) to the Entrepreneur in exchange for agreed Service Fees; and

WHEREAS, the Entrepreneur is a businessperson or investor acting in a commercial capacity, has had the opportunity to consult with independent legal or financial advisors of their choice, and is entering this Agreement for business purposes and **not** as a consumer for personal, family, or household purposes;

WHEREAS, the Entrepreneur may be a non-resident or foreign national seeking to obtain U.S. business funding and to open U.S. business banking and merchant accounts by partnering with a U.S.-based Business Partner;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Commercial Nature of Transaction: The Entrepreneur confirms and acknowledges that this Agreement is a **business-to-business commercial transaction**, not a consumer contract. The Entrepreneur is entering into this Agreement solely for business or investment purposes and **not** for personal, family, or household use. As such, the Parties agree that **consumer protection laws do not apply** to this Agreement or the transactions contemplated. To the maximum extent permitted by law, the Entrepreneur **waives any rights or protections under consumer protection statutes or regulations** that might otherwise apply. The Entrepreneur understands and acknowledges that they are not relying on any consumer rights in entering this Agreement, and that they possess the experience, sophistication, and access to advisors necessary to evaluate

this Agreement as a business transaction. This Agreement is not intended to and does not provide any immigration benefit or legal right to reside, work, or enter the United States. The Entrepreneur agrees not to rely on this Agreement for visa, immigration, or residency purposes of any kind.

1. Service Fee

The Entrepreneur agrees to pay a non-refundable **Service Fee** of \$ _____ (the "Match Fee") in advance for each Business Partner to be provided by the Company to the Entrepreneur. Each Business Partner provided will meet the following **Minimum Credit Requirements** at the time the Business Partner is first presented to the Entrepreneur:

• **Credit Score:** _____ (minimum score) on all 3 major credit bureaus (Experian, Equifax, TransUnion).

The Company will use its best efforts to present the **first eligible Business Partner** to the Entrepreneur **as soon as possible (and usually within 30 days)** after receiving full payment of the Service Fee. **Delivery Timeline:** The Company agrees to present a qualified Business Partner within thirty (30) days from the date the Company receives full payment. If the Company fails to present a Business Partner within this 30-day period, the Company shall provide the Entrepreneur with a store credit equal to **10% of the Service Fee for each additional 30-day period of delay** beyond the initial 30 days. Such store credit may be used toward purchases on Company-affiliated websites (FundingPartnerships.com, WholesaleShelfCorporations.com, CorporateCashCredit.com, or other sites as specified by the Company). Any store credit issued under this Agreement will expire if not used within six (6) months of issuance and the total store credit available for any one order shall not exceed 50% of the Service Fee, regardless of the number of delay periods.

All Sales Final – No Refunds: The Entrepreneur understands and acknowledges that **all sales are final. No refunds or exchanges** will be given for the Service after purchase. Due to the intrinsic nature of the service (matching the Entrepreneur with a Business Partner), once the service is purchased, it cannot be canceled or partially delivered. The Service Fee is **earned in full upon payment** (subject only to the Company's obligation to perform the matching service as described herein). Other than the store credit for delayed delivery described above, any issuance of store credit or other accommodation is at the sole discretion of the Company. The Company makes no guarantee that the matched partner's credit will result in financing, nor does it assist in credit improvement or funding procurement. The Entrepreneur further warrants that the funds used to purchase the service are **discretionary, non-essential funds** that the Entrepreneur can afford to lose in the worst-case scenario. This includes scenarios where the Entrepreneur is unable to open U.S. bank or merchant accounts or secure funding due to regulatory restrictions, documentation limitations, citizenship status, or non-U.S. residency. The Company makes no guarantees regarding approval for funding, success in account openings, or the amount of capital obtained. All services are provided on a best-efforts basis and depend on third-party decisions outside the Company's control. The Match Fee paid under this Agreement is solely for the Company's matchmaking service and does not cover or include any compensation owed to the Business Partner under the separate Partnership Agreement. The Entrepreneur is solely responsible for any payments to the Business Partner under that agreement. Entrepreneur acknowledges that post-match communication or support between parties is not facilitated by the Company unless a separate Concierge Service Addendum is executed and the respective Concierge Service Fees are paid in full.

2. Finality of Match and Certification of Order Completion

Once the Entrepreneur is matched with a Business Partner, the match is deemed **FINAL** upon the signing of the Partnership Agreement with that Business Partner and/or the **Certification of Satisfactory Order Completion** (attached hereto as Exhibit B). At that point, the Company's obligations under this Agreement are fully performed, and all fees paid by the Entrepreneur are conclusively **earned, final, and non-refundable**. By signing this Agreement, the Entrepreneur agrees that upon fulfillment of the match service they will sign the Certification of Satisfactory Order Completion (Exhibit B) to acknowledge that the service has been completed to their satisfaction. This acknowledgment is a reaffirmation of the Entrepreneur's prior agreement that the fees are fully earned and non-refundable once the match is delivered, rather than a new or separate obligation. In other words, the Entrepreneur, by accepting the matched Business Partner and signing the

Partnership Agreement and/or Certification of Completion, **reaffirms** that all Service Fees are fully earned and waives any further claims or demands for refund related to the Service.

If the Entrepreneur for any reason fails or refuses to sign the Certification of Satisfactory Order Completion upon being matched with a Business Partner, the Entrepreneur's agreement to the finality of the match and the non-refundable nature of the fees as stated in this Agreement shall still be effective and enforceable. The Entrepreneur's signature on the Certification of Completion will serve as a formal acknowledgment of these terms, but the absence of that signature does not diminish or negate the binding finality agreed herein. The Company's service is limited solely to the introduction of parties and does not extend to the outcome or performance of any partnership.

3. Entrepreneur Responsibilities and Assumption of Risk

The Entrepreneur acknowledges that entering into a business partnership carries inherent **risks and uncertainties**. While the Company will use reasonable efforts to facilitate a suitable match, the Company **cannot and does not guarantee** the outcome or success of any business partnership formed as a result of its service.

Entrepreneur's Due Diligence Responsibilities: The Entrepreneur is solely responsible for thoroughly evaluating any proposed Business Partner. This responsibility includes, at a minimum:

- **Reviewing** the Business Partner's most recent tri-merge credit report (dated within 30 days prior to the match being finalized).
- **Interviewing** the Business Partner in a Company-facilitated video conference or meeting to assess compatibility and understanding.
- **Verifying** to the Entrepreneur's own satisfaction the Business Partner's creditworthiness, credit history, reliability, and willingness to cooperate in the Entrepreneur's business venture.

