Independent Sales Organization Agreement

This Independent Sales Organization Agreement (the "Agreement") is entered into between LNS Group LLC doing business in New York as LNS Capital Partners LLC (the "Company"), and the undersigned Independent Sales Organization ("ISO") as of _____.

Program Description. The Company has developed a program (the "Program") for providing funding for merchants ("Merchants") by purchasing at a discount the future business receipts of such Merchants ("Receipts"), including but not limited to, credit-card, debit card, bank card and/or other charge card receipts. Funding provided to a Merchant by the Company is to be memorialized in an agreement between the Company [and such Merchant in a form acceptable to the Company (a "Merchant Agreement"). During the term of this Agreement, ISO, acting as an independent contractor, may assist the Company by marketing and promoting the Program to interested Merchants, and assisting such Merchants with the completion and submission of applications for acceptance into the Program, in a form acceptable to the Company. Only the Company, directly or through its Affiliates, is authorized to accept, ratify, or finalize any Merchant Agreement and accept a Merchant into the Program. The Company may, at its sole and absolute discretion, decline to accept any Merchant in the Program for any reason whatsoever. ISO shall not hold out that it has any right to accept or decline a Merchant's application, nor will it represent to any Merchant or third party that it has the right to: (a) accept a Merchant into the Program; (b) negotiate or accept a Merchant Agreement; (c) modify a Merchant Agreement in any way; or (d) bind the Company] legally or otherwise. No Merchant Agreement will be legally or otherwise binding on the Company until accepted in writing by a duly authorized officer of the Company. Company may establish rules, requirements, guidelines, or other conditions ("Program Rules") for participation in the Program. Program Rules may be detailed in one or more separate documents.

ISO Identification. In the course of carrying out its obligations hereunder, ISO will clearly identify itself with its own name, while also clearly disclosing to all third parties that it is authorized by the Company to promote the Program.

ISO Parties. ISO agrees that its actions and the actions of its shareholders, affiliates, directors, officers, employees, independent contractors, representatives, agents, principals, successors, assigns and associates (each an "ISO Party") under or in connection with this Agreement will be governed, controlled, and directed by, and will be in full compliance with, the terms of this Agreement. ISO further agrees that the actions of an ISO Party parties, be construed as an action taken by ISO subject to the terms hereof. ISO will ensure that each ISO Party abides by the obligations of ISO under this Agreement. ISO will ensure that each ISO Party is adequately trained to perform hereunder and conform to all of the provisions of this Agreement. As used herein, an "affiliate" of a specified person, means a person who directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the person specified.

Compensation. In consideration for the services rendered by ISO hereunder, the Company agrees to pay ISO in accordance with the Compensation Schedule annexed hereto ("Compensation"). ISO acknowledges and agrees that the Company may, at its sole discretion,

amend the terms of the Program, including, without limitation the pricing thereof and the amounts of Compensation payable hereunder without prior notice to or consent from ISO. Compensation shall be paid to ISO for each Merchant referred to the Company by ISO, only if: (a) the Merchant and the Company enter into a Merchant Agreement that results as a direct result of the referral by ISO and Company provides funding to such Merchant pursuant to the Merchant Agreement; and (b) the Merchant Agreement is executed by Merchant within 30 days of ISO's referral. Payment shall be due within the time period specified in the Compensation Schedule or, if no time period is specified, within 30 calendar days following the Company's advance of funds to Merchant as specified in the Merchant Agreement. ISO will be solely responsible for any and all expenses incurred by ISO in performance of its services hereunder including, but not limited to, expenses related to any ISO Party.

Return of ISO Compensation. ISO shall immediately repay any and all Compensation received in respect of a referred Merchant, if any of the following shall occur within 45 days after the execution of the Merchant Agreement by such Merchant: (a) the Merchant defaults under the Merchant Agreement; (b) the Merchant becomes insolvent, or applies for bankruptcy or other relief from creditors, or (c) on 21 or more daily payments or 5 weekly payments, a scheduled debit of a Merchant's account designated for a payment pursuant to a Merchant Agreement is returned due to insufficient funds.

