

**BUSINESS FINANCING
Referral Partner Program
AGREEMENT**

This AGREEMENT is dated as of: **INSERT MONTH 00TH, 0000**

BETWEEN PARTIES:

COMPANY OPERATING NAME: **Michael W. Harnett o/a U NEED FUNDS™**
and any Affiliates, Associates, Representatives and/or Assigns

AUTHORIZED SIGNATORY & TITLE: **Michael W. Harnett, Founder & CEO**
and any Partners, Affiliates, Associates, Representatives and/or Assigns

AND

REFERRAL PARTNER'S NAME:
and any Affiliates, Associates, Representatives and/or Assigns

AUTHORIZED SIGNATORY & TITLE:
and any Partners, Affiliates, Associates, Representatives and/or Assigns

1. Products, Solutions & Service Offerings

Whereas the ("COMPANY") owns the rights to the **MICHAEL W. HARNETT o/a U NEED FUNDS™** brand, and the ("REFERRAL PARTNER") has expressed interest in making use of the COMPANY'S proprietary ("REFERRAL PARTNER PROGRAM") opportunity, and therefore, the COMPANY, upon entering into this non-exclusive ("AGREEMENT"), will grant the REFERRAL PARTNER marketing rights to the COMPANY'S MICHAEL W. HARNETT o/a U NEED FUNDS™ brand and its products, solutions and service offerings. This is a world-wide AGREEMENT and is in force for an indefinite term, or until either party or both parties mutually agree to terminate this AGREEMENT. Even though this is a world-wide AGREEMENT the COMPANY is currently only servicing USA and Canadian businesses with financing and loan product offerings through the MICHAEL W. HARNETT o/a U NEED FUNDS™ brand.

Whereas the COMPANY has agreed to compensate the REFERRAL PARTNER based on a percentage of the True Loan Value of a successfully executed loan transaction, as determined by the (“LENDER”), and the COMPANY will pay a (“REFERRAL FEE”) for all qualified business financing and loan leads the REFERRAL PARTNER and any Partners, Affiliates, Associates, Representatives and/or Assigns are directly responsible for through direct promotions and marketing efforts that result in a successfully executed loan transaction.

The REFERRAL FEE will be paid as compensation for the REFERRAL PARTNER and any Partners, Affiliates, Associates, Representatives and/or Assigns direct efforts, which can include sharing any of the COMPANY’S approved promotional and marketing material, content marketing material, blog posts, and/or other approved social media and web presence engagement material or any printed material. The REFERRAL PARTNER can utilize various promotional and marketing mediums to create client engagement using approved material or their own material that must be truthful, honest, accurate and not misleading or defaming when conveying information for the purpose of either driving traffic to the COMPANY’S online web presence or for the purpose of generating qualified leads that result in a successfully executed loan transaction that generates a payment from the LENDER to the COMPANY, whereas the REFERRAL PARTNER will then be compensated once the COMPANY has been fully compensated by the LENDER and funds are available for transfer to REFERRAL PARTNER’S preferred financial institution or wire payment service option..

2. Business Relationship

REFERRAL PARTNER and COMPANY have willfully chosen to engage in this AGREEMENT, forming an independent contractor business relationship.

REFERRAL PARTNER or COMPANY do not provide any form of benefits to each other, such as health insurance, unemployment insurance, worker's compensation insurance, business insurance, liability insurance, guaranteed payment, salary, wages, or any other forms of remuneration or compensation, other than as outlined herein.

This AGREEMENT does not create an employee-employer relationship between the PARTIES.

This AGREEMENT is strictly based on compensation for services rendered by REFERRAL PARTNER that result in a successfully executed loan transaction that is directly attributed to REFERRAL PARTNER and any Partners, Affiliates, Associates, Representatives and/or Assigns direct promotions and marketing efforts.