By proceeding with a match, the Entrepreneur accepts the Business Partner **"as is."** The Entrepreneur assumes **all risks** inherent in the ensuing partnership. This includes, without limitation, the risk that the Business Partner's credit or cooperation may not meet expectations or that disagreements or changes in circumstances may occur. The Entrepreneur **waives any and all claims against the Company** relating to the Business Partner's current or future creditworthiness, character, cooperation, or reliability. The Entrepreneur understands that once matched, any challenges or failures in the partnership (for example, inability to obtain financing, disagreements between the parties, or failure to achieve desired business goals) are risks that the Entrepreneur accepts as part of this Agreement.

The Entrepreneur represents and warrants that the funds used to purchase the Company's service are **funds the Entrepreneur can afford to risk**. The Entrepreneur has **adequate financial resources** outside of this transaction, and the monies paid for the Service Fee are not essential to the Entrepreneur's personal welfare or basic needs. The Entrepreneur enters into this Agreement with the understanding that there is a possibility of an unsuccessful outcome and has **factored in the risk of total loss** of the Service Fee and associated costs. The Company does not evaluate or verify the accuracy of credit reports or financial standing of matched partners beyond what is represented at the time of match. The Entrepreneur agrees to provide full cooperation and all documentation reasonably required for compliance with U.S. Know Your Customer (KYC), Anti-Money Laundering (AML), and related financial regulations. Failure to do so may result in suspension or termination of services without refund. The Entrepreneur further understands that while the Business Partner may assist in establishing U.S. bank or merchant accounts, approvals are at the sole discretion of third-party financial institutions, and the Company cannot guarantee success in any such applications. The Entrepreneur assumes all risks associated with international compliance, identity verification, and rejection by financial institutions. The Entrepreneur agrees not to use the matched Business Partner's identity, credit, or documentation for any purpose outside the scope of the intended partnership described in this Agreement, unless expressly authorized in writing by the Company and the Business Partner. Unauthorized use may result in legal action or liability. Entrepreneur acknowledges that the matched Credit Partner may impose restrictions on the use, disbursement, or international transfer of any funding obtained through the relationship,

and agrees to operate in good faith within those terms. The Entrepreneur acknowledges that the Business Partner is not involved in immigration matters and has no responsibility to assist, sponsor, or facilitate the Entrepreneur's travel or relocation to the United States. The Company's obligations under this Agreement are based on the accuracy and completeness of the information and documents provided by the Entrepreneur. The Entrepreneur agrees to cooperate fully and to provide truthful and accurate disclosures throughout the engagement. The Entrepreneur acknowledges that they have read and understood this Agreement, including its scope, fee structure, and deliverables. The Parties agree that no mutual mistake or ambiguity exists regarding the nature of the service. The Entrepreneur consents to the Company recording phone calls, video meetings, or Zoom sessions solely for documentation, training, or dispute resolution purposes, where permitted by applicable law.

4. Good Faith, Proper Conduct, and Indemnification

Both Parties agree to conduct themselves in **good faith** and with professionalism, honesty, and mutual respect throughout the term of this Agreement. The Company commits to providing the matchmaking service in good faith and to the best of its abilities, **but the Company makes no warranty or guarantee** that any particular business or financial outcome will result from the match (see **Disclaimer of Warranties** in Section 8 below).

Entrepreneur's Commitments: To ensure a positive and productive working relationship, the Entrepreneur agrees to the following commitments both during the term of this Agreement and for a period of 3 (three) years after its termination:

- **Professional Communication:** The Entrepreneur will communicate respectfully and professionally with the Company and its officers, employees, and representatives at all times.
- **No False or Defamatory Statements:** The Entrepreneur will not make any false, defamatory, or misleading statements about the Company or its services. This includes refraining from publishing or spreading knowingly false information or accusations that could harm the Company's reputation or business. (Nothing in this Agreement restricts the Entrepreneur from sharing truthful information or honest opinions in good faith – see Truthful Statements carve-out below.)
- **No Malicious Actions:** The Entrepreneur will not engage in behavior intended to unjustly pressure, harass, or harm the Company. This includes, but is not limited to, threats of baseless chargebacks, unfounded payment disputes, or bad-faith complaints to regulatory agencies or forums. The Entrepreneur agrees to address any concerns or disputes through the proper channels as outlined in this Agreement, rather than resorting to intimidation or smear tactics.

Truthful Statements Permitted: The Parties acknowledge and agree that nothing in the above commitments is intended to prevent the Entrepreneur from sharing truthful experiences, honest reviews, or opinions about the Company in a lawful, reasonable manner. The Entrepreneur is free to communicate genuine feedback and to report any grievances, complaints, or suspected unlawful conduct to government authorities, regulators, or consumer protection agencies, **provided such statements or reports are truthful or made in good faith**. The commitments above target only knowingly false statements, defamation, or malicious conduct, and do not prohibit the Entrepreneur from exercising any rights to free speech or whistleblowing to the extent those communications are truthful and lawful. This Agreement shall be interpreted and enforced in accordance with the Consumer Review Fairness Act, and shall not be used to restrict or penalize lawful reviews, complaints, or truthful statements.

Breach of Conduct Commitments: The Entrepreneur agrees that any violation of the commitments in this Section (such as engaging in defamation or other malicious behavior described above) constitutes a **material breach** of this Agreement. In the event of such a breach by the Entrepreneur, the Company may take one or more of the following actions:

- **Service Termination:** The Company may immediately terminate any ongoing services or obligations to the Entrepreneur under this Agreement, with no refund of any fees paid, if the Entrepreneur's conduct undermines the purpose of this Agreement or the Company's ability to perform.

• **Recovery of Damages:** The Company may seek to recover damages for losses caused by the Entrepreneur's breach. The Parties acknowledge that certain breaches (for example, defamatory statements or other actions causing reputational harm, wasted time, or administrative burdens on the Company) may result in harm that is difficult to quantify precisely. The Parties agree that, in such cases, the **arbitrator** (as described in Section 5) shall have the authority to award the Company an amount that reasonably estimates the harm caused by each such breach. This means the arbitrator can determine a fair, reasonable sum to compensate for the types of harm that may not be easily proven with exactitude (including damage to the Company's reputation, lost business opportunities, time and expenses incurred responding to the breach, and other non-tangible losses). If the Company is able to prove actual, quantifiable damages that resulted from the breach (for example, specific lost profits or costs incurred), the arbitrator may award the Company such **actual damages** in addition to (or in lieu of) any estimated harm amount, to ensure the Company is fully compensated for the breach. These remedies are not considered punitive, but rather a good-faith attempt to compensate the Company for losses that would otherwise be difficult to measure. For the avoidance of doubt, no damages, penalties, or fees may be imposed based solely on the Entrepreneur making any truthful, non-defamatory, or good faith statement or report, including to any government agency or public forum.

