

REFERRAL PARTNER AGREEMENT

THIS REFERRAL PARTNER AGREEMENT (this “Agreement”) is made effective as of _____, __, 20__ (the “Effective Date”) by and between **Jersey Shore Business Solutions, LLC**, a New Jersey limited liability company with offices located at Somers Point, New Jersey, 08244 (“Jersey Shore”) and _____ a _____ with its principal offices located at ^{1 2 3} _____ (“[Referral Partner]”). White ^{4 5} Horse and [Referral Partner] are individually referred to herein as a “Party” and collectively as the “Parties.” All terms not defined herein shall have the meanings ascribed to them in the Uniform Commercial Code of the State of New York (the “UCC”).

RECITALS

:

WHEREAS, Jersey Shore is an independent sales organization in the business of selling and marketing the program of certain cash advance companies (“CA Companies” or “CA Company”) which provide liquidity to merchants or others (“Merchants”) against the future receivables of the Merchant or others pursuant to a merchant cash advance agreement or purchase and sale of future receivables agreement (“CA Agreement”) (such program is collectively referred to as a “CA Program”);

WHEREAS, [Referral Partner] solicits qualifying Merchants or others to enter into agreements with CA Companies;

WHEREAS, under the terms of this Agreement, Jersey Shore wishes to retain the services of [Referral Partner], as an independent contractor, to assist in obtaining and referring qualifying Merchants or others to Jersey Shore, all subject to the terms hereof;

NOW, THEREFORE, in consideration of the mutual promises herein made, and in

consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

¹ Insert name of the other party ² Insert jurisdiction/state of formation ³ Insert type of entity (Limited Liability Company, Corporation, etc.) ⁴ Insert office address of the other party ⁵ Create a name for the other party –

WHEREVER “[]” APPEARS IN THE DOCUMENT, PUT IN THE CHOSEN NAME OF THE PARTY CONSISTENTLY THROUGHOUT.

1

213044v2-7/24/1

8

1. [Referral Partner] Obligations.

(a) *Generally.* [Referral Partner] will solicit and refer qualifying Merchants to Jersey Shore in accordance with the terms and conditions of this Agreement and will assist Merchants in preparing and completing any application which may be required by Jersey Shore or others a CA Company.

(b) *Qualifying Merchants.* [Referral Partner] shall make all reasonable and diligent efforts to solicit and refer to Jersey Shore qualifying Merchants during the Term who are (i) financially solvent, (ii) able to generate sufficient income to meet operating payments and expenses, and (iii) duly authorized to enter into a CA Agreement (“Qualifying Merchants”).

(c) *Referral of Qualifying Merchants to Jersey Shore.* In a form and manner acceptable to Jersey Shore, [Referral Partner] shall promptly submit to Jersey Shore all of the following information, as applicable, of a Qualifying Merchant being referred to Jersey Shore during the Term (“Referred Merchant”) including their (i) legal or business name, address, email, telephone number, and contact information of individual, guarantor and/or authorized officer; (ii) jurisdiction or State of incorporation/organization; (iii) year of incorporation or organization; (iv) guarantor information; (v) Federal ID or social security number; (vi) any investigative or consumer report; and (vii) any other information

determined by [Referral Partner] and Jersey Shore (“Referred Application”).

(d) *Referred Application Submission.* Upon receipt of a Referred Application from [Referral Partner] during the Term, Jersey Shore may, in its sole and exclusive discretion, submit the Referred Application to a CA Company or any other entity as Jersey Shore elects. [Referral Partner] expressly agrees that Jersey Shore’s decision regarding whether to accept, reject, or submit any Referred Application or Referred Merchant is within the sole discretion of Jersey Shore and can be denied for any reason whatsoever. Following receipt of a Referred Application, Jersey Shore may, in its sole discretion, conference and negotiate independently with the Referred Merchant for any reason. [Referral Partner] may not object to any decisions made by Jersey Shore regarding the terms or conditions of a particular relationship entered into after submission of a Referred Application. [Referral Partner] expressly agrees that only Jersey Shore shall be authorized to accept, ratify, and/or finalize any Referred Application for submission to CA Companies. Jersey Shore may, in its sole and absolute discretion, decline to accept any Qualifying Merchant, Referred Merchant, or Referred Application for any reason whatsoever.

(e) *Communication with CA Company.* In the event that Jersey Shore submits a Referred Merchant to a CA Company, under no circumstances shall [Referral Partner] communicate with such CA Company in any manner without the prior written

consent of Jersey Shore, including for a period of _____ upon termination of this ⁶ Agreement in accordance with its terms.

