



Becoming-Bankable.com
Funding Dreams, Building Legacies

Affiliate Agreement

This Affiliate Agreement (“**Agreement**”) is entered as of the date of the last signature below (“**Effective Date**”) between Elite Small Business Advisors, Inc. (“**ESBA**”), a Wyoming corporation, and the party indicated on the signature page (“**Affiliate**”). ESBA and Affiliate are each a “**Party**” and collectively the “**Parties**.”

1. Definitions

“**Affiliated Brokerage**” means a commercial lending institution that provides business loans to End Users through the Becoming-Bankable system.

“**Affiliate Price**” means the price at which Affiliate can purchase Becoming-Bankable Licenses from ESBA for End Users as specified in **Schedule A**.

“**Affiliate Services**” means any professional services provided by Affiliate directly to an End User. Affiliate Services are the sole responsibility and liability of Affiliate and are not covered under the terms of this Agreement.

“**Becoming-Bankable**” means, collectively, the Business Success System and any Becoming-Bankable Loans.

“**Becoming-Bankable End User Agreement**” or “**End User Agreement**” means the terms and conditions for accessing and using Becoming-Bankable by an End User, as may be amended from time to time.

“**Becoming-Bankable License**” means an End User’s right to access and use the full suite of features in the Business Success System. Becoming-Bankable Licenses include either a virtual or live coach license, as specified in an Order.

“**Becoming-Bankable Loans**” means any business loan provided by ESBA’s Commercial Loan Brokerage or an Affiliated Brokerage to an End User through Becoming-Bankable.

“**Becoming-Bankable Materials**” means all written marketing and training materials, documentation, product roadmaps, and any other written information provided by ESBA to Affiliate relating to Becoming-Bankable.

“**Confidential Information**” means, without limitation, any: (a) information, ideas, or materials relating to ESBA’s or its client’s products, services, processes, technology or other intellectual property rights; (b) information, ideas or materials of a financial nature, such as any “nonpublic personal information” as the term is defined under Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809, as may be amended); information regarding profits, costs, marketing, purchasing, sales, clients, customers, suppliers, contract terms, employees, and salaries; business and financial plans and forecasts; and marketing and sales plans and forecasts; (c) all non-public personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, and other documents or materials, or copies thereof, received by Affiliate in the course of Affiliate’s rendering of services to ESBA; and (d) the terms and conditions of this Agreement, including Affiliate Pricing, Referral Fees, any other terms of the affiliate program. For purposes of this Agreement, “Confidential Information” shall also include third-party Personal Information disclosed by a Prospect or End User to ESBA or Affiliate. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Affiliate’s possession at the time of disclosure; (ii) is independently developed by Affiliate without the use of or reference to Confidential Information of ESBA; (iii) becomes known publicly, before or after disclosure, other than as a result of Affiliate’s improper action or inaction; or (iv) is approved for release in writing by ESBA.

“**End User**” means an end user who purchases Becoming-Bankable from Affiliate pursuant to an End User Contract and according to the terms of an Order accepted by ESBA, and who has expressly accepted the End User Agreement.

“**End User Contract**” means a binding agreement between Affiliate and an End User for the purchase of Becoming-Bankable that expressly binds the End User to the Becoming-Bankable End User Agreement.

“**ESBA Commercial Loan Brokerage**” means commercial loans procured or provided to End Users by ESBA.

“**Net Revenue**” means the Services Fees received by Becoming-Bankable from or on account of an End User for sales of Becoming-Bankable Licenses and Becoming-Bankable Loans, as applicable, exclusive of: (i) sales, excise, use, VAT, and similar taxes; (ii) deductions, royalties, credits, discounts, or allowances; and (iii) payment processor and service fees.

“**Order**” means a purchase order provided by Affiliate to ESBA for the purchase of Becoming-Bankable Licenses substantially in the form of **Exhibit A**.

“**Business Success System**” means the currently available and later-developed software-as-a-service solution made available by ESBA to End Users through Affiliate under this Affiliate Agreement.

"Personal Information" means: (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number, or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) "nonpublic Private Information" as that term is defined in the Gramm-Leach-Bliley Act ("**GLB**"); (iii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; and (iv) any other information that allows the identification of a natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation.

