

FundingEdge & Power2Fund

Commercial Real Estate & Business Finance

WELCOME TO OUR AFFILIATE/BROKER PROGRAM

FundingEdge & Power2Fund specializes in Business and Commercial Real Estate Financing.

We facilitate financing for A-D Credit borrowers and have been able to create a strong niche in helping those with less than perfect credit. Our goal is to match your client with the best program to meet their financing needs.

- **Commercial Real Estate Loans** (Soft Money, Conventional, Bridge & Private Money)
- **Oil & Gas Royalty Loans** (Nationwide & Canada)

If you are not sure about your client's qualifications, feel free to email us your client's basic information and financing requirements, we will analyze their situation and determine what program best fits their needs.

We ask that you have clients complete & sign either a Real Estate App or Oil & Gas Royalty App (along with Identification & Digital Photos of Property). **This will significantly streamline processing and in determining what programs your client may qualify for.*

Included in this packet are affiliate/broker forms that need to be completed (fill out what is applicable).

If you have questions, feel free to contact our corporate offices at:

FundingEdge & Power2Fund

- Physical Address: 136 Old San Antonio Road, Suite 206, Boerne, TX 78006
- Alternative Mailing Address: 24165 IH-10 West, Suite 217-281, San Antonio, TX 78257
- Phone: (830) 331-4030 & (210) 249-2111
- Fax: (210) 280-0069
- **Customer Service or Management:** cs@fundingedge.com or cs@power2fund.com
- **Submitting Apps or Questions:** newapps@power2fund.com **Atten: Ronda*
- ✓ **Broker Coordinator** is **Ashley Wachel** ashley@power2fund.com or ashley@fundingedge.com. Please forward completed & signed packets w/ ID, to her attention. **WET INK** Signatures.

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AFFILIATE / BROKER PACKET

To be considered for the FundingEdge Affiliate/Broker Program the following forms must be completed and fully executed:

- Affiliate / Broker Information Sheet
- Mutual Non-Circumvention and Non-Disclosure Agreement
- General Understanding Letter
- Payout Memo
- Affiliates / Brokers and Referral Fees
- W-9
- The Application must be submitted with one (1) form of Identification. The Identification must be a Driver's License or Passport. *If possible enlarge the copy of Identification.*

All forms are to be reviewed, completed & signed. Forms may be returned either snail mail, faxed or emailed to the following:

FundingEdge & Power2Fund

Attn: Affiliate /Broker Services

- 136 Old San Antonio Road, Suite 206, Boerne, TX 78006
- *Alternate address: 24165 IH-10 West, Suite 217-281, San Antonio, TX 78257
- eFax: (210) 280-0069
- Customer Service/Mngmnt: cs@fundingedge.com or cs@power2fund.com
- Submitting Apps or Questions: newapps@power2fund.com *Ronda

If you have any questions, please feel free to contact us at (830) 331-4030 or (210) 249-2111.

Respectfully,

FundingEdge Management

AFFILIATE / BROKER INFORMATION SHEET

General Broker Information (Fill Out All That Applies)

Company Name: _____

Legal Description:

Sole Proprietorship____, Partnership____, C-Corp____, Sub-S Corp____, LLC Corp____, Other_____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____ Title: _____

Additional Contact #s: _____

Type of Entity: _____ Fed ID No: _____

Number of Years Company has been in business: _____ Number of Employees: _____

Geographic Market: _____

List Any Professional Licenses held and State issued: _____

Specialties: _____

Email(s): _____

Principal Information (Fill Out All That Applies)

Name: _____ Social Security #: _____ - _____ - _____

Home Phone: _____ D.O.B.: _____ - _____ - _____ Ownership %: _____

Home Address: _____ State: _____ Zip: _____

Name: _____ Social Security #: _____ - _____ - _____

Home Phone: _____ D.O.B.: _____ - _____ - _____ Ownership %: _____

Home Address: _____ State: _____ Zip: _____

References (2)

Company Name Phone Number Contact Name

Company Name Phone Number Contact Name

Company Name Phone Number Contact Name

I/We completed an application containing certain information and certify that all of the information is true and complete. The undersigned hereby authorizes FundingEdge and/or Power2Fund and/or it assigns to obtain such information as it may require in order to verify the information provided on this application.

Signature Printed Name & Title Date **2019**

Signature Printed Name & Title Date **2019**

- The above Application must be submitted with one (1) form of Identification. The Identification must be a Drivers License or Passport. Enlarge the copy of Identification.

