

GoKapital Referral Partner Agreement

Thank you for your interest in registering as a referral partner with us.

In order to get started:

- 1) Complete and sign this agreement
- 2) Complete and sign a W9 form
- 3) Complete and sign an ACH form with a Voided Check
- 4) Provide a Driver's License
- 5) E-mail all documents to broker@gokapital.com

Access to or completion of this form does not infer your approval into GoKapital Referral Partner Program.

GoKapital, Inc.

FUNDING PROGRAMS OFFERED

BUSINESS CASH ADVANCE

Loan Amounts	Terms
\$20K to \$5MM	3 to 18 Months
Cost of Capital	Min. Credit
1.20 to 1.49	None

SBA 7(a) LOANS

Loan Amounts	Terms
\$250K to \$5MM	5 to 25 Years
Interest Rate	Min. Credit
5% to 9%	680

EQUIPMENT FINANCING

Loan Amounts	Terms
\$20K to \$5MM	1 to 5 Years
Cost of Capital	Min. Credit
6% to 35%	580

PERSONAL/START-UP LOAN

Loan Amounts	Terms
\$20K to \$500K	1 to 5 Years
Interest Rate	Min. Credit
6% to 18%	700

HARD MONEY REAL ESTATE LOAN

Loan Amounts	Terms
\$100K to \$50MM	1 to 5 Years
Interest Rate	LTV %
6% to 14%	50% to 75%

COMMERCIAL/RENTAL PROPERTY LOANS

Loan Amounts	Terms
\$100K to \$50MM	1 to 30 Years
Interest Rate	LTV %
6% to 14%	50% to 75%

GoKapital, Inc. Independent Sales Agent Referral Agreement

This independent sales agent agreement (the "Agreement") is made and effective as of this _____ day of _____, 20____ by and between GoKapital, Inc. ("GK"), a Delaware corporation with offices at 2150 Coral Way, Suite 1, Coral Gables, FL 33145 and _____ ("Agent"), an entity or individual having an address at _____.

WHEREAS, GK is engaged in, among other things, in the business of facilitating business loans, merchant cash advances, lines of credit, real estate loans, equipment leasing, and general commercial financing.

WHEREAS, GK has a network of business financing and real estate lending companies ("Network Funders") that GK may refer potential clients ("Clients") to in order to obtain financing through a variety of commercial lending and funding programs ("Financial Services") defined in Exhibit A ("Specifications").

WHEREAS, the Agent wishes to promote GK's Financial Services, assist with its implementation and refer potential Clients to GK that may wish to participate in obtaining Financial Services, all subject to the terms of this Agreement.

NOW, THEREFORE consideration of the mutual covenants by each of the parties hereto, the parties agree as follows:

1. LIMITATIONS OF AUTHORITY OF INDEPENDENT SALES AGENT

Independent Sales Agent and GK are separate and distinct entities and as such shall have no authority to incur any obligations or to make statements or representations on behalf of the other. Nothing in this Agreement shall be deemed to create the relationship of employer and employee, partnership, joint venture, agency or any other relationship other than that of an independent contractor of GK. Independent Sales Agent shall NOT HAVE any authority to and shall not: (i) represent nor act in a manner to lead a Client to believe that Independent Sales Agent has the ability to bind GK to any agreement with any Client; or (ii) alter, modify or waive any provisions of the terms of any agreement between GK the Client.

2. AGENT OBLIGATIONS

Independent Sales Agent will market and promote the Program and assist interested parties in completing and submitting to GK an application, in a form acceptable to GK. Each merchant assisted by Independent Sales Agent shall; (i) comply in full with the requirements set forth in the rules and policies of GK as they may change from time to time. GK will evaluate and, at its sole discretion, accept or deny such applications. Independent Sales Agent is not the only or exclusive Independent Sales Agent of the Program for GK. GK may, at its sole discretion, retain the services of other Independent Sales Agents.

a) Non-Disparagement. You shall not at any time hereafter disparage, defame, or discredit any member or employee of the Company or engage in any activity which would have the effect of disparaging, defaming, or discrediting the Company, or its members, managers, affiliates, officers, directors, employees or agents in their respective capacities as members, affiliates, officers, directors, employees or agents, in any way.

