

# 1 TRANSPORTATION PROGRAM DISCLOSURES

## General Disclosures

The key elements to success in this program are: (i) time, (ii) assistance, (iii) knowledge, and (iv) resources.

### Time (Time is not a deterrent or reason NOT to work with you)

- Everybody wants to know “**how long will it take to achieve the desired results of our program**”. The answer is dependent upon your individual situation. The lower your credit score the more time it will take. The more issues you have with high debt, low income or other challenges the longer it will take. It will most assuredly take “**Time**” to overcome those specific challenges that are keeping you from your home or auto purchase.
- The element of “**Time**” above all the other elements, require that you remain patient and mature in your approach to progressing through the program.
- Regardless of the amount of assistance, knowledge and resources given to you while in the program, “**Time**” is the only factor that is a certainty. As such, you should respect the process and avoid over-reacting should your issues delay the process, after all they are your issues not ours.

### Assistance (the amount of support you can expect while in the program)

- The foundation will provide you the help you need but, it is your responsibility to seek out assistance from the advising team.
- Assistance will be achieved through “consultations” which are free and unlimited in quantity as long as you are abiding by the program policies (following the program).

### Knowledge (the amount of information you gain while in the program)

- We will share information with you as often as you ask for it. What good is information or knowledge if you don’t apply it? Our objective is to help you achieve your goals of home or auto ownership by gaining the knowledge needed to make better, smarter decisions.
- Knowledge and information is available to you through various methods like consultations and workshops with our team of advisors. The key to success is pursuing our team to get the information.

### Resources (the amount of resources available to you to help you achieve your goals)

- Resources can encompass many different areas. Access to industry professionals who are willing to give their time and energy to help you is a “resource”. Software that we develop to help distribute information more easily is another “resource” you will have in our program. There are many of these “resources” – too many to list that are available to you as you progress through the program.
- Many of these resources may not present themselves to you until you reach certain stages of the program. The quantity of resources available to you will increase over-time as you progress through the program. For example, when you complete the program, we bring in resources like sponsors who have money that are willing to sponsor you.



## 2 TRANSPORTATION PROGRAM DISCLOSURES

### Our Commitment to You

Together we can do what must be done. Together we will complete this program.

- ✓ The Foundation will keep employed an advising team available to provide you with unlimited consultations.
- ✓ The Foundation will keep employed an advising team to take your calls and return them in a timely manner and keep an open line of communication as much as reasonably possible.
- ✓ The Foundation will keep employed an advising team who will hold you accountable to the process for as long as it takes.
- ✓ The Foundation will keep employed an advising team who can pull together resources and information (when you call and request it).

### Your Commitment to the Foundation

- ✓ You promise to do whatever it takes to complete the program and see it through.
- ✓ You promise to pursue us for information and then apply that information in your decision making and all relevant aspects of your life.
- ✓ You promise to initiate calls to the advising team and NOT wait for an Advisor to call and to communicate in a timely manner when possible.

### Unlimited Consultations

There is NO limit to the number of consultations a program participant can participate in, as long as the consultations moving you closer to completing the program.

**It is your responsibility to call us to schedule consultations. It is NOT the Foundation's responsibility to call you.**

### The Advising Team

Program participants are **NOT assigned a particular Advisor** but rather have the opportunity to call our office to request that an Advisor pull their file, review it and collaborate with the **senior advising team** which consists of various industry experts to prepare for a consultation.

You may meet with the same Advisor on multiple occasions or possibly a totally different Advisor each time. The Agreement between you and the Foundation stipulates that the Foundation is to provide a knowledgeable advising team that can provide guidance when called upon.

When you reach the point at which you become eligible for sourcing, you are able to start working directly with a **senior advisor in management** to find a vehicle and complete the purchase. These senior Advisors in management will continue to work with the advising team and directly with you with a more hands-on approach until you complete the program and purchase a vehicle. You are expected to follow the advice given to you by the advising team. Failure to follow the instructions provided by the advising team could result in termination from the program.



## 3 TRANSPORTATION PROGRAM DISCLOSURES

### **Good Faith Commitment (gfc) Disclosures**

The gfc program is designed to apply the “target” gfc figure to a particular vehicle or vehicle(s); reducing the price and over-all costs associated to the transaction(s).

The Advisor will assign a “target” amount to fund into the gfc which will represent “ENOUGH” of a financial commitment on your part to deploy our assistance and services.

