



QUEEN
FUNDING

Queen Funding LLC

This ISO Sales Agent Agreement (the "Agreement") is entered into as of this day of 2018, by & between Queen Funding LLC, with offices at 101 Chase Ave Lakewood, NJ 08701 ("Queen Funding"), & _____ ("Agent"), with offices at _____

WHEREAS, Queen Funding purchases future accounts- receivable including credit-card, debit card, bank card and/or other charge card receipts (collectively, "credit card") (collectively, "Receipts") from various merchants ("Merchants"), for an amount agreed to by Queen Funding and the Merchants ("Program");

WHEREAS, the Program permits Merchants to sell an agreed-upon portion of their future Receipts ("Preprocessing Receipts");

WHEREAS, Agent wishes to promote the Program, assist with its implementation and refer potential Merchants to Queen Funding that may wish to participate in the Program, all subject to the terms hereof;

NOW, THEREFORE this Agreement witnesses that in consideration of the mutual covenants by each of the parties hereto, the parties hereby agree as follows:

1. **Agent Obligations.** Agent will market and promote the Program and assist interested parties in completing and submitting to Queen Funding applications from Merchants, in a form acceptable to Queen Funding. Each Merchant submitted by Agent to Queen Funding shall comply in full with the requirements set forth in the rules and policies of Queen Funding as they may exist from time to time. Queen Funding will evaluate and, at its sole and absolute discretion, accept or deny such applications. Agent may not be the only or exclusive sales agent of the Program for Queen Funding. Queen Funding may, in its sole and absolute discretion, retain the services of other sales Agents.

2. **Agent Compensation.** In consideration for the services rendered by the Agent hereunder, Queen Funding agrees to pay Agent in accordance with the Agent Compensation Schedule, set out in Schedule "A" annexed hereto ("Compensation"). Compensation shall be paid to Agent for each Merchant referred to Queen Funding by Agent, for which Queen Funding and Merchant enter into a Merchant Agreement in a form provided by Queen Funding ("Merchant Agreement") as a direct result of the referral by Agent. If a Merchant is referred to Queen Funding by Agent, but such Merchant does not execute a Merchant Agreement within thirty (30) days of such referral, then the Agent forfeits its rights to Compensation in respect to that Merchant and the data and information that Agent provided to Queen Funding with respect to such Merchant shall become the property of Queen Funding. Payment shall be due thirty (30) business days following receipt by Queen Funding or written acknowledgment of the Merchant's receipt of its Preprocessing Receipts, pursuant to Schedule "A" annexed hereto. If during the terms of the Merchant Agreement a Merchant ceases procuring services from a Queen Funding LLC-designated credit-card processor, Ongoing Compensation, as defined in Schedule "A", shall terminate with respect to that Merchant. In the event that a Merchant terminates or is in default of its obligations under a Merchant Agreement, no Ongoing Compensation shall be paid with respect to said Merchant. Payment of all Compensation to Agent shall continue and survive termination of this Agreement, except in case of a breach of this Agreement by Agent. Agent shall not be entitled to continuing Compensation unless Agent sends at least two (2) new Merchants each month to Queen Funding LLC, which Queen Funding LLC enters into Merchant Agreements with.

3. **Merchant Application and Agreement.** Agent shall present to each potential Merchant only such marketing and promotional material that has been provided by Queen Funding LLC or approved by Queen Funding LLC in advance, in writing. Included in such materials shall be a Merchant Application, in a form prescribed by Queen Funding LLC and a Merchant Agreement. Under no circumstances shall Agent have any right, in the course of carrying out its obligation hereunder, to offer or present any material (printed, electronic, or otherwise) to any prospective Merchant, actual Merchant or any other third party that has not been supplied by Queen Funding LLC or approved in advance in writing by Queen Funding LLC. Queen Funding LLC only shall be authorized to accept, ratify or finalize any Merchant Agreement and include a Merchant in the Program. Queen Funding LLC may, at its sole and absolute discretion decline to accept any Merchant to the Program for any reason whatsoever. Under no circumstances shall Agent hold out that it has any right to accept or decline a Merchant application for a Merchant Agreement nor shall it hold out or represent to any third party that it has the right to: (a) modify in any way or accept any Merchant Agreement; (b) include a Merchant in the Program; or (c) bind Queen Funding LLC legally or otherwise. No agreement made by or through Agent or its affiliates shall be legally or otherwise binding on Queen Funding LLC until accepted in writing by a duly authorized officer of Queen Funding LLC. Agent shall be solely responsible for any and all expenses incurred by Agent in performance of services hereunder including, but not limited to, expenses related to any Agent employees or consultants. Agent acknowledges and agrees that Queen Funding LLC

may, at its sole discretion, amend the terms of the Program, including, without limitation the pricing thereof without prior notice or consent from Agent.

