

# REFERRAL AGREEMENT

This Agreement sets forth the agreement between \_\_\_\_\_ (hereinafter "Referring Party"), with its principal place of business at \_\_\_\_\_ and SLIM Capital LLC (Hereinafter ("SLIM") with respect to any transactions submitted to SLIM by Referring Party). The parties hereby agree as follows:

**1. Scope:** This Agreement applies to all transactions submitted by Referring Party to SLIM until such as this agreement is terminated or suspended by another agreement.

**2. Disclosure of Information:** Referring Party shall in connection with each transaction submitted, fully inform SLIM as to all material information known to Referring Party concerning the transaction, including but not limited to, information regarding the proposed lessee and the proposed lessee's credit worthiness, any vendor and the equipment to be leased. This duty extends to any changes occurring or discovered after the transaction has been submitted but prior to funding by SLIM or its assigns.

**3. Documentation:** All transactions shall be documented to SLIM's (or its assigned) complete satisfaction in form acceptable to SLIM, at SLIM's sole discretion.

**4. Authority to Modify:** SLIM may modify the terms of any of the loan documentation including the loan agreement and Guidelines and Fee Policy, in SLIM's sole discretion, at any time from time to time, by providing written notice thereof to the Referring Party. Any modifications shall be prospective only.

**5. Referring Party warranties:** Referring Party hereby warrants, with regards to each transaction to be submitted, as follows:

a. That each lease submitted is a bona fide obligation of the respective lessee and any co-lessees and will be valid and enforceable according to its terms. Any guarantees thereof will be bona fide obligations of the guarantors and will be valid and enforceable according to their terms. All documents provided in connection with each transaction shall be duly executed by the appropriate parties, who will have been duly authorized to execute same, and will be enforceable in accordance with their terms and have been properly witnessed by competent witnesses.

b. Permits, Licenses. It has necessary permits, authorizations, and licenses required under current laws and regulations to carry on its business as currently conducted and as contemplated pursuant to this Agreement, except where failure to do so would not have a material adverse effect on its ability to perform its obligations under this Agreement.

c. Compliance with Laws. It has conducted and will conduct its business in accordance with all laws and regulations which are applicable thereto, except where such non-compliance would not have a material adverse effect on its ability to perform its obligations under this Agreement.

d. All leases to be submitted will be for business or commercial purposes only, and not for personal, family, or household purposes.

e. Each lease shall be the sole and complete agreement with regards to the lease of the equipment, and there will be no other agreement in force as a result of representation or warranties made by Referring Party, with respect to the equipment or the lease thereof.

**5.1** With regard to each application or Transaction referred or submitted to SLIM, Referring Party further represents, warrants, and covenants that at the time of such referral and thereafter:

a. Transaction Documents. Referring Party shall promptly deliver to SLIM all manually executed originals of all Transaction documents in the possession of Referring Party.

b. Customer Information. Referring Party shall provide to SLIM in their entirety all credit applications, tax returns, financial statements, and information together with any bank, trade, and credit ratings received by Referring Party from or for a Customer, its owners, or guarantors. All such materials shall, to the best of Referring Party's knowledge after due inquiry, be accurate and correct and shall fairly represent the financial condition of such Customer, its owners, or guarantors at the time of submittal. Referring Party shall not delete or alter any information related to said materials and provided to SLIM. Referring Party shall provide to SLIM all information known to it regarding any and all known

derogatory information pertaining to any Customer, its owners, or its guarantors or to any vendors or suppliers of equipment to SLIM or Customer.

c. Authorization for Credit Investigation. Referring Party shall obtain and assign to SLIM, full authorization from any Customer and its guarantors to perform such legal credit investigation activities pertaining to Customer, its and its guarantors as may be necessary to appropriately evaluate a financial Transaction or proposed Transaction.

d. Disclosure of Other Transactions and Submissions. Referring Party shall disclose to SLIM the identity of any funding source other than SLIM to whom Referring Party has submitted an application or Transaction, the date of such submission, and the disposition by such funding source.

e. Other Customer Financings. Referring Party shall disclose to SLIM in writing any and all financial Transactions completed within the past six months and/or currently contemplated in the foreseeable future of which it is aware that pertain to any Customer, its owners, or guarantors.

f. Payments to Referring Party. Referring Party shall disclose to SLIM in writing all monies collected from a Customer, its owners, its guarantors, or any affiliate or from any vendor, supplier, or other party involved with a proposed Transaction within the past six months and all amounts remaining due to, or expected to be collected by, Referring Party and/or any employee of Referring Party, equipment vendor or other interested third party from a Customer, its owners, its guarantors, or any affiliate.

g. Source of Transactions. Referring Party shall disclose to SLIM the manner and source through which it became aware of each Customer and Transaction. In the event that a proposed Transaction submitted to SLIM is "re-Referring Partyed", as that term is generally understood in the industry, Referring Party shall identify in writing said lease Transaction as being re-Referring Partyed, and shall disclose to SLIM the identities of the parties.

h. Enforcement Assistance. Referring Party will, upon reasonable request from SLIM and at SLIM's expense, assist SLIM in gathering information, contacting a Customer, repossessing any equipment and/or otherwise enforcing SLIM's rights in respect of a Transaction.

i. Notice to Applicants: Regulation B. To the extent that federal or state laws and regulations (including, but not limited to, the Equal Credit Opportunity Act, implemented by "Regulation B") require that certain notices be provided to proposed lessees or borrowers (the "Applicants") including, but not limited to, disclosure of the right to request specific reasons for credit denial and notice of action taken and statements of reasons for taking such action, Referring Party represents and warrants (i) the Applicant was provided with the following language either at the time of application or within 30 days of a complete application, "The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FTC Regional Office for region in which the creditor operates or Federal Trade Commission, Consumer Response Center, Washington, DC 20580. If we take adverse action you have a right to a statement of specific reasons for the adverse action if you request such statement within 60 days from Referring Party at the address and telephone number provided on the application. The written statement shall be sent to you within 30 days. Adverse action may include refusal to grant credit in substantially the amount or terms requested, termination or an unfavorable change in the terms of an account and refusal to increase the amount of credit available."; (ii) in the event an Applicant requests a statement for specific reasons Referring Party shall use the Explanation of Adverse Action Letter provided by MCC or a substantially similar form provided under ECOA, provided however, that any such letter shall name MCC as a creditor, provide MCC's address and name at least one federal regulatory agency responsible; (iii) any other notice or disclosure shall contain all required information and content to satisfy any obligation of MCC under the ECOA; and (iv) Referring Party shall supply SLIM with written verification thereof upon request evidencing Referring Party's compliance. It being understood and agreed that any form of letter or other communication required hereunder shall be subject to the initial review and approval (not to be unreasonably withheld or delayed) of Referring Party.

**6. Confidentiality:** All information relating to a potential Customer (the "Customer Confidential Information") supplied by Referring Party to SLIM in connection with any referred Transaction shall be held in confidence by SLIM; provided, however, that Customer Confidential Information shall not include information which (i) is previously known by SLIM, (ii) becomes publicly available through no breach of this Agreement, or (iii) is provided directly to SLIM from a Customer. SLIM will use Customer Confidential Information solely for the purpose of evaluating one or more potential transactions, administering, including enforcing, contracts with the Customer and as otherwise authorized by Referring Party or permitted under this Agreement. The terms of this Agreement shall

be considered confidential information (such terms, together with the Customer Confidential Information, the "Confidential Information"). Notwithstanding anything to the contrary in this Agreement, (y) either party may disclose any Confidential Information (1) if required to do so under applicable law or by judicial process and (2) to its affiliates, attorneys, tax, financial and other professional advisors and permitted assignees.