Marketing and Promotional Materials. Marketing and promotional materials used by ISO to promote the Program must include a Merchant application and a Merchant Agreement, in a form prescribed by the Company and subject to revision and/or amendment from time to time. The Company's marks, including its name and logo (the "Marks") may be used by ISO in conjunction only with marketing and promotional material approved by the Company. ISO acknowledges and agrees that (a) the Marks are owned by the Company; (b) ISO will do nothing inconsistent with such ownership; (c) all use of the Marks by ISO will inure to the benefit of and be on behalf of the Company; (d) nothing in this grant gives ISO any right, title or interest in the Marks; and (e) ISO agrees to use the Marks only in the form and manner prescribed from time to time by the Company and not to use any other trademark or service mark in combination with any of the Marks other than ISO's name without the prior written consent of the Company. ISO agrees, at its own expense, to defend Company against, indemnify Company for, and hold Company harmless from and against any and all claims, suits, actions, proceedings, judgments, damages, liabilities, costs and expenses including reasonable attorneys' fees arising either from the use of the Marks by ISO, any ISO Party, or any third party authorized by ISO, other than a claim based on an assertion by a third party either that the Company does not own the Marks or does not have the authorization to use the Marks. Upon termination of this Agreement, any permission or right to use the Marks granted hereunder will cease to exist and ISO will immediately cease any use of the Marks. Under no circumstances will ISO have any right, in the course of carrying out its obligations hereunder, to offer or present any material (printed, electronic, or otherwise) with the Marks to any Merchant or any other third party that has not been supplied by the Company or approved in advance in writing by the Company.

ISO Misconduct and Non-Interference. During the course of a Merchant's application process and for so long as a Merchant's obligations to the Company under a Merchant Agreement remain outstanding, ISO shall not do, or permit any ISO Party to do any of the following:

- Distort, alter, or change any Merchant application, statements, or supporting documentation provided to the Company (or encourage a Merchant to do the same).
- Refer a Merchant to a third party, other than the Company, with which Merchant enters into an agreement for the sale of Receipts, or any other form of financing (including factoring, leasing, or loan agreements).
- Cause or attempt to cause any Merchant to terminate its relationship with the Company.

- Cause or solicit a Merchant to change its bank account or terminate or alter its credit card processing to another bank or processor without the prior written consent of Company.
- Otherwise interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with the Company's contractual relationship with any Merchant, or knowingly cause or attempt to cause a Merchant to breach its obligations under an existing Merchant Agreement with the Company, or induce or attempt to induce any Merchant to do so.

Upon the occurrence of any of the events specified above ("ISO Misconduct"), the parties agree that such ISO Misconduct will amount to tortious interference with the Company's business. Furthermore, the parties agree that the Company will suffer a substantial injury for which it is impracticable or extremely difficult to fix actual damages. In an effort to liquidate in advance the sum that should represent such damages, ISO agrees to repay to the Company all compensation received by ISO from the Company with respect to each Merchant that is the subject of ISO Misconduct, all costs associated with underwriting the Company's transactions with such Merchants, and an amount equal to the balance of any undelivered Receipts purchased, under the related Merchant Agreements (the "Liquidated Damages Amount"). ISO acknowledges that the actual damages likely to result from breach of this section are difficult to estimate on the date of this Agreement and would be difficult for the Company to prove. The parties intend that ISO's payment of the Liquidated Damages Amount would serve to compensate the Company for any ISO Misconduct, and they do not intend for it to serve as punishment for such ISO Misconduct. Notwithstanding the foregoing, the Company reserves the right to seek immediate injunctive relief and damages associated with ISO Misconduct. If the Company pays Compensation by means of electronic funds transfer (such as ACH settlements) then ISO agrees that the Company, immediately after notifying ISO of the ISO Misconduct, may collect the Liquidated Damages Amount by way of an electronic funds transfer directly from the account used to pay Compensation to ISO. In addition, the Company may deduct the Liquidated Damages Amount from future Compensation owed to ISO until the Liquidated Damages Amount is paid in full.

ISO Representations, Warranties, and Covenants. ISO represents, warrants, and covenants to and for the benefit of the Company that as of the date hereof, as of the date of each Merchant application submitted to the Company by ISO, and during the term of this Agreement:

- ISO is duly organized, validly existing, and in good standing under the laws of the State where it is organized.
- ISO is properly licensed and qualified to transact business in all jurisdictions where it conducts activities contemplated by this Agreement.
- ISO has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement.
- ISO's performance under this Agreement does not and will not violate any applicable law or regulation or any agreement to which ISO is or may be bound.
- This Agreement represents a valid obligation of ISO and is fully enforceable against it.
- Neither ISO nor any of its affiliates is a party to any pending litigation that would have an impact on the Program or this Agreement or has ever been fined or penalized by VISA, MasterCard, NACHA, or any other association in the credit, payments, financial or banking industry, or fined or investigated by a state or federal regulatory authority or charged with any financial crime.
- Neither ISO nor any of its affiliates is named on the Member Alert to Control High-Risk Sellers list of MasterCard, or any other similar list.

