

FlexShopper

PARTNERS with

IMAGINERetailer
Online Selling Solutions .com

FLEXSHOPPER MERCHANT APPLICATION

BUSINESS CONTACT INFORMATION

Number of Locations (Please complete Multiple Location Sheet for more than one location):

Company name (Legal):

DBA:

Store Phone:

Store Fax:

E-mail (to communicate with FlexShopper):

Registered company address:

City:

State:

ZIP Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

Gross Annual Revenues:

Website address: www.

.com

Federal Identification Number:

How long at current address?

OWNER INFORMATION

Owner # 1 Name:

Percent Ownership: %

Owner SS# or Taxpayer ID#:

Date of Birth:

Owner home address:

City:

State:

ZIP Code:

Home Phone:

Mobile Phone:

Email address:

Owner # 2 Name:

Percent Ownership: %

Owner SS# or Taxpayer ID#:

Date of Birth:

Owner home address:

City:

State:

ZIP Code:

Home Phone:

Mobile Phone:

Email address:

BUSINESS ACCOUNT INFORMATION

(THE COMPANY ACCOUNT YOU WOULD LIKE FLEXSHOPPER TO PAY)

Bank Name:

Bank Routing Number:

Bank Account Number:

ATTACH VOIDED CHECK

AGREEMENT

I hereby subscribe and affirm that all the information provided is true and accurate. FlexShopper, LLC and/or its agents are authorized to verify the accuracy of the statements and information provided (including using third party agencies) and to conduct a background (including criminal) check on the undersigned individuals.

X _____
Owner #1
Title:
Date:

X _____
Owner #2
Title:
Date:

FlexShopper

AGREEMENT

This Agreement is entered into as of [REDACTED], 2015 (the "Effective Date") by and among, FlexShopper, LLC, 2700 N. Military Trail, Boca Raton, FL 33431 ("FLEXSHOPPER") and [REDACTED] with principal offices at [REDACTED], ("MERCHANT").

FLEXSHOPPER provides lease to own ("Lease/Purchase") programs nationally to customers of retail and e-tail establishments, and MERCHANT desires to allow FLEXSHOPPER to provide access to such Lease/Purchase program to its customers (hereinafter "CUSTOMERS" or, individually, a "CUSTOMER") (1) in MERCHANT's retail establishments and (2) online using FlexShopper's payment method at checkout. In addition, MERCHANT may provide FLEXSHOPPER its product feed for FLEXSHOPPER's e-commerce marketplace so that MERCHANT's product may be selected for lease by a FLEXSHOPPER customer and MERCHANT may fill such order.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth below, MERCHANT and FLEXSHOPPER agree as follows:

- LEASE/PURCHASE PROGRAM:** FLEXSHOPPER SHALL provide the Lease/Purchase program, as such program may be changed from time to time by FLEXSHOPPER, on customer purchases. FLEXSHOPPER makes no representation or guarantee that any particular Lease/Purchase application submitted to FLEXSHOPPER by any CUSTOMER will be approved. At Merchant's option, FLEXSHOPPER shall provide MERCHANT, sales and procedural training pertaining to CUSTOMER's access to the Lease/Purchase program or FLEXSHOPPER will provide its own dedicated staff at its cost at MERCHANT's establishment.
- TERMINATION:** This Agreement will be effective as of the Effective Date, will continue in full force and effect for twelve (12) months, and shall be further extended automatically for successive twelve (12) month periods unless either party gives written notice of its intention to terminate at least sixty days prior to each such anniversary date (each an "Anniversary Date"), whereupon this Agreement shall terminate on the Anniversary Date. While this Agreement is in full force and effect, FLEXSHOPPER shall be the exclusive and only provider of an online Lease/Purchase program to MERCHANT at checkout. Upon termination of this Agreement for any reason, FLEXSHOPPER shall process and fund all invoices for items FLEXSHOPPER purchased from MERCHANT pursuant to a Lease/Purchase Agreement with CUSTOMER prior to the effective date of such termination. FLEXSHOPPER may terminate this Agreement sooner if MERCHANT breaches any provision of this Agreement.
- FUNDING:** FLEXSHOPPER will pay MERCHANT by ACH every 72 hours for all open invoices from MERCHANT that have Proof of Delivery (paperwork indicating CUSTOMER's order has been shipped or filled) for any approved FLEXSHOPPER Lease/Purchase. FLEXSHOPPER shall fund MERCHANT the approved retail invoice amount.
- FUNDING ERRORS:** MERCHANT agrees to reimburse FLEXSHOPPER as it may apply, any amounts erroneously funded to MERCHANT'S bank account, within three (3) business days after discovering such error, or being notified by FLEXSHOPPER, regardless of when such funding error occurred.
- MERCHANT will only use one Lease/Purchase program per customer, whether from FLEXSHOPPER or another provider.
- LEASE AGREEMENTS:** On behalf of FLEXSHOPPER, MERCHANT agrees to provide to each in-store CUSTOMER a written copy of such CUSTOMER's lease to own agreement with FLEXSHOPPER before such CUSTOMER leaves MERCHANT'S premises; this is not applicable if FLEXSHOPPER has its own dedicated staff at MERCHANT's establishment.