"Prospect" means an individual or entity that Affiliate believes is a potential customer of Becoming-Bankable.

"Qualified Sales" means initial sales of Becoming-Bankable Licenses to Prospects and the proceeds from Becoming-Bankable Loans made to End Users for as long as the End User uses Becoming-Bankable.

"Referral Fee" means the percentage of Net Revenue specified in **Schedule A** paid by ESBA to Affiliate from the proceeds of Becoming-Bankable Loans made to End Users.

"Resale Price" means the price at which Affiliate sells a Becoming-Bankable License to an End User under this Agreement, which cannot exceed the Retail Price.

"Retail Price" means the maximum price that Affiliate may charge End Users directly related to Becoming-Bankable Licenses and as specified in **Schedule A**. ESBA may change the Retail Price anytime upon written notice to Affiliate.

"Services Fees" means the fees actually received by ESBA from or on account of an End User for Becoming-Bankable Licenses and Becoming-Bankable Loans.

"Territory" means the United States.

2. Appointment. ESBA hereby appoints Affiliate as a non-exclusive affiliate for the purpose of reselling Becoming-Bankable Licenses to Prospects in the Territory, subject to the terms and conditions of this Agreement. Affiliate's authority under this appointment is non-transferable, and Affiliate may not permit any agents, sub-distributors, contractors, or any other third parties to resell Becoming-Bankable Licenses without the express consent of ESBA. ESBA reserves the right to sell Becoming-Bankable Licenses directly to End Users or through other affiliates, including in the Territory.

3. Best Efforts. Affiliate shall use its best efforts to maximize the sales of Becoming-Bankable by promoting, advertising, and marketing the sales of, and securing orders for, Becoming-Bankable to Prospects consistent with good business practices. Affiliate shall develop sufficient knowledge of Becoming-Bankable, as well as competitive products and services, to assist Prospects with any questions related to Becoming-Bankable. Affiliate shall not take any action, directly or indirectly, which would create a substantial conflict of interest with or would substantially interfere with ESBA's business, including encouraging any existing or potential End Users to cease using Becoming-Bankable.

4. Prospect Meetings. Affiliate will initiate and attend sales meetings with Prospects at Affiliate's discretion, and always identifying Affiliate's actual name and representing itself as ESBA's authorized representative. If requested by ESBA, Affiliate shall copy ESBA on all correspondence exchanged with Prospects. Affiliate agrees that ESBA or its designees have the right to contact Prospects or End Users directly, either through Affiliate or separately.

5. Affiliate Pricing. Affiliate may resell Becoming-Bankable Licenses at the Affiliate Price specified in **Schedule A**. Affiliate Pricing does not apply to any sales taxes or charges of governmental entities. ESBA may modify the Affiliate Price upon no less than thirty (30) days' prior notice, except no changes will be made to Orders already submitted to ESBA.

6. Orders. Affiliate may only purchase Becoming-Bankable Licenses on behalf of Prospects by submitting an Order in the form of **Exhibit A**. ESBA will use commercially reasonable efforts to accept or reject an Order within three (3) working days of receipt. ESBA reserves the right to verify the accuracy of the data entered and may refuse to accept or make modifications to any Order. By submitting an Order on behalf of a Prospect, Affiliate represents and warrants that it has all necessary rights, powers, and authority to enter a binding Order for the Becoming-Bankable License.

7. Retail Price. To ensure fairness and maintain compliance with applicable laws, each Order shall include the Resale Price at which Affiliate is selling Becoming-Bankable Licenses to an End User, which cannot exceed the Retail Price. By submitting an Order, Affiliate represents and warrants that the Resale Price specified in such Order is accurate and correct for the applicable End User. This limitation does not apply to the price of Affiliate Services related, directly or indirectly, to the sale of Becoming-Bankable Licenses, which may be sold by Affiliate at its discretion.

8. Invoices. ESBA will provide Affiliate with an invoice for every accepted Order. The invoice will be delivered electronically to the email address specified in **Schedule A**. Unless otherwise specified in an Order, invoices are payable upon receipt. End Users may not access paid features of Becoming-Bankable until all applicable invoices are paid in full.

