



ISO MARKETING AGREEMENT

This ISO Marketing Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between ACA Funding Group LLC, a New York limited liability company ("ACA"), whose address is 40 Wall Street, New York, NY 10005, contact email subs@acafundinggroup.com, and _____ ("ISO"), whose address is _____, and is made with reference to the following recitals:

RECITALS

- A. ACA helps businesses throughout the United States ("Merchants") acquire working capital by assisting them in securing funding from ACA or through commercial funding companies who purchase a portion of Merchants' future receivables (the "Programs").
- B. ISO wishes to refer Merchants to ACA who ISO has identified as desiring or requiring working capital.

For good and valuable consideration hereby received, the parties agree as follows:

1. ACA will review Applications submitted from Merchants. An "Application" is a lead for a Merchant that desires funding under a Program which is provided by an authorized representative of ISO utilizing documentation properly and completely filled out.
2. Any transaction between ACA and the Merchant which is the subject of an Application will be accepted or denied strictly at the discretion of ACA and subject to ACA's then current business policies and practices.
3. If an executed Purchase of Receivables ("POR") contract is received by ACA from an Application ("Lead") and that receivables purchase is completed during a 7-day period starting on the date that the POR contract is received by ACA (the "Protected Period"), then ACA will pay ISO a "Success Fee" of up to 12 points on every funded deal referred by ISO. In addition, ISO will earn 2 additional bonus points on each of its funded deals in any calendar month in which deals referred by ISO total \$250,000 or more in funded advance amount. These points are calculated on the funded advance amount. The exclusions in Section 6 apply to all deals, including deals that qualify for bonus points. In the event that no transaction is consummated during the Protected Period then no Success Fee will be due to ISO. All fees payable to ISO hereunder will be made by ACA check and ISO will receive a Form 1099 on the total compensation paid. ISO agrees to provide any information requested by ACA to facilitate ACA's provision of the 1099 or any other filings within 10 business days.
4. When ISO provides ACA a completed funding contract from a Merchant as the result of a Lead, ISO must disclose to ACA in writing any and all fees ISO charged or will charge to the Merchant. A failure by ISO to disclose any or all fees to ACA will result in ISO's breach of this Agreement and result in forfeiture of all rights and commissions under this Agreement.
5. If ACA provides ISO with a Lead that results in the ISO funding a Merchant, ISO will pay ACA the commission specified by ACA in the email containing the Lead information. The entire commission will be retained by ACA regardless of whether the funding of the Merchant by ISO is successful. ACA retains the right to any Lead, regardless of whether the Lead is offered to ISO or whether the deal is funded or unfunded. If ACA provides any Lead to ISO, it is at ACA's sole discretion and on a non-exclusive basis.
6. In the event an Application is submitted by ISO or a Lead is received by ACA, and such Application or Lead has been submitted by another party with an executed POR contract within 7 days prior to the date of submission or receipt, or if the lead has been a customer of ACA or its affiliates within the past 180 days, then no fees will be due to ISO on the Application or Lead.
7. ISO will act as a referral source only and will not be an agent, employee or contractor of ACA or its affiliates. ISO will not be a party to, nor will it have rights in any agreements between ACA and a Merchant. Nothing in this Agreement or in its performance will create any partnership, joint venture, principal agent, employer-employee or other

relationship between ACA and ISO or any of their respective affiliates or create a claim to the profits of any party. ISO and ACA are and will remain independent contractors.

8. In all communications by ISO relating to the services of ACA or its affiliates, ISO will use only materials provided by or approved in writing by ACA. ISO will not make any representations regarding the services of ACA or its affiliates which are not contained in training or marketing materials provided to ISO by ACA. Upon termination of this Agreement, ISO will immediately cease all communication relating to the services of ACA or its affiliates.
9. ISO is solely responsible for any and all costs or expenses incurred by it, and its employees, or representatives in its performance under this Agreement. ISO specifically agrees to indemnify and hold ACA harmless from all claims and obligations due from ISO to any party or person acting on ISO's behalf including but not limited to claims for any portion of the compensation to be paid hereunder.
10. ACA will have sole authority and discretion to change the compensation, Programs, and any product offered at any time by it or its affiliates, and upon notice to ISO, such changes will be effective for any future (not existing) referred ISO Merchants. ISO's sole right and remedy for ACA's election to modify such compensation, Programs, or product will be to terminate this Agreement as provided herein.
11. ISO will perform its duties under this Agreement in a professional, business-like manner and will not take any action that could have the effect of embarrassing, disparaging, injuring or otherwise harming ACA or its affiliates, the Programs, products or services. ISO will not, and will not cause any person or entity to misrepresent ACA by providing any false or misleading information about the Programs, the products or any agreements between the Merchants and ACA in any form of communication or media, including marketing, promotion or advertising materials. ISO will accurately describe the Programs in accordance with the terms of this Agreement. ISO will promptly inform ACA of any material legal, financial, business, or any credit card processor change in a referred Merchant of which ISO becomes aware.
12. This Agreement will have a term of 1 year from the date of execution, and will thereafter renew automatically for successive 1 year periods until either party gives notice to the other of its intent to terminate. This notice must be received by the other party at least 30 days in advance of the expiration of the then current term. In addition, ISO may terminate this Agreement at any time with or without cause upon 60 days written notice to ACA but this notice may not be given prior to the first anniversary of the Effective Date. ACA may terminate this Agreement immediately upon breach of any obligation, covenant, representation or warranty set forth in this Agreement by ISO, or if determined by ACA, in its sole discretion that ISO is causing a negative effect on the Program, ACA or its affiliates.
13. ISO may terminate this Agreement upon 30 days written notice of breach of any material term or provision of this Agreement by ACA, if the term or provision remains uncured after such 30 day notice.
14. In the event that ACA terminates for cause or ISO elects not to automatically renew after expiration of the then current term, ISO will receive no Success Fees or any other compensation on any new or renewal business occurring after the date of termination. As used herein, termination of ISO "for cause" includes, but is not limited to, breach by ISO of any term or provision of this Agreement or any attached schedules, ISO's failure to fulfill its obligations hereunder, or breach by ISO of any confidentiality agreement between the parties.
15. During the term of this Agreement, ACA will have the first option to provide the Programs to any Merchant which ISO identifies as desiring or requiring working capital. ISO will submit a completed Application for such Merchant to ACA at least 15 days prior to submitting such Merchant's identity, name or application to any other investing, advance, or credit card or cash receivables purchasing company, including ISO.
16. During the term of this Agreement and for a period of 12 months thereafter, (i) ISO may not directly or indirectly solicit or induce any customer, Merchant, employee, independent contractor, or other independent sales organization to terminate their relationship with ACA or its affiliates, (ii) directly or indirectly cause or assist any Merchant to breach any term or condition of their agreements with ACA or its affiliates including changing or using other than the designated credit card processor ("split processing"), or (iii) directly or indirectly engage in the cash advance or merchant finance business or any similar business that is competitive with the business of ACA or its Programs.



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17. The parties agree that any breach by ISO of certain provisions of this Agreement would subject ACA to irreparable harm for which money damages would be an inadequate remedy. ISO agrees that in addition to any other remedies available at law or in equity, ACA will be entitled to seek injunctive relief for any breach by ISO of the terms of this Agreement, including without limitation, a breach of Section 16 and the confidentiality provisions of this Agreement. Furthermore, the parties agree that it is impossible to ascertain the exact amount of damage which ACA may sustain for any breach by ISO of Section 16 that results in the loss of any ACA revenue associated with a Merchant and the sum specified herein below is agreed on as liquidated damages for the injury suffered by ACA and not as a penalty and not in lieu of any other remedies available in law or in equity. In the event of a breach of Section 16 resulting in lost revenue from a Merchant, ISO must pay to ACA within 30 days for each Merchant from which revenue has been lost either (i) the amount of \$1,000 plus any outstanding receivables purchased by ACA from each Merchant unless the breach results in a Merchant entering into a new agreement with someone other than ACA to provide the same or similar services in which case then (ii) the liquidated damages will be the greater of (1) 14 times the latest monthly revenue to ACA from each Merchant, or (2) \$1,000. Nothing in this provision will prevent ACA from obtaining equitable relief, including an injunction.
 18. ISO represents and warrants that its execution of this Agreement and performance of its obligations hereunder will not violate any other agreement or document by which it is bound or violate any state or federal law or regulation and it must comply at all times with all applicable laws in performance of this Agreement. ISO is properly licensed and qualified to transact business in all jurisdictions where it conducts activities contemplated by this Agreement and ISO conducts its activities in compliance with all state and federal credit laws including the Fair Credit Reporting Act and regulations issued thereunder.
 19. ISO agrees to maintain the confidentiality of proprietary, trade secret, or personal data. Such data and information are provided solely for the purpose of contributing to ISO's work under this Agreement. ISO will keep confidential all such information during and after the period covered by this Agreement. ISO will keep and maintain the confidentiality of any confidential information provided to them by third parties and must maintain and abide by any confidentiality agreements it has with such third parties.
 20. As used herein, the term "confidential information and materials" refers to all information used by, or in the possession of either party relating to (by way of example, but without limitation) products, processes, data, pricing information, customer lists, know-how, calculations, memoranda, notes, business information, commission plans and structures, or sales techniques.
 21. ISO hereby acknowledges that all of the confidential information and materials to which it will have access are and will continue to be the exclusive property of ACA, whether or not prepared in whole or in part by ACA and whether or not disclosed to or entrusted to the custody of ISO. ISO hereby acknowledges that any and all confidential information and materials to which it will have access will be disclosed to it solely for purposes of assisting it in its performance under this Agreement and for no other purpose.
 22. ISO agrees that it will not at any time during or after the termination of this Agreement disclose any confidential information or materials of ACA, in whole or in part, to any person or entity for any reason or purpose whatsoever, unless ACA gives its consent, in writing, to such disclosure, except as required by law.
 23. The agreement to maintain the confidentiality of this information extends to any employees, agents and independent contractors present or future, involved in the performance of ISO's obligations hereunder and who will have access to the information. These employees, agents and independent contractors will hold the information in confidence in accordance with this Agreement and use the information only in the performance of their employment, agency or contract with ISO.
 24. Obligations regarding confidentiality and use of the information will not apply to the following: (1) information that was in ISO's possession prior to the date of this Agreement and which was not received from ACA; (2) information that is independently developed by ISO without access to or benefit of information disclosed by ACA; (3) information that is or becomes known publicly through no fault of ISO.



