



# ARSENAL

## **Follow the instructions below to complete the Contractor Referral Agreement**

### **Step 1**

#### **REVIEW THE AGREEMENT**

Please review the agreement and initial the bottom of each page that does not require a signature.

### **Step 2**

#### **SUBMIT DOCUMENTS**

Please return the following documents with the signed agreement.

- ☐ Copy of signers photo ID
- ☐ Copy of voided check or bank account verification letter from bank
- ☐ W-9



# ARSENAL

## Contact Information:

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

Primary Email \_\_\_\_\_ Alternative Email \_\_\_\_\_

## Please complete this section if you are an individual:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Office Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Please complete this section for a business entity:

Business Legal Name \_\_\_\_\_ DBA Name \_\_\_\_\_

Type of entity ☐ Corporation ☐ Limited Liability Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Other

Legal Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

DBA Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Federal Tax ID \_\_\_\_\_ State of Incorporation / Formation \_\_\_\_\_

Principal/Owner Name #1 \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_

Principal/Owner Name #2 \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_

## Contractor Referral Agreement

This Contractor Referral Agreement (the "Agreement") is made and effective as of \_\_\_\_\_ (the "Effective Date") by and between, Prosperum Capital Partners LLC dba Arsenal Funding, located at 8 West 36<sup>th</sup>, 7th Floor, New York, New York 10018 ("Company") and \_\_\_\_\_, located at \_\_\_\_\_ ("Contractor"). Company and Contractor are each referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, Company is in the business of purchasing the proceeds of sales made by Merchants ("Future Receivables"); and

WHEREAS, the Contractor desires to refer Merchants to the Company in accordance with the terms set forth in this Agreement. NOW,

THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definitions. As used herein, the following terms shall have the meanings set forth below:

"Active Merchant" shall mean any Merchant who the Company purchased Future Receivables from that has, or within the preceding six (6) months has had an outstanding balance of Future Receivables owed to Company under a Receivables Purchase Agreement.

"Factor Rate" shall represent the pricing factor at which the Company actually purchased the Future Receivables from a Funded Referred Merchant as set forth in a Receivables Purchase Agreement.

"Funded Referred Merchant" shall be any Merchant that received the Purchase Price under a Receivables Purchase Agreement.

"Merchant(s)" shall mean a business entity that has previously, currently, or may potentially sell Future Receivables to the Company.

"Merchant Cash Advance" shall mean the purchase of the Merchants Future Receivables by the Company subject to the terms of a Receivables Purchase Agreement between the Company and the Merchants.

"Minimum Factor Rate" shall represent the minimum pricing factor at which the Company would potentially purchase the Future Receivables of a specific Merchant.

"Purchase Date" shall be the date that the Company schedules the Purchase Price, as set forth in a Receivables Purchase Agreement, to be paid to a Merchant.

"Purchase Price" shall mean the amount being paid to a Merchant, as set forth in a Receivables Purchase Agreement, in exchange for the Future Receivables. The Purchase Prices is also referred to as the "Funded Amount" or the "Advanced Amount".

"Receivables Purchase Agreement" shall mean the specific agreement between the Company and the Merchant(s) that effectuates the sale of Future Receivables.

2. Role of Parties. Nothing in this Agreement or either Party's performance hereunder shall be construed to create any partnership, joint venture, or relationship of principal and agent or employer and employee between Company and Contractor or any of their respective affiliates or subsidiaries. Contractor and Company are and shall remain independent, and therefore, neither party will have the power to direct and control the day-to-day activities of the other. As such, neither Contractor nor any employees, agents or affiliated persons of Contractor shall be entitled under any circumstances to employee benefits of Company. Contractor shall be responsible for paying all income taxes and other taxes charged to Contractor based on compensation earned hereunder. Contractor agrees to complete and return an IRS Form W-9, or other similar tax reporting form, as may be reasonably requested by Company. All financial and other obligations associated with Contractor's business are the sole responsibility of Contractor.

3. Contractor Responsibilities. Contractor shall accurately promote and refer Merchants to Company in strict compliance with the terms of this Agreement. Contractor shall have no actual or apparent authority to make any commitments whatsoever on behalf of Company, or to bind the Company to any transaction, agreement or any other commitment. Contractor shall not hold itself out as an agent or representative of the Company, or in any way as an entity authorized to act for or on behalf of the Company.

4. Contractor Responsibility for Agents. Contractor agrees that its employees, agents, and others engaged with or acting for the Contractor, will be trained and monitored with respect to all their activities in referring Merchants to the Company. Contractor is responsible for any actions taken by its employees, agents, and others engaged with or acting for the Contractor, and such actions will be construed as an action taken by Contractor and will be subject to the terms and conditions outlined within this Agreement. Contractor specifically acknowledges that Company shall not be liable for any payments due from Contractor to its employees, agents, and others engaged with or acting for the Contractor for any reason, including, but not limited to, commissions paid to such persons.

5. Services of Company. Contractor shall accurately describe the Company when marketing or referring Merchants to

Company. In order for Company to review a Merchant who is referred to Company, Contractor shall furnish to Company all application information submitted by such Merchant. Company specifically reserves the right in its sole and absolute discretion to reject any application or agreement of a Merchant for any reason, including, but not limited to credit approval. Under no circumstances shall Company be responsible to Contractor or any other party for Company's failure to purchase Future Receivables from any Merchant, or for Company's delay in purchasing Future Receivables from Merchants.

6. Information. If it becomes aware, Contractor shall communicate to Company any material, legal, financial, or business changes with respect to any Merchants referred to Company by Contractor, including but not limited to Funded/Referred Merchants. Such changes may include, but are not limited to changes in ownership, key personnel, business, organizational structure, a Funded Referred Merchant's breach of its Receivables Purchase Agreement, and any adverse information concerning the financial condition or operations of a Funded Referred Merchant. Contractor shall also notify Company of any changes in its own status, organizational structure, personnel and/ or ownership.

7. Expenses. Contractor shall be wholly and completely responsible for any and all expenses incurred by Contractor. Company shall have no responsibility for payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by employees and agents of Company.

8. Commissions. Contractor shall be eligible for Commissions with respect to Merchants referred to Company by Contractor. However, if Contractor and one or more other parties who refer Merchants to Company refer the same Merchant, then Contractor shall only be eligible to receive a Commission with respect to such Merchant if Contractor has submitted to Company a fully executed Receivables Purchase Agreement prior to any other party doing so.

9. Minimum Factor Rate. The Minimum Factor Rate shall be specified by Company to Contractor.

10. Commission Rate. The Commission Rate shall represent the Factor Rate minus the Minimum Factor Rate.

11. Calculation of Commissions. A one-time, lump sum Commission ("Up-Front Commission") shall be paid by Company to Contractor. The Up-Front Commission shall be equal to the product of the Purchase Price set forth in the Receivables Purchase Agreement specific to a Funded Referred Merchant, and, the Commission Rate. For greater certainty, the Contractor shall not be entitled to any Commission unless the Factor Rate as set forth in a Receivables Purchase Agreement is greater than the Minimum Factor Rate.

12. Payment. Up-Front Commissions will be paid to Contractor no less than four (4) days after the Merchant receives the Purchase Price from the Company. Company has the right to withhold Commissions until Company successfully collects four (4) consecutive ACH debits equal to the Specified Amount as set forth in a Receivables Purchase Agreement.

13. Minimum Factor Rate Adjustments. Company may elect to adjust the Minimum Factor Rate for special competitive situations. Said adjustments will also adjust the eligible commission paid to Contractor and are to be considered exceptional and require the final approval by the Company. These adjustments are not construed as a change to the Company's standard commission, rate policies, Schedule A and/or Agreement.

14. Limitation on Commissions. Contractor agrees that Contractor has no rights to any revenue or profits earned by Company. Contractor shall not receive compensation resulting from the sales or marketing efforts of Company or any of its other contractors. Notwithstanding anything to the contrary set forth herein, in order to be eligible for Commissions on subsequent renewals of any Funded Referred Merchants, Contractor must have referred at least one Funded Referred Merchant to the Company per month in the preceding six (6) months.

15. Commission Return. Contractor agrees that if a Funded Referred Merchant which Contractor received, or was entitled to receive, a Commission from hereunder, either (a) breaches the Receivables Purchase Agreement within thirty (30) days from the Purchase Date, or (b) more than three (3) ACH debit transactions initiated under the Receivables Purchase Agreement are rejected due to non-sufficient funds within thirty (30) days from the Purchase Date, any receipt of or entitlement to such Commission shall be forfeited. Any such forfeited Commission which had been paid to Contractor shall be repaid to Company within thirty (30) days after notice of such breach, by either a deduction/set-off against future Commissions due to Contractor or via ACH debit from Contractor bank account or wire transfer, at Company's election.

