

## Business Finance Agent Agreement

This Agreement is between The Business Finance Store ("Company") a division of FinanceMark Inc. a Nevada Corporation and you, referred to as "Agent" from this point forth.

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. AGENCY: The Company appoints the Agent as its non-exclusive agent for the following purposes: selling Company unsecured business and/or personal finance involving The Business Finance Store and their parent company, subsidiaries or affiliated entities.

2. INDEPENDENT CONTRACTOR: This Agreement shall not render the Agent an employee, partner, or joint venture with the Company for any purpose. The Agent is and will remain an independent contractor in his or her relationship to the Company. The Company grants you a non-exclusive, non-transferable, revocable right to 1) use The Business Finance Store name and compliment of products, 2) Access written material through our online platform. The Company shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. DUTIES: The following duties shall be required of Agent: No minimum production level set

4. AUTHORITY: Agent shall lack authority to bind Company to any agreement or contract until Agent obtains written consent from an officer of The Business Finance Store, its parent company, subsidiaries, or affiliate entities on this Agreement. We may reject your application if we determine (in our sole discretion) that your company is unsuitable for The Business Finance Store Affiliate Program for any or no reason, including but not limited to, inclusion of content, or links to such material that is in any way unlawful, harmful, threatening, harassing, defamatory, obscene, or violent.

5. MARKETING POLICY: Agent agrees that in utilizing the company's web document links provided to Agent, Agent will not alter links or their content in any way unless provided such an option by the Company. Except as expressly authorized in this agreement, you shall not create, publish, distribute, or permit any written material that makes reference to BFS without first submitting such material to Company and receiving written consent from Company. Agent will not make any claim to ownership of the Promotional Material, or of the copyright, trademark, or other intellectual property therein.

Agent's Representations and Warranties: Agent represents and warrants the following:

- Agent has the legal authority to enter into this Agreement and be bound to the promises, covenants, and duties set forth.
- Agent will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Company or Company's website.

- Agent warrants that the information furnished to Company about himself and Agents website is correct, complete and sent in due order and that the information corresponds to actual facts. The Agent must notify the Company immediately of any changes in the information by updating the information about said Agent by emailing change to Info@BusinessFinanceStore.com.

6. NON-CIRCUMVENTION: Agent does hereby decree the intent to be legally bound, hereby irrevocably agree not to circumvent, avoid, bypass, or obviate Company, directly or indirectly, to avoid payment of fees, commissions, or any other form of compensation in any transaction with any corporation, partnership, or individual, revealed by either party to the other, in connection with any project, or finding, or any other transaction involving products, or services, or addition, renewals, extensions, rollover, amendment, new contract, re-negotiations, parallel contract/agreement or third party assignment hereof. Company is not bound by this provision, and Company is free to pursue business relationships with parties they meet through this relationship with Agent, without any legal or financial obligations of any kind.

7. EMPLOYMENT SOLICITATION OR HIRE NON-COMPETE: The undersigned parties, intending not to compete for each other's employees, agree to neither solicit nor accept solicitation of employment of other party's current and recent employees. A recent employee is one who worked for the other party at least one day in the preceding twelve months.

8. MAINTENANCE AND CONFIDENTIALITY: Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in the original.

9. INDEMNIFICATION: Agent shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of any break of Agent's warranties. Agent shall also indemnify and hold Company harmless for any damage, loss or other cost arising out of the use or misuse by agent of Promotional Materials.

10. TAXES: Company shall not be responsible for any taxes owed by Agent arising out of Agent's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Agent.

11. LIMITATION OF LIABILITY: Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated

with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

Company reserves the right and power to demand Agent to stop using written, published, or distributed content/information/videos of any sort if the Company deems them to be inappropriate or in a manner that poorly represents Company in any manner. All ads and/or marketing materials generated by Agent must meet standards set by the Company.

12. **CONTRACT TERMINATION:** Agent can in NO WAY make promises or guarantees to the client for services offered by Company. Any promises Agent makes have no legal implications or benefits to the client from Company.