4. **Agent Identification.** In the course of carrying out its obligations hereunder, Agent shall clearly identify itself with its own corporate name, while also disclosing to all third parties that it is an agent of Queen Funding LLC for the promotion of the Program. 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 hereof and shall at all times and in respect of all parties and third parties be construed as actions taken by Agent subject to the terms hereof. Agent acknowledges and agrees that Queen Funding LLC shall not be liable in any manner for any liability of Agent to any third party for any reason. Agent shall be responsible to ensure that all Agent Parties are adequately trained to perform hereunder and conform to all of the provisions hereof. Agent covenants that Agent Parties shall abide by the obligations of the Agent set out in Schedule “A” annexed hereto.

5. **Representation 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:

A. It is an entity organized, validly existing and in good standing under the laws of the State where its principal office is located and/or where it is authorized to do business;

B. It has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement.

C. It’s performance of this Agreement will not violate any applicable law or regulation or any agreement to which it may now be bound;

D. This Agreement represents its valid obligation and is fully enforceable against it;

E. It is not a party to any pending litigation that would have an impact on this Agreement and have never been fined or penalized by Visa, MasterCard, NACHA or any other association in the credit, payments or banking industry; and

F. It is not on the Member Alert to Control High-Risk merchants list of MasterCard or any other similar list.

Agent covenants, warrants, and represents that during the term hereof and so long as Agent is bound by the non-interference provisions hereof, it shall:

A. Comply with any and all policies and guidelines established by Queen Funding LLC.

- B. Where appropriate, inform potential Merchants that they are required to change credit-card processors in order to participate in the Program;
- C. Accurately describe the Program;
- D. Immediately inform Queen Funding LLC of any changes that become known to Agent in the address, ownership, business, or operations of itself or of any Merchant;
- E. Deliver to Queen Funding LLC all 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 Queen Funding LLC guidelines, such as they may be from time to time;
- F. Not use any promotional material for the Program without the prior written consent from Queen Funding LLC, including, without limitation, any logo, trademark or mark of any kind of Queen Funding LLC,, or any of its Affiliates;
- G. Remain cognizant and in agreement that this Agreement may be terminated immediately by Queen Funding LLC upon breach of any obligation, covenant, representation or warranty set forth in this Agreement or if determined by Queen Funding LLC, in its sole discretion that Agent is causing a negative effect on the Program, Queen Funding LLC or its affiliates;
- H. Not willfully cause or solicit a Merchant to terminate or alter its credit-card processing to another bank or processor, which has no contractual affiliation with Queen Funding LLC or any of its affiliates, or in any way willfully interfere with a Merchant Agreement to which Queen Funding LLC is a party;

6. **Term and Termination.** The term of this Agreement shall begin on the date appearing on the first page hereof and will continue for an initial term of one (1) year. After such initial term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either party upon thirty (30) days written notice prior to the end of the then current term. This Agreement may be terminated immediately by Queen Funding LLC upon breach by Agent of any of its obligations herein or if, as determined by Queen Funding LLC, Agent or any of Agent Parties causes a detrimental effect to the Program, Queen Funding LLC or any of its affiliates, other programs, officers, employees or Merchants.

7. **Non-Interference.** During the term of this Agreement and for a period of two (2) years thereafter, or after Agent stops receiving Compensation hereunder, whichever comes last, Agent and Agent Parties shall not themselves willfully, nor willfully permit any respective subsidiary, Affiliate or successor in interest of their respective officers, employees, agents or nominees; (i) to interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with Queen Funding LLC contractual relationship with any of its Merchants or clients; (ii) to cause

or attempt to cause any Merchant or other Queen Funding LLC client to terminate its relationship with Queen Funding LLC or utilize the services of any entity other than Queen Funding LLC. For the purposes of this Agreement the term “Affiliate” or “affiliate” shall mean, with respect to a specified party, any party that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the specified party.

8. **Non-Solicitation.** The parties agree that throughout the term of this Agreement and for two (2) years thereafter, neither party, nor any of their respective affiliates shall knowingly hire any of the current officers or employees or agents of the other party hereto or any of its Affiliates so long as such restricted employee or agent remains employed or retained by such party or its Affiliates, without the prior written consent of such party.

