



INDEPENDENT REFERRAL REPRESENTATIVE AGREEMENT

This Agreement ("Agreement") is dated as of _____
Rapid Funding Group, Ltd., a New York limited liability company ("Company")
and _____ ("Referral Rep").

WHEREAS, Company provides working capital to merchants nationwide through a variety of different funding programs.

WHEREAS, Company utilizes various channels to identify merchants that might be interested in one of Company's funding programs.

WHEREAS, Referral Rep wishes to provide Company with the names and contact information of merchants that might be interested in one of Company's funding programs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SERVICES TO BE PERFORMED:** Referral Rep shall endeavor to refer prospective commercial customers ("Referrals") to Company based on Company's eligibility criteria. Company shall determine, in its sole discretion, whether Company shall provide funding or any other service to Referrals and shall have the right to decline to provide funding or any other service to Referrals for any reason whatsoever. Referral Rep will determine what amount of time to be devoted to the performance of the above-described services. Referral Rep shall not be the only or exclusive independent referral representative for Company and Company may, at its sole discretion, retain the services of other independent referral representatives.
2. **REFERRALREQUIRMENTS:** Referrals must be prospects that have expressly indicated to Referral Rep an interest in obtaining funding from Company. Referrals should only consist of the name, address, and phone number of the prospect. Referrals should be submitted in writing to Company's email address or facsimile number appearing beneath its signature to this Agreement. If a prospect is referred or otherwise introduced to Company by more than one independent referral representative or other source, the independent referral representative or source that is first in time in making such referral or introduction shall be credited for the prospect to the exclusion of all other independent referral representatives or sources. The foregoing determination shall be made by Company in its sole discretion.
3. **REFERRALCOMPENSATION:** In consideration of the Referrals to be made by Referral Rep, Company agrees to pay a cash referral fee to Referral Rep for each Referral that Company finances (a "Referred Merchant") in accordance with Schedule A hereto ("Referral Compensation"). If a Referral does not become a Referred Merchant within sixty (60) days of such referral, then Referral Rep shall receive no compensation from Company for such Referral. To be eligible for a referral fee for any Renewal Funding (as defined in Schedule A), Referral Rep must have submitted a Referral to Company for an Initial Funding (as defined in Schedule A) that was actually funded by Company within the ninety (90) day prior to any such Renewal Funding. If Referral Rep has at any time not submitted a Referral to Company for an Initial Funding that was actually funded by Company within the past ninety (90) days, Company may refer to a third party company or other funding entity any Referral and Referral Rep shall not be entitled to any fees paid to Company by such third party funding company or other funding entity. Referral Rep shall not be eligible for a referral fee for any Renewal Funding if such Renewal Funding occurs more than ninety (90) days after Referred Merchant has satisfied all obligations under its previous funding agreement with Company and Merchant has been referred to Company for such Renewal Funding by another independent referral representative. This paragraph shall survive termination of this Agreement.
4. **DETAILSOFPERFORMANCE:** Referral Rep shall arrange the time and manner of its performance pursuant to this Agreement as it deems necessary and appropriate and will not be expected to maintain a specific



schedule of hours. Referral Rep shall recruit, retain, hire, train, use, supervise, and pay, at its own expense, such persons as Referral Rep deems necessary or appropriate to perform pursuant to this Agreement. Referral Rep shall supply its own place of work at its own expense. Referral Rep will use its own materials and equipment, at its own expense, to perform pursuant to this Agreement. Referral Rep shall be solely responsible for all expenses incurred by Referral Rep in performance pursuant to this Agreement. Referral Rep shall determine, in its reasonable discretion, the marketing, promotional, and advertising materials to be used to perform pursuant to this Agreement. Notwithstanding the foregoing, Referral Rep may not use Company's name, logo, service marks, trademarks, or any other Company mark in any marketing materials (including electronic or digital content) other than those materials provided by Company or preapproved by Company in writing. Company's materials may not be used without prior approval and may not be altered in any way. Referral Rep's marketing activities shall comply at all times with all applicable laws. If Referral Rep elects, in its discretion, to accept any materials that Company makes available to it, Referral Rep shall pay Company such amounts as shall be mutually agreed upon by the parties. Notwithstanding the foregoing, Referral Rep shall be responsible for performing pursuant to all the terms and conditions of this Agreement.