- Company is entitled to terminate this Agreement and/or suspend the Agent from service or from a certain Company's Affiliate program if:
  - o Company considers the Agent or the content of his website inappropriate in any way.
  - o Company is requested to do so, for any reason, by a company to whose Affiliate Program the Agent is registered.
  - o The Agent acts fraudulently or illegally in any way or the Agent in any other way breaches any of the provisions in this Agreement.
  - o The Agent does not comply with any law or regulation State or Federal.
- Upon suspension of the Agent from the Company's Affiliate Program, the Agent shall immediately cease and desist any and all utilization of the Company web platform, online documents, paper documents, and any marketing materials Agent may have procured from Company.
- Upon termination of this Agreement, Company shall inform the Agent immediately through email and telephone of the termination.
- Agent may not assign or pledge his rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Company. Agent agrees that Company may assign its rights and obligations under this Agreement and divulge or transfer information about the Agent's website, e-mail, etc. to any third party.

13. **EXPENSES:** Not applicable: The Company shall not be obligated to reimburse the Agent for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance.

14. **TERM:** Unless renewed, this Agreement expires at midnight, 180 days after signing.

15. **EXCLUSIONS:** Excluded from this Agreement are all existing written agreements in place at the time of the execution of this Agreement with other agents.

16. **MODIFICATION:** This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Agent. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof. However, Company

reserves the right to change Company policy and operating procedures at any time, as deemed necessary to keep Company's finances liquid.

17. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. This agreement supersedes all previous agreements made between yourself and the Company, or anyone who presently works for or has previously worked for the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Agent's duties or commission will not affect the validity or scope of this Agreement.

18. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT.

19. SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

20. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

21. ATTORNEY FEES: In the event that this Agreement becomes subject to litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party.

22. ADDITIONAL ACKNOWLEDGMENTS: Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

23. FURTHER DOCUMENT: If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

24. COMMISSION for BUSINESS FINANCE AGENTS: For the Agent's services, Company shall pay Agent based on the following commission.

When Agent submits a client accepted by Company Agent shall receive from Company the following percent of the total revenues collected from that client based upon the Agent's membership level as described below.

Level 1: Agent agrees to pay signup fees equal to \$0 with a \$0 monthly recurring fee, Agent shall receive from Company 10% of the total amount paid to Company.

Level 2: Agent agrees to pay signup fees equal to \$50 with a \$50 monthly recurring fee, Agent shall receive from Company 15% of the total amount paid to Company. Upon signup, Agent will pay both the one time signup fee and monthly fee. After that, Agent will only be charged the monthly recurring fee.

Level 3: Agent agrees to pay signup fees equal to \$100 with a \$100 monthly recurring fee, Agent shall receive from Company 20% of the total amount paid to Company. Upon signup, Agent will pay both the one time signup fee and monthly fee. After that, Agent will only be charged the monthly recurring fee.

#### CONDITIONS:

- A file is considered "submitted" after being approved by The Business Finance Store underwriting and after a successfully processed down-payment, should the client be paying money to begin our services.
- The Agent will be paid in the same format the client makes their payments. This means that:
  - Agent is ONLY paid after a successful payment has been received and processed by Company.
  - Agent is ONLY paid an amount equivalent to the agreed-upon percentage of what the client actually pays, even if this is different from what the client agreed to in the original contract. What this means is that if a client makes a payment to Company that is less than what they were billed or owe for any reason whatsoever, Company only pays Agent their agreed to percentage on those payments actually received from client. This includes times when Company determines that the "Good-Will" generated from giving a discount to the client outweighs the potential revenues that would have been generated by enforcing the original contract terms

If a contract is considered submitted, that month's membership fee will be reimbursed and will be added to the pending commission check for that month. If no commission check is being paid that month and a file is deemed submitted, a membership fee reimbursement check will be sent on the day that a commission check would normally be sent.

25. **INACTIVITY CLAUSE:** An Agent is determined to be Inactive when Agent has both failed to log into the Agent platform for 90 consecutive days and Agent has failed to generate any new leads for that same 90-day consecutive period. While Agent is Inactive Agent forfeits all rights to any potential commissions generated while Inactive. Agent can again become Active by logging into the Agent platform or by generating a new lead. Once Agent has again become Active Agent is again eligible for any new commissions generated while Active. Becoming Active does not entitle Agent to any commissions generated while Agent was Inactive.