9. **Remedies.** Without limiting the foregoing, in the event of a breach of Sections 1,3,4,5,6 or 7 of this Agreement by Agent or any Agent Party, Queen Funding LLC shall be entitled to apply to a Court of competent jurisdiction for an injunction to restrain such breach, without the need for bond, and Queen Funding LLC shall have no obligation to make any further Compensation or other payment to Agent that might otherwise come due after such breach; provided that Agent does not cure the breach within ten (10) calendar days after notice thereof. Any remedies hereunder shall be in addition to any other remedies available to Queen Funding LLC in law or in equity.

10. **Assignment; Successors; Amendments.** Agent may not assign any right or obligation under this agreement to any third party without prior written consent of Queen Funding LLC, including an assignment by virtue of a sale of Agent’s business. Queen Funding LLC may assign its rights and obligations hereunder with notice to the Agent. This Agreement shall inure to the successors and permitted assigns of the parties hereto. With the exception of amendments to the Program and Compensation, which may be made at the discretion of Queen Funding LLC, this Agreement may be amended only by a written agreement executed by both parties hereto.

11. **Confidential Information.** Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of 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 in Section 2 regarding Agent’s Confidential Information with regard to a Merchant that does not enter into a Merchant Agreement within 30 days which shall become the Confidential Information of Queen Funding after 30 days, or otherwise set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and security 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 the Confidential Information of the other party to any third party without the prior written consent of 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, its affiliates, operations, employees, products or services, clients, customers and/or potential customers. Confidential Information shall include customer lists, card member account numbers, pricing information, computer access codes, instruction and/or procedural 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) or becomes 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.

12. **Notices.** Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by internationally recognized overnight courier, registered or certified mail (postage prepaid with return receipt requested) to the address of Queen Funding LLC or Agent set forth below. Such notices or other communications shall be deemed received (i) on the date delivered, if delivered personally, (ii) on the business day after being sent by an internationally recognized overnight air courier or (iii) five days after being sent, if sent by first class registered mail, return receipt requested.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its principles of conflicts of laws) whose courts shall have sole jurisdiction over disputes arising hereunder. The parties hereto agree that issues arising hereunder are too complex to be addressed by a jury and covenant to elect for a non-jury trial in the event of a trial relating hereto. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, including expert witness fees and fees on any appeal.

14. **Whole Agreement.** This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer any rights or remedies upon any persons or entities not parties to this Agreement.

15. **Relationship of Parties.** Queen Funding LLC and Agent are independent contractors hereunder and their relationship shall not be construed as any other form of employer/employee relationship, joint venture or partnership. Queen Funding LLC intends no contract of employment, express or implied, with either Agent or any Agent Party; neither Agent nor any Agent Party has obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. Agent agrees that it shall be solely responsible for the purchase and maintenance of employment or workers compensation insurance coverage related to its employees and that Queen Funding LLC shall have no responsibility for any such liabilities.

16. **Limitation of Liability.** Queen Funding LLC shall not be liable hereunder to Agent or any third party for any liquidated, indirect, consequential, 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.

17. **Severability.** If any provision hereof is for any reason determined to be invalid, such provision shall be deemed modified so as to be enforceable to the maximum extent permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

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

Queen Funding LLC

Agent _____

BY: _____

By _____

Name: Sara Shain

Name _____

Title: ISO Relations

Title: _____

Date: _____

Date: _____

Schedule A

Agent Compensation:

This Agent Compensation Schedule sets out the terms of payment of Compensation under the Queen Funding LLC ISO Agent Sales Agreement (“Agreement”). In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Agents may be paid Compensation in Four forms: (1) a One-Time Lump Sum Compensation;

(2) Ongoing Compensation; (3) a One-Time Renewal Compensation; and (4) Processing Residual Commission as detailed below. Compensation is subject to change when changes are made by Queen Funding LLC to the Program. Changes to the program may be made in Queen Funding LLC’s sole and absolute discretion.

Agent shall be paid its One-Time Lump Sum Compensation with respect to a Merchant with which Queen Funding LLC enters into a Merchant Agreement, within thirty (30) business days after the purchase price for the purchased amount of the Merchant’s receivables is paid by Queen Funding LLC to the Merchant (provided the Merchant is still processing with one of Queen Funding LLC approved processors and/or is forwarding to Queen Funding LLC all amounts due). In the event that a cash advance or Merchant Agreement with a Merchant is made at a factor rate lower than the approved factor rate, the One- Time Lump Sum Compensation paid to the Agent shall be reduced by one-half of one percent for each point reduction in the Factor Rate, and provided that in no event can a factor rate be lower than 1.2%.

Ongoing Compensation due to Agent shall be paid no more than twenty (20) business days following the end of any month in which Queen Funding LLC receives Processing Receipts.

All Compensation is based on the funded amount of the cash advance in an amount agreed-upon by Queen Funding LLC and Agent.