

COMMERCIAL LOAN AGENT AGREEMENT

This Commercial Loan Agent Services Agreement (“Agreement”) is entered into and effective as of _____, (“Effective Date”) by and between Optimus Financial Group, Inc., a Connecticut corporation (“OPTIMUS”), and _____ of _____ (“AGENT”), also collectively referred to in this Agreement as “The Parties”.

RECITALS

WHEREAS, OPTIMUS offers a variety of resources, materials, and services designed to assist in the obtaining of commercial loans and residential mortgages (“Services”); and

WHEREAS, OPTIMUS and its affiliates desire to engage AGENT to provide OPTIMUS with commercial loan and residential mortgage referrals, as defined in this Agreement;

NOW, THEREFORE, in consideration of mutual promises and other valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. COMMERCIAL LOAN AGENT / REFERRAL SERVICES.

- a. AGENT agrees to refer to OPTIMUS commercial and residential loan clients and prospects who are in the process of acquiring funding for commercial endeavors and/or residential mortgages or who are seeking to acquire funding for commercial endeavors and/or residential mortgages.

2. AGENT AS INDEPENDENT CONTRACTOR.

- a. AGENT shall be deemed to be an independent contractor. AGENT shall be free to devote to his business such portion of his entire time, energy, effort and skill as he sees fit and to establish his own endeavors. AGENT shall not have mandatory duties except those imposed by law or regulation and those specifically set out in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder) between the parties other than the independent contractor relationship as set forth in this Agreement.
- b. AGENT is, and shall be treated by OPTIMUS as an independent contractor (statutory non-employee), and not as an employee, for federal, state and municipal tax, and for all other purposes. AGENT will not be treated as an employee with respect to the services performed hereunder by AGENT for federal income tax purposes. AGENT hereby acknowledges that he has been advised by OPTIMUS and is aware that as an independent contractor (non-employee) affiliated with OPTIMUS, that he is responsible for the payment of all his own federal income taxes, his own self employment taxes (FICA), and applicable workers compensation payments together with any and all corresponding state, county and local taxes, if any, and AGENT hereby agrees to meet such responsibilities. The Parties agree that these provisions which relate to taxation in the United States shall similarly apply to all applicable municipal, state/provincial and federal laws of any country in which AGENT is a resident or domiciled. AGENT hereby waives any claims he has or may have against OPTIMUS now or in the future respecting such taxes and the right of OPTIMUS not to withhold, not to pay and not to contribute to such taxes on behalf of AGENT.

3. OPTIMUS RESPONSIBILITIES.

- a. OPTIMUS agrees that, in consideration of AGENT's services as described in Exhibit A to this Agreement, to bring the Agent's funding request to its lending network and to use its best effort secure funding for the agents clients.
- b. OPTIMUS additionally agrees to promptly transmit to AGENT any applicable fees, commissions or other compensation earned by AGENT and collected or received by OPTIMUS as a result of the efforts of

AGENT according to Exhibit A to this Agreement, and to satisfy and any other financial obligations owed to AGENT by OPTIMUS pursuant to the provisions of Exhibit A to this Agreement described hereafter.

