



# County Taxes BIRD DOG PROGRAM



Earn \$\$ for each  
property you post a  
notice on and  
commission upon  
deal closing!

# INDEPENDENT CONTRACTOR AGREEMENT

for Real Estate Bird Dogs /Scouts

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Private Lending Group Inc. ("Company"), located at 18 W140 Butterfield Rd #1500, Oak Brook Terrace, IL 60181 . and \_\_\_\_\_(hereinafter called "Contractor") who resides\_\_\_\_\_.

## Terms and Conditions

1. Services To Be Rendered: Contractor shall render to Company real estate scouting services which includes, but is not limited to, locating property owners for the Company, visiting houses, apartment and commercial buildings, and locating 'motivated owners' needing to sell their properties quickly or get a short term loan.

Contractor shall render all services as an independent contractor and shall not be considered an employee of Company for any purpose, including but not limited to eligibility for Company benefits or compensation or other rights and privileges afforded to employees of Company. Any and all insurance that Contractor may desire shall be obtained and provided by Contractor without cost or other obligation to Company. Contractor shall be held liable for its own actions while in pursuit of leads. Company will not intervene on Contractor's behalf in case of injury or damages while performing in accordance with this agreement. Contractor shall not modify any provisions of this Agreement without the prior written consent of Company.

2. Responsibilities: Contractor shall provide, at its own expense, its own transportation and equipment and any associated costs to maintain them. The following equipment is the minimum requirement:

1. Transportation
2. Smartphone or GPS
3. Access to the Internet (to forward photos upon request)
4. Sign up for FREE Podio.com phone application

Contractor shall submit leads to Company using the 'lead status' form or other acceptable method. Lead updates will be submitted by podio.com CRM via smart phone.

3. Term: The consulting services provided under this Agreement shall be performed, when required by Company, during the period of one (1) year from the date of execution of this Agreement. Nevertheless, it is understood and agreed that Company may terminate this Agreement and the services provided hereunder at any time and for any reason prior to the completion of this term. If Company terminates this Agreement prior to its completion, Company shall be liable only for work performed by Contractor prior to the effective date of the termination. This Agreement may be terminated without prior notice upon the breach of any provision or obligation thereof by the non-breaching party.

4. Payment: Contractor shall be paid 10% of projected profit or a minimum of \$1,000.00 for any provided qualified property lead that results in Company and/or assigns being able to complete a successful settlement on identified property.

5. Notices: All notices required or permitted pursuant to this Agreement shall be deemed given if and when personally delivered in writing to the party or its designated agent or representative, or if and when mailed by United States Mail, registered or certified mail, return receipt request, postage prepaid, and properly addressed. All notices shall be addressed:

To Company: Private Lending Group, Inc. 18 W140 Butterfield Rd #1500, Oak Brook Terrace, IL 60181

To Contractor: \_\_\_\_\_

Each party may specify a different address for receipt of such notices by giving the other party at least fifteen (15) days written notice thereof.

6. Indemnification: Contractor shall defend, indemnify and hold harmless Company, its officers, employees, and agents, from any and all damage, losses, obligations, liabilities, claims, deficiencies, costs, and expenses of every nature and kind incurred by Company that are in whole or in part caused by or alleged to be caused by acts or omissions of Contractor, its officers, employees, agents, subcontractors, and lower-tier subcontractors arising out of or relating to Contractor's work under this Agreement.

7. Applicable Taxes: All taxes applicable to any amounts paid by Company to the Contractor under this Agreement will be the Contractor's liability and Company shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation.

Contractor will be responsible to report any earnings received to the IRS. Company will report any paid income over \$600.00 to the IRS on Form 1099.

8. Headings: The headings included herein are inserted only for convenience and reference and in no way define, limit, or describe the scope of this Agreement or the intent of any of its provisions.

9. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. Entire Agreement: This Agreement supersedes all written or oral agreements, if any, and constitutes the entire Agreement between the parties with respect to this Agreement. This Agreement may be modified only by the express written consent of both parties.

11. Severability: If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Survival: The provisions of paragraphs 1, 6 and 7 shall survive completion or termination of this Agreement.

13. Execution of Agreement: IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

CONTRACTOR

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

Title: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## **Property Bird Dog Agreement**

Bird dogs, skip tracers, managers will be paid upon successful loan closing, property purchase or wholesale flips. In order for contractor to be paid, contractor must complete and sign the following documents, and return to Private Lending Group Inc.

- W9
- Independent Contractor Agreement
- Non- Circumvention Agreement
- Procedures and Best Practice Manual
- Commission Schedule

Level 1: Contractor will visit properties and post Final Notice, or call property owners of heirs and collect contact information and send in to company. When company comes to agreement and closes with owner of property. Level 1 commission is 10% of projected margin or \$1,000.00 minimum commission.

Margin is based on the commission earned at closing of deal or projected profit when property is sold in the future.