25. The confidentiality provisions herein as well as the provisions of paragraph 9, 11, 16, 17, 18, 19, 21, 22, and 23 will survive the termination of this Agreement.
26. This Agreement, including Schedule A, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, or any waiver of any rights hereunder, will be effective unless assented to in writing by both parties.
27. If any term or provision of this Agreement will be declared invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.
28. ISO will not assign this Agreement or any payments due hereunder without the express written consent of ACA, which consent will not be unreasonably withheld, except to a wholly owned subsidiary of ISO.
29. During the term of this Agreement, ACA will not contract directly with any person or entity within ISO's sales network if such person or entity has signed an ISO Group Member Agreement, attached hereto as Schedule A, identifying such person or entity as a member of ISO's sales network and agreeing to be bound by the terms of this Agreement.
30. The persons signing this Agreement on behalf of a party hereto expressly represent and warrant that he/she is authorized by such party to bind it to the terms and conditions hereof.
31. This Agreement will be construed in accordance with the laws of the State of New York. All claims shall be brought in either the state or federal court located in New York County, New York, with appropriate jurisdiction of such claim.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

Independent Sales Organization ("ISO")

Legal entity name, as registered

Legal entity name: _____

By / Signature: _____

Signer's name (printed): _____

Title: _____

Date: _____

ACA Funding Group LLC

New York limited liability company

Legal entity name: **ACA Funding Group LLC**

By / Signature: _____

Signer's name (printed): _____

Title: **Managing Member**

Date: _____



ISO information

To be completed by the ISO.

Broker legal name

Company / trading name

Entity type

Business address

EIN / SSN (for Form 1099)

Signer

Title

Email

Phone



SCHEDULE A

ISO Group Member Agreement

- A. ISO is a party to the ISO Marketing Agreement, dated _____ ("ISO Marketing Agreement") between ISO and ACA Funding Group LLC ("ACA").
- B. Group Member is part of ISO's sales network that assists ISO in procuring leads for ACA's Programs under the terms of the ISO Marketing Agreement.

Group Member agrees to the following:

1. In acting as part of ISO's sales network under the terms of the ISO Marketing Agreement, Group Member is bound by all obligations of ISO under the ISO Marketing Agreement, including without limitation, the provisions of confidentiality, and ACA may enforce those obligations directly against Group Member.
2. ACA will pay any compensation due under the ISO Marketing Agreement to ISO and will not make any payments to Group Member. ACA will not be responsible to Group Member for any compensation or other obligations of ACA under the ISO Marketing Agreement or for any obligations between ISO and Group Member and Group Member will look exclusively to ISO for compensation or other performances due Group Member.

Group Member

"Group Member" (printed legal name): _____

By / Signature: _____

Signer's name (printed): _____

Title: _____

Date: _____