INDEPENDENT SALES ORGANIZATION AGREEMENT

This Independent Sales Organization Agreement (the "Agreement") is made as of ____________________________ ("Effective Date") by and between Trust Capital Funding, LLC ("TCF"), a Delaware limited liability company, with an office at 10 Kearney Road, Suite 102, Needham, MA 02494, and the independent sales organization, ____ ("ISO"), a ______________________________ [STATE] ______________________________ [ENTITY TYPE], with an office located as set forth on the signature page of this Agreement. Each of the foregoing may be referred to individually hereinafter as a "Party" and collectively as the "Parties."

WHEREAS, TCF is in the business of purchasing future receivables, funding merchant cash advances, revenue financing transactions, and other forms of commercial funding or financing transactions to businesses for business purposes (the "Services") and ISO is an entity engaged and experienced in the marketing and promotion of similar services and wishes to refer transactions to interested businesses ("Merchants", and individually, a "Merchant") to TCF on a non-exclusive basis;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ISO OBLIGATIONS

ISO will market and promote the Services on behalf of TCF on a non-exclusive basis and will assist Merchants in completing and submitting applications to TCF, in a form provided by TCF or through TCF's webpage (a "Merchant Application"), together with supporting materials to be gathered by ISO from the Merchants. TCF will evaluate any Merchant Application submitted by ISO and, at its sole and absolute discretion, decide whether to accept or deny such Merchant Application or offer the Services or any related services to Merchant under any other terms. If TCF accepts the Merchant, it will provide the Merchant (or provide ISO to forward to Merchant and assist Merchant) with an agreement between Merchant and TCF ("Merchant Agreement") for the Merchant to review and sign. Each Merchant, assisted by ISO, shall comply in full with the provisions of TCF's Merchant Agreement and any requirements set forth in the rules and policies of TCF as they may exist from time to time.

ISO will not be entitled to any Compensation (as defined in Section 4) for the submission of any Merchant Application until the Merchant is approved, executes a Merchant Agreement and is successfully funded by TCF. ISO will also be entitled to Compensation for renewal Merchant Agreements by a Merchant referred to TCF by ISO, subject to the terms of Schedule A. If ISO submits a Merchant Application to TCF, but the Merchant does not execute a Merchant Agreement within fifteen (15) days of TCF providing the Merchant Agreement to ISO or the Merchant, ISO shall not receive Compensation in respect of that Merchant, and TCF (or one of its other independent sales organizations or agents) may directly solicit that Merchant.

ISO is responsible for communicating with the Merchants to solicit them to sign any renewal Merchant Agreement. If ISO does not timely reach out to Merchant for renewal prior to the Merchant's delivery of 90% of any payments due to TCF and TCF renews directly with the Merchant, ISO will be entitled to only 50% of any Compensation to which it would otherwise be entitled.

2. RELATIONSHIP OF PARTIES; NO AGENCY; ISO IDENTIFICATION

(a) **Independent Contractor.** ISO IS AN INDEPENDENT CONTRACTOR OF TCF. THE PARTIES' RELATIONSHIP SHALL NOT BE CONSTRUED AS ANY FORM OF AGENCY, EMPLOYER/EMPLOYEE RELATIONSHIP, JOINT VENTURE, PARTNERSHIP, OR

FRANCHISE. TCF INTENDS NO CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED, WITH EITHER ISO OR ANY ISO AFFILIATES (AS DEFINED BELOW).

(b) **No Authority to Bind.** ISO has no authority whatsoever to act on behalf of TCF, to bind TCF to any obligation, to make representations on behalf of TCF, or to hold itself out as an agent of TCF, and shall not hold out or represent to any Merchant or third party that it has any right to accept, decline, negotiate, modify, or finalize any Merchant Application or Merchant Agreement or otherwise to bind TCF, legally or otherwise. No agreement made by or through ISO shall be legally or otherwise binding on TCF unless and until accepted in writing by a duly authorized officer or agent of TCF.

(c) **Required Disclosures; Identification.** In the course of carrying out its obligations hereunder, ISO shall clearly identify itself with its own name and/or corporate name, and shall clearly and prominently disclose to all Merchants and third parties, both orally and in writing, that: (i) ISO is an independent sales organization and NOT an authorized agent, employee, or representative of TCF; (ii) ISO does not have the authority to negotiate, accept, modify, or finalize any Merchant Agreement on behalf of TCF; and (iii) ISO is referring Merchants to TCF for the Services but is not itself providing the Services.

(d) **ISO Affiliates.** ISO agrees that its actions and the actions of its shareholders, affiliates, directors, officers, employees, independent contractors, representatives, agents, principals, and associates (collectively, "ISO Affiliates") under or in connection with this Agreement shall be governed, controlled, and directed by, and shall be in full compliance with, the terms of this Agreement, and that ISO shall not have any authority to act on behalf of TCF that is not specifically delineated by this Agreement. ISO shall be responsible to ensure that all ISO Affiliates are adequately trained to perform hereunder and comply with all provisions of this Agreement.