(f) *Promotion of the CA Program.* To the extent Jersey Shore provides any information regarding an CA Company or CA Program to [Referral Partner] during the Term (“CA Information”), [Referral Partner] shall make all reasonable efforts to promote and market the CA Information in accordance with accepted business practice. [Referral Partner] shall not make any representations or warranties regarding the CA Information except for those representations and warranties which have been approved in advance by Jersey Shore

in writing. [Referral Partner] understands that it is not soliciting and referring Merchants for loans, but, rather, for purchase and sale transactions. [Referral Partner] shall not refer to any CA Program as a loan program, or utilize the words, “loan”, “principal” or “interest” for any reason or in any manner in connection with any CA Information.

(g) *Additional CA Program Promotional Materials.* Jersey Shore may, in its sole discretion, provide [Referral Partner] with additional advertising and promotional materials for use in connection with [Referral Partner]’s marketing and promotion of the CA Information and solicitation and referral of Qualifying Merchants during the Term. Under no circumstances shall [Referral Partner] have any right, in the course of carrying out its obligations or rights hereunder, to offer or present any material (printed, electronic or otherwise), that has not been supplied by Jersey Shore or approved in advance in writing by Jersey Shore, to any Merchant, or any other third party.

(h) *[Referral Partner] Identification.* In connection with the performance of its obligations hereunder, [Referral Partner] shall clearly identify itself with its own legal or business name, and shall disclose to all third parties, where applicable, that it is independent of Jersey Shore and that it is not an employee, partner, joint venture, or affiliate of Jersey Shore. [Referral Partner] agrees that its actions and the actions shall be governed, controlled and directed by, and shall be in full compliance with, the terms and conditions hereof, and shall at all times be construed as actions taken by [Referral Partner] that are subject to the terms and conditions hereof. [Referral Partner] agrees that Jersey Shore shall not be liable in any manner for any liability of [Referral Partner] to any third party for any reason, and that the indemnification provisions set forth in Section 5 apply hereto.

2. [Referral Partner] Compensation.

(a) *[Referral Partner] Commission.* Under the terms of this Agreement, and in consideration for [Referral Partner]’s services and representations, Jersey Shore agrees to pay to [Referral Partner] the compensation detailed in Schedule 1 (the “Commission”) for those Referred Merchants only upon the following conditions:

⁶Insert post-termination timeframe where other party may not communicate with a known CA Company (i.e., 6 months, 3 months, etc.) – ***Must be consistent with Section 10(b) Termination time frame selected.**

(i) The Referred Merchant(s) and Referred Application have been approved by Jersey Shore during the Term;

(ii) Jersey Shore has referred a Referred Merchant or submitted a Referred Application to a CA Company or other entity during the Term;

(iii) The Referred Merchant(s) have fully executed a CA Agreement with a CA Company or other entity (“Accepted CA Agreement”); **and**,

(iv) Jersey Shore has received all sums due to Jersey Shore from the CA Company or other entity following execution of the Accepted CA Agreement (“Jersey Shore Sums”). (b) *Timing of Commission Payment.* Subject to and only upon full satisfaction of the conditions and terms of the Agreement, the Commission set forth in Schedule 1 shall be paid by Jersey Shore to [Referral Partner] within _____ business days ⁷ of Jersey Shore’s receipt of the Jersey Shore Sums. Schedule 1 is incorporated into and constitutes a part of this Agreement.

(c) *Additional Conditions.* If Jersey Shore submits a Referred Application to a CA Company during the Term, but neither the CA Company nor Referred Merchant execute an Accepted CA Agreement within _____ of such submission, then [Referral ⁸ Partner] expressly forfeits its rights to the Commission or compensation or expenses of any kind with respect to that Referred Merchant or Referred Application. Additionally, if a Referred Merchant defaults under the Accepted CA Agreement and the Jersey Shore Sums are not paid to Jersey Shore in full, or the Jersey Shore Sums are rescinded by or returned to the CA Company for any reason at any time, Jersey Shore may require [Referral Partner] to immediately return to Jersey Shore any and all Commission Jersey Shore paid to [Referral Partner] in full with respect to such Referred Merchant and/or CA Company. In such case, [Referral Partner] shall promptly return the Commission to Jersey Shore in full within _____ days of Jersey Shore’s demand. ⁹

(d) *Inactive Referrals.* With regard to each Referred Application or Referred Merchant which Jersey Shore has submitted or referred to a CA Company during the Term, any such submission or referral not consummated by a CA Company within _____ days of Jersey Shore’s submission shall result in the Referred Merchant ¹⁰ being eligible for

any sales distribution channel utilized by Jersey Shore for the purpose of contacting, soliciting and/or contracting with such Referred Merchant, with no Commission due to the [Referral Partner].

