



Sphynx Financial

"Simply the Best"

Partner Referral Agreement

This Referral Agreement ("Agreement") grants to the person or entity Referring Party identified below ("Referring Party") the right to refer to Sphynx Financial qualifying new customers ("Prospects") for the purchase/refinancing of Sphynx Financial commercial real estate financing or small business loans directly from Sphynx Financial in exchange for a Referral Fee ("Referral Fee"), as set forth below. Sphynx Financial has agreed to pay a Referral Fee to the Referring Party as specified according to the Table below as identified by the signatures contained within for this specified transaction.

1. Referral of Prospects

1.1 To be eligible for a Referral Fee, a Referring Party must identify Prospects directly to Sphynx Financial by faxing a Prospect Referral Claim form to Sales Operations (see Exhibit A for attached sample form). Existing Sphynx Financial customers are not eligible as Prospects, neither are customers currently in the pipeline. If the Prospect is **approved**, an email will be sent to Referring Party. An approved Prospect is hereinafter referred to as a "Qualifying Transaction" and eligible for a Referral Fee once the referred has successfully closed upon their business transaction with Sphynx Financial. All approval of Prospects is at Sphynx Financial's sole discretion.

1.2 Each Qualifying Transaction is only effective for a period of one hundred eighty (180) days from submission. If the transaction does not close within such one hundred eighty (180) day period, the Qualifying Transaction will expire and Referring Party will need to complete the process in this Section 1.1 again in order to qualify for a Referral Fee.

2. Reserved Rights

2.1 This Agreement shall in no way limit Sphynx Financial's right to offer products or services to any current or prospective customers, including Prospects.

2.2 Sphynx Financial will not pay more than one (1) Referral Fee on any given Qualifying Transaction, and Sphynx Financial reserves the right to apportion a Referral Fee if more than one Referring Party has contributed to the close of a Qualifying Transaction.

2.3 A Referring Party may receive the Referral Fee only on the initial transaction initiated by the referred party. Fees for the performance of services (such as application fees, processing fees, underwriting fees, closing costs or any other fees related to the transaction) and fees associated with subsequent transactions are not eligible for Referral Fees. A Referring Party is not eligible to receive referral fees for subsequent or additional transactions provided by the referred client.

3. Computation.

Partner Referral Program*	
Loan Amount	Referral Fee
\$500K - \$1M	\$2,500
\$1M - \$5M	\$5,000
\$5M - \$10M	\$10,000
\$10M - \$20M	\$15,000
\$20M +	\$25,000

4. Payment Terms. Sphynx Financial shall within thirty (30) days after the referred party has successfully closed upon their loan transaction. All amounts payable by Sphynx Financial to Referring Party are subject to offset by Sphynx Financial against any amounts owed by Referring Party to Sphynx Financial.

5. Taxes. Referring Party shall be responsible for payment of all taxes to which the Referral Fee is subject. Referring Party agrees to indemnify and hold Sphynx Financial harmless against any taxes, including penalties, duties and interest levied by any government on the Referral Fee.

6. No Other Rights. No other rights or licenses are granted to Referring Party under this Referral Agreement and this Referral Agreement does not grant Referring Party any right to resell or otherwise distribute any Sphynx Financial loan programs, nor any right to use any Sphynx Financial trademark, nor any right to provide any services related to any Sphynx Financial loan programs or services. Such rights may only be granted pursuant to the Sphynx Financial Referral Partner Program.

7. Sphynx Financial Referring Party. In the event the Referred Party is or becomes a Sphynx Financial Partner with rights to refer additional Prospects, Sphynx Financial shall in its sole discretion determine whether the Referred Party will be provided Loan Program Information either (a) directly by Sphynx Financial or (b) directly by the Referring Party. In no event shall Referring Party be eligible for Referral Fees or benefits under more than one schedule/program for a given transaction.

8. No Warranty. SPHYNX FINANCIAL MAKES NO WARRANTIES AND REPRESENTATIONS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS REFERRAL AGREEMENT.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL SPHYNX FINANCIAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF SPHYNX FINANCIAL HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL SPHYNX FINANCIAL'S LIABILITY UNDER THIS REFERRAL AGREEMENT EXCEED THE AMOUNT OF THE REFERRAL FEE FOR THE QUALIFYING TRANSACTION.

10. Termination. This Referral Agreement will commence upon the date of Sphynx Financial's signature below and will continue until the earlier of (1) one year thereafter, or (2) until terminated by either party upon written notice to the other party. In the event either party terminates the agreement, neither party shall be obligated to pay the Referral Fee regarding the existing transaction or any subsequent transactions into the future.

BY SIGNING BELOW, REFERRING PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS HEREIN CONTAINED.

Client Name

Company Name

Referring Party Information	Sphynx Financial
Name:	Name: Leroy Bell
Signature	Signature: <i>Leroy Bell</i>
Company:	Company: Sphynx Financial
Date:	Date: