

AFFILIATE AGREEMENT

Quest Funding Services, LLC

This Agreement is made and entered into effective as of the date of execution by and between **Quest Funding Services, LLC**, of (mailing address) 3105 Jasmine Court, Mays Landing, NJ 08330 (hereinafter the "Company"), and _____ of _____ (hereinafter the "Affiliate").

RECITALS

WHEREAS, Company is in the business of arranging, brokering, facilitating or making loans or other funding, as well as providing business services related to funding, for applicants (A/K/A "customers" or "clients");

WHEREAS, Company is desirous of having Affiliate submit to it funding applications, or requests for other related business services, from applicants, said applications or requests being generated as a result of the efforts of the Affiliate;

WHEREAS, Affiliate is engaged in the activity of taking applications and requests for commercial funding or related services, aiding and assisting Borrowers in the pre-qualification for that funding, choosing the appropriate funding program and completing application and processing those applications on behalf of others;

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Relationship of Parties.

1.a The relationship between the parties is an independent contractor relationship, as defined by law and common understanding. The Affiliate is not an agent of Company and shall not represent to any third party that it is acting as an agent for Company; nor shall it use Company's name in any advertising without Company's express prior written consent. Company enters into this Agreement for the sole purpose of retaining Affiliate to originate commercial funding on behalf of Company.

1.b As an independent contractor, Affiliate is not prohibited from doing its business outside of its general region, and is not required to work any specified hours, or specified days. Affiliate is permitted to use its own good judgment in conducting Affiliate's business, provided that such judgment does not result in violation of Company policy, government controls or the accepted norms of professionalism and good ethics.

1.c Affiliate is responsible for paying Affiliate's own taxes, including but not limited to Social Security, Federal Insurance Contributions, Federal and State income taxes and any applicable sales taxes.

2. Affiliate's Representations.

Affiliate specifically represents to Company that by entering into this Agreement, Affiliate does not and will not conflict with or violate any other agreement or understanding to which the Affiliate is a party, or any law, regulation, or order, including but not limited to any disciplinary orders or requirements of any regulatory agency to which the Affiliate is subject. Affiliate agrees that Affiliate is, and will continue to be in compliance with all applicable state and federal laws, rules and regulations governing the business contemplated by this Agreement.

Affiliate specifically represents that he or she is aware that the funding opportunities available from Company are only to be offered in those areas where no license is required for commercial origination or where Company &/or Affiliate possesses and valid and current license for such funding activities. All liability for violation of any licensing or securities law, by Affiliate, shall rest solely with Affiliate.

3. Duties and Responsibilities.

Company hereby engages Affiliate's services to originate commercial funding, and offer related business services, by contacting members of the real estate profession and the public using Affiliate's best efforts to originate loans. All originations shall be done in a prudent manner and conform to the standards required by Company as well as all state, federal and local regulations and statutes. Specifically, Affiliate covenants that he or she shall comply with the Federal Equal Credit Opportunity Act and its Regulation B, the Uniform Commercial Code, the Federal Truth-in-Lending Act and Regulation Z, and the Real Estate Settlement Procedures Act and its Regulation X (to the extent, if any, that those regulations apply to commercial funding), the Securities Act of 1933, as amended, and any other Federal or state regulations or securities laws which apply to commercial funding.

Affiliate agrees to fully disclose the details of all funding-related activities and transactions and to always conduct and regulate his or her activities and habits in such a way as to maintain and increase the good will and reputation of Quest Funding Services. The actions and conduct of Affiliate shall be consistent with the approved policies and procedures of Company at all times. A felony conviction, or any conviction for financial fraud, by Affiliate necessarily renders this Agreement null and void and may subject Affiliate to legal action by Company.

3.a Affiliate agrees to solicit customers only for those funding programs offered and approved by Company, or its affiliate brokers, lenders, investors or other approved funding sources.

3.b Affiliate shall pre-qualify each Applicant by analyzing their funding request; their assets, income and debt obligations; the nature (use, financial & otherwise) of the property or purpose for which the funding is sought; as well as the details of their experience and other qualifications for the funding they are seeking; and shall, after due diligence in this regard, shall give an honest and good faith estimate as to whether it will be reasonably possible to obtain the requested funding. Affiliate shall not make any statements to any Applicant that would tend to mislead Applicant into believing that the requested funding is guaranteed, except by means of a Company, investor or lender binding commitment.

