

Fundomate Partner Agreement

This One-Click Automated Funding Agreement (“Agreement”) is entered into as of _____ [___], 2021 (“Effective Date”) by and between Fundomate Technologies, Inc. (hereinafter, along with any of its subsidiaries, “Fundomate”) with its principal place of business located at 300 Continental Blvd, Suite 410 El Segundo CA 90245 and _____ hereinafter referred to as (“Partner”), with its principal place of business located at _____ (Fundomate and Partner are each referred to herein individually as a “Party” and together as the “Parties”).

Recitals

WHEREAS, Fundomate provides an online platform and proprietary software through which Merchants may request and obtain Funding;

WHEREAS, Fundomate offers future receivables purchase and sales agreements, merchant cash advances or other alternative funding products pursuant to which Fundomate purchases all of the Merchant’s rights, title and interests in and to a specified amount of the Merchant’s future sales in exchange for a discounted purchase price paid as a lump-sum cash amount up-front; and

WHEREAS, Partner may process payment card transactions on behalf of its Merchants and solicits and contracts with Merchants to deliver various other transaction processing services and products; and

WHEREAS, Partner wishes to market the Services and Products to its Merchants via a platform created by Fundomate known as “One-Click Automated Funding Solution” whereby Fundomate shall provide Partner with either (i) a “white label” website to market Fundomate’s Product whereby the end-user interface will show Partner’s name instead of Fundomate’s name, or (ii) a “co-label” website to market Fundomate’s Product whereby the end-user interface will show Partner’s name along with the words “Powered by Fundomate”, but all of the Services and Products will be those of Fundomate, upon and subject to the terms and conditions contained herein; and

WHEREAS, Partner wishes to market the Services and Products to its Merchants via a platform created by Fundomate known as “Real Time Banking Solution” whereby Fundomate shall provide Partner with a (i) “white label” neobanking dashboard to market Fundomate’s Product whereby the end-user interface will show Partner’s name instead of Fundomate’s name (ii) “co-label” website to market Fundomate’s Product whereby the end-user interface will show Partner’s name along with the words “Powered by Fundomate”, but all of the Services and Products will be those of Fundomate, upon and subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows.

Agreement

1. Definitions

Specific Words or Phrases. For the purposes of this Agreement, each word or phrase listed below has the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used.

“Agreement” means this One-Click Automated Funding Agreement and any Exhibit attached hereto, as may be modified, amended, supplemented, or otherwise changed only with written agreement from Fundomate.

“Alternative Product” means Funding provided to a Referred Merchant whereby Fundomate gets paid by the Merchant via ACH debiting of the Merchant’s bank account and not via the payment processing Split of the Partner.

“Commissions” means payments made to Partner by Fundomate in connection with a Funded Merchant’s final execution of a Funding Agreement.

“Documentation” means any operator and user manuals, training materials, technical materials, and other materials provided to Partner by Fundomate.

“Effective Date” means the date first written above.

“Eligible Funded Merchant” means, as of any given date, any Funded Merchant that has, on that date, or has had, within the six (6) month period prior to such date, any sold but unremitted Receivables deliverable to Fundomate.

“Force Majeure Event” means a circumstance beyond a Party’s reasonable control, including, but not limited to, fire or other casualty; acts of God; floods; explosion; earthquake; extraordinary weather conditions not reasonably foreseeable by the Party; condemnation; court orders, Laws of government or military authorities; war; riots; civil disorders; acts of terrorism; rebellions or revolutions in any country; but excluding any circumstances attributable to the financial inability of the Party to perform or procure performance. For the sake of clarity, (i) a third party claim that any system, service or third- party material provided to Partner or used by Fundomate to provide the System or Services infringes or violates such third party’s intellectual property rights, or any resulting order, judgment or settlement relating to such claim, shall not constitute a Force Majeure Event and shall not relieve Fundomate of any of Fundomate’s obligations under this Agreement; (ii) a labor dispute, strike, lockout or action of a labor union shall not constitute a Force Majeure Event and shall not relieve Partner or Fundomate of any of Partner’s or Fundomate’s respective obligations under this Agreement; and/or (iii) a particular Force Majeure Event shall not relieve Partner or Fundomate of their respective obligations to comply with business continuity plans or from their respective obligations under this Agreement to the extent that the business continuity plans are intended to allow Fundomate and Partner to continue their respective business operations notwithstanding the particular Force Majeure Event.

