

INDEPENDENT SALES OPERATOR AGREEMENT

This Independent Sales Operator Agreement ("Agreement") is entered into by and between [TailoredEx L.L.C.], located at [1200 Brickell Ave. Ste 1950 #1108 Miami FL. 33131] hereinafter referred to as ("Company") and [_____], an independent sales operator located at [_____], hereinafter referred to as ("Operator").

This agreement is made and entered into effect on this [_____].

RECITALS

Section 1.1 -

WHEREAS, Company wishes to engage Operator as a contracted independent sales operator;

WHEREAS, Operator wishes to accept such engagement;

WHEREAS, the Operator wishes to sell and market the Company's product, and the Company wishes to engage the services of the Operator in this regard;

WHEREAS, the Company and the Operator desire to enter into this agreement to set forth the terms and conditions for their relationship;

WHEREAS, Operator wishes to promote all loan programs, assist with their implementations and refer potential Prospects to Company that may wish to engage in loan programs, all subject to the terms hereof.

WHEREAS, Operator hereby accepts the appointment by Company as the authorized Sales Operator of Company subject to the terms and conditions hereof.

NOW, THEREFORE this Agreement witnessed that in consideration of the mutual covenants by each of the parties hereto, the parties agree as follows:

APPOINTMENT OF OPERATOR

Section 1.2 - The Company hereby agrees to appoint the Operator, and the Operator hereby agrees to serve, as an independent sales operator.

Section 1.21 - Operator will market and promote all loan programs and assist potential Prospects ("Prospect") interested in participating in any loan program, completing and submitting to Company an application, in a form acceptable to Company or provided by Company.

Section 1.22 - Operator who assists in completing and submitting an application for a loan Program to Company shall:

- a) Compliance. Operator agrees to comply with any and all policies and guidelines established by Company, which are subject to amendment from time to time. and is compliant with all state and federal laws that may be applicable to performance of this Agreement.
- b) Compliance with all applicable laws. Operator shall comply with all applicable laws, rules and regulations, including without limitation those governing privacy and data protection, as they may be amended from time to time.

- c) Compliance with California Finance Laws. Operator agrees to comply in full with the law requirements, rules, and policies, including retaining or operating under a finance broker license when engaging in solicitation of any loan program to residents or businesses residing in the State of California. The California Financing Law (Fin. Code, § 22000 et seq.) requires the licensing and regulation of finance lenders and brokers making and brokering consumer and commercial loans. <https://dfpi.ca.gov/california-financing-law/california-financing-law-about/#Who>
- d) Operator shall not be the only or exclusive sales Operator for Company may, at its sole discretion retain the services of other sales Operators.
- e) Operator shall work as an independent sales operator for the Company in accordance with the terms and conditions of this Agreement.
- f) Operator shall solicit sales of the Company's products and services and execute sales transactions in a professional, timely manner.
- g) Operator shall maintain and promote the highest standards of ethical conduct in its dealings with the Company, its affiliates and customers.
- h) Operator shall be responsible for all taxes and liabilities incurred in the performance of services under this Agreement.
- i) Company will evaluate and, in its sole discretion, accept or deny any applications applied by Operator.
- j) Merchant application and agreement. Only such marketing and promotional material that has been produced by Company or approved by Company in advance in writing may be presented by Operator to a prospective Merchant. Said marketing and promotional materials must include a Merchant Application, in a form prescribed or supplied by Company, and subject to revision and/or amendment at Company's discretion, including the "Merchant Agreement".
- k) Operator covenants. During the term hereof, and so long as it is bound by the noninterference provisions hereof it shall.
- l) Conduct. Operator shall act in such a way as to not cause any direct or indirect damage to the business or name of Company or any of its affiliates.
- m) Loan Programs. Operator shall accurately describe the Loan Programs.
- n) Merchant Changes. Operator shall Immediately inform Company of any changes in the address, ownership of business or operations of itself or of any Merchant upon knowledge of such information.
- o) Documents. Operator shall deliver to Company all documents required to form a complete Merchant Application, including, without limitation: Application Form, voided Merchant check, Merchant statements, and any other documents required according to Company guidelines, such as they may be amended as deemed necessary by Company.
- p) Promotional Materials. Operator shall not use any promotional material for any loan Program, or any other reason, not supplied by Company that bears the Company name and/or logo without prior written consent from Company.