(e) **Expenses; Employees; Taxes.** Neither ISO nor any ISO Affiliate has obtained any right to employment, compensation as an employee, or any other benefits of an employee by way of this Agreement. ISO shall be solely responsible for any and all expenses incurred by ISO in the performance of its services hereunder, including without limitation expenses related to any ISO employees or consultants; for the purchase and maintenance of employment or workers compensation insurance coverage; and for the reporting and payment of all applicable taxes related to ISO and its employees. TCF shall have no responsibility for any such liabilities.

(f) **Non-Exclusivity; No Liability for ISO Acts.** ISO acknowledges that it is not the only or exclusive sales organization of the Services on behalf of TCF, which may, at its sole discretion, retain the services of other independent sales organizations or agents. ISO acknowledges and agrees that TCF shall not be liable in any manner for any liability of ISO to any third party for any reason, including without limitation for any misrepresentations made by ISO concerning the nature of the Services.

3. MERCHANT APPLICATIONS AND AGREEMENTS

When marketing the Services for TCF, ISO shall present to each Merchant only marketing and promotional materials, Merchant Applications, or Merchant Agreements that have been provided by TCF or approved by TCF in advance in writing, and shall not offer or present any material (printed, electronic, or otherwise) to any prospective Merchant or any other third party that has not been so provided or approved. ISO shall truthfully and correctly represent the nature of the Services and shall not misrepresent any product or service offered by TCF. By way of example, and without limitation, ISO shall not misrepresent to any Merchant that TCF can offer it a "loan" when ISO is promoting a merchant cash advance or revenue financing agreement. ISO shall not make claims to Merchants about TCF's fees, rates, costs, terms, benefits, or pricing unless ISO has a reasonable basis to substantiate that such claims are true.

Only TCF is authorized to accept, ratify, or finalize any Merchant Agreement. TCF, at its sole and absolute discretion, may decline to accept any Merchant for the Services for any reason whatsoever, and may amend the terms of a Merchant Agreement or the pricing that TCF offers to Merchants without prior notice to or consent from ISO.

Any separate agreements or arrangements made between ISO and any Merchant, and any representations made by ISO to any Merchant, shall not be binding upon or construed against TCF. ISO shall not require or collect any fee, charge, commission, or other compensation or reimbursement from or on behalf of any Merchant except as expressly permitted under Section 8(p); unless so agreed with TCF, ISO's only compensation for submitting a Merchant Application or Merchant Agreement will be from TCF, as agreed in this Agreement. ISO, in dealing with any Merchants, shall at all times comport itself with the highest standards of business ethics and integrity.

4. ISO COMPENSATION

If TCF enters into a Merchant Agreement with a Merchant as a direct result of a Merchant Application solicited from Merchant by ISO, TCF will pay ISO in accordance with the ISO Compensation Schedule, set out in Schedule A hereto ("Compensation"). Compensation will be due within seven (7) business days following the funding of the Merchant Agreement, unless the Parties agree otherwise in writing. TCF may amend Schedule A at any time by giving ISO five (5) 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 TCF sends the notice. Any revised terms will apply only to Merchants that ISO refers to TCF after the Notice Period. ISO's submission of a Merchant Application to TCF after the Notice Period will constitute acceptance of the revised terms.

5. ISO ACCOUNT AND ACH AUTHORIZATION

Throughout the term of this Agreement, ISO irrevocably authorizes TCF and/or its agent(s) to deposit any Compensation owed to ISO into a designated bank account owned or within the control of ISO (the "Account") by automated clearing house (ACH) deposit, and to ACH debit from the Account any amounts owed to TCF including without limitation any clawed-back Compensation, as described in Section 6 (together with applicable fees). ISO shall execute an ACH authorization form annexed as "Exhibit B" to designate the Account and authorize TCF to obtain electronic fund transfer services to and from the Account. In the event the Account becomes unavailable or ISO needs to change the Account for any reason, ISO shall obtain advance approval from TCF for the change and execute a new ACH authorization form in favor of TCF prior to the first date of such unavailability or cessation of services.

6. CLAW BACK OF ISO COMPENSATION

(a) **Lien and General Clawback Right.** TCF shall have a lien against the Account for the full amount of any Compensation paid to ISO on account of a Merchant until the full purchased amount is delivered by Merchant to TCF. TCF is entitled to claw back any and all Compensation paid with respect to such Merchant in the event of a Merchant Default (as defined below), a Stacking Violation (as defined below), a Debt Relief Violation (as defined below), or in the event of any default by ISO under this Agreement (including without limitation violation of ISO's obligations under Sections 2, 3, 4, 5, 7, 8, 9, 10, and 11), and to offset the claw-back amount (the "Claw-Back Amount") against any other Compensation to be paid by TCF to ISO with respect to the Merchant or any other Merchants.

(b) **Merchant Default.** A "Merchant Default" for the purposes of this Agreement shall mean any of the following occurring within the first forty (40) business days after funding for a standard MCA product, or within sixty (60) business days after funding for a deferred payment product: (i) the Merchant defaults under the terms of its Merchant Agreement or materially falls below expected performance pace (e.g., not sufficient funds (NSF), blocks account, changes bank accounts, files for bankruptcy, or three (3) or more scheduled ACH debits are returned, whether or not such default or failure to perform was caused by ISO); (ii) the Merchant fails to pay or transfer at least fifteen percent (15%) of purchased receivables within the applicable clawback period; or (iii) the Merchant becomes insolvent or files for bankruptcy protection.