The **down payment** is a term used to describe money that is put into the vehicle as equity. The target gfc figure will not be shown on the bill of sale at the time of purchase, but will be recognized when you reconcile the transaction with your Advisor.

Transaction **costs** are those transactional expenses that must be paid at the time you complete the purchase of a vehicle (not retained as equity). Without our program you would have to save money for the down payment and expenses, while dealing with **your credit and debt issues on your own**.

With our program you will be encouraged to save money but with a few key differences. With our program you pay that money to the We Help Foundation who in turn agrees to apply it as a credit toward a vehicle with attractive “terms” that you won’t get from any other auto dealership.

In exchange for funding the gfc program we provide you access to our consultation and advising system. You also enjoy the benefits of receiving favorable “terms” when it is time to take possession of your vehicle and complete the purchase.

The Foundation offers program participants a “program” that is accounted for separately from the purchase of the vehicle(s). The **program is designed to help you address your credit and budgeting fundamentals**. The consultations help you address those challenges with credit and budgeting so that future vehicle purchases can occur with favorable terms that you wouldn’t have received if you had not completed our program.

The money you put into the gfc program is NOT a **down payment**. The term “down payment” references money that is being applied to a transaction. **Participation in the program is NOT participation in the purchase of a vehicle**. Participation in the program requires the program participant and the Foundation’s staff to complete enough consultations to ensure a program participant improves their financial and credit disposition enough to improve the terms of future purchases.

### **Policies on gfc payments**

You are responsible for ensuring the Foundation receives program payments in the proper form. WE DO NOT TAKE CASH for gfc payments. The preferred method of payment is ACH. Automatic Check Debit from a banking institution. The secondary authorized method of payment is personal checks. Personal checks must be made payable to the We Help Foundation. The check must be dated properly, signed and include “gfc program payment” in the memo. You should receive a copy of the check for your records along with a gfc tracker as proof of payment. It is NOT acceptable for an employee to ask you to give them cash to convert to certified funds. All funds from you must be tracked or sourced back to your personal bank account for verification of funds.



## 4 TRANSPORTATION PROGRAM DISCLOSURES

### **Auto Dealer Role**

In order to complete the process and actually take possession of a vehicle, a licensed automobile dealer must be involved. Only a licensed dealer or his/her assigned agents are able to show program participants vehicles and complete a transaction. The bill of sale agreement sets forth the general terms of the purchase which includes but is not limited to: (i) a sales price, (ii) down payments, and (iii) transaction costs.

The DMV is a neutral, third party who is responsible for transferring the title and tag to the buyer. The dealer is responsible for turning in the documentation to the DMV properly. The dealer is responsible for accounting for the funds before, during and at the time the vehicle is purchased. The dealer is responsible for transferring the tag and securing the registration for the buyer.

### **Supporting the Foundation Disclosure**

The Foundation takes in gfc funds in good faith under a contract with full disclosure that these funds will be used by the Foundation **to support the operation of the program**. The contract or **"transportation program agreement"** provides the parameters from which you and the Foundation will work together to ensure you complete the program. **The gfc program is not a bank account that you can put money into and take money out of**. Program payments are deposited into bank accounts operated by the Foundation and used to support the operation. Once a payment is made into the gfc program it becomes the property of the Foundation to be used by the Foundation to support the operation.

### **Lender Eligibility (transportation program)**

The lender has an underwriting department whose sole job is to scrutinize a buyer to ensure that they have the financial wherewithal to afford and maintain a loan on a vehicle. It is difficult to get qualified for a loan to purchase a vehicle because lenders are more stringent in their underwriting guidelines. The lending institutions lose money when they have to repossess a vehicle. By having stricter guidelines and requiring a consumer to have higher credit and financial standards they decrease the risk of that buyer defaulting on the vehicle loan. The program guidelines state that we provide consultations to you and you must take measurable action based on those consultations over-time until we can identify a lender who will provide an approval. The objective is to identify and overcome all barriers to securing an approval from a lender. In order to be submitted to a lender, a vehicle must be selected whereby the terms of the sale are within the means of the buyer; another words you must be able to afford the debt associated to the loan. The dealer must present a bill of sale with the terms outlined in order for the program participant to be approved for the loan.