### **Commission Schedule**

Level 1: Deals closed 1-3	10%
Deals closed 4-5:	13%
Deals closed 6+:	15%

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## CONFIDENTIALITY AGREEMENT

1. **The Parties.** This is an agreement between Private Lending Group Inc and \_\_\_\_\_ (**Contractor**) concerning the confidentiality of information provided by and relating to the Company. References in this agreement to "**Company**" mean **Private Lending Group Inc.** and all subsidiaries, affiliated companies, associated companies and holding companies together with all and any successors in title and assignees of any of the above.
2. **Proposed Association Of The Parties.** The Company wishes to contract with, or to enter into discussions in anticipation of contracting with, **Contractor**. The compensation for his/her contract will be not only for his/her services but also for the confidential manner in which his/her services will be performed.
3. **Recognition of a Compelling Need For Confidentiality.** **Contractor** realizes that the Company has a compelling need to maintain confidentiality, and further recognizes that his/her employment or contract with the Company, or his/her discussions with the Company for such employment or contract, will place him in a position of special trust and confidence with access to confidential information concerning the Company and its operations.
4. **Consideration.** For the reasons explained above, **Contractor**, as a precondition to his/her employment or contract with the Company, and in partial consideration, agrees and covenants with the Company as follows.
5. **Agreement To Maintain Confidentiality.** **Contractor** agrees that neither he/she nor anyone operating on his/her behalf will disclose or use, in any manner, any confidential or proprietary information or material concerning the Company or its operations, unless:
  1. Required to do so in order to conduct the business of the Company in its ordinary course, and the disclosure or use is only within the Company, or
  2. Expressly authorized to do so by the Company in writing, or
  3. Expressly ordered to do so by a court of law.
6. **Agreement To Return Confidential Materials.** **Contractor** further agrees, upon the ending of his/her contract with the Company, to deliver promptly to the Company all documentary and other materials relating to the Company, and all copies and electronic or photographic records thereof, within his/her custody or control or within the custody or control of anyone operating on his/her behalf that he/she or anyone operating on his/her behalf produced or obtained in the course of his/her employment or contract, or in the course of discussions with the Company in anticipation of his/her contract.
7. **Agreement To Notify About A Request.** **Contractor** further agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain confidential or proprietary information or material relating to the Company within his/her custody or control, or within the custody or control of anyone operating on his/her behalf, he/she will notify the Company immediately and will cooperate fully in any legal action by the Company seeking protection against disclosure, on the understanding that the Company will bear the reasonable cost of attorney's fees and expenses incurred by him in connection with the action.
8. **Agreement To Assign Interest.** **Contractor** further agrees to assign to the Company, and does hereby assign to the Company, all right, title, and interest in any royalty or remuneration, or anything else of value, that he/she or anyone operating on his/her behalf may acquire as a result of any disclosure or use of information or material in breach of this Agreement. This assignment does not limit any other remedy to which the Company may be entitled.

9. Contractor shall at no time attempt to circumvent any payment or fees due to Private Lending Group Inc. Contractor shall save and hold harmless Private Lending Group Inc. from any claims of any other broker or source from which Contractor may have obtained this referral. Due to the introduction of the contractor to any clients, private lenders or real estate investors by Private Lending Group Inc. 100% of future loan closing fees from this lender are to be paid to Private Lending Group Inc. for a period of three years

10. **Explanation of Terms.** As used in this agreement:

1. The term "confidential or proprietary information or material" means all information or material that is not in the public domain and that is disclosed or otherwise made available by the Company to **Contractor**; or that comes to the attention of **Contractor** in the course of his/her contract with the Company, or in the course of his/her discussions with the Company for such contract; or in the course of such discussions; and specifically includes, but is not limited to, information or material concerning:

1. The nature of discussions or other communications between he/she and the Company with regard to an employment or contract arrangement; and
2. The Company's organization; finances, financial structure, and financial condition; assets and liabilities; directors, officers, and employees; and stockholders, investors, financial backers, creditors, supporters, advisors, consultants, associates, contractors, agents, and representatives; and
3. The Company's operations, interests, and plans (including, among other matters, information material concerning business practices and procedures, competitive position; trade secrets, product concepts, designs, blueprints, plots, and drawings; research and test results; practical and theoretical knowledge and techniques; production capacity and equipment; product development plans; technical, manufacturing, marketing, distribution, and pricing approaches; material sources and costs: land acquisition and development plans and costs, building acquisition and renovation plans and costs, and resale or other disposition plans and prices; financing plans, arrangements, and activities; and customers and clients); and
4. The Company's ability to provide protection, or its efforts to provide protection, against unlawful activities directed against the Company's assets or against its directors, officers, or employees.

2. The term "anyone operating on his/her behalf" means any person or entity subject to his/her supervision (including any associate, employee, contractor, agent, or representative of **Contractor** who is not an employee of the Company and to whom **Contractor** provides access to confidential or proprietary information relating to the Company.

11. **Effect Of Breach.** **Contractor** realizes that a breach of this Agreement would cause substantial harm to the operations, business and goodwill of the Company.

12. **Remedies.** **Contractor** acknowledges that he/she has been informed that if he/she breaches this Agreement, the Company, in addition to terminating **Contractor's** contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from Contractor an amount equal to the damages caused by the breach and the revenues he/she or anyone operating on his/her behalf derived from the breach, together with all costs and expenses, including the attorney's fees, incurred by the Company in taking such actions. If the Company formally initiates the legal action but is unsuccessful in obtaining legal relief for an alleged breach of this Agreement by **Contractor**, then **Contractor** shall be entitled to recover costs and expenses incurred in the defense of such action, including his/her reasonable attorney's fees.

13. **Effect Of Waiver.** The Parties agree that the waiver by either Party of a breach of this Agreement does not constitute a waiver of any prior or subsequent breach.
14. **Entire Agreement.** This agreement relating to confidentiality contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, understandings, whether oral or in writing, between the Company and **Contractor** with respect hereto.
15. **Seal.** The parties acknowledge that this document has been duly executed by all parties under seal.

I have read this document, and I understand and agree to abide by its provisions.

**Contractor** has informed me that he/she has read this document and he/she understands its importance to the Company.

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Consultant                      Date

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Private Lending Group Inc.                      Date