



Anything Commercial

Commercial & Business Funding

Independent Sales Office (ISO) Agreement

ISO Information

Name	
Email Address	
Phone Number	
Home or Business Address	

In order to become a ISO of Anything Commercial, we have provided the following forms and instructions. The enclosed package contains the forms listed below. These forms will enable our firm to setup your ISO account and give you access to our ISO website so you can get started.

PLEASE REVIEW AND SIGN THE ENCLOSED DOCUMENT

1. **ISO AGREEMENT.** Please fill out and sign the agreement.
3. **ADDENDUM A – COMPLIANCE STANDARDS.** These are our standard policies that must be adhered to while you are a ISO of Anything Commercial. Please sign and return.
4. **ADDENDUM B – COMMISSION FEE SCHEDULE.**
This covers your commission by selling the products and services. Please sign and return.
5. **W9 FORM.** You are a commission ONLY independent contractor and will not have taxes withheld from your commission. You will receive a 1099 at the end of the year. Please fill out and sign the document.

NOTE: ALL ISOs AGREEMENTS, W9 FORMS & CLIENT DOCUMENTS MUST BE IN PDF FORMAT ONLY (OR THEY WILL BE RETURNED) & EMAILED, THE ONLY IMAGES ACCEPTED IS DRIVER LICENSES, VOIDED CHECKS. IF YOU WERE REFERRED TO ANYTHING COMMERCIAL ISO PROGRAM, MAKE SURE YOU ADD THE PERSON WHO REFFERED YOU ON PAGE 6

Email ONLY To: rayp@anythingcommercial.com

ISO AGREEMENT

This Agreement, made on (Date) _____ between ANYTHING COMMERCIAL, hereinafter referred to as the “**Company**”, located at 151 West Passaic St., Rochelle Park N.J. and _____ hereinafter referred to as **INDEPENDENT SALES OFFICE "ISO"**, and collectively Company and ISO are hereinafter referred to as the “**Parties**”. This agreement is entered into in Bergen County, New Jersey.

RECITALS

ISO is engaged in providing business services for the Company. ISO has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an ISO pursuant to this Agreement. ISO is or remains open to conducting similar tasks or activities for clients other than the Company and holds themselves out to the public to be a separate business entity.

Company desires to engage and contract for the services of the ISO to perform certain tasks as set forth below. ISO desires to enter into this Agreement and perform as a ISO for the Company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

TERMS

This Agreement shall be effective commencing Date _____ And Shall continue until terminated by either party as otherwise provided herein.

1) STATUS OF ISO

This Agreement does not constitute a hiring by either party. It is the parties intentions that ISO shall have an ISO status (Independent Contractor) and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by ISO unless

specifically authorized in writing. ISO shall not act as an employee of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

2) TASKS, DUTIES, AND SCOPE OF WORK

- A. ISO agrees to follow the code of ethics that the company abides by and requires of all ISOs performing marketing for the company.
 - 1. ISO agrees to be ethical when selling services/products such as, not misrepresent, or lie to clients to earn their business, such as promising guaranteeing any outcomes of products or services..
 - 2. The ISO is a marketing company or independent contractor for the company. Company doesn't give legal advice or a law firm.
 - 3. ISO will educate and support client accounts at all times, such as collecting documents and setting appointments etc.
 - 4. ISO is compensated for selling clients company products/services and is paid when funds are received into the companies account and funds are clear.

ISO shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work being performed already or related change orders. ISO shall not be entitled to engage in any activities which are not expressly set forth by this Agreement that are relevant to the company.

3) NON-CIRCUMVENTION

NOT TO CIRCUMVENT, AVOID, BYPASS, OROBVIATE one another DIRECTLY OR INDIRECTLY. This agreement is to confirm that the undersigned ISO will not deal with any entity introduced by the Company without the knowledge and prior written permission of the Company. The parties confirm that the terms of this agreement expressly cover acts of negligence and inadvertent disclosure, which are a violation of this agreement. ISO acknowledges that the Company, in the natural course of business, will contact the ISO's clients. The ISO agrees that they will not contact the company's attorneys, vendors, banks, lenders, clients, affiliates and ISOs in any matter to establish a business relationship.

4) COMPENSATION

ISO in the status of a ISO shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows: Commissions will be paid to the ISO for each file/client that the ISO turns into the company. A product or service is considered complete only after the client OR entity pays in full for the products or services. If the client does not pay for services or products rendered, the ISO will not receive commissions and the client file/ will be canceled/closed. Commission will be paid every Friday, funds must have cleared by Wednesday by 5pm to get paid on Friday. Company needs a minimum 7 business days for accounting purposes and funds to clear.

5) NOTICE CONCERNING WITHHOLDING OF TAXES

ISO recognizes and understands that it will receive an IRS 1099 statement (Independent Contractor) and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. ISO hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of ISO failure to make such required payments.

6) Company will Supply

ISO will be provided clients agreements/Training/marketing materials for the different products and services the company has available.

7) TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 10 days written notice to the other at the addresses set forth in the paragraph entitled "Notice", below. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

8) NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARY INFORMATION

Parties agree not to disclose or communicate, in any manner, either during or after ISO agreement with Company, information about parties, its operations, clientele, or any other information, that relate to the business of parties including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of parties. Parties acknowledge that the company information is material and confidential and that it affects the profitability of Company. Parties understand that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent ISO feels they need to disclose confidential information, they may do so only after obtaining written authorization from an officer of the Company. **ISOs must maintain their accounts to continue earning commissions.** Compensation is broken down in addendum B.