(c) **Stacking Violation — No Time Limitation.** A "Stacking Violation" shall mean, without any time limitation whatsoever, whether occurring before, during, or after the clawback periods set forth in Section 6(b): (i) ISO brokers, solicits, facilitates, or causes, directly or indirectly, a Merchant to accept any merchant cash advance, loan, revenue-based financing, or any other form of financing or purchase of receivables from any entity other than TCF without the prior written consent of TCF, at any time prior to the Merchant delivering one hundred percent (100%) of all payments due to TCF under the Merchant Agreement (the practice commonly known as "stacking"); or (ii) ISO takes any action to solicit or encourage a Merchant to breach any provision in the Merchant Agreement at any time prior to the full purchased amount being delivered by Merchant to TCF. In the event of a Stacking Violation, TCF shall be entitled to immediately claw back the full amount of any and all Compensation paid to ISO with respect to such Merchant, regardless of when the Stacking Violation occurs, and ISO shall have no right to any further Compensation in respect of such Merchant.

(d) **Debt Relief Company Violation — No Time Limitation.** A "Debt Relief Violation" shall mean, without any time limitation whatsoever: (i) ISO refers, directly or indirectly, any Merchant that entered into a Merchant Agreement with TCF to any debt settlement company, debt consolidation company, merchant cash advance settlement or relief company, attorney, or any other entity for the purpose of settling, renegotiating, consolidating, or otherwise interfering with any obligation of such Merchant to TCF; (ii) ISO engages in, or is affiliated with any entity that engages in, any debt settlement, debt consolidation, MCA settlement, MCA relief, or any other business or service that consults or advises Merchants with respect to defaulting on (or with respect to an existing default on) their merchant cash advance or other financial obligation to TCF; or (iii) ISO advises, counsels, or encourages any Merchant to default on or cease making payments due under any Merchant Agreement with TCF. Notwithstanding any provision hereof, and without limiting any legal remedies available to TCF, in the event of a Debt Relief Violation, TCF shall have the right to immediately claw back the amount of any and all Compensation ever paid to ISO under this Agreement – not limited to the Merchant at issue – as liquidated damages, plus any additional damages TCF may suffer as a result of such violation.

(e) **Recovery of Claw-Back Amounts.** TCF shall recover the Claw-Back Amount through any or all of the following methods, in TCF's sole discretion: (i) offset and credit the Claw-Back Amount against any Compensation or other amounts payable to ISO under this Agreement or any other agreement between the Parties; (ii) debit the Account by ACH without prior notice, as ISO has expressly and irrevocably authorized under Section 5; (iii) demand direct payment from ISO, which ISO shall promptly remit within five (5) business days of such demand; or (iv) pursue any and all legal and equitable remedies available to TCF, including injunctive relief pursuant to Section 14. If funds are not available in the Account, ISO must pay the Claw-Back Amount on demand.

(f) **Withholding of Compensation During Unresolved Breach.** Without limiting the foregoing, in the event of any material breach or default by a Merchant under any Merchant Agreement, or any breach by ISO of any provision of this Agreement, TCF may withhold all future Compensation due to ISO in relation to any and all Merchants (not solely the affected Merchant) until the breach is either remedied or resolved to TCF's reasonable satisfaction. Following termination of this Agreement, or at the close of any quarterly period if so requested by TCF, to the extent there is no Compensation against which to apply the Claw-Back Amount, ISO shall promptly make a direct payment to TCF in the amount of any outstanding Claw-Back Amount.

(g) **Equitable Relief and Attorneys' Fees.** In the event that ISO refuses to pay the Claw-Back Amount or takes or threatens any action to prevent TCF from debiting Compensation from the Account, ISO consents and agrees that TCF shall be entitled to any available equitable relief in accordance with Section 14, and to an award of reasonable attorneys' fees and costs in any proceeding to enforce this Section 6 in accordance with Section 15.

7. COMPLIANCE WITH STATE DISCLOSURE AND REGISTRATION LAWS

ISO covenants that it is aware of and will comply with any state laws concerning disclosure and registration relating to the merchant cash advance, sales-based financing, or receipt purchasing industries for any states from which ISO solicits Merchant Applications, including without limitation California SB1235, Connecticut SB1032, Florida HB 1353, Georgia SB90, New York S5470, Utah SB183, Virginia HB1027, and Illinois SB2234. Without limitation, this obligation includes:

(a) Filing all registrations required for independent sales organizations or brokers under Virginia HB1027 and Connecticut SB1032 and any other state that requires broker registration, and maintaining such registrations in good standing throughout the term of this Agreement.