• **Legal/Arbitration Action:** The Company may take appropriate legal action or initiate arbitration (as provided in Section 5) to enforce the terms of this Agreement. This includes seeking injunctions or other equitable relief to halt any ongoing breaches and pursuing the recovery of any and all damages, costs, and relief to which the Company may be entitled. The Company shall also be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing its rights or remedying the breach, to the extent provided in this Agreement.

Indemnification: The Entrepreneur shall **indemnify, defend, and hold harmless** the Company and its affiliates, officers, directors, and employees from and against any and all third-party claims, losses, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of or related to: (a) any dispute, claim, or lawsuit between the Entrepreneur and the matched Business Partner (including but not limited to any financing obtained or attempted, or any partnership activities undertaken after the match is made); (b) the Entrepreneur's interactions with any third parties, such as lenders, banks, creditors, or vendors, in connection with the use of the Business Partner's credit or the joint business venture (for example, any debt or obligation incurred in the course of obtaining financing using the Business Partner's credit, or any claim by a creditor regarding misuse of credit); and (c) any breach of this Agreement by the Entrepreneur (including any knowingly false statements or other harmful conduct as described above). This indemnification means that if any third party brings a claim or lawsuit against the Company for something that is the responsibility or fault of the Entrepreneur (as described in (a), (b), or (c) above), the Entrepreneur will cover all costs and liabilities of the Company in connection with that claim, including paying any judgments, settlements, and the Company's attorneys' fees and expenses, to the fullest extent permitted by law. The Company will promptly notify the Entrepreneur of any such third-party claim, and the Parties agree to cooperate in good faith in the defense of any such matter.

The Entrepreneur understands that once a match with a Business Partner is finalized, the Company's role is **limited to facilitating that introduction**. The Company is **not responsible** for managing the ongoing relationship or resolving disputes between the Entrepreneur and the Business Partner after the match. The Entrepreneur agrees that after the match is finalized, they will look solely to the Business Partner (and not the Company) to address any issues or claims arising in the course of their partnership.

5. Dispute Resolution (Arbitration Agreement)

Binding Arbitration: The Parties agree that any and all disputes, claims, or controversies ("Claims") arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, or the relationships created by it, shall be resolved exclusively through binding arbitration. This agreement to arbitrate applies to all Claims of any nature, including but not limited to allegations of fraud, misrepresentation, breach of contract, negligence, or violations of any federal or state statute or regulation. By entering this Agreement, both the Entrepreneur and the Company are waiving the right to a trial in court and to have a jury decide any disputes.

Arbitration Forum and Rules: The arbitration shall be administered by **net-ARB (www.net-arb.com)** or, if net-ARB is unavailable or unwilling to arbitrate the dispute, then by **Arbitration Resolution Services (ARS) (www.arbresolutions.com)**; if ARS is unavailable or unwilling, then by **RapidRuling (www.rapidruling.com)**; if RapidRuling is unavailable or unwilling, then by **Brief (operated by Ejudicate) (www.ejudicate.com)**; and if none of the foregoing providers are available or willing to administer the arbitration, then by the **American Arbitration Association (AAA) (www.adr.org)**. If all of these arbitration providers decline to accept or administer the arbitration, then the matter may be resolved in a court of competent jurisdiction located in the State of Colorado. The Entrepreneur agrees that all arbitration proceedings shall be conducted in English and governed by U.S. law, regardless of the Entrepreneur's country of origin or residence. In any such court proceeding, all of the provisions and protections of this Section 5 shall apply to the fullest extent permitted by law, including the waivers of jury trial and class actions, limitations on damages, authority of the court to award prevailing party fees, and the ability of the Company to seek sanctions for bad-faith litigation. The arbitration or court proceeding will be conducted in accordance with the chosen administrator's rules in effect at the time a Claim is initiated, except to the extent those rules conflict with the terms of this Agreement, in which case this Agreement's provisions shall control. In the event of any conflict, the Parties intend for the terms of this Agreement (including this arbitration clause) to govern. The Parties agree that the choice of Colorado law is reasonable and bears a substantial relationship to the Company. The Entrepreneur knowingly waives any objection to jurisdiction or venue based on their country of residence. The Entrepreneur acknowledges that although all sales are final, they may pursue any good-faith disputes through the arbitration process defined herein. Refunds are not offered outside this process.

Individual Arbitration Only: The Parties expressly waive any right to bring or participate in any class action, class arbitration, or other representative action against each other. The arbitration shall be conducted solely on an individual, case-by-case basis. The arbitrator shall have no authority to consolidate claims of different individuals or entities, or to consider or resolve any claim as part of any class or representative proceeding. Each Claim shall be arbitrated separately. These waivers and individual-resolution requirements shall also apply in any court proceeding allowed under this Agreement.

Procedure: Unless both Parties agree otherwise in writing, the arbitration will be conducted remotely and/or based on written submissions, without the necessity of in-person hearings. This means that the Parties may submit their arguments and evidence to the arbitrator electronically or in writing, and the arbitrator can resolve the dispute without an in-person hearing. However, the arbitrator may schedule telephone or video conferences, or even an in-person hearing in a location convenient to both Parties, if the arbitrator deems it necessary for a fair resolution, or if both Parties request such a hearing. If arbitration is unavailable and the dispute is resolved in a court, the Parties agree to waive any right to a jury trial and agree that the court shall decide the case based solely on written submissions, if allowed by applicable court procedures.

Arbitration Fees: If the Entrepreneur initiates the arbitration, the Entrepreneur will be responsible for paying any initial filing fee required by the selected arbitration provider to commence the action. If the Company initiates arbitration, it will pay any initial filing fee required. If the arbitration provider's rules require both Parties to pay filing or administrative fees, then each Party will pay its required share. If the matter is brought in court as a last resort, each Party shall bear its own filing fees and costs as determined by the court, unless otherwise required by applicable law or court rules.

Prevailing Party and Attorneys' Fees: The arbitrator is empowered to award reasonable costs and fees in accordance with this Agreement. In particular, if the Company is the prevailing party in the arbitration, the Company shall be entitled to recover its reasonable attorneys' fees, arbitration filing fees, and other costs of the arbitration from the Entrepreneur. If the Entrepreneur is the prevailing party, the Entrepreneur shall bear his/her own attorneys' fees and costs (and shall not be entitled to recover those fees or costs from the Company). In all cases, the arbitrator may award any filing or administrative fees that one Party paid to initiate or conduct the arbitration to the prevailing party, in addition to (for the Company, if prevailing) attorneys' fees as described above. The Parties agree that this provision regarding attorneys' fees and costs supersedes any contrary rule of the arbitration administrator or applicable law, to the extent a waiver of such rules is permissible. These same rules regarding prevailing-party attorneys' fees and costs shall also apply in any court proceeding brought under this Agreement if arbitration is unavailable.

