

REFERRAL AGREEMENT

BETWEEN:	REPUBLIC BUSINESS CREDIT, LLC A Louisiana limited liability company 201 St. Charles Avenue, Suite 2409 New Orleans, LA 70170	"RBC"
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REFERRER NAME:	_____	
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AND:	ENTITY TYPE/STATE: _____	"REFERRER"
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Date:	_____	"DATE"
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RECITALS

A. **WHEREAS**, RBC is in the business of factoring or funding commercial accounts receivable and associated commercial finance products and financing accommodations; and

B. **WHEREAS**, Referrer has requested to act as a non-exclusive referral sourcing broker on behalf of RBC under all of the terms and conditions more particularly set forth in this Referral Agreement (the "Referral Agreement").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained in this Referral Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged RBC and Referrer acknowledge and agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated into this Agreement by this reference.
2. **SERVICES TO BE PERFORMED.** Referrer agrees, on a non exclusive basis, to introduce prospective commercial clients ("Prospects") interested in obtaining accounts receivable factoring or other financial accommodations ("Financing Accommodations") from RBC and shall provide RBC with completed initial document packages for RBC's evaluation and possible acceptance in accordance with RBC's terms and conditions (the "Services"). The method, details, and means of performing the Services shall be exclusively and solely determined by Referrer, *provided, however*, the same shall be legal, commercially reasonable and ethical. Referrer may at Referrer's expense, employ such employees or outside contractors as Referrer deems necessary to perform the Services. RBC and Referrer acknowledge Referrer's autonomy and RBC will not attempt to control, direct, or supervise Referrer's or Referrer's agents' activities in any manner.
3. **LIMITATION ON REFERRER AUTHORITY.** In no event shall Referrer be authorized to or represent to a Prospect or other third parties that Referrer is authorized to enter into binding agreements on behalf of RBC or any other agreements or contracts. Further, Referrer shall have no authority to incur any obligations or liabilities on behalf of RBC nor to otherwise subject RBC to any such obligations or liabilities. Referrer shall not solicit or receive on behalf of RBC any form of compensation other than is specifically set forth herein.
4. **EXECUTION OF FINANCING DOCUMENT.** In the event a Prospect enters into and receives funding under an agreement with RBC for the purchase of accounts receivable or other financial accommodations (collectively referred to herein as the "Transaction" and each Prospect entering into an agreement with RBC is referred to herein as a "Client"), Referrer shall be entitled to receive the compensation set forth herein. Referrer must be the procuring cause of the Transaction. A binding agreement for financial accommodations by and between RBC and Client (the "Client Agreement") may be made only upon the execution and delivery by RBC of such Client Agreement on RBC's standard form and an initial advance of funds made to the Seller thereunder. The decision of whether to purchase any account receivable or provide other financial accommodations to a Client shall be made in RBC's sole and absolute discretion, and RBC shall not be obligated to pay any fee or other compensation to Referrer in the event RBC elects at any time or for any reason whatsoever not to purchase any accounts receivable from or provide financial accommodations to a Client.
5. **COMPENSATION.** For the performance of Services, RBC agrees to pay Referrer a fee of up to fifteen percent (15%) of the total amount of the factoring Purchase Fees as defined in the relevant Client Agreement that are earned and collected after the Effective Date (the "Referrer Fees"), except that Referrer agrees to negotiate, in good faith, a compromise of the percentage payable to Referrer in order to adjust downward this percentage in the event that RBC is unable to maintain its normal expected return or yield requirements due to the pricing of the Client's facility. The Referrer Fee shall be payable to Referrer each calendar month based on the Purchase Fees that RBC actually collects in cleared funds during the preceding calendar month. Upon the occurrence of an Event of Default under a Client Agreement with RBC (as defined therein), then in recognition of RBC's increased costs of collection and monitoring and increased

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risk paradigm, no further Referrer Fees shall be payable unless and until such Event of Default has been cured by Client or waived in writing by RBC and RBC shall recover all Obligations (as defined in the respective Client Agreement) incurred as a result of such Event of Default. Referrer shall not be eligible to receive a Referral Fee for any Client in which Referrer or Referrer's immediately family or any entity owned by Referrer or Referrer's immediate family has a direct or indirect ownership in such Client.

6. **REFERRER'S REPRESENTATIONS AND WARRANTIES.** Referrer represents and warrants to RBC that: (a) Referrer understands Referrer is being engaged as an independent contractor and agrees that Referrer shall undertake the duties and services hereunder independently and not as an agent or in any other way representative of RBC. Any employment, consultant or independent contractor's arrangements made by Referrer in connection with Referrer's business are solely Referrer's responsibility, and RBC shall have no liability regarding the same; (b) Referrer has no prior or concurrent obligations, commitments or impediments of any kind that will limit or prevent the performance of Referrer's obligations under this Agreement; (c) Referrer acknowledges that Referrer may provide a Prospect with RBC's marketing materials (the "Marketing Materials") from time to time and agrees Referrer will not provide any other written information or make any verbal representations regarding RBC or the proposed relationship of RBC and a Prospect which are not specifically contained in the approved Marketing Materials; (d) if any claim, demand or legal proceeding arising out of any matters related to this Agreement is at any time threatened by any person against RBC, Referrer shall provide RBC with all information regarding such matter in Referrer's possession; (e) Referrer will use its best efforts to refer qualified Prospects to RBC for the sale of Prospects' Accounts; and (f) Referrer has not and is not receiving compensation from any Client; and (g) Referrer shall conduct its business, as it relates to the services defined herein, in a commercially reasonable, legal and ethical manner. Every effort will be made by Referrer to ensure that the Prospect is aware of the economic substance of those transactions contemplated by a Client Agreement, and that Referrer's business with Seller has been conducted in a professional manner.

