



This Sales and Marketing Agreement ("Agreement") is made this day of _____ (the "Effective Date") by and between FRESH START CAPITAL, INC. (referred to in the alternative as "FSC"), a business corporation organized under the laws of the State of NEW YORK, located at 40 WALL ST FL-23 Suite 2304 NEW YORK, NY 10005, and _____ an _____ [business form], organized under the laws of the State of _____, with its primary business address being _____ (referred to in the alternative as "Representative"). Representative and FSC are each referred to herein as a "Party" and, collectively, as the "Parties." This Agreement sets forth the terms and conditions for Representative to market FSC's future receivables purchase service (the "Receivable Purchase Product") to potential commercial business customers that may be interested in utilizing those services, and or the Merchant Cash Advance Product ("Merchant Cash Advance Product") and together with the Receivables Purchase Product, the "Products") offered by FSC. Such potential customers are referred to herein as "Potential Customers" or "Merchants." Under the Receivable Purchase Product, FSC seeks to enter into an agreement (the "Factoring Agreement", "Merchant Cash Advance", or "Financing Program") with a merchant to purchase a specified amount (the "Amount Sold") of the merchant's future receivables (the "Future Receivables") for a fixed price ("Purchase Price"). Pursuant to the Financing Program, FSC is entitled to funds from the settlement of the Amount Sold of such merchant's Future Receivables. Under the Merchant Cash Advance Product, FSC seeks to enter into a Merchant Cash Advance agreement (the "Financing Program") with a Merchant. A potential customer that has executed a Financing Program that has been accepted and funded by FSC is referred to herein as an "Enrolled Merchant." A potential customer that has executed a Factoring Agreement that has been accepted and funded by FSC and/or its sources is referred to herein as an "Enrolled Merchant Cash Advance Merchant."

The Parties agree as follows:

1. Representative's Duty to Identify Merchants and Collect Documentation. Representative shall identify prospective commercial entities that have potential need for credit ("Merchants") that Representative believes will meet the Financing Program Standards. Representative shall obtain and provide FSC with all information and documentation required by the Financing Program Standards and any other information that FSC or its third-party funding sources may reasonably require. Representative acknowledges and agrees that the complete collection of all such information reasonably requested is a critical element of Representative's performance of this Agreement, and that any failure to collect all such information or any partial performance of the collection of such information shall not justify, or qualify the Representative for, the payment of the Financing Referral Fee set forth in Schedule A. Representative shall apply the Financing Program Standards to all prospective Merchants and Financing Agreements, and acknowledges that FSC may, at any time, amend the Financing Program Standards to ensure the financial safety and soundness of the Financing Program, as determined in FSC's sole discretion. Representative agrees to abide by all such amendments.
2. Marketing Obligations. Representative shall market and promote the Receivable Purchase Product and Merchant Cash Advance Product to Potential Customers. Representative shall accurately and completely describe the Receivable Purchase Product and Merchant Cash Advance Product and

the role of FSC to each Potential Customer. Representative shall not represent to a Potential Customer, either orally or in writing that Representative has the authority to accept or agree to a Financing Program, or to commit FSC to accept or agree to a Financing Program or Note or to providing the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer. Representative acknowledges and agrees that Representative has no authority to bind or commit FSC to provide funding to any Potential Customer. Only FSC shall be authorized to accept and/or execute a FINANCING PROGRAM or Note and offer the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer.

3 Representative Responsibility for Agents. Representative agrees that employees, agents or independent contractors of Representative will be properly trained and monitored with respect to all their activities to promote the Products. Representative is responsible for any actions taken by Representative's employees, agents or independent contractors, and such actions will be construed as an action taken by Representative and will be subject to the terms and conditions outlined within this Agreement. Representative specifically acknowledges that FSC shall not be liable in any manner for any payments due from Representative to any employees, agents, or independent contractors of Representative for any reason, including commissions paid to such persons.

