

United Capital Source, LLC
ISO Agent Sales Agreement

This ISO Agent Sales Agreement (the “**Agreement**”) is made and effective as of this [REDACTED] day of [REDACTED] 2016 by and between United Capital Source, LLC, a New York limited liability company having a mailing address at 535 8th ave, 9th Fl New York NY 10018 (“UCS”), and [REDACTED], an entity or individual having an address at [REDACTED] (“Agent”).

WHEREAS, UCS purchases from merchants (“Merchants”) a percentage of each future credit card, debit card, bank card and/or other charge card (collectively, “credit card”) receipts (“Receipts”) due to the Merchants for an amount agreed to by UCS and the Merchants (“Program”);

WHEREAS, the Program permits Merchants to sell an agreed upon portion of their future Receipts at a discount (“Preprocessing Receipts”);

WHEREAS, Agent wishes to promote the Program, assist with its implementation and refer potential Merchants to UCS that may wish to participate in the Program, all subject to the terms hereof.

NOW, THEREFORE this Agreement witnesseth that in consideration of the mutual covenants by each of the parties hereto, the parties agree as follows:

1. **Agent Obligations.** Agent will market and promote the Program and assist interested parties in completing and submitting to UCS an application, in a form acceptable to UCS. Each merchant assisted by Agent shall; (i) comply in full with the requirements set forth in the rules and policies of UCS as they may exist from time to time. UCS will evaluate and, at its sole discretion, accept or deny such applications. Agent shall not be the only or exclusive sales agent of the Program for UCS. UCS may, at its sole discretion, retain the services of other sales Agents.
2. **Agent Compensation.** In consideration for the services rendered by the Agent hereunder, UCS agrees to pay Agent in accordance with the Agent Compensation Schedule, set out in **Schedule A** hereto (the “**Compensation**”). Compensation shall be paid in respect of each Merchant location referred to UCS by Agent only, and which Merchant has entered into a Merchant Agreement in a form prescribed by UCS (“**Merchant Agreement**”) as a direct result of the referral by Agent. Payment shall be due thirty (30) business days following receipt by UCS or written acknowledgement of the Merchant’s receipt of its Preprocessing Receipts, pursuant to **Schedule A** hereto. If a Merchant is referred to UCS by Agent, but does not sign a Merchant Agreement within 30 days of such referral, then the Agent forfeits its rights to Commissions in respect of that Merchant. If a Merchant referred by Agent defaults under its Merchant Agreement within the first 30 days after funding under the Merchant Agreement, the Agent shall immediately return to UCS the One-Time Lump Sum Compensation paid to Agent with respect to such Merchant (and, if Agent fails to do so, then without limiting Agent’s obligation to repay such amounts or any other rights of UCS, UCS may set off the amount of such One -Time Lump Sum Compensation against other amounts due to Agent hereunder). If a Merchant ceases procuring services from an UCS-designated credit card processor, Ongoing Compensation, as defined in **Schedule A**, shall terminate in respect of that Merchant. In the event that

a Merchant terminates or is in default of its obligations under a Merchant Agreement, no Ongoing Compensation shall be paid in respect of such Merchant. Payment of all Compensation to Agent shall continue and survive termination of this Agreement, except in case of a breach of this Agreement by Agent. Notwithstanding anything to the contrary herein, Agent must refer no less than two new merchants to UCS each calendar month that receive cash advances from UCS to remain "Active." In any month an Agent is "Inactive," the Agent automatically forfeits any rights to upfront and residual compensation with respect to Agent's merchant portfolio with UCS. An Agent can return to "Active Status" after becoming "Inactive" by meeting the two new merchant monthly thresholds set forth in the preceding sentence.

