

NEW PARTNER APPLICATION**Select Funding, LLC**

PLEASE COMPLETE AND SEND TO DAKOTA@SELECTFUNDING.COM

COMPANY INFORMATION

COMPANY LEGAL NAME:		DBA NAME:	
CONTACT:	PHONE:	EMAIL:	
CURRENT ADDRESS:			
CITY:	STATE:	ZIP CODE:	
TAX ID:	YEARS IN BUSINESS:	ENTITY STRUCTURE:	STATE OF INCORPORATION:
DEAL VOLUME PER MONTH (UNITS):		DEAL VOLUME PER MONTH (DOLLARS):	
TOTAL FUNDING LAST CALENDAR YEAR:		WEBSITE:	

PRINCIPAL INFORMATION

OWNER #1			
NAME:			DOB:
CELL:	TITLE:		
HOME ADDRESS:			
CITY:	STATE:	ZIP CODE:	
EMAIL:		SSN:	
OWNER #2			
NAME:			DOB:
CELL:	TITLE:		
HOME ADDRESS:			
CITY:	STATE:	ZIP CODE:	
EMAIL:		SSN:	

FUNDING SOURCE REFERENCES

REFERENCE #1			
COMPANY NAME:			
CONTACT:	PHONE:	EMAIL:	
REFERENCE #2:			
COMPANY NAME:			
CONTACT:	PHONE:	EMAIL:	

THE UNDERSIGNED HEREBY AUTHORIZES SELECT FUNDING, LLC TO OBTAIN BUSINESS AND NON-BUSINESS INVESTIGATIVE REPORTS, INCLUDING, BUT NOT LIMITED TO, A CREDIT REPORT, AND CONSENTS TO THE USE OF SUCH INFORMATION BY SELECT FUNDING, LLC IN ITS NORMAL COURSE OF BUSINESS. THIS AUTHORIZATION IS MADE BY THE UNDERSIGNED AS AN INDIVIDUAL AND ON BEHALF OF THE ENTITY IDENTIFIED ABOVE. THE UNDERSIGNED UNDERSTANDS THAT SELECT FUNDING, LLC MAY REFUSE TO DO BUSINESS OR ENTER INTO A FORMAL AGREEMENT FOR ANY REASON, AND THIS APPLICATION DOES NOT CONSTITUTE AN AGREEMENT OR INTENT TO ENTER INTO AN AGREEMENT.

I ATTEST THAT THE INFORMATION AND ANY DOCUMENTS SUBMITTED IN CONNECTION WITH THIS APPLICATION ARE CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND HAVE BEEN VOLUNTARILY SUBMITTED. ELECTRONIC COPY OF THIS AUTHORIZATION SHALL BE DEEMED TO BE THE EQUIVALENT OF THE ORIGINAL.

SIGNATURE:	DATE:
SIGNATURE:	DATE:

Select Funding Broker Referral Agreement

This Broker Referral Agreement (this "Agreement") is made as of _____, ("Effective Date") by and between Select Funding, LLC, a California limited liability company located at 26775 Malibu Hills Road, 2nd Floor, Calabasas, CA 91301 ("Select") and _____ located at _____ ("Broker") (each may be referred to herein as a "Party" or collectively as "Parties").

RECITALS

A. Select offers specialty financing programs which include but are not limited to Client Cash Advances, Business Loans and Asset Based Loans (the "Programs") whereby commercial businesses ("Clients") are offered the opportunity to obtain equipment and other working capital financing from Select.

