



Please sign and send the following contract to operations@fundrite.com



FundRite, LLC.

Sales and Marketing Independent Representative Agreement

This Sales and Marketing Agreement ("Agreement") is made this ____ day of _____, 2017 (the "Effective Date") by and between FundRite, LLC (referred to in the alternative as "FundRite"), a business corporation organized under the laws of the State of New York, located at 40 Wall Street, 28th Floor, New York, NY 10005, and _____, a _____ [business form], organized under the laws of the State of _____, with its primary business address being _____ (referred to in the alternative as "Representative"). Representative and FundRite are each referred to herein as a "Party" and, collectively, as the "Parties." This Agreement sets forth the terms and conditions for Representative to market FundRite's future receivables purchase service (the "Receivable Purchase Product") to potential commercial business customers that may be interested in utilizing those services, and or the Merchant Cash Advance Product ("Merchant Cash Advance Product") and together with the Receivables Purchase Product, the "Products") offered by FundRite. Such potential customers are referred to herein as "Potential Customers" or "Merchants." Under the Receivable Purchase Product, FundRite seeks to enter into an agreement (the "Factoring Agreement", "Merchant Cash Advance", or "Financing Program") with a merchant to purchase a specified amount (the "Amount Sold") of the merchant's future receivables (the "Future Receivables") for a fixed price ("Purchase Price"). Pursuant to the Financing Program, FundRite is entitled to funds from the settlement of the Amount Sold of such merchant's Future Receivables. Under the Merchant Cash Advance Product, FundRite seeks to enter into a Merchant Cash Advance agreement (the "Financing Program") with a Merchant. A potential customer that has executed a Financing Program that has been accepted and funded by FundRite is referred to herein as an "Enrolled Merchant." A potential customer that has executed a Factoring Agreement that has been accepted and funded by FundRite and/or its sources is referred to herein as an "Enrolled Merchant Cash Advance Merchant."

The Parties agree as follows:

1. Representative's Duty to Identify Merchants and Collect Documentation. Representative shall identify prospective commercial entities that have potential need for credit ("Merchants") that Representative believes will meet the Financing Program Standards. Representative shall obtain and provide FundRite with all information and documentation required by the Financing Program Standards and any other information that FundRite or its third-party funding sources may reasonably require. Representative acknowledges and agrees that the complete collection of all such information reasonably requested is a critical element of Representative's performance of this Agreement, and that any failure to collect all such information or any partial performance

of the collection of such information shall not justify, or qualify the Representative for, the payment of the Financing Referral Fee set forth in Schedule A. Representative shall apply the Financing Program Standards to all prospective Merchants and Financing Agreements, and acknowledges that FundRite may, at any time, amend the Financing Program Standards to ensure the financial safety and soundness of the Financing Program, as determined in Fundrite 's sole discretion. Representative agrees to abide by all such amendments.

2. Marketing Obligations. Representative shall market and promote the Receivable Purchase Product and Merchant Cash Advance Product to Potential Customers. Representative shall accurately and completely describe the Receivable Purchase Product and Merchant Cash Advance Product and Sales and Marketing - Independent Representative Agreement the role of FundRite to each Potential Customer. Representative shall not represent to a Potential Customer, either orally or in writing that Representative has the authority to accept or agree to a Financing Program, or to commit FundRite to accept or agree to a Financing Program or Note or to providing the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer. Representative acknowledges and agrees that Representative has no authority to bind or commit FundRite to provide funding to any Potential Customer. Only FundRite shall be authorized to accept and/or execute a Financing Program or Note and offer the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer.

3. Representative Responsibility for Agents. Representative agrees that employees, agents or independent contractors of Representative will be properly trained and monitored with respect to all their activities to promote the Products. Representative is responsible for any actions taken by Representative's employees, agents or independent contractors, and such actions will be construed as an action taken by Representative and will be subject to the terms and conditions outlined within this Agreement. Representative specifically acknowledges that FundRite shall not be liable in any manner for any payments due from Representative to any employees, agents, or independent contractors of Representative for any reason, including commissions paid to such persons.

4. FundRite 's Control Over Financing Program. Approvals and Financing Agreement. Representative acknowledges and agrees that FundRite has sole and exclusive control over all aspects of the Financing Program. FundRite may, at its sole discretion, approve or deny a prospective Merchant for a financing product or service. Representative shall not advise a prospective Merchant that the prospective Merchant has been approved for a financing product or service prior to FundRite's review and approval. Representative acknowledges that all aspects of the Financing Program are subject to the management and approval of FundRite and Representative shall make no representations to the contrary. For every prospective Merchant, Representative shall use the form of Financing Agreement that has been approved in writing by FundRite for Representative's use with the Financing Program. Representative shall not change or modify any Financing Agreement without the prior written consent of FundRite . FundRite

reserves the right, at any time and in its sole discretion, to amend the Financing Agreement to be used by Representative.

5. FundRite's Control Over Marketing Material and Activities. Representative shall use only those marketing and promotional materials that have received FundRite's prior written approval. Representative shall not misrepresent or mischaracterize the Financing Program or its availability in any written or oral communications, nor shall Representative alter or in any way modify any marketing materials provided by FundRite without FundRite's prior written approval. Representative hereby grants to FundRite a limited non-exclusive license to use the Representative's name, logo and other intellectual property used in any disclosures made in connection with the Financing Program. The logo, trademarks and other intellectual property of FundRite and of any of FundRite's third party relationships are copyrighted materials and shall not be used except as authorized in writing by the appropriate copyright holder. Representative shall not represent to any Merchant that Representative has authority to negotiate financing terms.

6. Representative Identification. In the course of carrying out its obligations hereunder, Representative shall clearly identify itself with its own corporate name, and disclose to all third parties that it is a Representative of FundRite for the promotion of the Programs. Representative agrees that its actions and the actions of its shareholders, Affiliates (as defined below), directors, officers, employees, independent contractors, representatives, agents, principals and associates under or in Sales and Marketing - Independent Representative Agreement connection with this Agreement (collectively "Representative Parties") shall be governed, controlled and directed by, and shall be in full compliance with, the terms of this Agreement. Representative acknowledges and agrees that FundRite and the FundRite Entities shall not be liable in any manner for any liability of Representative to any third party for any reason. Representative shall be responsible to ensure that all Representative Parties are adequately trained to perform hereunder and conform to all of the provisions hereof.

7. Expenses. Representative shall be wholly responsible for any and all expenses incurred by Representative in performance of the marketing and sales services contemplated under this Agreement. FundRite shall have no responsibility for the payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Representative hereunder. If, notwithstanding the provisions of this paragraph, any such taxes (or payments ever are assessed against FundRite, Representative shall reimburse FundRite promptly for all sums paid by FundRite, including any interest or penalties).

8. Commissions/Representative Remuneration. FundRite agrees to pay Representative in accordance with the terms outlined in the attached Schedule A (Commission Schedule) or Schedule B (Buy Rate Schedule) which is incorporated, herein, for each Potential Customer referred by Representative to FundRite: (a) which has executed a Financing Program acceptable

to FundRite and is not in material uncured default of the Financing Program, and (b) for which FundRite agrees to enter into a transaction and such transaction is funded.

9. Prohibition on Additional Merchant Fees. Other than as explicitly set forth herein, neither Representative nor any of its Agents/Employees shall collect any compensation of any kind, in fees or otherwise, directly from any prospective Merchant or approved Merchant for assisting the prospective Merchant or approved Merchant in obtaining a financing from FundRite (it being understood that this shall not include fees for services that are entirely distinct and unrelated in any way to the marketing of or the application for any FundRite financing product). Representative agrees that its sole compensation for providing services to Merchants arising out of or relating to this Agreement or the Financing Program shall consist only of the Commissions as outlined in Schedule A attached herewith. Representative acknowledges that all funds to be paid to or by Merchants in connection with the Financing Program shall be under the sole control of FundRite. If any such funds are sent to Representative or any of its Manager Agents, Representative shall be deemed to have received such funds in trust for the benefit of FundRite and shall immediately remit such funds to FundRite. Representative warrants that it shall not, and it shall cause its Manager Agents not to, charge any fees or require any payments from Merchants except as otherwise explicitly set forth herein.

