



REFERRAL AGREEMENT

This Referral Agreement is made and entered into this _____ day of _____ by and between _____ whose address is _____ its affiliates, employees, consultants, successors, and subsidiaries are collectively referred to herein as ("Referral"), and LNS Group LLC and its affiliates, herein be referred as ("Company"), hereinafter collectively referred to as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. Referral. Referral has a direct clients and/or-prospects that desire various financialservices and products from Company, or its Funding and Product Sources , including Company's own funds or any fund herein be referred as (the "Funding Source")

2. Company. Company will use its reasonable efforts, with no guarantee, to provide financial services, products, introductions, and transactions to Referral clients and/or prospects in return for which Company will compensate the Referral, ("Fees") as outlined below.

a. Referral agrees to and will promptly identify in writing to Company if a potential referral or transaction of any kind comes from another Referral Source directed by Referral. Any agreements or arrangements made by Referral to anoutside referral source will become and be the total responsibility of the Referraland without limitation, Referral agrees to indemnify Company from any claimsor damages resulting form the other entity or Referral Source by Referral.

b. Referral agrees that Company will have direct access and communication with Referral's direct clients and/or prospects or Referral's clients and/or prospectswile under this Agreement.

3. Compensation. In consideration for the Referral clients and/or prospects by the Referral to Company a fee of **up to 12 points** of any commissions or cash paid and received to Company as a result of a transaction with after receipt by Company. Referral's client, will be paid to Referral. The exact points will be determined on a case by case basis. LNS will confirm exact points when offer is sent out to Referral. Additionally, LNS reserves the right to execute a 30 day claw back policy, should the circumstance arrise. In most cases, 8 points will be built in to every offer with a 2:1 upsell, up to 12 points for all positions.

4. Non-Circumvention from Company. Company agrees not to enter into a futurebusiness transaction with clients directly sent by Referral, without providing for thecompensation of the Referral with attached exhibits made part of this agreement. Eachclient will be registered on behalf of the Referral and be recognized as a Referral client.

5. Non-Circumvention From Referral on Funding Source, Providers, Leads, and Clients.

5.1. Referral understands, acknowledges and agrees that Company has placedconsiderable time, money and other corporate resources in developing a network ofvarious Funding Sources for various financial products and that the business relationshipestablished by Company with its networks and contracted relationships, and employees,is vital and important to the continuing business of Company.

5.2. Referral acknowledges that in the process of Company presenting Referral clientsand/or prospects to Funding Source for potential financial products or transactions, thatthe Referral may be given the identity of Funding Source.

5.3. Referral further acknowledges, agrees and understands that for the periodcommencing with the date that Company presents to its Funding Source and clientsand/or -prospects, whether or not any financial services or products are ultimatelyprovided to the Referral client-customer-prospect, to five years after the introduction byCompany to its Funding Source, even in the event that no financial services are provided, that Referral shall not directly or indirectly seek to establish any type offinancial, business or other relationship with Company's Funding Source, no matter where Company's Funding Source shall be geographically located.

5.4 Referral further acknowledges, agrees and understands that the restriction contained in the immediately preceding paragraph is reasonable as to time and space, especially in light of the characteristics and nature of the financial services industry.

5.5 In the event that any debt, joint venture, working capital, line of credit, equipment leasing, equity product, stream payment cash out, loan product, accounts receivable line of credit, any factoring-invoice financing, purchase order-trade finance product, debt collection or loan processing services, any asset lease back, real-estate sale or lease is transacted, completed, or closed by the Referral, either directly or with a third party, with a Funding Source of Company that Referral knew or should have known was a Funding Source of Company, whether said financing is written accidentally or intentionally, the Referral agrees to (a) compensate Company with a fee equal to five percent (5%) of the amount financed, which amount is deemed to be reasonable liquidated damages as loss of a bargain and not as a penalty and (b) to immediately cease and desist from engaging in further business transactions with the Funding Source. This restriction shall apply to any add-on, renewal or extension of any existing transactions or agreement and it is understood that this is intended to original agreements as well as any add-on, renewals or extensions of previously placed transactions or agreements.

5.6 **Company** agrees and acknowledges that the above restrictions contained in paragraphs above do not apply to any Funding Source with whom the Referral has had a relationship as approved and listed on Appendix A herein, A relationship is defined as having previously completed transactions or agreements, it being understood that prior telephone, electronic or written communication only is not sufficient to have established a prior relationship.

5.7 **Company** states and Referral acknowledges that the agreements of Referral hereunder are a material inducement to the decision of Company to refer Funding Sources to Referral for its clients and/or prospects and the Referral breach of the terms of this Agreement will create irreparable harm for which money damages may not be adequate. Accordingly, Referral acknowledges that in the event of a violation of the terms and conditions of this Agreement by Referral, that equitable remedies, such as an injunction, shall be appropriate.