9) NON-SOLICITATION

Parties shall not, during the Agreement and for a period of 12 months immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the clients or ISOs of the each party on whom the parties

became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

10) NON-RECRUIT

Parties shall not, during this Agreement and for a period of 12 months immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees, clients, vendors or other ISOs for the purpose of any outside business.

11) RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

12) WORK FOR HIRE

ISO agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, Clients and trade secret laws.

13) LEGAL COMPLIANCE

ISO is required to treat all Company employees, customers, clients, business partners and other ISOs with respect and responsibility. ISO is required to comply with all laws, ethical codes and Company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

14) NOTICES

Any written notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice 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. ISO agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and Cell phone numbers.

15) ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred either before or after judgment in addition to any other relief to which such party may be entitled.

16) INDEMNIFICATION

ISO shall defend, indemnify, hold harmless, and insure Company from any and all damages, expenses and/or liability resulting from or arising out of, any negligence or misconduct on ISO's part, or from any breach or default of this Agreement, which is caused or occasioned by the acts of ISO shall name Company as an additional insured on all related insurance policies including, but not limited to, workers' compensation, and general liability.

17) CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, and/or Indemnification Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, and, Non-Disclosure Agreement.

18) REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

19) PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20) GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of New Jersey. Jurisdiction and venue for all purposes shall be in the County of Bergen, State of New Jersey.

Executed and agreed upon on, _____, at 151 West Passaic St. Rochelle Park
New Jersey, NJ 07662

ISO:

ISO Print Name

Telephone Number

ISO Sign

E-mail

Company:

Anything Commercial, LLC Managing Partner

Who Referred you: _____

E-mail _____

Phone: _____

Addendum A: ISO Agreement

This Agreement, made on _____ between ANYTHING COMMERCIAL LLC, hereinafter referred to as the “Company”, located at 151 West Passaic St. Rochelle Park NJ 07662 Suite 31 and _____, located at _____, hereinafter referred to as "ISO", and collectively Company and ISO are hereinafter referred to as the “Parties”. This agreement is entered into in Bergen County, New Jersey.

AMENDED ITEMS

THE COMPLIANCE STANDARDS FOR THE CONTRACTOR IS THE FOLLOWING:

1. General

- (a) No referencing yourself as an employee of anything commercial. or any attorneys.
Strictly Enforced.
- (b) **No legal advice** may be given or insinuated unless the ISO is an attorney licensed to practice law in that state.
- (c) No tax advice may be given or insinuated unless the ISO is a licensed CPA.
- (d) Must **not offer the client outcomes**, guarantees or promises of services and products
- (e) Full explanation to clients of products and services. What it is and isn't; What your role is vs. theirs.
- (f) Must not make any promises or guarantees to any type of outcome of products and services **that the client could expect.**

2. Marketing

- (a) All marketing material must be approved by Anything Commercial LLC. management and their attorneys before it may be used.
- (b) May not use any image or property of Anything Commercial. and/or attorneys in any type of marketing material without their express, written permission. This includes, but is not limited to, radio/television advertisements, email or any electronic media, websites, and/or print media.
- (c) All advertising content (and data supporting the claims made) shall be saved for five years. This includes website content.

ISO (INDEPENDENT CONTRACTOR)

COMPANY

X_____

X_____
 Anything Commercial LLC Managing Partner

COMMISSION FEE SCHEDULE

This Agreement, made on _____ between Anything Commercial, LLC, hereinafter referred to as the "Company", located at 151 West Passaic St. Rochelle Park NJ 07662 Suite 31

and ISO (Print Name) _____,

hereinafter referred to as "ISO", and collectively Company and Contractor are hereinafter referred to as the "Parties" This agreement is entered into in Bergen County, New Jersey.

AMENDED ITEMS

The services and products can be sold as a stand alone product. This can be a gateway product for other products we offer or the client may use the Products/Reports for any purpose not related to Company. ISO cannot guarantee Clients success with Company products or services. While it certainly may help, we simply cannot guarantee success.

Company holds no control or liability for claims made by the ISO.

Note: This Agreement is "ONLY" for INDEPENDENT SALES OFFICES

**1) BUSINESS CASH ADVANCES, DEBT RELIEF, COMMERCIAL LOANS, LOAN MODIFICATIONS, WORKOUTS, TERM BUSINESS LOANS, REAL ESTATE LOANS
Commission Paid to ISO is Net 50% split ONLY On Closed Funded Loans/
Transactions On Net Fees.**

A processing fee will be taken out on all closed & funded gross commissions for processing and in house underwriting.

NOTE: THEY MAYBE UPFRONT APPLICATION, INHOUSE UNDERWRITING & PROCESSING FEES ON CERTAIN TYPES OF FUNDING/LOANS/MCA's.

2) 10% REFERRAL FEE WILL BE PAID WHEN JUST A NAME AND NUMBER OF A CLIENT IS GIVEN.

ISO (Independent Contractor)

(COMPANY) ANYTHING COMMERCIAL LLC

ISO Signs _____

A.C. Signs _____

Phone _____

ISO E-Mail _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

- Form 1099-INT (interest earned or paid)