(b) With respect to California SB1235 and New York S5470: (i) ISO shall promptly familiarize itself with the requirements of California SB1235 and the rules issued by the California Department of Financial Protection and Innovation thereunder (the "California Rules"), and New York S5470 and the rules issued by the New York State Department of Financial Services thereunder (the "New York Rules"), which impose certain disclosure requirements in connection with commercial financing transactions in the amount of $500,000 or less (in California) and $2,500,000 or less (in New York), including without limitation to provide a prescribed disclosure form (a "Disclosure") to any merchant applicant that applies from one of those states (a "Covered Merchant") at the time of making an initial written offer of commercial financing, whether that offer is made by the provider (i.e., TCF) or by a broker (i.e., ISO) and thereafter obtaining the Covered Merchant's signature on such Disclosure. (ii) For purposes of this Agreement, a Covered Merchant shall include a Merchant that makes any written representation that its business is principally directed or managed from California or New York, provides a business address in California or New York, or is incorporated in California or New York. (iii) ISO represents, warrants, and covenants that, before an executed Disclosure is received by TCF from a Covered Merchant, ISO shall not include in any written communication to a Covered Merchant in connection with a specific commercial financing offer, based upon information from or about the Covered Merchant, (1) a periodic payment amount, irregular payment amount, or financing amount, and (2) any rate, price, or cost of financing (including, without limitation, any total repayment amount) (collectively, "triggering terms"). ISO further agrees to supervise, train, and monitor its employees, representatives, and agents regarding this prohibition against including triggering terms in written communications to recipients before a Disclosure is provided. (iv) ISO shall strictly comply with all written policies and procedures issued by TCF from time to time with respect to compliance with California SB1235, the California Rules, New York S5470, and the New York Rules. ISO shall not provide a specific single written commercial financing offer to a Covered Merchant until authorized by TCF to do so after TCF has obtained a signed Disclosure and TCF gives ISO written confirmation that TCF has provided the disclosures to the Covered Merchant directly or through some other means. (v) If, and only if, TCF asks ISO to provide a Covered Merchant with a Disclosure instead of TCF providing the Disclosure directly to the Covered Merchant, ISO shall promptly transmit the unaltered Disclosure received from TCF to the Covered Merchant, urge the Covered Merchant to promptly review it, and within two (2) business days of the date that ISO transmits the Disclosure to a Covered Merchant, ISO shall provide evidence of transmission of the Disclosure to TCF in form and substance acceptable to TCF, including the time of transmission. If the commercial financing transaction related to the disclosures is expected to be consummated, ISO shall cause the Covered Merchant to sign a copy of the Disclosure and shall immediately transmit the signed copy to TCF. ISO acknowledges that a commercial financing transaction shall not be consummated unless and until TCF has obtained a signed copy of the Disclosure. (vi) ISO acknowledges and agrees that TCF may take any necessary or appropriate steps to confirm ISO's compliance with its obligations under this section, including without limitation investigation of facts that may indicate that ISO has not provided Disclosures to one or more Covered Merchants. TCF may immediately terminate the Agreement in the event TCF in its sole discretion finds that ISO has not complied with its obligations under this section, in which event TCF shall not be liable to pay any further Compensation and shall be entitled to be repaid any Compensation paid in respect of Covered Merchants to whom ISO did not comply with this section.

(c) With respect to Florida HB 1353 and Georgia SB90, ISO represents, warrants, and covenants that it will not (i) assess, collect, or solicit an advance fee from a Merchant to provide services as a broker (other than soliciting the Merchant to pay for actual services necessary to apply for a commercial financing transaction, such as a credit check or an appraisal of security if such payment is made by check or money order payable to a party independent of ISO), (ii) make or use any false or misleading representation or omit any material fact in the offer or sale of services by ISO, or engage in an act that operates or would operate as a fraud or deception upon any Merchant, (iii) make or use any false or deceptive representation in business dealings, or (iv) (for Florida only) offer the services of a broker in any advertisement without disclosing the actual address and telephone number of the business of the broker and the address and telephone number of any forwarding service the broker may use.

(d) Complying with any similar state laws or rules that have been passed or may in the future be passed, including without limitation in the States of Illinois, Maryland, New Jersey, and any other jurisdiction.

(e) ISO acknowledges that its indemnification obligations under Section 16 include any damages TCF incurs as a result of ISO's failure to comply with state disclosure or registration laws.

8. ADDITIONAL OBLIGATIONS OF ISO

ISO covenants, represents, and warrants that during the term of this Agreement 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 TCF;

(b) Where appropriate, inform Merchants that they are required to change credit card processors or bank accounts in order to participate in the Services offered by TCF;

(c) Accurately describe the Services and the contents of the Merchant Agreement to Merchants;

(d) Immediately inform TCF of any changes that become known to ISO in the address, bank account, ownership, or business or operations of itself or of any Merchant referred by ISO to TCF;

(e) Deliver to TCF all documents required as part of a Merchant Application together with each application, including, without limitation, the Merchant Application, Merchant Agreement, voided check, bank statements, credit card processor statements, and any other documents TCF requires or believes is desirable for review and funding approval;

(f) Maintain a ratio of less than 10% defaults on funded Merchants;