⁷ Insert timing of Jersey Shore's commission payments to other party; ⁸ Insert timeframe for the merchant and CA Company to execute an agreement once referred; ⁹ Insert timeframe for return of Commission payment following demand (i.e., 7 days, 14 days, etc.) ¹⁰ Insert timeframe for when a referral becomes inactive;

4

213044v2-7/24/18 (e) *Existing Merchants*. Notwithstanding anything to the contrary, [Referral Partner] shall not be entitled to receive any Commission with respect to any Merchant who has an existing relationship with Jersey Shore as of the Effective Date, whether a Referred Merchant or otherwise.

(f) *Effect of [Referral Partner]'s Breach*. Notwithstanding anything to the contrary herein or elsewhere, no Commission or further Commission shall be payable to [Referral Partner] if [Referral Partner] breaches the terms of this Agreement.

(g) *Expenses*. [Referral Partner] shall be wholly responsible for any and all expenses incurred by [Referral Partner] in the performance of its obligations under this Agreement. Jersey Shore 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 [Referral Partner] hereunder. If, notwithstanding the provisions of this Agreement, any such taxes or payments are ever assessed against Jersey Shore, [Referral Partner] shall reimburse Jersey Shore promptly for all sums paid by Jersey Shore, including any interest or penalties. Without limiting the generality of the foregoing, [Referral Partner] shall be responsible for compensating its employees and agents with respect to any referrals made by such employees or agents on such terms and conditions as may be agreed to from time to time between [Referral Partner] and such employees or agents.

3. **Term**. The initial term of this Agreement will commence upon the Effective Date and, unless terminated in accordance with this Agreement, will continue for a period of _____ thereafter (the "Initial Term"). This Agreement, unless otherwise terminated in ¹¹ accordance with this Agreement, shall thereafter be renewed for successive _____ terms

¹² (each a “Renewal Term”), unless a Party provides a written notice to the other Party of termination at least _____ (__) days before termination of the Initial Term or Renewal ¹³ Term, as applicable. The Initial Term and the Renewal Term are collectively referred to as the “Term”.

4. Independent Contractor. Nothing in this Agreement or in the performance thereof shall be construed to create any partnership, joint venture, or relationship of principal and agent or employer and employee between Jersey Shore and [Referral Partner] or any of their respective affiliates or subsidiaries. Jersey Shore and [Referral Partner] are and shall remain independent contractors. [Referral Partner] agrees that its employees, agents or independent contractors will be properly trained and monitored with respect to all their activities in the marketing and promotion of a CA Company Program and solicitation and referral of Merchants. [Referral Partner] expressly agrees that it is solely responsible for any actions taken by [Referral Partner]’s employees, agents or independent contractors and White

¹¹ Insert how long the initial term of the agreement will be (i.e., 1 year, 6 months, etc.) ¹² Insert how long a renewal term of the agreement will be (i.e., 1 year, 6 months, etc.) ¹³ Insert the timeframe required for notice of termination of the agreement (i.e. 90 days, 30 days, etc.) **This provision must be consistent with the timeframes selected in Section 10.**

Horse shall not be liable in any manner for any payments due from [Referral Partner] to any employees, agents, or independent contractors of [Referral Partner] for any reason, including commissions paid to such persons. Each Party bears full responsibility for paying any and all federal and state taxes, employment taxes, FICA and FUTA, unemployment insurance taxes, and any other required taxes or business license fees, including any such taxes or fees arising in connection with such Party’s business or its performance hereunder. The Parties shall each be responsible for all of their own business expenses and all expenses in connection with their respective performance under this Agreement.

5. Indemnification. [Referral Partner] agrees to indemnify, defend, and hold harmless Jersey Shore, and its respective employees, members, directors, managers, officers

or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and costs of defense) Jersey Shore may suffer or incur as a result of: (i) any failure by [Referral Partner] or any of its employees, agents or affiliates to comply with the terms of this Agreement; (ii) any warranty, representation or covenant made by a [Referral Partner] being false or misleading; (iii) the manner or method in which a Party performs its services and other obligations pursuant to this Agreement, or (v) negligence or willful misconduct of [Referral Partner] or its subcontractors, agents or employees. This indemnification shall not apply if the liability arose as a result of the gross negligence or willful misconduct of Jersey Shore.