B. Broker wishes to market Select's Programs to Clients subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt of which is acknowledged, the Parties agree as follows:

1. The Program

a. Broker's Duty to Identify Clients and Collect Documentation. Broker shall identify prospective Clients that Broker believes will meet the Programs standards determined by Select from time to time. Broker shall obtain and provide Select with all information and documentation required by the Programs standards and any other information that Select or its third-party funding sources may reasonably require. Broker acknowledges and agrees that the complete collection of all such information reasonably requested is a critical element of Select's performance of this Agreement. Broker shall apply the Programs standards to all prospective Clients, and acknowledges that Select may, at any time, amend the Program standards to ensure the financial safety and soundness of the Programs, as determined in Select's sole discretion.

b. Select's Control Over The Programs, Approvals and Loan Agreement. Select acknowledges and agrees that Select has sole and exclusive control over all aspects of the Programs. Select may, at its sole discretion, approve or deny a prospective Client for a loan or financing product or service. Broker shall not advise a prospective Client that the prospective Client has been approved for a loan or financing product or service prior to Select's review and approval. Broker acknowledges that all aspects of the Programs are subject to the management and approval of Select and Broker shall make no representations to the contrary. For every prospective Client, Broker shall use the form of the agreement and other documents that have been approved in writing by Select for Broker's use with the Programs. Broker shall not change or modify any agreements or documents without the prior written consent of Select. Select

reserves the right, at any time and in its sole discretion, to amend any of the agreements or documents that are to be used by Broker.

c. Select's Control Over Marketing Material. Broker shall not misrepresent or mischaracterize the Programs or its availability in any written or oral communications, nor shall Broker alter or in any way modify any marketing materials provided by Select without Select's prior written approval.

d. Broker's Duty to Report Adverse Information. Broker shall market the Programs only to bona fide and lawful businesses in accordance with the Programs standards and this Agreement. During the application process and so long as any amount of any loan or financing to a Client remains outstanding, Broker shall promptly notify Select in writing if Broker becomes aware of any adverse and/or negative information relating to such Client that would reasonably be expected to have a material effect on such Client's ability to observe and adhere to the terms of its agreement with Select.

e. Broker's Compliance with the Law. Broker is required to comply with all Federal and State laws and regulations. Broker will not be permitted to refer any potential clients domiciled or primarily located in the State of California unless Broker is the holder of either a valid California Finance Broker License or a valid California Finance Lender License.

f. Broker Sales Office. Broker shall be responsible for establishing its own sales office, independent of Select's offices, at its sole expense.

g. Non-Exclusivity. The relationship created by this Agreement is non-exclusive. Except as set forth in Section 1(h), under no circumstances shall this Agreement limit the right of the Parties to solicit Clients, or to offer products or services of third parties. There is no market or geographical exclusivity granted by this Agreement.

h. Limited Exclusivity on Leads. Notwithstanding the terms of Section 1(g), to the extent that Select provides to Broker any leads or introductions to potential Clients, Broker agrees that it will exclusively present the Select Programs to those potential Clients unless Broker has previously done business or solicited such Client. If such Clients are disapproved by Select, then Broker may try to obtain financing for those Clients from third parties that are not affiliated with Select once it has obtained written consent to do so from Select, which may be approved or denied in Select's sole and absolute discretion.

2. Ownership and Commissions

a. Broker's Disclaimer of Ownership. The Parties understand and agree that Broker shall have no right, title or interest in any loans, loan proceeds, or other agreements that arise out of the business relationship between Broker and Select. Broker hereby disclaims any such ownership in favor of Select and covenants and agrees to refrain from making any claim of

such ownership at any time in the future on behalf of itself or any other party. Broker hereby waives all claims against Select other than with respect to a claim for the payment of a Commission Fee as set forth in Section 2 (b). Select may alter the mix of loan or financing products and services that are offered in connection with the Programs at its sole discretion. Broker acknowledges and agrees that Select may, from time to time, alter such product mix in a manner that restricts or otherwise prevents Broker from having certain Clients approved and/or booked for certain loan or financing products and Broker agrees to respect and comply with (i) any concentration limits identified by Select and (ii) the terms of the Select's policies.