MUTUAL NON-CIRCUMVENT AND NON-DISCLOSURE AGREEMENT

THIS NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT, (hereinafter referred to as the "AGREEMENT"), is made and entered into on this _____ day of _____, **2019** between **FUNDINGEDGE AND/OR POWER2FUND** and _____ / _____,

Individuals Name

Company Name

(Herein referred to as "**Parties**"); hereby agree and certify that;

WHEREAS, the Parties are mutually desirous of entering into various business transactions in cooperation with one another for their mutual benefit;

WHEREAS, it is agreed that neither of the Parties will contact in any manner or disclose in any manner any third party or entity introduced, located or identified by the other party to this Agreement;

WHEREAS, it is agreed that this Agreement covers all third party contacts as described above and covers all transactions involving joint ventures, partnerships or entities, division(s), subsidiaries, employers, agents, consultants, or otherwise, including but not limited to, all projects, business ventures, banks or lending institution, trust, corporation, securities firm, or individual lender, borrower, buyer or seller introduced by the Parties hereto separately or individually.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions and agreements set forth herein, the Parties hereto stipulate and agree as follows:

ARTICLE I

The *Parties hereby agree that they will not make any contact* with, communicate with, deal with, or otherwise be involved in any transaction(s) with any persons, entities, associations, banking or lending institutions, trusts, corporations, companies, individuals, lenders or borrowers, buyers or sellers, or any third party to this Agreement, *without first obtaining the express, specific written consent* of the introducing, locating or identifying party.

ARTICLE II

This *Agreement is to be in effect for five (5) years from the date executed by both parties and is to be applied to any and all transactions*, but not limited to any subsequent follow-up, repeat, extended, or re-negotiated transactions, as well as to any initial transactions, regardless of the success of the project. The Parties hereby agree and confirm that the identities of the banks, lending institutions, investors, corporations, individuals, trusts, lenders, borrowers, buyers, sellers or any other third parties identified, located or *introduced are currently and in the future, the exclusive and sole property of the introducing, identifying, or locating Party.*

ARTICLE III

The parties hereby agree to keep completely confidential and not disclose the names of any banks, lending institutions, investors, corporations and individuals or groups of individuals, lenders or borrowers, buyers or sellers, or any other third party introduced, located or identified by any of the Parties to this Agreement or the associates to any third parties whatsoever. Such identity, shall remain confidential and shall include, but shall not be limited to, any telephone numbers, addresses and telex, or fax numbers, or other pertinent information, etc. *All such information shall also be considered the trade secrets of the locating, identifying or introducing Party and shall not be disclosed without the express written consent of such Party.*

ARTICLE IV

It is understood *that this agreement is a reciprocal and mutual one between the Parties concerning their privileged information contacts.* The Parties further promise, warrant, and covenant that they will act in good faith toward each other and in the performance of this Agreement or otherwise.

Initials _____ Date **2019**
Signatory

ARTICLE V

It is also understood that neither Party can be considered or adjudged to be in violation of this Agreement when a violation is involuntary or due to situations beyond his/her/their control; some examples being, but not limited to: acts of God, such as flood, earthquake, or disaster; or prior knowledge or possession of the information without the intervention or assistance of one or more of the Parties.

ARTICLE VI

The Parties to this Agreement shall include all officers, directors, employees, shareholders, agents or partners of any corporation, partnership, sole proprietorship or individual which execute(s) this Agreement. Parties shall also include any related or affiliated corporation(s) division(s) subsidiaries, or partnership(s), employee(s), consultant(s), principal(s), agent(s), associate(s), business relation(s), assignee(s), family or heirs or any other third party in the Agreement.

ARTICLE VII

The Parties to this Agreement further agree that no effort shall be made to circumvent this Agreement, or the terms thereof in an effort to gain fees, commissions, remuneration or considerations of any kind for the benefit of one Party to this Agreement or to exclude the other Party to this Agreement of such a benefit. The parties agree that in the event of circumvention, either directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service fee it should realize from such a transaction(s). This payment will also, additionally, include all reasonable legal expenses involved in the recovery of these funds

ARTICLE VIII

This Agreement shall in no way be construed as a partnership among the Parties, or a co-brokerage among the Parties, nor shall any Party be liable to the other Party for said other Parties' commitments or liabilities of any kind, business or personal, whatsoever.

