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**SELLERSFUNDING CORP.  
REFERRAL AGREEMENT**

This Referral Agreement (the "**Agreement**") is entered into by and between SellersFunding (UK) Limited, a UK Private Limited Company (the "**Referred Party**"), and You (the "**Referring Party**"). The Referred Party and the Referring Party individually, a "Party" and collectively the "Parties". This agreement shall take immediate effect as of the date the Referring Party accepts the terms of this Agreement (the "**Effective Date**"). For the avoidance of doubt, the Referring Party's clicking of the accept button shall constitute an act of acceptance and consent to be bound by the terms of this Agreement. In consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them:

1.1. "New Customer(s)" refers to customers or potential customers with whom Referred Party does not have a preexisting contractual relationship, or with whom Referred Party has not entered into substantive negotiations, or to whom Referred Party has not provided a quote regarding Referred Party's services. Should Referred Party dispute whether a particular referral is a New Customer, Referred Party may provide written documentation to establish a preexisting contractual relationship with a customer, and any good faith dispute as to whether a particular person or entity is a New Customer shall be resolved in favor of the Referred Party.

1.2. "Successful Referral" refers to a New Customer: 1) who has signed an agreement with the Referred Party and 2) the Referred Party has disbursed funds to the New Customer according to the agreement between Referred Party and the New Customer.

2. **Referring Party Compensation.**

2.1 The Referred Party shall pay the Referring Party a Referral Fee (as defined below) in connection with each New Customer's Successful Referral. Any New Customer referrals provided from Referring Party to Referred Party must be in writing and sent to Referred Party in a manner which Referred Party approves in its sole discretion. Neither Party shall have liability for not referring, or for not referring successfully, a New Customer to the other Party for the other Party's services. Each Party may, but is not required to, make its customers aware of the other Party's services, and may, but is not required, to refer its customers to the other Party for the provision of such services.

2.2 "Referral Fee" means the pricing schedule in the Referral Partners Pricing Structure as set forth in Exhibit A of this Agreement. Reconciliation of any and all fees shall be addressed within Exhibit A.

3. **Duty of Reasonable Cooperation.**

All New Customer service issues relating to the Referred Party's provision of services to New Customers will be handled by the Referred Party, and not by the Referring Party. Upon the Referred Party's request, Referring Party will reasonably cooperate with the Referred Party's efforts to maintain and develop any relationship with any potential New Customer, as may be reasonably requested from time to time by the Referred Party. The Referring Party may, but is not required to, advise its customers how to contact the Referred Party for any customer service issues relating to the Referred Party's services.

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**4. Referring Party's Obligations of Non-Use.**

Referring Party shall not use the name, brand, trademark(s), copyright(s), intellectual property, logo(s), slogan(s), content, product information, designs, marketing material, or any other information that can be considered a likeness (collectively, the "Brand") of Referred Party, which shall include any of Referred Party's subsidiaries and/or affiliates, in any form of publication, promotional material, educational material, derivative work, testimonial, review, or paid media advertising which includes, but is not limited to, pay-per-click (PPC) ads, paid social media, newsletter sponsorships, influencer marketing, search engine marketing (SEM), such as Google Ads, Bing Ads, and Hubspot, or for any other similar purpose, without the prior written consent of Referred Party. Referred Party shall have the right to inspect and approve or reject any use of its Brand without limitation. Referred Party shall remain the exclusive owner of all Brand materials and all intellectual property rights associated with its Brand.

**5. Referring Party Likeness**

**5.1.** Referring Party irrevocably grants to Referred Party permission to use, reproduce, and distribute the Referring Party's name, brand, trademark(s), copyrights(s), logo(s), slogan(s), and content (the "Referring Party Likeness"), without limitation as to duration or frequency of usage, in perpetuity and royalty free, for any purpose at Referred Party's discretion, including but not limited to, on the Referred Party's website(s) as well as in publications, promotional materials, educational materials, derivative works, and advertising (the "Content").

**5.2.** Referring Party hereby waives any right to inspect and/or approve the Content, which may contain a Referring Party Likeness, and agrees that the Referred Party shall have the right to customize the Content with the "look and feel" desired. The Referring Party agrees that the Referred Party shall be the exclusive owner of all Content created by, or of the Referred Company, and all intellectual property rights associated with the Content, even if the Content contains any Referring Party Likeness.

**6. Confidentiality.**

**6.1** During the term of this Agreement and for two (2) years thereafter, the Parties will treat as confidential this Agreement, the respective other Parties', and related New Customer(s) Confidential Information (as defined below) and will take precautions equivalent to those it uses to protect its own Confidential Information (which must be at least reasonable precautions) to ensure the continued confidentiality of such information and to prevent its unauthorized access and disclosure, it being understood that each party may disclose the terms of this Agreement and Confidential Information to carry out its respective services, rights and obligations hereunder as well as to employees, directors, affiliates, legal or tax advisors or prospective investors (debt or equity) of the respective Party. Each Party agrees to return to the other Party upon the expiration or termination of this Agreement or earlier request all Confidential Information acquired from the other Party, except as to such information as it may be required to retain under applicable law. The obligations of confidentiality shall not apply to information that a Party is required to disclose (i) at the request of any regulatory or administrative authority; (ii) pursuant to subpoena or other court process.