Section 1.23 - In the course of carrying out its obligations hereunder, Operator shall clearly identify itself with its own corporate name, while also clearly disclosing to all third parties that it is an authorized Operator of Company for the promotion of the Program.

SCOPE OF SERVICES

Section 1.3 - The Operator shall be responsible for selling and marketing the products of the Company. The Company shall provide the Operator with the necessary materials, including, but not limited to, samples, sales literature, advertising materials, and promotional items.

Section 1.31 - The Company hereby engages the Operator to perform the following services:

- a) Generate leads and referrals;
- b) Market and promote the Company's products and services;
- c) Assist with the implementation of promotional and marketing campaigns;
- d) Comply with all applicable laws and regulations; and
- e) Perform all other tasks that are related to the services specified herein.

RELATIONSHIP OF THE PARTIES

Section 1.4 - This Agreement does not create an employment relationship between the Company and the Operator. The Operator is an independent contractor and is solely responsible for their own taxes, insurance, and compliance with all applicable law. The relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between Operator and Company intends no contract of employment, express or implied, with either Operator or any Operator Party; neither Operator nor any Operator Party shall make any representations to the contrary. Neither Operator nor any Operator Party has obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. Operator agrees that it shall be solely responsible for the purchase and maintenance of employment or workers compensation insurance coverage and all taxes related to its employees, and that Company shall have no responsibility for any such liabilities.

Section 1.41 - Authority of Operator. Under no circumstances shall Operator have any right, in the course of carrying out its obligations hereunder, to offer or present any material (printed, electronic or otherwise) with any Company mark to any prospective Merchant, actual Merchant or any other third party that has not been supplied by Company or approved in advance in writing by Company.

Section 1.42 - Only Company is authorized to accept, ratify or finalize any Merchant Agreement and include a Merchant in the Program. Company may, at its sole and absolute discretion decline to accept any Merchant application for any reason whatsoever. Under no circumstances shall Operator hold out that it has any right to accept or decline a Merchant application for a Merchant Agreement nor shall it hold out or represent to any third party that it has the right to;

- a) Accept any Merchant Agreement or modify said Merchant Agreement in anyway.
- b) Accept a Merchant into the Program.
- c) Bind Company legally or otherwise. No Agreement made by or through Operator or its affiliates shall be legally or otherwise binding on Company until accepted in writing by a duly authorized officer of Company.
- d) Operator shall be solely responsible for any and all expenses incurred by Operator in performance of services hereunder including, but not limited to, expenses related to any Operator employees or consultants.

- e) Operator acknowledges and agrees that Company may, at its sole discretion amend the terms of the Program, including, without limitation the pricing thereof and the amounts of Compensation payable hereunder without prior notice to or consent from Operator.

Section 1.43 - Solicitation. Operator must not cause or solicit a Merchant to terminate or alter its credit card processing to another bank or processor, which has no contractual affiliation with Company or any of its affiliates.

Section 1.44 - Additional Capital. Must not offer any other working capital product to a Merchant after it has been funded by Company Lending affiliates.

Section 1.45 - assignment; successors; amendments. Operator may not assign any right or obligation under this agreement to any third party without prior written consent of Company may assign its rights and obligations hereunder with notice to the Operator. This Agreement shall inure to the successors and permitted assigns of the parties hereto. With the exception of amendments to the Program and Compensation which may be made at the discretion of Company, this Agreement may be amended only by a written agreement executed by both parties hereto. Operator shall obtain consent from Company prior to any transfer of all or substantially all its assets or shares, failing which Company may terminate this Agreement and the rights of Operator hereunder.

COMPENSATION/PAYMENT

Section 1.5 - Compensation. The Company and Operator will share the commission, from hereinafter (the "Compensation") disbursed to the Company by any of its third-party lending affiliates or lenders group ("Lender"). The compensation will be shared solely and only after a successful referral of Prospect made by the Operator. The compensation will be equal to [50%] of the value of the compensation the Company receives from its Lenders for referring that Prospect to them.