7. **INDEMNITY.** Referrer agrees to hold harmless and indemnify RBC from any and all claims arising out of or related to this Agreement and any of the transactions contemplated hereunder. Referrer agrees that should RBC incur any expense relating to damages or its defense from same as a result of a breach of any of Referrer's representations or warranties, then RBC may invoke a right of offset against future Referrer commissions until such deficit has been repaid.

8. **CONFIDENTIALITY.** Referrer will treat all correspondence from RBC and RBC's Marketing Materials and contractual documentation and terms with Prospects and Clients as confidential, and will only disclose same to third parties after receiving written permission from RBC.

9. **TERM OF AGREEMENT.** The term of this Referral Agreement shall commence on the Effective Date and this Referral Agreement will continue until terminated in writing to the address set forth herein by either RBC or Referrer at any time without prior notice provided herein, *provided, however*, RBC's obligation to Referrer for payment of compensation after the Effective Date and prior to such termination shall continue to be payable in accordance with this Referral Agreement.

10. **NOTICES.** Any notice provided or permitted by this Referral Agreement shall be given in writing by registered or certified U.S. mail postage prepaid or by overnight delivery with signature required by a nationally recognized overnight delivery service, addressed to the party to be notified at that party's address as set forth in the heading of this Agreement or the last address designated by that party in writing to the other, or delivered personally to the other party, and shall be deemed conclusively to have been given on the date of personal delivery (or refusal to accept delivery) or three (3) days after the date of mailing, except that notice of a change of address shall not be effective until receipt.

11. **ENTIRE AGREEMENT/NO RELIANCE.** This Agreement contains all of the agreements between the parties hereto, supersedes all prior and/or contemporaneous negotiations, agreements and understandings, whether verbal or written, and may not be amended or modified in any manner other than by an agreement in writing signed by both the parties hereto. Both parties agree that no representations, warranties, promises, covenants, inducements, agreements or guaranties of any kind or character, whether express or implied, oral or written, past, present or future have been made by any party or anyone acting on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. This Agreement is executed and entered into without reliance upon any statement or representation of RBC or Referrer or their respective attorneys, agents, or other representatives in connection therewith except as set forth herein. There are no and neither of RBC or Referrer is relying on any written or oral representations not expressly written in this Agreement.

12. **ASSIGNMENT.** Referrer shall not assign, pledge or encumber Referrer's right or interests under this Agreement.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties agree that the relationship of Referrer and RBC shall be that of an independent contractor. RBC and Referrer recognize that this Agreement is non-exclusive and in keeping with an 'arm's length' relationship. Without RBC's prior written consent, Referrer

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shall have no authority to bind RBC in any manner whatsoever. Referrer, its employees, Referrer’s agents, and their employees shall not be considered employees of RBC in any way, or for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between RBC and Referrer nor to cause RBC or Referrer to be responsible in any way for the debts or obligations of the other party, it being the intention of the parties that the only relationship created hereunder is that of independent contractors.

14. **GOVERNING LAW AND VENUE.** Notwithstanding the location of Referrer, a Prospect or a Client, the validity of this Referral Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of law provisions. Each of RBC and Referrer hereto agree to submit to the exclusive personal jurisdiction and to waive any objection as to venue in the United States District Court for the Eastern District of Louisiana or any court of the State of Louisiana located in the Civil District Court for the Parish of Orleans in any action or proceeding arising out of or relating directly or indirectly to this Referral Agreement and agrees that all claims in respect of such action or proceeding shall be heard and determined therein.

15. **WAIVER OF TRIAL BY JURY AND VENUE.** RBC AND REFERRER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, RELATED TO, OR ARISING IN CONNECTION WITH THE SUBJECT MATTER OF THIS REFERRAL AGREEMENT.

16. **ATTORNEY’S FEES.** Guarantor shall pay all costs and expenses including, without limitation, all court costs and reasonable and customary attorneys' and paralegals' fees and expenses paid or incurred by RBC in connection with the enforcement of any term or provision of this Referral Agreement or any action by or against Guarantor in connection with this Referral Agreement. This covenant shall survive the payment of the Purchase Agreement and the termination of this Referral Agreement.

17. **CONSTRUCTION.** The parties have read this Referral Agreement, understand its contents, and represent that each have full and complete authority to sign this Referral Agreement. Each of the parties hereto has had an opportunity to consult with its respective legal counsel prior to executing this Referral Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Agreement.

18. **NON EXCLUSIVITY.** This Referral Agreement is nonexclusive. Each of RBC and Referrer may enter into referral agreements for factoring, accounts receivable financing or other asset based financing with any other parties without notice to or consent of the other party to this Referral Agreement.

19. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Referral Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. Facsimile signatures or E-signatures hereto shall be considered originals thereof, with any party signing by way of facsimile or E correspondence being obligated to convey original signatures to the other party promptly after such signatures.

IN WITNESS WHEREOF, this Referral Agreement has been duly executed by the undersigned as of the Date.

For & on behalf of Referrer
Signature: _____
Print Name: _____
Print Title: _____

For & on behalf of Republic Business Credit, LLC
Signature: _____
Print Name: _____
Print Title: _____

REFERRER PLEASE COMPLETE:

Referrer Business Name

Referrer Mailing Address

City / State / Zip

Email Address

Telephone

Fax

Cell Phone

Federal Employer Tax ID or SSN