- ISO will not sell, purchase, provide or exchange credit card, debit card or bank account numbers or Merchant information, or any information collected or received hereunder, to any third party without the prior written consent of the Company.
- ISO will not act in such a way as to cause any direct or indirect damage to the business or name of the Company or any of its affiliates.
- ISO will comply with any and all policies and guidelines established by the Company from time to time for marketing and promoting the Program Rules.
- ISO will accurately describe the Program to Merchants.
- ISO will not make claims to Merchants about Company's fees, rates, costs, terms, benefits, or pricing unless ISO has a reasonable basis to substantiate that such claims are true.
- ISO will immediately inform the Company of any changes in the address, ownership of business, or operations of ISO or of any Merchant referred by ISO that has entered into a Merchant Agreement.
- During the course of a Merchant's application process and for so long as a Merchant's obligations to the Company under a Merchant Agreement remain outstanding, ISO shall promptly notify the Company of any adverse and/or negative information of material importance relating to such Merchant that ISO may learn in the course of its business.
- ISO will deliver to the Company all documents required to form a complete Merchant application according to the Program Rules, as they may be amended from time to time,
- ISO will disclose to Merchants the compensation that the ISO will receive from the Company in connection with the Program.
- ISO will not refer a Merchant to the Company if ISO knows the Merchant is misrepresenting information on an application and/or during the underwriting process.
- Neither ISO nor any ISO Party shall collect fees or compensation of any kind directly from a prospective or approved Merchant for assistance in obtaining an application or approval to the Program. Any such funds received by ISO from a Merchant shall be held by ISO in trust for the benefit of the Company and ISO shall immediately remit such funds to the Company.

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 year. After the initial term, this Agreement shall automatically renew for successive one-year terms. This Agreement can be terminated at any time by either party upon 5 days written notice provided to the other party in the manner described in this Agreement. This Agreement may also be terminated immediately by the Company upon breach by ISO of any of its obligations herein. The Company will have the absolute right to assign this Agreement, which assignment will in no way constitute a termination. No termination of this Agreement will affect: (a) any Merchant Agreement in effect as of the date of termination of this Agreement, (b) any rights of Company with respect to any Merchant or Company's ability to enter into additional transactions with any Merchant, or (c) any right of the Company with regards to the collection of fees owed, or ISO's liabilities. ISO will fully cooperate with the Company throughout the remaining term of each Merchant Agreement between the Company and any Merchant referred by ISO prior to the termination of this Agreement. All agreements that by their context are intended to survive the termination of this Agreement, will survive termination of this Agreement.

Indemnification. ISO shall indemnify and hold harmless the Company, its affiliates and their respective members, directors, officers, employees, and agents from and against any and all third party liabilities, claims, losses, and damages (including reasonable attorney fees, expert witness fees, expenses and costs of settlement) arising out of or with respect to this Agreement, to the extent that the claim, liability, loss or damage is caused by, relates to or arises out of: (i) the breach by ISO of any of its duties, obligations, representations or warranties under this Agreement, (ii) the negligence of ISO, pursuant to this Agreement, including but not limited to ISO's misrepresentation of the Programs.

Setoff. In addition to any right of setoff described above, ISO agrees that the Company may deduct from any funds that it may hold or owe to ISO, and Company may apply such funds to reduce the balance of any amounts due to the Company from ISO under this Agreement, or any other agreement between the parties.

Remedies. Without limiting the foregoing, in the event of a breach of this Agreement by ISO or any ISO Party, the Company shall be entitled to apply to a court of competent jurisdiction for an injunction to restrain such breach, without the need for bond, and the Company shall have no obligation to make any further compensation or other payment to ISO that might otherwise come due after such breach, if ISO does not cure the breach within 10 calendar days after notice thereof. Any remedies hereunder shall be in addition to any other remedies available to the Company in law or in equity.

Assignment; Successors; Amendments. ISO may not assign any right or obligation under this Agreement to any third party without prior written consent of the Company, including an assignment by virtue of a sale of ISO's business. The Company may assign its rights and obligations hereunder with notice to the ISO. This Agreement shall inure to the successors and permitted assigns of the parties hereto. This Agreement may be amended by a written agreement executed by both parties hereto; provided, however, that Company may amend this Agreement, any Program Rules, and the Compensation Schedule, by a separate writing which is delivered to ISO (which may be delivered electronically) by the Company. ISO's submission of a Merchant application to the Company on or after delivery of an amendment shall constitute ISO's acceptance of, and agreement to, such amendment.

Confidential Information. Definition. "Confidential Information" means all proprietary, secret, or confidential information or data relating to either party or their affiliates and their respective operations, employees, products or services, clients, customers, 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: (a) already known to the receiving party free of any restriction at the time it is obtained; (b) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (c) becomes publicly available through no wrongful act of the receiving party; (d) is independently developed by the receiving party without reference to any Confidential Information of the other; or (e) is required to be disclosed by law.