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3. Successfully Executed Loan Transaction Compensation Terms & Conditions:

Compensation is defined as the REFERRAL PARTNER'S remuneration or REFERRAL FEE for a successfully executed loan transaction as outlined herein, or as otherwise negotiated and specifically outlined in an amendment to this AGREEMENT or by attaching a separate ("SCHEDULE") document to this AGREEMENT. The COMPANY will compensate the REFERRAL PARTNER monthly after funds have been released by the LENDER and are available to the COMPANY for payment to REFERRAL PARTNER. The REFERRAL FEE is based on a percentage of the True Loan Value of a successfully executed loan transaction, as determined by the LENDER, for all loans completed in a specific reporting period, being the 1st day to last day of each month. If for any reason a REFERRAL FEE has been paid to a REFERRAL PARTNER and a loan transaction gets reversed or does not complete successfully or is found to be an invalid, those funds must be returned to the COMPANY immediately, should there be any revenue claw backs exercised by the LENDER for any valid or legal reason. Any related fees to transfer REFERRAL FEE to REFERRAL PARTNER are the REFERRAL PARTNER'S responsibility.

REFERRAL PARTNER is compensated at a rate of **2.5%** of the True Loan Value of a successfully executed loan transaction, as determined by the LENDER. The REFERRAL FEE is not calculated on any handling, processing or transaction fees (i.e.: lender fees, funds transfer fees, loan origination fees, or other related expenses) that are part of the loan transaction, and the REFERRAL FEE is also not calculated on any applicable sales or other mandatory government and/or industry taxes or fees that may be part of servicing the loan transaction, if any. The REFERRAL FEE is paid to the REFERRAL PARTNER for all successfully executed loan transactions generated through REFERRAL PARTNER or any partners, affiliates, associates, representatives and/or assigns, if applicable, that are directly responsible for a successfully executed loan transaction.

Liability

REFERRAL PARTNER and COMPANY ("PARTY" or collectively "PARTIES") are individually responsible for obtaining any liability insurance coverage that each PARTY deems necessary to protect themselves against unintended negligence by the REFERRAL PARTNER, the COMPANY or by any other entities, including any partners, affiliates, associates, representatives and/or assigns. REFERRAL PARTNER and COMPANY cannot seek payment for damages from either PARTY for any unintended negligence, unless otherwise ordered by a Canadian Court of Law, and as set forth in section VI. of this AGREEMENT. The REFERRAL PARTNER and the COMPANY are individually responsible for payment of all federal, provincial, state, municipal and/or local income tax, business tax, applicable business or industry license fees, or any other mandated and/or essential business operating expenses, and/or as may be applicable by law based on the location each PARTY operates their primary business from.

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Confidentiality/Non-Disclosure/Non-Circumvent

In the event the REFERRAL PARTNER is provided access to any proprietary, intellectual and/or confidential information belonging to or shared by the COMPANY or any partners, affiliates, associates, representatives and/or assigns, all such information is not to be shared, used, sold, disclosed, distributed, reproduced and/or circumvented in any manner whatsoever for any purpose whatsoever by the REFERRAL PARTNER or any partners, affiliates, associates, representatives and/or assigns, at any point throughout the duration of this AGREEMENT, unless permitted in advance by writing or under the terms of this AGREEMENT, and then afterwards in perpetuity.

Proprietary and confidential information includes but is not limited to:

- Information that can be considered a competitive advantage to other entities
- Non-public information, trade secrets, concepts, patents, methods of operation, project details, business strategies, strategic plans, proprietary processes, leads, trade partners, business connections, employees and/or any partners, affiliates, associates, representatives and/or assigns and/or any other entities deemed to hold value to the COMPANY.
- Financial/Investment information, and all encompassing financial or business insights.
- Any and all information that was attained and is deemed or marked ("CONFIDENTIAL"), such as this AGREEMENT, that is not available or is not easily obtainable by the public.

Any of the COMPANY'S physical items, documentation, files, apps and tools, electronic or otherwise, and confidential correspondence, promotions and marketing materials, the BUSINESS FINANCING Referral Partner Program itself, in all forms, disclosed by the COMPANY to the REFERRAL PARTNER to perform duties related to this AGREEMENT, must be returned to the COMPANY within 7 days of the termination date of this AGREEMENT.

4. Rights

COMPANY and REFERRAL PARTNER will not act as a direct representative of the other PARTY'S company, business or professional entity in any manner whatsoever, and if necessary, will clarify their position to third parties, unless an arrangement is previously agreed to in writing.