5. **AGENT IDENTIFICATION:** In carrying out its obligations pursuant to this Agreement, Referral Rep shall clearly identify itself with its own corporate name and not the name of Company. Referral Rep shall not represent to third parties that it has any right to approve a merchant funding or to bind Company in any way. Referral Rep agrees that Company shall not be liable in any manner for Referral Rep's liability to any third party for any reason. Referral Rep shall be liable for the acts and omissions of any of its shareholders, affiliates, directors, officers, employees, independent contractors, representatives, agents, principals, and associates (the "Referral Rep Parties") acting or failing to act pursuant to this Agreement. Referral Rep shall adequately train the Referral Rep Parties to perform pursuant to this Agreement and conform to all of the provisions hereof.
6. **REFERRAL REP CONDUCT COVENANTS:** Referral Rep covenants and agrees that during the term of this Agreement and so long as it is bound by any provisions of this Agreement it shall and shall cause the Referral Rep Parties to: i) not act in such a way as to embarrass, devalue, disparage, or cause any direct or indirect harm to the business or name of Company or any of its customers or affiliates; ii) be professional at all times; iii) comply with any and all reasonable policies and guidelines established by Company; iv) accurately describe Company's funding products in all forms of communication or media; v) adhere to Company's eligibility criteria in producing Referrals; vi) not guarantee or promise a Referral funding or act in any way which suggests that Referral Rep has the authority to make funding decisions; vii) not represent that there is any fee or charge for referring merchant's name and contact information to Company; and viii) immediately inform Company of any changes in the address, ownership, business, or operations of itself or of any Referral.
7. **REFERRAL REPRESENTATIONS AND WARRANTIES:** Referral Rep represents and warrants that as of the date of this Agreement and during the term of this Agreement i) Referral Rep is a corporation, limited liability company, or sole proprietorship organized, validly existing, and in good standing under the laws of the state where it is formed; ii) Referral Rep has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement; iii) Referral Rep's performance of this Agreement will not violate any applicable law or regulations or any agreement to which Referral Rep is bound; iv) this Agreement represents a valid obligation of Referral Rep and is fully enforceable against it; v) neither Referral Rep, nor Referral Rep Parties are a party to any pending litigation that would have an impact on this Agreement and have never been fined or penalized by Visa, MasterCard, NACHA, or any other association in the credit, payments, or banking industry; and vi) none of Referral Rep or any Referral Rep Parties are on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list.
8. **COMPLIANCE WITH LAWS:** Referral Rep shall, and shall cause Referral Rep Parties to, comply with all applicable rules and regulations, federal, state and local laws, including, reporting and payment of all federal, state, or local taxes, including self-employment, income, employment, FICA, unemployment insurance or other taxes, licensing fees, registration fees, and any other taxes, assessments, or penalties levied by any governmental authority or association, as well as for all other liabilities or payments related to the activities of Referral Rep pursuant to this Agreement. Referral Rep shall, at its expense, obtain any