9. Payment Processing. Affiliate is responsible for collecting payment for all Becoming-Bankable Licenses sold by Affiliate to End Users. Optionally, Services Fees may be collected directly by ESBA from an End User and will be subject to a 3% service fee. Payments made by credit card are subject to an additional 3% processing fee. ESBA will pay Affiliate the Resale Price less any processing and service fees within 30 days of receiving payment from the End User. Affiliate acknowledges that it is responsible for payment of Becoming-Bankable Licenses, even if an End User purchases the license directly through ESBA. If an End User disputes the charge or otherwise demands a refund, Affiliate will: (i) repay

any amounts paid to Affiliate by ESBA on account of such End User; (ii) provide all necessary assistance and support to ESBA to pursue any and all legal action ESBA and/or Affiliate may have against such End User; and (iii) indemnify ESBA for any associated costs, including, without limitation, reasonable collection agency and attorneys' fees.

10. Referral Fees. In addition to any profits Affiliate may receive related to the sale of Becoming-Bankable Licenses, Affiliate is also entitled to receive Referral Fees as specified in **Schedule A**. ESBA will pay all Referral Fees to Affiliate within thirty (30) days of the start of each calendar month for Referral Fees earned during the previous calendar month. Affiliate acknowledges that ESBA's obligation to pay Referral Fees, if any, is conditioned upon ESBA actually receiving payment from or on behalf of End Users and that Referral Fees are due and payable if, when, and to the extent of payments received by ESBA. For the avoidance of doubt, Referral Fees are payable on Net Revenue from proceeds of Becoming-Bankable Loans only, and not on the sale of Becoming-Bankable Licenses. ESBA reserves the right to modify or discontinue the payment of Referral Fees for new (not already existing) End Users upon thirty (30) days' written notice.

11. Reports. ESBA will provide Affiliate a monthly report indicating all Qualified Sales to End Users during the previous calendar month ("**Sales Report**"). The Sales report will identify any new sales of Becoming-Bankable Licenses along with the proceeds from Becoming-Bankable Loans to End Users that entitle Affiliate to a Referral Fee. Affiliate must notify ESBA in writing of any dispute regarding a Sales Report or the associated Referral Fee calculations. If Affiliate does not provide a notice within ten (10) days of receiving the Sales Report, Affiliate waives the right to dispute Referral Fees.

12. Recoupment. If ESBA does not receive Services Fees applicable to an End User after ESBA has paid Referral Fees based on that amount, ESBA will apply the overpayment against future Referral Fees. If ESBA does not recoup the full amount within six (6) months, Affiliate must repay any remaining amount upon demand from ESBA. ESBA may record Referral Fee adjustments in the monthly Sales Report.

13. End User Contract. Affiliate will enter into a binding End User Contract with each End User that designates Affiliate as the entity responsible for collecting payment obligations on behalf of the End User. The End User Contract must ensure all End Users agree to be bound by the End User Agreement. Affiliate shall not include any terms that contradict or supersede the End User Agreement. ESBA does not grant any right to access or use Becoming-Bankable for which Affiliate has not paid ESBA or for which the applicable End User has not expressly agreed to the End User Agreement. Affiliate agrees to indemnify ESBA from and against any loss, cost, liability, or damage, including reasonable attorneys' fees, resulting from Affiliate's failure to obtain an End User's binding written agreement to the End User Agreement.

14. Internal Use Access. Affiliate may purchase one (1) Becoming-Bankable License at the discounted rate specified in **Schedule A** solely for the purpose of: (i) Affiliate's internal use related to training its employees in the use of Becoming-Bankable; (ii) providing Affiliate Services to End Users; (iii) providing support to End Users; and (iv) demonstrating Becoming-Bankable to Prospects. All use of Becoming-Bankable by Affiliate is subject to the terms and conditions of this Agreement and the End User Agreement.

15. End User Compliance. Affiliate shall ensure that End Users agree to be bound by the Becoming-Bankable End User Agreement and any other agreements specified in an applicable Order. Affiliate agrees to notify ESBA if any End User is known or suspected to be in breach of the End User Agreement and agrees to reasonably cooperate and assist ESBA in bringing any legal action or enforcement against any End User as permitted under the End User Agreement. Affiliate will perform any other actions reasonably necessary to assure adequate protection of ESBA's and its licensors' intellectual property rights and other interests contained in Becoming-Bankable and Becoming-Bankable Materials. Affiliate acknowledges that ESBA may suspend or terminate access to Becoming-Bankable to an End User that violates the End User Agreement according to the terms of the End User Agreement.

