



BROKER-ISO AGREEMENT

This Broker-ISO Agreement ("**Agreement**") is made between _____ ("**Broker**") and Ross Capital Funding Group, Inc. dba **Ross Commercial Capital Group**, herein referred to as "**RCCG**". This Agreement governs the referral of clients by Broker to RCCG for the purpose of obtaining financial products and services offered by RCCG, including but not limited to bridge loans, fix and flip loans, ground-up construction loans, single property rentals, rental portfolios, and multifamily term loans.

1. REFERRAL AND ASSIGNMENT Broker may refer potential clients ("**Clients**") to RCCG or offer to sell completed transactions to RCCG. RCCG has the sole discretion to accept or reject any Clients or transactions referred or sold by Broker.

2. COMPENSATION Broker will receive compensation as outlined in a term sheet provided upfront for each deal, based on RCCG's approval and execution of transactions submitted by Broker.

3. TERM AND TERMINATION This Agreement is effective upon Broker's first referral and remains in effect until terminated by either party with written notice. Rights and obligations related to transactions prior to termination will survive.

4. NON-CIRCUMVENTION Broker is protected under a non-circumvention clause ensuring exclusive rights to compensation for any deals with introduced Clients for 36 months from the last interaction.

5. CONFIDENTIALITY Both parties agree to maintain the confidentiality of proprietary information shared in the course of this Agreement. The confidentiality obligation extends for five years beyond the termination of this Agreement.

6. COMPLIANCE AND REPRESENTATIONS Broker agrees to comply with all applicable laws and regulations and ensures all information provided to RCCG is accurate and complete. Broker represents it has the authority to enter this Agreement and will not engage in broker-to-broker deals in any capacity. Broker must represent their client directly with no intermediary.

7. INDEMNIFICATION Broker agrees to indemnify RCCG against any losses resulting from breaches of this Agreement or misrepresentations.

8. DISPUTE RESOLUTION Disputes under this Agreement will be resolved through arbitration in the jurisdiction where RCCG is located or at RCCG's sole discretion.



9. Clawback Provision:

a. **General:** RCCG reserves the right to reclaim any commissions or fees paid to Broker under this Agreement in the event that a Client transaction is rescinded, canceled, or otherwise reversed, or if it is subsequently discovered that the transaction did not meet the eligibility criteria or was based on misleading or fraudulent information provided at the time of the transaction.

b. **Conditions for Clawback:** The conditions under which RCCG may invoke this clawback provision include, but are not limited to, the following:

- The Client defaults on a loan within a specified period from the transaction closing date, typically within the first 12 months.
- The transaction is found to have violated any applicable laws, regulations, or policies of RCCG.
- The Broker has breached any representations, warranties, or obligations set forth in this Agreement leading to RCCG's financial loss.

c. **Procedure:** In the event of a clawback, RCCG will notify the Broker in writing, detailing the reason(s) for the clawback and the amount to be returned by the Broker. The Broker agrees to refund the specified amount to RCCG within 15 days of receiving such notice.

d. **Dispute Resolution:** If the Broker disputes RCCG's clawback decision, the parties may pursue resolution through the dispute resolution procedures outlined in this Agreement.

10. MISCELLANEOUS This Agreement contains the entire understanding between the parties and is governed by the laws of the state where RCCG is registered or where they conduct business at the discretion of RCCG. Amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the party has executed this Agreement as of the latest date set forth below.

Broker-ISO Company Name: _____

Broker-ISO Company Address: _____

Broker Signature: _____

Date: _____

Print Name: _____

Title: _____