FlexShopper

7. **TRADEMARK.** MERCHANT acknowledges and agrees that FLEXSHOPPER is the sole and exclusive owner of all intellectual property associated with the FLEXSHOPPER mark, name, and Lease/Purchase program. MERCHANT shall not contest or challenge any intellectual property rights of FLEXSHOPPER. FLEXSHOPPER does not grant any express, implied, or other license or right to MERCHANT under any intellectual property or any other right of FLEXSHOPPER by entering into this Agreement with MERCHANT. MERCHANT does not grant any express, implied, or other license or right to FLEXSHOPPER under any intellectual property or any other right of MERCHANT by entering into this Agreement with FLEXSHOPPER.

8. **PRIVACY LAWS:** FLEXSHOPPER and MERCHANT agree to comply with Section 502(c) of the Gramm-Leach-Bliley Act of 1999, and federal regulations implementing Section 502(c), to the extent applicable, with respect to disclosure or reuse of nonpublic personal information received from the other party.

9. **NO INTERFERENCE:** MERCHANT agrees that it shall not in any way interfere with a FLEXSHOPPER CUSTOMER Lease/Purchase Agreement. Interference includes accepting any returns of merchandise subject to a Lease/Purchase Agreement.

10. **ARBITRATION:** Any claim, dispute or controversy relating to or arising out of this Agreement shall be settled by arbitration under the prevailing Rules of the American Arbitration Association. The Arbitrator(s) shall have no power to modify or add to any of the provisions hereof. The award made in such arbitration shall be final and binding upon the parties hereto and judgment may be entered thereon in any Court of competent jurisdiction. This provision shall survive the termination of this Agreement. The Arbitration board shall be made up of three Arbitrators. The American Arbitration Association shall assign one Arbitrator. In addition, each party may choose an Arbitrator from their industry to represent their interests. The cost of Arbitration shall be borne equally by the parties hereto.

11. **FORCE MAJEURE.** Neither party to this Agreement shall be liable to the other by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of a cause beyond the control and without the fault or negligence of such party. Such causes may include but are not limited to acts of God, of the public enemy or of civil or military authority, unavailability of energy resources, system or communications failure, delay in transportation, fires, strikes, riots or war. In the event of any force majeure occurrence, the disabled party shall use its best efforts to meet its obligations as set forth in this Agreement.

12. **INDEMNIFICATION.** FLEXSHOPPER and MERCHANT acknowledge that MERCHANT is not a party to the Lease/Purchase Agreement. FLEXSHOPPER shall indemnify and hold harmless MERCHANT and MERCHANT's affiliates, subsidiaries, parent company, employees, officers, and directors from any claims or demands, fines levied by any state, local or federal governments, actions, damages, costs and expenses, including reasonable attorney's fees, arising out of FLEXSHOPPER's Lease/Purchase Program, unless such claims or demands, fines levied by any state, local or federal governments, actions, damages, costs and expenses are due to MERCHANT's willful misconduct or gross negligence. MERCHANT may defend against any such claims utilizing counsel reasonably acceptable to FLEXSHOPPER and MERCHANT may settle any such claim only with the consent of FLEXSHOPPER, which shall not be unreasonably withheld.

13. **NOTICE.** Any notice, request, instruction or other document required by the terms of this Agreement to be given to any other party hereto shall be in writing and shall be given by facsimile or delivered or mailed by certified mail, postage prepaid, with return receipt requested, to the following addresses:

FlexShopper

If to FLEXSHOPPER:

FlexShopper, LLC
Attention: Brad Bernstein
2700 N. Military Trail, Suite 200
Boca Raton, FL 33431
Fax: (212) 214-0881

If to MERCHANT:

Fax: () - _____

This Agreement may be modified only in writing, signed by both parties hereto.

A fully executed facsimile of this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

MERCHANT

FLEXSHOPPER

By: _____

(Signature)

Print Name _____

Title: _____

By: _____

(Signature)

Print Name: _____

Title: _____