Arbitrator's Authority: The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any challenge to the arbitrability of a claim or the validity of this arbitration provision. The arbitrator shall also have the authority to grant whatever individual relief would be available in court under law or in equity, except that the arbitrator has no authority to award punitive or exemplary damages against the Company. The arbitrator shall not have the authority to modify or waive any terms of this Agreement.

The arbitrator's decision or award shall be final and binding on the Parties, and judgment on the award may be entered in any court of competent jurisdiction. If the dispute is ultimately resolved in court under this Agreement, the court shall apply these same limitations on damages and interpretive authority, including no authority to award punitive or exemplary damages against the Company.

Waiver of Court and Jury Trial: By agreeing to arbitration, the Parties each waive their constitutional and statutory rights to go to court and have a trial in front of a judge or jury. The Parties also waive the right to participate in a class action or any class-based adjudication (as stated above). The Parties specifically agree that neither Party shall initiate or pursue any lawsuit or court action against the other for claims within the scope of this arbitration agreement, except that a lawsuit may be filed to enforce an arbitration award or to seek a temporary injunction or other provisional judicial relief in aid of arbitration (to preserve the status quo or prevent immediate irreparable harm, for example). If a Party files an action in court that is subject to arbitration (or files a class or representative action contrary to the above waivers), the other Party may refer the matter to arbitration and the court shall direct the dispute to arbitration. These same waivers and limitations shall apply in any court proceeding that is permitted under this Agreement due to the unavailability of all listed arbitration providers.

Bad Faith Litigation – Additional Damages: The Parties further agree that if the Entrepreneur initiates a court proceeding against the Company in violation of this arbitration clause (other than a permissible action to enforce an arbitration award or seek interim relief as described above), and the Company successfully compels arbitration of that dispute, the arbitrator shall have the authority to award the Company additional damages or sanctions if the arbitrator determines that the Entrepreneur acted in bad faith by filing or maintaining the prohibited court action. These additional damages are in place to discourage any willful attempts to circumvent the agreed-upon arbitration process. For example, if the Entrepreneur files a lawsuit in court despite this clear agreement to arbitrate, and it is found to be a strategy to harass or pressure the Company, the arbitrator may award monetary penalties or other relief to the Company to compensate for the unnecessary legal fees and inconvenience caused by the Entrepreneur's breach of the arbitration agreement. If the dispute is heard in court because arbitration is not available, the court shall have the same authority to award fees, costs, and sanctions for bad faith litigation as would be available to the arbitrator under this clause.

By entering into this Agreement, each Party acknowledges that they have read and understand this arbitration provision, including the waiver of the right to a jury trial and to participate in a class action. Each Party agrees to arbitration voluntarily. Nothing in this Agreement shall be construed to limit a party's right to report concerns to government agencies or regulators.

6. Exhibit A: Partnership Agreement

Attached as Exhibit A to this Agreement is the current version of the **Partnership Agreement** that the Entrepreneur will be required to sign with the matched Business Partner upon completion of the match. This Partnership Agreement outlines in detail the terms of the business partnership between the Entrepreneur and the Business Partner.

The Entrepreneur is **strongly encouraged to review Exhibit A (Partnership Agreement) carefully**. In particular, the Partnership Agreement includes:

- The specific **roles and obligations** of both the Entrepreneur and the Business Partner in the partnership.
- The complete **compensation structure for the Business Partner**, detailing how the Business Partner will be compensated (for example, sharing in profits, fees for guaranteeing credit, etc.), and when and how such compensation will be paid.
- All other relevant terms and conditions governing the partnership, including any requirements for maintaining certain accounts, handling of funds, obtaining financing, and termination of the partnership.

The Entrepreneur acknowledges and agrees that, unless otherwise agreed in writing directly between the Entrepreneur and the Business Partner, the compensation terms and other obligations outlined in the Partnership Agreement (Exhibit A) will govern the relationship. In other words, the **Business Partner's compensation as described in Exhibit A is the total and complete compensation that the Business Partner will receive** for their participation, absent a separate written agreement. The Entrepreneur should **not assume** any additional payments or benefits to the Business Partner beyond what is stated in Exhibit A, unless a different arrangement is negotiated in writing with that Business Partner.

It is the Entrepreneur's responsibility to **read and understand the Partnership Agreement (Exhibit A) in full** before entering into it. If the Entrepreneur has any questions or needs any clarification about the terms — for example, how much the Business Partner will be paid, how that amount is calculated, what the Business Partner's duties are, or any other term — the Entrepreneur should resolve those questions **before signing the Partnership Agreement with the Business Partner**. The Company can facilitate communication for clarification, but the onus is on the Entrepreneur to be comfortable with the terms.

The version of the Partnership Agreement attached as Exhibit A is current as of the time of signing this Service Agreement. The Company reserves the right to make updates or revisions to the Partnership Agreement form over time to reflect legal requirements or improvements in terms. However, the **final version of the Partnership Agreement that the Entrepreneur will sign at the time of the match** will be provided to the Entrepreneur when the Business Partner match is ready to be finalized, and that version will govern the partnership. Any updates made between the signing of this Agreement and the match will be disclosed to the Entrepreneur for review at that time.

By signing this Service Agreement, the Entrepreneur confirms that they **have reviewed (or will review) Exhibit A** in detail and understand the obligations and compensation structure outlined for both parties in that Partnership Agreement. This confirmation is meant to ensure transparency and avoid any surprises later regarding what the Business Partner is entitled to or what is expected of the Entrepreneur once matched.

7. Exhibit B: Certification of Satisfactory Order Completion

Attached as Exhibit B is the **Certification of Satisfactory Order Completion**, which the Entrepreneur will be asked to sign upon the successful completion of the match service. By signing the Certification (Exhibit B), the Entrepreneur formally acknowledges that the Company has fully delivered the service as promised (i.e., that a Business Partner match meeting the agreed criteria was provided) and that the Entrepreneur is satisfied with the service.

The Entrepreneur agrees, by entering this Agreement, to the terms of the Certification of Completion in advance. In practical terms, this means the Entrepreneur will not unreasonably refuse to sign Exhibit B once the Company has delivered the matched Business Partner in accordance with this Agreement. Exhibit B serves as a written record of the Entrepreneur's acceptance that the order was completed satisfactorily.

If the Entrepreneur fails or refuses to sign the Certification of Completion (Exhibit B) despite the Company delivering a qualifying Business Partner match, the Entrepreneur's agreement to the finality of the match and to the non-refundability of the Service Fee (as described in Section 2 above) remains in full force and effect. The Company may treat this Agreement, along with proof that a qualifying match was delivered, as evidence of the Entrepreneur's acceptance. The signature on Exhibit B is intended primarily as a formality to acknowledge what has already been agreed — that the service is complete and satisfactory. The Entrepreneur's obligations and waivers (including waiver of any refund or claim) as set forth in this Agreement are binding with or without the separate signature on Exhibit B.