4 FSC's Control Over Financing Program. Approvals and Financing Agreement. Representative acknowledges and agrees that FSC has sole and exclusive control over all aspects of the Financing Program. FSC may, at its sole discretion, approve or deny a prospective Merchant for a financing product or service. Representative shall not advise a prospective Merchant that the prospective Merchant has been approved for a financing product or service prior to FSC's review and approval. Representative acknowledges that all aspects of the Financing Program are subject to the management and approval of FSC and Representative shall make no representations to the contrary. For every prospective Merchant, Representative shall use the form of Financing Agreement that has been approved in writing by FSC for Representative's use with the Financing Program. Representative shall not change or modify any Financing Agreement without the prior written consent of FSC. FSC reserves the right, at any time and in its sole discretion, to amend the Financing Agreement to be used by Representative.

5 FSC's Control Over Marketing Material and Activities. Representative shall use only those marketing and promotional materials that have received FSC's prior written approval. Representative shall not misrepresent or mischaracterize the Financing Program or its availability in any written or oral communications, nor shall Representative alter or in any way modify any marketing materials provided by FSC without FSC's prior written approval. Representative hereby grants to FSC a limited non-exclusive license to use the Representative's name, logo and other intellectual property used in any disclosures made in connection with the Financing Program. The logo, trademarks and other intellectual property of FSC and of any of FSC's third party relationships are copyrighted materials and shall not be used except as authorized in writing by the appropriate copyright holder. Representative shall not represent to any Merchant that Representative has authority to negotiate financing terms.

6 Representative Identification. In the course of carrying out its obligations hereunder, Representative shall clearly identify itself with its own corporate name, and disclose to all third parties that it is a Representative of FSC for the promotion of the Programs. Representative 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 "Representative Parties") shall be governed, controlled and directed by, and shall be in full compliance with, the terms of this Agreement. Representative acknowledges and agrees that FSC and the FSC Entities shall not be liable in any manner for any liability of Representative to any third party for any reason. Representative shall be responsible to ensure that all Representative Parties are adequately trained to perform hereunder and conform to all of the provisions hereof.

7. Expenses. Representative shall be wholly responsible for any and all expenses incurred by Representative in performance of the marketing and sales services contemplated under this Agreement. FSC shall have no responsibility for the payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Representative hereunder. If, notwithstanding the provisions of this paragraph, any such taxes (or payments ever are assessed against FSC, Representative shall reimburse FSC promptly for all sums paid by FSC, including any interest or penalties).

8 Commissions/Representative Remuneration. FSC agrees to pay Representative in accordance with the terms outlined in the attached Schedule A (Commission Schedule) or Schedule B (Buy Rate Schedule) which is incorporated, herein, for each Potential Customer referred by Representative to FSC: (a) which has executed a FINANCING PROGRAM acceptable to FSC and is not in material uncured default of the Financing Program, and (b) for which FSC agrees to enter into a transaction and such transaction is funded.

9 Prohibition on Additional Merchant Fees. Other than as explicitly set forth herein, neither Representative nor any of its Agents/Employees shall collect any compensation of any kind, in fees or otherwise, directly from any prospective Merchant or approved Merchant for assisting the prospective Merchant or approved Merchant in obtaining a financing from FSC (it being understood that this shall not include fees for services that are entirely distinct and unrelated in any way to the marketing of or the application for any FSC financing product). Representative agrees that its sole compensation for providing services to Merchants arising out of or relating to this Agreement or the Financing Program shall consist only of the Commissions as outlined in Schedule A attached herewith. Representative acknowledges that all funds to be paid to or by Merchants in connection with the Financing Program shall be under the sole control of FSC. If any such funds are sent to Representative or any of its Manager Agents, Representative shall be deemed to have received such funds in trust for the benefit of FSC and shall immediately remit such funds to FSC. Representative warrants that it shall not, and it shall cause its Manager Agents not to, charge any fees or require any payments from Merchants except as otherwise explicitly set forth herein.

10 Representative's Duties to Keep FSC Informed. Information on Receivables Purchase Product Merchants. Representative shall communicate to FSC any legal financial, or business change in any Potential Customer which Representative has knowledge or awareness. Once a Potential Customer has executed a merchant processing agreement, the Representative shall not cause or influence the Potential Customer to switch the Potential Customer's credit card processing to a bank or processing network which has no contractual processing affiliation with FSC and/or its sources or otherwise adversely affect in any way a Potential Customer's credit card processing or FSC and/or its sources receipt of the purchased Future Receivables.