3. AGENT COMPENSATION

During the term of this Agreement and any renewal thereof, GK agrees to compensate Independent Sales Agent in accordance with the Independent Sales Agent Compensation Schedule, set out in Schedule A hereto (the "Compensation") a One-Time Lump Sum Compensation or Renewal Compensation for a client that is referred directly to GK and is approved for and ultimately receives funding for the specified Funding Program. Furthermore, for each transaction submitted by Independent Sales Agent, and any renewal thereof, upon the fulfillment of the following terms and conditions: (i) is submitted first in time in relation to submission by others to GK as a GK designated purchaser(s) by Independent Sales Agent, (ii) has delivered an executed Merchant Agreement between Merchant and GK or to one of GK's designated network lenders by GK; and (iii) The Client Agreement has been entered into as a direct result of the referral by Independent Sales Agent; (iv) has such product successfully closed and funded within a reasonable timeframe of the submission date. Commissions are based on the overall loan amount, and may be reduced at the Agent or GK's discretion in certain cases in order to offer improved pricing and/or adjust terms for the client (disclosed upon providing approval terms). Provided, however, that no Commissions shall be paid to the Agent in the event that (a) Merchant does not actually receive or accept funding (b) The client stops payments shortly after funding or provides documentation from another party (c) GK has not been able to collect compensation from the client. Commissions are based on the overall loan amount, and may be reduced at the Agent or GK's discretion in certain cases in order to offer improved pricing and/or adjust terms for the client (disclosed upon providing approval terms). Compensation shall be paid solely to the Independent Sales Agent (for the purposes of clarity, no payments shall be owed or made to any of the Independent Sales Agent's sub-agents (if applicable) or the like and such payments to any sub-agents or the like shall be the sole responsibility of the Independent Sales Agent). All products, characteristics, and commissions may be adjusted at any given time, in which GK would inform the agent in advance.

(a) Payment Schedule. As full compensation for the Services rendered under this agreement, GK shall pay the Agent on the 1st or 15th of each month (or closest applicable following business day) for loans that fund 3 full business days prior to the next applicable pay cycle (i.e., if January 15th falls on a Friday, the cut-off to meet the commission payment for that day would be January 11th, Monday). Agent has option of receiving due commission via direct deposit (must provide voided check or bank letter with account information), or standard mail. Any other form (money transfer, office pick-up, etc.) must be discussed with and approved by GK in advance.

4. RENEWAL OR RESIDUAL COMPENSATION

For any renewal of qualifying Merchant submitted by and attributable to Independent Sales Agent consistent with this Agreement, the calculation of any payment to be made to Independent Sales Agent shall be made in accordance with Schedule A attached hereto and only if Independent Sales Agent has submitted a new Merchant Application (i.e., not an original Merchant Application for a Renewal) that was closed and funded in the prior ninety (90) days, and is in good standing with GK. Notwithstanding anything to the contrary, GK shall have no liability of any kind to Independent Sales Agent other than with respect to Commissions earned under this Agreement and calculated in accordance with Schedule A attached hereto. Renewal compensation may be based on the net proceeds received by the client or may be a reduced rate, which is determined on a case by case basis and disclosed if and when there are approval terms.

5. DEFAULTS OR HIGH RISK CLIENTS

Default. In the event a Client defaults within 45 business days of funding, Agent shall return to GK any and all commissions paid by GK to Agent within 10 days of written notice to Agent. This will be remitted via an ACH, wire, or check, and/or applied toward future commissions (decided at GK's discretion). In the event that a funded client is deemed high risk and has a high probability of defaulting, commission to Agent will be held for 45 business days. Agent will be notified reasonably in advance.