ARTICLE IX

Signed *facsimile transmissions of this document* shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract. This agreement will be governed and construed in accordance with the laws of the State of Texas (USA). The parties agree that any controversy arising from this Agreement shall be litigated in a court of competent jurisdiction in either Bexar County or Kendall County, Texas. If any provision(s) or portion of this agreement is deemed illegal or unenforceable it shall not affect the enforceability of the remaining provisions.

2019

Signature:

Date

Print Name

Company

GENERAL AFFILIATE/BROKER LETTER OF UNDERSTANDING

(FOR ALL AFFILIATE AND BROKERS)

To meet guidelines and requirements set forth by our lenders and corporate officers in regard to Affiliates and Brokers that submit financing requests, we ask that all Affiliates and Broker acknowledge the following when dealing with FundingEdge:

As a member of the FundingEdge and/or Power2Fund Affiliate/Broker Team:

- I/We certify that all information that has been sent or to-be-sent to FundingEdge or Power2Fund is/will be true and complete to the best of my/our knowledge. Furthermore, if I/We become aware that any of the information or documents provided (by Affiliate, Broker or Client) is NOT true and correct, I/We pledge to notify FundingEdge or Power2Fund immediately.
- I/We understand and agree that FundingEdge or Power2Fund reserves the right to verify any information provided.
- I/We understand that all Documents and/or Forms that require a client's signature are to be signed by the client, NOT the Broker. *If the Affiliate, Broker or other representatives has a "Power of Attorney" (or similar document) they are to notify FundingEdge or Power2Fund prior to signing any documents or forms on the client's behalf.*
- I/We understand that all Applications require the personal information section to be completed, even if the Financing request being submitted is for "Corp Only" or Non-Recourse.
- I/We understand that FundingEdge or Power2Fund *(for most programs)* will make direct contact with my/our client. *FundingEdge or Power2Fund will make all reasonable efforts to keep the Affiliate / Broker updated on a regular basis and in no way will FundingEdge or Power2Fund attempt to circumvent the Broker.*

I have read, understand and acknowledge the above General Letter of Understanding.

Company Name

Signature

Printed Name & Title

Date

2019

Signature

Printed Name & Title

Date

2019

FundingEdge & Power2Fund

Commercial Real Estate & Business Finance

MEMO

(effective through 2019)

Updated - January 4, 2013

October 6, 2003

To: All Program Managers
(Real Estate, Leasing, Lines of Credit, Sale Lease Back, Cash Advance and Factoring/Purchase Order Financing)

From: Ron Hubbard, Managing Member

Re: Payout of Broker and Affiliate Fees

In an attempt to standardize policy through-out the company regarding fees paid out to Brokers and Affiliates: Starting Monday October 13, 2003 the following will be standard policy for all programs:

Timing of Payout

Payout checks to Brokers and Affiliates will be cut once a week (Wednesdays). For all funds received by 2:00 PM Wednesdays, checks will be cut and sent out accordingly. If funds are not received by 2:00 PM on Wednesday the check for fees due will be cut and sent the following week.

Note: Normal policy when receiving payment directly from clients is for payment to be made via certified funds. If client does not make payment via certified funds a 10-day Hold will be put on the payout to insure the funds from the client have cleared.

Request for Overnight Delivery

Normal procedure is to send checks via regular mail. If a Broker or Affiliate requests the check be sent via overnight delivery a charge of \$30.00 will be applied.

Please inform your Brokers and/or Affiliates accordingly.

Respectfully,

Ron Hubbard

Manager Member

Broker / Affiliate Acknowledgement _____

Print Name

Signature

Date

2019

AFFILIATE / BROKER AND REFERRAL FEES (2013-2019)

THIS AGREEMENT is made between _____, hereinafter known as "**Affiliate/Broker**" and **FundingEdge or Power2Fund** hereinafter known as "**FE**".

The following is the Fee Schedule for Affiliate/Brokers that send clients.

Paid as an Affiliate/Broker:

(REAL ESTATE FINANCE PROJECTS) Affiliates/Brokers that send clients to FE are asked to advise FE if they would like to be included in fees that FE charges or if there is a separate fee agreement in place. If Affiliate/Broker would like to be included in fees that FE charges we ask that the affiliate/broker indicates points requested on the transaction when initially submitting the request. The Real Estate Application has an area at the top to clearly write this.

Keep in mind that programs may be limited in points charged (especially full doc). Most affiliates/brokers keep points requested to 1 - 2 on average. We recommend focusing on volume vs. high points on a select few. The goal is repeat customers and referrals.