3. **Merchant Application and Agreement.** Agent shall present to each potential Merchant only such marketing and promotional material that has been provided by UCS or approved by UCS in advance in writing. Included in such materials shall be a Merchant Application, in a form prescribed by UCS and a Merchant Agreement. Under no circumstances shall Agent have any right, in the course of carrying out its obligation hereunder, to offer or present any material (printed, electronic or otherwise) to any prospective Merchant, actual Merchant or any other third party that has not been supplied by UCS or approved in advance in writing by UCS. UCS only shall be authorized to accept, ratify or finalize any Merchant Agreement and include a Merchant in the Program UCS may, at its sole and absolute discretion decline to accept any Merchant to the Program for any reason whatsoever. Under no circumstances shall Agent hold out that it has any right to accept or decline a Merchant application for a Merchant Agreement nor shall it hold out or represent to any third party that it has the right to: (a) modify in any way or accept any Merchant Agreement; (b) include a Merchant in the Program; or (c) bind UCS legally or otherwise. No agreement made by or through Agent or its affiliates shall be legally or otherwise binding on UCS until accepted in writing by a duly authorized officer of UCS. Agent shall be solely responsible for any and all expenses incurred by Agent in performance of services hereunder including, but not limited to, expenses related to any Agent employees or consultants. Agent acknowledges and agrees that UCS may, at its sole discretion, amend the terms of the Program, including, without limitation the pricing thereof without prior notice or consent from Agent.
4. **Agent Identification.** In the course of carrying out its obligations hereunder, Agent shall clearly identify itself with its own corporate name, but also disclosing to all third parties that it is an agent of UCS for the promotion of the Program. Agent 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 connection with this Agreement (collectively "**Agent Parties**") shall be governed, controlled and directed by, and shall be in full compliance with, the terms hereof and shall at all times and in respect of all parties and third parties be construed as actions taken by Agent subject to the terms hereof. Agent acknowledges and agrees that UCS shall not be liable in any manner for any liability of Agent to any third party for any reason. Agent shall be responsible to ensure that all Agent Parties are adequately trained to perform hereunder and conform to all of the provisions hereof. Agent covenants that Agent Parties shall abide by the obligations of the Agent set out in **Schedule A** hereto.

5. **Representation and Warranties.** Each party hereto represents and warrants to and for the benefit of the other party that as of the date hereof and during the term hereof:

- A. It is a corporation or limited liability company organized, validly existing and in good standing under the laws of the State where its principal office located;
- B. It has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement.
- C. Intentionally Omitted.
- D. Its performance of this Agreement will not violate any applicable law or regulation or any agreement to which it may now be bound;
- E. This Agreement represents its valid obligation and is fully enforceable against it;
- F. It is not a party to any pending litigation that would have an impact on this Agreement and have never been fined or penalized by Visa, MasterCard, NACHA or any other association in the credit, payments or banking industry; and
- G. It is not on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list.

Agent covenants that during the term hereof and so long as it is bound by the non-interference provisions hereof, it shall:

- A. Comply with any and all policies and guidelines established by UCS.
- B. Where appropriate, inform potential Merchants that they are required to change credit card processors in order to participate in the Program;
- C. Accurately describe the Program;
- D. Immediately inform UCS of any changes that become known to Agent in the address, ownership or business or operations of itself or of any Merchant;
- E. Deliver to UCS all documents required as part of a Merchant Application together with each application, including, without limitation: Merchant Agreement, Application Form, voided Merchant check, Merchant statements, and any other documents required according to UCS guidelines, such as they may be from time to time;
- F. Not use any promotional material for the Program without the prior written consent from UCS, including, without limitation, any logo, trademark or mark of any kind of UCS or any of its Affiliates;
- G. Remain cognizant and in agreement that this Agreement may be terminated immediately by UCS upon breach of any obligation, covenant, representation or warranty set forth in this Agreement or if determined by UCS, in its sole discretion that Agent is causing a negative effect on the Program, UCS or its affiliates;
- H. Not cause or solicit a Merchant to terminate or alter its credit card processing to another bank or processor, which has no contractual affiliation with UCS or any of its affiliates;

6. **Term and Termination.** The term of this Agreement shall begin on the date appearing on the first page hereof and will continue for an initial term of one (1) year. After such initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party upon ninety (90) days written notice prior to the end of the then current term. This Agreement may be terminated immediately by UCS upon breach by Agent of any of its obligations herein or if,

as determined by UCS, Agent or any of Agent Parties causes a detrimental effect to the Program, UCS or any of its affiliates, other programs, officers, employees or Merchants.

7. **Non-Interference.** During the term of this Agreement and for a period of two (2) years thereafter, or after Agent stops receiving Compensation hereunder, whichever comes last, Agent and Agent Parties shall not themselves or permit any respective subsidiary, Affiliate or successor in interest of their respective officers, employees, agents or nominees; (i) to interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with UCS's contractual relationship with any of its Merchants or clients; (ii) to cause or attempt to cause any Merchant or other UCS client to terminate its relationship with UCS or utilize the services of any entity other than UCS. For the purposes of this Agreement the term "**Affiliate**" or "**affiliate**" shall mean, with respect to a specified party, any party that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified party.
8. **Non-Solicitation.** The parties agree that throughout the term of this Agreement and for two (2) years thereafter, none of Agent Parties, nor any of their respective affiliates shall hire any of the current officers or employees or agents of the other party hereto or any of its Affiliates so long as such restricted employee or agent remains employed or retained by such party or its Affiliates, without the prior written consent of such party.
9. **Remedies.** Without limiting the foregoing, in the event of a breach of Section 1,3,4,5,6 or 7 of this Agreement by Agent or any Agent Party, UCS shall be entitled to apply to a court of competent jurisdiction for an injunction to restrain such breach, without the need for bond, and UCS shall have no obligation to make any further Compensation or other payment to Agent that might otherwise come due after such breach; provided that Agent does not cure the breach within 10 calendar days after notice thereof. Any remedies hereunder shall be in addition to any other remedies available to UCS in law or in equity.
10. **Assignment; Successors; Amendments.** Agent may not assign any right or obligation under this agreement to any third party without prior written consent of UCS, including an assignment by virtue of a sale of Agent's business. UCS may assign its rights and obligations hereunder with notice to the Agent. This Agreement shall inure to the successors and permitted assigns of the parties hereto. With the exception of amendments to the Program and Compensation which may be made at the discretion of UCS, this Agreement may be amended only by a written agreement executed by both parties hereto.
11. **Confidential Information.** Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and security as it treats its most confidential information. Each party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this

Agreement, neither party shall disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, and the duty of confidentiality created by this section shall survive any termination of the Agreement. "Confidential Information" means all proprietary, secret or confidential information or data relating to either party and its affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include customer lists, card member account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law.

12. **Notices.** Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by internationally recognized overnight courier, registered or certified mail (postage prepaid with return receipt requested) to the address of UCS or Agent set forth below. Such notices or other communications shall be deemed received (i) on the date delivered, if delivered personally, (ii) on the business day after being sent by an internationally recognized overnight air courier or (iii) five days after being sent, if sent by first class registered mail, return receipt requested.

If to Agent: Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

If to UCS: United Capital Source, LLC
535 8th ave
9th Floor
New York, NY 10018
Attention: CEO
Phone: (646) 448-1701
Fax: (888) 383-2892

13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its conflict of laws, principles or rules. The parties hereto consent to the jurisdiction of the federal courts located in the Eastern District of the State of New York and the state court located within the County of Nassau of the State of New York, which will have the sole and exclusive jurisdiction over the parties with regard this Agreement. 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.

14. **Legal Fees.** In the event that either party institutes any action or suit to enforce this Agreement or to obtain relief from any default hereunder or breach hereof, the prevailing party shall be entitled to recoup, from the other party, all costs incurred to enforce this Agreement including, but not limited to, reasonable attorneys' fees and the cost of collecting any judgment rendered therein.
15. **Whole Agreement.** This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer any rights or remedies upon any persons or entities not parties to this Agreement.
16. **Relationship of Parties.** UCS and Agent are independent contractors hereunder and their relationship shall not be construed as any other form of employer/employee relationship, joint venture or partnership. UCS intends no contract of employment, express or implied, with either Agent or any Agent Party; neither Agent nor any Agent Party has obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. Agent agrees that it shall be solely responsible for the purchase and maintenance of employment or workers compensation insurance coverage related to its employees and that UCS shall have no responsibility for any such liabilities.
17. **Limitation of Liability.** UCS shall not be liable hereunder to Agent or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if the party at fault has been advised of the possibility of such damages.
18. **Severability.** If any provision hereof is for any reason determined to be invalid, such provision shall be deemed modified so as to be enforceable to the maximum extent permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

United Capital Source, LLC

Jared Weitz
Chief Executive Officer

Name:
Title:

Schedule A

Agent Compensation

This Agent Compensation Schedule sets out the terms of payment of Compensation under the United Capital Source ISO Agent Sales Agreement (the “**Agreement**”). In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Compensation is subject to change when changes are made by UCS to the Program.

Agent shall be paid its **One-Time Lump Sum Compensation**, in respect of a Merchant, five (5) business days after the purchase price for the Receipts is paid by UCS to the Merchant (provided the Merchant is still processing with one of UCS’s approved processors and is forwarding UCS all amounts due).

All Compensation is based on the Funded NET Amount of the cash advance.

Agent agrees and acknowledges that that following funding rates and compensation shall apply to any merchants to which funding is provided:

Term	Rate	Commission
1-60 month	1.05-1.47	.05-12%

** From time to time, UCS may offer certain financing plans or programs not discussed herein. UCS will notify Agent if any such plans or programs are available to a given merchant. In such instances, UCS will notify Agent, in writing, of the associated compensation Agent will receive.

** Renewals are paid as 50% of the NET FUNDED to the merchant