16. Commission Dispute. Contractor may dispute the calculation of any component of Commissions with the Company within thirty (30) days of Company's payment thereof by providing Company with written notice describing the dispute in reasonable detail. Failure to notify Company of a dispute regarding any component of Commissions will waive and bar the dispute.

17. Off-Set. Company reserves the right to set-off against any Commission payable to Contractor hereunder any amounts owed by Contractor to Company; provided that such set-off right shall not be deemed to limit any amounts that may be owed by Contractor to Company.

18. Marketing Materials. Contractor shall use only those marketing materials supplied by, or approved in advance, in writing, by Company.

19. Indemnification. Contractor shall save, defend, indemnify, reimburse and hold Company and its equity owners, officers, directors, managers, employees, agents and affiliates (collectively, the "Indemnified Parties") harmless from all losses, claims, liabilities, damages, costs and expenses (including all reasonable cost and attorney's fees) incurred in connection with any negotiation, or action, suit, or proceeding to which and of such Company shall be made a party by reason of: (i) the acts or omissions of Contractor; (ii) breach of this Agreement or applicable law by Contractor; or (iii) any fraudulent or dishonest conduct or misrepresentation of Contractor.

20. Compliance with Laws. Contractor shall, at its own expense, comply with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities, including, without limitation, compliance with the Telephone Consumer Protection Act and all federal, state and local laws relating to advertising, marketing, sales, licensing, brokering, the lending of funds, and the purchase of Future Receivables.

21. Ownership. Contractor is referring Merchant to Company and agrees that Company retains ownership of Merchant in all things related to a Receivables Purchase Agreement and/or the Future Receivables purchased by the Company from any Merchant.

22. Term. The initial term of this Agreement will commence as of the Effective Date and will continue unless earlier terminated in accordance with this Agreement.

23. Termination. This Agreement may be terminated by Company or Contractor for any reason, with or without cause subject to thirty (30) days written notice. Contractor shall not make or retain any copies of any documents or information that may have been provided to it. Effective upon the termination of this Agreement, Contractor shall cease to use the Company Trademarks.

24. Termination without Cause. If this Agreement is terminated by Company without cause, then Company shall pay Contractor for Commissions earned at the time of the termination and Commissions payable on transactions that were referred by Contractor at the time of termination and are consummated within thirty (30) days of termination.

25. Termination with Cause. If this Agreement is terminated by Company with cause, then Company shall be obligated to pay only Commissions earned at the time of termination. Termination with Cause shall result from a breach by Contractor of this Agreement or (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of the Contractor.

**26. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CONTRACTOR HEREUNDER FOR CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS INCOME, REVENUE OR PROFITS). COMPANY'S SOLE LIABILITY UNDER THE TERMS OF THIS AGREEMENT SHALL BE LIMITED TO ANY UNPAID AND UNFORFEITED COMMISSIONS.**

27. Confidential Information. The Parties each acknowledge and agree that, in performing their respective obligations pursuant to this Agreement, each Party shall have access to and receive disclosure of certain information, in written or other form, relating to the other Party's Merchants, affiliates, vendors, services, operations or procedures which is confidential, proprietary or not generally available to the public ("Confidential Information"), which are confidential proprietary trade secrets of the disclosing Party or its affiliate or subsidiary. Each Party obtaining Confidential Information of any other Party shall: (i) protect and preserve the confidential and proprietary nature of all Confidential Information in its possession; (ii) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party or affiliate or subsidiary, except as expressly provided in this Agreement, or as otherwise required by law or in judicial or administrative proceedings; (iii) not use the Confidential Information, except as expressly provided in this Agreement; (iv) not make any records or copies of the Confidential Information, except as required by this Agreement; and, (v) return all Confidential Information and any copies thereof (in whatever form) in its possession immediately upon request, or upon termination of this Agreement.

28. Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it has full power and legal right to execute and deliver this Agreement and to perform such Party's obligations under this Agreement; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; (iii) this Agreement constitutes its legal, valid and binding obligation, enforceable against such Party in accordance with its terms; (iv) such Party shall, and shall cause its employees, officers and other agents and independent contractors shall at all times comply with applicable state and federal law when performing its duties and obligations under this Agreement; (v) such Party shall not act in such a way to embarrass, devalue, disparage, injure or harm the other Party or the services offered by the other Party; and (vi) the entering into or performing under this Agreement does not, and will not, cause the Party to breach any agreement with another entity.

