WORKABLE FUNDING

ISO PARTNER AGREEMENT

hello@workablefunding.com | (212) 470-1405

This Agreement governs the referral of merchants to Workable Funding LLC by an independent sales organization or broker. Complete the details below, sign, and return to hello@workablefunding.com. Countersigned copies are returned within one business day. This document is not legal advice; the ISO Partner should review it with its own counsel.

ISO Partner Details

Legal entity name	DBA (if any)

Entity type	EIN / Tax ID	State of formation

Business address	City / State / ZIP

Primary contact name	Title	Phone

Email	Website	Years in the industry

1. Parties and Purpose

This ISO Partner Agreement (the "Agreement") is entered into as of the Effective Date below by and between **Workable Funding LLC**, a New York limited liability company with offices at 40 Wall Street, 27th Floor, New York, NY 10005 ("Workable Funding"), and the party identified in the signature block below (the "ISO Partner"). The ISO Partner wishes to introduce small business merchants to Workable Funding for merchant cash advance, revenue-based financing, and business term loan products ("Funding Products"), and Workable Funding wishes to compensate the ISO Partner for introductions that result in funded transactions, on the terms set out below.

2. Independent Contractor Relationship

The ISO Partner is an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture, franchise, or partnership relationship. The ISO Partner has no authority to bind Workable Funding, approve or decline funding, issue commitments, quote final terms, waive stipulations, or accept funds on behalf of Workable Funding, and shall not hold itself out as doing so. The ISO Partner is solely responsible for its own personnel, expenses, taxes, and licensing.

3. Onboarding and Required Partner Documentation

Before the ISO Partner is activated and before any commission is released, the ISO Partner shall deliver to Workable Funding: (a) this Agreement, executed by an authorized signer (electronic signature accepted); (b) the ISO Partner's EIN or federal Tax Identification Number; (c) the Social Security number of the signing owner or principal; (d) a legible copy of that person's REAL ID or other government-issued photo identification; (e) a completed IRS Form W-9; and (f) ACH banking details for commission payments. These items are collected for identity verification, tax reporting, and anti-fraud and anti-money-laundering compliance, are held confidentially, and are used only for those purposes. Workable Funding may request updated documentation at any time and may suspend activation or payment until the required items are received and verified.

4. Submission of Deals

Deals are submitted through the Workable Funding ISO deal submission form or to hello@workablefunding.com. A complete file consists of: a signed merchant application, the three most recent months of business bank statements (four preferred), a month-to-date statement when submitted after the 14th, a government-issued photo ID for each owner, and a voided business check. Workable Funding may request additional stipulations. Workable Funding accepts or declines each submission in its sole discretion and is under no obligation to fund any deal.

5. Compensation

Commission is earned solely on deals that fund, and is calculated on the funded amount. Points are earned on the spread between the Workable Funding buy rate and the sell rate presented to the merchant, up to a maximum of twelve (12) points. The standard buy rate is 1.38; stronger credit and bank profiles may earn a better buy rate at Workable Funding's discretion. The maximum sell rate is 1.4999. The exact commission for any individual deal is confirmed in writing at approval and that confirmation controls.

6. Payment Terms

Commission is paid by ACH to the account designated by the ISO Partner fifteen (15) business days after the funding date. Payouts are run twice per month on Thursdays, and commission is released on the first scheduled payout run occurring after the fifteenth business day. Each payout is accompanied with a deal-level statement showing the merchant, funded amount, buy rate, sell rate, points, and net commission. The ISO Partner is responsible for providing accurate banking and tax information (including a completed IRS Form W-9) and the onboarding documents listed in Section 3 before the first payout. Workable Funding may offset any amount owed to it under Section 7 against commission otherwise payable.

7. Clawback and Reversal

Commission is not clawed back on performing deals. Commission is subject to full or partial reversal where, within thirty (30) days of funding: (a) the merchant rescinds or the advance is unwound; (b) the deal funded on the basis of altered, falsified, or materially misrepresented documentation; or (c) the merchant defaults having made no payment (first-payment default). Reversed amounts are due within fifteen (15) days of written notice and may be netted against future commission.