Section 1.51 – A successful referral shall mean any business referral made by the Operator and delivered with all supporting documents [Further explained and set forth in annex 1] that leads to a sale, meaning a business Prospect referral, and as a direct result of the referral by Operator that results in a disbursement of funds to that specific Prospect and only after compensation was paid in full to the Company. After receiving that compensation, Company shall pay 50% of that compensation in net thirty (30) days term following the date of that compensation disbursement to the Company and only after Company receives payment for the applicable successful referral. The Operator's 50% of that compensation will be due thirty (30) days after the disbursement of compensation to the Company.

Section 1.52 – Operator shall be held responsible for same clawback the Company signs as part of its ISO agreement with its Lenders, further explained in the clawback clause explained in Section 1.7.

Section 1.53 - Operator shall receive a compensation on each successful sale that leads to a disbursement of compensation to the Company.

Section 1.54 - Compensation shall be paid with respect to each Merchant location referred to Company by Operator only, and which Merchant has entered into a Merchant Agreement with a Lender as a direct result of the referral by Operator and only after commission was paid to Company by the Lender and the clawback period has passed.

COMPENSATION CLAWBACK

Section 1.6 – Compensation Clawback Policies. Parties agree to the following;

Section 1.61 - If a Prospect now turned Customer (“Customer”) after signing and getting funded by Lender, defaults on its repayment schedule to Lender within the first thirty (30) days after receipt of funds inclusive of the 30th day, or Customer defaults on its repayment schedule to Lender within a specified days’ time stipulated in the clawback clause of the ISO agreement signed between Company and that specific Lender, Operator will be notified of the default via email or notified by any means at Company’s discretion that Operator’s compensation shall be returned to Lender along with the Company’s compensation.

Section 1.62 - A default shall be governed by the Merchant Agreement signed between Lender and Customer and includes but not limited to a stop payment, rejected ACH, and/or consecutive non-payments within the listed payment schedules set forth in the Merchant agreement signed by the Lender and the Customer.

Section 1.63 - If compensation has been disbursed to Operator, Operator shall return the subject commission in full to Company within five (5) days of demand by Company. Company reserves the right to ACH the compensation from Operator’s bank account or deduct such compensation from presently owed or future compensation owed to Operator.

Section 1.64 - If a Merchant defaults (Reverse Consolidation - MCA Agreement) on its repayment schedule within the first Sixty (60) days after receipt of funds inclusive of the 60th day, Operator will be notified of the default via email or notified by any means at Company’s discretion that Operator’s compensation shall be returned to Lender along with Company’s compensation.

Section 1.65 - Disputes. Operator may dispute the calculation of any component of compensation within thirty (30) days of payment thereof by providing Company with written notice describing the dispute in reasonable detail. Operator’s failure to notify Company of a dispute regarding any component of compensation or commission or residuals will waive and bar the dispute.

Section 1.66 - In the event that a Customer terminates or is in default of its obligations under a Merchant Agreement, no Ongoing Compensation shall be paid with respect to said Customer.

TERM & TERMINATION

Section 1.7 - Term & Termination. This agreement shall commence on the date written above and shall remain in effect until either party notifies the other in writing of its intent to terminate the agreement.

Section 1.71 - This Agreement shall remain in effect until terminated by either party. The Company may terminate this Agreement at any time, with or without cause. The Operator may terminate this Agreement at any time, with or without cause, upon Seven (7) days of written notice to the Company via a formal termination of agreement letter, or email sent to the email address set forth:

terminations@tailoredex.com

Section 1.72 - This Agreement shall commence on the Effective Date and shall be for a period of twelve (12) months from the Effective Date (the “Term”). This Agreement shall be automatically renewed for successive twelve (12) month terms, unless either party provides written notice of its desire not to renew the Agreement at least sixty (30) days prior to the expiration of the then-current Term.

Either party may terminate this Agreement upon the occurrence of any of the following:

- a) Breach of any material term of this Agreement by either party;
- b) Bankruptcy or insolvency of either party;
- c) Upon the death or incapacity to act of either party;
- d) Upon the sale of the Company; or
- e) Upon the mutual written agreement of the parties.