“Funded Merchant” means a Referred Merchant who enters a Funding Agreement with Fundomate and to whom Fundomate makes a Payment during the Term.

“Funded Amount” means the amount that is funded to a Referred Merchant.

“Funding” means capital in any form, regardless of the source of funds offered, made available or provided to a Merchant by Fundomate based on such Merchant’s future receivables or sales.

“Funding Agreement” means a contractual agreement by and between a Referred Merchant and Fundomate under which the Merchant agrees to the terms and conditions of Fundomate’s offered Products and Funding.

“Funding Notice” means Fundomate’s written or electronic notice to Partner that a Referred Merchant has successfully obtained Funding.

“Laws” means all applicable federal, state, and local laws, statutes, rules, codes, directives, regulations, and ordinances.

“Losses” means all losses, liabilities, damages, and claims, and costs and expenses relating to such losses, liabilities, damages, and claims (including reasonable costs and/or expenses of investigation, litigation, or other dispute resolution proceedings).

“Merchant” means any customer to which the Partner provides payment card processing services during the Term.

“Merchant Data” means all information about Partner’s Merchant customers, including revenue generating data, obtained by Partner in connection with the provision of its processing services including, without limitation, names, addresses, telephone numbers, account numbers, customer lists, account relationships, and demographic, financial and transaction information. Where applicable and in context, Merchant Data can also include data obtained by Fundomate in connection with a Referred Merchant’s use of the Services and Products under this Agreement.

“MPA” means the merchant processing agreement between the Partner and Merchant in effect during the Term.

“One-Click Funding” means a Merchant receiving funding through the clicking on a response to an email or a text message or via any other format, so long as it does not involve a sales representative and is not funded using an Alternative Product.

“Opt-In Merchant” means a Referred Merchant that has registered an account through Fundomate’s online Platform via a response to an email or a text message.

“Partner” means any legal entity that agrees to provide Merchant Data and/or Merchants to Fundomate for Fundomate to market and/or provide Products and/or Services to,

“Payment” means any discounted purchase price paid to a Merchant as a lump-sum cash amount by Fundomate in connection with a duly executed Agreement between Merchant and Fundomate.

“Post-Term Survival Period” means the period after the Term during which a Funded Merchant has any sold but unremitted Receivables pursuant to any Funding Agreement.

“Products” means any future receivables purchase and sales agreements, merchant cash advances, other alternative funding products, or debit card offerings and neobanking solutions which Fundomate may offer to Opt-In Merchants through Fundomate’s Services and pursuant to which Fundomate purchases all of the Merchant’s rights, title and interests in and to a specified amount of the Merchant’s future sales in exchange for a discounted purchase price paid as a lump-sum cash amount up-front.

“Receivables” means a specified amount of the Merchant’s future sales as processed by the Partner.

"Referred Merchant" means a Merchant who is referred to Fundomate Services by the Partner via the Merchant Data provided by Partner, either through the Website, or otherwise.

"Services" means Fundomate's proprietary software and online platform which Referred Merchants may use to obtain Funding bids from Fundomate or debit card offerings and neobanking solutions.

"Split" means the mechanism whereby the payment processor shall cause payment transactions to the Merchants to be automatically split whereby a certain percentage of each payment transaction will go towards paying Fundomate their percentage of receivables that they have purchased from the Merchant.

"Sub-customer" means any potential Services user that is brought into the network via virtual Merchant payment or contact with Referred Merchant through the Services.

"Term" means the effective period of this Agreement as set forth in Section 13.

