

Please fill out completely, sign & date at the bottom, and either fax back to 214-969-7081, or as an e-mail attachment to kburnett@afctx.com for review. Once received, a copy signed by AFC will be returned to you.

AFC

2323 Bryan Street, Suite 2121
Dallas, Texas 75201
(214) 969-9090
Fax: (214) 969-7081
www.afctx.com

AMERICAN FACTORS CORPORATION

BROKER AGREEMENT

This Broker Agreement is made and entered into this _____ day of _____, 20____, by and between American Factors Corporation ("AFC"), whose business address is 2323 Bryan Street, Suite 2121, Dallas, Texas 75201, and _____ ("BROKER"), whose business address is _____.

1. **Client Submission.** Broker has a commercial client, namely: _____ ("CLIENT") to submit to AFC, for AFC's evaluation and possible acceptance, in accordance with AFC's instructions to Broker and the terms and provisions of this agreement.

2. **Commission/Fees.** AFC agrees to pay Broker, an amount equal to _____ percent of the gross amount of the factoring fees charged and collected by AFC on Client. Commission/fees are to be paid to Broker on or about the 10th of each month for any and all amounts due to Broker from the prior month.

3. **Term.** This agreement shall remain in full force and effect throughout the term of the factoring contract between AFC and Client, and any subsequent renewals thereof, subject only to the following exceptions:

- a. No commission/fees will be paid should the Client become in violation of any of the terms and conditions of the factoring contract between AFC and Client.
- b. No commission/fees will be paid beyond proper notice given to terminate the factoring agreement by either AFC or the Client.

4. **No assignment.** Neither this agreement, nor any duties or obligations under this agreement, may be assigned by Broker to any other party without the express written consent of AFC.

5. **Entire Agreement.** This agreement represents the entire agreement between AFC and Broker. Both AFC and Broker agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties, which are not contained herein, and that any and all modifications to this agreement must be in writing and signed by both AFC and Broker.

BROKER

AMERICAN FACTORS CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification # _____