

## REFERRAL AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered into by and between Bridgeport Capital Services, Inc., a Florida corporation located at 5541 N. University Drive, Suite 101, Coral Springs, Florida 33067 (herein called "Factor") and:

Legal Name: \_\_\_\_\_

Organized in the State of: \_\_\_\_\_

Organizational Type: \_\_\_\_\_  
(Corporation, Limited Liability Company, etc.)

Principal office location: \_\_\_\_\_  
(hereinafter called "Referrer").

### RECITALS

- A. Factor is engaged in the business of providing financial services to various business entities.
- B. Referrer is desirous of soliciting business entities (which have not been previously solicited by or on behalf of Factor) for the purpose of becoming new clients of Factor.
- C. The parties hereto have determined that this Agreement is necessary in order to memorialize the understanding between them.

### AGREEMENT

In consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Factor hereby authorizes Referrer to solicit business entities (which have not been previously solicited by or on behalf of Factor) for the purpose of becoming new clients of Factor.
- 2. Referrer hereby represents and warrants to Factor that Referrer maintains its own independent office with all expenses for same incurred by, paid by and as the sole responsibility of Referrer.
- 3. Factor, in its sole discretion, agrees to make available to Referrer information pertaining to the various financial services offered by Factor that in the opinion of Factor, is necessary for Referrer to properly solicit new business entities for factoring services on behalf of Factor.
- 4. Referrer agrees to utilize its best efforts to solicit new business entities for factoring services on behalf of Factor. Further, Referrer agrees that at all times while soliciting such business entities for factoring business on behalf of Factor it will conduct itself in a professional manner.
- 5. Referrer agrees with Factor that the acceptability of any business entity solicited by Referrer on behalf of Factor shall be in the sole discretion of Factor and any factoring arrangement entered into between Factor and any such entity shall be on terms and conditions acceptable to Factor in its sole and absolute discretion.
- 6. Factor agrees to compensate Referrer for its services on a commission basis only. The commission to be paid to Referrer shall be an amount up to **10%**, of any moneys earned by Factor on paid invoices previously purchased by Factor, from a client of Factor, as a direct result of the efforts of Referrer. The commission due Referrer under this Agreement shall be calculated monthly and shall be payable on or about the 15th day of the month following the month in which the commission was calculated. The commission referred to herein shall be payable to Referrer so long as such client on which commissions are earned by Referrer remains a client of Factor. In no event shall such commissions continue to be paid to Referrer upon the death of Referrer if an individual, or upon the dissolution of Referrer if a business entity, or upon this Agreement being terminated as a result of a breach of any of the terms or conditions herein by Referrer, whichever shall occur first.
- 7. Factor and Referrer agree that whenever Factor, in its sole discretion, deems any client solicited by Referrer pursuant to this Agreement to be in default, liquidation, or otherwise in unsatisfactory financial condition, Factor may apply all collections received or to be received pursuant to the factoring agreement entered into with any such client (as same may have been modified, amended or extended from time to time) to the repayment of principal. The payment of commission for such account shall be deferred until such time as Factor, in its sole discretion, no longer deems such application to principal necessary. Further, Referrer agrees that it shall not be entitled to any commissions with respect to any income which may be derived from delinquent interest or extension and related charges, or from services provided to client by Factor. Commissions due Referrer shall result only from invoices that have been purchased by Factor and have been paid by the obligor thereon.
- 8. Factor and Referrer agree that Referrer does not have the right or authority to bind Factor in any way to any agreements of any kind or nature. Further, Referrer does not have the right or authority to commit Factor to any indebtedness or any obligation of any kind, nature or description.

9. Referrer agrees with Factor that this arrangement between Referrer and Factor is not exclusive. It is understood that Referrer will continue to be principally involved in Referrer's own career and business opportunities and will devote only part of Referrer's time to the matters contemplated in this Agreement. At the same time, Factor will be free to engage other Referrers if it should so desire.
10. This Agreement, except as provided for herein, can only be modified by a written instrument signed by the parties hereto.
11. This Agreement is to continue in full force and effect until written notice of termination is served by any one of the parties hereto on the other, but such termination shall not effect any of the provisions of paragraph 6 herein with reference to commissions due to Referrer.
12. The parties hereto agree that Referrer is an independent contractor whose time, methods and means (which shall be lawful, ethical and appropriate) are not subject to the direction or control of Factor. Further, Referrer agrees that it will not represent itself as an employee, partner or co-venturer with Factor.
13. Referrer hereby represents and warrants to Factor that Referrer accepts exclusive liability for any payroll taxes, income tax withholding, or contributions imposed by the Federal Social Security Act or any state law with respect to Referrer's commissions paid pursuant to this Agreement.
14. This Agreement is not assignable by Referrer and does not inure to the benefits of its respective heirs and assigns.
15. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid if addressed to Factor:

Bridgeport Capital Services, Inc.  
 5541 N. University Drive  
 Suite 101  
 Coral Springs, Florida 33076  
 (954) 345-5797

If addressed to Referrer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or to such other address as either party hereto may hereafter give notice of to the other.

16. No delay or failure by Factor to exercise any rights it may have under this Agreement shall constitute a waiver of that or any other right it may have, unless otherwise expressly provided for herein.
17. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
18. This Agreement shall be deemed to be a contract embodying the full terms of the agreement between the parties under and subject to, and shall be construed for all purposes and in accordance with the laws of the State of Florida. For any litigation relating to or arising from this Agreement, the parties hereto submit to the exclusive jurisdiction of the federal and state courts sitting in Broward County, Florida, waiving any claim that the same is an inconvenient forum. The prevailing party in any such litigation shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation. **IN CONNECTION WITH ANY SUCH LITIGATION THE PARTIES HEREBY KNOWINGLY AND IRREVOCABLY WAIVE TRIAL BY JURY.**
19. This instrument may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**"FACTOR"**

By: \_\_\_\_\_  
Max Toledo  
Executive Vice President  
National Sales Director

**"REFERRER"**

By: \_\_\_\_\_

Print Name:: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_