

# AFFILIATE AGREEMENT

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This Independent Contractor / Affiliate Agreement (the "Agreement") is entered in between Preferred Funding Group, Inc, (herein referred to "PFG") on this Day of \_\_\_\_\_, 2024, and

(hereinafter referred to as "Affiliate", and collectively referred to as the "Parties")

Address: \_\_\_\_\_  
\_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Direct: \_\_\_\_\_ Taxpayer I.D.  
#: \_\_\_\_\_ or  
Social Security #: \_\_\_\_\_

## RECITALS

In consideration of the mutual covenants and agreements set forth herein, PFG and Affiliate hereby agree as follows:

## TERMS AND CONDITIONS

1. Services to be provided by Affiliate: During the period of this Agreement, Affiliate shall have the full and complete obligation and responsibility for the performance of the services described herein.
2. Payment and Commission: As full and complete compensation for all services to be performed by Affiliate, PFG shall pay Affiliate according to the terms.

3. **Term:** This Agreement shall commence on the date set forth above and shall continue thereafter or until termination by either party as provided for herein. This Agreement may be terminated at any time by either party hereto giving the other party thirty (30) days prior written notice of such termination, except that no more than one (1) day's oral notice may be given if termination is for cause. Cause as used herein shall mean any act of defalcation, fraud, material misrepresentation, moral turpitude or other acts of an adverse nature, such as to impair the reputation of PFG. Termination of this Agreement shall not void the liability of PFG to Affiliate for any commission earned by Affiliate prior to such termination. PFG shall have the right to a set-off or deduction for claims made as a result of any breach of this Agreement.

3.1 **Affiliate:** The relationship of Affiliate to PFG shall be that of an independent contractor. It is agreed and understood that PFG will not exercise control or supervision over the activity or operations of Affiliate and that Affiliate will perform hereunder solely as an independent contractor and not as an agent, employee, joint venturer or partner of PFG. Affiliate is not authorized to make any representation in connection with PFG, The Affiliate is fully representing Themselves, and is fully aware and understands that specifically there is no existence of fee's, commission's or monetary charges collected in exchange for service rendered. Affiliate is fully responsible and liable for any and all false presentations or transactions. Affiliate recognizes and specifically acknowledges that PFG does not agree to use Affiliate exclusively. Affiliate further recognizes and specifically acknowledges that Affiliate shall be free to pursue any other business interests during the course of this agreement, except as specifically agreed to and authorized by this Agreement. Affiliate shall bear and be solely responsible for all of its expenses in carrying out the services set forth in this Agreement, including but not limited to office expenses, salaries, insurance and taxes.

Representatives shall have no authority to bind PFG in any way whatsoever, or to use PFG names, policies, marketing materials, or supplies in any manner unless specifically authorized by this Agreement.

**3.2 Marketing Literature and Information:** PFG may, without warranty or obligation therefore, provide to Affiliate either at no cost or at PFG's sole discretion, marketing literature, information, training material and other data (hereinafter generally referred to as "support material") to assist Affiliate in performance of the services required by this Agreement. Affiliate shall strictly comply with the terms, procedures and information contained in the support material. Affiliate shall be solely responsible for the presentation of the support material to PFG's clients. Affiliate further agrees to utilize such support material only in connection with the services set forth in this Agreement.

All such support material, as well as all records of the accounts of clients and potential clients, lists of clients and potential clients and any other records and books relating in any manner whatsoever to the clients of PFG that may be provided to Affiliate by PFG shall be the exclusive property of PFG and shall be immediately returned to PFG upon the termination of this Agreement. This includes, but is not limited to, client information that is directed to, accessed by and/or stored on any of PFG's websites or databases. Upon termination of this Agreement, Affiliate shall no longer have the right to access such information and shall cooperate with PFG to relinquish all passwords or any other such access to such information.

