



AFFILIATE MARKETER INFORMATION

APPLICATION TO JOIN AFFILIATE PROGRAM EMAIL TO PARTNERSHIPS@LENDINERO.COM

Section	on 1: General Information				
Full (Le	egal) Your Name/Owner Name:			(nickname)	
Busine	ss name (if you own a business) :				
Home	Address:				
Cell / V	VhatsApp: Number:				
Email:					
Driver'	s License Number or Identification	Number:			
State o	or Country Issued:				
	Security Number United States: $_$				
Section	on 2: Tell us more about you	ırself.			
1) Nan	ne of websites or social media plat	forms you own; which yo	u plan to u	ise to market business loans?	
-	·		-		
					
Any ot	her platforms you will be using:				
2) Are	your websites https?		Yes	No	
3) Do y	our websites have SSL certificates	?	Yes	No	
4) Will	you be doing email marketing?		Yes	No	
5) Wha	at other sources will you use to ma	arket your landing page a	nd our ban	ners or links?	
6) How	much traffic do your websites br	ing in per month?			
7) How	many of those visitors are busine	ess owners?			
8) Is th	e content you use money related?)	Yes	No	
	other information you want to tel				
10) Are	you familiar with PPP and EIDL lo	 nans?	Yes	No	—
•	e you familiar with business lines o		Yes	No	
11) ///	you furniful with business lines t	or creaty term loans:	103	140	
14/b - 4 /					
wnat	form of method do you want for i	is to pay your commission	ons?		
[] ACH to a US bank account	Rank Namo			
ı	J Acri to a 03 bank account	Routing Number			
		Account Number			
[] A paypal.com account				
•	1 1-71-	Paypal account:			
[] Zelle				
		Zelle Bank/Email:			
[] International Wire				
		Bank Name			
				······································	
		Account Number		·····	
		Country Name			

By submitting this form electronically, you attest that all information is true and correct. Electronic submission constitutes a digital signature.





AFFILIATE MARKETING AGREEMENT & COMMISSIONS

This Agreement made and entered into this and between KGFA CAPITAL VENTURES LLC whose corporate address is 7950 N.W. 53rd Strand AFFILIATE MARKETER (hereinafter referred Organization (ISO) located at:	DBA LENDINERO also known as reet Ste. 337 Miami, FL 33166 (l	Lendinero Financial Services LFS, Hereinafter referred to as "KGFA"),
Tax ID #	(For corporations in th	e United States)

WHEREAS, KGFA offers cash advance funding programs to commercial businesses (hereinafter referred to as "Merchants"); business funding, equipment financing, invoice financing, business lines of credit, b2b vendor financing, commercial real estate financing, business financial services, SBA consulting services, SBA loan packaging services, SBA disaster loan assistance, business legal insurance via KGFA Capital Ventures LLC or it's DBA Lendinero and alliances and affiliates. WHEREAS, IC/ISO wishes to market KGFA products and programs to merchants subject to the terms and conditions outlined herein.

TERMS: In consideration of the premises and of the natural covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1, INDEPENDENT SALES ORGANIZATION STATUS. As agreed, upon between KGFA and IC/ISO IC/ISO shall remain in itself as an independent sales organization and or contractor. The IC/ISO will operate and be responsible for but not limited to; for its employees, including but not limited all taxes state, federal, franchise, social security. IC/ISO will receive a 1099 income form on annual basis for its income generated with KGFA.
- 2. OPERATION EXPENSES. IC/ISO shall be responsible for all expenses, without limitation, in conjunction with the operation of its office and its business including the computation and payment of all sales commissions earned by its sub-agents and sales representatives, if any, as a result of their sales. IC specifically acknowledges that KGFA shall not be liable in any manner for any payments due from IC to any person for any reason. Further, IC shall be responsible for managing the activities of any such agents or sales representatives and for any action by any such agents or representatives taken in conjunction with the sales of KGFA programs.
- 3. ACCOUNTING. KGFA shall be responsible for the accounting of all merchant contracts procured by the IC/ISO and related commission payments as well as IRS form 1099 in the name and tax number of the IC/ISO. The IC/ISO shall be responsible for the production of IRS form 1099 at year-end for all commissions paid directly by IC/ISO to its sales associates and IC/ISO if any throughout the year. All earnings paid directly by KGFA to IC/ISO shall be paid on a 1099 basis and KGFA. will issue IRS Form 1099 for these earnings. All compensation must be paid directly to IC as signed above and below. KGFA will not pay IC through a third party.
- <u>4. MARKETING AREAS.</u> All KGFA marketing areas are non-exclusive and open. The IC/ISO commits to use acceptable marketing practices that do not violate the Federal Trade Commission (FTC) and do not violate spam, phishing, or any unlawful practice.
- <u>5. PAYMENTS TO ISO.</u> KGFA shall pay IC/ISO Commissions in accordance with terms agreed upon between KGFA and IC/ISO (see Commissions Schedule Form A).. KGFA shall pay all residual compensation due and owing to agent as agreed upon. COMISSIONS ARE PAID MONTHLY ON THE FIRST FRIDAY OF EVERY MONTH; UNLESS IF THE FIRST FRIDAY OF THE MONTH IS PRIOR TO THE 5TH DAY OF ANY GIVEN MONTH. Please refer to (Commissions Schedule Form A). KGFA offers numerous funding solutions, funding programs, financials services and business services. KGFA agrees to pay IC/ISO commissions for those programs as per (Commission Schedule Form A).
- 6. REVIEW AND ADJUSTMENT OF COMPENSATION PLAN. The Compensation Plan assigned to the IC/ISO is subject to review and adjustment based upon the published criteria in this Agreement (see Compensation Plan Requirements) every six (6) months on the anniversary date from the execution of this Agreement. Or, KGFA will notify the IC/ISO of any changes made to the commission agreement. Changes may happen because we may eliminate or add new programs and or services. If there are no adjustments after six (6) months the commissions in this schedule A and all terms of this agreement will continue intact.