6. Confidential Information.

(a) Each Party acknowledges that it may directly or indirectly disclose Confidential Information (as defined below) to the other Parties in the course of the 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 Parties 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 in order to perform services under this Agreement. Except as otherwise contemplated by this Agreement, no Party shall disclose the Confidential Information of the other Parties 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 the Agreement.

(b) "Confidential Information" means all proprietary, secret or confidential information or data relating to any Party or its affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include, without limitation, Merchant and customer lists, card member account numbers, pricing information, computer access codes, instruction and/or procedural manuals, intellectual property, trade secrets, software 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: (A) is (i) already known to the receiving Party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) independently developed by the receiving Party without reference to any Confidential Information of the other Parties; (iv) required to be disclosed by law, or (B) becomes publicly available through no wrongful act of the receiving Party.

7. Representations and Warranties. Each Party hereby represents and warrants to the other Parties that the statements contained in this Section are true and correct as of the Effective Date: (a) if it is a corporation, limited liability company or other entity organized, it is validly existing and in good standing under the laws of its state of incorporation or formation as set forth in the recitals hereto, and in all other jurisdictions in which it owns property or conducts business; (b) if it is an individual, it has the capacity to enter into this Agreement; (c) it has full authority and power to enter into this Agreement and to perform its obligations under this Agreement; (d) the performance of its obligations under this Agreement will not violate any applicable law or regulation or any agreement, court order or decree to which it may be bound; (e) this Agreement represents its valid and binding obligation, enforceable against it in accordance with its terms; (f) it will comply with all applicable state and federal laws and regulations in connection with the performance of its duties and obligations under this Agreement; (g) it is not a party to any pending suit, proceeding, or arbitration, the outcome of which could have a material adverse effect on its ability to perform its obligations hereunder; and (h) it has never been fined or penalized by any association in the credit, payments or banking industry.

8. Additional Covenants of [Referral Partner]. [Referral Partner] further covenants that, during the term of this Agreement, and thereafter for so long as it is bound by the terms hereunder, it shall: (a) comply with any and all policies, guidelines, rules and regulations established by Jersey Shore related to any Referred Application or CA Information; (b) fully and accurately describe the CA Information, including, without limitation, that [Referral Partner] shall never describe or refer to a CA Program as offering a loan or charging interest, and it will not employ any marketing materials that do not clearly state a disclaimer that, “The CA Program provides a purchase of existing and future accounts receivable, and it is not a loan product”; (c) immediately inform Jersey Shore of any changes that become known to [Referral Partner] in the address, ownership or business or operations of itself or of any

Referred Merchant; (d) deliver to Jersey Shore all documents required as part of the Referred Application; (e) not knowingly refer a Merchant whom [Referral Partner] knows is misrepresenting information in the Referred Application and/or during the underwriting process with a CA Company; and (f) not offer any other working capital product to a Referred Merchant unless such Referred Merchant is rejected in writing by Jersey Shore;

9. Non-Disparagement. During the term of this Agreement and at all times following the termination or expiration of this Agreement, the Parties shall not disparage the other Party, including posting any negative comments online or elsewhere.

10. Termination. The Parties may terminate this Agreement at any time and for any reason upon _____ days written notice to the other Party. ¹⁴

(a) Notwithstanding this section, the following sections shall survive termination of the Agreement: Sections 1(e), 2(c), 5, 6, 7, 8, 15, 18 and 19.

(b) Upon termination or [Referral Partner]'s notice of termination under this Section, [Referral Partner] is prohibited from communicating with a CA Company with which a Referred Merchant has been referred or submitted, or an Accepted CA Agreement has been executed, for a period of¹⁵

(c) Upon termination of this Agreement, [Referral Partner] shall promptly: (i) deliver to Jersey Shore all documentation and other property that belongs to Jersey Shore (ii) refrain from taking any action, including, without limitation, advertising, which states or implies that this Agreement remains in effect; and (iii) discontinue the use of all Confidential Information.

11. Notices. Any notices and other communications required or permitted hereunder shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by email or facsimile (with request for immediate confirmation

of receipt in a manner customary for communications of such respective type and with physical delivery of the communication being made by one or the other means specified in this Section as promptly as practicable thereafter) or five (5) days after mailing if sent by certified mail return receipt requested. Notices shall be addressed to the applicable Party's address as set forth below. Any Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section.