**4. Indemnification:** Affiliate shall indemnify PFG against, and hold PFG harmless from, any and all costs, expenses, fees (including attorney's fees) and other liabilities arising in connection with any claim based upon any alleged misrepresentations, actions, omissions, or other tortious conduct of Affiliate or any partner, employee, agent, party in interest or representative of Affiliate.

**5. Assignment:** This Agreement shall not be assigned by either party hereto without the prior written consent of the other party.

**6. Notices:** Any notice to be given hereunder by either party to the other shall be in writing and may be affected either by personal delivery or by registered or certified mail, postage and fees prepaid. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. Either party may change its address for notice by giving notice of such change to the other party in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of five (5) days after mailing.

7. **Invalidity:** If one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable of any reason, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

8. **Attorney's Fees:** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

9. **Governing Law:** The obligations, and undertakings of the parties to this Agreement shall be performable in the State of Illinois, and the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in the State of Illinois, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

10. **Force Majeure:** In the event that either party shall be prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the parties hereto including financial losses of PFG, then said party shall not be liable to the other party for any loss, injury or damage suffered or incurred by the other party as a result thereof.

11. **Entire Agreement:** This Agreement expresses the full and complete understanding of the parties with respect to the subject matter herein and supersedes all prior proposals, agreements, representations, and understandings, whether written or oral.

## 12. Nondisclosure and Noncompetition.

(a) At all times while this agreement is in force and after its expiration or termination, \_\_\_\_\_ ("Affiliate") agrees to refrain from disclosing Preferred Funding Group, Inc dba PFG customer lists, trade secrets, contact information of (banks, investors, agents, brokers, borrowers, lending corporations, or trusts) or other confidential material. Affiliate agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage. (b) While this agreement is in force, affiliate agrees to use his best efforts to refer new clients to PFG and to abide by the nondisclosure and noncompetition terms of this agreement; PFG agrees to compensate affiliate as follows:

PFG will pay affiliate 2.5% (hereafter referred to as "Standard Compensation") of the total amount funded to the client. Affiliate is responsible for having his/her referred clients execute all applications, contracts, and disclosures between client and PFG. The above agreed compensation shall be paid only after the referred client pays Preferred Funding Group, Inc in full for the product/services rendered by PFG. Affiliate agrees to collect all applications, disclosures, and contracts from clients on behalf of PFG. After expiration or termination of this agreement, the affiliate agrees not to compete with PFG or its affiliates and subsidiaries for a period of 2 years. Competition means owning or working for a business of the following type: Corporate/Business Credit building. If Affiliate chooses to charge any fee to a client in relation to the services offered by Preferred Funding Group, Inc., affiliate must disclose the fee to PFG prior to referring to the client, as well as provide any and all written agreements relating to the fee the affiliate is charging. Failure to do so will result in termination of this agreement and forfeiture of all standard compensation owed to the affiliate. (c) If the affiliate violates this agreement, he agrees to pay liquidated damages in the amount of the actual damages incurred by PFG or its affiliates by the violation of the term, conditions and covenants herein not to compete as specified in subparagraph (b) of this agreement.

**IN WITNESS WHEREOF, and EXECUT ED HEREUPON, Preferred Funding Group Inc dba PFG and affiliate have signed this agreement:**

**Preferred Funding Group, Inc dba PFG Title Date**

By: \_\_\_\_\_  
Date\_\_\_\_\_

By: \_\_\_\_\_  
Please Print: "Affiliate Name"

## ACH Authorization Form

I (we) hereby authorize Preferred Funding Group dba PFG (THE COMPANY) to initiate entries to my (our) checking/savings account at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credit/debited in error. The authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

\_\_\_\_\_  
\_ (Name of Financial Institution)

\_\_\_\_\_  
(Address of Financial Institution- Branch, City, State, & Zip)

\_\_\_\_\_  
\_ \_ (Financial Institution Routing Number)

\_\_\_\_\_  
\_ \_ (Financial Institution Account Number)

\_\_\_\_\_  
\_ \_ (Signature)

\_\_\_\_\_  
(Date)