

LEAD SUPPLY AGREEMENT

This Lead Supply Agreement (this "Agreement") is entered into as of October 17, 2025 ("Effective Date") by and between:

Abc Biz Loans Fast LLC, a Colorado corporation with its principal place of business at 1001 17th St, Denver, CO 80202 ("Supplier"), and SoFI Lending Corp., a Delaware corporation with its principal place of business at 234 1st Street, San Francisco, CA 94105 ("Lender").

RECITALS

WHEREAS, Supplier operates a loan matching mobile application (the "App") that connects prospective borrowers with licensed lenders;

WHEREAS, Lender is a duly licensed financial institution authorized to originate loans in applicable U.S. states;

WHEREAS, Supplier desires to supply Lender with qualified consumer leads ("Leads") generated through the App, and Lender desires to purchase such Leads;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Lead" means contact information and application data submitted by a prospective borrower via the App, including but not limited to name, email, phone, loan amount requested, and credit profile summary.

1.2 "Qualified Lead" means a Lead that meets Lender's criteria as specified in Schedule A.

2. SUPPLY OF LEADS

2.1 Supplier will generate and deliver Qualified Leads to Lender via secure API or email.

2.2 Supplier represents that all Leads are obtained in compliance with applicable laws, including but not limited to FTC guidelines, TCPA, and state consumer protection laws. Supplier will include clear disclosures in the App that users' data may be shared with licensed lenders.

2.3 Lender will pay Supplier \$2 per Qualified Lead within 30 days of Lead delivery, subject to verification.

3. DATA PROTECTION AND COMPLIANCE

3.1 Supplier is the data controller; Lender is the data processor for Leads. Lender will process Leads only for loan origination and comply with CCPA, GDPR (if applicable), and state privacy laws.

3.2 No sale or resale of Leads without Supplier's consent. Both parties agree to user rights (access, deletion) upon request.

3.3 Supplier prohibits spam, deceptive practices, or incentivized Leads.

4. REPRESENTATIONS AND WARRANTIES

4.1 Lender warrants it holds all necessary state licenses for loan origination.

4.2 Supplier warrants the App is not a lender and does not guarantee loan approval/terms.

5. TERM AND TERMINATION

5.1 Term: 12 months, auto-renewing.

5.2 Termination: 30 days' notice or immediate for material breach.

6. CONFIDENTIALITY AND INDEMNIFICATION

6.1 "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), including but not limited to: (i) Leads and user data; (ii) business plans, pricing, lead criteria; (iii) technical data, APIs, tracking methods; (iv) the terms of this Agreement. Exclusions: information that (a) is publicly known, (b) was known to Receiving Party prior to disclosure, (c) is independently developed, or (d) is required by law.

6.2 Receiving Party shall: (a) keep Confidential Information strictly confidential; (b) disclose only to employees/agents with a need-to-know who agree to confidentiality; (c) use solely for performing this Agreement; (d) protect with at least the same degree of care as its own confidential information, but no less than reasonable care.

6.3 Upon termination or request, Receiving Party shall return or destroy all Confidential Information and certify compliance in writing.

6.4 This Section survives termination for 3 years.

7. INDEMNIFICATION

7.1 Supplier Indemnity. Supplier shall indemnify, defend, and hold harmless Lender and its affiliates from any claims, damages, or costs arising from: (a) Supplier's breach of data protection laws (FTC, TCPA, CCPA); (b) inaccurate or non-compliant Leads; (c) Supplier's marketing practices or App content.

7.2 Lender Indemnity. Lender shall indemnify, defend, and hold harmless Supplier and its affiliates from any claims, damages, or costs arising from: (a) Lender's loan origination decisions or practices; (b) Lender's breach of lending licenses or consumer laws; (c) unauthorized use or resale of Leads.

7.3 Procedure. Indemnified Party shall: (i) promptly notify Indemnifying Party; (ii) allow control of defense/settlement; (iii) cooperate at Indemnifying Party's expense. Indemnifying Party shall not settle admitting liability without Indemnified Party's consent.

7.4 Exclusive Remedy. Indemnification is the sole remedy for third-party claims covered herein, except for willful misconduct.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles.

8.2 Jurisdiction. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in [New Castle County, Delaware], and the parties hereby irrevocably submit to the personal jurisdiction and venue of such courts.

8.3 Arbitration (Alternative). Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in Wilmington, Delaware under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction. Each party shall bear its own costs and attorney's fees, unless the arbitrator awards otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Abc Biz Loans Fast LLC

By: 

Name: Woodrow Washington

Title: CEO

SoFI Lending Corp.

By: 

Name: Jessica Harrington

Title: CEO