(g) Not use any promotional material for TCF's services without prior written consent from TCF, including without limitation any logo, trademark, or mark of any kind of TCF;

(h) Not cause or solicit a Merchant to breach a Merchant Agreement, change its bank account, terminate or alter its credit card processing to another bank or processor, divert receivables to a different account than the one designated in the Merchant Agreement, stop payment, or take any other action which would threaten or cause the Merchant's receivables to diminish, or hinder in any way TCF's ability to collect any amounts that TCF is entitled to receive from Merchant;

(i) Not submit false, faulty, or fraudulent information or documentation in support of any Merchant Application or Merchant Agreement (or which ISO has any reason to believe is false, faulty, or fraudulent) or withhold from TCF any information ISO has obtained from or about Merchant that ISO believes or has reason to believe would be material to TCF's decision to enter into a Merchant Agreement, including without limitation any information that would lead ISO to suspect that any information or documentation is false, faulty, or fraudulent in any way. ISO shall make reasonable inquiry as to the accuracy of the information provided on a Merchant Application, such as the signature, name, addresses, amounts, and other statements appearing on the application and any supplemental information obtained by ISO;

(j) Not engage in any conduct constituting a Debt Relief Violation (as defined in Section 6(d)). ISO represents that it is not affiliated with, and has no ownership or contractual interest in, or contract, arrangement, or understanding with, any debt settlement, debt consolidation, merchant cash advance settlement, or merchant cash advance relief company;

(k) Not engage in any conduct constituting a Stacking Violation (as defined in Section 6(c)), whether the other financing is entered into prior to, at the same time as, or after a Merchant enters the Merchant Agreement;

(l) Not market or promote the Services to individuals for consumer, family, or household purposes or submit any Merchant Application knowing that a Merchant intends for the funds to be used for such purposes;

(m) Disclose to Merchants, when required by applicable law, the compensation that ISO will receive from TCF in connection with the transaction;

(n) Not be a party to any lawsuit, judgment, or order for violations of any consumer protection law, rule, or regulation, including but not limited to the Telephone Consumer Protection Act (47 U.S.C. § 227 et seq.), and shall not have been formally investigated, fined, or penalized by any regulatory agency;

(o) Comply with all applicable federal, state, and local laws, rules, and regulations in the performance of its obligations hereunder, including without limitation the Equal Credit Opportunity Act, Truth in Lending Act, the Telephone Consumer Protection Act, and regulations issued thereunder, and all applicable laws concerning the marketing of financial products to Merchants; and

(p) Not charge, assess, collect, or solicit, directly or indirectly, any fee, charge, commission, advance fee, or other compensation of any kind from any Merchant in connection with such Merchant's application for, referral to, or receipt of Services from TCF. ISO's sole source of compensation shall be the Compensation paid by TCF pursuant to this Agreement. TCF may, in its sole and absolute discretion, grant prior written consent on a case-by-case basis for ISO to charge a specific fee to a specific Merchant, provided that any such consent must be in writing, signed by an authorized officer of TCF, and shall specify the maximum fee amount and the Merchant to which it applies, and provided further that ISO clearly discloses to the Merchant, in writing, that ISO, not TCF, is charging the fee and that any fees not disclosed in the Merchant Agreement are not being charged by TCF. Any fee charged without such prior written consent, or in excess of the amount specified in such consent, shall constitute a material breach of this Agreement, and TCF shall have the right to: (i) withhold the full amount of any and all Compensation otherwise payable to ISO in respect of such Merchant; (ii) claw back any Compensation previously paid in respect of such Merchant; and (iii) immediately terminate this Agreement for cause. ISO shall indemnify and hold harmless TCF, in accordance with Section 16, from any claims, damages, or liabilities arising from ISO's unauthorized collection of fees from any Merchant.

TCF may share information regarding this Agreement or ISO or any ISO Affiliate with any third party in order to determine whether ISO is in compliance with this Agreement.

9. ISO REPRESENTATIONS AND WARRANTIES

ISO represents and warrants that as of the Effective Date and throughout the term of this Agreement: (a) ISO is either (i) an individual or (ii) a corporation or limited liability company organized, validly existing, and in good standing under the laws of the State where its principal office is located; (b) if ISO is an entity, ISO has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement; (c) ISO's performance of this Agreement will not violate any applicable law or regulation or any agreement to which it may now be bound; (d) this Agreement represents ISO's valid obligation and is fully enforceable against it; (e) ISO is not a party to any pending litigation that would have an impact on this Agreement and has never been fined or penalized by Visa, MasterCard, NACHA, or any other association in the credit, payments, or banking industry; (f) ISO is not on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list; (g) ISO is properly licensed and qualified to transact business in all jurisdictions where it conducts activities contemplated by this Agreement, and specifically, if required by applicable law, ISO maintains any lender's and/or broker's license required to conduct its activities under this Agreement; and (h) ISO conducts its activities in compliance with all state and federal credit laws, including those referenced in Section 8(o).