"Website" means the website created by Fundomate [that is connected to Fundomate's servers/interface] for the purpose of allowing [Partner]/[Fundomate] to market the Products to the Referred Merchants under the Partner's name or a "White Label" [Partner]/[Fundomate] to market the Products to the Referred Merchants as Partner's product that is powered by Fundomate, or a "Co-Label"]

2. Obligations of the Parties.

2.1 Merchant Data Fundomate Services; Partner Account; Monitoring and Notification.

a) Partner agrees to provide Fundomate with continual and unlimited access to any and all of its Merchant Data that has potential use towards generating revenue via any form of Funding.

b) Upon Fundomate's request, Partner agrees to and will change the bank account the Merchant uses to receive processing settlements, provided that the merchant has submitted a "BANK ACCOUNT CHANGE AUTHORIZATION AGREEMENT" to Fundomate and the "BANK ACCOUNT CHANGE AUTHORIZATION AGREEMENT" has been made available to Partner. The authorization shall be irrevocable without the written consent of Fundomate.

c) Fundomate agrees to fully protect all Merchant Data, not to share such Merchant Data with any parties that are not affiliated with Fundomate, and to use the Merchant Data solely for the purpose of selling and marketing Funding to Referred Merchants.

d) Fundomate agrees not to contact any Referred Merchant for any purpose other than to sell and market Funding for which Partner shall be compensated per the terms of this Agreement, or to maintain the integrity of any executed Funding Agreement.

e) Fundomate agrees to build and maintain the Website.

f) Partner agrees to facilitate Fundomate's sending of targeted email marketing and other forms of marketing of the Product and to send out appropriate marketing material to the Referred Merchants (the "Marketing").

g) Fundomate agrees to identify the appropriate Referred Merchants to whom to send the Marketing. However, Fundomate shall send an individual Referred Merchant no more than twice-weekly emails, and for a period not to exceed the term of this Agreement.

h) Fundomate agrees to service the successfully Referred Merchants, the Opt-In Merchants and the Funded Merchants by (i) releasing the Funded Amount to the Referred Merchants, (ii) ensuring that the Split is functioning correctly and that Fundomate is being paid the money owed for the Product, and (iii) that the correct percentage of such Funded Amount shall be credited towards the Partner Account.

i) Partner agrees to use all available resources and efforts in arranging for the setup of the Split for Fundomate and the Merchants, including contacting the relevant processor(s) where applicable to ensure the success of this Agreement, and so that the processing company can coordinate with Fundomate as to what percentage of the Funded Amount that should be released daily to Fundomate.

j) Fundomate agrees to provide Partner with an account on its online platform (“Partner Account”) and unique login credentials to access the Partner Account. The Partner shall use its Partner Account to monitor current status reports for each successfully Referred Merchant, Opt-In Merchant and Funded Merchant.

k) Partner agrees to use commercially reasonable efforts to monitor its Partner Account to remain informed about the status of each successfully Referred Merchant, Opt-In Merchant and Funded Merchant.

2.2 Fundomate shall engage a staff of customer service professionals that will engage with Opt-In Merchants to assist with the Merchant’s access to Funding, and the ability to keep the engagement with the Merchant as automated as possible. Only if an Opt-In Merchant does not enter into a Funding Agreement via the One-Click Funding or with the limited assistance of customer service, then Fundomate’s sales team will reach out to the Merchant via phone, text or otherwise, in an attempt to sell the Product.

2.3 For any merchant managed, followed up, and or closed by the Fundomate sales team. Fundomate shall have the right, both during and after the Term, to contact any Opt-In Merchant or Funded Merchant in connection with providing the Services.

2.4 Exclusivity. This Agreement is not Fundomate’s exclusive arrangement with providers of payment services. Partner acknowledges and agrees that Fundomate may provide Services for third Parties and nothing in this Agreement will impair Fundomate’s right to provide the same or similar Services for any third Party as the Services contemplated by this Agreement. However, Partner will not solicit, advise, encourage, direct, other funding sources or programs, for any merchants that opt in or are funded through Fundomate for a period of one year from opt in or funded date

2.5 Right to Market to Sub-customers. Fundomate owns the Sub-customer relationships generated via neobanking solutions. Partner has the right to market to Sub-customers via Fundomate provided marketing services so long as the Partner does not market any products that may compete with Fundomate’s Products or Services.

2.6 Press. Upon execution of contract, both parties are granted the right to publicly announce the partnership via industry and non-industry channels.

