

Vendor Enrollment Form US Companies \$0 Fee to Enroll

Email to: partnerships@lendinero.com or e-fax: 305-675-0149

General Information:					
Business Name:					
Address:					
City:	State:		Zip:	 .	
Business Email for Vendor/Finance	e communications:				
Business Telephone:	Business	fax:			
Contact Person(s)					
Is there a specific contact person t	hat you will be assigning	n to handle co	ommunications from ou	r financial service	firm
Example: President, Director, Sale		-			
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Name:		Position:			
Email:					
		_ 0011/101			
Name:		Position:			
Email:					
Are there any specific products you if yes, please submit the following Product name and product of Cash price (we will calculate Picture Logo	ng: description	als for :	Yes	No	
Product Information additional Please list three (3) products that y	you intend to sell:				
Product 1:					
Name:			_ Average Price: \$		
Product 2:					
Name:			Average Price: \$		
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Product 3:					
Name:			Average Price: \$		
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Payment information:

Please provide a copy of a voided check for payments. In most cases, we will be able to pay you directly. If they don't qualify for our traditional equipment financing program; we will offer your customers a business line of credit or alternative financing. In this case we will draw up a special agreement to assure that you obtain payment. Please send a voided check to set you up on our direct ACH payment program. Every time your customer obtains an equipment loan with us; you will be paid directly via ACH.

Attach voided check



VENDOR FINANCING AGREEMENT

The VENDOR FINANCING	AGREEMENT (this <u>"Agreement</u> ") is entered into between KGFA CAPITAL VENTURES
L.L.C. owner of LENDINER(DINC. and its designee Lendinero aka and also referred here within as KGFA Capital, with its
principal place of business a	t: 7950 N.W. 53rd Street Ste. 337 Miami, FL 33166, and 244 5th Avenue W245 New York,
NY 10001	
	(vendor) dated as of
	("Referral Partner hereinafter known as Vendor" and together with Lendinero,
collectively, the "Parties").	

The Parties agree as follows:

- **1.Generally.** KGFA Capital Ventures LLC dba Lendinero is in the business of originating commercial and business loans. Referral Partner is in the business of selling equipment. In the course of undertaking such services, Vendor may submit equipment financing applications under a private label or introduce potential buyers who may need financing to purchase equipment from the vendor. to KGFA Capital Ventures LLC dba Lendinero for the purpose of such Potential Borrowers obtaining a commercial loan from KGFA Capital (a "Loan") for the purpose of purchasing equipment from the vendor.
- **2.Referrals and Financing Applications**. Vendor may refer a Potential Borrower or Buyer to KGFA Capital Ventures LLC dba Lendinero by either (a) submitting an application for the purpose of purchasing equipment from the vendor on behalf of such Potential Buyers/Borrower; or (b) causing such Potential buyer or borrower to submit an application for a Loan using a private label application or specific *Partner Link or submission method* provided to the Vendor by KGFA Capital Ventures LLC dba Lendinero (in either case, an "Eligible Referral Buyer for Equipment Financing").
- **3.Services to be Performed:** If Vendor is submitting a private label application, a Lendinero application or sending the referral, the vendor shall endeavor to refer prospective commercial customers ("Referrals") to Company based on Company's eligibility criteria. KGFA Capital Ventures LLC dba Lendinero shall determine, in its sole discretion, whether we will provide funding or any other service to the potential buyer and shall have the right to decline to provide funding or any other service to the potential buyer for any reason whatsoever.
- **4. Non-Exclusive** The Vendor is not exclusive to KGFA Capital Ventures LLC dba Lendinero. Vendor can work with other equipment financing providers, lease equipment companies and banks. Vendor shall not be the only or exclusive independent referral representative for Company and Company may, at its sole discretion, retain the services of other companies that provide financing for equipment.
- **6.Compensation & Payments.** The Vendor will be notified the status of all equipment loan applications and or referrals via an online or cloud-based database and have access to a proprietary database. The Vendor will be notified if the financing application was approved, denied, if the buyer accepted the financing, or if the customer rejected the financing offer. The vendor will receive payment (a) directly from the buyer/borrower or (b) from KGFA Capital Ventures LLC dba Lendinero.
- **7.Indemnification**. Vendor agrees to indemnify, defend, and hold harmless KGFA Capital Ventures LLC 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 vendor to KGFA Capital Ventures LLC being unfulfilled, false or misleading. If the Vendor submits applications on behalf of buyers or borrowers, without limiting the foregoing, vendor agrees to pay to KGFA Capital Ventures L.L.C. the amount owing on any loan that is not collected by KGFA Capital Ventures LLC, 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 vendor or any of its Representatives. If the vendor provides the referral and an agent of KGFA Capital Ventures L.L.C. dba Lendinero originates the loan application for the purpose of purchasing equipment from the vendor and the buyer defaults on the loan; the buyer will not be liable for the default.
- **8.** Buyer Consent to Review Personal Credit, Business Credit, and Other Consents This clause only applies if the vendor is submitting financing applications on behalf of its' buyers seeking equipment financing. For any financing Application submitted to KGFA Capital Ventures LLC dba Lendinero, vendor has the consent and proper authority from