b. Select's Obligation to Pay Commissions. With respect to a Client that (i) is first submitted to Select by Broker, (ii) is approved for a loan or other financing and accepts all the loan or other financing terms, (iii) has such loan or other financing successfully closed and funded consistent with the policies of Select (iv) has had all material information and documentation required in connection with a loan or other financing and the Programs collected and submitted by Broker, Select shall compensate Broker as set forth in Exhibit A (the "Compensation Plan") in an amount calculated by multiplying (x) the relevant percentage applicable to the loan or financing product approved for such Client by (y) the Client loan or financing amount approved and advanced for such loan or other financing (such compensation, the "Commission Fee"); it being understood that if Broker fails to fully perform its obligations with respect to a Client or submits any fraudulent material on behalf of a Client then Broker shall receive no Commission Fee for such Client and shall otherwise be liable as set forth in this Agreement.

c. Select's Ability to Change the Compensation Plan. Select may change the Compensation Plan at any time in its sole discretion upon no less than sixty (60) days written notice to Broker. Any change to the Compensation Plan shall not affect the compensation owing with respect to any Client that was placed by Broker with Select prior to the effective date of such change. The commission structure detailed on the Compensation Plan represents the commission payouts associated with the maximum pricing on the Select loan or financing product (as set forth on the Compensation Plan) and consequently, Broker agrees and acknowledges that Select may reduce any commission or compensation amounts calculated pursuant to the Compensation Plan at its sole discretion in connection with any reduction in pricing below the maximum pricing forecasted in connection with the creation of the Compensation Plan. Broker agrees and warrants that Select shall never have any obligation to make any payment of any amount for any reason to any third party, and Broker agrees to indemnify Select from any claims made by any third party for any remuneration or fees of any kind.

d. Strict and Absolute Prohibition on Additional Client Fees. Other than as explicitly set forth herein, neither Broker nor any of its employees or representatives shall collect any compensation of any kind, in fees or otherwise, directly from any prospective Client or approved Client for assisting the prospective Client or approved Client in obtaining a loan or financing from Select (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 Select Programs). Broker agrees that Broker's sole compensation for providing services to Clients arising out of or relating to this Agreement or the Programs shall consist only of the Commission Fee consistent with the requirements set forth above. Broker acknowledges that all funds to be paid to or by Clients in connection with the Programs shall be under the sole control of Select. If any such funds are sent to Broker or its employees or representatives, Broker shall be deemed to have received such funds in trust for the benefit of Select and shall immediately remit such funds to Select. Broker warrants that it shall not charge any fees or require any payments from Clients except as otherwise explicitly set forth herein.

3. Protective Covenants

a. Non-Solicitation Protection. Without Select's prior written consent, Broker shall not, and shall not directly or indirectly cause or permit any of its employees, representatives or any third-party to, solicit or contract with a Client for alternative business funding programs that (i) would result in an "all assets lien" against the Client's business assets that supersedes Select's position or (ii) in any way could reasonably be expected to compromise the repayment of the Select loan, in each case, only for as long as the Client has any outstanding balance or other obligations owing to Select under the Programs. During the term of this Agreement and for a period of 12 months after the termination or expiration of this Agreement, neither Party shall encourage, solicit, or induce, or in any manner attempt to encourage, solicit, or induce, any individual employed by, or individual or entity providing consulting services to, such other Party or any of its subsidiaries to terminate such employment or consulting services.

b. Confidential Information Protection. The Parties acknowledge that in their performance of their duties hereunder either party (or its designees) may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning Clients, the Programs, or any technology, techniques, or business plans related to Select's operation and development of the Programs (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party without knowledge of, use of, exposure to or reference to any Confidential Information. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's

Confidential Information, in whole or in part, only to its employees or representatives who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and representatives are informed of, observe and fully comply with the confidentiality restrictions contained in this Agreement as if they were parties hereto; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure. Upon termination of this Agreement, Broker shall return or destroy all Confidential Information received in connection with this Agreement and/or the Programs and certify in writing to Select that Broker has complied with this provision and has not retained any copies of such Confidential Information.