3. Preferred Provider.

Partner shall market, promote, and advertise the Product. For purposes of this Agreement, “Funding” shall mean capital (in any form and regardless of the source of funds) offered, made available or provided to a Merchant based on such Merchant’s future receivables, sales or otherwise.

4. Optional Funding Arrangements; Commissions.

Revenue Sharing; Investment Option In consideration for complying with its obligations per paragraph 2.1, Partner shall be compensated as follows:

a) One-Click Funding. For Funded Merchants through One-Click Funding, Partner shall be compensated by splitting the net profits with Fundomate 50/50, after deducting the variable cost of capital, also referred to as “cost of risk” (outlined in Exhibit B - Underwriting Criteria), but shall not include a split of the Admin Fee. With regard to the aforementioned, the following shall apply:

i. Partner shall receive their percentage of the net profits to the Partner Account after Fundomate has disbursed the Funding Amount to the Funded Merchant and the Funded Merchant has remitted a minimum of three (3) payment towards the Payback Amount to Fundomate.

ii. Disbursements of funds from the Partner Account to the Partner’s designated bank account shall take place within fourteen (14) days of the Friday of the week in which a Funded Merchant has received the Funding Amount.

iii. Fundomate agrees to pay Partner a one-time promotional payment of one (1) dollar for each Referred Merchant with a complete set of processing data & personal identifiable information (PII) as requested by Fundomate.

iv. For Funded Merchants through Product and Service related to the neobanking or debit card solutions, Partner shall be compensated by collecting fifty percent (50%) of the net interchange revenue received by Fundomate for all transactions completed within the neobanking interface.

b) Alternative Product; Sales Team Intervention. If a Merchant executes a Funding Agreement only after the interactions of an individual or individuals on Fundomate’s sales team, or (B) a Merchant does not qualify for One-Click Funding and Fundomate must find a Funding Partner which shall provide the Alternative Product, Partner shall only be entitled to its portion of the Commissions as set forth in Exhibit A.

5. Marketing; Administrative Fee.

5.1 Each Party grants to the other Party, during the Term, a nonexclusive, limited license to use, the other Party’s name, logos, trademarks and service marks (collectively “Marks”) in marketing materials for the sole purpose of promoting and referring Merchants to the other Party according to the terms of this Agreement; provided, however, that a Party desiring to use the other Party’s Marks for any purpose other than fulfilling its obligations under this Agreement will first obtain the other Party’s prior written approval of such marketing materials, which approval will not be unreasonably withheld. Neither Party shall use any materials or text from any marketing material of the other Party, including but not limited to web sites, without the prior written approval of the other Party. Partner may represent itself in its sole discretion to Merchants as an “Independent Sales Consultant of Fundomate.”

5.2 Partner acknowledges that Funding Providers may charge Funded Merchant a one-time administrative fee in connection with the Funding (the “Admin Fee”) which shall be exclusively earned by Fundomate and for which Partner shall not be entitled to compensation. Partner shall not charge any fees or collect any fees from a Merchant in connection with Partner’s performance of its obligations under this Agreement, Fundomate’s provision of the Services or any Agreement between Fundomate and a Funded Merchant.

6 Non-Solicitation; Fundomate Protection of MPA.

6.1 During (i) the Term with respect to all Funded Merchants and (ii) after the Term with respect to each Funded Merchant who has any sold but unremitted Receivables pursuant to any Funding Agreement (the “Post-Term Survival Period”), Partner agrees that it shall not, directly or indirectly, solicit, advise, encourage, direct or contract with such applicable Funded Merchants to breach, terminate, interrupt, or close out any Funding Agreement.

6.2 During the Term, Fundomate shall not directly, indirectly, or knowingly solicit, advise, encourage, direct, or contract with any Merchant to breach or terminate such Merchant’s MPA or refer any Merchant to another payments processor or sell the Merchant any products that are not directly connected to Funding.

6.3 Further, on all Merchants managed, followed up, and or closed by the Fundomate sales team, during and after the Term, Partner shall not, directly solicit, advise, encourage, direct or contract with any Eligible Funded Merchant for the provision or referral of any Funding product or Funding service other than Fundomate Services and Products.

7. Confidentiality.

The Parties agree that the terms of this Agreement are confidential. The Parties agree and acknowledge that (i) all Merchant Data provided to Partner by its Merchant customers pursuant to Partner’s MPA and used by Partner in connection with the marketing and promotion of the Services and Products pursuant to the terms and conditions of this Agreement shall constitute confidential information of Partner; and (ii) all Merchant Data provided to Fundomate by a Referred Merchant, Opt-In Merchant or Funded Merchant in the course of using the Fundomate Services shall constitute confidential information of Fundomate. Except as expressly permitted by this Agreement, neither Party shall, except as required by applicable law or with the express written consent of the other Party, use, disclose or permit access to any of the other Party’s confidential information during the Term and for three (3) years thereafter. If a Party receives any written demand requesting confidential information of the other Party, such Party shall promptly provide written notice to the other Party of such demand and cooperate in obtaining a protective order or other appropriate remedy. In the event that a Party ultimately becomes legally compelled to disclose any confidential information, such Party will furnish only that portion of the confidential information specifically requested that is legally required to be disclosed.

8. Representations and Warranties.

Each Party represents and warrants as to itself to the other Party that the statements contained in this Section 8 are true, correct and complete as of the date hereof: (a) it has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereunder; (b) upon execution, this Agreement will constitute its valid and binding obligation, enforceable in accordance with its terms; (c) the Party does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Person in order for the Parties to consummate the transactions contemplated by this Agreement; (d) the Party was solvent before, and will be solvent after, the consummation of the transactions contemplated hereunder; and (e) no order has been entered or petition presented by the Party for its winding up, insolvency, liquidation, or bankruptcy. Each Party will comply with all applicable federal, state and local laws, rules and regulations with respect to the activities of such Party contemplated by or undertaken in connection with this Agreement.

9. Independent Contractor; Taxes and Fees.

Each Party will act as an independent contractor of the other Party and will not be considered or deemed to be an agent, employee, partner or joint venture partner of the other Party. Each Party will have no authority to contract for or bind the other Party in any manner (including with respect to Funding Agreements and MPAs) and will not represent itself as an agent or employee of the other Party. Each Party bears full responsibility (and the other Party will have no liability whatsoever) for any and all federal and state taxes, employment taxes, FICA and FUTA, unemployment insurance taxes, business expenses and any other required taxes, assessments or other fees arising in connection with such Party's business or the performance of its obligations hereunder.

10. Indemnification

During the Term and throughout the Post-Term Survival Period, each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party, its officers, directors, employees, successors and assigns (collectively, the "Indemnified Parties"), in respect of any third-party losses, damages, liabilities and expenses (including reasonable attorneys' fees)(collectively, "Losses") incurred or suffered by any of the Indemnified Parties with respect to claims instituted by any third Party ("Third Party Claim") resulting from (a) any fraud or material misrepresentation of the Indemnifying Party contained in this Agreement, or (b) any material breach by the Indemnifying Party of any of its obligations, covenants or other agreements pursuant to this Agreement. In addition, Partner will defend, indemnify and hold harmless Fundomate and its Indemnified Parties in respect of any Losses incurred or suffered by Fundomate or any of its Indemnified Parties with respect to any Third Party Claims resulting from the use of the Merchant Data, the marketing and solicitation of Partner's Merchants, or any fraud, material misrepresentation or material breach of Partner's obligations under any MPA entered into by Partner with any Funded Merchant or under any Agreement between Partner and a Funding Partner in connection with a Funding Agreement. This Section 10 constitutes the Indemnified Parties' sole and exclusive remedy, and the Indemnifying Party's sole and exclusive liability, for monetary damages in respect of the matters indemnified under this Section 10.

11. Limitation of Liability.

Except for an indemnification obligation pursuant to Section 10 of this Agreement, and except with regard to the Investment Option whereby Fundomate's liability is governed by the terms of a separate Investment Agreement, the cumulative aggregate liability of Partner or Fundomate for all Losses for claims brought under this Agreement shall be limited to the actual, direct, out-of-pocket expenses that are reasonably incurred by such Party and shall not exceed the lesser of (a) the aggregate amount of compensation paid to Partner by Fundomate pursuant to this Agreement during the Term, or (b) the product of (x) the average of one month's compensation paid to Partner by Fundomate over the most recent twelve (12) months, by (y) the number twelve (12). NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THE PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.