6. SALES AGENT IDENTIFICATION

In the course of carrying out its obligations hereunder, Independent Sales Agent shall be clearly identified with its own corporate name, but shall also disclose to all third parties that it is an agent of GK for the promotion of the Program. Independent Sales Agent agrees that its actions and the actions of its shareholders, Affiliates (as defined below), directors, officers, employees, independent contractors, representatives, agents, principals and associates under or in connection with this Agreement (collectively "Agent Parties") shall be governed, controlled and directed by, and shall be in full compliance with, the terms of this Agreement and shall at all times and in respect of all parties and third parties be construed as actions taken by Independent Sales Agent subject to the terms hereof. Independent Sales Agent acknowledges and agrees that GK shall not be liable in any manner for any liability of Independent Sales Agent to any third party for any reason. Independent Sales Agent shall be responsible to ensure that all Independent Sales Agent Parties are adequately trained to perform hereunder and conform to all the provisions hereof.

7. REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants to and for the benefit of the other party that as of the date hereof and during the term hereof: It is a corporation or limited liability company organized, validly existing and in good standing under the laws of the State where its principal office is located; It has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement. Its performance of this Agreement will not violate any applicable law or regulation or any agreement to which it may now be bound; This Agreement represents its valid obligations and is fully enforceable against it; It 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; and it is not on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list. Independent Sales Agent covenants that during the term of this Agreement and so long as it is bound by its non-interference provisions, it shall:

- (a) Comply with all policies and guidelines established by GK.
- (b) Where appropriate, inform potential Merchants that they are required to change credit card processors to participate in the Program;
- (c) Accurately describe the Program;
- (d) immediately inform GK of any changes that become known to Independent Sales Agent in the address, ownership, business or operations of itself or of any Merchant;
- (e) Deliver to GK documents required as part of a Merchant Application together with each application, including, without limitation: Merchant Agreement, Application Form, voided Merchant check, Merchant statements, and any other documents required according to GK's guidelines, such as they be from time to time.
- (f) Not use any promotional material for the Program without the prior written consent from GK, including, without limitation, any logo, trademark or mark of any kind of GK or any of its affiliates.
- (g) Shall not cause or solicit Merchant to terminate or alter its credit card processing to another bank or processor which has no contractual affiliation with GK, any of its affiliates or any of its designated purchaser(s).

8. TERMS AND TERMINATION

This Agreement shall commence on the Effective Date, and shall continue until terminated as set forth herein (the "Term"). Either party may terminate this Agreement for any reason, upon thirty (30) days written notice to the other party. Either party may immediately terminate this agreement at any time and without notice in the event of a breach or default by the other party, or is incapable of being cured. GK, in its sole and absolute discretion, may immediately terminate this agreement at any time and without notice in the event Independent Sales Agent breaches any representations, warranties or covenants contained in this agreement, or conducts itself in any manner that causes harm or embarrassment to GK or any of its subsidiaries.

9. NON-INTERFERENCE

During the term of this Agreement and for a period of one (2) year thereafter, or after the Independent Sales Agent ceases to receive Compensation hereunder, whichever comes last, Independent Sales Agent and Independent Sales Agent Parties shall not, directly or indirectly through any subsidiary, Affiliate or successor interest of its respective officers, employees, agents, or nominees; (a) interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with GK's contractual relationship with any of its Merchants, Independent Sales Agents, Referral Agents, or a GK designated purchaser(s); (b) cause or attempt to cause any Merchant or other GK client to terminate its relationship with GK or utilize the services of any entity other than GK. For the purposes of this Agreement the term "Affiliate" or "affiliate" shall mean any party that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the any such party.