10. NON-SOLICITATION AND NON-INTERFERENCE

Except as otherwise provided in this Agreement, throughout the term of this Agreement and for two (2) years thereafter, neither ISO nor any ISO Affiliate shall directly or indirectly, on ISO's behalf or on behalf of any other person or entity: (i) solicit, cause, or attempt to cause any Merchant referred by ISO or any ISO Affiliate to TCF, or any Merchant whose identity appeared on any Merchant list to which ISO or any ISO Affiliate was given access, to terminate its contractual relationship with TCF or utilize the services of any entity other than TCF, or otherwise interfere in any manner whatsoever in the relationship between the Merchant and TCF; or (ii) solicit any employee, contractor, agent, or independent sales organization of TCF with whom ISO or its affiliate had significant interaction within the three months preceding the termination of this Agreement, or whose identity appeared on any employee, contractor, agent, or independent sales organization list to which ISO or any ISO Affiliate was given access, or interfere in any manner whatsoever with their relationship with TCF.

11. CONFIDENTIAL INFORMATION

(a) **Definition.** "Confidential Information," as used in this Agreement, means all proprietary, secret, or non-public information or data relating to either Party or any of their affiliates, Merchants, operations, employees, products or services, clients, customers, or potential customers. Confidential Information shall include Merchant or 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) becomes publicly available through no wrongful act of the receiving party; (iv) is independently developed by the receiving party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law.

(b) **Use and Nondisclosure.** 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 the Confidential Information, 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.

(c) **No Sale or Exchange of Data.** ISO will not sell, purchase, provide, or exchange credit card, debit card, or bank account numbers or merchant information, or any information collected or received hereunder, to any third party without the prior written consent of TCF.

12. TCF AFFILIATES

TCF in its sole discretion may forward or refer any Merchant Application received from ISO to any affiliated entity with TCF or with whom TCF has a referral relationship (a "TCF Affiliate"). If TCF forwards a Merchant Application to a TCF Affiliate, that affiliate will evaluate and, at its sole discretion, accept or deny such application. Under such circumstances, the TCF Affiliate that successfully enters a Merchant Agreement with the Merchant referred by ISO and funds the transaction shall be solely responsible to pay ISO any Compensation it would be entitled to under this Agreement, or, if ISO has an independent sales organization agreement with such TCF Affiliate, payments will be made by the TCF Affiliate only in accordance therewith and ISO will not be entitled to any Compensation under this Agreement.

13. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and will continue for an initial term of one (1) year. After the initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party upon thirty (30) days written notice. In the event of such termination, ISO shall be entitled to all such Compensation that had been earned or accrued as of the date of the termination. This Agreement (and any Compensation owed by TCF to ISO) may be terminated immediately by TCF upon ISO's breach of any obligation, covenant, representation, or warranty set forth in this Agreement, or if ISO or any of ISO's Affiliates causes a detrimental effect to TCF, any TCF Affiliate, or Merchants (a "termination for cause"). In the event of a termination for cause, in addition to all other rights and remedies, TCF shall have no obligation to pay any further Compensation to ISO.

14. EQUITABLE REMEDIES

Without limitation of any other provision in this Agreement, in the event that ISO breaches or threatens to breach any of the covenants, representations, and warranties in Sections 2, 6, 7, 8, 9, 10, and 11, ISO hereby consents and agrees that TCF shall be entitled to the ex parte (without advanced notice) entry of a preliminary or permanent injunction, temporary restraining order, prejudgment attachment, or other equitable relief, including without limitation to protect against such breach or threatened breach, from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security with respect to obtaining or continuing any injunction or temporary restraining order. Further, ISO releases TCF from, and waives any claim for, damages that may result to ISO from TCF obtaining any equitable relief pursuant to this Agreement. If a bond or other security is required, ISO consents that its damages would be de minimis and that the amount of the bond or security shall be no more than $500. ISO agrees that the aforementioned equitable relief shall not diminish any other right or remedy that TCF may have at law or in equity to enforce the provisions of this Agreement and shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

15. ATTORNEYS' FEES

ISO agrees that TCF and any TCF Affiliate shall be entitled to an award of reasonable attorneys' fees and costs in any proceeding (arbitral or judicial) to enforce this Agreement or for any other dispute arising out of or relating to this Agreement or the relationship between the Parties. The amount of court costs and attorneys' fees under this section or under any other provision of this Agreement shall include the amount of costs and fees incurred in making an application for costs and fees (so-called "fees on fees"), on appeal, or in bankruptcy court. ISO consents to pay the amount of $15,000 as liquidated damages, and not as a penalty, for TCF's successful application for injunctive relief under Section 14, which the Parties agree is a reasonable estimate of the costs for such an application (which shall not be a limitation on the overall amount of attorneys' fees and costs TCF shall be entitled to recover in any action).