Lending institutions have different underwriting guidelines, overlays and stipulations. One approach for submitting a file would be to go to just one lender. The problem with this approach is that if that particular lender denies the loan, then we have to start all over with another lender. The approval process can take up to a week to complete. Instead, we may submit your file to up to six different lenders at the same time to see which lending institutions can provide an approval and under what terms. In scenarios where we do get a denied loan, our commitment to you is to identify what is causing the issue and continue consultations with you until that particular issue or list of issues are resolved and then go back and resubmit the file until it is approved. Repeat as often as required and applicable. The We Help Foundation will provide guidance to you in the "submission" process as many times as it takes until an approval is achieved.



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### **Credit Profile Management**

**Improving your credit profile is critical to completing the program.** A good credit profile is required in order to secure a loan approval. High credit scores don't necessarily mean that a credit profile meets the standards expected by a lender. A program participant may have high scores while having negative items on their profile. The age and balances of negative items on one's credit profile can often be factors that keep a program participant from an approval.

You may have a high credit score but if you have one of the following items on your credit profile achieving loan eligibility will require "time". The following items have varying lengths of time requirements that a program participant must adhere to in order to be eligible for a loan.

Bankruptcy: Three to four years.      Foreclosure: Three to four years.

Repossession: at least two years, but up to five years in most cases.

The stated time frames are determined by the lender NOT us. These time frames may change and we usually discover changes in these types of stipulations during the submission process.

The goal of our program is to provide you with customized credit consultations and general information to not only teach you the fundamentals but also guide you on improving your credit profile.

**The actual actions taken to improve the credit profile are completed by you with our guidance.**

This is a stark opposite of what **credit repair organizations** do with consumers.

### **This Program does NOT have anything to do with Credit Repair**

Credit repair is the term used to describe what happens when a third party entity (someone other than the consumer) blindly disputes every possible item on a credit profile in an attempt to wipe out all negative credit. In most cases a consumer who **pays for credit repair** relinquishes rights to the process and assigns those rights to the credit repair company or person they are **paying** to do the work. This process does very little in the way of helping a consumer understand how to prevent the behavior of creating negative credit and serves as a lazy attempt to fix poor decision making from the past.

**Our approach is totally different.** Our program requires a participant to improve their overall knowledge competency on everything from managing their credit profile to budgeting and many other general financial aspects. We don't charge any fees to do anything with "cleaning" a report. Instead, we provide advice and guidance to you so that you can manage your credit profile properly. It is about education. We want you to learn the fundamentals of money management, accountability and debt management which are all factors that determine the make-up of a credit profile.



## 6 TRANSPORTATION PROGRAM DISCLOSURES

### Credit Inquiries

Credit inquiries can lower your score. A credit inquiry is a notation on your credit that someone has requested your credit profile. Two types of inquiries may appear on the report. The first is a “hard” inquiry that can impact your credit score and the second is a “soft” inquiry that doesn’t. When you pull your credit report, you can see both. Creditors can only view hard inquiries.

Inquiries don't count as much as payment history, revolving utilization and other factors that contribute to the calculation of a credit score.

A single inquiry typically impacts the score by one to five points. The actual impact of an inquiry can vary according to your credit history. If you have few accounts or a short credit history, inquiries can cost more points. The amount of points deducted may not be the same for each additional inquiry, as they might be scored in ranges. There is a certain threshold that the consumer could max out on when it comes to numerous credit checks causing your score to drop.

Hard inquiries stay on credit reports for two years, but the length of time they impact the score depends on the scoring model used. Multiple inquiries generated when rate-shopping for an auto loan are consolidated by credit scoring models when done within a certain window of time. The FICO scoring model ignores loan inquiries in the 30 days prior to scoring. Loan inquiries older than 30 days are lumped as one inquiry whenever they fall within a 14-day span. Newer versions of the scoring model count the shopping period as any 45-day span while others lump such inquiries that occur within a rolling 14-day window as one inquiry.

### The Dispute Process

Credit repair can also pro-long and delay the process of improving ones profile because the dispute process is often **blind in nature**. Disputing certain items on a credit profile that shouldn't be disputed when they could be addressed differently can cause long term delays.

In our program you schedule credit consultations with the advising team as often as you like to gain the proper education on how to responsibly manage and build credit over-time. As long as you are making regular payments into the gfc program the costs associated to pulling credit from a credit reporting agency are absorbed by the Foundation. In addition to disputing specific items, it is often important to know how to properly settle bad debt. Debt settlement [when applicable] can often be an integral part of improving a credit profile. Program participants are coached by our advising team on when to pay down debt, when to dispute it and how to communicate with debtors to realize long-term improvements for a credit profile.