10. NON-SOLICITATION

The parties agree that throughout the term of this Agreement and for one (2) year thereafter, neither Independent Sales Agent nor any of its respective affiliates shall hire any of the current officers, employee or agents of GK, and affiliates nor solicit GK's designated purchaser(s) so long as such restricted employee, agent or designated purchaser(s) remains employed, retained or under contract by/with GK or its Affiliates, without the prior written consent of GK.

11. REMEDIES

Without limiting the foregoing, in the event of a breach of Sections 1, 2, 5, 7, 8, 9, 10, 11 and 14 of this Agreement by Independent Sales Agent or anyone acting on behalf of Independent Sales Agent, GK shall be entitled to apply to a court of competent jurisdiction for an injunction to prevent such breach, without the need for bond, and GK shall have no obligation to make any further Compensation or other payment to Agent that might otherwise come due after such breach. Any remedies hereunder shall be in addition to any other remedies available to GK in law or in equity.

12. ASSIGNMENTS; SUCCESSORS; AMENDMENTS

Independent Sales Agent may not assign any right or obligation under this agreement to any third party without prior written consent of GK, including an assignment by virtue of a sale of Independent Sales Agent's business. GK may assign its rights and obligations hereunder without notice to or permission of the Independent Sales Agent. This Agreement shall inure to the benefit of the permitted successors and assigns of the parties hereto. With the exception of amendments to the Program and Compensation (as described on Schedule A), which may be made at the discretion of GK, this Agreement may be amended only by a written agreement executed by both parties hereto.

13. CONFIDENTIAL INFORMATION

Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and scrutiny 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 such Confidential Information to any third party without the prior written consent given by the non-disclosing party to the disclosing party, and the duty of confidentiality created by this section shall survive any termination of the Agreement. "Confidential Information" means all proprietary, secret or confidential information or data relating to either party and its affiliates, operations, employees, products or services, clients, customers or potential customers, including Merchants. Confidential Information shall include customer lists, card member account numbers, pricing information, computer access codes, instruction manuals, procedure 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) publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law.

14. NOTICES

Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be sufficiently given in writing and delivered personally, via telefacsimile or sent by internationally recognized overnight courier, registered or certified mail (postage prepaid with return receipt requested) to the telefacsimile number or address of GK or Agent set forth in this agreement. Such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally; or (b) on the business day after being sent by an internationally recognized overnight air courier.

15. VENUE, JURISDICTION, CHOICE OF LAW AND JURY TRIAL WAIVER.

The parties agree that this agreement is deemed to be executed in Miami, FL. The parties consent to the venue and jurisdiction of Miami-Dade County. The parties agree that the common and substantive laws of the State of Florida shall govern this agreement without regard to any other state's conflict of laws statutes or rules. The parties agree to waive any rights to a trial by jury as to any issues so triable.

16. ATTORNEYS' FEES AND COSTS

In the event of any dispute between the parties whether or not directly related to this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This provision applies to both litigated and non-litigated disputes.

17. SERVICE OF PROCESS

The parties agree that, in the event that one party initiates litigation against the other, initiating process may be served by any combination of two of the three following methods: (1) email to the address used by the signer of this agreement or his/her successor (2) telefacsimile at the telephone number identified in this agreement or published on a party's website; or (3) Certified mail, return receipt requested, or via recognized express delivery

service, including USPS, to the Party's address on this agreement. Service shall be considered made upon completion of the transmission of the email or telefacsimile.

18. INDEMNIFICATION

Agent agrees to indemnify and hold GK harmless from any and all claims, actions, disputes or controversies between GK and any third party that arises from any alleged conduct of Agent. Agent assigns all commissions to GK, including any renewal commissions, in the event GK is required to seek indemnification.

19. LIMITATIONS ON AMENDMENTS AND WAIVERS

Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both Parties other than as to the right to change Schedule A as described in paragraph 12. Except as otherwise provided in this Agreement, no failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right. Neither Party shall be liable to the other for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

This Agreement, the attached schedules and addendums are the product of both parties hereto, and constitutes the entire Agreement between such parties pertaining to the subject matter hereof, and merges with all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. By signing this Agreement the individuals doing so represent that they have the authority to do so and bind their respective companies.