29. Background Check. Company may complete a background check on the Contractor, and its Owners if Contractor is a business entity, at the discretion of the Company.

30. Notices. Any notices required by or to be sent hereunder shall be in writing and addressed to the address of the Party set forth on page 1 of this Agreement, and shall be delivered via hand delivery, certified United States mail (postage prepaid)

and return receipt requested), or via regular commercial overnight delivery service.

31. Legal Expenses. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its reasonable costs and expenses, including court costs and reasonable attorneys' fees, as determined by a court.

32. Assignability and Binding Effect. Contractor agrees that its rights and obligations under this Agreement will not be transferred or assigned directly or indirectly without the consent of the Company, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

33. Governing Law; Jurisdiction. The Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of New York, without regard to its principles of conflicts of laws. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, shall be instituted in any court sitting in the State of New York, City of New York, County of New York, (the "Acceptable Forums"). Participant agrees that the Acceptable Forums are convenient to it and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Contractor waives any right to oppose any motion or application made by Company to transfer such proceeding to an Acceptable Forum.

34. Arbitration. Should any dispute between Contractor and the Company arise at any time out of any aspect of this Agreement, Contractor and the Company shall confer in good faith to resolve promptly such dispute. In the event that Contractor and the Company are unable to resolve the dispute and should either desire to pursue a claim against the other party, both Contractor and the Company agree to have the dispute resolved by final and binding arbitration in the City of New York, County of New York conducted by an arbitrator(s) provided by the American Arbitration Association. Any award of the arbitrator(s) is final and binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to an award of reasonable attorney fees, costs, and fees, which shall include, without limitation, all reasonable pre-award expenses of the arbitration, including the arbitrators' fees.

35. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

36. Headings. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

37. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Signatures to this Agreement may be transmitted by electronic means (facsimile, email or otherwise) and such transmission shall be deemed an original.

38. Entire Agreement. This Agreement constitutes the entire understanding between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as set forth in this Agreement. All of the Schedules (s) attached to this Agreement shall be deemed incorporated herein by reference.

39. Amendment. This Agreement may only be amendment via a writing signed by both Parties.

40. No Waiver. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Company may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to Company hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies that Company would otherwise have. Any waiver, permit, consent, or approval by Company of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance.

41. Survival of Representation. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been complied with and satisfied in full and this Agreement shall have terminated.

**42. JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH PARTY MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.**

**43. CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY**

**OTHERPARTY TO THIS AGREEMENT, AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.**

44. Truthfulness of Information. The information provided by or on behalf of Contractor to Company in connection with the execution of, or pursuant to this Agreement, is and shall be true and correct in all material respects. Contractor shall furnish Company with such other information as Lead may request from time to time.

45. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

46. Construction. In all instances when appearing in this Agreement, the terms "including," "include" and "includes" shall be deemed to be followed by "without limitation."

47. Consultation with Counsel. Each of the Parties hereto represents that it has consulted with counsel of its own choosing in connection with the negotiation and execution of this Agreement or has knowingly chosen not to do so.

48. Drafting. Each Party shall have been deemed to have participated equally in drafting of this Agreement and any ambiguity in this Agreement shall not be construed against any purported author thereof.

49. Gender and Number. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter or feminine gender and vice versa.

50. Notice. All notices required to be given to either party hereunder shall be deemed given upon the first to occur of: (a) deposit thereof in a receptacle under the control of the United States Postal Service; properly addressed and postage prepaid; (b) transmittal by electronic means to a receiver under the control of the party to whom notice is being given; or (c) actual receipt by the party to whom notice is being given, or an employee or agent of thereof. For purposes hereof, the addresses of the Parties are as set forth below or as may otherwise be specified from time to time in a writing sent by one Party to the other in accordance with the provisions hereof:

*[Signatures on Following Page]*

**CONTRACTOR:**

X \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Arsenal Funding:

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Contractor Initials** \_\_\_\_\_



#### CLAWBACK POLICY:

If the Merchant blocks payments before the Company Receives 20 cleared payments the deal is considered a complete Default and the commission will be returned, even if the Merchant unblocks payments. (Unless the Company, in its sole discretion, determines that the Merchant had a reasonable excuse).

If the Merchant bounces more than 4 payments within the first 30 days, or more than 2 payments in a row, the deal will be considered a Default, unless the Merchant agrees to “catch up” with the payments and the deal continues to be in good standing.

If the Merchant lowers payments within the first 30 days, the deal is considered a Default, unless the Merchant agrees to go up again after 1 or 2 weeks (and continues so for at least 2 weeks).