- 7. NEW PRODUCT MARKETING. The Company retains the right to market existing, add-on or any newly developed products to IC/ISO referred merchants with compensation as described under separate agreement(s).
- 8. SIGN UPS. A sign up is when you direct traffic to your own landing page provided to you by us. Your landing page has a tracking link. A sign up is a user that comes from any banners, links or any other acceptable from of imaging on social media platforms, websites, blogs, or any other web resource you own and that you have placed the link we provide you with. A sign up is a business owner who fills out basic fields. An acceptable user for commissions has to be a legit business owner or self-employed individual who has been in business for at least 1 year, that generates more than \$5,000 per month in business revenues as stated in the form (not verified) and that expresses an interest in one of our funding programs and who submits a form. After two months if more than 50% of the sign-ups are not legit we may cancel this agreement and not recognize further payments.
- 9. APPLICATIONS, CREDIT DECISIONS AND OTHER SOLUTIONS. KGFA its investors and or funding partners, including government related programs can approve or decline any application submitted for funding under any of its programs. A credit decision means approved or decline. Under no obligation are we required to approve any applicant that the IC/ISO submitted. Once the IC/ISO applies for funding for any of the funding programs submitted merchant holds harmless KGFA for any credit inquiries or investigations related to and for the purpose of obtaining financing. IC/ISO must inform any application for the purpose of financing to the merchant that a soft pull or hard pull inquiry will be performed. Once KGFA receives an application for funding that was referred by IC/ISO for a merchant KGFA reserves the right and is giving the right to process, analyze, underwrite and submit said application for the purpose of obtaining funding for the merchant. Merchant cannot make any claims against KGFA if the IC/ISO did not disclose to the merchant that KGFA will be processing, analyzing, submitting or underwriting financial information and information on said application from the merchant.
- 10. DIGITAL INFORMATION Any digital information submitted by IC/ISO to KGFA for any of its financing solutions, funding programs, services or programs will constitute sufficient information to proceed to process said information for the services or programs requested in a digital manner referred by IC/ISO to KGFA. IC/ISO also consents that any information submitted to KGFA in a digital manner on behalf of a merchant that said IC/ISO obtained authorization to submit lawfully to KGFA or for the services or programs that were offered by IC/ISO to merchant. Digital information includes, emails, text messages, WhatsApp, and or any information submitted via KGFA's website which includes lendinero.
- 11. MUTUAL NON-DISCLOSURE. IC/ISO and KGFAs agree to a Mutual Non-Disclosure ("NDA"), as part of this agreement. Neither party will disclose information about trade secrets and will not circumvent any information or relationships. KGFA agrees not to circumvent with IC/ISO agents or its employees. IC/ISO agrees to the same.
- 12. TERM AND TERMINATION. This Agreement will be effective as of the date and year stated below for an initial term of three (2) years commencing on the date signed below (the "Initial Term"), and will continue indefinitely thereafter unless terminated by either party upon five (5) days prior written notice. This Agreement may be terminated additionally and immediately by KGFA for cause. Terminations for cause reasons includes, but are not limited to, material breach by IC/ISO of terms of this Agreement, misfeasance, malfeasance, NDA, fraud, misleading information, wrongful conduct, non-ethical practices, unfair business practices, and any other reason which may affect KGFA or the merchant.