16. INDEMNIFICATION

ISO will indemnify, defend, and hold harmless TCF and its affiliates, and their respective officers, managers, members, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, suits, demands, damages, judgments, fines, penalties, costs, liabilities, and expenses (including reasonable attorneys' fees and costs) suffered or incurred by any Indemnified Party arising out of or relating to: (a) the gross negligence, willful misconduct, or bad faith of ISO with respect to providing the Services or any other matters relating to or arising out of this Agreement; (b) any violation by ISO of applicable laws in the performance of its obligations hereunder, including without limitation any disclosure obligations such as the California Rules or the New York Rules; (c) any breach or non-fulfillment of any provision of this Agreement by ISO or an ISO Affiliate; (d) any misrepresentation made by ISO to any Merchant; or (e) any failure by ISO or ISO Affiliate to comply with any applicable federal, state, or local laws, rules, regulations, or codes in the performance of its obligations under this Agreement, including without limitation the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ISO's obligation to indemnify the Indemnified Parties hereunder shall survive any expiration or termination of this Agreement.

17. WAIVER OF SEPARATE ENTITY RULE

ISO waives, to the maximum extent permitted by law, the separate entity rule, such that any notice, demand, lien, levy, prejudgment attachment, postjudgment attachment, turnover order, restraining notice, or other process served upon any branch, department, or unit of ISO's bank, third-party payor, account debtor, or other garnishee shall be deemed served regardless of the branch, department, or unit served anywhere in the world, and will subject to attachment and collections any and all assets or other interests held by or for the benefit of ISO, regardless of the location of the assets or other interests anywhere in the world.

18. ASSIGNMENT; SUCCESSORS; AMENDMENTS

ISO may not assign, whether voluntarily or by operation of law, any right or obligation under this Agreement to any third party without prior written consent of TCF, including an assignment by virtue of a sale of ISO's business, except with prior permission of TCF. Any purported assignment in violation of the foregoing shall be deemed null and void. TCF may assign its rights and obligations hereunder with notice to the ISO. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, permitted assigns, heirs, executors, administrators, and legal representatives. With the exception of amendments to the Compensation which may be made at the discretion of TCF, this Agreement may be amended only by a written agreement executed by both parties hereto.

19. 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 TCF or ISO set forth on the signature page of this Agreement. 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 a recognized overnight air courier, or (iii) five days after being sent, if sent by first class registered or certified mail, return receipt requested. ISO is obligated to send notice to TCF of any change of address.

20. ENTIRE AGREEMENT

This Agreement, including all schedules, exhibits, and attachments thereto, including any authorization agreement for direct deposit and direct payments, 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.

21. LIMITATION OF LIABILITY

TCF and any TCF Affiliate shall not be liable hereunder to ISO or any ISO Affiliate or third party for any liquidated, indirect, consequential, exemplary, or incidental damages (including damages for loss of business profits) and has been advised of the possibility of such damages. TCF's or any TCF Affiliate's liability to ISO for any claims arising out of or relating to this Agreement shall be limited to the Compensation due in accordance with the terms of this Agreement.

22. THIRD PARTY BENEFICIARIES

Each of the TCF Affiliates is intended to be a third-party beneficiary under this Agreement and may enforce this Agreement against ISO. 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, including any Merchants, other than the TCF Affiliates.

23. 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.

24. GOVERNING LAW, VENUE, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regards to any applicable principles of conflicts of law. Any suit, action, or proceeding arising out of or relating to this Agreement or the transaction contemplated herein or the interpretation, performance, or breach hereof, shall be instituted in any federal or state court sitting in Norfolk County in the Commonwealth of Massachusetts (the "Acceptable Forums"), provided that TCF may institute suit in another forum. ISO agrees that the Acceptable Forums are convenient to it, and submits to the personal jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue in the Acceptable Forums. Should a proceeding be initiated by ISO in any other forum, ISO waives any right to oppose any motion or application made by TCF to dismiss such proceeding, to remove and/or transfer the proceeding to an Acceptable Forum, and for an anti-suit injunction against such proceeding.

ADDITIONALLY, ISO WAIVES PERSONAL SERVICE OF ANY SUMMONS AND/OR COMPLAINT OR OTHER PROCESS TO COMMENCE ANY LITIGATION AND AGREES THAT SERVICE OF SUCH DOCUMENTS SHALL BE EFFECTIVE AND COMPLETE IF MAILED BY CERTIFIED MAIL TO THE ADDRESS LISTED FOR ISO ON THE LAST PAGE OF THIS AGREEMENT WITH A COURTESY COPY BY EMAIL. ISO WILL THEN HAVE THIRTY (30) CALENDAR DAYS AFTER SERVICE IS COMPLETE IN WHICH TO RESPOND.

25. JURY TRIAL WAIVER

THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREIN. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

26. ACKNOWLEDGEMENTS

By signing below, the Parties acknowledge that they have read, understand, and accept each of the terms and conditions of this Agreement and that they are entering into this Agreement knowingly, voluntarily, and without coercion or duress. The Parties acknowledge that they have been given a reasonable amount of time to consider this Agreement, have been advised to seek counsel as to the meaning and consequences of this Agreement, have been so advised by counsel or have voluntarily waived procurement of counsel. ISO acknowledges that the restrictions contained herein do not impose an undue hardship on ISO and are reasonable and necessary to protect TCF, including its relationships with former, current, and prospective clients, its other professional relationships, its goodwill, and its confidential information.