16. Marketing. Affiliate may prepare advertising, promotional, or marketing materials to promote and increase the sales of Becoming-Bankable, observing all reasonable instructions provided by ESBA and subject to ESBA's approval. All marketing materials shall be either: (i) supplied to Affiliate by ESBA; or (ii) approved by ESBA in writing in advance. Affiliate may use ESBA's marks to market, advertise, and promote Becoming-Bankable under this Agreement, provided, however, that Affiliate complies with all reasonable instructions of ESBA. Affiliate may not alter any marketing materials or remove ESBA's or its licensors' marks or other source indicators contained in the marketing materials without ESBA's written consent. Except as specified in this Section, nothing contained in this Agreement grants to Affiliate any rights, title, or interest in ESBA's trademarks, logos, slogans, or other proprietary indicia contained in any marketing materials.

17. Prohibited Acts. Affiliate agrees not to: (i) access Becoming-Bankable or ESBA's Confidential Information to offer similar or competitive products and services except through Becoming-Bankable; (ii) engage in any anti-competitive or deceptive practices related to the sale of Becoming-Bankable; or (iii) promote, solicit, or otherwise market Becoming-Bankable in violation of any applicable law.

18. No Additional Warranties. Affiliate will not provide any additional warranties, guarantees, or promises, express or implied, related to Becoming-Bankable to any End User, Prospect, or any third party other than the express warranties provided to End Users in the End User Agreement. If Affiliate does so, it is at Affiliate's sole risk and expense, and Affiliate will indemnify ESBA for any costs associated, directly or indirectly, with Affiliate's violation of this Section.

19. Taxes and Expenses. Each Party is responsible for the expenses incurred in connection with its performance under this Agreement, except as may otherwise be mutually agreed upon in writing by the Parties. Each Party is

independently responsible and liable for the payment of any federal, state, or local taxes associated with its revenues under this Agreement and will indemnify and hold the other Party harmless from and against any costs or expenses related to its failure to properly pay taxes or other related expenses arising out of its performance under this Agreement.

20. Term and Termination. This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement for any reason, all of Affiliate's rights to use, market, and sell Becoming-Bankable and Becoming-Bankable Materials immediately terminate, and Affiliate shall cease advertising and marketing Becoming-Bankable. ESBA will not be liable for any damages arising out of the termination of this Agreement or for Affiliate's dependence on revenues under this Agreement.

21. Relationship of the Parties. The relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed to constitute an employer-employee relationship or partnership between or joint venture of the Parties. In its capacity as an independent contractor, Affiliate agrees and represents as follows:

- 21.1** Affiliate has the right to perform services for others during the term of this Agreement;
- 21.2** Affiliate has the sole right to control and direct the means, manner, and method by which it provides its services under this Agreement;
- 21.3** Affiliate has the right to perform the services at any place or location and at such times as it chooses;
- 21.4** Affiliate will furnish all equipment and materials used to provide the services;
- 21.5** The services shall be performed by Affiliate, or Affiliate's staff, and ESBA shall not be required to hire, supervise, or pay any assistants;
- 21.6** Neither Affiliate nor Affiliate's staff shall receive any training from ESBA in the professional skills necessary to perform the services;
- 21.7** Affiliate is responsible for paying all ordinary and necessary expenses of its staff;
- 21.8** Affiliate is solely responsible for providing any benefits to itself or its employees, including without limitation workers' compensation, unemployment, healthcare, and retirement benefits;
- 21.9** Affiliate is not entitled to participate in any bonus, profit sharing, health, or other benefit plan of ESBA;
- 21.10** Affiliate will comply with all applicable federal, state, and local laws, including, without limitation, maintaining any required licenses, permits, and certificates necessary to perform the services;
- 21.11** Affiliate shall hold itself open to the public for business providing Affiliate Services that are the same, similar, or reasonably related, directly or indirectly, to Affiliate's services provided under this Agreement; and
- 21.12** Affiliate shall provide ESBA with any documentation reasonably requested by ESBA to verify Affiliate's eligibility to perform the services, including IRS Form W-9, W-8BEN, W-8BEN-E, or other similar documents.