12. Injunctive Relief.

The Parties agree that, in the event either Party breaches or threatens to breach Sections 2, 5, 6, 8, 9, 10 or 11 of this Agreement, the damage or imminent damage to the non-breaching Party its business and goodwill would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. It is accordingly agreed that Partner and Fundomate (as applicable), in addition to any other remedy to which it may be entitled in law or equity, will be entitled to an injunction or injunctions to prevent breaches of the above referenced sections of this Agreement and to compel specific performance of this Agreement in accordance with its terms and conditions, without the need for proof of actual damages or the posting of a bond.

13. Term and Termination.

The term of this Agreement will commence upon the Effective Date and will continue in effect for one (1) year and will automatically renew for successive one-year terms, unless earlier terminated pursuant to the terms of this Section 13 (the "Term"). This Agreement may be terminated as follows:

- (i) either Party may terminate this Agreement immediately by giving written notice to the other Party at any time in the event such other Party has materially breached any representation, warranty, obligation, covenant or other agreement contained herein, has notified in writing such other Party of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach (or in the case of a breach of Section 8 hereof, 7 days); and
- (ii) either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least ninety (90) days prior thereto. With the exception of Sections 4, 6, 7 and 8, which will survive in accordance with their respective terms and Sections 10-14, which will survive indefinitely, in the event of termination of this Agreement, this Agreement will become void and of no further force or effect.

14. GENERAL TERMS.

14.1 Compliance with Laws. Both Parties will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Services and Products.

14.2 Force Majeure. A Party is not liable under this Agreement for non-performance caused by a Force Majeure Event, as defined in Section 1, if the Party makes reasonable efforts to perform. Either Party may terminate this Agreement on written notice to the other Party if the Force Majeure Event continues more than thirty days.

14.3 Relationship of Parties. The Parties understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither Party is the representative of the other Party for any purpose and neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

14.4 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified immediately below or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered.

Fundomate Technologies, Inc.:
300 Continental Blvd, Suite 410
El Segundo CA 90245
ATTN: Partner Dept. / Legal Dept.

PARTNER LEGAL NAME:

[Address Line 1:]

[Address Line 2:]

[City/State/Zip:]

[ATTN:]

14.5 Assignment Except as described herein, Partner understands that this contract for services is personal to Partner, and Partner may not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Fundomate. Upon written notice to Fundomate, Partner may assign this Agreement to an Affiliate or a successor in interest in the event of a sale or merger of Partner. Any attempted assignment in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and permitted assigns.

14.6 Entire Agreement; Waiver This Agreement together with the attached Exhibit(s) constitutes the entire agreement between the Parties relating hereto and will supersede all prior agreements and understandings concerning the subject matter hereof. This Agreement may not be changed except in writing and signed by both Parties. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

14.7 Provisions Found Invalid In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

14.8 Construction This Agreement will be fairly interpreted in accordance with its terms, without any strict construction in favor of or against either Party.

14.9 Headings/Titles Titles or headings used in this Agreement are solely for ease of reference and do not and shall not control the meaning or interpretation of any provision herein.

14.10 Governing Law; Venue This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Los Angeles County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Los Angeles, California. If a Party initiates any proceeding regarding this Agreement, the prevailing Party to such proceeding is entitled to reasonable attorney fees and costs for claims arising out of this Agreement.

14.10 Governing Law; Venue This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Los Angeles County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Los Angeles, California. If a Party initiates any proceeding regarding this Agreement, the prevailing Party to such proceeding is entitled to reasonable attorney fees and costs for claims arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

AGREED AND ACCEPTED:

FUNDOMATE TECHNOLOGIES, INC.

