

## **BROKER AGREEMENT**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/email: \_\_\_\_\_

UNIVERSAL FUNDING CORPORATION (a Washington Corporation) (UFC) is in the business of factoring (purchasing) accounts receivable of companies ("Clients": sellers and assignors of accounts) at a discount below face value; and of then invoicing the Client's customers (account-debtors) and then collecting the accounts directly.

UFC is interested in developing relationships with Brokers as independent contractors. If a Broker has a prospective Client and desires to have that prospective Client enter into an UFC Factoring Agreement, and Broker wants UFC to pay Broker a commission for his/her services, then Broker must clearly understand, acknowledge, and agree to the following:

1. **Business Development Staff:** UFC directly employs a staff of Business Development Representatives for the purposes of locating prospective Clients, selling UFC's factoring program to the prospective Clients, and signing prospective Clients to an UFC factoring contract, known as an Agreement For Purchase Of Accounts (Factoring Agreement). In the event that Broker refers a prospective Client, an UFC Business Development Representative will personally handle the negotiating responsibilities outlined above. However, Broker may be required by UFC to assist in this process.

2. **Acceptance:** UFC may enter into Factoring Agreements with prospective clients at its sole discretion. Nothing in this agreement shall be interpreted as obligating UFC to purchase accounts from any prospective client at any time. UFC shall not be obligated to pay Broker any fee whatsoever unless and until UFC actually purchases accounts from Broker's Client.

3. **Agreement For Purchase Of Accounts:** The only contract used by UFC Shall be its Factoring Agreement then in effect. The Discount rate and reserve amount used in the Factoring Agreement and all other terms and conditions contained therein, shall be those established by UFC from time to time and at its sole discretion.

4. **UCC-1:** UFC shall require a Security Interest in Client's accounts receivable which is in first and primary position, relative to the Security Interest of any other secured party. This Security Interest will be evidenced by a UCC-1 filing with the Secretary of State or other appropriate agency; and/or such other document(s) perfecting UFC's security interest as may be required.

5. **Corporate Resolutions:** When Client is a corporation, a corporate resolution will be required authorizing the sale of accounts to UFC and permitting execution of the Factoring Agreement.

6. **Continuing Guaranty:** When a Client is a corporation, a Continuing Guaranty and Waiver will be required of the principals of Client as determined by UFC.

7. **Only One Fee:** No commission or any other money shall be due from UFC to Broker for any reason whatsoever, except as set forth in paragraph 8 below. Broker, by his/her signature below, acknowledges all of the terms and conditions contained in this agreement and Broker expressly waives and forever relinquishes any claim or demand of or against UFC, its officers, directors, employees and successors of interest for any sum other than that specifically set forth herein and under the conditions set forth herein.

8. **Commission:** UFC agrees to pay Broker a commission as outlined below, subject to ALL of the following conditions. (I) Broker provides UFC with a written introduction to a prospective Client, on a form furnished to Broker by UFC; (II) Such Client has not previously been contacted by an UFC staff member or by another Broker or previously factored with UFC; (III) As a direct result of (I) above, UFC and such Client both execute a Factoring Agreement; (IV) UFC purchases accounts from such Client (purchase shall be evidenced by issuance of payment by UFC to or on behalf of the Client for said accounts).

8a. **Commission:** UFC shall pay a commission fee of ten (10%) percent of the revenue generated from the account.

8b. **Payment of Commission:** Payment shall be paid to the broker by UFC and shall be made within ten days from the end of each month.

9. **Termination:** This Agreement shall remain in effect for 2 years (at which time no additional commission will be paid) or until terminated by either party. A termination notice by either party shall be in writing and shall take effect upon receipt by the other party. A termination by UFC shall not effect commissions already earned by Broker under this Agreement.

10. **Confidentiality:** Broker agrees to keep completely confidential any information provided to him/her by UFC, which is proprietary in nature.

11. **Washington law/venue:** This Agreement was negotiated and entered into in the State of Washington and shall be governed in all respects by the laws of Washington, without giving effect to the principles of conflict of laws. Jurisdiction for any legal actions between the parties arising under this Agreement shall reside exclusively with the state and federal courts of the State of Washington. Venue for any such actions shall lie in the City and County of Spokane.

**UNIVERSAL FUNDING CORP.      ACKNOWLEDGED AND APPROVED**

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

Title:\_\_\_\_\_ Title:\_\_\_\_\_

Date:\_\_\_\_\_ Date:\_\_\_\_\_