c. Mutual Protection through Indemnification. Broker agrees to indemnify, defend, and hold harmless Select and its employees, officers, investors and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of: (i) any failure by Broker or any of its employees or representatives to comply with, or fulfill the obligations of, or otherwise breach the terms of this Agreement; (ii) acts of fraud, gross negligence or willful misconduct by Broker or Client; or (iii) any promise, warranty or representation made by Broker being unfulfilled, false or misleading. Select agrees to indemnify, defend, and hold harmless Broker and its employees and representatives from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result any third-party claim that (i) Select violated applicable law or (ii) Select does not own any intellectual property contained in any marketing material. Each party shall promptly notify the other of any claim or threat of claim of which such party becomes aware and that may give rise to a request for indemnification under this Agreement. Without limiting the foregoing, Broker agrees to pay to Select the respective commission amount paid on a loan or financing that is not collected by Select (after collection is attempted in accordance with Select's standard procedures for the collection of such loans or financings) if such failure to collect is the result of willful misconduct or fraud by Broker.

d. Broker's Prohibition on Public Comment. Broker shall not publicly discuss (in any form whatsoever, including without limitation in writing, through electronic transmission and orally) the Programs or any other information relating to this Agreement or Select, including in blogs and on websites, in each case, unless otherwise explicitly and specifically approved in writing by Select, in its sole and absolute discretion.

e. Injunctive Relief and Specific Performance as Available Remedies. Each Party agrees that in the event of any action by the other Party that in the first Party's reasonable judgment will create an actual breach of this Agreement, the non-breaching Party's remedies

shall include specific performance or injunctive relief, or both, in addition to any and all remedies at law or in equity and all such rights shall be cumulative.

4. Regulatory Compliance

a. Broker's Compliance Obligations. Broker shall comply in all respects with Select's Programs standards and applicable law and any reasonable instructions provided by Select relating to the Programs, in each case, as may be in place and amended or otherwise modified or updated from time to time. Without limiting the foregoing, (i) Broker shall comply with all applicable state and local licensing requirements relating to Broker's performance of its obligations hereunder and (ii) Broker shall not engage in any unacceptable practices, including but not limited to the following: discouraging a Client from applying for a loan or financing based on such Client's sex, marital status, age, race, national origin or other basis prohibited by the Equal Credit Opportunity Act, charging fees in excess of the fees allowed by applicable law and this Agreement or fees unrelated to the Programs, failing to provide Clients with any loan or financing disclosures required under applicable law or this Agreement, requiring a Client to sign an application for a loan or financing before allowing such Client to review the related loan or financing disclosures, intentionally misrepresenting any material fact concerning the Programs including pricing or timing of disbursements, or, intentionally attempting to induce a Client to participate in the Programs or to obtain certain loan or financing terms when such is not in the interests of such Client or such Client has expressed a desire for a different product or different loan or financing terms. Broker acknowledges and agrees that Select may amend the Programs standards and terms from time to time at the sole and exclusive discretion of Select.

b. Select's Right to Perform an Audit. No more than once in any six month trailing period and only upon a good faith belief that there is a reason to perform an audit, Select (or its designee) may, during Broker's regular business hours and at Broker's premises: (i) conduct an audit or review of Broker's operations and records; or (ii) conduct a performance audit of Broker to determine Broker's compliance with this Agreement, including compliance with Select's Programs standards and applicable law. Any audit shall be upon seven days written notice. Broker shall provide Select with such access and information as are reasonably requested by Select in connection with any audit. Broker agrees that Select shall have sole control and discretion over both (a) the tracking, calculation and determination of any loan or financing amounts advanced or outstanding in connection with any loans or other financing provided by Select and (b) the resulting Commission Fees that are contemplated to be earned and paid in connection with this Agreement. Broker shall accept any determination made by Select as true and accurate so long as it is made in good faith.