[PARTNER LEGAL NAME]

By:	_____	By:	_____
	(Signature)		(Signature)
Print:		Print:	
Name:		Name:	
Its:	_____	Its:	_____
	(Position)		(Position)
Date:	_____	Date:	_____
	(Month) (Day) (Year)		(Month) (Day) (Year)

Exhibit A: Commissions

1. Funding Partner: Any provider of future receivables purchase and sales agreements, merchant cash advances or other alternative funding products to whom Fundomate submits a Referred Merchant's information and request for Funding, which shall include Fundomate and its subsidiaries.

2. Funding Agreement: means a contractual agreement by and between a Referred Merchant and Fundomate under which the Merchant agrees to the terms and conditions of Fundomate's offered Products and Funding. subsidiaries.

3. Commissions: Upon and subject to the terms and conditions of Exhibit A and the other provisions of this Agreement, in consideration for referrals of Funded Merchants and Partner's marketing and the promotion of the Services to its Merchants, Fundomate will pay Partner a portion of the Commissions received by Fundomate as set forth in the Paragraphs Below.

4. Calculation of Commissions:: With respect to a Referred Merchant that obtains Funding from a Funding Partner through Fundomate's Services, Fundomate agrees to pay Partner a percentage of the Commissions paid to Fundomate by Funding Partner as set forth in Section 2.1 below. Partner may dispute the calculation of any component of Commissions with respect to a Referred Merchant or within Thirty (30) days of Fundomate's payment thereof by providing Fundomate with written notice describing the dispute in reasonable detail. Partner's failure to so notify Fundomate of a dispute regarding any component of Commissions within Thirty (30) days of Fundomate's payment thereof will waive and bar the dispute absent Fundomate fraud or willful misconduct.

4.1 All Referred Merchants that get Funding through One-Click Funding, the Alternative Product, or who are followed up, managed, and/or closed by the Fundomate sales team, Fundomate agrees to pay Partner fifty percent (50%) of Commissions generated directly or received from such Funding Partner. **

** All commission splits between Fundomate and Partner as outlined in paragraph 2.1 are calculated after Fundomate's closer is paid a maximum 20% fee of the Commissions received by Fundomate, in the case that a Fundomate closer is paid to close and process funding.

5. Payment Timeframe Fundomate will pay Partner's portion of each Commission that is due Partner with respect to a successfully Funded Merchant, within ten (10) business days after Fundomate receives a Commission payment from a Funding Partner subject to the terms and conditions of the agreement between Fundomate and the applicable Funding Partner.

6. Renewals Upon a Funded Merchant's Renewal of a Funding Agreement with a Funding Partner, Fundomate will pay Partner's portion of each Commission Due Partner according to the terms of this Exhibit A.

7. Commission Clawbacks: Partner acknowledges that the future sales of a Funded Merchant due to a Funding Partner pursuant to a Funding Agreement may be subject to a number of Commission Clawbacks due to a Funding Merchants default or otherwise. Any Commission Clawback that occur under this Agreement, whether as a result of Partners action or inaction, or otherwise, will at Fundomate's sole discretion either (a) be offset against any payment Fundomate owes to Partner at any time, or (b) be debited from Partner's bank account through an ACH by Fundomate. The Commission Clawbacks are limited to within 60 days from the date of Funding. Further, the Clawback is applicable to only the Commission the Partner was paid.

8. Authority to Modify. Fundomate may modify the terms of this Exhibit A, including the calculation of Commission.

Exhibit B: Underwriting Criteria

All funding applications will be evaluated on at least the following factors:

Credit factors

- Min credit score threshold
- Max utilization threshold
- Max past due amount threshold
- Max inquiries in the last 30 days threshold

Bank account factors

- Minimum monthly deposits amount: \$5,000
- Minimum monthly deposits #: 4
- Max avg negative days threshold
- Max negative days for the previous month threshold
- Min avg daily balance (ADB): \$1,000
- Limit on stackable and non-stackable positions

Business / Background:

- Bankruptcy search
- Tax Lien search on principal and business Judgments search

For all paper types the partner, at its discretion, can add an up-sell of up to 16pts, which is going to be split equally with Fundomate per the revenue share agreement.

*Fundomate reserves the right to update paper type definitions at its sole discretion and will notify partners in writing within 2 business days of any update.