Disclosure of 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 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 this Agreement.

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 the Company or ISO set forth on the signature page of this Agreement. Such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, (b) on the business day after being sent by an internationally recognized overnight air courier or (c) 5 days after being sent, if sent by first class registered or certified mail, return receipt requested.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach of this Agreement, shall, if Company so elects, be instituted in any court sitting in Dutchess County, New York, (the "Acceptable Forums"). ISO agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, ISO waives any right to oppose any motion or application made by Company to transfer such proceeding to an Acceptable Forum.

Entire Agreement. This Agreement embodies the entire agreement and understanding between ISO and the Company and supersedes all other prior agreements and understandings relating to the subject matter hereof. ISO and the Company may enter into further and additional written agreements to amend or supplement this Agreement and the terms and provisions of such further and additional written agreements shall be deemed a part of this Agreement as though incorporated herein; provided, however, this Agreement may not be modified, amended, supplemented, or otherwise altered except by a writing signed by both parties.

Relationship of Parties. ISO is an independent contractor hereunder and the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between ISO and the Company. The Company intends no contract of employment, express or implied, with either ISO or any ISO Party; and neither ISO nor any ISO Party will make any representations to the contrary. Neither ISO nor any ISO Party has obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. ISO agrees that it will be solely responsible for the purchase and maintenance of employment or workers compensation insurance coverage and all taxes related to its employees, and that Company will have no responsibility for any such liabilities.

Non-Exclusivity. This Agreement does not grant ISO any exclusive right or privileges to provide to Company any services of the type described in this Agreement. Company may contract with third parties for services comparable to those described in this Agreement, and Company may itself perform such services. For purposes of clarity, nothing in this Agreement is intended to limit the rights of Company with respect to any Merchant, and the Company reserves the right to market the Program directly at any time to any Merchant, and shall be entitled to accept applications directly from any Merchant.

Limitation of Liability. The Company shall not be liable hereunder to ISO 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.

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.

Interpretation. All parties hereto have reviewed this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice. No construction determinations shall be made against either party hereto as drafter.

Counterparts and Agreement Acceptance. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by e-mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

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

LNS Group LLC,

By: _____

Printed Name: **Samuel Perez**

Title: **President**

Date: _____

Email: **samuel@lnsgroupllc.com**

Address of record:

195 Route US- 9, Suite 116,
Manalapan, NJ 07726

Independent Sales Organization

By: _____

Printed Name: _____

Title: _____

Date: _____

Email: _____

Address of record:

_____

COMPENSATION SCHEDULE

1. ISO Compensation

a. The Company agrees to compensate the ISO for each referred client that results in a completed transaction and payment to the Company. The ISO's compensation shall be subject to the terms and conditions outlined herein.

2. Payment Basis

a. Compensation shall be calculated based on commissions or cash actually received by the Company from the referred client.

b. The specific compensation rate ("Compensation Points") applicable to each transaction shall be determined on a case-by-case basis and confirmed by the Company at the time an offer is extended to the ISO.

3. Standard Compensation Structure

a. Unless otherwise agreed in writing, offers extended to the ISO shall include a base compensation of up to eight (8) points, with an optional 2:1 upsell structure.

b. The maximum allowable compensation under this Agreement shall be up to twelve (12) points per transaction.

4. Compensation for Non-Revenue-Based Funding Deals

a. For transactions classified by the Company as non-revenue-based funding deals, the Company agrees to split the earned commission on a 50/50 basis with the ISO.

Form **W-9**
(Rev. March 2024)
Department of the treasury
Internal Revenue service

Request For Taxpayer Identification Number And Certification

Go to *www.irs.gov/Formw9* **for instructions and the latest information.**

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above

3a. Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b. If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest. check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5. Address (number, street, and apt. or suite no.). See instructions.

6. City, state, and ZIP code

Requester's Name & address (optional)

LNS GROUP LLC, 195 Route US- 9, Suite 116, Manalapan, NJ 07726

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester 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 for Part II, later.

By signing below, the Merchant and its owners/principals:
(1) I certify that all information and documents submitted in connection with this application are is (are) true, correct and complete;
(2) I authorize LNSGROUP LLC, its agents, and lenders to obtain & receive credit reports and other information regarding the Merchant and its owners and principals from third parties, to verify any information provided on this application.
(3) I authorize LNS Group LLC to obtain such information solely to prequalify me for credit options in connection with evaluating my eligibility for working capital and related financing solutions.

Sign Here	**Signature of U.S person**	**Date:**