8. General Terms and Conditions

Term of Agreement: This Agreement becomes effective on the Effective Date and remains in effect until all services purchased by the Entrepreneur (i.e., all Business Partner matches paid for) have been completed, or the Agreement is earlier terminated in accordance with its terms. Each match order under this Agreement is considered a separate transaction governed by these terms. Provisions of this Agreement that by their nature are intended to survive completion or termination (such as defamation, indemnification, arbitration, confidentiality, disclaimers, and limitations of liability) shall survive the conclusion or termination of this Agreement and remain enforceable.

Disclaimer of Warranties: The Company provides the matchmaking service (and any related services or information) on an "as is" and "as available" basis, **without any warranty of any kind** except as expressly stated in this Agreement. The Company **disclaims all warranties, express or implied**, to the fullest extent permitted by law. This disclaimer includes, but is not limited to: **implied warranties of merchantability, fitness for a particular purpose, title, and non-**

infringement. The Company does not warrant or guarantee that the service will result in any specific outcome for the Entrepreneur's business, such as obtaining any particular amount of financing or achieving any financial success. The Entrepreneur understands that the Company's role is limited to introducing a potential Business Partner who meets the agreed criteria, and **no other promises or guarantees** are made regarding what will happen after that introduction. The Entrepreneur assumes all responsibility for verifying that the service is suitable for their needs and for the results of any partnership formed. No advice or information, whether oral or written, obtained from the Company or through its website or representatives, shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: To the maximum extent permitted by law, the liability of the Company (and its affiliates, officers, directors, employees, and agents) to the Entrepreneur for any and all claims arising out of or related to this Agreement or the services provided, **shall be limited to the total amount of the Service Fee actually paid by the Entrepreneur** for the specific Business Partner match in question. In no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any lost profits or business opportunities, arising from or related to this Agreement or the services, even if the Company has been advised of the possibility of such damages. This limitation and exclusion of certain damages applies regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise) on which a claim is based. The Entrepreneur acknowledges that the Service Fee reflects this allocation of risk and the limitation of liability specified herein. If any liability arises on the part of the Company notwithstanding the provisions of this Agreement, the Entrepreneur's sole and exclusive remedy will be restricted to direct damages up to the amount of the Service Fee paid. The Entrepreneur further agrees that no claim or action, regardless of form, arising out of this Agreement may be brought by the Entrepreneur more than one (1) year after the cause of action has accrued, to the extent such a limitation is permissible by law.

Amendments: This Agreement may only be amended or modified by a **written agreement signed by both Parties**. This means that no verbal changes or email exchanges can change the terms of this Agreement unless a formal written amendment is executed by both the Entrepreneur and an authorized representative of the Company. Any purported modification that is not in writing and signed by both Parties will be null and void and unenforceable. The Entrepreneur agrees not to rely on any oral or informal modification, and acknowledges that the Company's employees or agents do not have authority to alter the Agreement except by a signed writing.

Voluntary Execution: Each Party acknowledges that they have read this Agreement carefully, understand its terms, and have had the opportunity to ask questions and seek independent advice (including the advice of legal counsel) if so desired. The Parties affirm that they are entering into this Agreement **freely and voluntarily**, without any coercion, duress, or undue influence. The Entrepreneur specifically acknowledges that they understand the **non-consumer, business nature** of this transaction and all the terms and conditions, including the arbitration clause, the defamation and indemnity provisions, the disclaimers, and the limitation of liability. By signing below, each Party indicates that they accept and agree to all of the terms of this Agreement. This Agreement does not waive any rights protected by law, nor does it impose any penalties or conditions on lawfully exercising those rights.

Severability: If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, that provision shall be deemed modified or limited to the minimum extent necessary to make it valid and enforceable (if permissible), or if such modification is not possible, it shall be severed from this Agreement. The remainder of this Agreement shall not be affected and shall continue in full force and effect. In other words, the invalidity of one part of this Agreement will not affect the validity and enforceability of the rest. The Parties expressly desire that this Agreement be enforced to the fullest extent permissible under applicable law, and to that end, they agree to any reduction or revision of any invalid or unenforceable term to make it enforceable consistent with the Parties' original intent.

Notice: Any notices or communications required or permitted under this Agreement must be in writing and shall be deemed properly given as follows: (a) **By Email:** Notice sent by email will be deemed received on the same business day if sent before 5:00 p.m. recipient's local time, or on the next business day if sent after 5:00 p.m. or on a non-business day. Emails to the Company should be sent to the email address provided in the introductory section of this Agreement (or any updated email the Company provides for notice), and emails to the Entrepreneur should be sent to the email address provided above.

It is the responsibility of each Party to notify the other of any change in their email address. (b) **By Certified or Registered Mail:** Notice sent by certified mail or registered mail, return receipt requested, to the mailing address of the other Party as set forth in this Agreement (or as updated by notice) will be effective on the third business day after mailing, or on the date of actual receipt, whichever is earlier. (c) **By Courier or Personal Delivery:** Notice delivered by a nationally recognized overnight courier service, or by personal hand-delivery to the other Party's address, will be effective upon delivery (as confirmed by courier records or a signed delivery receipt). Each Party may change its notice address by giving notice to the other Party in accordance with this section.

Governing Law: This Agreement shall be governed by and construed in accordance with the **laws of the State of Colorado**, without regard to its conflict of law principles. The Parties acknowledge that Colorado has a substantial relationship to the transaction (given the Company's location) and that the choice of Colorado law provides certainty in the interpretation of the Agreement. **However**, the Parties also acknowledge and agree that the **Federal Arbitration Act (9 U.S.C. § 1 et seq.)** shall govern the interpretation and enforcement of the arbitration provisions in Section 5, because the subject matter of this Agreement involves interstate commerce. In any situation where arbitration is not applicable and a dispute proceeds in court (for example, a suit to enforce an arbitration award, or if a claim is found not arbitrable for some reason), such dispute shall be brought in a state or federal court of competent jurisdiction in the State of Colorado (unless the Parties agree to an alternate venue), and the Parties consent to the jurisdiction of such courts.

Attorneys' Fees and Costs: In any dispute, arbitration, lawsuit, or proceeding arising out of or related to this Agreement, the **Company shall be entitled to recover its reasonable attorneys' fees and costs** if the Company is the prevailing party. This includes any attorneys' fees and costs incurred in enforcing an arbitration award or court judgment, or in defending against claims brought by the Entrepreneur that are found to be without merit or in breach of this Agreement. If the Entrepreneur is the prevailing party in any legal action against the Company (which the Parties intend to be only in arbitration, per Section 5), the Entrepreneur shall bear his or her own attorneys' fees and costs, and shall not be entitled to recover those fees or costs from the Company. This allocation of fees is an agreed term of this business transaction, given its commercial nature. This provision shall not apply where a specific statute governing the claim explicitly prohibits a one-sided attorneys' fees arrangement in a business contract of this nature; in such cases, the statute's requirements shall prevail, but only to the minimum extent necessary to comply, and the intent of the Parties to allocate fees as stated shall be taken into account.

