

ISO (INDEPENDENT SALES ORGANIZATION) AGREEMENT

Broker Agreement Level II

This REFERRAL PARTNER AGREEMENT (this “Agreement”) is entered into between KGFA CAPITAL VENTURES L.L.C. dba: LENDINERO, and LENDINERO INC. . and its designee Lendinero aka and also referred here within as KGFA (KGFA Capital), with its principal place of business at: 7950 N.W. 53rd Street Ste. 337 Miami, FL 33166, and 244 5th Avenue W245 New York, NY 10001

(referral partner) dated as of _____

(“Referral Partner” and together with Lendinero, collectively, the “Parties”). The Parties agree as follows:

- 1. Generally.** KGFA Capital is in the business of originating commercial/business loans. Referral Partner is in the business of arranging loans and performing other services in the furtherance of the origination of loans. In the course of undertaking such services, Referral Partner may introduce potential borrowers (“Potential Borrowers”) to KGFA Capital for the purpose of such Potential Borrowers obtaining a funding from KGFA Capital (a “Loan”).
- 2. Referrals.** Referral Partner may refer a Potential Borrower to KGFA Capital by (a) submitting an application for a loan on behalf of such Potential Borrower; or (b) causing such Potential borrower to submit an application for a loan using the *customized Referral Partner Link or submission method* provided to Referral Partner by KGFA Capital (in either case, an “Eligible Referral”).
- 3. 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 it’s sole discretion, retain the services of other independent referral representatives.
- 4. Referral Requirements.** Referrals must be prospects that have expressly indicated to Referral Rep an interest in obtaining funding from Company. Referrals under this agreement should consist of a loan application and the last 4 months of bank statements. 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.
- 5. Compensation.** Distribution partners need to manage the loan process with the end client from start to finish. You need to (a) explain our different funding solutions (b) obtain adequate documentation and the appropriate application (s) (c) close the transaction. We will underwrite and process all loans. **You will receive a compensation that ranges from 0% to 15%;** this will depend on the loan program and the interest rate options that we provide you to sell to your client. **We provide you with a buy rate (a buy rate means) that it’s a par rate (there is no percentage points built in into the rate). For every point (percent) you want to make; you add to the buy rate. Example: we quote you 1.14 (14%) buy rate – if you want to make 5% on the loan you would offer your client a 1.19 (19%). Or, we will provide you with a final rate with your commission percentage built into the rate. In some cases we may have a cap on certain programs meaning that you may only be able to make 3% to 6% max amount. Compensation is paid weekly every Monday, or after 5 business days after the loan funds. The cutoff date is Thursday of each week.** This means that the loan has too close and fund by Thursday of each week. In addition, you must wait 5 days after the loan funds. Example: If you fund and close a transaction on Friday; you will not be paid on Monday. You must wait 5 business days. That loan transaction would be paid the following Monday. If your volume is high enough we may be able to advance commissions. Distribution partners will be paid a maximum of 3% on renewals. Any exceptions or changes will be communicated immediately. *KGFA Capital may change the Compensation Plan at any time in its sole discretion and distribution partner accepts and agrees that Lendinero shall have no obligation to notify distribution partner of any change to the Compensation Plan that will benefit the client prior to or after funding.*
- 6. Term Loan Product** Below lists the maximum amount of commission Referral Partner can make for the corresponding Term Loan Product based on the Merchant Loan Amount. Applicant Manager is responsible for informing Referral Partner how much commission above the Buy Rate Referral Partner chooses to be compensated by Referral Partner in connection with the loan to a Merchant.

COMPENSATION PLAN

Length of Term Loan Product Commission Range (as a percentage of the Merchant Loan Amount). Programs range from 3 months to 18 months.

3 Months to 6 Months	0% - 10%
6 Months to 12 Months	0% - 12%
9 Months to 18 Months	0% - 12%

Again, on some programs there may be a cap commission rate ranging from 3% to 6%. You will be notified properly on those programs. On monthly payment program loans that may have a 1, 3, or 5 year repayment term we only pay .500%; you can charge your client a broker fee.

- 7. Origination Fees.** In the event that we or one of our funding partners or investors do; we can reduce the origination fee or refund it to the client. *If we reduce the origination fee or refund it to the client; you will be responsible for assuming 50% of the cost or you can negotiate with us to reduce the origination fee and it will be deducted from your gross earnings.* You must check with your client if we do provide them with this incentive. If we fund the transaction and we entered into an agreement which your client to refund any amount or waive any amount with your client; you will still be responsible for 50% of the cost or any amount refunded or waived. Refunding an origination fee or waiving fees can impact the overall rate and your back end compensation. We will deduct the amount from your final earnings. If the client paid for any other fees associated with the loan or any

other fees will be treated in the same manner.

