



## NON-EXCLUSIVE BROKER AGREEMENT

This Non-Exclusive Broker Agreement ("Agreement") is made and entered into by and between Aim Business Capital, LLC ("Company"), a Louisiana Limited Liability Corporation, and \_\_\_\_\_ ("Broker").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Broker hereby agree as follows:

1. Definitions. For purposes of this Agreement, the term "Referred Client" shall mean all clients who enter into a Financing Agreement with Company who were initially identified, solicited and referred to Company by Broker and were not previously identified, contacted, or solicited by Company.

2. Engagement. Company hereby engages Broker as a non-exclusive marketing representative of Company. Broker shall identify, solicit and recruit businesses to enter into Financing Agreements with Company. Company shall provide Broker with materials concerning Company and the factoring services offered by Company for use by Broker in soliciting prospective clients. Broker shall be solely responsible for identifying and soliciting prospective clients. Company shall not have any obligation to accept any prospective client referred by Broker and may reject any prospective client for any or no reason. Broker shall abide by and comply with all instructions, rules and policies of Company.

3. Relationship between Broker and Company. The relationship between Broker and Company shall be that of an independent contractor. Broker shall not be an employee of Company. Broker shall have no authority to contract on behalf of or otherwise bind Company.

4. Broker's Compensation. Broker's compensation shall be negotiated and agreed to in writing in the format set forth on Exhibit A hereto, which is incorporated herein by reference. Compensation owing to Broker shall be paid on the 15th of each month (unless such day is a Saturday, Sunday, standard holiday, or holiday in the State of Louisiana, in which case the compensation shall be paid on the next following business day) for the period ending on the last day of the prior month.

5. Term of Agreement. Company or Broker may terminate this Agreement at any time, without notice and without cause. Upon termination of this Agreement, the parties shall be excused from the duties and obligations set forth in Section 2. Engagement. All other rights, duties, obligations, terms and conditions of this Agreement shall remain in full force and effect.

6. Proprietary Information and Confidentiality. Broker acknowledges that Company has developed and will develop client lists, sales techniques, collateral and marketing materials, data bases on potential clients, contact and referral persons, funding sources, relationships and other information which are proprietary to the Company (the "Proprietary Information"). The Proprietary Information has been developed through years of business and at substantial cost and investment to Company. The Proprietary Information is treated by Company as confidential, would be valuable to competitors of Company, and is not readily available to competitors of Company from other sources. In the performance of his or her duties and responsibilities, Broker will be given access to the Proprietary Information and will be involved in further development of Proprietary Information. Broker acknowledges that the Proprietary Information was not available to Broker prior to his or her engagement by Company.

Broker agrees not to disclose, use, or allow others to use any Proprietary Information except in the performance of Broker's duties and responsibilities as a representative of Company. Broker shall take all necessary actions, including those directed by Company, to insure the confidentiality of the Proprietary Information. During the term of this Agreement and upon termination hereof, Broker shall not disclose, use or allow others to use any Proprietary Information.

7. Non-Competition. Broker agrees that Broker will not solicit any client of Company or offer to any client of Company any service or product which competes with those offered by Company from the time the client accepts any proposal from Company until ninety (90) days after termination of the client's relationship with Company, unless Company consents in writing.

In the event the length of time, type of activities, geographic area, or other restrictions set forth in this Agreement are deemed unreasonable in any court or arbitration proceeding, the parties agree that the court or arbitrator may reduce such restrictions as the court or arbitrator deems reasonable to protect the interests of Company as contemplated herein.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

10. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Integrated Agreement, Amendment. This Agreement constitutes the entire agreement between Broker and Company concerning the subject matter hereof. All prior and contemporaneous agreements between Broker and Company, oral or written, concerning the subject matter hereof are rescinded. This Agreement may not be amended or altered except in writing signed by Broker and Company.

Dated: \_\_\_\_\_, 2009.

**Aim Business Capital, LLC**

X: \_\_\_\_\_

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

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

**"Broker":**

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

X: \_\_\_\_\_  
Signature of Authorized Representative

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

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

**EXHIBIT A**

**NON-EXCLUSIVE BROKER'S COMPENSATION & LOCATION**

The compensation set forth in this agreement shall be applicable to all Referred Clients, unless otherwise agreed to in writing.

**Commission:** Broker shall receive a commission equal to ten (10%) of collected factoring fee income, after any rebate (as provided in the Financing Agreement) paid to Aim Business Capital, LLC by Referred Client. Commission shall be paid on the fifteenth (15<sup>th</sup>) of each month for the period ending on the last day of the prior month.

The compensation shall be payable so long as the Financing Agreement with Referred Client remains in effect and Broker Agreement remains in effect and no event of default for either agreement has occurred thereunder.

**Initials:** Company: \_\_\_\_\_

Broker: \_\_\_\_\_

**Location:** All correspondence and payments will be sent to Broker at the following location:

\_\_\_\_\_  
Broker Contact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Telephone / Fax

**ACH Instructions:**

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_