**7. Non-Circumvention:** In pursuit of the opportunity or opportunities contemplated by this Agreement, and at any time prior to the expiration of two (2) years from the date of this Agreement, it is expressly agreed by the Parties that the identities of any individual or entity, and any other third party or parties; including, without limitation, prospective subscribers, financial sources, advisors, consultants or any other third party otherwise introduced or discussed and made available by Referring Party to SLIM, shall constitute Confidential Information, and the Recipient of such Confidential Information, or any group, company, or associated entity or individual of Recipient, shall not, without prior written consent of, or having entered into a commission agreement with the other Part, shall: directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by SLIM; or seek to by-pass, compete, avoid or circumvent SLIM from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

**8. Equitable Relief:** Each Party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to SLIM, for which there will be no adequate remedy at law, and SLIM shall be entitled to equitable relief to compel Referring Party to cease and desist all unauthorized use and disclosure of the SLIM's Confidential Information.

**9. Authority of Referring Party:** Referring Party is, and shall act as, an independent contractor, and as such, shall have no authority to incur any obligations or to make any statements or representations on behalf of SLIM, or to bind or commit SLIM in any manner, or to make, alter or execute any documents or agreements on behalf of SLIM. Referring Party shall not use SLIM's name or any of SLIM's trademarks as part of any legal process in any action which may be brought against SLIM or employ attorney to defend such.

**10. Acts of Representatives:** It is understood by Referring Party that all of its duties and responsibilities arising out of this Agreement extend as well to anyone acting on Referring Party's behalf. Referring Party specifically understands that in the event that it delegates any of its functions, such as obtaining documentation or making other arrangements with regards to a transaction to others, including vendors or other Referring Parties. Referring Party is still fully responsible for any and all such actions as if Referring Party had taken such action itself.

**11. Indemnity:** Referring Party shall indemnify and hold SLIM harmless from and against any and all expense, injury and damage including reasonable attorney fees, which SLIM may incur, pay or suffer as a result of acts of Referring Party, its principals, employees or representatives or breach of its warranties herein.

**12. Customer Payment Default:** If SLIM takes steps to enforce its rights in respect of a Transaction as a result of a default by Customer in the making of its **first Monthly Payment** following the funding of the Transaction or as a result of the discovery by SLIM that any payment received prior to funding in respect of advance payments, security deposits or fees has been dishonored, then Referring Party will, promptly upon receipt of a request from SLIM, refund any fee paid to Referring Party in connection with the Transaction pursuant to Section 2 of this Agreement or otherwise.

**13. Compensation of Referring Party:** In return for Referring Party's efforts in connection with any transaction submitted by Referring Party and accepted by SLIM or its assigned, SLIM shall, if the transaction is at SLIM's standard rates for transactions of similar size and risk, pay Referring Party SLIM's standard Referring Party fees thereon in accordance with SLIM's then current commission schedule.

**14. Expenses of Referring Party:** SLIM shall not be liable for any expenses incurred by Referring Party in connection with any transaction submitted by Referring Party. Any and all such expenses shall be Referring Party's sole responsibility.

**15. Effective Time:** This Agreement shall be effective at the time of its execution by SLIM and shall continue in effect until terminated by either party upon written notice. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination of this Agreement shall survive such termination.

**16. Choice of Law and Venue Attorney Fees:** This Agreement shall not be effective until signed by SLIM in its office in the State of California. This Agreement shall be considered to have been made in the state of California. Referring Party agrees to California jurisdiction in any action, suit or proceeding arising out of this Agreement, and waives trial by jury in any action, proceeding or litigation between or among SLIM and Referring Party. In the event of legal action to enforce the terms of this Agreement, Referring Party agrees that venue shall be laid in Los Angeles County, California. If enforcement action is taken by SLIM to enforce any term of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney fees, including attorney fees incurred at trial, on appeal and review, or incurred without actions, suits or proceedings, together with all costs and expenses incurred in pursuit thereof Referring Party waives trial by jury in any action proceeding or litigations between or among SLIM and Referring Party.

**17. Waiver:** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision for any other provision.

**18. Notices:** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed, (certified mail with postage prepaid) or delivered by any express delivery service which provides for receipted delivery to the address for each party set forth beneath its signature block below or to such other address as such party shall have furnished to the other party in writing.

In witness whereof, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives.

**Referring Party Company:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SLIM Capital, LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_