

Partner Fee Agreement

PARTNERS INFORMATION

Company Name:

Representative Name:

Email:

Phone Number:

Signup Checklist:

- Voided Check
- W9 Form
- Drivers License
- Signed Partner Agreement

Submission Checklist:

- Application
- 3 months of bank statements
- Debt schedule

Email the following to:

Download Debt Schedule

<https://goo.gl/jmpH4X>

Download Application

<https://goo.gl/qbGdnV>

PARTNER FEE AGREEMENT

THIS PARTNER FEE AGREEMENT (this "Agreement") made effective as of _____, is entered into by and between CAST CAPITAL LENDING, INC, a New Jersey Corporation, having its principal place of business at 265 West 37th Street, New York, NY 10018 (the "Company") and _____, having its principal business at _____ (the "Partner", and together with the Company, collectively the "Parties", and each individual, a "Party").

WHEREAS, Company is in the business of loaning money to and/or facilitating the creation of loans for small to medium size businesses for commercial purposes (the "Company Business"); and

WHEREAS, Partner desires to refer business loan opportunities to the Company.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Referral Relationship.

(a) The relationship of Company and Partner shall be that of an independent contractor engaged in marketing and promoting the Company Business to certain Potential Borrowers (as defined below). During the Term (as defined below), in consideration for the Fee (as defined below), on the basis of limited exclusivity and otherwise solely in accordance with the terms and conditions of the Agreement, Partner shall refer Potential Borrowers to Company for the purpose of obtaining a Business Loans (as defined below).

(b) In order to be considered for a business loan, Partner shall provide the Company, on behalf of each Potential Borrower (i) a duly completed Company Funding Application (as amended from time to time the "Funding Application"), and (ii) true, accurate and complete business bank statements for each of the immediately preceding six (6) months. For avoidance of confusion, if upon Company's review of the Potential Borrower's Funding Application, business bank statements, or other requested diligence items, Company determines the Potential Borrower does not adequately satisfy Company's funding criteria, then Company may decline the Potential Borrower's request for a loan and no fee shall be due hereunder to Partner.

(c) Partner agrees to use commercially reasonable efforts to assist Company in identifying Potential Borrowers through the promotion of the Company Business to Potential Borrowers. With respect to such a Potential Borrower introduced by Partner, Partner shall provide Company with such information related to Potential Borrower including, at minimum, the name and contact information of the Potential Borrower and his or her intended use of desired loan proceeds. Such contact information shall also include a telephone number, mailing address or email address, along with any relevant

information obtained regarding the Potential Borrower. Company shall have an Exclusivity Period (as defined below) of seven (7) business days (commencing on the date of Partner's introduction of the Potential Borrower to Company) to evaluate whether Potential Borrower is an appropriate candidate for a Business Loan; following the expiration of such seven (7) business day period (but no sooner), Partner may extend similar third party introductions to Potential Borrower.

(d) In conjunction with introducing Potential borrowers to Company, Partner shall perform such other responsibilities as reasonably agreed upon between the Parties from time to time (e.g., providing literature or other marketing materials related to the Company Business), but shall not participate in any manner in the underwriting or negotiation of any Business Loan nor shall Partner have any authority to commit Company to issue a Business Loan to any Potential Borrower. Any and all Company marketing materials so provided to Partner are and shall remain the Confidential Information (as defined below) of Company and Partner shall not revise, alter or modify same.

(e) Company acknowledges and agrees that Partner makes no representation or warranty about the credibility or sustainability of any Potential Borrower introduced to Company, and neither Company, nor any of its directors, officers, members, shareholders or employees, should in any way rely on Partner to perform any due diligence with respect to the creditworthiness or suitability of any Potential Borrower in determining whether to extend a Business Loan.

(f) Company shall base its decision to make a Business Loan solely on the basis of its own independent due diligence and review of facts and circumstance, and not on the analysis or recommendation of Partner or its employees. The interest rates, loan amount and related terms and conditions under which Company shall offer to extend any Business Loan shall be determined by Company in its sole discretion. Company shall control all discussions and negotiation regarding any proposed or actual offering of a Business Loan. Nothing in this Agreement shall obligate Company to actual offer a Business Loan to any Potential Borrower. Company may terminate any negotiations or discussions with a Potential Borrower at any time and has the right not to proceed with any Business Loan without any liability or obligations to pay the Fee or other compensation to Partner under Section 2 of this Agreement otherwise.

(g) Each Party shall defend, indemnify and hold harmless the other Party, and any of its directors, officers, shareholders, managers and members against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, incurred by or awarded against the other Party and arising out of or resulting from any breach of the first Party's obligations under this Agreement.