Complete Agreement (Integration): This Agreement, including all attached Exhibits (Exhibit A – Partnership Agreement; Exhibit B – Certification of Completion), constitutes the **entire and complete understanding** between the Parties with respect to the subject matter hereof. It supersedes and replaces any and all prior or contemporaneous discussions, representations, negotiations, agreements, or understandings (whether written or oral) between the Parties regarding the subject of the Service Fee, the matching service, or related matters. The Parties acknowledge that in entering this Agreement, they are not relying on any representation, warranty, promise, or statement that is not expressly set forth in this written Agreement. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties (as noted above under Amendments).

IN WITNESS WHEREOF, the Parties hereto have executed this Business Partner Search and Match Service Agreement as of the Effective Date first written above, acknowledging that they have read and understood all pages of this Agreement (including Exhibits) and agree to be bound by its terms.

9. International Client Acknowledgment and Waiver

The Entrepreneur acknowledges and agrees to the following if they are a foreign national, non-U.S. resident, or operating a business primarily outside the United States:

No Immigration or Visa Guarantee: This Agreement does not include or imply any guarantee of a U.S. visa, residency, work authorization, or immigration benefit of any kind. The Entrepreneur agrees not to rely on this Agreement for immigration-related purposes.

U.S. Banking and Funding Risks: The Company may assist the Entrepreneur in attempting to open U.S. business bank accounts or merchant accounts using the matched Business Partner and/or U.S.-based company, but approval is not guaranteed. All such approvals are at the sole discretion of third-party institutions and may be denied for reasons beyond the Company's control, including but not limited to citizenship status, country of residence, documentation, or compliance issues.

Compliance with KYC/AML Requirements: The Entrepreneur agrees to provide full cooperation with all identity verification, Anti-Money Laundering (AML), and Know Your Customer (KYC) procedures as required by the Company or its financial partners. Failure to comply may result in termination of services without refund.

No Refund for Regulatory or Third-Party Denials: The Entrepreneur acknowledges that no refund shall be issued if they are unable to obtain funding, open a bank or merchant account, or complete setup due to third-party rejections, U.S. legal restrictions, or international compliance issues.

Consent to U.S. Jurisdiction and English Interpretation: The Entrepreneur consents to the exclusive jurisdiction of U.S. arbitration and courts (as defined in this Agreement), and agrees that all interpretations of this Agreement shall be made in English, even if the Entrepreneur is not a native English speaker. The Entrepreneur confirms that they have had the opportunity to consult with advisors to review this Agreement in their native language.

The Entrepreneur confirms that they understand the English language or have obtained a professional translation of this Agreement into their native language. The Entrepreneur agrees that this Agreement shall be interpreted under U.S. law in English, regardless of the Entrepreneur's country of origin or language preference. The Parties agree that signatures transmitted electronically (via PDF, e-signature platform, email confirmation, or click-to-accept system) shall be deemed legally valid and enforceable as original signatures.

Entrepreneur: _____
(Signature)

For Company: _____
(Signature), Name and Title

GENERAL RELEASE OF LIABILITY

To Whom It May Concern:

This General Release of Liability (“Release”) is an important document that ensures clarity and fairness between the Releasor (“you,” the Entrepreneur) and the Releasee (“us,” the Company, including our affiliates, employees, contractors, officers, representatives, and “Additional Released Parties” named below). By signing this Release, you confirm your understanding and agreement to release us from any claims or liabilities related to our relationship and the services provided. In exchange for the services we are providing to you, which we are fully committed to delivering to the best of our abilities, you agree to release and forever discharge us from any and all claims, demands, actions, or disputes you have now, may have had in the past, or could have in the future. This includes claims related to payments, fees, agreements, risk assumptions, interactions, or any aspect of our relationship. This Release applies to everything that has happened up to and including the date you sign this document, except that this Release shall not be interpreted to waive any rights to make truthful complaints to regulators.

By signing this Release, you acknowledge that you are releasing us, as well as our employees, contractors, and affiliates, from any claims, whether known or unknown, and regardless of whether you discover new claims later. This Release includes anything related to our current and past relationship, including the services we have provided, any agreements or contracts we have entered into, or any other interactions we have had. You understand that this is a complete and binding Release, meaning you are giving up your right to pursue any legal claims against us related to the matters described herein. If any unexpected issues or disputes arise in the future, this Release protects us from being held responsible for claims you may try to bring against us. We provide this Release to ensure both parties fully understand their rights and responsibilities and to avoid misunderstandings or disputes in the future. It also helps ensure that once we fulfill our obligations to you, you cannot bring claims against us for matters we have already resolved or addressed. We encourage you to read this Release carefully and let us know if you have any questions. Our goal is to ensure transparency and fairness and to avoid unnecessary conflicts or disputes after we have fulfilled our obligations to you.

This Release is final and binding, and it cannot be changed or canceled unless both you and we agree to any changes in writing. By signing below, you acknowledge that you have read this document carefully, understand its contents, and agree to its terms. You also confirm that you are signing it willingly and without any pressure or coercion.

Additional Released Parties:

Venturezone Partners Inc, Wholesale Shelf Corporations LLC, Corporate Cash Credit LLC.

The Releasor confirms that they understand the English language or have obtained a professional translation of this Agreement into their native language. The Releasor agrees that this Agreement shall be interpreted under U.S. law in English, regardless of the Releasor’s country of origin or language preference. The Parties agree that signatures transmitted electronically (via PDF, e-signature platform, email confirmation, or click-to-accept system) shall be deemed legally valid and enforceable as original signatures.

Releasor’s Signature

Effective Date

Releasor’s Name

EXHIBIT A

PARTNERSHIP AGREEMENT

Effective Date: _____.

Corporation: _____, the ("Company").

Active Partner ("Entrepreneur"): _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

Country: _____

Silent Partner ("Business Partner"): _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

This Agreement is entered into on the Effective Date above between the Entrepreneur and Business Partner (together, the "Partners"). It outlines their respective roles, rights, and responsibilities in connection with the Company named above ("Company").

1. Purpose and Term: This Agreement governs the relationship between the Entrepreneur and the Business Partner in connection with the lawful operation of the Company. It shall remain in force until the dissolution of the Company or termination by mutual written consent, subject to the provisions herein. The Company will be registered in the United States and used to establish U.S. business operations, funding, and banking relationships. The Entrepreneur acknowledges that certain aspects of the Company's operation may require compliance with U.S. financial regulations.

