

## **BROKER AGREEMENT**

This Broker Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Phoenix, Arizona by and between Factors Southwest, (“FSW”) & \_\_\_\_\_ (“Broker”).

1. **Term:** This Agreement will become effective on the date stated above and will continue in effect for one calendar year from the effective date stated above.
  
2. **Introduction:** Broker is in the business of finding commercial businesses that wish to utilize the factoring and or other financial services offered by FSW and or any affiliated entity in which either FSW or the principals of FSW have a financial interest, herein after referred to as (FSW) unless otherwise defined. Broker desires to submit from time to time potential Clients to FSW for evaluation and possible acceptance in accordance with FSW’s instructions to Broker and the terms and provisions of this Agreement.
  
3. **Compensation:** Broker shall receive a commission if FSW approves and provides services for any client presented to FSW by Broker. Commission shall be equal to 10% of the discount fees charged and collected by FSW ; provided, however, that if the client is in default under the terms of such agreement no such commission shall be due and payable until any such default is fully cured by the client. Payments of commission due shall be payable quarterly and mailed by FSW no later than the 10<sup>th</sup> day of the month following the quarter in a calendar year. FSW shall withhold quarterly commission payments less than \$50.00 accruing owed balance to a following quarter when greater than \$50.00 is payable. Broker acknowledges that FSW is under no obligation to purchase all or any invoices of Client. The commission shall be paid to Broker for the Term of this Agreement as long as FSW continues to advance funds to Client .  
  
If a Client is submitted to FSW by more than one Broker, the first Broker to submit the name will be considered the Broker of record and no additional commission will be due any other Brokers. In addition, should Broker obtain the Client lead from another party to whom a commission or other form of compensation may be due, it will be Broker’s sole responsibility to pay to such party any and all amounts which may be due to such party such as, but not limited to, finders fees, commissions, etc.
  
4. **Workers’ Compensation:** Broker agrees to provide workers’ compensation insurance for Broker’s employees and agents, if required, and Broker agrees to hold harmless and indemnify FSW from any and all claims arising out of any injury, disability or death of any of Broker’s employees or agents.
  
5. **Liability Insurance:** The Broker shall, in its sole discretion, determine the necessity of obtaining and/or maintaining a policy of liability insurance to cover any negligent acts committed by Broker or Broker’s employees or agents during the performance of any duties under this Agreement.
  
6. **Independent Contractor:** Broker is acting under this Agreement as an independent contractor and not as an employee or agent of FSW and as such Broker will be solely responsible for all applicable taxes or other costs related to the operation of its independent business. Broker shall have no authority to make any representations or warranties to any Client for or on behalf of FSW.
  
7. **Indemnification:** Broker agrees to indemnify, defend and hold harmless FSW from any costs, damages, claim or liability of or against FSW due to any actual or alleged act or omission of Broker under

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this Broker Agreement, or with regard to transactions pursuant hereto between FSW, Broker and Client. The provisions of this paragraph shall survive the termination of this Agreement.

- 8. **No Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party with the exception that FSW may assign its rights and obligations under this agreement to any entity in which FSW and or its principals have a direct financial interest in. Each party represents that it acts solely for itself, and no third party shall have any right, interest or standing under this Broker Agreement or the performance or enforcement hereof.
- 9. **Advertise:** Broker will not, without approval of FSW, advertise or distribute any printed matter using or referring to the name of Factors Southwest or its logo. All such approvals must be given in writing and signed by an officer of the FSW.
- 10. **Termination:** Notwithstanding anything herein to the contrary, either party to this Agreement may terminate this Agreement at any time by giving ten days written notice to the other party. However, FSW’s obligation to pay Broker compensation, pursuant to section 3 of this agreement, shall continue so long as FSW provides financing to such Clients as Broker referred to FSW prior to the termination of this Agreement.
- 11. **Venue:** Venue of any litigation, action or proceeding in any manner concerning this Broker Agreement or any course of action arising here from shall lie in the Courts of competent jurisdiction in Maricopa County, Arizona.
- 12. **Entire Agreement:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the relationship between Broker and FSW and contains all of the agreements between the parties with respect thereto. 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.

**Client:**  
\_\_\_\_\_

**Factors Southwest, LLC**  
\_\_\_\_\_  
**Robyn Barrett**

**Broker:** \_\_\_\_\_

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

**It's:** \_\_\_\_\_

**EIN/SSN#** \_\_\_\_\_

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