10. Representative's Duties to Keep FundRite Informed. Information on Receivables Purchase Product Merchants. Representative shall communicate to FundRite any legal, financial, or business change in any Potential Customer which Representative has knowledge or awareness. Once a Potential Customer has executed a merchant processing agreement, the Representative shall not cause or influence the Potential Customer to switch the Potential Customer's credit card processing to a bank or processing network which has no contractual processing affiliation with FundRite and/or its sources or otherwise adversely affect in any way a Potential Customer's credit card processing or FundRite and/or its sources receipt of the purchased Future Receivables.

11. Merchant Documentation. If FundRite provides any written marketing materials to Representative for use in promoting the Receivable Purchase Product or Merchant Cash Advance Sales and Marketing - Independent Representative Agreement Product, Representative shall only use these marketing materials and shall not use any other marketing materials unless approved by FundRite.

12. Term. The initial term of this Agreement (the "Initial Term") will commence upon the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue for a period of one (1) year thereafter. This Agreement, unless otherwise terminated in accordance with this Agreement, shall thereafter be renewed for successive (1) year terms (each a "Renewal Term"), unless a Party provides a written notice to the other Party of termination at least ninety (90) days before the termination of the Initial Term or Renewal Term, as applicable. The Initial Term and each Renewal Term shall collectively be referred to as the "Term"

13. Termination. This Agreement may be terminated immediately by FundRite or Representative for any reason, with or without cause. If FundRite terminates this Agreement for written cause or Representative terminates this Agreement for any reason, FundRite shall have no obligation to pay any commissions or residuals to Representative after the date of termination and Representative agrees to forfeit any all rights it may have to any such commissions or residuals. Upon any termination of this Agreement by Representative, Representative shall be paid commissions for Enrolled Merchants or Enrolled Merchant Cash Advance Merchants that were funded by FundRite prior to the termination date. The following Sections of this Agreement shall survive termination of the Agreement: Sections 14, 19, 20, 21, 25 and 30.

14. Non-Solicitation Provisions. Representative agrees that during the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement, that Representative shall not directly, or via others acting on behalf of Representative, solicit any Enrolled Merchant or Enrolled Merchant Cash Advance Merchant for any product, service and/or Product that competes directly with the Receivables Purchase Product or Merchant Cash Advance Product offered by FundRite. FundRite agrees to not solicit any Potential Customer referred by Representative which does not become an Enrolled Merchant or Enrolled Merchant Cash Advance Merchant within thirty (30) days of initial referral or Financing Program to renew within thirty (30) days of paying the previous account in full. In addition, to any other rights and remedies that may be available to Representative or FundRite, due to the materiality of this provision, the Parties hereby agree that the aggrieved Party shall be entitled to pursue equitable and injunctive relief in connection with any breach of this provision.

15. Compliance with Laws. In connection with the exercise of its respective rights and obligations under this Agreement, each Party will comply, at its own expense, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction and the rules of the card associations (Visa U.S.A., Inc. and MasterCard International, Inc.) wherever applicable.