27. COUNTERPARTS; SIGNATURES

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together, shall constitute one and the same agreement. Facsimile, email, PDF, or digital signatures hereon shall be deemed acceptable for all purposes. This Agreement shall be valid and in force even if it is not initialed.

28. INDIVIDUAL LIABILITY; GUARANTY

The individual executing this Agreement on behalf of ISO (a) is hereby individually bound by each of the terms of this Agreement, and (b) irrevocably, absolutely, and unconditionally guarantees to TCF prompt, full, faithful, and complete performance and observance of all of ISO's obligations under this Agreement, and unconditionally covenants to TCF that if default or breach shall at any time be made by ISO, such individual shall well and truly pay or perform (or cause to be paid or performed) such obligations and pay all damages and other amounts stipulated in this Agreement with respect to the non-performance of ISO's obligations, or any of them, and (c) shall be held jointly and severally liable with ISO for all obligations, representations, and warranties of ISO under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

TRUST CAPITAL FUNDING LLC	**For: ___________________________**
By: ___________________________	By: ___________________________
Name: ___________________________	Name: ___________________________
Title: ___________________________	Title: ___________________________
Date: ___________________________	Date: ___________________________
Address:	Address: ___________________________
10 Kearney Road, Suite 102	___________________________
Needham, MA 02494	Phone: ___________________________
Phone: (617) 795-2100	Email: ___________________________

Trust Capital

SCHEDULE A

ISO COMPENSATION SCHEDULE

This ISO Compensation Schedule ("Schedule") sets out the terms of compensation under the ISO Agreement ("Agreement"), between Trust Capital Funding LLC ("TCF") and the independent sales organization listed in the Agreement ("ISO"). In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail.

All compensation is based on the funded amount of the cash advance AND IS DETERMINED BY THE BUY RATE FROM TCF.

Agents may be paid Compensation in four forms: a One-Time Lump Sum Compensation, Ongoing Compensation, a One-Time Renewal Compensation, and processing residual commission as detailed below. Compensation is subject to change when changes are made by TCF to the Program. Changes to the program may be made in TCF's sole discretion, with notice in writing.

One-Time Lump Sum Compensation: Agent shall be paid its One-Time Lump Sum Compensation in respect of a Merchant within seven (7) business days after the purchase price for the purchased amount is paid by TCF to the Merchant (provided the Merchant is still processing with one of TCF's approved processors and is forwarding TCF all amounts due). In the event that a cash advance to a merchant is made at a factor rate lower than the approved factor rate, the One-Time Lump Sum Compensation paid to the Agent shall be reduced by one-half of one percent for each point reduction in the Factor Rate, and provided that in no event can a Factor Rate be lower than 1.170.

Claw Back: All Compensation paid or payable under this Schedule is subject to claw back, offset, withholding, and recovery as set forth in Sections 5 and 6 of the Agreement.

Ongoing Compensation: Ongoing Compensation in respect of a Merchant shall be paid no more than twenty (20) business days following the end of any month in which TCF receives Processing Receipts. 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.

Renewal Commissions: Renewal Commissions will be paid based on 100% of the Purchase Amount of the Renewal. Your assistance in the renewal process is expected and required for Compensation to be paid. If a deal has been paid in full for a period of thirty (30) days without renewal, that deal will be considered open again and will not be considered a renewal or protected for the original ISO.

New Deal Max Commission	**12%**
Renewal Max Commission	**12%**

TCF may, at its sole discretion, in writing or verbally, elect to adjust commissions (either upward or downward) for special situations. Said adjustments are to be considered a special exception and not a change in TCF commission and/or factor rate policies.

ISO Compensation Schedule Agreed and Accepted:

TCF Signature: ______________________________ ISO Signature: ______________________________

Date: ______________________________________ Date: ______________________________________

Trust Capital

EXHIBIT B

ACH AUTHORIZATION FORM

Business Name: ____

DBA: ____

Address: ____

Email: ____

Business Owner Name: ____

Business Owner Date of Birth: ____

FEIN: _______________________________ SSN#: _______________________________

ACCOUNT INFORMATION

Bank Name: ____

Branch (if applicable): ____

Bank ABA or Transit Routing Number: _____________________________________

Bank Account Number: ____

Please check one: [ ] Checking Account [ ] Savings Account

AUTHORIZATION

I authorize Trust Capital Funding, LLC ("TCF") and its affiliates to deposit or debit my compensation and any claw backs as set forth in the ISO Agreement between TCF and myself or my business ("ISO Agreement") to/from the bank account specified above at such times as compensation is earned or a claw back is required. Should a transaction be returned, I further authorize TCF to debit the above-mentioned account for non-sufficient fund fees according to applicable State Law. I understand that this authorization is to remain in full force and effect until TCF has received written notification from me of its termination at least fifteen (15) business days prior to the payment due date. I further understand that canceling my ACH authorization does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before any remaining debt is paid in full, TCF may take additional actions including legal actions to secure the debt. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute transactions with my bank so long as the transactions correspond to the terms of the ISO Agreement.

Signature: ____ Date: ______________________

‹ ATTACH BLANK CHECK AND COPY OF PHOTO IDENTIFICATION ›