3.c Affiliate understands and agrees that Affiliate has an obligation to the public and that all Applicants will be fully advised of the various funding options that may be available to them. In addition, Affiliate shall advise Applicant of the anticipated closing costs, advance fees or escrows (if any) and the likely terms and payments of the funding that is considered to be accessible. In this regard, Affiliate specifically agrees to abide by Company and governmental disclosure policy and regulations as they apply to the origination activities of Affiliate. A copy of the basic disclosure policy, which shall be provided to all customers who elect to submit a funding application, is attached to, and made a part of, this Agreement.

3.d Affiliate shall assist in collecting from Applicant financial information and the other of the documentation that is appropriate for submission with an initial funding application. Affiliate is, by no means, expected to submit an application that is, in form substance or order, completely ready for final underwriting. However, Affiliate must be aware that there are minimum standards that the Company can allow, found in the Company submissions guideline, before the application must be suspended pending receipt of more complete and or accurate information and/or documentation.

3.e Affiliate shall maintain regular contact with Company (or the Affiliates supervising Regional Affiliate or Branch Affiliate Manager); as well as the Applicant & others between the time of initial interview and the loan closing, in order to keep Applicant informed of the status of the application and to gather any additional information or documentation that the Company requests that the Affiliate obtain from the Applicant to enable Company to process underwrite &/or submit the file for underwriting.

3.f Affiliate agrees to take the course on funding options, ethics, origination theory and techniques that Company will make available to Affiliates. Affiliate acknowledges that keeping apprised of the content of such a course, and revisions to Company policy, is to the benefit of Affiliate, Company and its customers. Affiliate is expected to pass the test associated with said course with a grade of 75% and will

receive a written Certificate of Completion, from Company, upon doing so. In the event said course and test is not completed and passed within 90 days of execution of this agreement, Company reserves the right to reduce Affiliate's commission tier rates by 5% below those shown in the commission schedule and Affiliate is subject to enhanced supervision to ensure that company policies are followed.

3.g Affiliate agrees that no commissions or fees negotiated as compensation for funding originated by Affiliate during the term of this Agreement shall be payable directly to Affiliate by a borrower, lender or other source paying fees or commissions based on a Quest funding. All such commissions or fees shall be payable to Company and compensation of Affiliate shall be by Company according to the Compensation provisions of this Agreement, as amended. Any fees which are collected by Affiliate, prior to funding, shall be considered the property of Company and transmitted to Company as soon as is practical.

3.h As an indication of Affiliate's dedication to honesty and ethics, execution of this Agreement shall constitute that they agree to abide by the Code of Ethics of the National Association of Alternative Funding Professionals (whether a member of that Association, or not). A copy of that Code is attached to, and made a part of, this Agreement.

4. Compliance with Company Rules and Guidelines.

Affiliate agrees to comply with all rules and guidelines set forth in this Agreement and those that may be set forth, from time to time, as policy, training and/or compliance documents. Those documents shall be provided to the Affiliate as they are promulgated and shall be available in printed and/or electronic form, upon request of the Affiliate, or found within the Affiliate section of the Company website www.questfundingservices.us. Those documents contain additional requirements imposed on Affiliates as part of their contractual relationship with Company, and may contain policies and procedures of Company as well as rules and regulations under the law or required by the various regulatory agencies.

5. Advertising, Business Cards.

5.a Affiliate shall have the authority to represent through business cards, announcements, or other documents, that Affiliate is an independent Affiliate representing Company and shall be permitted to utilize Company logos and slogans for advertising purposes, for the duration of the affiliation, provided that said advertising is in compliance with company policy and makes no representations that are not in conformance with said policy.

5.b All advertising must comply with Company policy &/or controlling government regulation. Affiliate shall first submit such advertising or marketing materials to Company for written approval from Company, verifying that it meets with Company policy &/or government regulations, before circulating it to the public.

