



# REFERRAL PARTNER CEOs CIRCLE MEMBERSHIP PROGRAM AGREEMENT

ARF Financial, LLC ♦  
 1300 Sawgrass Corporate Parkway, Suite 120, Sunrise, FL 33323  
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This Referral Partner CEO’s Circle Membership Program Agreement (this “Agreement”) is entered into as of the Validation Date set forth below, by and between ARF Financial, LLC, a California limited liability company (“ARF”) and the referral partner (“RP” or “Member”). **[INSERT COI NETWORK LEADER HERE IF APPLICABLE: Member has been referred to ARF to become a Member by \_\_\_\_\_, as Member’s COI Network Leader, subject to Validation as set forth below.]** Member’s address, contact information, Banking and Payment Information is as follows:

If an individual:	
Name ("Member"):	
Social Security Number:	
Street Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
Cell Phone Number:	
Email Address:	
If a company:	
Contact Name:	
Company Name ("Member"):	
Federal Tax ID #:	
Company Street Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
Contact Cell Phone Number:	
Contact Email Address:	
RP Banking Information for Payments and Network Fee and Annual Renewal Fees (if paying Membership Fees by Credit Card, complete Credit Card Section below Banking Information):	
Name On Account:	
Bank Name:	
ABA Routing Number (ACH):	
Account Number:	
Election to Debit Bank Account	Member to Initial below as Applicable:
	I authorize this Account be debited for the Network Fee [ _____ ] RP’s Initials
	I authorize this Account be debited for the Annual Renewal Fees [ _____ ] RP’s Initials
RP Credit Card Information for Network Fee and Annual Renewal Fees Due:	
Name On Card:	
Type of Card:	
Card Number:	
Expiration Date and Security Code:	Expiration Date:                      Security Code:                      Billing Zip Code:
Election to Charge CC Account	Member to Initial below as Applicable:
	I authorize this Account to be charged for the Network Fee [ _____ ] RP’s Initials
	I authorize this Account to be charged for the Annual Renewal Fees [ _____ ] RP’s Initials

The following Section will be completed by ARF upon Validation of the Agreement (as applicable):	
Validation Date:	
Initial Term of Contract End Date:	
Annual Renewal Fee Due Date:	
COI Network Leader Confirmation:	
ARF Rep Assigned:	

This Agreement is made with reference to the following recitals.

A. ARF is in the business of making Loans and providing banks and lending institutions (“Lender(s)”) with marketing and loan servicing services throughout the United States (“Lending Services”) to restaurant merchants, professional practices and other retail business owners (“Merchants”). Loans either originated by ARF or by Lenders through ARF’s Lending Services are collectively referred to herein as “Loans.”

B. Member is in the business of marketing products and services to Merchants and/or has customer relationships with Merchants that are prospective borrowers of ARF or its Lenders, which Member desires to refer to ARF. ARF desires to support Member’s marketing efforts by providing the Marketing Services and to incentivize Member for Referrals by providing the Member Benefits as provided herein.

C. ARF has established the Referral Partner CEO’s Circle Membership Program (“CEO’s Circle Member Program”). Member and ARF desire to have Member become a CEO’s Circle Member and participate in the CEO’s Circle Member Program and for Member to market and promote ARF’s Member Programs as described herein and to serve as a “Circle of Influence” (“COI”) to recruit other referral partners to the CEO’s Circle Member Program and to receive a “Circle of Rewards” (“COR”) for Member’s efforts. ARF also has established a “Founding Circle Membership Program.” Member may also recruit referral partners to the Founding Circle Membership Program but Member acknowledges and agrees that it will receive no COR benefits with respect to such recruited Members unless and until they become a CEO’s Circle Member and enter into an Agreement as a CEO’s Circle Member.

D. The [ARF Partner Membership Program Terms and Conditions](#) (create URL where these will reside) (“Terms and Conditions”) are incorporated into and made a part of this Agreement and the Parties agree to Terms and Conditions as a binding part of this Agreement. Member acknowledges that it has read and agreed to the Terms and Conditions which are a part of this Agreement.