the buyer (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 Capital Ventures LLC dba Lendinero, 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 Financing Application. Once the vendor submits the loan application via email, fax or online the vendor is giving KGFA Capital Ventures LLC and its funding channels, funding partners and or potential investors the right to obtain a credit reports for said borrower, buyer or merchant and the merchant or buyer cannot dispute the inquiry if a hard inquiry is incurred as part of the process. The vendor has an obligation to inform said merchant or buyer that a soft or hard credit pull may be conducted in connection with said 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 Ventures LLC to contact, such Merchant or buyer using the information provided in such Loan Application, including mobile telephone numbers (which, if provided to KGFA Capital, vendor represents it has obtained written consent from the Merchant or Buyer for KGFA Capital Ventures LLC to contact such Merchant or Buyer at such mobile telephone numbers), and (v) to represent the interests of such Merchant or Buyer in connection with such Loan Application (vi) if the loan application is received via email or fax to KGFA Capital Ventures LLC, retains authorization to submit the application on behalf of the vendor and the merchant to investors, funding partners, and credit analysts for the purpose of obtaining business funding including the vendors logo or our logos on such application. Vendor warrants that it will maintain and update all required authorizations from each Merchant so that KGFA Capital Ventures LLC 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. Vendor certifies and warrants that all information and documentation directly or indirectly transmitted or otherwise sent to KGFA Capital Ventures LLC by vendor in connection with any Loan Application is true, correct and complete in all respects.

- **9.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 vendor conducts illegal acts, there is loan defaults, and any other unethical business this agreement may be terminated. If we find out of any illegal activity and we reserve the right to conduct any background checks at any time and reserve the right to cancel if we feel that there is a high risk from the referral partner.
- **10.Compliance with Laws**. Vendor has and will comply with all local, state, and federal laws and regulations applicable to the conduct of its business.
- **11.Information**. All information provided to KGFA Capital Ventures LLC dba Lendinero by Vendor will be, to the best of the Vendor's knowledge, true, accurate, and correct.
- **12.Merchants, Confidential Agreement and Closing Periods** All information provided by the "Vendor" for any buyer, merchant or finance application will be kept confidential by KGFA Capital Ventures LLC dba Lendinero. KGFA Capital Ventures LLC does not resell information. 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 for the purpose of purchasing equipment. All information provided to you by KGFA Capital Ventures LLC dba Lendinero to include marketing materials, trade secrets, systems, and other information is to be kept confidential by the vendor.
- **13.Expenses.** Vendor will be responsible for any expenses incurred by it in connection with its performance under this Agreement. Vendor is responsible for all marketing activities and or lead generation marketing. KGFA Capital Ventures LLC dba Lendinero can provide marketing flyers for specific products, include vendor's logo and product information. The creation of those materials for the vendor as PDF or PNG files will be the responsibility of KGFA Capital Ventures LLC dba Lendinero.
- **14.Relationship of the Parties.** Vendor 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 at the end of each year if KGFA Capital Ventures LLC dba Lendinero paid the cost of the equipment directly or any commissions to the vendor.
- **15. 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.



16. 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.

VENDOR (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 authorize	ed representative of Lendinero

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