4. AGENT RESPONSIBILITIES.

- a. AGENT shall act as an independent contractor for OPTIMUS subject to all applicable local, state/provincial and federal laws and regulations.
- b. AGENT shall comply with all policies, procedures, standards, guidelines and practices established by OPTIMUS for independent contractors from time to time as provided to AGENT by OPTIMUS. These policies, procedures, standards, guidelines and practices shall be collectively referred to as the "Optimus Standards."
- c. AGENT acknowledges that OPTIMUS has the right to establish the fees, compensation and commission or range of payments for the services of its independent contractors. AGENT is not authorized to discuss or privately or publicly provide any information related to its compensation or this Agreement other than as specifically permitted by OPTIMUS.
- d. OPTIMUS shall not be liable to AGENT for any expenses incurred by AGENT nor shall AGENT have any authority to bind OPTIMUS by any promise or representation, unless specifically authorized in advance and in writing by OPTIMUS. AGENT further agrees to pay all damages, costs and expenses, including, without limitation, the full amount of any errors and omissions insurance deductible, actual and consequential damages, reasonable attorneys' fees, court costs, expert witness fees and other litigation expenses assessed against or incurred by OPTIMUS, and/or its officers, directors, shareholders, employees and agents in defending or satisfying any claim or judgment against any of them because of AGENT's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewal or extension of this Agreement. Claims or judgments referred to in this section shall include but not be limited to matters arising in the courts, but also decisions of arbitration and/or mediation panels and other tribunals which may have authority, either provided by law, contract or by-laws of governing authorities, over the actions of AGENT.
- e. Absent timely and advance written approval from OPTIMUS, AGENT shall have no authority to represent or present OPTIMUS, the OPTIMUS brand, or any OPTIMUS Services in any way, including any and all advertising, marketing, promotion, public relations, website content, or other means.

5. CONFIDENTIALITY.

- a. In this Agreement, "Confidential Information" means certain documentation and materials and services which have been developed by or on behalf of OPTIMUS its directors and principals, and which are proprietary to them and the copyright in which is vested in them which are either directly or indirectly:
 - i. disclosed to AGENT by OPTIMUS or any of its employees or associates; or
 - ii. otherwise acquired by AGENT from us or any of OPTIMUS' employees or associates.
- b. In consideration of OPTIMUS' making Confidential Information available to AGENT, he/it undertakes that subject to Section 5(c) below, he will not without OPTIMUS' prior written consent:
 - i. disclose any Confidential Information to any third party;
 - ii. contravene or circumvent this Agreement and negotiate with parties OPTIMUS introduced to AGENT, or made known to AGENT, who have not been previously introduced to AGENT;
 - iii. use any Confidential Information for any purpose other than providing AGENT's services; or
 - iv. copy (in any format) any Confidential Information.
- c. The restrictions on use and disclosure set forth in Section 5(b) above shall not apply to any Confidential Information which:
 - i. at the date of its disclosure to AGENT is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act on AGENT's part;

- ii. is already known to AGENT (as evidenced by AGENT's written records) at the date of countersignature of this Agreement and was not acquired directly or indirectly from OPTIMUS or from any of OPTIMUS' employees or associates;
 - iii. is at any time after the date of countersignature of this Agreement acquired by AGENT from any third party who did not acquire such information directly or indirectly from OPTIMUS or from any of its employees or associates to the extent only that AGENT may lawfully use or, as the case may be, disclose such information;
 - iv. is required to be disclosed by applicable law or order of a court of competent jurisdiction or recognized governmental department or agency provided that prior to such disclosure AGENT consults OPTIMUS as to the proposed form, nature and purpose of the disclosure.
- d. AGENT may further undertake:
- i. to limit access to Confidential Information to those of AGENT's employees or professional advisors who necessarily require the same for the purposes referred to above; and
 - ii. to inform each employee or advisors as aforesaid to whom Confidential Information is disclosed of the restrictions as to use and disclosure of Confidential Information contained herein and ensure that each such employee or advisor shall observe such restrictions;
 - iii. not disclose to any third party the existence or subject matter of this Agreement or of any of the arrangements or propose arrangements to which it relates; and
 - iv. to return to OPTIMUS on its making demand at any time all Confidential Information (and all copies thereof) in your possession or under AGENT's control.
- e. In consideration of OPTIMUS' agreement to provide AGENT this information, AGENT agrees not to circumvent this agreement and with any information OPTIMUS provides AGENT, provide the same to a competing program or compete with OPTIMUS to the detriment of OPTIMUS or of the program described in the information OPTIMUS is providing. OPTIMUS is aware that AGENT currently works in the Financial Services market and consults with clients that seeking loans, however, AGENT agrees not to circumvent this Agreement by attempting to contact or work directly with any of the lending institutions, brokers, or other agents introduced to AGENT by virtue of AGENT's relationship with OPTIMUS. AGENT agrees and understand that if OPTIMUS is apprised with reasonable evidence that AGENT has breached this promise and covenant, that OPTIMUS may bring a legal action to enjoin AGENT from such activities and also seek any and all damages, including injunctive relief, and attorney fees OPTIMUS may suffer as a result thereof.

6. CONSIDERATION AND FEES PAID TO AGENT.

- a. OPTIMUS agrees, during the term of this Agreement, to pay AGENT any applicable commissions as set forth according to Exhibit A to this Agreement.

7. TERM AND TERMINATION.

- a. Term. Except as otherwise provided in this Section 7, this Agreement shall extend for a period of one (1) year from the effective date written above. This Agreement shall be automatically renewed for additional one (1) year periods and all of the terms of the provisions of this Agreement shall be automatically renewed and extended for up to four (4) additional and consecutive one (1) year terms, unless the Agreement is otherwise terminated as described herein.
- b. Termination. OPTIMUS and AGENT shall be entitled to terminate this Agreement at anytime, with or without cause, by providing the non-terminating party with at least thirty (30) days prior written notice. This Agreement may be terminated by OPTIMUS for cause, immediately and without notice, if AGENT violates or otherwise fails to conduct AGENT's business in accordance with the terms of this Agreement, within OPTIMUS Professional Standards, or engages in conduct that disrupts the business of OPTIMUS or is likely to adversely affect the reputation, professional relationships, or image of OPTIMUS.

8. MISCELLANEOUS PROVISIONS

- a. Any notice required to be given pursuant to this Agreement shall be given in writing and delivered to the party entitled to receive notice by hand delivery at any location or by certified mail, return receipt requested, postage prepaid, at the address given on the first page of this Agreement, unless such party has notified the other party in writing of any change of address, after which notice shall be delivered to such new address. Notices so mailed shall be deemed to have been given as of the time of deposit in the United States mail.
- b. No waiver of any breach of any provision or condition of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision or condition of this Agreement.
- c. This Agreement may not be assigned, pledged or otherwise transferred by AGENT. OPTIMUS reserves the right to assign, pledge, or transfer this Agreement, provided that AGENT's rights and privileges granted in this Agreement shall not be adversely affected and AGENT agrees to the assignment, pledge or transfer.
- d. All terms in this Agreement used in any one number or gender shall extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any Section of this Agreement may require.
- e. Except as provided below, the parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, will be settled by arbitration in Fairfield County, Connecticut in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such disputes or controversy. The decision of the arbitrator is final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. OPTIMUS and AGENT will each pay one-half of the costs and expenses of such arbitration, and each of them will separately pay their attorney fees and expenses.
- f. This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Connecticut, excluding any conflicts-of-law rule or law which might refer such construction and interpretation to the laws of another state, republic or country. The parties hereby submit to the jurisdiction of the state and federal courts in Nevada and waive any right to which they might be entitled to submit any dispute hereunder to the courts of another state, republic or country.
- g. The parties have negotiated this Agreement and all of the terms and conditions contained in this Agreement in good faith and at arm's length and each party has been, or had the opportunity to be, represented by counsel during such negotiations.
- h. The parties to this Agreement agree that faxed signatures, on this agreement, or any amendment attached hereto, are binding and shall be considered as original signatures in any state or federal court of jurisdiction in the United States.

IN WITNESS WHEREOF, the parties hereto, by their signatures below, acknowledge their understanding of and commitment to the terms of this Agreement effective as of the day and year first written above.

FOR OPTIMUS FINANCIAL GROUP

By: _____

Title:

Date: _____

FOR AGENT

By: _____

Title:

Date: _____

EXHIBIT A

This Exhibit sets forth the Optimus Services which are the subject of the above Agreement and the consideration, payments and commissions to be paid according to Section 3 and 6 of the Agreement.

I. DEFINITION OF COMMERCIAL LOAN AGENT

- a. Definition of Commercial Loan Agent. For the purposes of this Agreement and this Exhibit, a Commercial Loan Agent is an individual or company who:
- i. provides to OPTIMUS at a minimum, via the OPTIMUS website or other means desired by OPTIMUS, with potential commercial loan prospects or clients with the following minimum information;

<ol style="list-style-type: none"> 1. Applicant Name 2. Applicant Physical Address 3. Applicant Telephone Number 4. Applicant Email Address 5. Business Name 6. Business Physical Address 7. Business Telephone Number 8. Business Type 9. Desired Loan Amount 10. Loan Purpose 11. Applicant Credit Score/Rating 12. Appraised Value 13. LTV Ratio 14. Desired Loan Term 15. Desired Rate Program 	<ol style="list-style-type: none"> 16. Applicant Tax Status 17. Applicant Mortgage/Lien Status 18. Applicant Financing Status 19. Applicant Bankruptcy Status 20. Completed 1003 21. Articles of Incorporation/Organization 22. Operating/Partnership/Trust Agreements 23. Business Tax Returns (2 Years) 24. Business Financial Statements (2 Years) 25. Business Plan 26. Borrower Tax Returns (2 Years) 27. Borrower Financial Statements (2 Years) 28. Corporate By-Laws (if applicable) 29. Trade Name Affidavit (if applicable)
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 - ii. speaks personally with the individual(s) they are referring to confirm relevant information, validate the prospect, and effectuate a credible and informed introduction to OPTIMUS and provides OPTIMUS with pertinent and helpful information relative to this contact;
 - iii. provides OPTIMUS all the relevant specific additional loan documents and support materials throughout the loan process, as may be necessary based on the loan type: (i.e. appraisal document for real estate loans, construction cost breakdown for construction loans, etc.)
 - iv. actively works with OPTIMUS to ensure accurate, timely, and detailed information is provided:
 - v. facilitates, when requested by OPTIMUS, communication between OPTIMUS and the loan prospect or client.

II. OPTIMUS RESPONSIBILITIES

- a. For the purposes of this Agreement and this Exhibit, OPTIMUS and its affiliates shall be responsible for working with CLA in acquiring new loan business, transmitting loan requests to qualified lenders, providing thorough follow-up throughout the loan process, providing ongoing communication with the client and with CLA, using its best efforts to secure a loan for the client, and providing timely and relevant reporting information to CLA.

III. COMPENSATION

- a. Compensation for Commercial Loan Agent. CLA shall receive sixty percent (60%) of all available broker-designated commissions on the borrower’s side of any funded loan submitted directly to OPTIMUS by CLA (“CLA Primary Rate”).
 - i. Should the gross total of funded loans submitted by CLA directly to OPTIMUS in a given quarter (“Quarterly Total”) exceed forty million dollars (\$40,000,000), OPTIMUS shall pay to CLA a performance bonus of ten (10) basis points on the monthly average of funded loans for that quarter.
 - ii. Should the gross total of funded loans submitted by CLA directly to OPTIMUS exceed twenty million dollars (\$20,000,000) per month for three (3) consecutive months, OPTIMUS shall increase CLA’s Primary Rate to seventy percent (70%) (“CLA Performance Rate”) for loans submitted thereafter. The CLA Performance Rate shall remain in effect unless the average gross total of funded loans submitted by CLA directly to OPTIMUS in two consecutive months falls below fifteen million dollars (\$15,000,000), at which time the CLA Performance Rate will revert to sixty percent (60%).
- b. Each Friday, upon successful closing of any loan originating from CLA, and upon receipt of funds from the applicable lender, OPTIMUS shall pay the CLA any applicable commissions or fees earned under this Agreement and received by OPTIMUS in the preceding week.
- c. Should CLA choose to involve any individual, individuals, or group in any aspect of any commercial loan opportunity related to this Agreement, CLA is solely responsible, out of any commissions paid by OPTIMUS to CLA, for any agreed upon or appropriate commissions relative to that involvement.
- d. CLA will not charge or add any extra fees, points, or side fees to the loans provided as a result of the relationship contemplated in this Agreement by OPTIMUS or by any OPTIMUS-affiliated lender.

FOR OPTIMUS FINANCIAL GROUP

FOR AGENT

By: _____

By: _____

Title:

Title:

Date: _____

Date: _____