

## Zed Funding Consulting Agreement

This Consulting Agreement is made and entered into this date, \_\_\_\_\_, 2022 by an between, \_\_\_\_\_ with an address of \_\_\_\_\_, (including its affiliates, subsidiaries, nominees, successors and assigns, collectively referred to hereinafter as the "Sponsor"), and **Zed LLC, a District of Columbia limited liability company, D.B.A. Zed Funding**, with an address of 1808 Florida Ave NW, Washington, DC 20009 (the "Consultant"), hereinafter collectively referred to as the "Parties".

### 1. THE AGREEMENT

**1.1** Sponsor intends to participate in a financing transaction including, but not limited to, any loan, lease, debt (including mezzanine debt), debt restructure or payoff, merger or acquisition, strategic alliance, or asset sale (the "Transaction") and desires to engage Consultant to introduce Sponsor to potential financing sources which may include, but are not limited to, a single investor, several investors, institutions, lenders, financing companies, or banks (any such financing source, an "Investor"). In furtherance of Sponsor's engagement of Consultant hereunder, Sponsor hereby grants Consultant the exclusive authorization to source funding for the Transaction for 60 days, commencing upon execution of the Agreement (the "Term") by both parties. If, however, at the termination of the 60-day exclusive authorization period, negotiations or discussions with any Investor procured during the Term by any source are ongoing or proceeding (or if negotiations or discussions with any Investor procured during the Term commence within 30 days of termination) toward issuance or execution of a commitment or toward closing, the Term shall be deemed to be extended for a reasonable period as sufficient to complete the Transaction.

**1.2** Any Transaction shall be on terms and conditions satisfactory in the sole discretion of Sponsor. Should Sponsor close on a Transaction under this Agreement as a result of the introduction of Sponsor through Consultant to an Investor (or any related entity under Investor's control), that in itself shall serve as proof that the Transaction met the terms and conditions that were satisfactory to Sponsor.

**1.3** Sponsor shall be under no obligation to pay Consultant where the introduced source has offered to complete all or part of a Transaction unless such offer is accepted by Sponsor and such Transaction is completed. Sponsor shall be under no obligation to consummate any such Transaction, except upon such terms as shall be acceptable to Sponsor in its sole discretion.

**1.4** It is acknowledged by Sponsor that Consultant has acted solely as an intermediary in introducing Sponsor to Investors and not in any other capacity. Consultant has not advised Sponsor in any manner regarding the merits of a Transaction; Sponsor has consulted its own counsel on all aspects of a Transaction and has done its own due diligence to its satisfaction.

**1.5** The undersigned parties hereby irrevocably agree not to circumvent, avoid, bypass or obviate each other, directly or indirectly, to avoid payment of fees or commissions in any Transaction with any Investor, revealed by either party to the other, in conjunction with any Transaction. The Sponsor agrees and covenants that he or she will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation, apply to Investors to whom Consultant has submitted a loan application, except through Consultant, for a period of 24 months, otherwise the Sponsor shall be subject to Consultant for the Fee described in section 2 of this agreement.

**1.6** This Agreement between Sponsor and Consultant will expire 24 months from the date first above at which time neither party will have any obligations towards the other party unless introduced Investors are negotiating with the Sponsor at the time this Agreement expires, then this Agreement will survive until such time as the active dealings either terminated or a Transaction is closed.

### 2. THE FEE

**2.1** In consideration for Consultant's provision of services to Sponsor pursuant to this Agreement, Sponsor shall pay to Consultant a fee (The "Fee") of one percent (1%) of the total principal loan amount funded by Investor in a Transaction for loans less than \$5,000,000 (Five Million US Dollars) and three-quarters of one percent (.75%) of the total principal loan amount funded by Investor in a Transaction for loans equal to or greater than \$5,000,000 (Five Million US Dollars). Such Fee will become earned by Consultant, and due and payable by Sponsor, at such time that an Investor funds a Transaction. The Sponsor or the Investor shall release the Fee to Consultant via wire transfer or certified check made payable to Consultant. On a case-by-case occasion, and as deemed warranted, Consultant may admit to an alternate or negotiated form or rate of compensation as defined in Section 2.1. Such consideration shall be at the full discretion and written consent of the Consultant.

**3. OTHER**

**3.1** Consultant will not, except as required by law or as required by Consultant pursuant to this Agreement, reveal or disclose to any person or entity any information disclosed to Consultant pursuant to this Agreement concerning the finances or affairs of Sponsor or its principals except as necessary or required by an Investor or its third-party advisors in order to evaluate a Transaction. Sponsor acknowledges and agrees that Investors to which Consultant introduces Sponsor pursuant to this Agreement will require that Sponsor provides certain information regarding Sponsor and its principals to evaluate a potential Transaction, including, but not limited to, business and personal tax returns, business and personal financial statements, credit reports, and other information.

**3.2** This Agreement contains the entire agreement between Consultant and Sponsor concerning the introduction of Investors to Sponsor and correctly set forth the rights and duties of each of the parties to each other in this matter, and if any agreement concerning the subject matter herein is entered into after the date of this Agreement; it is likewise null and void unless otherwise agreed to by the Sponsor and Consultant. Any agreement or representation concerning the subject matter of this agreement or the duties of Consultant to Sponsor in relation thereto, not set forth in this agreement, is null and void.

**3.3** The Consultant will be reimbursed for all reasonable and necessary expenses incurred by the Sponsor in connection with providing the services hereunder. The Consultant will furnish statements and vouchers to the Sponsor for all such expenses.

**3.4** Any dispute, action or claim under this Agreement shall be resolved, to the exclusion of all other forums, in Washington, DC, and this Agreement shall be governed by the District of Columbia law. A facsimile of this document shall be deemed and considered as an original, binding, and enforceable document.

**3.5** Sponsor's disclosure and obligation to make true statement of facts to Consultant and Investors(s) are set forth in Investor(s) application. Sponsor shall provide Consultant and Investor(s) all material facts relative to this application. Sponsor agrees to save and hold Consultant harmless from all claims, disputes, litigations and/or judgment arising from incorrect information supplied by Sponsor or from any material fact known by Sponsor which Sponsor fails to disclose.

**3.6** Consultant is not registered with the SEC or NASD as a Broker/dealer or investment advisor and therefore, Consultant will not provide any investment services that require registration as a broker/dealer or investment advisor. Consultant shall act as an introducing party only. Consultant will not advise any person or entity on the merits of lending money to, purchasing an equity interest or purchasing assets from the Sponsor. Consultant will not advise the Sponsor regarding terms and conditions of a transaction with any person of entity introduced by Consultant to the Sponsor.

**3.7** Sponsor warrants that he or she has the authority to execute this Agreement. The Sponsor and Consultant further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

IN WITNESS WHEREOF, the within Agreement has been executed by a duly authorized officer and representative of each party who has signed it after all due corporate authority has been granted to each signatory on the date indicated below and shall be binding upon and insure to the benefit of each party's respective successors and assigns.

**“Consultant”:** Zed LLC, DBA Zed Funding

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

Name & Title: Saman Zomorodi, Managing Member

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

**“Sponsor”:** \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

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