Default Payment Arrangement: On clients / projects 1 - 5 that are Funded, the Affiliate/Broker is paid Thirty Percent (30%) of the Net Fees made by FE. After the 5th project is funded in any calendar year, the Affiliate/Broker moves to Fifty Percent (50%) of the Net Fees made by FE. Note: the 50% starts on the 6th Funded client (project) and is NOT retro-active. NO DOUBLE DIPPING, unless agreed upon with FE prior.

(BUSINESS FINANCE PROJECTS) *(Such as Cash Advances, PO/Contract Financing, Accounts Receivables Financing, Equipment Leasing, Sale/Leasebacks, Lines of Credit).* Affiliates/Brokers that send clients to FE for business financing as indicated above are paid on a sliding scale, based on the number of projects that FE has funded for the Affiliate/Broker. An "Affiliate/Broker Fee" is paid when an Affiliate/Broker provides a completed application and obtains other needed information FE requires to provide financing for the Affiliate/Broker's client. On clients / projects 1 - 5 that are Funded, the Affiliate/Broker is paid Thirty Percent (30%) of the Net Fees made by FE. After the 5th project is funded in any calendar year, the Affiliate/Broker moves to Fifty Percent (50%) of the Net Fees made by FE. Note: the 50% starts on the 6th Funded client (project) and is NOT retro-active.

(Paid as Referral) Ten Percent (10%) of the Net Fees made by FE. A Referral Fee is paid when minimal information is given to FE by the Broker and FE basically does all the work.

Non-Circumvention. The Parties (FE and Affiliate/Broker) hereby agree that they will not make any contact with, communicate with, deal with, or otherwise be involved in any transaction(s) with any persons, entities, associations, banking or lending institutions, trusts, corporations, companies, individuals, lenders or borrowers, buyers or sellers, or any third party to this Agreement, *without first obtaining the express, specific written consent* of the introducing, locating or identifying party. The Parties agree that this agreement is in place for a period of five years.

Independent Contractor Status. FE and Affiliate/Broker are acting as Independent Contractor(s), and nothing contained in this Agreement or in this relationship between Affiliate/Broker and FE, shall be deemed to constitute a partnership, joint venture, or any other relationship, except as limited by the terms of this Agreement.

Governing Laws. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement.

Affiliate / Broker's Signature & Printed Name

Date

2019

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Zero Tolerance Loan Fraud Policy

FundingEdge utilizes stringent processing procedures to combat loan fraud and identity theft.

NOTICE: ANY SUBMISSION OF INFORMATION TO FUNDINGEDGE KNOWINGLY CONTAINING FALSE INFORMATION IN CONNECTION WITH A LOAN and/or FINANCING APPLICATION IS A FEDERAL CRIME.

Mortgage fraud means a material misstatement, misrepresentation, or omission relied upon FundingEdge and/or Power2Fund to process financing and/or loan.

Such mortgage fraud included, but is not limited to:

- False information contained in identification and employment documents
- False mortgagee or mortgagor identity
- Fraudulent appraisals or valuations
- Theft of custodial funds
- Inaccurate payoffs
- Misrepresentation of borrower funds
- Falsely inflating property values
- False financial statements
- False misrepresentations

Possible mortgage/financing fraud means FundingEdge & Power2Fund has a reasonable belief, based upon a review of information available, that mortgage fraud may be occurring or has occurred. It is the intent of FundingEdge & Power2Fund to have zero tolerance loan fraud policy ("Policy") to support the industry's and law enforcement's efforts to eradicate commercial private mortgage loan/first trust deed fraud. Accordingly, by doing business with FundingEdge or Power2Fund, the borrower, broker, realtor shall be directly responsible for the actions performed in the course of doing business with FundingEdge or Power2Fund and for maintaining compliance with this policy. Although loan/finance fraud may be perpetrated in many forms, some of the most common examples are shown below.

- Identity theft
- Submission of inaccurate or misleading information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of the real property;
- The alteration or forgery of otherwise predominately accurate information;
- Inaccurate representations of current occupancy;
- Lack of due diligence or concern by borrower, realtor, broker, loan officer, including failure to obtain or divulge all information required by the application. This could include the failure to disclose any relevant or pertinent information known which could negatively impact the lending decision.

The above is understood:

Printed Name: _____ Signature: _____ Date: _____ 2019