



**MONEY FOR YOUR BIZ**  
INTEGRITY • TRUST • KNOWLEDGE

## Referral Agreement

This Referral Agreement (this "Agreement") is entered into between Money For Your Biz(2627071 Ontario Corporation), an Ontario, Canada Corporation (together with its affiliates, successors and assigns, hereafter, "Money For Your Biz") and \_\_\_\_\_ ("Broker") on \_\_\_\_\_.

### Recitals

Whereas, Money For Your Biz is in the business of providing factoring and purchase order related services, financial accommodations, and other forms of financing to its clients, including but not limited to, factoring, purchase order/trade finance, machinery and equipment loans, and inventory loans (collectively, "Financial Accommodations" secured by among other collateral, accounts, inventory and equipment); and

Whereas, Money For Your Biz desires to appoint Broker as one of its brokers to generate potential prospects for Money For Your Biz financial services; and

Now therefore, in consideration of the foregoing recitals, the parties hereto agree as follow:

1. Money For Your Biz hereby appoints Broker as one of its brokers and Broker hereby accepts such appointment on a non-exclusive basis upon the terms set forth herein. The parties hereto agree that all matters between Money For Your Biz and Broker will be treated as strictly confidential.
2. Broker shall refer prospective clients (singularly, a "Prospect" and collectively, the "Prospects") to Money For Your Biz from time to time in order for Money For Your Biz to evaluate whether to extend Financial Accommodations to Prospects, with the express understanding that Money For Your Biz may, in its sole and absolute discretion, decline to extend any Financial Accommodations to such Prospects.
3. In the event Money For Your Biz agrees to provide any Financial Accommodations to a Prospect, including but not limited to, factoring, purchase order/trade finance, machinery and equipment loans, and inventory loans, and in fact does provide any Financial Accommodations to such Prospect (upon the consummation of the initial Financial Accommodation made by Franklin to a Prospect, the Prospect shall be and become a "Client"), Money For Your Biz agrees to pay Broker a referral fee in the amount of ten percent (25% of the net fees) provided to Money For Your Biz. Provided that a Client is not in breach of any of Client's representations and warranties to Money For Your Biz, payment of the Broker's Fee will occur fifteen (15) days after the end of a month. The term "Net Fees" shall mean: all fees and interest collected by Money For

Your Biz after deducting: (a) all costs and expenses (including legal fees) incurred by Money For Your Biz to document, close and administer the specific Financial Accommodation; plus (b) Money For Your Biz's cost of funds.

4. Broker and its officers acknowledge that Broker and its officers have been advised that they have no authority to bind Money For Your Biz to any contract, affirmation, promise, representation or warranty concerning any Financial Accommodation of Money For Your Biz.
5. Broker agrees that it may not make any commitment on behalf of Money For Your Biz nor may it pledge the credit of Money For Your Biz or otherwise hold itself out to be an agent or employee of Money For Your Biz.
6. Money For Your Biz agrees not to circumvent, avoid or by-pass Broker to contact any Prospect or to avoid payment of a Broker's Fee due Broker. The aforesaid notwithstanding, Money For Your Biz may contact each Prospect during its due diligence process and Broker's right to control direct contact between Money For Your Biz and the Prospect terminates after the Prospect signs a proposal issued by Money For Your Biz to the Prospect. Broker agrees that it will not attempt to move a Client to another financing source for the sole purpose of generating additional or greater fees.
7. In consideration of the mutual promises contained herein, the undersigned parties intend to be legally bound by this Agreement. This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof and no other representations or promises have been made by either party except as provided for herein. This Agreement may not be modified or amended except in writing signed by the parties hereto.
8. Broker shall not have the right to assign or delegate the performance of its duties hereunder without the prior written consent of Money For Your Biz.
9. Money For Your Biz expressly reserves the unfettered right to (i) change its policies, fees and charges at any time without the consent of the Broker, and (ii) amend, modify and/or restate its financing documents and agreements (or any provisions therein), with its clients and Prospects at any time, without the consent of the Broker.
10. Broker is an independent contractor and is not an employee of Money For Your Biz. This Agreement does not constitute a joint venture between the parties hereto. Broker shall be responsible for the payment of any and all taxes arising from any compensation received under this Agreement.
11. Broker recognizes that this Agreement is not an exclusive contract. Money For Your Biz reserves the right to enter into other similar agreements with other parties. The term of this Agreement is indefinite unless terminated by either party by written notice to the other party.

12. Broker agrees to indemnify, defend and hold harmless Money For Your Biz, its managers, members, directors, officers and other employees (collectively the "Money For Your Biz Affiliates"), from and against any and all loss, claims, damage, liability and expense, including, without limitation, reasonable attorneys' fees, court costs and other reasonable litigation expenses, suffered, sustained or incurred by Money For Your Biz and/or the Money For Your Biz Affiliates, as a result of, arising out of, or in connection with: (a) Broker's actions in connection with this Agreement; or (b) Broker's breach or violation of any representation or covenant contained herein. Without limiting the remedies which Money For Your Biz may have against Broker at law or in equity, to the extent that Money For Your Biz shall be entitled to indemnification from Broker pursuant hereto, Broker hereby authorizes Money For Your Biz to set-off and deduct any amount which shall be payable to Money For Your Biz pursuant to Broker's duty to indemnify Money For Your Biz, from any Broker's Fees payable from Money For Your Biz to Broker.
13. Any and all notices or other communications provided for herein shall be given in writing and shall be deemed to have been properly given (a) when delivered by hand delivery; (b) three (3) days after being sent by certified mail, return receipt requested; (c) when sent by telecopier (with acknowledgement of complete transmission), provided that a copy is mailed by certified mail, return receipt requested; or (d) one (1) day after deposit with a naturally recognized overnight delivery service; in each case to the appropriate addresses and telecopier numbers set forth after each party's signature. Any party may change their address for notices by notice as herein provided.
14. The Broker irrevocably indemnifies Money For Your Biz (2627071 Ontario Corporation) and all the parties associated with this transaction from legal action regarding a fee dispute, and any ancillary damages.

In Witness Whereof;

Money For Your Biz

2627071 Ontario Corporation,

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Title:

Name:

Broker Name:

Broker Address:

\_\_\_\_\_

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

HST Number

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