5.c Any advertising that Affiliate wishes to engage in shall be at Affiliate's expense provided, however, that Company reserves the right to share in the expenses of cooperative advertising that Company and Affiliate may, in writing, subsequently agree to undertake. Company reserves the right to unilaterally place advertising, on behalf of Affiliate, at the expense of Company.

6. Other Contractual Affiliations.

Affiliate shall not be associated with, be a representative of, or enter into a contractual agreement of any kind with any other mortgage Company, mortgage banking firm or other firm that provides commercial funding, or related business services which are offered by Company, whether for compensation or not, without prior written authorization from Company. Affiliate shall immediately notify Company if Affiliate becomes involved in any activity that would create the possibility of a conflict of interest, on the part of Affiliate, with respect to Company.

7. **Indemnification.**

In addition to any other rights and remedies that Company may have, the Affiliate shall indemnify and hold harmless Company and its shareholders, members, directors, officers, agents, successors, and assignees from any loss, damages, suits, claims, taxes, penalties, fines, forfeitures, judgments, liabilities, or costs and expenses of any nature (including attorney's fees and costs of suit) against Company resulting from any claim, demand defense or assertion based on or grounded upon, or resulting from a breach of any representation, warranty, or covenant by Affiliate under this Agreement. This indemnity shall survive the termination of this Agreement.

8. **Loan Applications, Programs, Fees.**

Company, in its sole discretion, may reject any application for funding for reasons of its own business convenience, and nothing herein shall be construed to require the processing of any loan application presented by Affiliate. Company shall have the sole discretion of determining what loan or funding programs it will offer and what loan or funding applications it will accept and/or approve. All Loans shall be closed in the name of Company; such other names as Company shall determine; or in the name of any third-party lender to whom that application was assigned, or their assignee as agreed between Company and such lender or assignee. Affiliate agrees that all fees negotiated and/or collected in regard to funding applications or other Company business services, will be payable to Company and not to Affiliate. Affiliate agrees not to collect any fees, on Affiliate's own behalf, from a customer while any funding application, of other Company services for customer, are pending, and shall have no for-fee business relationship with any customer while any funding originated via Company is pending, except as authorized, in writing, by Company.

9. **Local Office Operation.**

Affiliate is permitted, and encouraged to maintain a formal office from which to represent the business and may utilize the Company name provided there is clear and adequate notice that Affiliate is an independent contractor and not an agent of Company. Affiliate may meet with clients in the clients' home or in a public place, such as a restaurant, but may not meet with clients in an office which is that of a competitor of the Company.

9.a If Affiliate chooses to operate an office, as above, said office shall be designed and run as a tasteful, but conservative and professional business operation. No collateral activities shall be run out of the same location that either competes with, or would reflect badly on, the Company or would tend to reduce the productivity of the office, except at otherwise authorized, in writing, by Company.

9.b All costs and expenses of said office shall be borne by Affiliate provided, however, that Company may alter this arrangement to contribute a portion of costs for future expansion that it may mandate upon Affiliate, and Company may, at its sole discretion, pay other such costs on behalf of Affiliate.

Employees, Subordinate Affiliates and Co-Affiliates

In the event Affiliate chooses to acquire employees or others to represent the local operation, they shall be considered employees &/or agents of Affiliate and not of Company unless & until Company chooses to allow them to also represent Company in a manner similar to its relationship with Affiliates, as follows:

10.a Until such time as said persons are approved as additional Affiliates of Company, they are prohibited from dealing with customers as originators of funding products facilitated by Company except under direct supervision of their directly superior Branch Manager or supervising Regional Affiliate, and they shall be prohibited from identifying themselves as Affiliates of Company on business cards, in other writing, except as the employees &/or agents of the supervising Affiliate, until such time as they have agreed to all terms of this agreement, and endorsed a copy thereof.

10.b In order to be approved as Sub-Affiliates of Company, the request for same shall come from the supervising Affiliate, in writing, and each Sub-Affiliate must agree to abide by all of the provisions of this

Agreement, as well as all other company policy and government regulations/laws, which shall apply to them, including agreement to submit to, and clear, the criminal background check required of all Affiliates.