11 Merchant Documentation. If FSC provides any written marketing materials to Representative for use in promoting the Receivable Purchase Product or Merchant Cash Advance Product, Representative shall only use these marketing materials and shall not use any other marketing materials unless approved by FSC.

12 Term. The initial term of this Agreement (the "Initial Term") will commence upon the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue for a period of one (1) year thereafter. This Agreement, unless otherwise terminated in accordance with this Agreement, shall thereafter be renewed for successive (1) year terms (each a "Renewal Term"), unless a Party provides a written notice to the other Party of termination at least ninety (90) days before the termination of the Initial Term or Renewal Term, as applicable. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

13 Termination. This Agreement may be terminated immediately by FSC or Representative for any reason, with or without cause. If FSC terminates this Agreement for written cause or Representative terminates this Agreement for any reason, FSC shall have no obligation to pay any commissions or residuals to Representative after the date of termination and Representative agrees to forfeit any all rights it may have to any such commissions or residuals. Upon any termination of this Agreement by Representative, Representative shall not be paid commissions for Enrolled Merchants or Enrolled Merchant Cash Advance Merchants that were funded by FSC prior to the termination date that have not yet been paid. The following Sections of this Agreement shall survive termination of the Agreement: Sections 14, 19, 20, 21, 25 and 30.

14 Non-Solicitation Provisions. Representative agrees that during the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement, that Representative shall not directly, or via others acting on behalf of Representative, solicit any Enrolled Merchant or Enrolled Merchant Cash Advance Merchant for any product, service and/or Product that competes directly with the Receivables Purchase Product or Merchant Cash Advance Product offered by FSC. FSC agrees to not solicit any Potential Customer referred by Representative which does not become an Enrolled Merchant or Enrolled Merchant Cash Advance Merchant within five (5) days of initial referral or Financing Program to renew within five (5) days of paying the previous account in full. In addition, to any other rights and remedies that may be available to Representative or FSC, due to the materiality of this provision, the Parties hereby agree that the aggrieved Party shall be entitled to pursue equitable and injunctive relief in connection with any breach of this provision.

15 Compliance with Laws. In connection with the exercise of its respective rights and obligations under this Agreement, each Party will comply, at its own expense, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction and the rules of the card associations (Visa U.S.A., Inc. and MasterCard International, Inc.) wherever applicable.

16 Limitation on Commissions/Remuneration. Representative acknowledges and agrees that Representative has no rights to any fees or profits earned by FSC with respect to providing the Receivable Purchase Product or Merchant Cash Advance Product to a Potential Customer that was referred by Representative other than that set forth in the Commission Schedule (Schedule A) or the Buy Rate Schedule (Schedule B). Representative acknowledges and agrees that Representative shall be entitled to no compensation for any service provided to a Potential Customer by FSC that results from the sales or marketing efforts of FSC or any of their other agents (other than Representative)

17 Merchant Fees. Representative agrees that it will not charge Enrolled Merchants or Enrolled Merchant Cash Advance Merchants any fees for the services Representative performs in connection with this Agreement. A violation of this paragraph is a for cause breach of the terms of this Agreement.

18 Representations and Warranties.

(a) Each Party represents and warrants to the other Parties that: (i) it has full power and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; (iii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; (iv) the Party and its employees, officers and other agents and independent contractors shall at all times comply with applicable state and federal law and card association rules when performing its duties and obligations under this Agreement; (v) for a period of the Term and for two (2) years thereafter, a Party shall not act in such a way to embarrass, devalue, disparage, injure or harm the other Parties or the services offered by the other Parties; and (vi) the entering into or performing under this Agreement does not, and will not, cause the Party to breach any agreement with another entity.

(b) FSC represents and warrants to Representative that (i) for each Enrolled Merchant or Enrolled Merchant Cash Advance Merchant it will obtain an executed Future Receivables Sale Agreement or Note, and (ii) the Products offered by FSC and comply with all applicable laws and regulations.