22. Confidentiality. Affiliate understands that Confidential Information is extremely valuable to ESBA. Accordingly, Affiliate agrees, during the term and thereafter, to: (i) hold all Confidential Information in confidence and trust; (ii) not copy or use any Confidential Information except as may be necessary in furtherance of this Agreement; (iii) not disclose or otherwise make Confidential Information available to any third party except as authorized in writing and in advance by ESBA; (iv) use the Confidential Information only for the benefit of ESBA (and not for the benefit of Affiliate or any third party); and (v) only disclose Confidential Information to authorized employees and agents who are bound to maintain the confidentiality of such Confidential Information and have a need to know such Confidential Information. Affiliate's non-disclosure obligations shall survive termination of this Agreement and continue as long as the Confidential Information remains confidential. The foregoing restrictions on disclosure shall not apply if Affiliate is legally compelled to disclose Confidential Information, provided that Affiliate shall give advance notice of such compelled disclosure to ESBA and shall cooperate with ESBA in connection with any efforts to prevent or limit the scope of such disclosure of Confidential Information. Nothing in this Agreement in any way prohibits or is intended to restrict Affiliate from disclosing Confidential Information or proprietary information as necessary to Affiliate's attorney or law enforcement or governmental authorities when Affiliate is exercising a right under applicable law. Affiliate is notified in accordance with the Defend Trade Secrets Act of 2016 that Affiliate will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of Confidential Information that: (i) is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; (ii) is made in a lawsuit for retaliation by ESBA for reporting a suspected violation of law, provided that Affiliate: (1) files any document containing the Confidential Information under seal; and (2) does not disclose the Confidential Information, except pursuant to a court order.

23. Proprietary Rights

23.1 Reservation of Rights. ESBA or its licensors reserve all rights, title, and interest in and to Becoming-Bankable and Becoming-Bankable Materials, and any component thereof, and to any associated materials or intellectual property rights, and to any enhancements, customizations, integrations, modifications, suggestions, feedback, features, feature requests, or improvements related to the foregoing, whether or not associated and integrated into Becoming-Bankable or Becoming-Bankable Materials. Affiliate shall not take or cause any action that would be inconsistent with or impair the rights of ESBA or its licensors in Becoming-Bankable or Becoming-Bankable Materials.

23.2 Ownership of Creations. If Affiliate creates, develops, or assists in creating or developing any marketing materials, processes, systems, ideas, or any works of authorship (“**Creations**”) related to Becoming-Bankable or ESBA’s present or future business operations, Affiliate hereby assigns to ESBA or its designees all rights, title, and interest in and to any such Creations. Should ownership of any Creation not vest with ESBA, Affiliate hereby grants ESBA or ESBA’s designees a fully paid, royalty-free, perpetual, non-exclusive, transferable, sublicensable (with the right to sublicense in multiple tiers), and non-terminable license to any and all Creations to permit ESBA or its designees to use such Creation for any and all legitimate business purpose.

23.3 Use of Marks. All uses of ESBA’s or its licensors’ trademarks, and all associated goodwill, will remain with ESBA or the applicable licensor. Except as expressly provided herein, Affiliate shall not use ESBA’s or its licensor’s trademarks: (i) in or in connection with the advertising, promotion, marketing, or distribution of any goods, services, or technologies without the prior written consent of ESBA; (ii) as part of Affiliate’s corporate or trade name or any domain name; (iii) in any way that may cause confusion, mistake, or deception; or (iv) in any way that may dilute, tarnish, or diminish the trademarks’ distinctiveness, or jeopardize the reputation or goodwill associated with the trademarks or the validity or ESBA’s ownership of the trademarks.

23.4 Promotional Rights. Affiliate agrees that ESBA may reference Affiliate in ESBA’s affiliate listings and place Affiliate’s name and logo on ESBA’s website and marketing materials relating to ESBA’s products and services, as well as in any press releases or client “case studies” and the like. Affiliate hereby grants ESBA a limited license to use Affiliate’s trademarks (name and logo only) for such limited uses.

