PRIORITY PROGRAM & EXCLUSIVITY AGREEMENT

This Agreement is entered by and between **GoSBA, LLC ("Consultant")**, a California LLC with address 3333 La Cienega, #4003, Los Angeles, CA, 90016 & ___________________________ **("Client")** with address ____.

1. Purpose and Scope of Work: GoSBA, LLC will provide comprehensive SBA acquisition financing services including:

- **Free Pre-LOI Deal Analysis** – Evaluate and analyze deals before Letter of Intent signing to optimize structure and terms.
- **Expert Deal Structuring** – Professional guidance on equity contributions, seller financing, and working capital optimization.
- **LOI Creation and Drafting Advice** – Assist in creating and drafting Letters of Intent with favorable financing terms.
- **Full Lender Network Access** – Identify and introduce Client to suitable lenders from our network of 50+ top SBA lenders nationwide.
- **Priority Processing** – Expedited processing and immediate attention for faster term sheets and priority treatment.
- **Same-Day Support** – Immediate phone and/or video conference access to dedicated representatives for urgent matters.
- **Senior Loan Officer Access** – Immediate phone/video conference access to local senior loan officers that can help and work on your deal.
- **Financing Application Assistance** – Complete support with SBA loan applications and facilitate all discussions with referred lenders.
- **Loan Term Negotiations** – Expert support in negotiations to secure the most favorable loan terms, rates, and conditions.
- **Professional Business Plans and Financial Projections** – Complete drafting and preparation of comprehensive business plans and financial models at no additional cost.

The Consultant will identify and introduce the Client to suitable SBA lenders during this engagement. Consultant will maintain an internal record of all lenders contacted on Client's behalf for purposes of this Agreement.

2. No Client Fees: GoSBA, LLC provides this service 100% free to borrowers. The Consultant is compensated directly by the lender only if the loan funds. This payment comes from the lender directly and not from the loan proceeds.

3. Definitions

- **"SBA Loans"** means financing sourced through SBA programs, including without limitation SBA 7(a), SBA 504, and SBA Express.
- **"Covered Lender"** means any SBA lender that GoSBA, LLC contacts, introduces, or submits Client's information to during the Term of this Agreement, as documented by Consultant's internal records, emails, or lender communications. This includes both new

lender introductions and any existing lender relationships that Client requests GoSBA include in outreach.

- **"Covered Transaction"** means any SBA loan transaction for which GoSBA, LLC performed any of the following on Client's behalf: (i) submitted Client's information to a lender, (ii) facilitated any communication between Client and a lender, (iii) prepared or submitted any loan application materials, or (iv) negotiated terms with a lender.

4. Exclusivity: To ensure an effective working relationship, the Client agrees to work exclusively with GoSBA, LLC for all SBA loan referrals and SBA loan sourcing during the Exclusivity Period. The Client will not engage other brokers, lenders, or intermediaries for SBA loan sourcing during this period.

a) **Program-Level Coverage.** This Agreement applies to all SBA loan sourcing activity by Client during the Exclusivity Period (and any renewal terms), regardless of the specific target, LOI, or transaction.

b) **Existing Lender Relationships.** If Client has existing relationships with SBA lenders, Client agrees to work with such lenders through GoSBA during the Exclusivity Period. Client may request that GoSBA include any existing lender relationships in outreach, and such lenders shall become Covered Lenders under this Agreement.

c) **Lender Assignment.** If Client wants a specific lender included in the outreach, Client agrees to assign GoSBA, LLC as the broker of record or referral source for that lender.

5. Term and Renewal

a) **Initial Term.** The initial Exclusivity Period shall be ninety (90) days from the Effective Date.

b) **Auto-Renewal.** This Agreement shall automatically renew for successive 90-day terms unless a Covered Transaction is completed or either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term.

c) **Termination.** Client may terminate by emailing ace@gosbaloans.com at least 30 days before the end of the current term. If notice is given fewer than 30 days before term end, the Agreement shall renew for one additional 90-day term, and such notice shall apply to cancel the following renewal.

6. Non-Circumvention

a) **Obligation.** Client agrees not to bypass GoSBA, LLC by seeking or obtaining SBA financing directly, or through another loan broker, from any Covered Lender.

b) **Notification Requirement.** Client agrees to notify Consultant in writing within ten (10) days of closing any SBA loan with any lender that was included in GoSBA's outreach during the Term. Upon reasonable request, Client shall provide documentation to verify compliance with this Agreement.

c) **Liquidated Damages.** The parties agree that actual damages from circumvention would be difficult to calculate with certainty. Accordingly, if Client breaches this Section 6, Client shall pay GoSBA, LLC, as liquidated damages and not as a penalty, an amount equal to the greater of (i) one percent (1%) of the SBA loan amount, or (ii) the referral fee GoSBA, LLC would have received from the lender for such transaction.

d) **Duration.** This non-circumvention obligation shall remain in effect during the Exclusivity Period and for 12 (twelve) months following termination or expiration of this Agreement with respect to all Covered Lenders.

7. Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute or claim arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Los Angeles County, California. Client hereby consents to the personal jurisdiction of such courts and waives any objection to venue therein.

8. Attorney's Fees: In any action or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

9. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, and agreements, whether written or oral. This Agreement may only be amended or modified by a written instrument signed by both parties.

10. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, shall be severed from this Agreement. The remaining provisions shall continue in full force and effect.

11. Survival: Sections 6 (Non-Circumvention), 7 (Governing Law and Dispute Resolution), 8 (Attorney's Fees), 9 (Entire Agreement), 10 (Severability), and this Section 11 shall survive termination or expiration of this Agreement.

Acceptance: By signing below, the Parties agree to the terms of this Agreement.

CONSULTANT GOSBA LLC	**CLIENT**
Signature	**Signature:**
Name:	**Name:**
Title:	
Date:	**Date:**