

Referral Partner Agreement

This Referral Partner Agreement (the "Agreement") is entered into as of the effective date set forth below by and between Nirvana Capital Co. LLC, a limited liability company with a principal business address located at 33 Nassau Ave. Fl 2 #1 Brooklyn, NY 11222 (hereinafter referred to as "Company" or "Nirvana Capital Co. LLC"), and the undersigned individual or entity (hereinafter referred to as the "Referral Partner").

1. Purpose of the Agreement

This Agreement governs the relationship between Nirvana Capital Co. LLC and the Referral Partner with respect to the referral of potential loan transactions to Nirvana Capital Co. LLC for consideration and possible funding.

2. Referral of Potential Borrowers

The Referral Partner agrees to refer potential borrowers (hereinafter referred to as "Borrowers") to Nirvana Capital Co. LLC. The referral will include necessary details about the Borrower and the transaction to allow Nirvana Capital Co. LLC to evaluate the opportunity. Nirvana Capital Co. LLC reserves the right to accept or reject any referral in its sole discretion.

3. Compensation

Nirvana Capital Co. LLC agrees to compensate the Referral Partner for successful referrals that result in a closed loan transaction, subject to the following terms:

- a) Payment Terms: The compensation for each referred deal (hereinafter referred to as the "Referral Fee") will be determined on a case-by-case basis and will be agreed upon in writing before the closing of the transaction.
- b) Payment Timing: The Referral Fee will be paid within two (2) weeks following the closing of the referred transaction, provided the Borrower does not default as described below.
- c) Repayment Obligation: If the Borrower defaults on the loan within 90 days of the closing date, the Referral Partner will be required to repay the full Referral Fee within 30 days of receiving written notice from Nirvana Capital Co. LLC.

4. Default by Borrower

For the purposes of this Agreement, a "Default" means a failure by the Borrower to make any scheduled loan payment within 90 days of the loan closing date, or a breach of any material term of the loan agreement that results in the loan being called or deemed non-performing.

5. Independent Contractor Status

The Referral Partner is an independent contractor and not an employee, agent, or legal representative of Nirvana Capital Co. LLC. The Referral Partner has no authority to enter into any contracts or make any commitments or representations on behalf of Nirvana Capital Co. LLC. Furthermore, the Referral Partner acknowledges and agrees that they are not entitled to any employee benefits, including but not limited to, health insurance, pension plans, or paid time off, and cannot act as an employee of Nirvana Capital Co. LLC.

6. No Fraud

The Referral Partner agrees that all information provided to Nirvana Capital Co. LLC regarding any Borrower will be accurate and truthful to the best of their knowledge. The Referral Partner agrees not to engage in any fraudulent, misleading, or deceptive practices in connection with the referral of Borrowers. Any fraudulent activity by the Referral Partner will result in immediate termination of this Agreement and may lead to legal action by Nirvana Capital Co. LLC.

7. Confidentiality

The Referral Partner agrees to keep confidential any non-public information received about Nirvana Capital Co. LLC, its operations, or any referred Borrowers. This obligation extends beyond the termination of this Agreement.

8. Term and Termination

This Agreement shall commence as of the effective date and will continue until terminated by either party. Either party may terminate this Agreement for any reason with 30 days written notice. Termination of this Agreement will not affect any Referral Fees earned prior to termination, except in the event of Borrower Default as outlined in Section 3(c).

9. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes all prior agreements or understandings, whether written or oral.

11. Amendments

Any amendment to this Agreement must be in writing and signed by both parties to be effective.

12. Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered via email, certified mail, or hand-delivered to the addresses of the parties provided below.

Effective Date: This Agreement is effective as of the date of the signature of both parties.

Nirvana Capital Co. LLC

Caitlin Davis | Owner

Business Address:

33 Nassau Ave. Fl 2 #1

Brooklyn, NY 11222

Referral Partner:

Name: _____

Address: _____

Signature: _____

Date: _____