10.c Termination of subordinate Affiliates: Regional Affiliates have the right to terminate Branch Managing Affiliates &/o Branch Affiliates, with or without cause, who are subordinate to them; and Branch Managing Affiliates may terminate their subordinate Branch Affiliate(s) with or without cause. Of course, Quest, the company, may terminate any Affiliate with or without cause.

11. Compensation.

11.a Gross vs. Net Commission to Company: For clarification, the Gross Amount paid to Company by Lender or Title Company at closing shall include: origination points (paid by Borrower), yield spread premium (paid by Lender), and any borrower agreed upon processing/underwriting fees as approved and charged by Company. In the event the Gross Amount paid to Company includes Loan Processing Fees and/or Doc Preparation fees provided by an outside service, Company will receive \$350 for processing, or the actual amount of said third-party processing charge, before any commissions are paid to Affiliate. In the event the Gross Amount paid to Company includes reimbursements for appraisals and/or credit reports, those specific amounts will be paid to Company before any commissions are paid to Affiliate. If Loan Processing and Doc Preparation fees are separate line item amounts and paid directly to a person or company for Loan Processing and/or Doc Prep Services, then the above amounts deducted from the Gross Amount paid to Company will be zero.

11.b As an independent contractor, Affiliate shall be paid as such and compensation shall be reported on IRS form 1099. Affiliate shall be solely responsible for the filing for, and payment of, all income, self-employment &/or other tax which may be due on said compensation. In order to facilitate this relationship, Affiliate agrees to keep Company apprised of any changes to his/her legal address & contact info.

11.c After Company receives amount specified in 11.a above, if applicable, Affiliate will receive (as 1099 income) the base amount of the "Net" Commission (Gross amount of check received from closing, less any Loan Processing and/or Doc Prep Services and reimbursement for credit report or appraisal fees referred to above) received by Company from Loan Closing as detailed on their commission schedule.

11.d To encourage high and steady origination by Affiliate, Company will pay increased commission on such production that exceeds a base level. In addition, Company will pay commissions of referrals, sales or business services related to origination and other production by Affiliate. A commission schedule is attached to, and made a part of this Agreement and will be updated from time to time.

11.e Affiliate agrees, at the time that Company requests the same, to obtain a Borrower Listing Agreement from each customer who signs and submits a formal funding application. Said Agreement discloses the maximum fee that the customer shall be obligated to pay to Company, when such fee shall be due to Company, and the obligations of Company, and customer, to each other. The form of said Agreement is subject to change and the current version of it shall be provided to Affiliate upon request.

(Compensation of Employees/Agents of Affiliate; Co-Affiliates, Sub-Affiliates)

11.f Employees or agents of Affiliate shall be paid out of the compensation Affiliate receives from Company, or from other sources. Company shall, in no way, be obligated to pay compensation to such employees or agents unless Company subsequently agrees, in writing, to modify this policy. Company shall not be responsible for any tax reporting obligations to such employees or agents of Affiliate.

11.g Co-Affiliates, Regional Affiliates, Managing Branch Affiliates and subordinate Branch Affiliates shall share in the compensation to the extent that established by Company and the other parties, in writing. The split of compensation between Company & Regional or Managing Branch Affiliates is set by the respective commission schedule. The split between Managing Branch Affiliates and the subordinate Branch Affiliates is set by the manager, but they are encouraged to follow Company general recommendations regarding those splits. All compensation shall be paid to Affiliate unless or until other

arrangements are agreed upon, in writing, by Company and Affiliate. Unless, and until, such variation from the attached schedule is effected, or other compensation agreement is reached between Company and Affiliate, the proportion of the split of compensation between Affiliate and Co-Affiliate or Sub-Affiliate shall be mutually agreed upon by Company and Affiliate and the decision memorialized in writing.

12. Adjustments to Compensation.

It is Company policy for all third-party reports (appraisal, credit, etc) to be ordered by Company or the funding lender/investor unless prior written approval is given for Affiliate to order the same. Affiliate will be responsible for the cost of any such report ordered by Affiliate without Company authorization and for which advance payment has not been received by Company. Company, in its sole estimation, may consider the cost of an initial credit report to be "the cost of doing business" and absorb said cost. However, charges for excess credit reports and/or loan processing charges will be deducted from compensation as described above. Customers are to be made aware that it is generally illegal, under Federal law, for them to order their own appraisal except for information (non-loan) purposes.