E. These Recitals are incorporated into and made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARF and Member hereby agree as follows:

1. Member Program. Member has elected to participate as a CEO’s Circle Member and Member and ARF each agree to the terms of the Member Program and the Membership Benefits as set forth below and in the Terms and Conditions. Member will pay the applicable Network Fee upon execution of this Agreement. Member will be entitled to receive the Membership Benefits corresponding to the CEO’s Circle Membership Program, so long as Member remains in good standing by payment of the applicable Membership Fees and has complied with the terms of this Agreement.

CEO’S CIRCLE MEMBER PROGRAM	
Initial Network Fee:	\$1,000
Annual Renewal Fee:	\$1,000
Referral Fees for Term Loans $\geq$ 39 Weeks:	8%
Referral Fees for Term Loans $<$ 39 Weeks:	3%
Referral Fees for Flex Pay Loans with Initial Term $\geq$ 39 Weeks:	8%
Referral Fees for Flex Pay Loans with Initial Term $<$ 39 Weeks:	3%
Referral Fees for IO Flex Pay Loans:	4% on Loan Funding, 4% on Roll Over to Extended Term
Referral Fees for the “Bankroll” Loans known as “Term Loans with Revolving Period” or “TLRP”	4% on Loan Funding (including 4% on Incremental Amount of Redraw), and 4% “Fees Due Over Time” or “FDOT”
Residual Fees for Term Loans $\geq$ 39 Weeks:	8%
Residual Fees for Term Loans $<$ 39 Weeks:	3%

Member Initial

Residual Fees for Flex Pay Loans with Initial Term $\geq$ 39 Weeks:	8%
Residual Fees for Flex Pay Loans with Initial Term < 39 Weeks:	3%
Residual Fees for IO Flex Pay Loans:	4% on Loan Funding, 4% on Roll Over to Extended Term
Residual Fees for TLRP:	4% on Loan Funding (including 4% on Incremental Amount of Redraw), and 4% Earn Out Fees
COI Override Fee:	1% of Loan Amount
Share of COI Network Fee:	50% (Initial Network Fee Only, does not apply to Annual Renewal Fee)
COR Network Bonus:	\$5,000 for every 50 COI Members who join as CEO's Circle Members (Validated)
COR Performance Bonus:	\$5,000 per \$500,000 of funding per calendar year up to \$25,000
Unique URL	Yes
Unique Landing Page	Yes
Product Flyers	250
Windfall Program Eligible:	Yes

2. Account Authorization. Member acknowledges that it has authorized ARF to either debit its Bank Account via ACH or charge its Credit Card for the applicable Network Fee and Annual Renewal Fees which become due under this Agreement as referenced above. Member shall keep on file with ARF a valid bank account and/or credit card information at all times during the term of this Agreement.
3. Terms and Conditions. The Terms and Conditions may be modified by ARF from time to time in its sole discretion by notification to Member via Member's email as provided herein, and such Terms and Conditions as modified shall apply to all Referrals made by Member to ARF after the date of such notification. However, ARF shall not amend or modify the Terms and Conditions in any manner that materially modifies the Membership Benefits for the CEO Circle Member Program, as set forth herein, except upon not less than 30 days prior to renewal of the Term or Renewal Term of this Agreement.
4. Effective on Validation Date. This Agreement will be effective only upon Validation and will be effective on the Validation Date. ARF will return a countersigned copy of this Agreement to Member after Validation.

IN WITNESS WHEREOF, this Agreement has been entered into in Sunrise, Florida, as of the date set forth above.

ARF Financial, LLC

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

Its: \_\_\_\_\_

"Member"

EntityName: \_\_\_\_\_

(if applicable)

Signature: \_\_\_\_\_

PrintName: \_\_\_\_\_

Title: \_\_\_\_\_