24. Mutual Representations and Warranties. Each Party agrees: (i) to conduct its business in its own name and in compliance with all applicable laws and regulations; (ii) not to engage in any deceptive, misleading, or unethical business practices; (iii) not to engage in any practice that might be detrimental to the other Party, including, without limitation, disparagement of the other Party or its products or services; (iv) not to make false or misleading representations regarding the other Party or its products or services; (v) not publish any misleading or deceptive advertising material; and (vi) that entering into this Agreement does not and will not violate any agreement or obligation existing between it and a third party.

25. Affiliate Representations and Warranties. Affiliate represents and warrants that it possesses the experience, skills, and resources required to perform its obligations under this Agreement and that it will perform its obligations in a professional manner consistent with the highest level of care, skill, practice, and judgment exercised by other professionals in performing services of a similar nature.

26. Insurance Requirements. Affiliate shall, at all times during the term of this Agreement, maintain, at its own expense, insurance with coverage limits usual and customary for the business conducted by Affiliate. Upon reasonable request from ESBA, Affiliate shall make proof of applicable coverage available to ESBA, and if requested by ESBA, Affiliate shall make ESBA an additional insured on such policies.

27. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THE END USER AGREEMENT, IF ANY, BECOMING-BANKABLE IS PROVIDED “AS-IS,” “AS AVAILABLE,” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, ASSURANCE, CONDITION, OR DUTY REGARDING THE FUNCTIONALITY, SECURITY, OR AVAILABILITY OF BECOMING-BANKABLE, OR THAT BECOMING-BANKABLE IS FREE OF VIRUSES OR MALICIOUS CODE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ESBA DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ESBA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OF, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). ESBA FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ESBA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY OR PRODUCTS OR SERVICES RELATED TO BECOMING-BANKABLE WILL MEET AN END USER’S REQUIREMENTS, THAT THE OPERATION OF BECOMING-BANKABLE WILL BE ERROR-FREE, OR THAT ALL DEFECTS IN BECOMING-BANKABLE WILL BE CORRECTED.

ESBA MAKES NO REPRESENTATION OR GUARANTEE AS TO THE AMOUNT OF MONEY AFFILIATE MAY EARN UNDER THIS AGREEMENT.

28. Indemnification. Each Party will indemnify and hold harmless the other from and against any claims, actions, losses, damages, or other liabilities that arise out of or result from any claim of any third party relating to: (i) any dispute between Affiliate and an End User or Prospect; (ii) any breach of any covenant, representation, or warranty contained in this Agreement; (iii) any violation by of any applicable law; and (iv) any violation or liability related to the provision of either Party’s services directly to an End User or Prospect.

29. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION,

REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; OR (IV) COST OF REPLACEMENT GOODS OR SERVICES. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. **THE TOTAL LIABILITY OF EITHER PARTY, IF ANY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY ONE PARTY TO THE OTHER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT ACT OR OMISSION GIVING RISE TO A PARTY'S LIABILITY. EACH PARTY RELEASES THE OTHER FROM ALL OBLIGATIONS, LIABILITIES, CLAIMS, OR DEMANDS IN EXCESS OF THE LIMITATION. THIS LIMITATION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED WARRANTY OR REMEDY UNDER THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

30. General Provisions

30.1 Entire Agreement. This Agreement, together with all exhibits incorporated by reference, comprises the entire agreement between the Parties relating to the subject matter. This Agreement supersedes all prior agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement.

30.2 No Amendments; No Waiver. This Agreement may not be modified or amended except in writing, signed by a duly authorized representative of each Party; no other act or custom shall be deemed to amend or modify this Agreement. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the Party that has given such waiver or excused such breach.

30.3 Assignment. Affiliate may not transfer and/or assign this Agreement without the consent of ESBA. ESBA may freely transfer and/or assign its responsibilities and rights under this Agreement. This Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns.

30.4 Rights Cumulative. No right or remedy conferred upon or reserved to either of the Parties is intended to be exclusive of any other right or remedy (unless such intent is expressly provided in such provision), and every right and remedy shall be cumulative and in addition to any other right or remedy, now or hereafter legally existing upon any default.