2. Structure, Responsibilities, and Dissolution: The Entrepreneur and Business Partner agree to a clear division of responsibilities aligned with their respective contributions to the Company. The Business Partner holds legal title to the Company's equity interest and provides essential support in securing credit and financing. The Entrepreneur oversees all daily operations, assumes financial responsibility, and manages the business in accordance with this Agreement. The Entrepreneur covers all costs and filings related to the Company and Partnership. The Business Partner may exercise governance rights only as necessary to fulfill their role, and does not engage in day-to-day management. This arrangement is structured lawfully to reflect a legitimate business relationship based on defined roles and obligations. In the event of dissolution: Company debts shall be paid first. Remaining funds shall go to the Business Partner until all guaranteed Credit Accounts and Business Partner Fees are paid. Any balance shall be distributed to the Entrepreneur.

3. Business Partner Fees: Business Partner shall be paid a Monthly Fee on the 15th of each Month, for the prior month, in arrears, on Credit Accounts which Business Partner personally guarantees the debt. All fees shall be paid in U.S. Dollars via a U.S.-based payment method acceptable to the Business Partner. If the Entrepreneur uses a foreign bank, currency

conversion fees and delays are the Entrepreneur's sole responsibility. The Monthly Fee shall be calculated using the percentages explained below based on the Total Outstanding Balances as of the last day of each Month, except for Credit Card Processing which shall be based on Monthly Processing Volume:

Unsecured: 1% up to \$100,000 and **0.5%** over \$100,000. Includes Credit Cards, Charge Cards, Loans, and Lines of Credit without Collateral.

Real Estate: 0.15%. Includes Loans, Leases and Lines of Credit on Real Estate.

Equipment: 0.25%. Includes Loans, Leases and Lines of Credit on Equipment and Vehicles.

FYI: Formula to Calculate Current "Outstanding Balance" on Leases: (Monthly Payment MULTIPLIED BY Lease Term in Months) MINUS Payments Made. Example: \$1,000 per Month for a Term of 120 Months is \$120,000 Initial Outstanding Balance, minus for example, 6 Months of payments already made in the past equaling \$6,000, results in a Current "Outstanding Balance" of \$114,000.

Credit Card Processing: 2% of Monthly Processing Volume up to 1st \$50,000 each Month, and **1%** of Monthly Processing Volume over \$50,000 each Month.

Application Fees and Late Charges: Business Partner shall be paid **\$50** Application Fee for each Credit Application submitted by Business Partner or on Business Partner's behalf, at the written request of the Entrepreneur, that results in one or more inquiries on Business Partner's Credit. Any Monthly Fee Payment that is not paid by Entrepreneur to Business Partner within 15 Calendar Days after the Due Date is considered a Late Payment and subject to a \$100 Late Fee plus accrued Interest at the Highest Interest Rate allowed by Law, or 10% per Year, whichever is greater.

Fee Advances: To motivate and facilitate timely cooperation from the Business Partner, the Entrepreneur agrees to provide advance payments toward fees that are already expected to become due under this Agreement. These are not extra or additional costs for the Entrepreneur, and not bonus earnings for the Business Partner. Specifically, upon execution of this Agreement, and once the Business Partner provides a full credit report, valid government-issued ID, Social Security card, and a recent utility bill confirming their home address, the Entrepreneur shall advance \$500 from their own funds. Then, once the first funding application is submitted and approved, and proceeds from that approval become available, the Entrepreneur shall pay an additional \$2,000 from those proceeds as a second advance. These two payments, totaling \$2,500, are early payments toward future Business Partner Fees that would otherwise become payable under this Agreement. They are provided solely to incentivize the Business Partner's early engagement and support, and do not represent any added cost or obligation beyond what is already contemplated by this Agreement.

4. Financial and Legal Protections for the Business Partner: The Entrepreneur acknowledges the trust placed by the Business Partner and agrees to strong, practical safeguards to protect their financial interests:

4.1. Indemnification: The Entrepreneur agrees to fully indemnify and hold harmless the Business Partner against any direct and provable losses, claims, or liabilities (excluding punitive or exemplary damages) arising from defaults on credit obligations personally guaranteed by the Business Partner.

4.2. Optional Reserve Account: To add further security, the Entrepreneur and Business Partner may choose to establish a Reserve Account to support timely payments on guaranteed credit. If created, its terms will be defined in a separate written agreement.

4.3. Security Interest: The Entrepreneur grants the Business Partner a security interest in the Company's relevant assets to ensure priority in repayment if obligations are not met. No business funding, loan proceeds, or credit-based disbursements accessed through or in connection with the Business Partner shall be transferred, directed, or used for the purpose of sending funds outside the United States, whether directly or indirectly, without the prior written consent of the Business Partner.

4.4. Right to Terminate & Request Removal: If the Entrepreneur fails to meet obligations, the Business Partner may terminate this Agreement with 30 days' notice. The Entrepreneur must then request that lenders remove the Business

Partner from any personal guarantees. Whether or not lenders approve, the Entrepreneur remains fully responsible for protecting the Business Partner from liability.

4.5. Limited Liability: The Business Partner is liable only for the specific personal guarantees they have agreed to. All other financial and operational risks are the sole responsibility of the Entrepreneur. The Entrepreneur acknowledges that the Business Partner is not involved in immigration matters and has no responsibility to assist, sponsor, or facilitate the Entrepreneur's travel or relocation to the United States.

4.6. Protected Dispute Resolution: All disputes will be resolved through binding written arbitration. This ensures fast, fair, and confidential enforcement of the Business Partner's rights with no financial burden.

5. Company Bank Accounts: Business Partner agrees to open and assist as needed in the maintenance and operation of each Operating Bank Account for the Company and to give Entrepreneur full online access at all times to every Operating Bank Account of the Company, including full access to add payees and make payments via all available payment options such as Bill-pay, ACH, Wire Transfer, etc. Should Business Partner use any of the funds obtained for the Company for any purpose without the express authorization of the Entrepreneur, then whatever amount is used by Business Partner without the express authorization of the Entrepreneur shall be considered as a Credit towards any amount owed by Entrepreneur to Business Partner, and shall give the Entrepreneur the option but not the obligation to terminate this Agreement immediately, without penalty, and without any further Fees of any kind due to Business Partner, which shall also cause any unpaid Business Partner Fees to be waived by Business Partner. In the event the Entrepreneur's access to an Operating Account is made unavailable by the Bank or by the Business Partner, then until such access is restored, it shall be assumed that Business Partner has utilized all the funds in the Operating Account for another purpose and in breach of this Agreement. Any other Bank Account, Brokerage Account, or any kind of Financial Account which is considered an Asset and is not a Reserve Account, shall be considered an "Operating Account" under this Agreement. The Entrepreneur and Business Partner may mutually agree to create a Reserve Bank Account to support monthly credit obligations during temporary disruptions. If agreed upon, the terms must be specified in a separate signed Addendum. This Agreement does not require such an account unless both Parties explicitly agree in writing.

