**BORROWER APPLICATION FOR EQUITY COLLATERALIZED LOAN**

**Instructions**

Please review and complete each portion of this Application fully and disclose all information requested.

This Application does not constitute an offer to purchase of sell or the solicitation of an offer to buy or sell any securities. You are encouraged to consult with any appropriate financial and legal advisors prior to making any decision to engage in any loan transaction with **Seneca Mortgage Services LLC herein referred to as (“Seneca”)**. The terms of any loan that you may enter into will be governed by the specific agreement(s) you may make regarding any loan transaction with **Seneca** is not acting, and will not act, as an investment or insurance advisor and, by your signature below, you acknowledge that **Seneca** has never recommended that you purchase, sell or pledge any particular securities.

Further, **Seneca** is not acting, and will not act, as legal counsel or as a tax professional and, by your signature below, you acknowledge that you are responsible for the ultimate determination of federal, state, and local tax consequences of any loan transaction with **Seneca or any of its lending affiliates.**

Loan and Stock Information

|  |  |
| --- | --- |
| Dollar amount you are seeking | USD: |
| Term Length | Years / Months |
| Date funding is needed | MM/DD/YYYY |
| Name of Security & Stock Symbol |  |
| Exchange | NYSE/HSE/SHE |
| Number of shares available | 1,000 |
| Is your stock: | My Stock is |
| Aged | Y/N: |
| Free Trading | Y/N: |
| Restricted | Y/N: |
| If restricted, please explain in detail,  including when any restriction will be lifted. | Please see page 3 question 3 to give detailed explanation |

|  |  |
| --- | --- |
| How were the shares acquired? |  |
| Investment | Y/N |
| Corporate Buy Out/Transfer of Ownership  Grant in Lieu Of | Y/N |
| Payment of Services Rendered | Y/N |
| Founder Shares | Y/N |
| If shares were acquired other than for Investment,  please list the date acquired | MM/DD/YYYY |
| Are you an insider, control person, affiliate, employee,  director or greater than 10% beneficial owner? | Y/N |
| Are any of your stocks in certificate form?  *(If yes, please fax copies of both front and back of any*  *stock certificates along with this completed Application form)* | Y/N |
| Do you have any margin debt on any of your stocks? | Y/N |
| Are any of your stocks currently held in a brokerage account? | Y/N |
| If “Yes” to above, please provide: |  |
| Broker/Dealer Contact Name | Name: |
| Telephone Number | Ph: |

Please provide the following and attach to this document:

1. What is the intended use of funds?

1. Attach a Current Brokerage Statement/ Direct Registration System
2. If Restricted, please provide details of restriction and if and when restriction will be lifted?

*[remainder of this page intentionally left blank]*

Contact Information

|  |  |  |
| --- | --- | --- |
| Borrower # 1 Name |  |  |
| Borrower # 2 Name |  |  |
| Street Address |  |  |
| City |  |  |
| State/Country |  |  |
|  |  |  |
| Business Phone |  |  |
| Fax |  |  |
| Cell/Mobile Phone |  |  |
| Social Media App: ( WhatsApp; WeChat) |  |  |
| Video Conference (Skype/Zoom)  Email |  |  |
| Preferred Contact Method  Any/Home Phone/Business Phone/Fax/Cell Phone/Email/Video Conference |  |  |

## Signature and Acknowledgement

#### Under penalty of perjury, I certify that the information provided in this Application is true, correct, and complete to the best of my knowledge.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Borrower # 1 - Signature) | (Borrower # 2 - Signature) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Borrower # 1 - Printed Name) | (Borrower # 2 - Printed Name) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Date) | (Date) |

Disclaimer:

Client understands and acknowledges that Sender declares that he/she is not a licensed United States Securities Broker or Dealer or U.S. Investment Advisor, and both parties declare that this document is not intended for the buying, selling, or trading of securities, or the offering of counsel or advice with respect to any such activities.

This document, including any attachments hereto, are not solicitations, but a response to a formal request of information only. These documents are not from any banking or other Institution policy. We are not licensed securities brokers or dealers. We do not provide securities or securities-related advice. No information herein shall be construed as a solicitation of investment funds or a securities offering in any way.

**MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND**

**WORKING AGREEMENT**

The Parties agree that this Mutual Non-Circumvention, Non-Disclosure, and Working Agreement (“Agreement”) is entered into voluntarily, by mutual consent and not under stress. Further we agree to honor all terms and conditions on non-circumvention and non-disclosure as stated in accordance with the International Chamber of Commerce Convention.

This Agreement entered into between and among the parties, signatory hereto, to protect the parties against “going around and circumventing each other,” and to protect the representation each party possesses herein.

The undersigned Parties, intending to be legally bound hereby irrevocable agree not to circumvent, disclose confidential information, bypass or obviate each other, directly or indirectly, avoid payment of fees or commission, being involved with the proposed agreement.

Each Party will not, in any manner, solicit nor accept any business from sources nor their affiliates that are made available by the other party to the Agreement at any time nor in any manner without the express written permission of the party who made the source available.

The Parties will not disclose any names, addresses, telephone, fax numbers or e-mails of contact revealed by any party to third parties, and that each recognize such contacts to be exclusive and valuable contact of the respective party, and that they will not enter into any direct negotiations or transactions with such contacts revealed by the other party.

That in the event of circumventions of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such transaction plus any and all expenses, including but not limited to all costs and expenses incurred to recover the lost revenue. All consideration, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.

Non-solicitation. From the date hereof for the period 5 (five) years, Recipient agrees that it shall not, directly or indirectly, as principal, agent, independent contractor, consultant, director, officer, employee, employer, advisor, stockholder, partner, member or in any other individual or representative capacity whatsoever, whether paid or unpaid, either for Recipient’s own benefit or the benefit of any other person: (i) solicit, induce or encourage the resignation of any member, partner or employee of Discloser or any of its affiliates; (ii) interfere in any way with the relationship between Discloser and any of its affiliates, partners, suppliers, customers, members, partners or employees; (iii) hire any member, partner or employee of Discloser or any of its affiliates or any individual who is a member, partner or employee of Discloser or any affiliate; or (iv) interfere, or attempt to interfere, with the relationship between Discloser or any affiliate and any of their investors or clients or any investor

No provisions of this Agreement may be amended or modified unless the Agreement and/or modification is in writing and signed by the parties affected by the amendment or modification.

The parties hereto shall execute any additional documents and shall take any further action that may be necessary or appropriate to carry out the terms and purpose of this Agreement.

The Agreement is valid and binding for transactions occurring within 5 (five) years of the last below date.

*[signature page follows]*

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.*

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Position:  Company:  Email:  Ph: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Position:  Company:  Email:  Ph: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Position:  Company:  Email:  Ph: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Position:  Company:  Email:  Ph: |