

US Business Finance Referral Agent Agreement

Referred by TurnTheRockOver

This agreement is between US Business Finance Corporation, herein USBF, with principal offices at 4833 Front Street, Unit B-306 Castle Rock, CO 80104, and the representative's name listed below, herein known as AGENT:

Company Name: _____
Individual Name: _____
Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Whereas USBF desires to provide services and products to referred individuals, business owners and clients of AGENT, and AGENT desires to participate in "The Program", both parties do hereby agree as follows:

Section 1. The Program

"The Program" which shall consist of an offering of Merchant credit card processing; Merchant cash advance programs, various standard loan products, Insurance referral leads, and any known or unknown future product and/or services offered by USBF. In addition any individuals and business owners introduced to USBF by AGENT that result in revenue due USBF. USBF shall then pay commissions to AGENT as outlined in Section 9.

Section 2. Responsibilities of USBF

USBF shall provide all the supporting documents and training for "The Program" to the AGENT. USBF shall employ a "best efforts" policy to assist in the successful completion of any lead presented to USBF by AGENT. USBF shall provide timely and professional service to referrals and clients of AGENT. USBF shall provide monthly reporting of client status to AGENT.

Section 3. Responsibilities of AGENT

AGENT agrees to use reasonable methods of promoting "The Program" to any qualified individual or business owner. Such methods of marketing may include and are not limited to: email, web site, and use of USBF brochures, newsletters or other forms of advertising necessary to promote "The Program". In the event AGENT desires to advertise "The Program" AGENT may use any logos or marks or trade names of USBF. AGENT agrees not to misrepresent, mislead or falsify any document, product or service to any individual or business owner in order to gain a successful sale for USBF. AGENT will forward information from interested individuals and business owners as referrals to USBF via email, fax, or direct interested parties to USBF by phone.

1. Independent contractor status: AGENT agrees that AGENT is not an employee of USBF. AGENT'S status is solely as an independent contractor as defined by the IRS. AGENT acknowledges that USBF or its insurance carriers will not provide insurance coverage to AGENT or its affiliates and employees. Furthermore, AGENT will hold USBF harmless for any and all personal or business related damages or injuries caused to or by AGENT, its' affiliates, and employees.
2. AGENT will be responsible for all AGENTS' expenses in the day-to-day conduct of AGENT'S business. All sales commissions will be subject to all applicable state and federal taxes. The payment of such commissions is the only compensation paid to AGENT in his/her employee status, and will be shown on an IRS Form 1099.

Section 4: Repayment of Commissions

AGENT allows USBF the right to offset monies owed to USBF by AGENT for any commissions advanced or to ensure payment of potential liabilities from AGENT by USBF, at USBF's discretion, for a period of no greater than sixty (60) days after termination.

Section 5: Term and Termination:

1. This Agreement for the Agent relationship shall end in one year and at the anniversary date, will automatically renew for an additional year in addition this Agreement may be terminated earlier with a thirty day notice. Either Party may nullify the automatic renewal of this Agreement by giving the other written notice.
2. Either party may terminate this Agreement immediately and without advance notice to the other Party in any of the following circumstances: (a) any act of fraud or forgery or dishonesty by the other Party in connection with its performance under this Agreement, or (b) if termination is expressly required by any written notice from a Funding Company as a result of an alleged or actual violation by a Party of any applicable laws or rules. A Party may terminate this Agreement at any time upon written notice to the other Party if the other Party is in material breach of this Agreement and such Party has failed to cure such breach within thirty days following receipt of the written notice of such breach.

US Business Finance Referral Agent Agreement

Section 6: Confidentiality, Non-Solicitation:

Both parties agree that during the term of this agreement and for a period of 1 year thereafter, neither party shall solicit employees, agents, affiliates, clients, distributors or members to end their business relationship with the other party. Both parties agree that confidential information disclosed to the other party during the term of this agreement shall be considered confidential. Neither party may use confidential information provided by the other party for its own economic gain at the detriment of the other party. Both parties agree not to disclose any information considered confidential to any party not associated with this agreement without the express written consent of the other party. In the case of breach of this section by either party the offended party may seek all remedies available at law or in equity. This section shall survive termination of this agreement and remain in effect for a period of 1 year from termination of this agreement.

Section 7: Notice:

Any notice required pursuant to this Agreement shall be in writing and shall be addressed to the parties as listed in the opening paragraph of this agreement. Facsimile, US Mail or overnight courier shall be the acceptable methods of notification.

Section 8: General Provisions

Assignment: Either party may assign this agreement to a third party or affiliate of the party provided that notice is given and both parties agree in writing. Such agreement shall not be unreasonably withheld.

Waiver: Failure on the part of either party to exercise any rights or privileges granted to it or to insist upon the full performance of all obligations assumed by the other party shall not be construed as waiving such rights, privileges, obligations or duties, or as creating any custom contrary hereto. Any waiver of any right, privilege, duty or obligation by either party shall not operate beyond its term.

Severability: Any finding by a court of competent jurisdiction of the invalidity of any part of this Agreement shall not affect the validity of any of the remaining provisions of this Agreement.

Venue: The parties agree that any disputes pursuant to this agreement shall be resolved through Arbitration in the State of Colorado, county of Douglas.

Entire Agreement: This agreement constitutes the entire Agreement between the parties. No modification or Amendment to this Agreement shall be effective until set forth in writing, executed by the parties and attached as an amendment hereto.

Section 9: Compensation for Service:

"Compensation" shall be defined as all commissionable income due Agent, whereby Agent has a direct or indirect participation in the relative activity unique to a USBF sale associated to that Agent for the following transaction or product or service line offered by USBF:

1. "Compensation" shall be paid to Agent based on "The Program" in section 1.
2. Any income due Agent will be paid once USBF has received the associated revenue as a result of Agent's activity.

Agent shall be paid according to the follow percentage scale for any (compensation, fee income, commission, and residual earned):

Level 1

Represents a one- time, single payment of (\$25.00) for a direct referral of a business owner or individual interested in working with USBF. Agent must complete the "The Level 1 Merchant Contact Form". Agent shall be paid once merchant is processing and USBF has received its revenue.

Level 2

Represents a monthly residual commission of thirty (30) percent of any personal associated sales production delivered to USBF, Agent must complete the "USBF-Merchant Contact Form" and submit any required supporting documentation to qualify for this compensation level. Agent shall be paid once merchant is processing and USBF has received its revenue.

USBF may not change the Commission Schedule without prior written agreement of AGENT.

Agreed and accepted by all parties:

Date: _____

US Business Finance Corporation:

AGENT:

X _____

X _____

By (Print): _____

By (Print): _____