

AFFILIATE PARTNER PROGRAM AGREEMENT & COMPENSATION C3

This Agreement made and entered into this _____, day of the month of _____ of the year 20____, by and between KGFA CAPITAL VENTURES INC. AND OR DBA LENDINERO AND OR LINKTOLENDER ©, whose corporate address is 7950 N.W. 53rd Street Ste. 337 Miami, FL 33166 (Hereinafter referred to as “KGFA”), and _____ AFFILIATE PARTNER (hereinafter referred to as Independent Consultant (IC), Independent Sales Organization (ISO) located at: _____ with Tax ID # _____ (For corporations only)

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, investment property mortgages and other business services via KGFA Capital Ventures LLC 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 as an independent sales organization and or independent contractor. The IC/ISO will operate and be responsible for its employees, all taxes state, federal, franchise, social security taxes. 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, because 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. MARKETING AREAS.** All KGFA marketing areas are non-exclusive and open. The IC/ISO commits to site survey, visit, or interview each merchant when requested to do so.
- 4. PAYMENTS TO ISO.** KGFA shall pay IC/ISO Commissions and Residuals 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. COMMISSIONS ARE PAID MONTHLY. KGFA agrees to pay IC/ISO commissions for each lead or application submitted via linktolender.com or affiliate URL as per **(Commission Schedule Form A)**.
- 5. REVIEW AND ADJUSTMENT OF COMPENSATION PLAN.** The Compensation Plan assigned to the IC/ISO is subject to changes at any time. If there is a change on this plan KGFA has the obligation to inform you of the change.
- 6. ADDITIONAL FEES.** IC/ISO agrees that if charges or additional fees to a merchant that it refers to KGFA and if the merchant accepts any of KGFA services or programs, the IC/ISO will need to supply any fee agreements that it enters with directly with the merchant. Furthermore, KGFA is not responsible for any disputes between the IC/ISO with the merchant for those fees. KGFA is only responsible for any advance fees that it may include in some of its services. Merchant that resulted from the IC/ISO referral agree to hold harmless KGFA for any disputes for fees entered by and between IC/ISO not covered by any of the programs or services provided by KGFA to the merchant. Said fees are independent negotiated by and between IC/ISO and the merchant except for certain services that KGFA may request a consulting, loan packaging, processing, or advance fee. For instance, if the IC/ISO charges a broker fee, consulting fee or any other fee that is between the merchant and the IC/ISO and not KGFA, except for certain programs that KGFA charges those fees.
- 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. 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.

9. 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 proprietary lending software. www.linktolender.com.

10. MUTUAL NON-DISCLOSURE. IC/ISO and KGFA 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. If the IC/ISO stops doing business with KGFA and or one of its companies such as Linktolender or Linktolender, KGFA has the right to renew contracts. Also, any information provided to KGFA and or one of its companies, we will market to on an ongoing basis. We will acknowledge any responses and forward them to IC/ISO to work on. But if the IC/ISO is not available to work on we will proceed with the transactions. In this event you will not be entitled to any commissions. You agree to hold harmless KGFA.

11. 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. In addition, if your closing ratio is less than twenty percent (20%) during a 3-month period we may terminate this agreement.

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. If the IC/ISO stops submitting applications or at least three (3 months) have passed by us will assume that you will no longer be doing business with KGFA, or you are no longer in business and this agreement will terminate automatically. 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.

12. RIGHT OF FIRST REFUSAL. The ISO shall grant to KGFA the right of first refusal for all cash advances. 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.

13. 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.

14. 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. If 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.

15. SEVERABILITY. 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.

16. SURVIVAL. The obligations of all parties hereto incurred prior to the effective date of termination of this agreement, including the NDA (non-disclosure agreement), shall survive termination of this Agreement.

17. 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.

18. 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 Florida 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.

19. 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.

20. WAIVERS. 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.

21. 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.

23. SECTION HEADINGS. The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

24. ENTIRE AGREEMENT; BINDING EFFECT. 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.

25. IDEMNIFICATION BY IC. IC/ISO shall indemnify and hold KGFA harmless from 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. If 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.

26. MUTUAL IDEMNIFICATION. 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.

27. NOTIFICATION OF ADDRESS CHANGE. IC/ISO will notify KGFA promptly if IC/ISO moves or otherwise has a change of address.

28. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the Parties and amendment, or modification must be in writing and signed by both Parties.

IC/ISO (Please type the following fields and sign)

Company name: _____ Your Name: _____

Authorized Signature: _____ Date: _____

KGFA CAPITAL VENTURES INC. (DBA) LINKTOLENDER / LINKTOLENDER

Authorized Signature: _____ Date: _____

**Please (a) e-sign this document or (b) return this Agreement completed and signed via email to an authorized representative of Linktolender or to
fax to 305-675-0149 contact@linktolender.com**

(Commissions Schedule - Form A)

To obtain the commission, pay out **the referral partner will only be generating leads or loan applications.**

If you generate any of the following leads, to receive compensation it must include the following information and meet the following criteria.

1. Business funding leads or applications, includes businesses seeking equipment financing, invoice financing, business line of credit, quick business loans, a bank term loan or SBA loan:

- a. Must have 2 years in business
- b. Generate or deposit minimum \$20,000 per month
- c. Be a U.S. business

For these leads or applications you will receive \$20 per application or quality lead form, submitted via Linktolender.com. **You can view all these types of referrals online on our portal at linktolender.com, by clicking view application and view the outcome. Funded means that you will receive the additional compensation of \$100. Upon funding you will receive \$100 when the loan funds exceed \$20,000.**

A quality lead is a real business owner who applied and who meets the above criteria. If they do not meet that criteria it is an unqualified lead.

2. Real Estate Investment leads or applications. This includes real estate investors seeking a mortgage or loan to purchase real estate. These leads must meet complete the lead form found at:

- a. <https://www.ai.linktolender.com/real-estate-loans>
[Real Estate Invest Loans | AI linktolender](#)

ACH Payment & Payment Policies

The commission is paid monthly, and you will receive a monthly report. Commissions will be paid on or before the 7th day of the following month.

KGFA CAPITAL VENTURES INC.

Signature

AFFILIATE PARTNER:

Signature

Date

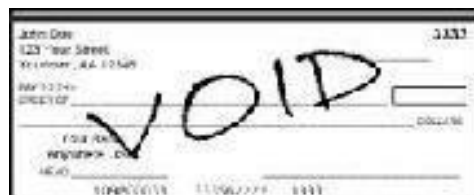
ACH Form We need a copy of a voided check for your personal or company account to pay you via ACH.Direct Deposit. This is to set you up on our direct pay program. Also, you can list this information:

Bank Name: _____

Account Type: _____ (personal or biz)

Routing Number: _____

Account Number: _____



Foreign nationals are not required to submit the W9 only US. Residents or citizens. Foreign nationals will be provided with a WBEN form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
-	-
OR	
Employer identification number	
-	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

