

## Broker Agreement

This Broker Agreement ("Agreement") is made and effective on \_\_\_\_\_ by and between Scale Funding, a division of Scale Bank, a Minnesota corporation located at 7600 Parklawn Avenue, Edina, Minnesota ("Scale"), and \_\_\_\_\_ a business whose address is \_\_\_\_\_ ("Broker").

In consideration of the mutual promises contained herein, the parties agree as follows:

### 1. Broker Responsibilities.

Broker agrees to solicit new prospective clients for Scale, and for each such prospective client, to deliver to Scale all documents and information required by Scale to evaluate and accept/reject the prospective relationship. Broker will determine what amount of time Broker devotes to performance of these duties and, with the assistance of Scale, Broker will determine the method, details and means of performing these duties. Broker's engagement is non-exclusive to either party. Any client introduced to Scale by Broker, which client was not previously solicited as a prospect by Scale, is referred to in this Agreement as "Broker Client."

### 2. Independent Contractor Relationship.

Broker is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise, or (iii) allow Broker to create or assume any obligation on behalf of Scale for any purpose whatsoever. Broker is not an employee of Scale and is not entitled to any employee benefits. Broker shall be responsible for paying all income taxes and other taxes charged to Broker on amounts earned hereunder. All financial and other obligations associated with Broker's business, including obtaining adequate liability insurance and providing workers' compensation insurance to Broker's employees, are the sole responsibility of Broker.

### 3. Compensation.

Broker's sole compensation under the terms of this Agreement shall be a Commission based upon the volume of purchased accounts from Broker Client during the first full month of becoming a client of Scale Funding, as follows:

<u>Volume</u>	<u>Commission</u>
\$30,000 to \$49,999	One-time payment of \$250.00
\$50,000 to \$99,999	One-time payment of \$500.00
\$100,000 and above	Up to 15% of factoring fees, as described below.

Commission payments for Broker Clients exceeding \$100,000 in initial monthly volume shall equal up to fifteen percent (15%) of the fee income collected by Scale Funding on all accounts purchased from such Broker Client for the entire term of such client relationship, including any renewal or extension thereof. Such fee income shall include factoring fees and interest paid and shall be net of services fees charged to cover incidental out-of-pocket costs (i.e., account set-up fees, wire fees, etc.). The commission on any Broker Client shall be paid to Broker within 30 days after the calendar month in which fees are collected by Scale Funding. One-time, fixed commission payments shall be paid to Broker within 30 days after the first calendar month in which fees are collected by Scale Funding.

4. Cross-Indemnification.

Broker shall indemnify and hold Scale free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) relating to or arising out of the relationship established by this Agreement and the acts committed by Broker hereunder.

Scale shall indemnify and hold Broker free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) relating to or arising out of the relationship established by this Agreement and the acts committed by Scale.

5. Term and Termination.

This Agreement shall commence on the date stated in the first paragraph hereof and continue until terminated by either party upon at least 30 days written notice.

6. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

7. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Minnesota and any dispute under this Agreement must be brought only in the state or federal courts in the jurisdiction of Hennepin County, Minnesota.

\_\_\_\_\_  
Scale Funding, a division of Scale Bank

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

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

\_\_\_\_\_  
Broker Signature

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

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

EIN/SSN: \_\_\_\_\_

After completing the Broker Agreement, [click here](#) to upload the file and securely submit it. A Business Development Officer will contact you soon. We look forward to partnering with you!