Either party may terminate this Agreement without cause upon 5 days prior written notice to the other party at the address stated herein except for the cause, in which case termination shall be effective upon receipt of such notice. All merchants' relationships shall remain with KGFA. The terms of KGFA merchant relationships are for various terms and at the end of such terms. KGFA may seek renewals of these agreements or seek alternative relationships to engage merchants in. If KGFA terminates this agreement for cause (as defined above); IC/ISO shall forfeit all rights it has to receive all future residuals from merchant accounts. If KGFA terminates this Agreement without cause, IC/ISO will receive all residuals as noted in Schedule A or any amendments thereto. An IC/ISO will become inactive if during three (3) months no new business is submitted to KGFA. Any information provided to KGFA during those three (3) months an after an inactive status KGFA has no financial obligation to the IC/ISO. If after three (3) months the IC/ISO becomes inactive for not submitting new business to KGFA, said IC/ISO can reactivate this agreement by requesting it in writing.

13. RIGHT OF FIRST REFUSAL. The ISO shall grant to KGFA the right of first refusal for all cash advance contracts and residual streams obtained from Merchants. In addition, IC/ISO will not interfere, nor impede KGFA and its alliances, in securing renewal contracts from any Merchant they have procured.





- 14. AMENDMENT NOTIFICATION. KGFA reserves the right to make adjustments or changes to any published products, products offered, factor rate, and theoretical turns, with or without written notification to IC providing that no such changes shall be made unless they apply to all agents of I.F. and are on account of actual and documented changes in costs to KGFA. Unless specifically provided for herein, this Agreement may not be amended or modified in any respect except in writing and duly executed by both parties.
- 15. MARKETING MATERIALS. IC/ISO can only use the marketing materials provided by KGFA on a web platform. IC/ISO can use said materials only. IC/ISO cannot make alterations on technical verbiage. IC/ISO can only include their name, phone number, company name, DBA name, and contact information. However, the content you utilize to market such as articles, titles, etc. are at your own discretion as long as you don't write false information about our programs or Lendinero.
- 16. ASSIGNABILITY. With the written permission of KGFA., IC/ ISO may from time to time delegate duties under Agreement to subsidiaries, provided however, that IC/ISO shall remain liable to KGFA. for any such duties and obligations. In the event that the IC/ISO seeks to sell or transfer their business, KGFA. reserves the right to first right of refusal and/or the right to approve buyer, with assignment of the IC/ISO agreement not to be unreasonably held. Upon mutual agreement between KGFA. and agent, buy out of the residual rights of the agent to compensation hereunder, also agrees to give KGFA. first right of refusal, in consideration of a one-time lump sum payment that is a multiple of the average monthly compensation paid to the agent during the previous year where the agent and KGFA. having agreed in writing as to the multiple. KGFA may subcontract, sublicense, assign, license, franchise or transfer to any third party any right, duty or obligation KGFA. has in connection with this Agreement without the consent or prior approval of the IC/ISO.
- <u>17. SEVERABILITY</u>. If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements or provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.
- 18. SURVIVAL. The obligations of all parties hereto incurred prior to the effective date of termination of this agreement, including in particular the NDA (non-disclosure agreement), shall survive termination of this Agreement.
- 19. NOTICES. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be mailed by certified mail, return receipt requested, to the respective parties at the addresses mentioned herein. Notices shall be deemed to be given when, so mailed. Notices also may be made electronically and in a digital manner.
- 20. DISPUTE RESOLUTION ARBITRATION / MEDIATION. In the event of a dispute between the IC/ISO which might include but not be limited to compensation issues, policy and procedure issues etc., which cannot be resolved through internal company protocol, both parties agree to submit to Arbitration in the State of New York under an Arbitrator and guidelines established / sanctioned by the American Arbitration Association. Both parties agree to accept the ruling of the Arbitrator and the prevailing party shall be entitled to receive from the other party all costs and reasonable fees, including, but not limited to fees for arbitration / mediation or other legal proceedings.
- 21. LEGAL ACTION. The parties agree that any breach by IC/ISO of the NDA, of this Agreement would subject KGFA to irreparable harm for which money damages would not be a sufficient remedy. Accordingly, IC/ISO agrees that KGFA shall be entitled to injunctive or other equitable relief in addition to any other remedies that may be available to it at law or under the terms of this Agreement. Should KGFA or IC/ISO institute legal action, whether at law or in equity, arbitration or mediation, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party all costs and reasonable attorney's fees, including but not limited to fees for trial and appeals or other legal proceedings. IC/ISO consents to the jurisdiction of the Florida Courts. This Agreement shall be interpreted according to the courts of the State of Florida.
- <u>22. WAIVERS.</u> No failure or delay by either party in exercising any of its rights hereunder shall operate as a waiver thereof to prevent either party from demanding strict compliance thereof. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 23. MODIFICATIONS. KGFA shall have full authority to change the terms of any Program at any time upon thirty (30) days prior written notice, and any such change(s) shall have effect upon communication by KGFA to IC/ISO as to all future IC/ISO referred Merchant Agreements. KGFA.'s right to change Program terms shall





