

REFERRAL AGREEMENT

THIS AGREEMENT is entered into as of January 1st 2022 ("Effective Date"), by and between 123 Whiting Marketing Company LLC, a Ohio limited liability company with its principal office located at 205 Louis Blvd, Cortland, Ohio 44410 ("Dan Whiting - Owner"), and 123 Whiting Marketing Company LLC, a Ohio limited liability company with its principal office located at 205 Louis Blvd, Cortland, Ohio 44410 ("Dan Whiting - Owner").

WHEREAS, Dan Whiting - Owner is in the business of providing Commercial Loan Broker, Lending, Business Owner Lead, Any lead or Online Submittal to our business email. to its customers;

WHEREAS, the parties desire to enter into a referral relationship under which Dan Whiting - Owner shall refer potential customers to Dan Whiting - Owner in exchange for referral fees, as provided herein;

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

1.1 "Referral." A potential customer for Dan Whiting - Owner that is (i) originated and qualified by Dan Whiting - Owner by a personal or telephone contact with a decision maker, and (ii) referred by Dan Whiting - Owner to Dan Whiting - Owner by fax or email. In addition, for a potential customer to be qualified, the referral notice to Dan Whiting - Owner must contain complete contact information for the potential customer and identify a person who is a decision maker for the potential customer.

1.2 "Referral Date." The date of transmission of a Referral by fax or email by Dan Whiting - Owner to Dan Whiting - Owner.

1.3 "Net Revenues." Monies actually received by Dan Whiting - Owner from the sale of its Commercial Loan Broker, Lending, Business Owner Lead, Any lead or Online Submittal to our business email. to a Referral, excluding (i) credits and returns, (ii) any taxes, duties, or tariffs relating to the sale (but not including (i) taxes based on Dan Whiting - Owner's gross revenues or net income; or (ii) referral fees of any kind paid by Dan Whiting - Owner to third parties).

1.4 "Existing Customer." Any person or organization for which Dan Whiting - Owner has furnished its Commercial Loan Broker, Lending, Business Owner Lead, Any lead or Online Submittal to our business email. within the period of two (2) years prior to the Referral Date of a Referral.

2. Referrals By Dan Whiting - Owner. During the term hereof, Dan Whiting - Owner shall undertake reasonable efforts to send Referrals to Dan Whiting - Owner for the sale of Dan Whiting - Owner's Commercial Loan Broker, Lending, Business Owner Lead, Any lead or Online Submittal to our business email..

3. Percentage Referral Fees. If, within one hundred eighty (180) days of the Referral Date, the Referral enters into an agreement for Dan Whiting - Owner to provide its Commercial Loan Broker, Lending, Business Owner Lead, Any lead or Online Submittal to our business email. to the Referral, then a referral fee is deemed to be earned by Dan Whiting - Owner. The amount of the referral fee shall be All Based on lead type and loan amount Normally 50% Percent (50%) of Profit in the deal. of the Net Revenues received by Dan Whiting - Owner from the Referral for the first year of the agreement between Dan Whiting - Owner and the Referral. Referral fees are payable by Dan Whiting - Owner within fifteen (15) days of receipt of qualifying fees from the Referral. Notwithstanding the forgoing, in no event shall Dan Whiting - Owner be obligated to pay referral fees for Referrals of its Existing Customers.

4. Resolution of Conflicts Regarding Referral Fees. Dan Whiting - Owner shall not be liable for more than a single referral fee for each single Referral. If any third party should make a claim for any referral fee or part thereof, the referral fee earned for any closing shall be apportioned among the claimants for same as determined by Dan Whiting - Owner in its sole discretion. Dan Whiting - Owner shall make a reasonable effort to consult with all relevant parties regarding any apportionment. The final decision of Dan Whiting - Owner regarding the apportionment of any referral fee due and payable hereunder shall be final.

5. Unilateral Disclosure of Confidential Information By Dan Whiting - Owner. The parties anticipate that Dan Whiting - Owner may disclose confidential information to Dan Whiting - Owner. For purposes hereof, "Confidential Information" means information of Dan Whiting - Owner or its clients (i) which relates to Referrals, including the business models and plans of Dan Whiting - Owner and Dan Whiting - Owner's clients, or (ii) which, although not related to the Referrals, is nevertheless disclosed hereunder, and which, in any case, is disclosed by Dan Whiting - Owner or its customers or an affiliate to Dan Whiting - Owner in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Dan Whiting - Owner within fifteen (15) days of the initial disclosure. Dan Whiting - Owner may use Confidential Information of Dan Whiting - Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Dan Whiting - Owner may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Dan Whiting - Owner at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Dan Whiting - Owner; (iii) is received by Dan Whiting - Owner from a third party free to disclose it without obligation to Dan Whiting - Owner; or (iv) is independently developed by Dan Whiting - Owner without reference to

Confidential Information.

6. Independent Contractor Relationship. The relationship of Dan Whiting - Owner and Dan Whiting - Owner shall be and shall at all times remain that of independent contractors in a principal and agent relationship, and not that of employer and employee, franchisor and franchisee, joint ventures, or partners.

7. No Authority To Enter Into Contracts. This Agreement does not establish either party as the other party's agent or representative for any purpose. Neither party is authorized to accept orders or to enter into contracts or any obligation in the other party's name, or to transact any business on behalf of the other party.

8. No Exclusivity. This Agreement shall not be construed to be a commitment by either party to work exclusively with the other party regarding referrals of potential new business.

9. LIMITATION OF LIABILITY. DAN WHITING - OWNER'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO REFERRAL FEES PAYABLE BY DAN WHITING - OWNER HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY CAUSING THE DAMAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

10. Term Of Agreement; Survival. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year, after which the agreement shall continue automatically from month-to month, unless terminated as provided herein. Notwithstanding the forgoing, either party may terminate this Agreement at any time for any reason by sixty (60) days by written notice to the other party. The obligations to pay fees and to protect Confidential Information shall survive the expiration or termination hereof.

11. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, the non-defaulting party may terminate this Agreement upon ten (10) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

12. Termination For Convenience. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party.

13. Effect of Termination. Notwithstanding anything contained herein to the contrary, from and after the expiration or termination of this Agreement for any

reason, Dan Whiting - Owner shall continue to pay commissions to Dan Whiting - Owner for all commission that were earned by Dan Whiting - Owner prior to expiration or termination. This Section shall survive the expiration or termination of this Agreement.

14. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Youngstown, Ohio. The arbitrator shall apply the laws of the State of Ohio to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

15. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

16. Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business and assets of each party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, neither party shall assign this Agreement or delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

17. Miscellaneous. This Agreement shall be construed under the laws of the State of Ohio, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

123 Whiting Marketing Company LLC

By: *Dan Whiting*

Title: Owner

123 Whiting Marketing Company LLC

By: *Dan Whiting*

Title: Owner