**6.2** "Confidential Information" means all trade secrets and other non-public proprietary information of any kind whatsoever (including without limitation, know-how, data, compilations, formulae, product specifications, financial models, patent disclosures, procedures, processes, projections, forecasts, protocols, results of experimentation and

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testing, specifications, strategies and techniques), and all tangible and intangible embodiments thereof of any kind whatsoever (including without limitation, compositions, documents, drawings, machinery, formulae, prototypes, patent applications, records and reports) disclosed by a Party under this Agreement. Notwithstanding the foregoing, except as to trade secrets, Confidential Information shall not include information which the receiving Party can establish (i) to have been publicly known prior to disclosure of such information, (ii) to have become publicly known, without fault on the part of the receiving Party, subsequent to disclosure of such information, (iii) to have been received by the receiving Party at any time from a third party rightfully having possession of and the right to disclose such information, or (iv) to have been otherwise known by the Party prior to disclosure.

## **7. Representations and Warranties.**

7.1 Referring Party represents and warrants to the Referred Party that:

7.1.1 for each New Customer referred to the Referred Party under this Agreement, Referring Party has the authority to make the referral on behalf of the New Customer and has no conflict of interest with the New Customer or with the Referred Party with respect to any compensation or expectation of compensation or otherwise, and has not made any agreement or promises to any broker, finder or other go-between for which the Referred Party may incur any liability;

7.1.2 in performing services or making any referral to the Referred Party, the New Customer will not violate, nor breach, any duties of confidentiality to any third party, use any confidential or proprietary information for which it is not appropriate or lawful for Referring Party to use or disclose, nor shall Referring Party engage in any act or omission to act that would constitute dishonesty, nor commit any fraudulent actions or omissions, nor violate any applicable laws or regulatory requirements or standards of behavior; and

7.1.3 for each New Customer, Referring Party has the legal authority and capacity to refer New Customers to the Referred Party within the jurisdiction under which the New Customer and the Referring Party is governed. To the extent there are any doubt regarding such authority, Referring Party has been hereby advised to have consulted external legal advice for such inquiry.

## **8. Term and Termination.**

8.1 This Agreement is effective as of the Effective Date and will remain in effect until terminated as provided hereunder. This Agreement may be terminated by either Party at any time in the event of a breach by the other Party, (i) to the extent that such breach is curable, that remains uncured after ten (10) days written notice; and (ii) to the extent that such breach is not curable, immediately upon written notice to the other Party. Either Party may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to the other Party, provided, that at any time that Referring Party has entered into any agreement with any other provider of the Referred Party's Services, the Referred Party may terminate this Agreement immediately.

8.2 Upon termination of this Agreement, (i) both Parties shall immediately cease making and discontinue any and all representations or statements from which it might be reasonably inferred that any relationship exists between the two Parties, (ii) each Party agrees not to act in any way to damage the reputation of the other Party's products or services, including making any statements to disparage or defame the Referred Party's managers,

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managing members, members, directors, officers, employees, consultants, agents and affiliates or any of the Referred Party's or the foregoing persons' products and services, and (iii) Referring Party shall cease to promote, solicit, or procure orders for any service agreement. The Referred Party's (or any of its affiliates') execution of any service agreement after termination of this Agreement shall not be construed as a renewal or extension of this Agreement, or as a waiver of the right to terminate or of any other matter or right and the Referred Party shall have the right after the termination of this Agreement to deal with, and solicit orders from, any and all persons and entities, including referred eligible clients or potential referred eligible clients, who dealt with or were referred by Referring Party, without any obligation to, liability of any kind to, Referring Party or any of its affiliates.

- 8.3** Upon termination of this Agreement the Referred Party obligation to pay Referral Fees shall continue in accordance with the terms described in Section 2 within three (3) months after the date of any such expiration or termination.

**9. Independent Contractor Relationship of the Parties.**

Nothing in this Agreement shall be construed to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking, or to enter into any contract or otherwise incur any liability or obligation, expressed or implied, on behalf of the other Party, or to transfer, release, or waive any right, title, or interest of such other Party. Neither Party may refer to itself or the other Party as anything other than an independent contractor, with no title, position, role, or any other affiliation with such other Party.

**10. Governing Law.**

This Agreement shall be governed by, construed and shall take effect in accordance with laws of the State of Delaware, without reference to its conflict of laws principles. Each Party hereby (i) irrevocably submits to the exclusive jurisdiction of any state or federal court located in the State of Delaware, in any action arising out of this Agreement, and (ii) consents to the service of process by personal delivery, mail or express courier service to the address provided to the other Party in this Agreement or through course of dealing.

**11. Assignment.**

This Agreement may not be transferred or assigned by either the Referred Party or Referring Party, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**12. Entire Agreement.**

This Agreement (together with the Referral Partners Pricing Structure set forth in Exhibit A) constitutes and contains the entire agreement between the Parties with respect to the subject matter and supersedes any prior oral or written agreements. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized representatives of both Parties.