16. Limitation on Commissions/Remuneration. Representative acknowledges and agrees that Representative has no rights to any fees or profits earned by FUNDRITE with respect to providing the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer that was referred by Representative other than that set forth in the Commission Schedule (Schedule A) or the Buy Rate Schedule (Schedule B). Representative acknowledges and agrees that Representative shall be entitled to no compensation for any service provided to a Potential Customer by FundRite that results from the sales or marketing efforts of FundRite or any of their other agents (other than Representative) Sales and Marketing - Independent Representative Agreement and furthermore, in the event of a conflict, FundRite shall have sole and absolute discretion in determining entitlement to Commissions. Representative further acknowledges and agrees that Representative shall be entitled to no compensation relating to Potential Customers that are referred to FundRite and that execute a new or amended Future

Receivables Sale Agreement or Note, or renewal of a Future Receivables Sale Agreement or Note, after this Agreement has been terminated for any reason.

17. Merchant Fees. Representative agrees that it will not charge Enrolled Merchants or Enrolled Merchant Cash Advance Merchants any fees for the services Representative performs in connection with this Agreement. A violation of this paragraph is a for cause breach of the terms of this Agreement.

18. Representations and Warranties.

(a) Each Party represents and warrants to the other Parties that: (i) it has full power and legal right to execute and deliver this Agreement and to perform its 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 it in accordance with its terms; (iv) the Party and its employees, officers and other agents and independent contractors shall at all times comply with applicable state and federal law and card association rules when performing its duties and obligations under this Agreement; (v) for a period of the Term and for two (2) years thereafter, a Party shall not act in such a way to embarrass, devalue, disparage, injure or harm the other Parties or the services offered by the other Parties; 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.

(b) FundRite represents and warrants to Representative that (i) for each Enrolled Merchant or Enrolled Merchant Cash Advance Merchant it will obtain an executed Future Receivables Sale Agreement or Note, and (ii) the Products offered by FundRite and comply with all applicable laws and regulations.

(c) Representative represents and warrants to FundRite that Representative has all necessary licenses under federal, state or local law required to refer Potential Customers to FundRite for financing.

19. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO PARTY MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY INFORMATION, CONTENT OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY IT HEREUNDER AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. Indemnification. Representative shall indemnify and hold harmless FUNDRITE and its directors, officers, employees, agents, its attorneys and affiliates from and against any and all third party liabilities, claims, losses, and damages (including reasonable attorney fees, expert witness fees, expenses and costs of settlement) arising out of or with respect to this Agreement,

to the extent that the claim, liability, loss or damage is caused by, relates to or arises out of: (i) the breach by Representative of any of its duties, obligations, representations or warranties under this Agreement, Sales and Marketing - Independent Representative Agreement (ii) the negligence of Representative, pursuant to this Agreement, including but not limited to Representative's misrepresentation of the Receivable Purchase Product or Merchant Cash Advance Product.

21. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN FOR AMOUNTS PAYABLE FOR THIRD PARTY CLAIMS ARISING UNDER SECTION 16 (INDEMNIFICATION), NO PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTIES UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

22. Notices. Any notices required by or to be sent hereunder shall be addressed to the address of the Party set forth on the signature page, and shall be delivered via hand delivery, via certified United States mail (postage prepaid and return receipt requested), electronic communications or via regular commercial overnight delivery service.

23. Provision of Product to Merchants. Nothing in this Agreement shall obligate FundRite to continue to provide the Receivable Purchase Product or Merchant Cash Advance Product to any or all Potential Customers. FundRite may in its sole discretion change or revise the Receivable Purchase Product or Merchant Cash Advance Product offered at any time and/or revise the marketing and commission rates for Potential Customers that have not executed an Financing Program or Note. If FundRite makes a significant change to the Commission Schedule, FundRite must notify Representative in writing or via email within thirty (30) days of said change.

24. Relationship of Parties. FundRite and Representative are independent contractors hereunder and their relationship shall not be construed as any form of employer/employee relationship, joint venture or partnership. FundRite intends no contract of employment, express or implied, with either Representative or any Representative Party; neither Representative nor any Representative Party has obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. Representative agrees that it shall be solely responsible for the purchase and maintenance of employment or worker's compensation insurance coverage related to its employees and that FundRite and the FundRite Entities shall have no responsibility for any such liabilities.