8. Deal Ownership, Exclusivity, and Renewals

A merchant properly submitted by the ISO Partner and funded by Workable Funding remains the ISO Partner's relationship. Workable Funding will not knowingly solicit that merchant around the submitting ISO Partner during the term and for twelve (12) months following termination. Renewals of a funded merchant are credited to the submitting ISO Partner at full commission. Where the same merchant is submitted by more than one party, the first complete file received controls.

9. Representations of the ISO Partner

The ISO Partner represents and warrants with respect to each submission that: all documentation is complete, unaltered, and authentic; the merchant authorized the submission and the pull of its bank data; all existing advances, positions, liens, judgments, and defaults known to the ISO Partner have been disclosed; no fee has been charged to the merchant for the introduction unless separately disclosed in writing to Workable Funding; and no guarantee of approval, amount, rate, or timing has been made to the merchant.

10. Compliance with Law

The ISO Partner shall comply with all applicable federal, state, and local laws and regulations, including without limitation the Telephone Consumer Protection Act, CAN-SPAM, the FTC Act and UDAAP standards, the Gramm-Leach-Bliley Act safeguards requirements, state commercial financing disclosure laws (including New York and California), and all applicable broker registration and licensing requirements in the states in which it solicits. The ISO Partner shall maintain records of merchant consent and shall not engage in robocalling, spoofed caller ID, deceptive advertising, or the purchase of unlawfully sourced lead data.

11. Confidentiality

Buy rates, commission grids, underwriting guidelines, pricing exceptions, portfolio data, and merchant information are the confidential information of Workable Funding. The ISO Partner shall not disclose them to any third party, including competing funders or syndicators, and shall use them solely to perform under this Agreement. This obligation survives termination indefinitely as to merchant data and for three (3) years as to all other confidential information.

12. Data Protection

The ISO Partner shall maintain commercially reasonable administrative, technical, and physical safeguards to protect merchant personal and financial information, transmit such information only through secure channels, retain it only as long as necessary, and notify Workable Funding within forty-eight (48) hours of any suspected breach affecting a submitted merchant.

13. Advertising and Use of Marks

The ISO Partner shall not use the Workable Funding name, logo, or trademarks in advertising, paid search keywords, social media handles, email domains, or website domains without prior written consent, and shall not represent itself as Workable Funding LLC or as a lender, funder, or direct source of capital where it is acting as a broker.

14. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate on written notice, effective immediately. Workable Funding may suspend submissions immediately upon suspicion of fraud or misrepresentation. Commission on deals funded prior to termination remains payable in the normal payout cycle, subject to Section 7. Sections 7, 11, 12, 15, 16, and 17 survive termination.

15. Indemnification

The ISO Partner shall indemnify, defend, and hold harmless Workable Funding, its members, officers, and employees from any claim, loss, fine, penalty, or expense (including reasonable attorneys' fees) arising out of the ISO Partner's breach of this Agreement, its violation of law, its misrepresentation to any merchant, or the submission of falsified documentation.

16. Limitation of Liability

Except for the indemnity obligations in Section 15 and breaches of Sections 11 and 12, neither party shall be liable for indirect, incidental, consequential, special, or punitive damages. Workable Funding's aggregate liability under this Agreement shall not exceed the total commission paid to the ISO Partner in the twelve (12) months preceding the claim.

17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of New York without regard to its conflict of laws rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and each waives trial by jury. The prevailing party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees.

18. General

This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior discussions. It may be amended only in writing signed by both parties, except that Workable Funding may update its published underwriting guidelines and buy rates at any time on notice. The ISO Partner may not assign this Agreement without written consent. If any provision is held unenforceable, the remainder continues in force. This Agreement may be executed in counterparts and by electronic signature, each of which is an original.

Signatures

By signing below, each party agrees to be bound by this Agreement. The individual signing on behalf of the ISO Partner represents that they are authorized to do so.

ISO Partner — authorized signature Date

Print name Title

Workable Funding LLC — authorized signature Date

Print name Title

Effective Date: the later of the two dates above. Return signed copies to hello@workablefunding.com.