



BROKER AGREEMENT

This Broker Agreement (“Agreement”) is made by and between American Receivable Corporation (“ARC”) and _____ (“Broker”) and entered into this _____ day of _____, 20____.

- 1. **TERM:** This Agreement shall commence on the date set forth above and will continue in full force and effect until terminated in writing by either party.
- 2. **SERVICES:** ARC is an accounts receivable factoring company who is in the business of purchasing receivables from business-to-business companies. Broker will seek and solicit new prospective clients who are seeking invoice-factoring services and who have not previously been solicited by ARC. Broker will provide the referral to ARC to underwrite for potential approval, which is at ARC’s sole and absolute discretion.
- 3. **COMMISSION:** Commissions for Broker’s referral are based solely on the net fees earned by ARC through the purchase of receivables, provided ARC has been paid on the receivables and Client is not in default status. Commissions will be payable on or about the 10th day of each month for fees earned and received in the previous month.

Broker Commission Incentive	
For each successively-referred business that is approved, funded, and not in default (“Referral”), Broker will receive an increasing amount of commission for a subsequent Referral, as shown below.	
Referral #	Commission
1	15%
2	16%
3	17%
4	18%
5	19%
6 or more	20%

- 4. **RELATIONSHIP:** Broker agrees that Broker is an independent contractor and that Broker is not an employee, agent, or representative of ARC or any of its affiliates and has no authority to act in such a manner. Broker’s means shall be lawful, and Broker will not be subject to direction or control of ARC. Broker accepts sole liability for any payroll taxes, income tax withholdings or contributions imposed by the Federal Social Security Act or any state law with respect to Broker’s commissions. Broker agrees to indemnify, defend, and hold ARC harmless from and against any and all liability, loss, costs, and expenses caused by, arising out of, or having to do with this Agreement. Broker may not assign or delegate this Agreement or any portion of such without the prior written consent of ARC.
- 5. **VENUE, GOVERNING LAW, AND JURISDICTION:** This Agreement shall be governed solely by and interpreted in accordance with the laws of the State of Texas, without regard to any conflict of laws principles, and jurisdiction and venue are only within the State of Texas, County of Dallas. The prevailing party shall be entitled to recover reasonable attorney’s fees, court costs, and other expenses associated with such litigation. The parties waive a jury trial for a lawsuit arising out of or having to do with

- this Agreement.
6. OBLIGATION: Broker agrees that after Broker refers a business to ARC that Broker will not refer that business to another financing company, unless agreed to in writing by ARC. Further, Broker shall not either directly or indirectly solicit any client of ARC.
 7. NON-DISCLOSURE AND PRIVACY: Broker agrees to keep completely confidential any information provided to Broker by ARC which is proprietary in nature. Information that is proprietary in nature is that which was unknown to Broker prior to learning such from ARC or information that Broker learned from a client of ARC. Such information shall not be shared or distributed to any third party unless agreed to in writing by both parties.
 8. AMENDMENTS: This Agreement may be modified or amended if agreed to in writing by both parties. This Agreement represents the entire understanding of the parties with respect to the subject matter of the Agreement. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject. This Agreement shall supersede any and all previous agreements.
 9. SEVERABILITY: The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired.
 10. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement. Delivery of executed pages by facsimile or email shall be binding on the parties.
 11. HEADINGS: Headings used in this Agreement have been included for convenience and ease of reference only and shall not in any manner influence the construction or interpretation of any provision of this Agreement.

This Agreement is executed as of the above date by the parties:

AMERICAN RECEIVABLE CORPORATION

BROKER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Co. Name: _____

EIN/SSN: _____

Phone: _____

Email: _____

Address: _____