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**13. Waiver; Severability.**

The waiver by either Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**14. Counterparts.**

This Agreement may be executed in counterparts, each of whom shall be deemed an original and all such counterparts shall constitute one and the same agreement.

**15. Notices.**

All notices and other communications under this Agreement shall be in writing (email being sufficient) and shall be deemed to have been duly given as of the date of delivery shown on the receipt if mailed at a post office, postage prepaid, return receipt requested, or via internationally recognized overnight courier, to the addresses provided to the other Party in this Agreement or through course of dealing. Either Party may from time to time by written notice to the other designate another address, which shall thereupon become its effective address for the purposes of the Agreement.

**16. No Third-Party Beneficiaries.**

There are no third-party beneficiaries of this Agreement, other than the parents, affiliates, successors and assigns of the Referred Party, which the parties acknowledge and agree is a named and intended third party beneficiary of this Agreement for purposes of exercising any rights or obtaining any benefits of the Referred Party, but none of the obligations or liabilities.

**17. Indemnity.**

Referring Party shall indemnify, defend, and hold Referred Party, and its successors, assigns, and subsidiaries, and their respective officers, directors, employees, agents, contractors, licensees, successors, and assigns free and harmless of and from any and all claims, causes of action, losses, costs, damages, or liability of any nature, including, but not limited to, reasonable attorney's fees, arising out of or in connection with (i) any breach of this Agreement by Referring Party, (ii) any negligence or intentional misconduct on the part of the Referring Party or its representatives, (iii) the use, publication, or distribution of the Referring Party Likeness, including, but not limited to, any claims for intellectual property right, copyright, or trademark infringement.

By accepting the terms through PartnerStack, the Referring Party hereby acknowledges and agrees to the terms in this Agreement.

**Exhibit A**  
**Referral Partners Pricing Structure**

Product	Pricing	Note
Term Loan, Revenue Advance	2.0% of Disbursed, Funded Amount on up to 10 draw downs across all products	<p>Funded Amount for this Product shall be calculated as the outstanding Loan Amount/Specified Amount as specified in the Loan Agreement/Receivables Purchase Agreement executed between Referred Party and the New Customer, subject to any prepayment thereof.</p> <p>If there is a prepayment and/or default within 90 days of the funded date of an individual loan or revenue advance, the Referral Fee will be netted out against any future fees/commissions due Referring Party.</p>
Credit Limit (by each individual draw down of an individual Loan)	2.0% of Disbursed, Funded Amount on up to 10 draw downs across all products	<p>Funded Amount for this Product shall be calculated as the amount drawn down for each funding of an individual loan as described in the Revolving Loan Agreement executed between the Referred Party and the New Customer. The Funded Amount shall not qualify under this product until 30 business days have elapsed from the funded date of an individual loan.</p> <p>If there is a prepayment and/or default within 90 days of the funded date of an individual loan, the Referral Fee will be netted out against any future fees/commissions due Referring Party.</p>
Product	3-Month Referral Fee	Note
<b>Level 1:</b>  Qualified Product between the amount greater than or equal to £10,000 and less than £25,000	£250	<p>The amount of each Level is determined based upon the following:</p> <p><b>Daily Advance Amount:</b></p> <p>The average monthly sales for 3 to 12 months prior, depending on the number of months the New Customer has sales.</p>
<b>Level 2:</b>	£500	

Qualified Product between the amount greater than or equal to £25,000 and less than £50,000		Only qualified, active Daily Advances are taken into consideration.
<b>Level 3:</b>  Qualified Product in the amount equal to or greater than £50,000	£1,000	If the New Customer has multiple qualified, active Daily Advances, the average sales of each qualified, active Daily Advance average sales are taken into consideration.  Referring Party can receive up to 3 monthly referral fee installments based on the criteria above.  Initial rewards are subject to a 30-day qualifying period.

**Bonus Structure:**

- After 5<sup>th</sup> Successful Referral, get £500 additional bonus
  - After 10<sup>th</sup> Successful Referral, get £1,000 additional bonus
1. Products listed above shall become a Qualified Product at the timing specified below:
    - a. **Revenue Advance:** Upon a New Customer receiving disbursed funding for a Revenue Advance.
    - b. **Daily Advance:** Upon the end of each 30-day cycle that a New Customer has received payment from the Daily Advance and the Daily Advance remain active.
    - c. **Credit Line:** Upon a New Customer receiving disbursed funding based on the funded date of the initial individual loan or the funded date if the New Customer has drawn down the full Commitment amount.
  2. Unless mutually agreed upon in writing by both Parties, the currency (GBP or USD) referred to in the Referral Agreement and this Referral Partners Pricing Structure shall be based upon the currency disbursed in the agreements executed between Referred Party and the New Customer.
  3. The Referral Fee shall be paid out one fiscal month after the Products listed in the Referral Partners Pricing Schedule herein become Qualified Products. Payment methods from Referred Party shall be specified within the Referring Party's PartnerStack Portal or otherwise specified by Referred Party in writing.