



# LENDING CLUB

## AFFILIATE AGREEMENT / TERMS AND CONDITIONS



You could potentially make thousands of dollars a month in revenue from our state of the art affiliate program. Our affiliate program pays for direct referrals from affiliates whose commercial loans are financed by one of our commercial lenders, as well as indirect referrals through affiliates who are referred to our program by our existing affiliates.

Our loans range from \$100,000 to \$30+ Million, of which you get up to 30% of the total loan amount for a direct referral. You get up to 15 % of the loan amount for an indirect referral. Exact commission is given on affiliate application approval.

To better help our affiliates succeed, we provide website buttons and banners and even allow you to link directly to our website to increase referral potential. We also provide you to receive email newsletters, email footers...anywhere you can put your affiliate URL will work as a referral link.

We strive to bring our affiliates the most information we can regarding the trends for referrals as well as the status of referrals. This allows our affiliates to learn where their efforts are being most effective and determine areas of opportunity in referring commercial loans. We provide information on loan referrals by day of the week, by month, property types, referral ratios, successful referral ratios, sales percentages, loan status, potential and total revenue amounts and more.

You will be paid via check once a month for any referral commissions you have earned. It is up to you, the affiliate, to pay any taxes on the income you receive from this program.

In order to be compensated as an AFFILIATE for referring applicants to us, you agree to the terms and conditions of this agreement. We are entering into a simple business agreement in the best interests of both parties. Both parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties. All copyrighted material and trademarked names and logos used in accordance with this Agreement by either or both parties remain the exclusive intellectual property of the respective originating or issuing parties. AFFILIATE shall indemnify and hold The Lending Club, LLC harmless from any and all legal actions, damages or liabilities incurred from the day-to-day operations of AFFILIATE. It is the full responsibility of AFFILIATE to market these Products in a legal, ethical and honest fashion and AFFILIATE agrees that The Lending Club, LLC will be held harmless from any and all actions of AFFILIATE and AFFILIATE marketing and promotional programs. The Lending Club, LLC reserves the right to amend all pricing plans, commissions or conditions relative to this agreement. The Lending Club, LLC reserves the right to terminate any affiliate with or without cause at its sole discretion with or without notice.

The laws of the State of Virginia shall govern this Agreement and should there be any legal dispute between the parties, then both parties agree to take the matter before mediation in Fairfax County, VA.

Name:

Signature:

Affiliate Company:

Date: