

UNIVERSAL FUNDING CORPORATION BROKER AGREEMENT

This Broker Agreement ("Agreement") is between Universal Funding Corporation ("UFC") and _____ ("Broker", "Partner", or "You").

1. UFC is an account receivables financing, factoring company, who is in the business of providing capital to commercial based companies who pledge their accounts receivable. UFC offers financing at a discount below face value of the account receivable of the commercial based company, UFC then collects from the accounts directly.
2. UFC is interested in developing a relationship with Broker as an independent contractor. Broker may have prospective company(ies) to offer to UFC who desire accounts receivable financing/factoring.
3. For each funded company referred by Broker to UFC, UFC intends to pay Broker, as shown below, only when the company becomes a funding client under the factoring program offered by UFC.

	Commissions Percentage	Client Advance
Option 1	10% pay out	81% or higher
Option 2	15% pay out	71-80%
Option 3	20% pay out	Up to 70%

4. Commissions are based on the nets fees earned by UFC from the Broker company(ies) based on the total invoices funded for each month for the life of the account.
5. Commissions are paid by the 10th of the month following the calendar month for which UFC earned a fee(s).
6. It is further understood the Broker is an independent contractor, not an agent, employee or representative of UFC or any of its affiliates and has no authority to represent itself as such in any manner.
7. In the event of litigation regarding this Agreement, the laws of the State of Washington shall apply and venue shall be Spokane County, Washington. The prevailing party shall be entitled to recover reasonable attorney's fees, count cost and expenses of litigation.
8. Each prospective company offered must be based upon Broker having a personal contact with the prospect directly and must be received in writing via email to Brokers point of contact at UFC and by using the attached Broker Referral Listing form. The prospect will then become effective as soon as UFC returns the Referral Listing signed by an authorized UFC representative. This is subject to review on a case-by-case basis.
9. UFC may enter into other agreements with prospect company(ies) at its sole discretion. Nothing in this Agreement shall be interpreted as obligating UFC to purchase accounts receivable from any prospective company at any time. UFC shall not be obligated to pay Broker any fee whatsoever unless and until UFC actually purchases account from prospect company(ies) and UFC is directly paid on those accounts receivable.
10. No prospects will be concurrently offered to UFC or any other financing or factoring companies. Further, upon submitting a prospect to UFC, you will notify UFC of all known finance companies who have previously reviewed the prospect.
11. In the event of default by any funded client, payment may be suspended or terminated for such funded client.
12. Broker agrees to keep completely confidential any information provided to him/her by UFC, which is proprietary in nature.
13. This Agreement may be modified or amended only in writing signed by both parties.

Signed by Broker _____ Signed by UFC _____

AGREED TO AND ACCEPTED this _____ day of _____, 20__.

Broker name _____ Email _____

Tax ID or SSN _____ Phone _____

Address _____