(h) Company reserves the right to engage additional businesses or individuals from time to time, directly or indirectly, to promote the Company's Business including,

without limitation, the identification and solicitation of Potential Borrowers for Business Loans.

(i) As used herein, each of the following terms shall have the following meanings, respectively:

(i) "Potential Borrowers" means any person(s) or company seeking a debt based funding arrangement to fund its commercial capital expenditures or business operations. For avoidance of confusion, Potential Borrower(s) shall not include any individuals seeking Consumer Credit as such terms is defined in Section 226.2 (a)(12) of the Truth in Lending Act, 12 CFR § 226.2 (2015).

(ii) "Business Loan" means debt funding extended by or through the Company for business, commercial or agricultural purposes.

(iii) "Exclusivity Period" means a period of seven (7) full business days, commencing on the first date of introduction between the Company and a third party and ending at midnight (12:00 AM) of the seventh (7th) consecutive business day thereafter.

2. Compensation.

(a) In consideration for the services rendered by Partner hereunder, Company shall pay to Partner as compensation (each such payment, a "Fee"), calculated only on the initial funding of the first Business Loan, but excluding processing fees and adjustments, made to a Potential Borrower actually and first introduced to Company by Partner.

(b) Company shall remit payment of the Fee to Partner within seven (7) business days following consummation of the subject Business Loan for which Partner's entitlement to the Fee arises.

3. Independent Contractor. Partner is an independent contractor of Company and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Partner and Company for any purpose. Partner has no authority (and shall not hold itself out as having authority) to bind Company and Partner shall not make any agreement or representations on Company's behalf without Company's prior written consent. Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Partner's behalf. Partner shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Partner in connection with the performance of Partner's employees or contractors and Partner shall be fully responsible for them and indemnify Company against any claims made by, against, or on behalf of any such employees or contractors.

4. Confidentiality. The Parties agree that the terms of this Agreement, the business and technical information developed or acquired by a Party, or entrusted by a third party to a Party, including, but not limited to, customer lists, names, contact information, address, telephone numbers, email address, product pricing, pricing strategies and pricing information, business plans, marketing materials, and all related trade secrets and intellectual property, as well as all information concerning Potential Borrowers and information of a business nature relating to the business operation of the Parties, including, as to the Partner, information about Potential Borrowers and other Nonpublic Personal Information (as defined below) which are disclosed in connection with this Agreement (the "Confidential Information") are confidential. The Parties shall not, without the express prior written consent of the other Party, use (except as contemplated by this Agreement) disclose or permit access to any such Confidential Information during the term of this Agreement and for a period of three (3) years thereafter. Each Party agrees to cause its employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such Confidential Information. The Parties agree that all Confidential Information shall at all times remain the sole property of the disclosing Party and shall be returned to the disclosing Party immediately upon demand or upon termination of any business relationship between the Parties. No rights or licenses, express or implied, are granted by the disclosing Party under any patents, copyrights, trade secrets or other proprietary rights of the disclosing Party as a result of or related to this Agreement. For avoidance of confusion, the obligations imposed upon either Party herein shall not apply to information: (i) which becomes available to the public through no wrongful act of the receiving Party; (ii) which may be published prior to the date hereof; (iii) which is already in the possession of the receiving Party and not subject to an existing agreement of confidence between the Parties; (iv) which is received from a third party without restriction and without breach of this Agreement or any other agreement of confidence; (v) which is independently developed by the receiving Party (without use of information provided hereunder); or (vi) which is disclosed pursuant to a requirement or request of a government agency or a court of competent jurisdiction and which information shall be disclosed only to the extent necessary to comply with such requirement or request.

5. Terms and Conditions.

(a) The Term of this Agreement commences on the date of this Agreement and shall continue for an initial period of one (1) year, unless and until earlier terminated as provided under this Agreement (the "Initial Term"). Upon expiration of the initial term, this Agreement shall automatically renew for additional successive one (1) year periods unless and until either Party provides Notice of Nonrenewal (as defined below) at least sixty (60) days prior to the end of the then current term or unless and until earlier terminated as provided under this Agreements (each a "Renewal Term" and, together with the Initial Term, the "Term").

(i) "Notice of Nonrenewal" means a written form of communication

indicating a party's desire to terminate this Agreement effective on a date certain (no earlier than the date immediately following the last day of the Term) and delivered either: (i) in person; (ii) by a nationally recognized next day courier service; or (iii) by first class, registered or certified mail, postage prepaid, in any case to the address of the Party specified in this Agreement or such other address as either Party may specify in writing. A Notice of Nonrenewal shall be effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements in this Section.