explicitly include, but shall not be limited to, the adjustment of commissions, or the change of terms contained in this or in any subsequent Agreement or Schedules. Any such change(s) shall be applied to all IC/ISO's uniformly.

- <u>24. SECTION HEADINGS</u>. The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meeting or interpretation of this Agreement.
- <u>25. ENTIRE AGREEMENT; BINDING EFFECT.</u> This Agreement, and any schedule hereto, embodies the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and any permitted successors and assigns.
- 26. IDEMNIFICATION BY IC. IC/ISO shall indemnify and hold KGFA harmless from any and all claims, damages and liabilities, including attorney's fees and cost of defense arising from the services performed by IC/ISO or IC/ISO's negligent or fraudulent acts or failure to act in performing this Agreement. We take fraudulent activity very seriously, IC/ISO will be responsible for all information submitted by any of its clients. IC/ISO needs to make sure that the information is true, correct, and accurate. In addition, IC/ISO warrants and represents that there has not and shall not be any disclosure of trade secrets or confidential competitor information to KGFA. The IC/ISO further warrants and represents that they are not bound by any restrictive covenant or prior agreement with any third party that which would prohibit the IC/ISO from providing the services contemplated herein to KGFA. The IC/ISO also warrants and represents that they are not under any restrictive covenant or prior agreement affecting any merchant that they introduce to KGFA. In the event that the IC/ISO is in fact bound by a restrictive covenant, the IC/ISO indemnifies KGFA. for all costs, expenses and legal fees pursuant to Paragraph 21 of this Agreement.
- <u>27. MUTUAL IDEMNIFICATION.</u> Neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, special, speculative, lost profits, 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.
- 28. NOTIFICATION OF ADDRESS CHANGE. IC/ISO will notify KGFA promptly if IC/ISO moves or otherwise has a change of address.

The IC/ISO hereby authorizes KGFA, and its affiliates or assigns, to obtain credit bureau reports and to make

other credit in	nquiries and background check of ass	ignees/officers designated of IC/ISO.
IN WITNESS	WHEREOF, This Agreement has be	en duly executed by the parties hereto on this
day	on the month of	of the year 19
	AGREEMENT This Agreement consti	tutes the entire understanding between the Parties and
amendment,	of modification must be in writing and	signed by both Faitles.
AFFILIATE N	MARKETER (Please type the following	g fields and sign)
Company na		
Doing Busine	ess As (if different from above or not in	ncorporated):
Printed Name	e:	
Address:		
Phone:		
Email:		
Authorized S	ignature:	
Date:		-
KGFA CAPIT	TAL VENTURES LLC (DBA) LENDIN	IERO /LENDINERO INC.
Authorized S	` ,	Date:

Please return this Agreement completed and signed via email to an authorized representative of Lendinero or to <u>partnerships@lendinero.com</u> or fax in to: 305-675-0149





(Commissions Schedule Form A).

Detailed Commission Plan & Incentive Plan

Sign Ups / Lead Forms Per Month

Volume Incentive	Per sign up	Example	Your Monthly Earnings
1 to 99 sign ups	\$10.00 USD	90 x \$10.00 USD	\$900 USD
100 to 199 sign ups	\$15.00 USD	150 x \$15.00 USD	\$2250 USD
200 plus sign ups	\$20.00 USD	200 x \$20.00 USD	\$4000 USD

Business Funding Earnings

Volume Incentive	Funded Earnings
PPP loans	\$20.00 USD
EIDL loans	\$50.00 USD
Business Lines	\$20.00 USD
Term loans/Other	\$100.00 USD

Example on how to earn via business funding earnings.

MAKE \$4,000 OR MORE PER MONTH

Number of sign-ups per month	Sign up Earnings USD	Sign ups to Funded Covert 20%	Average Funding Earnings: \$50	Total Earnings:
50	\$500.00 USD	10	\$500.00 USD	\$1,000 USD
100	\$1500.00 USD	20	\$1000.00 USD	\$2,500 USD
200	\$4000.00 USD	40	\$2000.00 USD	\$4,000 USD