Independent Sales Agent

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A – INDEPENDENT SALES AGENT COMPENSATION SCHEDULE

This Independent Sales Agent Compensation Schedule sets out the terms of payment of Compensation under the Agreement (the "Agreement"). In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Independent Sales Agents will be paid compensation when a transaction is completed in its entirety. Compensation is subject to change when changes are made by GK to the Program. Changes to the program may be made in GK's discretion, but agents will be informed of new commission structures and or changes.

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this Schedule A shall have the meaning ascribed to such terms as follows:

- a. **Broker.** An Independent Sales Agent that is fully involved in all phases of the transaction until funding has been facilitated. That includes, but is not limited to: submitting complete documentation to review a loan request, communicating with the client directly, obtaining documents needed from the client, providing GK with the necessary information to approve/fund a client, manage the relationship with the client until the transaction has been finalized.
- b. **Affiliate.** An Independent Sales Agent that will provide pre-qualified lead information (name, number, e-mail, phone, etc.) for certain funding programs with the reasonable expectation that the clients are seeking financing. Limited to no documentation will be provided. Instead, GK's internal sales team will manage the transaction in terms of facilitating document gathering until closing. The Independent Sales Agent will submit lead information via a CRM or via email, with limited client involvement.

2. COMMISSION

FUNDING PROGRAM	BROKER COMMISSION	AFFILIATE COMMISSION
1) MERCHANT CASH ADVANCE / REVENUE-BASED BUSINESS LOAN	6%	2%
2) BUSINESS TERM LOAN <i>Based on net amount funded to client.</i>	2.5%	0.5%
3) EQUIPMENT LEASING	4%	1%
4) SBA 7A LOANS	1%	0.5%
5) PERSONAL/START-UP LOAN	3%	1%
6) HARD MONEY REAL ESTATE LOAN (FIX AND FLIP, CASHOUT REFI, BRIDGE LOAN, ETC.)	2%	0.25%
7) COMMERCIAL MORTGAGES	2%	0.25%
8) BUSINESS LINE OF CREDIT <i>Based on total approved and accepted amount after 1st draw.</i>	2.5%	0.5%

Independent Sales Agent shall be paid its One-Time Lump Sum Compensation or Renewal Compensation for a client that is referred directly to GK and is approved for and ultimately receives funding for the specified Funding Program. Commissions are based on the overall funding amount, and are paid in accordance with GK's payment schedule (Section 3(b), which is on the 1st or 15th or following applicable business day. In the event that multiple Independent Sales Agents submit the same client, the first Agent to provide a signed contract and documents required to fund a transaction shall be eligible for compensation.

3. ADDITIONAL FEES.

Any fees assessed to clients outside the scope GK fees, are at discretion of Agent and GK assumes no responsibility or liability for collection and or implications of those fees.

4. NEW/UNSPECIFIED LOAN PROGRAMS.

From time to time, GK may offer certain new Financial Services programs unlisted under the current commission structure. During these instances, Agent will be notified prior to offering Financial Services to Clients of Compensation offered. Compensation will be subject to the Company's standard Payment Schedule, unless otherwise noted.

5. DISCRETIONARY MONTHLY BONUS PROGRAMS.

At GK's sole discretion, GK will establish bonus incentives program for certain Financial Services, of which the terms will vary on a monthly basis. Qualification criteria to be eligible for bonus compensation will be outlined, and based on factors such as number of deals funded and/or dollar amount financed to clients. In order to be eligible for bonus compensation, Agents must maintain an active and good standing with GK and comply with all applicable terms of the Agreement. These bonuses are discretionary and terms are subject change.

Independent Sales Agent

Signature: _____

Print Name: _____

Date _____