(c) Representative represents and warrants to FSC that Representative has all necessary licenses under federal, state or local law required to refer Potential Customers to FSC for financing.

19. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO PARTY MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY INFORMATION, CONTENT OR OTHER MATERIALS PROVIDED OR MADE AVILABLE BY IT HEREUNDER AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANT TES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PUPRPOSE.

20 Indemnification. Representative shall indemnify and hold harmless FSC and its directors, investors, officers, employees, agents, its attorneys and affiliates 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 Representative of any of its duties, obligations, representations or warranties under this Agreement,

(ii) the negligence of Representative, pursuant to this Agreement, including but not limited to Representative's misrepresentation of the Receivable Purchase Product or Merchant Cash Advance Product.

21 **Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN FOR AMOUNTS PAYABLE FOR THIRD PARTY CLAIMS ARISING UNDER SECTION 16 (INDEMNIFICATION), NO PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTIES UNDER ANY SECTION OF this AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

22 **Notices.** Any notices required by or to be sent hereunder shall be addressed to the address of the Party set forth on the signature page, and shall be delivered via hand delivery, via certified United States mail (postage prepaid and return receipt requested), electronic communications or via regular commercial overnight delivery service.

23 **Provision of Product to Merchants.** Nothing in this Agreement shall obligate FSC to continue to provide the Receivable Purchase Product or Merchant Cash Advance Product to any or all Potential Customers. FSC may in its sole discretion change or revise the Receivable Purchase Product or Merchant Cash Advance Product offered at any time and/or revise the marketing and commission rates for Potential Customers that have not executed an FINANCING PROGRAM or Note. If FSC makes a significant change to the Commission Schedule, FSC must notify Representative in writing or via email within thirty (30) days of said change.

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

25 **Confidential Information.** In performing their respective obligations pursuant to this Agreement, each Party shall have access to and receive disclosure of certain information, in written or other tangible form, relating to the other Party's services, operations or procedures which is confidential, proprietary or not generally available to the public including, without limitation, marketing materials, Future Receivables Sale Agreements, Notes, marketing plans, business plans for current and proposed services, business data, projections, prices, costs, customer lists, vendor lists, banking and processing relationships and a variety of other information and materials that each Party considers confidential or proprietary (hereinafter referred to as "Confidential Information"), which are confidential proprietary trade secrets of each Party or its affiliate or subsidiary. Each Party obtaining Confidential Information of any other Party shall: (i) protect and preserve the confidential and proprietary nature of all Confidential Information in its possession; (ii) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party or affiliate or subsidiary, except as expressly provided in this Agreement, or as otherwise required by law or in judicial or administrative proceedings; (iii) not use the Confidential Information, except as expressly provided in this Agreement; (iv) not make any records or copies of the Confidential Information, except as required by this Agreement; and, (v) return all Confidential Information and any copies thereof (in whatever form) in its possession immediately upon request, or upon termination of this Agreement. Notwithstanding the foregoing, the restrictions set forth in this Section will not apply to any information which: (i) was or becomes generally available to the public, other than through unauthorized disclosure by a Party; (ii) was or becomes available to a Party on a non-confidential basis from a source other than the other Party; or (iii) was within a Party's possession prior to being furnished to such Party by or on behalf of the other Party, provided that the source of such information was not bound by a confidentiality agreement in respect thereof or is not labeled to indicate that it is confidential. In addition, a Party may disclose the other's Confidential Information if the person or entity seeking such information or records serves the disclosing Party with a proper subpoena or court order or is otherwise authorized by law to make such a request; provided that, prior to such disclosure, the disclosing Party will use its best efforts to notify the other Party of such disclosure and will limit the disclosure to the specific Confidential Information called for by the request, subpoena or court order.

Except as expressly provided in this Agreement; (iv) not make any records or copies of the Confidential Information, except as required by this Agreement; and, (v) return all Confidential Information and any copies thereof (in whatever form) in its possession immediately upon request, or upon termination of this Agreement. Notwithstanding the foregoing, the restrictions set forth in this Section will not apply to any information which: (i) was or becomes generally available to the public, other than through unauthorized disclosure by a Party; (ii) was or becomes available to a Party on a non-confidential basis from a source other than the other Party; or (iii) was within a Party's possession prior to being furnished to such Party by or on behalf of the other Party, provided that the source of such information was not bound by a confidentiality agreement in respect thereof or is not labeled to indicate that it is confidential. In addition, a Party may disclose the other's Confidential Information if the person or entity seeking such information or records serves the disclosing Party with a proper subpoena or court order or is otherwise authorized by law to make such a request; provided that, prior to such disclosure, the disclosing Party will use its best efforts to notify the other Party of such disclosure and will limit the disclosure to the specific Confidential Information called for by the request, subpoena or court order. Notwithstanding the foregoing, each Party acknowledges and agrees that the restrictions contained in this section shall not apply to any disclosures of such Confidential Information by a Party in connection with, or as may be required relating to: (i) in the case of Representative, the provision by Representative of card processing services to merchants, or otherwise in connection with Representative's performance of its obligations hereunder; (ii) in the case of FSC, the provision by FSC of the Products, or otherwise in connection with FSC's performance of its obligations hereunder; (iii) such disclosure as may be required by applicable law or regulation or card association regulations; (iv) such disclosure as is contained in or required to prepare any financial statements (including the notes thereto); (v) appropriate or necessary disclosure to banking authorities or regulators; or (vi) disclosures to card processors in connection with the Receivable Purchase Product. In addition, to any other rights and remedies that may be available to FSC, due to the materiality of this provision, the Parties hereby agree that FSC shall be entitled to pursue equitable and injunctive relief in connection with any breach of this provision.

26. **Publicity.** A Party will not issue any publicity or general marketing communications concerning this relationship without the prior written consent of the other Party.

27. **Amendment.** No other amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the other Party.

28. **Severability. Headings.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in anyway. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

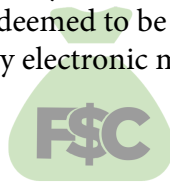
29. **Waiver.** The failure of either Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by any Party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

30 Governing Law/Venue. 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. Further the Supreme Court and the Civil Court of New York, New York County or the U.S. District Court, Southern District of New York shall retain exclusive jurisdiction over disputes between the parties of this Agreement related to the subject matter contained within this Agreement. 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.

31 Entire Agreement. This Agreement constitutes the entire understanding between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions, whether oral or written, of the Parties or their affiliates, and there are no warranties, representations and/or agreements among the Parties in conjunction with the subject matter hereof except as set forth in this Agreement. To the extent that any prior independent contractor or marketing agreement exist between the Parties or their affiliates, this Agreement and its terms hereby retroactively replace all prior agreements between the Parties, with the exception that commission and residual rates set forth in Schedule A (Commission Schedule) attached hereto will only apply prospectively to Potential Customer referrals by Representative.

32 **Assignment. Representative may assign this Agreement or its interest in this Agreement without the prior written consent of FSC.**

33 Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Signatures including Digital Signatures to this Agreement may be transmitted by electronic means (Facsimile, email or otherwise) and such transmission shall be deemed an original.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

FRESH START CAPITAL, INC.

Subject to the terms and conditions of this Agreement, if FSC and/or its sources execute a FINANCING PROGRAM or executes a Note for a merchant referred by Representative, provide funds to the merchant, FSC, as applicable, shall pay to the Representative commissions as follows; provided; however that FSC and Representative may amend the following on a per transaction basis if such amendment is in writing signed by each party:

- a.** "Full Commission Rate" -FSC's "Full Commission Rate:" shall be defined as being negotiated commission for the specific deal Representative refers to FSC
- b.** For New Enrolled Merchants referred to FSC by Representative, Full Commission Rate of the Amount Referred/Sold for our Merchant Cash Advance Program will be paid only after Merchant successfully completes 21 on time payments to FSC. First "New Enrolled Merchant" means an Enrolled Merchant referred to FSC by Representative that has not previously been referred to FSC by Representative. In the event Merchant is referred by another Representative or Representatives then the first Representative to submit all requested documents plus get the Merchant on the Funding call with FSC will be solely entitled to that Commission.
- c.** For New Enrolled Merchants referred to FSC by Representative, Partial Commission Rate of the Amount Referred/Sold for our Merchant Cash Advance "Tranche Funding" Program will be divided equally and paid in weekly increments beginning only after five (5) business days for each Funding Tranche Merchant receives while Merchant remains enrolled in the "Tranche Funding" Program. There will not be any upfront commission paid to Representative for Tranche Funding Programs until the Merchant successfully clears payments for the first five (5) business days of FSC's daily debits. First "New Enrolled Merchant" means an Enrolled Merchant referred to FSC by Representative that has not previously been referred to FSC by Representative. In the event Merchant is referred by another Representative or Representatives then the first Representative to submit all requested documents plus get the Merchant on the Funding call with FSC will be solely entitled to that Commission.
- d.** For Renewal Enrolled Merchants, Full Commission Rate of the Renewal Amount will be paid as an upfront" commission to Representative. "Renewal Enrolled Merchant" means any Enrolled Merchant that either has a current outstanding balance with FSC or previously sold its Future Receivables to FSC and enters into a renewal FINANCING PROGRAM with FSC and/or its sources. "Renewal Amount" is the Amount Sold minus the remaining amount outstanding from the previous Financing Program that is included in the renewal Financing Program.
- e.** For New Enrolled Merchant Cash Advance Merchants referred to FSC by Representative, Full Commission Rate of the amount of the Referred/Merchant Cash Advance (as stated in the documents signed by the merchant with FSC) will be paid as an "upfront" commission to Representative. "New Enrolled Merchant Cash Advance Merchant" means a merchant referred to FSC by Representative that has not previously been referred to CBSG by Representative for any product.
- f.** For Renewal Enrolled Merchant Cash Advance Merchants referred to FSC by Representative, Full Commission Rate of the amount of the Referred/Merchant Cash Advance (as stated in the documents signed by the merchant with FSC) minus the remaining amount outstanding from the previous Merchant Cash Advance that is included in the renewal Merchant Cash Advance will be paid as an "upfront" commission to Representative. "Renewal Enrolled Merchant Cash Advance Merchant" means any merchant that either has a current outstanding balance with FSC or previously entered into a transaction with FSC.
- g.** For New Enrolled Merchant Cash Advance Merchants referred to FSC by Representative, Full Commission Rate of the amount of the New Merchant Cash Advance (as stated in the documents signed by the merchant with FSC) minus the amount that FSC paid to the other lenders (prior lenders) that is included in the renewal Merchant Cash Advance will be paid as an "upfront" commission to Representative.
- h.** Upfront commissions will be paid to Representative on a weekly basis, paid Friday for referred merchants funded between Friday of the previous week and Thursday (the day before payment).
- i.** If a merchant materially defaults during the sixty (60) days after FSC purchases the Amount Sold or Merchant Cash Advances the funds and Financing Program to cure the defaults with five (5) days of receiving notice of the defaults, Representative can receive a charge back on paid upfront commission for the transaction. If the commission has already been forwarded to Representative, FSC if applicable, shall deduct the upfront commission paid to Representative on future transactions from commission payments to be forwarded to Representative. If a merchant stops processing with FSC and/or its sources designated credit card processor, splits the processing with a non-FSC and/or its sources approved credit card processor, or otherwise becomes delinquent or in defaults, any further commissions to Representative on that merchant will cease.
- j.** FSC may amend this Schedule A at any time by giving Representative ten (10) business days' prior notice (the "Notice Period") by e-mail, fax or first-class mail (any such notice a "Notice of Revised Terms"). A Notice of Revised Terms shall be deemed given on the date FSC sends the notice. Any revised terms will apply only to a merchant that Representative refers to FSC after the Notice Period. Agent's submission of a Merchant Application to FSC after the Notice Period will constitute acceptance of the revised terms.

ISO (#1) By: _____
(Signature)

By: _____ - OWNER
(Print Name and Title)

ISO (#2) By: _____
(Signature)

By: _____ - OWNER
(Print Name and Title)

FRESH START CAPITAL, INC

By: _____
(Signature)



FRESH START CAPITAL

By: _____
(Corporate Officer)