8. Indemnification. Referral partner agrees to indemnify, defend, and hold harmless KGFA Capital and its employees, officers, investors and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of: (i) any failure by the referral partner or any of its Agents to comply with, or fulfill the obligations of, or otherwise breach the terms of this Agreement; (ii) acts of fraud, gross negligence or willful misconduct or (iii) any promise, warranty or representation made by referral partner to KGFA Capital being unfulfilled, false or misleading. Without limiting the foregoing, referral partner agrees to pay to KGFA Capital the amount owing on any loan that is not collected by KGFA Capital, its funding partners and or investors (after collection is attempted in accordance with the standard procedures for the collection of such loans) if such failure to collect is the result of fraud, gross negligence or willful misconduct by referral partner or any of its Representatives.

9. Merchant Consent to Review Personal Credit, Business Credit, and Other Consents For any Loan Application submitted to KGFA, referral partner has the consent and proper authority from the Merchant connected to such Loan Application (i) to submit all information, including any "non-public personal information" or "personally identifiable financial information" as defined in federal regulations implementing the Gramm-Leach-Bliley Act, as amended from time to time (any such information, "Nonpublic Information") and documentation contained in such Loan Application, (ii) to authorize KGFA, its representatives, agents or assignees to order and conduct background checks and other investigative reports (including credit bureau reports from credit bureau agencies, and reports from other sources) based on the information provided in such Loan Application, (iii) to receive loan performance information and other Nonpublic Information to the extent permitted by Applicable Law, (iv) to contact, and authorize KGFA Capital to contact, such Merchant using the information provided in such Loan Application, including mobile telephone numbers (which, if provided to KGFA Capital, referral partner represents it has obtained written consent from the Merchant for KGFA Capital to contact such Merchant at such mobile telephone numbers), and (v) to represent the interests of such Merchant in connection with such Loan Application (vi) if the loan application is received via email or fax to KGFA Capital, we retain authorization to submit the application on behalf of the referral partner and the merchant to investors, funding partners, sub-contract underwriters, credit analysts for the purpose of obtaining business funding including our logos on such application unless if there is a white label agreement or the application by the referral partner is approved. Referral partner warrants that it will maintain and update all required authorizations from each Merchant so that KGFA Capital shall at all times be in a position to reasonably rely on, and accept as properly authorized, any submitted Loan Application and provide Nonpublic Information to referral partner's about a Merchant's loan. Referral partner certifies and warrants that all information and documentation directly or indirectly transmitted to KGFA by partner in connection with any Loan Application is true, correct and complete in all respects.

10. KGFA Capital Ventures's Control Over Loan Program, Approvals and Loan Agreement. Referral partner acknowledges and agrees that KGFA Capital has sole and exclusive control over all aspects of the Loan Program. KGFA Capital may, in its sole discretion, approve or deny a prospective Merchant for a loan product or service. Distribution partner shall not advise a prospective Merchant that the prospective Merchant has been approved for a loan product or service prior to KGFA Capital's review and approval. Distribution partner acknowledges that all aspects of the Loan Program are subject to the management and approval of KGFA Capital and distribution partner shall make no representations to the contrary. If Lendinero cannot fund the deal, the referral partner gives KGFA Capital permission to syndicate or co-broker the deal. If the transaction is syndicated or co-brokered, the referral partner will be informed of the compensation on each transaction. Under this scenario, referral partner agrees not to circumvent for a period of 90 days if an approval was issued and a loan agreement was sent. If the referral partner circumvents during the 90 day period the referral partner agrees to pay fifty percent of the gross earnings to KGFA Capital Ventures LLC. For every prospective Merchant, distribution partner shall use the form of Loan Agreement that has been approved in writing by KGFA Capital for Distribution KGFA Capital's use with the Loan Program. Distribution partner shall not change or modify any Loan Agreement without the prior written consent of KGFA Capital.

11. Loan Chargeback Clause and High Commission Payouts. If a loan is issued and funded to the client you provided and the borrower defaults within the first 30 days you will be responsible for refunding all commissions paid to you to Lendinero or a debt will be created for the commission amount and deducted from your next commission earnings until the default debt is repaid in full. If a loan is defaulted after 30 days and we cannot recover any amount you will be responsible for refunding 100% of the commissions paid out to you, unless if the merchant enters into a payment restructure plan. If you don't fund an additional loan within those 30 days; you must (a) refund the commission or (b) KGFA Capital has the right to collect and you forfeit all rights in court and agree to repay 100% of the commissions paid to you. *If your commission earnings are higher than \$10,000 USD on any single one transaction; we will disburse the payment in two payment; 50% on the Monday or 5 days after the loan funds and three weeks after the initial disbursement you will receive the second portion.* By signing this agreement you give us ACH debit authorization rights to retrieve the commission paid to you from the bank account provided in the event of a default. This is to mitigate any potential losses and recalling back your commission in the event of a default.