30.5 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the Parties shall mutually agree on an alternate, legally valid, and enforceable provision. The remainder of this Agreement shall continue in full force and effect to the extent that continued operation under this Agreement without the unenforceable provision is consistent with the intent of the Parties as expressed in this Agreement.

30.6 Compliance with Laws. Each Party agrees to comply with all applicable laws in its performance under this Agreement and the provision of ESBA services or Affiliate Services for End Users, including, without limitation, all laws related to the collection, use, protection, and disclosure of Personal Information.

30.7 Dispute Resolution. For any dispute with ESBA, Affiliate agrees first to contact ESBA at admin@esbaaffiliates.com and attempt to resolve the dispute informally. If the Parties are unable to resolve the dispute informally within ninety (90) days, the Parties agree that any claim or controversy relating to this Agreement (except for actions seeking injunctive relief) shall be settled by binding arbitration according to the Commercial Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator to be selected by the Parties no later than ten (10) days after delivery of the demand for arbitration or, failing such agreement, appointed pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be conducted in Sheridan, Wyoming, unless otherwise agreed by the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing Party in any arbitration will be entitled, in addition to any other rights or remedies it may have, to reimbursement for its expenses incurred, including arbitration costs and reasonable attorneys' and arbitrators' fees. This arbitration provision is governed by the Federal Arbitration Act.

30.8 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Wyoming, excluding the body of law pertaining to conflicts of law. Any dispute between the Parties excluded from arbitration or that cannot be heard in small claims court shall be resolved in the federal courts located in the District of Wyoming, and the Parties submit to the personal and exclusive jurisdiction and venue of these courts.

30.9 Injunctive Relief. Affiliate acknowledges that a breach or threatened breach by Affiliate of the Sections entitled 'Confidentiality' or 'Proprietary Rights' will result in irreparable injury to ESBA and that monetary damages will not be adequate relief for such injury. Accordingly, Affiliate agrees that ESBA is entitled to injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies that may be available.

30.10 Notices. Either Party may give notice to the other Party at any time by electronic notification or letter delivered by first-class postage prepaid mail or overnight courier to the following addresses: to ESBA at Elite Small Business Advisors, Inc., 30 N Gould St, Suite 44658, Sheridan, WY 82801, and to Affiliate, at the address set forth in **Schedule A**. Either Party may at any time designate another address by notifying the other Party in writing.

30.11 Survival. Any provision of this Agreement contemplating performance subsequent to the expiration or earlier termination of this Agreement, or which expressly states that it shall survive termination of the Agreement, shall survive such expiration or termination and shall continue in full force and effect until fully satisfied.

Affiliate and ESBA each agree to the terms and conditions of this Affiliate Agreement.

Elite Small Business Advisors, Inc.

Affiliate:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Schedule A

AFFILIATE DETAILS				
Affiliate Name				
Affiliate Address				
Affiliate Contact				
Affiliate Tier	<ul style="list-style-type: none"> • Tier 1: Less than 15 Becoming-Bankable Licenses sold in previous quarter • Tier 2: 16 to 24 Becoming-Bankable Licenses sold in previous quarter • Tier 3: 25+ Becoming-Bankable Licenses sold in previous quarter 			
AFFILIATE PRICING				
Becoming-Bankable License	Tier 1	Tier 2	Tier 3	Retail Price
Becoming-Bankable Virtual	\$1,250	\$1,025	\$750	\$3,995
Becoming-Bankable Live Coach	\$1,400	\$1,300	\$1,200	\$6,995
REFERRAL FEES				
Becoming-Bankable Loans	Tier 1	Tier 2	Tier 3	Retail Price
% Commission Received from ESBA Commercial Loan Brokerage	35%	40%	45%	NA
% Commission Received from Affiliated Brokerages	60%	65%	70%	NA
ADDITIONAL TERMS				
<p>Internal Use License. Affiliate may purchase a license for Affiliate’s own internal business use at \$1,250. The internal use license shall automatically terminate upon termination of the Affiliate Agreement.</p>				

Affiliate Terms

Acknowledged and agreed to:

Elite Small Business Advisors, Inc.

Affiliate:

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____