6. Business Partner Responsibilities: Respond promptly to all communications from the Entrepreneur and lenders. Support efforts to secure and maintain financing, in good faith. May only use Company funds as authorized in this Agreement or with written Entrepreneur consent.

7. Legal Terms and Dispute Resolution: This Agreement shall be governed by the laws of the State of Colorado and may not be assigned by either Party without prior written consent. If any provision is found unenforceable, the remainder shall remain in effect. This document represents the entire agreement between the Parties and may only be amended in writing signed by both. Any and all disputes, claims, or controversies arising from or related to this Agreement shall be resolved exclusively through final and binding arbitration, administered first by FairClaims (www.fairclaims.com), and if unavailable or unwilling, then by Net-ARB (www.net-arb.com). If neither is available, the matter may be submitted to a court of competent jurisdiction in Colorado, where both Parties waive any right to a jury trial and agree, where permitted, to resolution by written submissions only. Arbitration and any court proceeding shall be conducted individually and not as part of any collective or class action. The arbitrator shall have exclusive authority to resolve all disputes and interpret this clause, but shall not be authorized to award punitive or exemplary damages. Each Party shall bear its own arbitration costs unless otherwise decided by the provider or arbitrator. The final decision of the arbitrator shall be binding and enforceable in any appropriate court, and this clause shall survive the termination or expiration of this Agreement. By signing below, each Party affirms that they have read and understood this Agreement. The Entrepreneur confirms that they understand the English language or have obtained a professional translation of this Agreement into their native language. The Entrepreneur agrees that this Agreement shall be interpreted under U.S. law in English, regardless of the Entrepreneur's country of origin or language preference.

Entrepreneur: _____
(Signature)

Business Partner: _____
(Signature)

Exhibit A

Assignment of Shares in

A _____ Corporation

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Shareholder of the Corporation stipulated above, "Assignor", a Corporation existing under the laws of the State stipulated above, hereinafter "Corporation", does hereby assign, transfer and warrant to

_____, "Assignee",

all of his/her/its shares in the Corporation.

The Bylaws of the Corporation does not prohibit assignment of shares and an assignment of all of the Corporation's shares does not dissolve the Corporation. An assignment entitles the assignee to receive distributions of cash and other property and the allocations of profits, losses, income, gains, deductions, credits, or similar items to which the assignee's assignor would have been entitled. The Assignor ceases to be a shareholder upon assignment of all the assignor's shares in the Corporation.

By execution hereof, Assignor transfers all shares (100% of the Corporation) to Assignee on the Effective Date specified below.

Full Legal Name of Shareholder ("Assignor")

Signature

Effective Date

EXHIBIT B

CERTIFICATION OF SATISFACTORY ORDER COMPLETION

Order Date: _____ Order Amount: _____.

Client/Cardholder Name: _____.

Service Purchased: **Business Partner Search and Match Service.**

Vendor Name: _____.

I hereby certify that I have placed the Order stipulated above and that all Services related to such Order have been **FULLY RENDERED, DELIVERED ON TIME AND IN FULL**, and that I have no additional comments, complaints nor conditions whatsoever, and I accept being matched to the Business Partner named

_____.

I hereby accept this Order as being **COMPLETED SATISFACTORILY** and understand that

ALL SALES ARE CONSIDERED FINAL AND NON-REFUNDABLE.

REGARDLESS OF WHAT HAPPENS BETWEEN CLIENT AND BUSINESS PARTNER. CLIENT ASSUMES ALL RESPONSIBILITY FOR HAVING SELECTED THIS BUSINESS PARTNER. I UNDERSTAND AND ACKNOWLEDGE THAT NO REFUNDS ARE AVAILABLE EVEN IF U.S. BANKS OR FUNDING PROVIDERS DECLINE TO APPROVE APPLICATIONS MADE IN CONNECTION WITH THE MATCHED BUSINESS PARTNER.

I hereby confirm that I understand the English language or have obtained a professional translation of this Agreement into my native language. I agree that this Agreement shall be interpreted under U.S. law in English, regardless of my country of origin or language preference. The Parties agree that signatures transmitted electronically (via PDF, e-signature platform, email confirmation, or click-to-accept system) shall be deemed legally valid and enforceable as original signatures.

Client/Cardholder Signature

Date: _____.

BUSINESS PARTNER REPLACEMENT POLICY

Once you are matched to a Business Partner and you sign the “CERTIFICATION OF SATISFACTORY ORDER COMPLETION”, the Match is considered Complete, Final, and all Fees paid for the Match become completely Non-Refundable. Regardless of what happens between you and the Business Partner, you assume all responsibility for having selected this Business Partner.

However, we understand that in some rare situations, the Business Partner may display one or more traits during the very initial part of your relationship with him/her that may make it impossible to continue the relationship. In the unfortunate event this happens, we have created this “Business Partner Replacement Policy” to assist you in overcoming this issue in case it ever happens.

Should you be unhappy with the Business Partner you were matched with, you may elect to replace the Business Partner with another one, at a **50% DISCOUNT OFF THE REGULAR PRICE**, subject to the following Conditions:

REPLACEMENT CONDITIONS: (ALL Conditions must be met)

1. Financing Applications have not yet been submitted to Lenders and no Credit Inquiries have been added to Business Partner’s Credit Report as a result of the Partnership Agreement.
2. Business Partner is either gravely Unresponsive, Uncooperative, and/or has experienced a sudden negative change in his/her Credit Scores of more than 30 points on one or more of the 3 Credit Bureaus that is NOT a result of actions related to the Partnership Agreement.
3. You must show proof that a written Termination Notice related to the Partnership Agreement with the Business Partner has been sent to the Business Partner. You may not re-initiate the relationship for any reason going forward.

Finally, once again, we remind you that **ALL SALES ARE CONSIDERED FINAL AND NON-REFUNDABLE. REGARDLESS OF WHAT HAPPENS BETWEEN YOU AND THE BUSINESS PARTNER. YOU ASSUME ALL RESPONSIBILITY FOR HAVING SELECTED THIS BUSINESS PARTNER AND THERE ARE NO REFUNDS.**

I hereby confirm that I understand the English language or have obtained a professional translation of this Agreement into my native language. I agree that this Agreement shall be interpreted under U.S. law in English, regardless of my country of origin or language preference. The Parties agree that signatures transmitted electronically (via PDF, e-signature platform, email confirmation, or click-to-accept system) shall be deemed legally valid and enforceable as original signatures.

Client/Cardholder Signature

Date: _____.