12. Term. This Agreement will begin when signed by both Parties. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Partner written notice of termination. If the distribution partner does not submit any applications and *fund at least 3 transactions within a 3 month period; the agent will be paid 50% of the full compensation quoted or the final points earned on any transaction within this agreement.* If the referral partner submits and funds at least 1 transaction during a 3 month period; full commission negotiated with KGFA Capital compensation is paid. If the referral partner does not submit transactions on a regular basis; this agreement may be terminated. If referral partner conducts illegal acts, there is loan defaults, and any other unethical business this agreement may be terminated. If you have an arrest record or a criminal record that was not disclosed when you filled out this agreement and the agent profile information and we find out about it later; we can terminate your agreement and we will not honor any commissions on this agreement.

12. Compliance with Laws. Referral Partner has and will comply with; local, state, and federal laws and regulations applicable as such.

13. Information. All information provided to Lendinero by Referral Partner will be, to the best of Referral Partner's knowledge, true, accurate, and correct. Referral Partner has an affirmative obligation to (a) correct any information about a Potential Borrower that Referral Partner learns is inaccurate; and (b) disclose any legal, financial, or business change relating to a Potential Borrower's application for a Loan that is or becomes known to Referral Partner and would affect KGFA Capital's or funding partners or investors evaluation of such application.

14. Merchants, Confidential Agreement and Closing Periods All information provided by the “Referral Partner” will be kept confidential by KGFA Capital. The information provided on a loan application will be strictly utilized for the purpose of obtaining and or determining the possibilities of obtaining a loan. If a referral partner submits a loan application and (a) the application or documents submitted are incomplete the referral partner will have 5 calendar days to make corrections or submit proper or incomplete information. If we do not receive that information within 5 calendar days; the application will become incomplete. (b) If a loan approval or pre-approval is provided to the referral partner; the referral partner will have five calendar days to close said transaction or submit the conditions required to close said transaction. If within five calendar days the documents to fund are not submitted the pre-approval and or approval will expire; (c) If the loan file is denied the application automatically becomes expired. (d) If a loan approval or pre-approval is provided to the referral partner and the referral partner does not communicate within 5 calendar days the approval or pre-approval is expired. (e) If a loan agreement, promissory note, or loan note is provided to the referral partner and the referral partner or the merchant does not accept the terms of the agreement or for any other reason the loan agreement is not executed by the merchant; the loan agreement will become expired in five calendar days. Referral partner must submit properly (f) applications and include all information on the application. Any missing information or omissions on applications may cause a delay in providing a credit decision or may cause an application to become expired. (g) If an application is submitted and there is missing documentation; missing documentation or incomplete documentation may cause a delay in providing a credit decision and may cause an application to become expired. If an application, denial, loan approval, pre-approval, or a loan agreement becomes expired the referral partner may need to (a) resubmit the application, provide missing information or documentation (h) or other actions may need to occur to revalidate the application, approval, or loan agreement. Any loan agreement that expires; may cause for loan terms, rates, and other factors to change from the original pre-approval, approval or loan agreement. (i) If there is an expiration that is caused by any of these actions within this agreement. If any of the situations described here occur; any other referral partner or broker of KGFA Capital and in good standing with KGFA Capital can close the transaction. Also, if we syndicate a transaction with one of our investors or funding partners and the agent waits for an expiration date with such entity who we have an agreement and then funds the transaction, you will be responsible for paying KGFA Capital 50% of those earnings. In the respective county and state within the United States you agree to severally confess judgment to the respective court in the favor of KGFA Capital Ventures LLC (the “Plaintiff”), for the sum of such commission by circumventing KGFA Capital. (j) If the agent becomes inactive and or we outreach to the client if the client has needs for additional funding that may benefit the merchant’s business and said agent on this agreement did not maintain contact with the client and we provide additional funding; we are under no obligation to pay any compensation to said agent, unless if the agent submits a new funding request for additional funding or an updates submission package. (k) We may offer additional services to the client that is not financing and we will be under no obligation to pay any earnings resulting from ancillary services. No commission will be owed to the undersigned referral partner after the expiration day. If the referral partner becomes inactive and the prospect obtains a loan after the agent became inactive, the client renews or refinances; KGFA Capital will not be obligated to pay any compensation to the referral partner.

15. Confidentiality Agreement. All information provided to you by KGFA Capital to include marketing materials, trade secrets, systems, and other information is to be kept confidential by the referral partner and cannot be utilized in any way, doing so will violate the terms of this agreement. You agree not to circumvent for a period of 1 (one) year with any of KGFA Capital’s employees, staff members, marketing representatives and or investors or funding channels.