25. Confidential Information. 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 tangible form, relating to the other Party's services, operations or procedures which is confidential, proprietary or not generally available to the public including, without limitation, marketing materials, Future Receivables Sale Agreements, Notes, marketing plans,

business plans for current and proposed services, business data, projections, prices, costs, customer lists, vendor lists, banking and processing relationships and a variety of other information and materials that each Party considers confidential or proprietary (hereinafter referred to as "Confidential Information"), which are confidential proprietary trade secrets of each 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, Sales and Marketing - Independent Representative Agreement 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. Notwithstanding the foregoing, the restrictions set forth in this Section will not apply to any information which: (i) was or becomes generally available to the public, other than through unauthorized disclosure by a Party; (ii) was or becomes available to a Party on a non-confidential basis from a source other than the other Party; or (iii) was within a Party's possession prior to being furnished to such Party by or on behalf of the other Party, provided that the source of such information was not bound by a confidentiality agreement in respect thereof or is not labeled to indicate that it is confidential. In addition, a Party may disclose the other's Confidential Information if the person or entity seeking such information or records serves the disclosing Party with a proper subpoena or court order or is otherwise authorized by law to make such a request; provided that, prior to such disclosure, the disclosing Party will use its best efforts to notify the other Party of such disclosure and will limit the disclosure to the specific Confidential Information called for by the request, subpoena or court order. Notwithstanding the foregoing, each Party acknowledges and agrees that the restrictions contained in this section shall not apply to any disclosures of such Confidential Information by a Party in connection with, or as may be required relating to: (i) in the case of Representative, the provision by Representative of card processing services to merchants, or otherwise in connection with Representative's performance of its obligations hereunder; (ii) in the case of FundRite, the provision by FundRite of the Products, or otherwise in connection with FundRite's performance of its obligations hereunder; (iii) such disclosure as may be required by applicable law or regulation or card association regulations; (iv) such disclosure as is contained in or required to prepare any financial statements (including the notes thereto); (v) appropriate or necessary disclosure to banking authorities or regulators; or (vi) disclosures to card processors in connection with the Receivable Purchase Product. In addition, to any other rights and remedies that may be available to FundRite, due to the materiality of this provision, the Parties hereby agree that FundRite shall be entitled to pursue equitable and injunctive relief in connection with any breach of this provision.

26. **Publicity.** A Party will not issue any publicity or general marketing communications concerning this relationship without the prior written consent of the other Party.

27. **Amendment.** No other amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the other Party.

28. **Severability.** Headings. 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 anyway. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. 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.

29. **Waiver.** The failure of either Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not Sales and Marketing - Independent Representative Agreement be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by any Party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

30. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to its principles of conflicts of laws) whose courts shall have sole jurisdiction over disputes arising hereunder. Further the Court of Common Pleas, Philadelphia County Pennsylvania or the U.S. District Court, Eastern District of Pennsylvania shall retain exclusive jurisdiction over disputes between the parties of this Agreement related to the subject matter contained within this Agreement. The parties hereto agree that issues arising hereunder are too complex to be addressed by a jury and covenant to elect for a non-jury trial in the event of a trial relating hereto. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

31. **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 or their affiliates, 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. To the extent that any prior independent contractor or marketing agreement exist between the Parties or their affiliates, this Agreement and its terms hereby retroactively replace all prior agreements between the Parties, with the exception that commission and residual rates set forth in Schedule

A (Commission Schedule) attached hereto will only apply prospectively to Potential Customer referrals by Representative.

32. **Assignment.** Representative may assign this Agreement or its interest in this Agreement without the prior written consent of FundRite.

33. **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 (Fascimile, email or otherwise) and such transmission shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

FundRite, LLC.

By: _____

[Rep Co.]

By: _____

Sales and Marketing - Independent Representative Agreement

SCHEDULE A COMMISSIONS

Subject to the terms and conditions of this Agreement, if FUNDRITE and/or its sources execute an Financing Program or executes a Note for a merchant referred by Representative, provide funds to the merchant, FundRite, as applicable, shall pay to the Representative commissions as follows; provided; however that FundRite and Representative may amend the following on a per transaction basis if such amendment is in writing signed by each party:

a. "Full Commission Rate" -FundRite's "Full Commission Rate:" shall be defined as being negotiated commission for the specific deal Representative refers to FundRite

b. For New Enrolled Merchants referred to FundRite by Representative, Full Commission Rate of the Amount Referred/Sold will be paid as an "upfront" commission to Representative. "New Enrolled Merchant" means an Enrolled Merchant referred to FundRite by Representative that has not previously been referred to FundRite by Representative.

c. For Renewal Enrolled Merchants, Full Commission Rate of the Renewal Amount will be paid as an upfront" commission to Representative. "Renewal Enrolled Merchant" means any Enrolled Merchant that either has a current outstanding balance with FundRite or previously sold its Future Receivables to FundRite and enters into a renewal Financing Program with FundRite and/or its sources. "Renewal Amount" is the Amount Sold minus the remaining amount outstanding from the previous Financing Program that is included in the renewal Financing Program.

d. For New Enrolled Merchant Cash Advance Merchants referred to FundRite by Representative, Full Commission Rate of the amount of the Referred/Merchant Cash Advance (as stated in the documents signed by the merchant with FundRite) will be paid as an "upfront" commission to Representative. "New Enrolled Merchant Cash Advance Merchant" means a merchant referred to FundRite by Representative that has not previously been referred to FundRite by Representative for any product.

e. For Renewal Enrolled Merchant Cash Advance Merchants referred to FundRite by Representative, Full Commission Rate of the amount of the Referred/Merchant Cash Advance (as stated in the documents signed by the merchant with FundRite) minus the remaining amount outstanding from the previous Merchant Cash Advance that is included in the renewal Merchant Cash Advance will be paid as an "upfront" commission to Representative. "Renewal Enrolled Merchant Cash Advance Merchant" means any merchant that either has a current outstanding balance with FundRite or previously entered into a transaction with FundRite.

f. For New Enrolled Merchant Cash Advance Merchants referred to FundRite by Representative, Full Commission Rate of the amount of the New Merchant Cash Advance (as stated in the

documents signed by the merchant with FundRite) minus the amount that FundRite paid to the other lenders (prior lenders) that is included in the renewal Merchant Cash Advance will be paid as an "upfront" commission to Representative. Sales and Marketing - Independent Representative Agreement

g. Upfront commissions will be paid to Representative on a weekly basis, paid Friday for referred merchants funded between Friday of the previous week and Thursday (the day before payment).

h. If a merchant materially defaults during the sixty (60) days after FundRite purchases the Amount Sold or Merchant Cash Advances the funds and Financing Program to cure the defaults with five (5) days of receiving notice of the defaults, Representative can receive a charge back on paid upfront commission for the transaction. If the commission has already been forwarded to Representative, FundRite if applicable shall deduct the upfront commission paid to Representative on future transactions from commission payments to be forwarded to Representative. If a merchant stops processing with FundRite and/or its sources designated credit card processor, splits the processing with a non-FundRite and/or its sources approved credit card processor, or otherwise becomes delinquent or in defaults, any further commissions to Representative on that merchant will cease.

i. FundRite may amend this Schedule A at any time by giving Representative ten (10) business days' prior notice (the "Notice Period") by e-mail, fax or first-class mail (any such notice a "Notice of Revised Terms"). A Notice of Revised Terms shall be deemed given on the date FundRite sends the notice. Any revised terms will apply only to a merchant that Representative refers to FundRite after the Notice Period. Agent's submission of a Merchant Application to FundRite after the Notice Period will constitute acceptance of the revised terms.