



RAINSTAR CAPITAL GROUP- REFERRAL BROKER AGREEMENT

This agreement is entered into this _____ 20__, by and between the undersigned parties. Be it resolved and in consideration of these recitals contained herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rainstar Capital Group a Michigan Company herein known as (**Rainstar Capital Group**) and _____ herein known as (**Agent**) whose offices are located at: _____ To, thereby agree and certify that:

Purpose: The purpose of this Agreement is to establish the privileges and obligations with respect to the use, handling, and protection of Proprietary Information by and between Rainstar Capital Group and Agent in order to further an existing or prospective business relationship.

1. They intend to be legally bound hereby irrevocably and agree not to circumvent, avoid payment of fees or commissions, avoid, bypass, or obviate each other, directly or indirectly, in any transaction with any corporation, Partnership, individual, trust, government, institution or entity revealed by either party to the other, in conjunction with any project and/or transaction involving any products, services, or negotiations, or renewals, rollovers, personal loans, business loans, loans, extensions, amendments, commissions, fees, new contracts agreements, or third party assignments thereof.

2. Nor shall either party disclose or otherwise reveal, to any third party, any confidential information revealed by the other, particularly information concerning, Clients, Lender', Financing Companies, Borrowers, institutions, corporations, organizations, banks, investors, or individuals, individual names, addresses, social security numbers, telex, facsimiles, telephone numbers, or other means of access thereto, bank information, codes of references, without specific written formal consent of the other. **AGENT** shall not contact any lender Rainstar Capital Group Introduces to Agent via LOI, term approvals, or other means, Any future deals Agent wants to bring to introduced Lender/Investor must be first issued to Rainstar Capital Group . No telephone calls or inquiries, are allowed to any bank, investment bank, lender, officers, investor(s), mortgage holders, or purchasers, other brokers, that have been provided to _____ (**Agent**) by Rainstar Capital Group , that _____ (**Agent**), does not have a relationship with of the date of signing this agreement, without prior written approval from an authorized officer of Rainstar Capital Group .

3. It is further agreed, that in the event either party shall be liable to pay the other party any and all profits, and/or commissions which such non-defaulting party would have earned or made from any transaction which may be consummated, as a result of, or through such un-permitted circumvention of this agreement, the defaulting party will be liable for triple damages, plus all court fees, and attorney

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fees expended in the enforcement of this agreement. The parties intend that an independent contractor/employer relationship will be created by this Agreement. Agent is not to be considered either an employee of Rainstar Capital Group for any purpose.

4. **COMPENSATION.** See Schedule A.

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5. It is agreed that this agreement shall remain in effect for a period of ONE (1) years, or for the life of any agreement, contracts, or commercial agreements, whichever is longer, and will automatically renew itself from One (1) year period unless mutually agreed to in writing to cancel the same within 30 days of the anniversary date of this agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with the respect to the Client submitted to the funding source. Both Parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.
6. All terms of this agreement shall be binding and insure to the benefits of the parties hereto, their respective heirs, representatives, successors, assignees, designees, referrals to, or referrals from. This agreement shall be interpreted under the laws of Kent County, Mi, USA. In witness whereof the parties have created and delivered this agreement and is effective from the date of signing both or all parties. This agreement will be void if modified. Fax or electronic deliver shall be binding legal contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Rainstar Capital Group

Agent:

Company Name:



**Kurt Nederveld
CEO**

Signature

Title:

Date: _____

Date:



Schedule A - Agent Compensation

In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Agents shall be paid Compensation in a One-Time Lump Sum Compensation as detailed below. Compensation is subject to change when changes are made by Rainstar Capital Group to the Program.

In consideration for the services rendered by the Agent hereunder, Rainstar Capital Group agrees to pay Agent in accordance with the Agent Compensation Schedule, set out in **Schedule A** hereto (the "**Compensation**"). Compensation shall be paid in respect of each Merchant location each and every unique referral referred to Rainstar Capital Group by Agent only, and which Merchant has entered into a Finance agreement and is funded.

The Referring Party's (AGENT) Compensation shall be due and payable within ONE (1) business day from the date on which Rainstar Capital Group is Paid Commission. Rainstar Capital Group agrees to pay via direct deposit to **Agent. Rainstar Capital Group** is only responsible for compensation to Agent upon the successful funding of **Agent's** referral. Agent must have signed 1099 on file with Rainstar Capital Group. Agent is not an employee of Rainstar Capital Group.

- I. Agent shall be paid its **One-Time Lump Sum Compensation** with respect to Tier 1 Bank Statement Cash Advance, Tier 1 Merchant Cash Advance and High Risk ACH/MCA.
- J. Agent shall be paid its **One-Time Lump Sum Compensation** with respect to Commercial Real Estate and Corporate Finance transactions

The amount of compensation shall be the following:

ACH/MCA ADVANCES, COMMERCIAL REAL ESTATE, CORPORATE FINANCE OF ANY SORT OF CLOSED FINANCE TRANSACTION:

5 Points on MCA deals

1 point on Equipment financing/ sales leasebacks

Commercial real estate deals- ½ point of funded loan amount

Corporate Finance/working term loan transactions ½ point of funded loan amount

Unsecured Lines of Credit- 2 points of credit line

Revenue based Credit lines- 1 point

Contractor Financing- 50% of fee charged by Rainstar Capital Group per invoice submitted by broker

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C A P I T A L G R O U P

Agent: Company Name:

Contact Name:

Address:

Telephone:

Email:

Preferred Method of Payment: send voided check or direct deposit instructions