c. Broker's Preservation of Complaints Records. Broker shall use its best efforts to maintain a log of all written Client complaints submitted to Broker relating to the Programs and the marketing thereof, which log shall include the following information: (a) name and address of the complaining party, (b) a brief summary of the complaint, (c) the source of the third party complaint (if applicable), (d) the date the complaint was received, and (e) a brief

summary of the resolution. Such log shall be submitted quarterly to Select if there are any such complaints. Broker further agrees to promptly report to Select all written Client complaints filed with any regulatory authority that it or its employees or representatives receive relating to the Programs or the marketing thereof. Such report shall include the complainant's name and address and a summary of the complaint and a copy of the complaint (if available). If Select determines that a complaint warrants a Select response, Broker will cooperate with Select in the preparation of such response. To the extent permitted under applicable law, Broker will deliver to Select, within two (2) days of the date of receipt, any notice of actual or threatened adverse action issued by a regulatory authority, unless Broker is legally prohibited by the regulatory authority from sharing such notice.

5. Representations and Disclosures

a. Broker Representations. Broker represents and warrants to Select that on the Effective Date and throughout the term of this Agreement:

i. **AUTHORITY.** Broker has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Broker in accordance with its terms and no provision requiring Broker's performance is in conflict with Broker's obligations under any charter or bylaws or any other agreement, provisions or document to which Broker is a party or by which it is bound. Broker authorizes Select to obtain and investigate individual credit bureau reports on any person affiliated with Broker who controls an ownership interest in Broker of greater than ten percent, provided, however, that in each case Select shall utilize its commercially reasonable efforts to obtain and investigate such reports in a manner that will minimize any impact on any such person's credit report.

ii. **GOOD STANDING.** Broker is duly organized, authorized and in good standing under the laws of the state of its organization and to the best of its knowledge is duly authorized or licensed to do business in each state in which Broker's business, including marketing of the Programs, make such authorization or license required.

iii. **RED FLAGS.** Neither Broker nor any of its principals has been or is subject to any: (i) criminal conviction (excluding traffic misdemeanors or petty offenses); (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings relating to fraud; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices. Broker will inform Select in writing if Broker or any of its principals has been or becomes subject to any such event.

iv. **CLIENT CONSENT.** For any loan or other financing application submitted to Select, Broker has the consent and proper authority from the Client connected to such application to submit all information and documentation contained in such application and

to represent the interests of such Client in connection with such application. Broker warrants that it will maintain and update all required authorizations from each Client so that Select shall always be able to reasonably rely on, and accept as properly authorized, any submitted loan or other financing application. Broker certifies and warrants that all information and documentation directly or indirectly transmitted or otherwise sent to Select by Broker in connection with any application is true, correct, and complete in all respects.

v. **INDEPENDENCE.** Broker is independent from Select and no employee or representative of Broker is affiliated with Select or has any family or other close relationship with any employee, stockholder or director of Select which has not been disclosed in writing to Select prior to the date hereof.

b. **Mutual Disclosure of Impact or Impairment.** Each Party shall notify the other within two (2) business days of any proceeding, litigation or investigation (including, without limitation, by or before any regulatory authority) that is threatened and would reasonably be expected to impact the subject matter of this Agreement or the ability of such Party to fulfill its respective obligations pursuant to this Agreement. Each Party shall also give prompt written notice to the other of any adverse change in its business, properties, assets, operations or condition (financial or otherwise) that may impair its ability to comply with the terms of this Agreement, the Program's standards or terms, or applicable law.

c. **No Stacking.** If Broker directly or indirectly seeks to refer, or actually facilitates a secondary financing of an existing Select Client with an open balance (an action commonly referred to as a "Grasshopper" or "Stacking") not only shall it be deemed a cause for termination but Broker will forfeit their Commission Fee and shall be held liable for all damages suffered by Select as a result of this breach of contract, including loss of investment, costs of litigation, and recovery and legal fees.