The COMPANY'S customers/clients PROSPECTS, and any partners, affiliates, associates, representatives and/or assigns, as well as buyers, wholesalers, retailers, individuals, and/or other entities, are exclusively and/or contractually represented by the COMPANY, and all such relationships, including its own PROSPECTS are the property of the COMPANY and the COMPANY reserves all rights to all such relationships as outlined herein.

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In the event a PROSPECT, secured by the COMPANY'S promotions and marketing efforts engages in a transaction with the COMPANY, this business relationship has no relation to this AGREEMENT and the REFERRAL PARTNER is not entitled to any REFERRAL FEE, nor has any rights to compensation from revenue generated through the COMPANY'S individual and direct efforts with its own PROSPECTS, as these relationships and any subsequent transactions were not generated by the REFERRAL PARTNER or any partners, affiliates, associates, representatives and/or assigns through their direct promotions and marketing efforts. If there is a contradiction as to ownership of a PROSPECT, proof of 1st contact date will dictate ownership of the PROSPECT, and then the terms and conditions of this AGREEMENT will dictate how the PARTIES proceed.

This AGREEMENT does not grant the REFERRAL PARTNER exclusive or ownership rights to the COMPANY'S business, or its business development channels, standard operating procedures, branding, marketing, Trademarks, artwork, advertising strategies or material, internal or external sales channel efforts, proprietary information, intellectual property, business strategies or formulations, and the COMPANY holds the right to contract and enter into agreements with other entities to support the COMPANY'S business interests and viability in the marketplace.

6.1 COMPANY Representations and Warranties:

The COMPANY hereby represents they are the rightful owner of all intellectual property or proprietary knowledge ("PROPERTY") to be disclosed to the REFERRAL PARTNER throughout the duration of this AGREEMENT, including but not limited to the COMPANY'S operational strategies, business structure, business model, trade secrets, technology, authorized or protected access codes and/or passwords, sales strategies and business marketing concepts (i.e.: **BUSINESS FINANCING Referral Partner Program by Michael W. Harnett o/a U NEED FUNDS™**), branding, logos, images, artwork, slogans, Trademarks, promotions and marketing material, and the COMPANY holds all rights to enter into this AGREEMENT with the REFERRAL PARTNER.

Upon signing and executing this AGREEMENT the COMPANY agrees to provide, in a timely manner, all necessary documentation, information, knowledge, insights, guidance and support required for the REFERRAL PARTNER and any partners, affiliates, associates, representatives and/or assigns to perform their direct promotions and marketing efforts.

In the event this AGREEMENT is breached by the REFERRAL PARTNER, the COMPANY reserves the right to hold REFERRAL PARTNER responsible legally and/or financially for any losses, damages, injuries to reputation, or any other form of negative outcome that causes financial hardships and/or serious or irreparable harm to the COMPANY resulting from REFERRAL PARTNER'S negligent or misguided actions and/or the actions of any partners, affiliates, associates, representatives and/or assigns of the REFERRAL PARTNER.

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6.2 REFERRAL PARTNER'S Representations and Warranties:

The REFERRAL PARTNER agrees during the term of this AGREEMENT, and perpetually thereafter, to protect and never disclose any PROPERTY that may be disclosed to the REFERRAL PARTNER by the COMPANY throughout the duration of this AGREEMENT including but not limited to the COMPANY'S operational strategies, business structure, business model, trade secrets, technology, authorized or protected access codes and/or passwords, sales strategies and business marketing concepts (i.e.: **BUSINESS FINANCING Referral Partner Program by Michael W. Harnett o/a U NEED FUNDS™**), branding, logos, images, artwork, slogans, Trademarks, promotions and marketing material.

In the event of any action(s) by the REFERRAL PARTNER that breach this AGREEMENT or that may threaten the COMPANY and/or its PROPERTY the REFERRAL PARTNER shall notify the COMPANY immediately and will work to help the COMPANY resolve any issues arising from such a breach, as well as help resolve the breach itself. If any of the REFERRAL PARTNER'S partners, affiliates, associates, representatives and/or assigns, if applicable, or the REFERRAL PARTNER'S negligence should cause any injury, loss, damage or any negative outcomes, including financial, market reputation or otherwise to the COMPANY and/or its PROPERTY, the REFERRAL PARTNER is liable for any losses the COMPANY may sustain, and the COMPANY holds the right to take any legal action necessary to remedy the situation.

Governing Body

Any disputes that may arise out of this AGREEMENT will be governed by the ruling of a Canadian Court of Law, in the Country of Canada, relating to any and all Municipal, Provincial, Canadian and/or International Law issues.

5. Severability

If any term or condition of this AGREEMENT is held by a Canadian Court of Law to be invalid or unenforceable, then this AGREEMENT, including all the remaining terms and conditions and parts thereof, will remain in full force and effect, as if such invalid or unenforceable term or condition had never been part in this AGREEMENT.

6. Survivability

If at any point one or more terms and conditions within this AGREEMENT are deemed to be unenforceable or void, the parties agree to substitute a similar term or condition to replace the defective one with an amendment to this AGREEMENT.

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7. True Loan Value

True Loan Value shall, for the sake of this AGREEMENT, be the value of a successfully executed loan transaction, as determined by the LENDER. The REFERRAL FEE is not calculated on any shipping, handling, processing or transaction fees (i.e.: lender fees, funds transfer fees, etc.) that are part of the loan transaction, and the REFERRAL FEE is also not calculated on any applicable sales or other mandatory government and/or industry taxes or fees that may be part of servicing the loan transaction.

8. Referral Fee Payouts

The COMPANY agrees to track the True Loan Value from all successfully executed loan transactions, as well as provide the REFERRAL PARTNER with a summary of all completed transactions, inclusive of total REFERRAL FEE payout amount due to the REFERRAL PARTNER, and the REFERRAL FEE will be paid in Canadian funds, as based on True Loan Value, and the COMPANY shall conduct regular audits of all REFERRAL FEES owed TO REFERRAL PARTNER based on all successfully executed loan transactions. The audit will be at the COMPANY'S own expense.

9. Indemnity

Except in the instance of a breach of this AGREEMENT neither party shall be held liable for any injuries, loss, damages, or costs any third-party individuals may incur from this AGREEMENT resulting from another entity's actions.

10. Termination

At any time during this AGREEMENT either party may, with written notification, request to terminate this Agreement.

The following will automatically terminate this AGREEMENT:

Breach of AGREEMENT in general, including responsibilities as outlined for each PARTY

Bankruptcy or Dissolution of business entity by either PARTY

Failure to comply with the confidentiality, terms and conditions of the AGREEMENT itself

Breach of supply chain agreement resulting in permanent supply chain disruption, and/or acts of God, War or other life altering or catastrophic events that's out of each PARTY'S control.

Death or severe health issues resulting in partial or complete incapacitation of either PARTY.

11. Waiver

The failure to enforce or uphold any aspect of this AGREEMENT shall not constitute a waiver of any other aspect of this AGREEMENT.

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12. Notice

All notifications regarding this AGREEMENT shall be delivered either in person, via courier, or via certified mail to the addresses listed herein, or by electronic email transfer to the email address listed herein.

13. Entire AGREEMENT

This AGREEMENT, as well as any SCHEDULES attached or accompanying this AGREEMENT, shall for all considerations be the full and entire AGREEMENT. Furthermore, this AGREEMENT will take precedence over all previous AGREEMENTS including, but not limited to any oral or written agreements or communications in any form or format between the PARTIES of this AGREEMENT.

SEE PAGE 9 FOR 'SIGNATURE PAGE' OF THIS AGREEMENT

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Both signing officers of the PARTIES duly warrant their legal authority to sign and execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed as of the date set forth within.

Dated this **00TH** day of **INSERT MONTH, 0000**

Signing Officer Name:

Signing Officer Title:

Legal Business Name:

Primary Business Address:

Direct Phone:

Direct Email:

Authorized Signature: _____

Signing Officer Name: **Michael W. Harnett**

Signing Officer Title: **Founder & CEO**

Legal Business Name: **Michael W. Harnett o/a U NEED FUNDS™**

Primary Business Address: **48 Finlay Road, Barrie, ON Canada L4N 7T7**

Direct Phone: **1-905-359-8109**

Direct Email: **unneedfunds@gmail.com**

Authorized Signature: _____