We don't believe in the “**quick-fix**” approach. We believe in taking one's time to properly build a strong credit profile based on education and proper financial management techniques.

Our Advising team will be able to provide additional guidance and suggestions specific to your individual credit profile.



## 7 TRANSPORTATION PROGRAM DISCLOSURES

### **Eligibility**

In order for a program participant to graduate from the program they must meet the following criteria to be considered “**eligible**”.

1. A program participant must fund the gfc program completely. You must be actively making gfc payments in order to be eligible for program participation and completion.
2. A program participant must improve their credit score to a point at which all three beacon scores are at **640 or higher**.
3. A program participant must be current on all trade-lines for a minimum of 12 months.

### **Program Time-Frames**

In the state of Florida valid contracts should have a time-frame or “term” which is the label used to describe references to time like when the agreement starts and when it finishes. Agreements are required by law to have a beginning and ending time-frame. Our Agreement with the program participant is a 12 month or one-year term. We believe this to be a reasonable amount of time to help a program participant complete our transportation program. If a program participant does go past the one year term that doesn’t mean the Agreements between the program participant and the Foundation are no longer valid. It simply means that the time-frame we assigned to the process ended and we would need to simply complete a new agreement for another one year term. The **expiration of the term** doesn’t mean that the program participant loses access to the advising team/system and the over-all benefits of the program. Should the term expire, the program participant is responsible for contacting the Foundation and requesting a consultation to complete all new program agreements with the same program parameters and benefits with a new time-frame.

Program participants are responsible for gaining measurable results from this program and applying said information to their financial decisions.

### **WAIVER OF JURY TRIAL & AGREEMENT TO ARBITRATION**

I/we, hereby waive my/our right to a jury trial should I/we decide to pursue legal actions against the Foundation and specifically agree that all issues arising out of this relationship shall be resolved by a Judge sitting without a jury.

I/we hereby waive my/our right to a jury trial should I/we decide to pursue legal actions against the Foundation and specifically agree that all issues arising out of this relationship shall be resolved by arbitration.

I/we understand that I/we must FIRST notify the Foundation of an issue that I/we want to dispute, or any claim I/we may pursue relating from the relationship and/or agreements established between the parties. I/we understand that I/we must give the Foundation the opportunity to first resolve said matters before seeking arbitration.

I/we agree that any judgment assigned to either party from arbitration (the “award”) may be entered in any court having jurisdiction. I/we understand that any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action.



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I/we understand that the party that requests arbitration has the burden to initiate the arbitration proceedings pursuant to and by complying with the Commercial Arbitration Rules of the American Arbitration Association and shall pay all associated administrative and filing fees.

I/we agree that I/we will be legally bound by the award (if any) that a judgment may be entered on such an award.

If I/we fail to comply with an award made to the Foundation or are unsuccessful in my/our challenges to an award made to the Foundation, I/we understand that I/we will be responsible for paying all of the costs associated to the arbitration, including all reasonable attorney's fees incurred to defend and/or enforce such an award, and legal interest on the amount awarded.

I/we understand that in the event either party of this Agreement decides to pursue legal actions against the other, that any such actions shall endure the provision(s) of this Agreement.

I/we understand that if either party pursues legal actions against the other, the prevailing party shall be entitled to recover or receive an award for their reasonable Attorney fee(s).

I/we understand that the prevailing party shall be reimbursed their attorney's fee(s) and Court costs and for their time spent in defending any action.

I/we understand that if the Foundation is required to defend itself from; (i) private attorneys, (ii) the Courts, (iii) the Board of Realtors, (iv) the Better Business Bureau, (v) the State's Attorney's Office, (vi) the department of Business and Professional Regulations, (vii) the Florida Real Estate Commission, (viii) any state agency or oversight entity (and the Foundation prevails) that I/we will be responsible for reimbursement of all reasonable attorney's fee(s) and Court costs and for the Foundation's time spent in defending itself.

### **HOLD HARMLESS**

I/we, shall, at all times, defend, indemnify, hold harmless and provide all legal defense and related services to the officers, agents, employees, of the We Help Foundation including third party funding entities, vendors, sponsors, etc.

I/we shall at all times indemnify the Foundation from any and all claims, expenses, demands, damages, judgments, causes of action, liability, loss or injury, regardless of their nature or character, in any manner.