Section 1.73 - Upon termination of this Agreement for any reason, Operator shall immediately cease representing the Company and shall be entitled to receive compensation through the date of termination for any valid sales executed by Operator in accordance with the terms of this Agreement.

Section 1.74 - Upon termination of this Agreement, any permission or right to use Marks granted hereunder will cease to exist and Operator will immediately cease any use of such marks and immediately cease referring to itself as an Operator for Company.

Section 1.75 - Termination. Operator understands and agrees that this Agreement may be immediately terminated for cause by Company upon breach of any obligation, covenant, representation, or warranty set forth in this Agreement, or if determined by Company that Operator is causing a negative effect on the Program, Company or its affiliates.

Section 1.76 - Remedies. Without limiting the foregoing, in the event of a breach of any section of this Agreement by Operator or any Operator Party, Company shall be entitled to terminate this Agreement for cause. Additionally, Company shall be entitled to apply to a court of competent jurisdiction for an injunction to restrain such breach, without the need for bond. In an instance where Company is entitled to terminate this Agreement with cause, Operator waives all claims for any expected commissions or profits in connection with this Agreement. Any remedies hereunder shall be in addition to any other remedies available to Company in law or in equity subject to the provisions in this Agreement.

NON-COMPETE

Section 1.8 - The Operator agrees not to directly or indirectly compete with the Company by marketing, selling, or promoting products or services that are competitive with those of the Company for as long as this Agreement stays in effect.

NON-INTERFERENCE

Section 1.9 - During the term of this Agreement and for a period of two (2) years thereafter, or after Operator stops receiving Compensation hereunder, whichever occurs later, Operator and Operator Parties may not themselves and may not permit any respective subsidiary, Affiliate or successor in interest of Operator and Operator Parties or any of their respective shareholders, directors, officers, employees, Operators or nominees;

- a) Interference. Operator must not interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with Company's Lending Affiliates ("Lenders") contractual relationship with any of its Merchants, Customers, or Clients, including but not limited to all Customers that Operator referred to Company and were funded by any Lenders affiliated with the Company.

- b) Solicit Termination. Cause or attempt to cause any Customer funded by Lenders affiliates of the Company or other Company Customers to terminate their relationship with Company or Lender affiliates of the Company or utilize the services of any entity other than Company or Company Lender Affiliates.
- c) Misrepresentation. Knowingly submit a deal that Operator knows Merchant is misrepresenting information on the application.
- d) No Stacking. Operator agrees that it shall not solicit any Customer with offers of additional capital while Customer is enrolled in any Program with Company or Company Lender Affiliates. A violation of this paragraph is a breach of the terms of this Agreement subject to penalties, including rescission of any Compensation paid or owed to Operator at any time regardless of the Clawback Period (defined herein).
- e) Personal Service Fee. Operator is prohibited from charging any fees, including "personal service fees" to enrolled Customers with respect to the Customer's enrollment in any Program with Company or Company Lender Affiliates.
- f) Misrepresentations. Operator must present all agreements, notices, and disclosures from Company to the Merchant. Operator shall not omit or alter any of Company's documents nor shall it make any representations or promises to the Customer regarding the Program that is not stated in Company agreements or disclosures.
- g) Commission Clawback. Operator's noncompliance with the terms of this section shall trigger an immediate claw back of Operator's Compensation. ("Claw Back") In the event of a Claw Back, Company may a) demand immediate return of Operator's compensation related to the underlying Merchant Agreement signed between Customer and Company Lender Affiliates from which the breach occurred or b) deduct Operator's Compensation from any Compensations owed at the time of the breach or any future Commissions owed by Company to Operator.

CONFIDENTIAL INFORMATION & NON-DISCLOSURE

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

For the purposes of this Agreement, "Confidential Information" means information disclosed by one party ("Owner") to the other party ("Recipient") which relates to the subject matter of this Agreement.

Section 1.10 - Confidential Information includes but is not limited to all proprietary, secret or confidential information or data relating to either party and its affiliates, operations, employees, products or services, clients, customers or potential customers, customer lists, card member account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of and performance of this Agreement.

Section 1.10.1 - All such Confidential Information disclosed hereunder shall remain the sole property of the Owner (or other third party), and the Recipient 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.

Section 1.10.2 - During the term of this Agreement, Recipient may use the Confidential Information of Owner for the purpose of this Agreement only. Each party may disclose such Confidential Information to

employees and Operators who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, Recipient may not disclose the Confidential Information of the Owner to any third party without the prior written consent of the Owner, and the duty of confidentiality created by this section shall survive any termination of the Agreement.

Section 1.10.3 - Intellectual Property. The Operator shall not use the Company's name, logo, trade name, or other intellectual property without the express written consent of the Company.

Section 1.10.4 - Trade names and Trademarks. The use of Company marks, trade name and logo may be used by Operator in conjunction with the approved marketing and promotional material only. Operator acknowledges and agrees;

- a) Trademarks are owned by Company.
- b) It will do nothing inconsistent with such ownership.
- c) All use of the Company marks by Operator will Inure to the benefit of and be on behalf of Company.
- d) that nothing in this grant gives Operator any right, title or interest in Company marks in accordance herewith.

Section 1.10.5 - The Operator agrees to refrain from making any false or misleading statements regarding the Company Name, its services, or its products.

Section 1.10.6 - The Operator is not authorized to create or enter into any contractual or legal obligations on behalf of Company Name, or its Lender affiliates, without prior written approval from Company.

Section 1.10.7 - The Operator agrees to notify Company immediately of any questionable or adverse publicity related to Company Name, its services, or its products.

Section 1.10.8 - In connection with the use of Company Name, the Operator agrees to comply with all applicable laws, regulations, and industry standards.

Section 1.10.9 - Obligations of Receiving Party. The Operator agrees not to disclose or use any confidential or proprietary information belonging to the Company and/or its Customers and/or all Lender Affiliates. The Operator shall keep all such information strictly confidential and shall take all necessary and appropriate measures to safeguard the confidentiality of the information. Recipient shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Owner. Recipient shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Recipient shall not, without the prior written approval of Owner, use for Recipient's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Owner, any Confidential Information. Recipient shall return to Owner any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Owner requests it in writing.

Section 1.10.10 - Non-confidential Information. Information shall not be considered Confidential Information to the extent, that such information is;

- a) Already known to the Recipient free of any restriction at the time it is obtained.
- b) Subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
- c) Publicly available through no wrongful act of the Recipient.

- d) Independently developed by the Recipient without reference to any Confidential Information of the other.

Section 1.10.11 - Required to be disclosed by law. Notwithstanding any provision herein to the contrary, all information concerning Customer, Merchant Agreements, prospective Merchants or other clients of Company, including without limitation pricing in relation thereto, shall at all times be the sole and exclusive Confidential Information of Company as well as the property of Company regardless of whether such information has been communicated to or by Company or not.

INDEMNIFICATION

Section 1.11 - The Operator agrees to indemnify and hold harmless Company, its Lender Affiliates, and their respective officers, directors, employees, and Operators from any and all claims, losses, damages, liabilities, suits, actions, proceedings, judgements, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising out of or related to the services performed by the Operator, Operator's use of Company Name, its services, or its products.

Section 1.11.1 - Each party shall defend, indemnify and hold the other party and its affiliates harmless from and against any losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement or any negligent or willful act or omission by either party, and/or its employees, Operators or contractors.

Section 1.11.2 - The Company shall indemnify and hold harmless the Operator from any and all liabilities, losses, claims, damages, and expenses (including reasonable attorneys' fees) arising out of or related to the Operator's performance under this Agreement.

REPRESENTATIONS AND WARRANTIES

Section 1.12 - Operator represents and warrants to and for the benefit of COMPANY that as of the date hereof and during the term hereof:

- a) Operator Entity. Operator is a corporation or limited liability company or sole proprietor organized, validly existing and in good standing under the laws of the State where its principal office is located or operations conducted.
- b) Operator Authority. Operator has full authority and power to enter into this Agreement and to perform its obligations under this Agreement.
- c) Information Received. Operator shall not sell, purchase, provide or exchange credit card, debit card or bank account numbers or Merchant, Prospect, or Customer information, or any information collected or received hereunder, to any third party.
- d) Performance. Operator's performance under this Agreement will not violate any applicable law or regulation or any agreement to which Operator may now be bound.
- e) Obligation. This Agreement represents a valid obligation of Operator and is fully enforceable against it.
- f) Pending Litigation. Neither Operator, nor Operator Parties are a party to any pending litigation that would have an impact on this Agreement and have never been fined or penalized by Visa, MasterCard, NACHA or any other association in the credit, payments or banking industry.
- g) Default/Alert List. Alert Neither Operator nor any Operator Parties are on the Member Alert To Control High-Risk merchants list of MasterCard or any other similar list.

GOVERNING LAW/JURISDICTION

Section 1.13 - This Agreement, its interpretation and enforcement, and all disputes related to this Agreement shall be governed by and construed in accordance with the laws of the state of [Florida], without giving effect to the principles of conflicts of law. Parties submit to the exclusive jurisdiction of the courts of the State of [Florida].

Section 1.13.1 - Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

Section 1.13.2 - Company's liability to Operator hereunder is limited to its obligation to pay compensations as described herein. Company will not be liable for any indirect, special, incidental, or consequential loss or damage of any kind, including but not limited to lost profits or lost revenue (whether or not such party was advised of the possibility of such loss or damage) or punitive damages, by reason of any act or omission in its performance under this Agreement.

Section 1.13.3 - Under no circumstances shall the aggregate liability of Company hereunder exceed the amount of Compensation actually paid to the Operator during the three (3) month period prior to the event that gives rise to liability.

Section 1.13.4 - Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral.

DISPUTE RESOLUTION

Section 1.14 - The parties shall attempt to resolve any dispute arising out of or related to this Agreement by good-faith negotiation. If the parties are unable to resolve any such dispute within ninety (90) days, the dispute shall be referred to arbitration in accordance with the rules of the American Arbitration Association.

Section 1.14.1 - Arbitration. Any dispute arising out of or related to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

Section 1.14.2 - Company and Salesperson agree as follows:

- a) All disputes or differences of any kind whatsoever arising out of, or in connection with, this Agreement or the performance of either party related to the subject matter of this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs in connection with such arbitration.
- b) The parties shall select the arbitrator within fifteen (15) days after either party has requested arbitration. All arbitration proceedings shall be held in [Miami], [Florida], and shall be conducted in the English language.
- c) The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection.

- d) The parties hereby waive any right they may have to a jury trial in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement and any of the transactions contemplated hereby or thereby.
- e) The parties agree that any dispute under this Agreement shall be brought in the county or city in which Company has its principal place of business or in the county or city in which Salesperson has their principal place of business.

MISCELLANEOUS

Section 1.15 - Notices. Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by domestic recognized overnight courier, registered or certified mail (postage prepaid with return receipt requested) to the address of Company or Operator set forth below. Such notices or other communications shall be deemed received (i) on the date delivered, if delivered personally, (ii) on the business day after being sent by an internationally recognized overnight air courier or (iii) five days after being sent, if sent by first class registered mail, return receipt requested.

Service of Notice

If to Operator: _____

If to Company: TailoredEx L. L. C. or any affiliates, intermediaries, or assignees ("Company")

1200 Brickell Ave. Ste 1950 #1108 Miami, FL 33131

ACKNOWLEDGEMENT

Section 1.16 - All appendixes to this Agreement constitute its integral part and shall be used for the interpretation and implementation of this Agreement.

Section 1.16.1 - The parties acknowledge that they have read this Agreement in its entirety and understand all of its terms and conditions. The parties further acknowledge that they have had the opportunity to seek the advice of counsel prior to entering into this Agreement.

Section 1.16.2 - Whole Agreement. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto with respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless agreed to in writing by both parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written the Effective Date.

[TailoredEx L.L.C.]

X

Asaf Antman
Manager

ISO

Company Name: [_____]

[_____], [Independent Sales Operator]

Signature: _____

ANNEX 1

Required documents needed to be provided by Operator for a successful sale include:

1. Signed Application
2. Requested Bank Statements
3. Business License (Proof of Ownership)
4. Driver's License (Proof of Identification)
5. Any other documents stipulated by different Company Lender Affiliates