

NeuFinance

NeuFinance Capital Referral Agreement

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This Referral Agreement is made and entered into this ____ day of _____, ____ by and between _____ whose address is, _____ its affiliates and subsidiaries are collectively referred to herein as (the Referral), and NeuFinance whose address is 115 Pacific Ave, Suite 114, Tacoma, WA 98404, herein be referred as (“NeuFinance ”), hereinafter collectively referred to as the “Party/Parties.”

NOW THEREFORE, the parties agree as follows:

1. **Referral.** Referral has a direct client-customer-prospect or Referral client customer-prospect that desire various financial services from NeuFinance, or its Funding Source Network introduction and transactions of either a single investor, several investors, institutions, banks, advisory’s, credit enhancements, finance brokers, consultants, venture capitalist, private equity, or any fund herein be referred as (the “Funding Source”)
2. NeuFinance will attempt with no guarantee to provide financial services, introductions, and transactions to Referral-client-customer-prospect or Referral Source client-customer-prospect with NeuFinance or Funding Source for the Referral or its Referral Source, in return for which NeuFinance will compensate the Referral a, (“Fee”).
 - a. ***Referral agrees to and will promptly identify in writing to NeuFinance if a transaction of any kind comes from another Referral Source.***
(*Initial* _____) Any agreements or arrangements made by Referral to an outside referral source will become and be the total responsibility of the Referral. (*Initial* _____)

b. *Referral agrees that NeuFinance will have direct access and communication with Referral's direct client-customer-prospect or Referral's client customer-prospect while under this Agreement. Initial _____)*

3. **Compensation.** In consideration for the Referral client-customer-prospect by the Referral to NeuFinance a fee of twenty-five percent (25%) of any commission paid to NeuFinance or collected by NeuFinance upon a closed financial transaction by NeuFinance or NeuFinance's funding sources. The Referral fee for any in-house closed transaction will be determined on a case by case basis and agreed to in writing with an exhibit "A" attachment to and made part of this agreement.
4. **Non-Circumvention from NeuFinance** agrees not to enter into business relations with clients concerning the Referral, without providing for the compensation of the Referral with attached exhibits made part of this agreement. Each client will be registered on behalf of the Referral and be recognized as a Referral client forever.
5. **Non-Circumvention From Referral.**

5.1 Referral understands, acknowledges and agrees that NeuFinance has placed considerable time, money and other corporate resources in developing a network of various Funding Sources for various financial products and that the business relationship established by NeuFinance with its network is vital and important to the continuing business of NeuFinance.

5.2 Referral acknowledges that in the process of NeuFinance presenting Referral client-customer-prospect to Funding Source for potential financial products or transactions, that the Referral may be given the identity of Funding Source.

5.3 Referral further acknowledges, agrees and understands that for the period commencing with the date that NeuFinance presents to its Funding Source and client-customer-prospect, whether or not any financial services or products are ultimately provided to the Referral client-customer-prospect, to five years either (a) after the introduction by NeuFinance to its Funding Source, in the event that no financial services are provided or (b) 5 years after the expiration of any and all obligations for any financial services, transactions or products provided by Funding source to Referral client-customer-prospect, that Referral shall not directly or indirectly seek to establish any type of financial, business or other relationship with NeuFinance's Funding Source, no matter where NeuFinance's Funding Source shall be geographically located.

5.4 Referral further acknowledges, agrees and understands that the restriction contained in the immediately preceding paragraph is reasonable as to time and space, especially in light of the characteristics and nature of the financial services industry.

5.5 In the event that any working capital, line of credit, equipment leasing, equity product, stream payment cash out, loan product, accounts receivable line of credit, any factoring-invoice financing, purchase order-trade finance product, debt collection or loan processing services, any asset lease back, real-estate sale or lease is transacted, completed, or closed by the Referral, either directly or with a third party, with a Funding Source of NeuFinance that Referral knew or should have known was a Funding Source of NeuFinance, whether said financing is written accidentally or intentionally, the Referral agrees to (a) compensate NeuFinance with a fee equal to five percent (5%) of the amount financed, which amount is deemed to be reasonable liquidated damages as loss of a bargain and not as a penalty and (b) to immediately cease and desist from engaging in further business transactions with the Funding Source. This restriction shall apply to any add-on, renewal or extension of any existing transactions or agreement and it is understood that this is intended to original agreements as well as any add-on, renewals or extensions of previously placed transactions or agreements.

5.6 NeuFinance agrees and acknowledges that the above restrictions contained in paragraphs above do not apply to any Funding Source with whom the Referral has had a relationship that can be proven to exist prior to the introduction by NeuFinance to Referral of the subject-Funding Source. A relationship is defined as having previously completed transactions or agreements, it being understood that prior telephone, electronic or written communication only is not sufficient to have established a prior relationship.

