



MASTER ENGAGEMENT AGREEMENT & APPLICATION FEE

This Engagement Letter is made and entered into this _____ day of _____, 20__ between _____ at the address of _____ (customer) and Rotay Capital Finance, LLC (RCF).

1. UNDERSTANDING

The customer is interested in obtaining a financial solution that may include but not limited to various financial strategies. Examples are but not limited to: loans, lines of credit, leases. Asset lines of credit, inventory financing, real estate loans, refinancing mergers, joint ventures, equity partnerships, promotion of notes and note sales and acquisitions.

The customer understands that RCF is a for profit business that provides a service of providing knowledge of various financial strategies and connecting customers to various financial providers or lenders. The customer understands that there is an intellectual value to the services provided.

2. APPLICATION FEE

The agrees to pay an application fee of \$250.00 to engage with RCF and their affiliates. The application fee will cover normal cost associated with filing an application, obtaining personal credit reports and assembling information for providers once selected. *In funding opportunities exceeding \$250,000, the fee will be refunded after settlement, in a separate transaction between RCF and the customer. Fee must be paid to begin funding search services.*

3. ACKNOWLEDGEMENT

RCF acts solely as a facilitator between utilization of strategies and the lenders that support those strategies. Customer agrees that they will conduct their own due diligence on the merits of the strategies and lenders that will impact their financial needs. RCF will not and has not made any representations to customer to induce it into this agreement.

RCF is compensated based on its performance to provide financial solutions for the customer. RCF is paid a fee based on the type and volume of the financial solution. Each lender and strategy has varying guidelines as they pertain to the compensation of RCF. Most lenders will compensate RCF without impact to the customer. Some require a separate agreement and terms independent of the closing documents. *At the time of engagement, it is not possible to determine if there will be any fees or the calculation of those amounts that is the responsibility of the customer. However, once a strategy is developed, a memo listing any fee structure (if any from the customer) will be provided prior to the presentation of the term sheet from the lender. The customer may terminate services with RCF at that time.*



4. NON-CIRCUMVENT

5.

Customer agrees that the contacts and knowledge of RCF has a value. Customers agrees that they will not circumvent the connection to any lender, investor, associate or any party provided by RCF for the term of two years from the presentation by RCF or last contact (whichever is later). It is agreed that in such circumstance that customer circumvents RCF, RCF will be entitled to any fees as normal within industry standards. In the case of circumvent, fees are due from the customer including any costs required to collect those fees.

6. OBJECTIVE

The following is a brief statement to the need or want requested by the customer.

-

Best Regards,

Stephen Rotay
President/CEO

Signature_____
Printed Name_____
Company_____
Date_____