and all registrations, governmental licenses, and approvals required for its business or activities pursuant to this Agreement.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The relationship between Company and Referral Rep shall be that of independent contracting parties. Referral Rep shall have no right to any compensation or benefits that Company grants its employees, including any salary, pension, stock, bonus, profit sharing, health or other benefits. Referral Rep shall not be entitled, under any circumstances, to maintain any action against Company for any injury incurred (including bodily, emotional, employment, and mental injuries), including the filing of any claim under the workers' compensation laws of any state. Referral Rep agrees that it shall be solely responsible for the purchase and maintenance of employment and/or workers compensation insurance coverage related to Referral Rep Parties and Company shall have no responsibility or liability for any such coverage. Referral Rep shall report its income as an independent referral representative and Company shall not withhold any amounts from payments due to Referral Rep for services provided pursuant to this Agreement, including without limitation any withholding taxes, social security taxes, or other employment related taxes. Company shall issue an appropriate form 1099 at the conclusion of each tax year with respect to payments made to Referral Rep during the prior calendar year in accordance with applicable law.
10. **EXCLUSIVITY:** Subject to Paragraph 11 below, Referral Rep may engage in activities for third parties similar to Referral Rep's activities contemplated pursuant to this Agreement, provided such activities do not cause any of Referral Rep's representations in this Agreement to be inaccurate, incomplete, or misleading, or conflict with or result in delayed completion, noncompletion or breach of any of Referral Rep's obligations, covenants, or other agreements pursuant to this Agreement.
11. **NON-INTERFERENCE:** Referral Rep agrees that it shall, and shall cause the Referral Rep Parties to, comply with all provisions of this Agreement in good faith and fair dealing and shall not, directly or indirectly, engage in any transaction, activity, or other undertaking that may breach any of the provisions of this Agreement or the purposes or intents of Company. Without limiting the generality of the foregoing, Referral Rep agrees that it shall not, and shall cause the Referral Rep Parties to not, at any time, directly or indirectly, solicit, participate in soliciting, or attempt to solicit any Referred Merchant for any purpose inconsistent with any provision of this Agreement or otherwise adverse to the interests of Company. For any Referral for which Referral Rep has been paid Referral Compensation, Referral Rep will not thereafter, directly or indirectly, solicit, cause to be solicited, or endeavor to sell to Referral any funding or credit card processing product offered by any competitor of Company. Any violation of this provision shall result in Referral Rep's forfeiture of any and all Referral Compensation otherwise due to Referral Rep pursuant to this Agreement. This paragraph shall survive termination of this Agreement.
12. **NONSOLICITATION:** During the term of this Agreement and for one (1) year thereafter Referral Rep shall not, and shall cause Referral Rep Parties to not, directly or indirectly solicit, participate in soliciting, induce, advise, encourage, hire, or engage any employee of Company or encourage any employee, independent contractor, independent referral representative, vendor, or supplier of Company to terminate or reduce his or her or its employment or business relationship with Company.
13. **TERM:** This Agreement will become effective on the date stated above. Either party may terminate this Agreement at any time by providing ten (10) days written notice. This Agreement may be terminated immediately by Company upon breach by Referral Rep of any of its obligations pursuant to this Agreement or if, as determined by Company in its sole discretion, Referral Rep or any of Referral Rep Parties causes a detrimental effect to Company or any of Company's affiliates. All Referral Compensation due prior to such termination will continue to be paid to Referral Rep in accordance with this Agreement unless Referral Rep has breached the surviving provisions of this Agreement.
14. **INDEMNIFICATION:** Referral Rep shall indemnify, defend, and hold harmless Company from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, costs, obligations, and other expenses (including reasonable attorneys' fees and litigation costs), whether or not resulting from third party claims, arising out of any act or omission of Referral Rep or Referral Rep Parties and any breach or other default of any agreement, representation, warranty, or covenant on the part of



Referral Rep contained in this Agreement or the provision of any of the services contemplated by this Agreement. This paragraph shall survive any termination of this Agreement.

15. CONFIDENTIAL INFORMATION: Each party acknowledges that it may directly or indirectly disclose Confidential Information (as defined below) to the other party in the course of the negotiation and performance of this Agreement. All such Confidential Information shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth in this Agreement. Each party agrees to treat such Confidential Information with the same degree of care and security as a reasonable business would treat its most confidential information. Each party may disclose such Confidential Information only to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, neither party shall disclose the Confidential Information of the other party to any third party without the prior written consent of such party, and the duty of confidentiality created by this section shall survive any termination of this Agreement. "Confidential Information" means all proprietary, secret, or confidential information or data relating to either party and its affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include merchant lists, merchant account numbers and details, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law. Notwithstanding any provision of this Agreement to the contrary, all information concerning Referred Merchants, including without limitation pricing in relation thereto, shall at all times be the sole and exclusive Confidential Information of Company as well as the property of Company.

[The remainder of this page is intentionally left blank.]



Name:

Name:

Title:

Title (if a non-individual):

Address: 348 RXR Plaza,
Uniondale, NY 11556

Address:

Telephone: (516) 218-8080

Telephone:

Facsimile: (866) 395-8140

Facsimile:

Email Address: isosubmissions@platinumrfg.com

Email Address (mandatory):

Federal Tax ID Number (if applicable):

Principal's Identification Information:

Driver License Number and State:

Social Security Number:

Date of Birth:

WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

Platinum Rapid Funding Group, Ltd.

REFERRAL REP

By: _____

By: _____



Interview Questions

Date Screened: _____

Sales Partner Name: _____

Company Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

1. When did your business start? What is the core product(s) of your business?

2. What are your total monthly volumes of your core product?

3. What is the size of your sales team?

4. Are you currently affiliated with a credit card processor? If so, who:

5. Have you sold Merchant Cash Advance or Business Loans before? If so, for how long? With whom? Monthly Volumes funded?

6. What pricing, turns (MCA) or terms (Loan), are you familiar with applying?

7. Do you have office space or is your business home based?

8. What is your marketing process to drive in business?



9. What are your Business hours of operation?

Direct Deposit / ACH Credit Form

It is possible for Platinum Rapid Funding Group, Ltd. to credit your checking account directly via ACH deposit for Platinum Rapid Funding Group, Ltd. commissions you earn. Funds sent via ACH credit are usually available in your account one (1) business day after the day the transaction (commission) is processed (paid) by us. Bottom line: if we pay a commission on a Wednesday you receive the funds on Thursday. If a commission gets paid on a Friday then it's in your account the following Monday.

What we need to get this started:

- 1 – This form completely filled out and signed by you or an authorized representative of your company.
- 2 – A voided check from the account that you would like us to credit. If a voided check is not available, please submit a letter from your bank (on their letterhead) which outlines their ACH instructions. Please **DO NOT** submit a deposit ticket from your account as they **CANNOT** be used to verify your account information.

Who you need to submit this to:

Once this form is filled out and you have a copy of a voided check (or a letter from your bank) please email it all to isosubmissions@platinumrfg.com. We prefer that all of this be PDF'd and attached to an email which can be sent to isosubmissions@platinumrfg.com but we'll accept a faxed copy at 888-485-7890 if completely necessary.

Important things you need to know:

“ACH recipient” on our commission reports. Please initial below to indicate that you have read and understand this.



(Initials)

(Date)

Authorization for ACH Disbursements

Sales Representative Information:

(Your name or your company name)

(Your Representative ID Number)

(Your Social Security or Tax ID Number)

Bank Account Information:

(Bank Name)

(Bank Account Number)

(Bank ABA / Routing & Transit Number)

*I hereby request that (PRF) pay all commissions I earn from
Platinum Rapid Funding Group, LLC. directly to the checking account I have indicated above
via ACH credit.*

(Signature)

(Date)

Attach Voided Check Here



INDEPENDENT REFERRAL REPRESENTATIVE AGREEMENT

Schedule A

In accordance with the terms and conditions set forth in this Agreement, Referral Rep shall be paid a cash referral fee as follows.

1. Initial Fundings: For the first funding funded to a Referral (an "Initial Funding"), the sum of % of the amount of actual cash funded to such Referral; payable within five (5) business days of the date such Initial Funding was fully funded by Company. Should any deal stop performing within the first 30 payments the ISO that submitted the deal will be responsible for returning the commission that was paid.
2. Renewal Fundings: For the second funding and any subsequent funding funded to a Referral (each a "Renewal Funding"), the sum of % of the amount of actual new cash funded to such Referral; payable within five (5) business days of the date such Renewal Funding was fully funded by Company.

Referral Rep may dispute the determination and/or calculation of any of the above fees within thirty (30) days of Company's payment thereof by providing Company with written notice describing the dispute in reasonable detail. Referral Rep's failure to so notify Company of a



dispute regarding the determination and/or calculation of any of the above fees shall waive and bar the dispute.

Company may modify the terms or conditions of its funding programs or this Schedule A, in its discretion, at any time, by providing written notice thereof to Referral Rep. Referral Rep shall be deemed to accept any such modification and waive any challenge thereto, unless Referral Rep is entitled to and does terminate the Agreement pursuant to the terms of Agreement.