THREE-PARTY AUTHORITY, CONDITIONAL PROMISSORY NOTE

AND STAGED BUSINESS FORMATION & FUNDING AGREEMENT

This Agreement is entered into as of the date of the last digital signature executed via DocuSign ("**Effective Date**").

SECTION 1 — PARTIES

- ### 1.1 Authorized Loan Facilitator

Name: Richard D. Kindler

GitHub Username: RickCreator87

Role: Authorized Loan Facilitator

Address: _____

- ### 1.2 GitDigital Product – Co-Owner One

Legal Name: _____

Title: Co-Owner / Founder

Address: _____

- ### 1.3 GitDigital Product – Co-Owner Two

Legal Name: _____

Title: Co-Owner / Founder

Address: _____

- The Co-Owners jointly represent **GitDigital Product** (the "**Company**").

SECTION 2 — PURPOSE AND INTENT

This Agreement establishes:

1. Limited authority for the Authorized Loan Facilitator to assist with business loan facilitation up to defined limits

2. A **conditional $3,000.00 USD promissory note and application acknowledgment**

3. A **staged, documented use of funds** tied to Company formation, compliance, and operational readiness

4. Mandatory **dual-owner consent, execution, and acknowledgment**

SECTION 3 — GRANT OF LIMITED AUTHORITY

- ### 3.1 Authority Scope

The Company authorizes **Richard D. Kindler** to *assist* in the *preparation*, *submission*, and *coordination* of **business loan** and *formation documentation*.

- ### 3.2 Credit Threshold

Authority shall _not_ exceed **\$100,000.00 USD aggregate** <u>without written amendment</u> executed by _all_ Parties via DocuSign.

- ### 3.3 No Personal Liability

This authority does not:

- * Convey ownership or equity

- * Create personal repayment liability

- * Permit unilateral commitments beyond this Agreement

SECTION 4 — PROMISSORY NOTE (CONDITIONAL)

- ### 4.1 Principal Amount

The Company applies for and acknowledges a **conditional** loan amount of $3,000.00 USD** ("**Loan**").

4.2 Nature of Instrument

This Agreement represents:

- * A promissory intent

- * A conditional obligation

- * A use-restricted startup funding instrument

Final lending terms remain subject to approval by the funding entity.

SECTION 5 — STAGED DISBURSEMENT STRUCTURE

(Bank-Grade Use-of-Funds Controls)

- ### 5.1 Stage One — Formation & Compliance (Initial Release)

Upon funding approval, initial funds shall be allocated exclusively for:

- * Colorado Secretary of State business registration

- * Required state licensing filings

- * State tax account setup and filing fees

- * Online submission of formation documents

- * Collection and confirmation of Company EIN (IRS)

Condition Precedent:

Completion and submission receipts or confirmations must be generated and retained.

- ### 5.2 Stage Two — Banking Enablement (Trigger Event)

Upon confirmation of:

- * Approved EIN

- * Active Colorado business registration

- The Company shall proceed to:

- * Open a Company business bank account

- * Enable automated document and compliance workflows

Trigger Condition:

Successful account creation enables release or allocation of remaining funds.

- ### 5.3 Stage Three — Operational Deployment (Final Allocation)

Remaining funds shall be used solely for legitimate business operations, including:

a. #### a) Communications & Accounts
b. * Two (2) business mobile phones
c. Business phone plans and service accounts

a. #### b) Equipment & Infrastructure

a. * Two (2) laptops

b. * Two (2) external storage drives

c. * Battery backups, mobile hotspots

d. * Essential hardware accessories

1. #### c) Software & Platforms

1. * Business domains

2. * GitHub (business/enterprise configuration)

3. * ClickUp

4. * HubSpot

5. * API access, integrations, and developer tooling

1. #### d) Emergency Operating Reserve

1. * Limited contingency reserve for operational continuity

SECTION 6 — USE-OF-FUNDS COVENANT

Funds shall:

- * Be used solely for Company business purposes

- * Not be diverted for personal use

- * Be documented upon request

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- Misuse constitutes a material breach.

SECTION 7 — REPAYMENT STRUCTURE (PROFIT-BASED)

7.1 Interest and Grace Period

- ❖ * **0% interest**

- ❖ * **Twelve (12) month grace period** from Effective Date

- ### 7.2 Repayment Source

- Repayment shall be:

- ○ * Automated

- * Derived solely from Company net operating profits

- * Not personally guaranteed by the Co-Owners

7.3 Early Payoff

Early repayment is permitted at any time with **no penalty** and may provide administrative or reporting benefits as determined by the funding entity.

SECTION 8 — CREDIT & DISCLOSURE ACKNOWLEDGMENT

The Parties acknowledge that:

- * This Agreement does not guarantee credit outcomes

- * Reporting, if any, shall comply with applicable law

- * No representations are made regarding third-party credit systems

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SECTION 9 — CO-OWNER CONSENT AND NON-REVOCATION

Both Co-Owners jointly affirm:

- * Authority to bind the Company

- * Approval of all stages and use-of-funds

- * No unilateral revocation or modification

SECTION 10 — ELECTRONIC EXECUTION

The Parties agree:

- * DocuSign execution is binding

- * Digital signatures, initials, timestamps are enforceable

- * Certificate of Completion is incorporated herein

SECTION 11 — GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Colorado**, without regard to conflict-of-law rules.

SECTION 12 — ENTIRE AGREEMENT

This document constitutes the entire agreement among the Parties and supersedes all prior discussions.

AGREEMENT REVIEW CHECKBOX CONFIRMATION

Each Party must affirmatively check all boxes prior to signing.

Richard D. Kindler

☐ I have read this Agreement in full

☐ I understand the
authority and
limitations

☐ I agree to be
bound by its terms

GitDigital Product – Co-Owner One

☐ I have read this Agreement in full

☐ I understand the staged funding structure

☐ I agree to all terms

GitDigital Product – Co-Owner Two

☐ I have read this Agreement in full

☐ I understand the staged funding structure

☐ I agree to all terms

SIGNATURE PAGE (DOCUSIGN)

Authorized Loan Facilitator

Signature:

_____

_____

Name: Richard D. Kindler

Date:

_____

_____

____

GitDigital Product – Co-Owner One

Signature:

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Name:

_____

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Date:

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**GitDigital Product
– Co-Owner Two**

Signature:

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Name:

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Date:

_____

_____

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DOCUSIGN CERTIFICATE OF COMPLETION

This Agreement was executed electronically with verified digital signatures, initials, dates, and timestamps.