13. Technological Capability

Affiliate shall, at all times, have available, and maintain in good working order:

- A modern personal computer with broadband Internet access; and ability to scan and print;
- Said computer shall be equipped with anti-virus and anti-spyware/anti-malware software and software to provide a secure area of the attached hard-drive for storage of sensitive information ;
- A laser printer capable of printing up to legal size documents (available for under \$100);
- A phone or cell phone with long-distance capability and voice-mail, which answers "Thank you for contacting Quest Funding Services", when voice-mail is engaged;
- A separate fax number and fax machine, fax printer, or the ability to receive faxes via Internet or other electronic means into computer, and the ability to save and/or print faxes;
- Software capable of opening, creating and manipulating Microsoft Word & Excel documents and the ability to read PDF files and create PDF files from word processed or scanned documents;
- Software capable of creating URLA-1003 loan applications.
- Segregated, encrypted hard-drive, partition or directories in which all sensitive/confidential client information must be stored, in compliance with the intent of the Graham, Leach Bliley Act.

14. Disputes.

14.a Any controversy, dispute or claim whatsoever between Affiliate and Company, including but not limited to any dispute about the validity, interpretation, effect or alleged violation of this Agreement, shall be settled by binding arbitration, at the written request of either party, to be conducted in the County of Atlantic, State of New Jersey in accordance with the rules of The American Arbitration Association. The decision of the arbitrator shall be binding and conclusive on the parties and any judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

14.b Affiliate acknowledges that, in executing this agreement, Affiliate is giving up the right to have a jury trial, to have any court hear such dispute, or to pursue a class action in regard to such dispute against Company or related third parties.

14.c The prevailing party in any action of dispute between Affiliate and Company shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing party may be entitled.

15. Waiver, Severability.

15.a Any failure by Company to enforce and/or require the strict keeping and performance of the terms and conditions of this Agreement, Company policy or any other documentation accompanying this Agreement (incorporated by reference, and subject to amendment by Company from time to time) shall not constitute a waiver of such terms and conditions and shall not affect of impair the right of Company to utilize such remedies that Team USA may have hereunder.

15.b If any part of this agreement is found to be invalid by virtue of the law or the action of a court of competent jurisdiction, or otherwise, the balance of the agreement shall remain if full force as written.

16. Termination of Agreement.

This Agreement shall commence on the date of execution of this Agreement. Representation of a Affiliate in good standing will be evidenced by listing the Affiliate on the Company’s website at www.questfundingservices.us. Either party may terminate this Agreement at any time, upon 30 days written notice to the other party. If not so terminated, this Agreement shall be considered to be self-renewing for one-year terms. This Agreement shall also terminate by operation of law or upon the death or disability of Affiliate. Upon termination of this agreement, the parties shall have no further rights or obligations with respect to each other provided, however, that the portion of any fundings originated by Affiliate prior to termination, which settle after termination, and which Company, in its sole estimation considers to have been earned by Affiliate by the time of termination, shall be paid to Affiliate upon settlement & receipt of the full commission by Company. The rights of the Company, and the obligations of Affiliate, under this agreement, shall inure to any person or entity that becomes the successor or assignee of the Company. With respect to commissions earned by Affiliate prior to the death of Affiliate or effective date of termination of this Agreement, they will be paid by Company to Affiliate or the estate of the Affiliate within a reasonable period of time of receipt of said funds by Company.

IN WITNESS WHEREOF, the parties have read, understood and acknowledged every part of this Agreement by affixing their signatures hereto:

QUEST FUNDING SERVICES, LLC (COMPANY)

- REGIONAL AFFILIATE
- BRANCH AFFILIATE

Olen Soifer

By: _____
Olen Soifer

Its: President

DATED: _____

By: _____ LS

Printed Name: _____

SSN: _____

DATED: _____

If a Branch Affiliate, check below & supervisor/mentor name:

Supervising Regional or Managing Branch Affiliate: _____