



fees expended in the enforcement of this agreement. The parties intend that an independent contractor/employer relationship will be created by this Agreement. Agent is not to be considered either an employee of Small Business Lending Source for any purpose.

4. **COMPENSATION.** See Schedule A.



5. It is agreed that this agreement shall remain in effect for a period of ONE (1) years, or for the life of any agreement, contracts, or commercial agreements, whichever is longer, and will automatically renew itself from One (1) year period unless mutually agreed to in writing to cancel the same within 30 days of the anniversary date of this agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with the respect to the Client submitted to the funding source. Both Parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.
6. All terms of this agreement shall be binding and insure to the benefits of the parties hereto, their respective heirs, representatives, successors, assignees, designees, referrals to, or referrals from. This agreement shall be interpreted under the laws of San Diego County, CA, USA. In witness whereof the parties have created and delivered this agreement and is effective from the date of signing both or all parties. This agreement will be void if modified. Fax or electronic deliver shall be binding legal contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Small Business Lending Source

Agent:

Company Name:

Signature

CEO

Title:

Date: _____

Date:



Schedule A - Agent Compensation

In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Agents shall be paid Compensation as detailed below. Compensation is subject to change when changes are made by Small Business Lending Source to the Program.

In consideration for the services rendered by the Agent hereunder, Small Business Lending Source agrees to pay Agent in accordance with the Agent Compensation Schedule, set out in **Schedule A** hereto (the "**Compensation**"). Compensation shall be paid in respect of each Merchant location each and every unique referral referred to SBLS by Agent only, and which Merchant has entered into a Finance agreement and is funded.

The Referring Party's (AGENT) Compensation shall be due and payable within ONE (1) business day from the date on which Small Business Lending Source is Paid Commission. Small Business Lending Source agrees to pay via direct deposit to **Agent**. **SBLS** is only responsible for compensation to Agent upon the successful funding of **Agent's** referral. Agent must have signed 1099 on file with Small Business Lending Source. Agent is not an employee of Small Business Lending Source.

- I. Agent shall be paid its **Compensation** with respect to Tier 1 Bank Statement Cash Advance, Tier 1 Merchant Cash Advance and High Risk ACH/MCA.
- J. Agent shall be paid its **Compensation** with respect to Commercial Real Estate and Corporate Finance transactions

The amount of compensation shall be the following:

ACH/MCA ADVANCES, COMMERCIAL REAL ESTATE, CORPORATE FINANCE OF ANY SORT OF CLOSED FINANCE TRANSACTION:

MCA deals
Equipment financing/ sales leasebacks
Commercial real estate deals
Corporate Finance/working term loan transactions
Unsecured Lines of Credit
Revenue based Credit lines

Compensation Company shall pay Contractor 50% of all gross commission and fee revenue which shall be due and payable to Contractor via electronic ACH on the same day SBLS either a) funds a deal directly b) outsources the deal and is paid by a partner. Contractor will be responsible for the direct compensation of all subcontractors.



Agent: Company Name:

Contact Name:

Address:

Telephone:

Email:

Preferred Method of Payment: send voided check or direct deposit instructions