5.8 Referral will take appropriate steps to protect the interest of Company through collateral agreements with their business associates that are ipso facto, indirect parties to this agreement. It is the understanding of the parties that Referral will take appropriate action to protect the interests of Company so that any of Company's sources of funds will realize the proprietary nature of the business relationship that Company has established with its Funding Sources.

5.9 Referral acknowledges and agrees that any data, leads, prospects in any form, that are provided by Company, are the exclusive right and property of the Company. NO transaction with the leads or data may be offered or sold in any manner, including reselling the leads or data, in any manner, and this sole property of the Company is for the benefit of the Company in its proposed business dealings with Referral. Company has the right to reclaim the leads at any time, and for any reason, and Referral agrees not to contact or solicit business from the lead in any manner except as expressly authorized by Company.

6. Non-Disclosure From Parties

6.1 The Referral acknowledges and agrees not to disclose or otherwise reveal to any third party any information it may receive by any manner from the Company or its affiliates, and this information will all be known as Proprietary Information, confidential, and privileged without the prior written consent of use by Company. Proprietary Information shall mean all confidential, sensitive or proprietary information and trade secrets of Company hereto which is disclosed in whatever form transmitted, whether now existing or hereafter acquired or developed, including, without limitation, programming, advertising and distribution concepts, business plans, working methods, investments, materials, processes, programs, designs, drawings, names and relationships with current or potential vendors, dealers, lenders, funding sources, underwriters, and other third parties, contractual arrangements, profit formulas, experimental investigations, studies, current or potential customer names and requirements, current or potential professional associations or contacts, information provided by any affiliates, officers, directors, shareholders, representatives, agents, successors and assigns of Company or by third parties on a confidential basis and similar other non-public or otherwise confidential, sensitive or proprietary information.

6.2 Proprietary Information shall not include any information disclosed by a party that (a) is already known to the receiving party at the time of its disclosure, provided that such information is not known by the receiving party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing party or another party or (b) is or becomes publicly known without breach of any obligation of confidentiality of the receiving party or any third party.

6.3 Referral's Proprietary Information shall not include any information disclosed by a party that (a) is already known to the receiving party at the time of its disclosure, provided that such information is not known by the receiving party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing party or another party or (b) is or becomes publicly known without breach of any obligation of confidentiality of the receiving party or any third party.

6.4 All Proprietary Information, including leads and data, disclosed under this Agreement in tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) shall be and remain the property of Company. Upon the termination of this agreement, or upon request of Company if sooner, all such Proprietary Information shall be returned to Company promptly or shall be destroyed by Referral who shall provide evidence satisfactory to Company of the destruction of such material and shall not thereafter be retained in any form by the Referral.

6.5 Notwithstanding the foregoing, in the event that a Referral becomes legally compelled to disclose Proprietary Information to the extent practicable under the circumstances, provide Company with a minimum 15 day prior written notice thereof so that Company may seek a protective order or other appropriate remedy. In any such event, the Referral will disclose only such information as is legally required and will exercise reasonable efforts to obtain proprietary treatment for any Proprietary Information being disclosed. This Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements; (b) may not be amended or in any manner modified except in writing signed by the parties; (c) shall be binding upon the parties hereto and their respective employees, agents, successors and permitted assigns; and (d) shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its choice of law provisions.

7. **Indemnification.** Referral agrees to indemnify, defend and hold Company its affiliates, officers, directors, shareholders, representatives, agents, independent contractors, successors and assigns harmless from and against any and all losses, liabilities, claims, or damages and expenses, including reasonable fees and expenses of counsel, to which Referral or its affiliates, officers, directors, shareholders, representatives, agents, independent contractors successors and/or assigns become subject in connection with or arising from the negligence or willful misconduct by a Referral.

8. **Governing Law and Jurisdiction and Binding Arbitration.** This Agreement shall be governed by the laws of the State of New Jersey. Any dispute, action or claim under this Agreement shall be resolved under the rules of binding arbitration. Parties agree to waive any rights they may have for a jury trial or any litigation in exchange for this Agreement.

9. **Cost and Attorneys Fees.** In the event of a dispute under this Agreement, the prevailing Party shall be entitled to collect all legal and third party costs it incurs in enforcing this Agreement, including reasonable attorney's fees, from the other Party.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, the originals (or facsimile and digital transmissions of such originals) of which, taken together, shall constitute one instrument.

11. **Notices.** All notices will be deemed effective as of when sent by US mail, courier, electronic email, to the addresses listed below in this Agreement. Parties agree to keep the addresses updated and inform the other Party of any change.

IN WITNESS WHEREOF, the within Agreement has been executed by a duly authorized officer and representative of each party who has signed it after all due corporate authority had been granted to each signatory on the date indicated below and shall be binding upon and inure to the benefit of each party's respective successor and assign.

LNS Group LLC,

(_____) ("Referral")

By: _____

By: _____

Printed Name: Samuel Perez

Printed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Email: deals@lmsgroupllc.com

Email: _____

Address of record:

Address of record:

11 South Main St., Ste. #2
Marlboro, NJ 07746-1537

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