16. Expenses. Referral partner will be responsible for any expenses incurred by it in connection with its performance under this Agreement. Referral partner is responsible for all marketing activities and or lead generation marketing. Referral can private label certain materials. If the referral partner utilizes any one of our company names; they can only use the materials that we provide to the client. If the client misuses or name or information for any purposes or utilizes or company names in a harmful manner you may liable for libel, slander, or any other civil actions.

17. Relationship of the Parties. Referral Partner will at all times be an independent contractor. Nothing in this Agreement will create a partnership, joint venture, or relationship of employment or agency between the Parties. Independent contractor will receive a 1099 annually.

18. Governing Law. This Agreement will be exclusively governed by the laws of the State of Florida and or the State of New York, without regard to its conflicts of law provisions.

19. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties and amendment or modification must be in writing and signed by both Parties. **DISTRIBUTION PARTNER/BROKER** (Please type the following fields and sign)

Company name: _____
 Doing Business As (if different from above or not incorporated): _____
 Printed Name: _____
 Address: _____
 Phone: _____
 Email: _____
 Authorized Signature: _____
 Date _____

KGFA CAPITAL VENTURES LLC (DBA) LENDINERO /LENDINERO INC.
 Authorized Signature: _____
 Date: _____

Please return this Agreement completed and signed via email to an authorized representative of Lendinero or to partnerships@lendinero.com or fax in to: 305-675-0149

Distribution Partner Information

Section 1: General Information

Full (Legal) Name/Owner: _____ (nickname) _____
 Home Address: _____
 Cell Number: _____ Email: _____
 Driver's License Number: _____ State Issued: _____
 Social Security Number: _____ Date of Birth: _____

Section 2: (B2B Partners or Independent Sales Organizations)

Company Name: _____
 Company Address: _____
 Cell Number: _____ Email: _____

- 1) What services does your company currently offer to business owners?
- | | | |
|--|--|--|
| <input type="checkbox"/> Daily/Weekly ACH Loans Only | <input type="checkbox"/> Commercial Real Estate Finance | <input type="checkbox"/> Business Loans |
| <input type="checkbox"/> SBA Loan Packaging | <input type="checkbox"/> Factoring/POF/AR Finance | <input type="checkbox"/> Equipment Finance |
| <input type="checkbox"/> Business Consulting | <input type="checkbox"/> Accounting Services | <input type="checkbox"/> Business Legal Services |
| <input type="checkbox"/> B2B Sales or Products | <input type="checkbox"/> Other Business Products/Services: _____ | |

- 2) Do you have an existing sales team of 5 agents? Yes or No
 3) Can you personally submit 5 new loan applicants per month? Yes or No
 4) Can your team of 5 agents submit 2 new applicants per month? Yes or No
 5) Will you recruit more agents during the next 3 months? Yes or No
 6) Do you charge clients an upfront fee for applying for a loan? Yes or No

***If you charge clients up-front fees your hold harmless KGFA Capital from any claims that may arise with a loan application that you submit to us. Any up-front fees or loan success fees are independent of KGFA Capital.*

- 7) Have you ever been arrested during the last 10 years? Yes or No
 If yes; what was the charge and the final outcome: _____

Depending on the severity of the charge; we may or may not approve this agreement.

- 8) Have you ever been fired or dismissed from any financial institution? Yes or No
 If yes; what was the charge and the final outcome: _____
 9) Have you ever filed for bankruptcy? Yes or No
 10) Do you hold any professional licenses? Yes or No
 11) Have you ever held any professional licenses that were revoked or suspended; such as a series 6, 7, CPA, mortgage brokerage licenses, etc? Yes or No
 If yes; what was the charge and the final outcome: _____

8) What Lenders do you currently do business with and are you in good standing with those lenders ? Yes or No

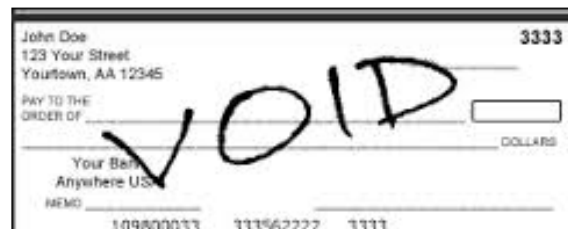
Lender Name _____
 Lender Name _____
 Lender Name _____

Section 3: ACH Form

We need a copy of a voided check for your personal or company account to pay you via ACH. Direct Deposit. This is to set you up on our direct pay program. Also, you can list this information:

Bank Name: _____ Account Type: _____
 Routing Number: _____ Account Number: _____

Section 4: Please Fill Out W9 Form (attached)



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
		-			-				
OR									
Employer identification number									
		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.