

## SMALLBUSINESSLENDINGSOURCE-REFERRALBROKER AGREEMENT

This agreement is entered into this	20	, by and between the undersigned parties	s.	
Be it resolved and in consideration of these recitals contained herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Small Business Lending				
Source a California Company herein as (Agent) whose offices are located	known as (SBLS) and	herein known		
	To, the	ereby agree and certify that:	_	

Purpose: The purpose of this Agreement is to establish the privileges and obligations with respect to the use, handling, and protection of Proprietary Information by and between Small Business Lending Source and Agent in order to further an existing or prospective business relationship.

- 1. They intend to be legally bound hereby irrevocably and agree not to circumvent, avoid payment of fees or commissions, avoid, bypass, or obviate each other, directly or indirectly, in any transaction with any corporation, Partnership, individual, trust, government, institution or entity revealed by either party to the other, in conjunction with any project and/or transaction involving any products, services, or negotiations, or renewals, rollovers, personal loans, business loans, loans, extensions, amendments, commissions, fees, new contracts agreements, or third party assignments thereof.
- 2. Nor shall either party disclose or otherwise reveal, to any third party, any confidential information revealed by the other, particularly information concerning, Clients, Lender', Financing Companies, Borrowers, institutions, corporations, organizations, banks, investors, or individuals, individual names, addresses, social security numbers, telex, facsimiles, telephone numbers, or other means of access thereto, bank information, codes of references, without specific written formal consent of the other. AGENT shall not contact any lender Small Business Lending Source Introduces to Agent via term approvals, or other means. No telephone calls or inquiries, are allowed to any bank, investment bank, lender, officers, investor(s), mortgage holders, or purchasers, other brokers, that have been provided by Small Business Lending Source.
- **3.** It is further agreed, that in the event either party shall be liable to pay the other party any and all profits, and/or commissions which such non-defaulting party would have earned or made from any transaction which may be consummated, as a result of, or through such un-permitted circumvention of this agreement, the defaulting party will be liable for triple damages, plus all court fees, and attorney



fees expended in the enforcement of this agreement. The parties intend that an independent contractor/employer relationship will be created by this Agreement. Agent is not to be considered either an employee of Small Business Lending Source for any purpose.

4. **COMPENSATION.** See Schedule A.



- 5. It is agreed that this agreement shall remain in effect for a period of ONE (1) years, or for the life of any agreement, contracts, or commercial agreements, whichever is longer, and will automatically renew itself from One (1) year period unless mutually agreed to in writing to cancel the same within 30 days of the anniversary date of this agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with the respect to the Client submitted to the funding source. Both Parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.
- **6.** All terms of this agreement shall be binding and insure to the benefits of the parties hereto, their respective heirs, representatives, successors, assignees, designees, referrals to, or referrals from. This agreement shall be interpreted under the laws of San Diego County, CA, USA. In witness whereof the parties have created and delivered this agreement and is effective from the date of signing both or all parties. This agreement will be void if modified. Fax or electronic deliver shall be binding legal contract.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first written above.

Small Business Lending Source	Agent:
	Company Name:
	Signature
CEO	Title:
Date:	Date:



## **Schedule A - Agent Compensation**

In the event of any discrepancy between the terms of this Schedule and the Agreement, the Agreement shall prevail. Agents shall be paid Compensation as detailed below. Compensation is subject to change when changes are made by Small Business Lending Source to the Program.

In consideration for the services rendered by the Agent hereunder, Small Business Lending Source agrees to pay Agent in accordance with the Agent Compensation Schedule, set out in **Schedule A** hereto (the "Compensation"). Compensation shall be paid in respect of each Merchant location each and every unique referral referred to SBLS by Agent only, and which Merchant has entered into a Finance agreement and is funded.

The Referring Party's (AGENT) Compensation shall be due and payable within ONE (1) business day from the date on which Small Business Lending Source is Paid Commission. Small Business Lending Source agrees to pay via direct deposit to **Agent.** *SBLS* is only responsible for compensation to Agent upon the successful funding of **Agent's** referral. Agent must have signed 1099 on file with Small Business Lending Source. Agent is not an employee of Small Business Lending Source.

- I. Agent shall be paid its **Compensation** with respect to Tier 1 Bank Statement Cash Advance, Tier 1 Merchant Cash Advance and High Risk ACH/MCA.
- J. Agent shall be paid its **Compensation** with respect to Commercial Real Estate and Corporate Finance transactions

The amount of compensation shall be the following:

## ACH/MCA ADVANCES, COMMERCIAL REAL ESTATE, CORPORATE FINANCE OF ANY SORT OF CLOSED FINANCE TRANSACTION:

MCA deals
Equipment financing/ sales leasebacks
Commercial real estate deals
Corporate Finance/working term loan transactions
Unsecured Lines of Credit
Revenue based Credit lines

Compensation Company shall pay Contractor 50% of all gross commission and fee revenue which shall be due and payable to Contractor via electronic ACH on the same day SBLS either a) funds a deal directly b) outsources the deal and is paid by a partner. Contractor will be responsible for the direct compensation of all subcontractors.



gent: Company Name:	
Contact Name:	
Address:	
elephone:	
mail:	
referred Method of Payment: send voided check or direct deposit inst	ructions