5.7 NeuFinance states and Referral acknowledges that the agreements of Referral hereunder are a material inducement to the decision of NeuFinance to refer Funding Sources to Referral for its clients-customers-prospects and the Referral breach of the terms of this Agreement will create irreparable harm for which money damages may not be adequate. Accordingly, Referral acknowledges that in the event of a violation of the terms and conditions of this Agreement by Referral, that equitable remedies, such as an injunction, shall be appropriate.

5.8 Referral will take appropriate steps to protect the interest of NeuFinance through collateral agreements with their business associates that are ipso facto, indirect parties to this agreement. It is the understanding of the parties that Referral will

take appropriate action to protect the interests of NeuFinance so that any of NeuFinance sources

of funds will realize the proprietary nature of the business relationship that NeuFinance has established with its Funding Sources.

6. Non-Disclosure From Parties

6.1 The Referral acknowledges and agrees not to disclose or otherwise reveal to any third party any information it may receive by any manner by Referral from NeuFinance, and it be known as Proprietary Information, confidential, and privileged without the written consent of use by NeuFinance. “Proprietary Information” shall mean all confidential, sensitive or proprietary information and trade secrets of NeuFinance hereto which is disclosed in whatever form transmitted, whether now existing or hereafter acquired or developed, including, without limitation, programming, advertising and distribution concepts, business plans, working methods, investments, materials, processes, programs, designs, drawings, names and relationships with current or potential vendors, dealers, lenders, funding sources, underwriters, and other third parties, contractual arrangements, profit formulas, experimental investigations, studies, current or potential customer names and requirements, current or potential professional associations or contacts, information provided by any affiliates, officers, directors, shareholders, representatives, agents, successors and assigns of NeuFinance or by third parties on a confidential basis and similar other non-public or otherwise confidential, sensitive or proprietary information.

6.2 Proprietary Information shall not include any information disclosed by a party that (a) is already known to the receiving party at the time of its disclosure, provided that such information is not known by the receiving party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing party or another party or (b) is or becomes publicly known without breach of any obligation of confidentiality of the receiving party or any third party.

6.3 Referral’s Proprietary Information provided shall be used only for the purpose of providing financial services, introductions, and transactions. NeuFinance may transmit the Proprietary Information to their attorneys, advisors, accountants, agents, consultants, directors, officers, operating lines managers, portfolio managers, funding sources, lenders, and underwriters who need to know the Proprietary Information.

6.4 All Proprietary Information disclosed under this Agreement in tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) shall be and remain the property of NeuFinance. Upon the termination of this agreement, or upon request of NeuFinance if sooner, all such Proprietary Information shall be returned to NeuFinance promptly or shall be destroyed by Referral who shall provide evidence satisfactory to NeuFinance of the destruction of such material and shall not thereafter be retained in any form by the Referral.

6.5 Notwithstanding the foregoing, in the event that a Referral becomes legally compelled to disclose Proprietary Information to the extent practicable under the circumstances, provide NeuFinance with written notice thereof so that NeuFinance may seek a protective order or other appropriate remedy. In any such event, the Referral will disclose only such information as is legally required and will exercise reasonable efforts to obtain proprietary treatment for any Proprietary Information being disclosed. This Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements; (b) may not be amended or in any manner modified except in writing signed by the parties; (c) shall be binding upon the parties hereto and their respective employees, agents, successors and permitted assigns; and (d) shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law provisions.

- 7. Indemnification.** Referral agrees to indemnify, defend and hold NeuFinance its affiliates, officers, directors, shareholders, representatives, agents, independent contractors, successors and assigns harmless from and against any and all losses, liabilities, claims, or damages and expenses, including reasonable fees and expenses of counsel, to which Referral or its affiliates, officers, directors, shareholders, representatives, agents, independent contractors successors and/or assigns become subject in connection with or arising from the negligence or will full misconduct by a Referral.
- 8. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any dispute, action or claim under this Agreement shall be resolved, to the exclusion of all other forums, in the state or federal courts of Pierce County, State of Washington, United States of America.

9. Cost and Attorneys Fees. In the event of a dispute under this Agreement, the prevailing Party shall be entitled to collect all costs it incurs in enforcing this Agreement, including reasonable attorney’s fees, from the other Party.

10. Counterparts. This Agreement may be executed in one or more counterparts, the originals (or facsimile and digital transmissions of such originals) of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the within Agreement has been executed by a duly authorized officer and representative of each party who has signed it after all due corporate authority had been granted to each signatory on the date indicated below and shall be binding upon and inure to the benefit of each party’s respective successor and assign.

NeuFinance (“NeuFinance”)

Referral

By _____

By _____

Printed Name: John Neuffer

Printed Name: _____

Title: President

Title: _____

Date _____

Date _____