6. Term and Termination.

a. **One Year Renewable Term.** The initial term of this Agreement shall be for a period of one year, commencing on the Effective Date. This Agreement shall automatically renew for additional one year periods unless either Party provides the other Party with written notice stating such Party's intention that this Agreement not automatically renew in which case this Agreement shall terminate on the last day of the one year period in which such notice was received.

b. **Events of Default and Ability to Terminate.** A Party shall be deemed in default and the other Party shall have the right to terminate this Agreement at any time if the initial party: (i) becomes insolvent; (ii) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (iii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors and/or (iv) breaches any of the provisions of this

Agreement and fails to cure such breach within 10 days after the earlier of (X) the breaching party becoming aware of the breach or (Y) written notice has been sent by the non-breaching party. Broker shall be deemed to be in default if Broker fails to comply with applicable law, the Programs standards and terms or the obligation to report breaches, and upon any such default, Select may immediately terminate this Agreement upon delivery of written notice to Broker. If any federal or state regulatory agency having jurisdiction over the subject matter of this Agreement makes a demand that Select discontinue or substantially modify the Programs, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination.

c. Select's Right to Terminate. Select may terminate this Agreement at any time upon written notice to Broker.

d. Broker's Right to Compensation Following Termination. Unless this Agreement is terminated because of the default of Broker relating to or arising out of a breach of this Agreement or by reason of regulatory demand, Select shall compensate Broker for its services as provided in this Agreement for all Clients submitted to Select prior to the applicable date of termination. If this Agreement is terminated due to Broker's breach of any representation, warranty, or obligation set forth in this Agreement, then Broker shall be liable for all damages caused by such breach, including, but not limited to loss of the investment and all costs of litigation, including reasonable legal fees and costs incurred by Select.

e. Provisions Surviving Termination. Sections 1(b), 1(d), 1(e), 1(h), 2(a), 2(d), 3, 4, 5 and 7 shall survive termination of this Agreement.

7. Miscellaneous Provisions

a. Independent Contractor Status Between the Parties. Select and Broker will be deemed to be independent contractors and will not be employer/employee, agent, servant, joint venturer or partner of the other. Broker covenants that Broker will not take any action that would allow a potential Client to reasonably conclude that Broker is an agent of Select with any form of apparent authority. Broker understands and agrees that Broker shall have no ability to bind Select in any manner to any agreement, representation, or promise.

b. Limitations on Amendments and Waivers. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both Parties. Except as otherwise provided in this Agreement, no failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right. Neither Party will be liable to the other for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

c. Limitations on Assignment. Neither Party shall assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third party any right or obligation under this Agreement without the prior written consent of the other party. Select may assign this Agreement and its rights hereunder to a purchaser of all or part of the Programs or in the event of a change in control of Select but only if the assignee agrees to compensate Broker as provided under this Agreement.

d. Addresses for all Legal Notices. All notices and other communication required or permitted under this Agreement shall be in writing and given by personal delivery, facsimile (confirmed by a mailed copy) or first class mail, postage prepaid and shall be deemed received on the third business day after mailing to the address listed on the first page of this Agreement. Each Party agrees that the address for notice may be updated by providing the other Party with written notice.

e. Guidance on Interpretation and Severability. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. In such instance, this Agreement shall be deemed modified to the extent necessary to render enforceable the remaining provisions.

f. Binding Effect on the Parties. This Agreement, including all addendums, schedules, exhibits and attachments thereto embodies the entire understanding and agreement of the Parties. This Agreement shall be binding upon and will inure to the benefit of and will be binding upon the Parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

g. Applicable Jurisdiction and Governing Law. This Agreement will be deemed to be a contract made under the laws of California, and will be construed in accordance with the laws of California without regard to principles of conflicts of law. Any claim arising out of this Agreement shall be exclusively litigated in the appropriate State or Federal court located in Los Angeles County California. The Parties waive any right to a trial by jury in any litigation based upon or arising out of this Agreement.

h. Acceptable Execution of Counterparts. Provided that all parties execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties acknowledge that delivery of executed copies of this Agreement may be affected by

facsimile, pdf or other comparable electronic means, as well as by delivery of manually signed copies.

Select and Broker have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Select Funding, LLC

By: _____

By: _____

Name: Brian Spratt

Name: _____

Title: CEO

Title: _____