In general; if the Company claws back commissions when a deal goes bad, and the Company ends up collecting more than the funded amount, the Company will consider giving back the commissions, despite the Default status, especially if the ISO helps with the collection efforts. This is done on a deal-by-deal basis, depending on the circumstances, and in the Company's sole discretion.

If the Company does not clawback commissions immediately after 30 days, it does not mean that the commissions will not be charged back, if the deal actually went into Default within 30 days – sometimes the Company will try to work with the Merchant to resolve the problem and if the Merchant works with the Company, it will hold off from clawing back the commissions, unless the Merchant refuses to work with the Company, which at that point the Company will go back and enforce the clawback policy.

The commissions get clawed back by request; the Company will request the ISO to send the Company back the money. If the ISO does not send back the money within 2 days, the Company will debit the ISOs account for the amount paid.

**ACH and Transaction Authorization**

I, \_\_\_\_\_ ("Contractor") authorizes Company, its partners, assignees, agents, affiliates, and third parties (collectively "Company") to initiate credit and debit transactions from the bank account indicated below. This authority is to remain in full force and effect until written notice terminating this authority is received by Company in such a timely manner as to afford Company and the bank named below a reasonable opportunity to act on the notice.

Due to the Patriot Act and current banking regulations we are required to obtain exact name and address of the account holder.

Name on Account \_\_\_\_\_

Bank's Name \_\_\_\_\_ Routing \_\_\_\_\_ Account \_\_\_\_\_

☐ Contractor hereby requests that Company accept the following clarification regarding difference between Contractor name on the Agreement and the name on the bank account:

☐ Name on bank account is that of a management company.

☐ Name on bank account is business owner's personal name.

☐ Other (please provide explanation): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

**X** \_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## Arsenal Funding MCA Guidelines

<b>Initial Submission Docs Needed for MCA Approval</b>	Completed, physically signed and dated Application, 3 months bank statement
<b>Credit Score Requirement</b>	500 Minimum
<b>Time in Business Policy</b>	12 months
<b>Tax Liens Policy</b>	Must be in a repayment plan
<b>Ownership Policy</b>	>50%
<b>Late on MTG/Lease Policy</b>	Needs to be current prior to funding
<b>Competitor Balance Payoff Rule Policy</b>	Merchant Must Net 40-50% of funded
<b>Bankruptcy Requirement Policy</b>	1 Year Out
<b>NSF/Daily Balances</b>	If 5+ on average month are below payback = decline
<b>ACH Options</b>	Daily (20 day months)
<b>Reduced Payoff Offered</b>	Yes
<b>Fund Home Based Busines</b>	Yes
<b>% of deal must be paid in before renewal</b>	50-65%
<b>Docs Needed for Funding</b>	Driver License, Voided Check, Business License and Most Recent Tax Return
<b>Funding Niche</b>	2-6 position
<b>Typical Factor Terms</b>	1.40-1.499
<b>Typical Length of Advance</b>	50-120 days
<b>Do you fund in California</b>	Yes
<b>Typical Turnaround on a file</b>	Less than 3 hours

**RESTRICTED LIST**

<b>Restricted Industries</b>	
Adult Ent.	Import/Export
Airlines	Intangible Prod.
Animal Breeders	Legal Services
Bail Bonds	Moving Companies
Beauty Products	Non Profits
Car Dealers	Online Pharmacies
Check Cashing	Pawn Shops
Collection Agency	
Credit Protection	Security/Bodyguard
Cruise Ships	
Dating/Escorts	Supplement Sales
Direct Marketing	Taxi/Limo Services
Fortune Tellers	Time Shares
Gambling/Auction	Travel Agencies

## Commission Structure

**1.48 - 1.499 = 12%**

**1.46 - 1.47 = 11%**

**1.44 - 1.45 = 10%**

**1.42 - 1.43 = 9%**

**1.40 - 1.41 = 8%**

**1.39 = 7%**

**1.38 = 6%**

**1.37 = 5%**

**1.36 = 4%**

**1.35 = 3%**

**1.34 = 2%**

**1.33 = 1%**

- **COMMISSION WILL BE CLAWED BACK IF MERCHANT DEFAULTS WITHIN FIRST 22 PAYMENTS**
- **SAME STRUCTURE FOR RENEWALS BUT ISO MUST HAVE FUNDED WITH US WITHIN THE LAST 6 MONTHS**