(b) At any time, for any reason, either party may terminate this Agreement by providing a Notice of Termination (as defined below) upon no less than sixty (60) days advance notice to the other Party.

(i) "Notice of Termination" means a written form of communication indicating a party's desire to terminate this Agreement effective on the date specified in the Notice of Termination and delivered either: (i) in person; (ii) by a nationally recognized next day courier service; or (iii) by first class, registered or certified mail, postage prepaid, in any case to the address of the Party specified in this Agreement or such other address as either Party may specify in writing. A Notice of Nonrenewal shall be effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements in this Section.

(c) In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon notice to the other Party, if the other Party: (i) fails to pay any amount when due under this Agreement and such failure continues for fifteen (15) business days after the other Party's receipt of notice or nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(d) Notwithstanding the expiration or sooner termination of this Agreement, Company shall nonetheless timely pay to Partner any due and unpaid Fee.

6. Representations, Warranties and Covenants.

(a) Partner represents, warrants and covenants to Company that:

(i) Partner is organized, validly existing and in good standing under the laws of its state of incorporation, organization formation or the like and the laws of the state of its principal offices as set forth above.

(ii) Partner has full authority and corporate power to enter into this Agreement and to perform its obligations hereunder.

(iii) This Agreement represents a valid obligation of Partner and is fully enforceable against Partner according to its terms, except where such terms may be held to be unlawful or unenforceable by a court of law with jurisdiction over the parties.

(iv) Partner shall comply with the terms of this Agreement, and with all applicable state and federal laws, rules and regulation in performing its obligations under this Agreement.

(v) This Agreement does not contravene or conflict with any other federal or state statute affecting Partner or any agreement to which Partner is a party.

(vi) Partner shall use its commercially reasonable efforts to cause its employees not to disparage, criticize, or negatively comment on the Company, its affiliates, and any of their services in a manner that is reasonably likely to negatively impact the likelihood that a Potential Borrower will become or will remain a customer of a Company.

(vii) Partner shall use commercially reasonable efforts to cause its employees not to take any action that could foreseeably impair Company's relations with potential Borrowers.

(b) Company represents, warrants and covenants to Partner that:

(i) Company is validly existing and in good standing under the laws of New Jersey.

(ii) Company has full authority and corporate power to enter into this Agreement and to perform its obligations hereunder.

(iii) This Agreement represents a valid obligation of Company and is fully enforceable against Company according to its terms, except where such terms may be held to be unlawful or unenforceable by a court of law with jurisdiction over the parties.

7. Limitation on Liability. Except for a breach of confidentiality under Section 4 of this Agreement, in no event shall either party be liable to the other Party be liable to the other party for any special, consequential, or indirect damages in connection with this Agreement.

8. Miscellaneous

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder must be in writing and addressed to the relevant Party at the address or email address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All such notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid) or via email with a confirmatory delivery receipt and read receipt. A notice shall be effective only: (i) upon receipt

by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and shall be construed in accordance with, the laws of the State of New Jersey, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of New Jersey, in each case located in the city of Jersey and County of Hudson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(c) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) Partner shall not assign transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Partner's prior written consent. This Agreement will inure to benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Agreement may be executed in duplicate counterparts, each of which is to be deemed an original but all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement exchanged electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement for all purposes.

(f) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) This Agreement constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral with respect to such subject matter.

(h) The Parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(i) Each Party represents that the individual executing this Agreement on its behalf has the requisite power and authority to do so and that this Agreement constitutes the valid and binding obligation of its corporation.

(j) In the event that either Party brings an action against the other party to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney fees, incurred in connection therewith, from the non prevailing party.

(k) Each Party will be excused from performance (other than obligations to make payments that have become due and payable, but only to the extent such Force Majeure Event (as defined below) does not prevent such payment) for any period and to the extent that it is prevented from performing any such obligation, in whole or in part, as a result of a Force majeure Event. If either Party is prevented from, or delayed in performing any of obligations hereunder by a Force Majeure Event, it will promptly, and no later than seven (7) days following the date on which the Force Majeure Event first occurs, notify the other Party of the occurrence of a fire, flood, earthquake, embargo, labor dispute, strike, act of sabotage, terrorism, riot, accident, delay of carrier or suppliers, act of God or by public enemy, or any other similar cause beyond such party's reasonable control (but expressly excluding voluntary or mandatory compliance with any applicable law) (each, a "Force Majeure Event").

IN WITNESS WHEREOF, the Parties have executed this Partner Fee Agreement as of the date first written above.

CAST CAPITAL LENDING, INC

New Jersey Corporation

By: _____

Name: _____

Title: _____

PARTNER SOURCE

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____