**JERSEY SHORE FINANCIAL GROUP,
LLC**

Address: 326 Portsmouth Road, Cherry Hill, New Jersey, 08054

Attn:
Email
:

¹⁴ Insert timing for notice of termination of Agreement (which should be consistent with Section 3 (termination of Term)); ¹⁵ Insert post-termination timeframe where other party may not communicate with such CA Company (i.e., 6 months, 3 months, etc.)

8

213044v2-7/24/1
8

[Referral Partner]

¹⁶ Address: _____ ¹⁷

Attn: _____ ¹⁸ Email:

12. Entire Agreement. This Agreement (including all Schedules, agreements and other documents referred to herein) constitutes the entire agreement between the Parties with

respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Jersey Shore and its respective successors and assigns. [Referral Partner] may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Jersey Shore.

14. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

15. Remedies. The remedies of the Parties provided in this Agreement shall be cumulative and in addition to any other rights and remedies available to the Parties at law or in equity. Each Party acknowledges that any breach of Sections 1(e), 5, 6, 7, 8, and 19 (the “Restrictive Covenants”) by a Party will cause the other Party irreparable harm for which there is no adequate legal remedy, and agrees that in the event of any actual or threatened breach of any Restrictive Covenant, the non-breaching Party shall be entitled to temporary and permanent injunctive relief and all other appropriate equitable relief (including a decree of specific performance), without being required to (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of their legal remedies, or (iii) post any bond or other security. The foregoing remedies of the non-breaching Parties may be exercised without prejudice to (and are cumulative with) the non-breaching Parties’ other available rights and remedies at law, in equity, or under this Agreement, including the non-breaching Party’s right to monetary damages arising from any breach of this Agreement by the breaching Party. If, at the time of enforcement of the Restrictive Covenants contained in this Agreement, a court shall hold that the duration, scope or area restrictions stated in this Agreement are unreasonable under circumstances then existing, the Parties hereto agree that the maximum

¹⁶ Insert Name of other party ¹⁷ Insert Address of other party ¹⁸

Insert authorized officer and signatory information of other party

duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the Restrictive Covenants to cover the maximum duration, scope and area permitted by law. Representative agrees that the Restrictive Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of Jersey Shore's businesses, and [Referral Partner] agrees not to challenge the validity or enforceability of the Restrictive Covenants. In so determining any such enforceable substitute restriction, it is the intent of the Parties hereto that the court recognize that it is their mutual intent that the foregoing restrictions be imposed and maintained to the greatest extent possible.

16. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

17. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic email delivery), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Choice of Law and Jurisdiction. This Agreement and the rights of the Parties hereunder shall be governed by and construed in all respects in accordance with the laws of the State of New York. Each of the Parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Supreme Courts of the State of New York in the County of New York, or in the United States District Court for the Southern District of New York; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such court; and (d) agrees that service of process in any action or proceeding may be affected on such Party by recognized overnight courier as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, JERSEY SHORE SHALL NOT BE LIABLE TO

[REFERRAL PARTNER] FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY, INCLUDING, WITHOUT LIMITATION, THEORIES OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF JERSEY SHORE HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL JERSEY SHORE'S TOTAL

LIABILITY TO [REFERRAL PARTNER] OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

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

21. **Further Assurances.** Each of the Parties hereto agrees to take all actions, and to execute or cause to be executed and delivered all agreements, instruments and documents as may be necessary from time to time, to fully effectuate the transactions contemplated by this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating rights enforceable by any person or entity not a Party hereto, except those entitled to the benefits of the indemnification provisions hereof.

23. **Attorneys' Fees.** The Parties agree that, in connection with any suit, action or other legal proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive as costs all of its expenses in connection therewith, including reasonable attorneys' fees, at the trial and appellate levels.

24.

**[SIGNATURES APPEAR ON NEXT
PAGE]**

11

213044v2-7/24/1

8

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date written above.

19

By: _____ 20

Name

:

Title:

JERSEY SHORE FINANCIAL GROUP, LLC

By: _____

Name

:

Title:

¹⁹ Insert Name of other party ²⁰ Insert authorized officer and
signatory information of other party

SCHEDULE 1
COMMISSION SCHEDULE

_____ Percentage of Commission 67%

Jersey Shore _____ Percentage of Commission 33%