

This Agreement is entered into between Riviera Finance ("Riviera") and

("Broker").

TERM: This Agreement will become effective on the date executed below, and only upon full execution by Riviera and Broker. Either party may terminate this Agreement at any time by providing ten (10) days written notice. All commissions for transactions funded prior to termination will continue to be honored for the life of said transaction.

SERVICES TO BE PERFORMED: Broker, as an independent contractor, agrees to solicit and refer new prospective commercial clients ("referral" or "referrals") to/for Riviera for evaluation of possible financing.

COMPENSATION: Broker will be paid commission for successful referrals provided to Riviera; a referral is successful only if the prospective client 1) is referred to Riviera in writing by Broker first (see Competing Submissions below) and 2) actually receives financing from Riviera within six (6) months of Broker's written introduction. In consideration for the services to be performed by Broker, Riviera agrees to pay to Broker ten percent (10%) of all net fees generated from financing of any account of a successful referral. This commission will be paid by Riviera to Broker for the life of said account.

COMPETING SUBMISSIONS: Broker acknowledges that the relationship formed under this Agreement is not exclusive. In the event that Riviera receives more than one referral for the same prospective client and the referral is successful, the first party (whether an external broker or representative or internal representative) to provide a written referral to Riviera will be credited with the referral. Riviera will use reasonably diligent efforts to identify the time and order in which the written referrals were received. Broker agrees to accept Riviera's determination as final and binding and waives any right to challenge Riviera's determination.

EXCLUSION: A prospective client in which Broker had or has any ownership/membership interests or is associated by immediate family connections is disqualified as a successful referral and Broker may not earn commissions from Riviera for such referral.

OBLIGATION OF RIVIERA: Riviera agrees to comply with all reasonable requests of Broker and provide access to all documents and forms reasonably necessary to the performance of Broker's duties under this Agreement.

MARKETING/REPRESENTATIONS: Riviera Finance may provide Broker with marketing materials. Any use of Riviera marketing materials and information, including use on Internet websites, must be pre-approved and not altered whatsoever. Broker will not use the name "Riviera Finance" or any Riviera logo for advertising purposes without the express written consent of Riviera. Broker may not make promises or representations to any referral on behalf of Riviera.

INDEMNITY: Each Party agrees to waive all claims against the other Party(ies) with respect to any loss or damage sustained by that Party, its employees, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence by a Party participating in this Agreement.

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES:

BROKER (_____)

Payments will be issued to the name listed here

Signature & Title

Date

Federal Tax ID

SSN of BROKER

Phone Number(s)

RIVIERA FINANCE OF TEXAS, INC.

Signature, National Affiliate Manager

Date

Broker Name (Individual or Company): _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Tel: _____

Estab.: _____ Federal Tax ID#: _____

Broker DOB: _____ Broker SSN#: _____

Description of Primary Business: _____

Products/Services Offered (Check all pertaining)

_____ Factoring _____ Asset-Based Lending _____ Equipment Leasing
_____ Bank Loans _____ Investment Banking _____ Venture Capital
_____ Other Commercial Finance (describe) _____

_____ Mortgages _____ Consumer Finance _____ SBA Packaging

_____ Consulting (describe) _____

_____ Other (describe) _____

_____ % Of Time Currently Spent On Factoring? _____

PROFESSIONAL REFERENCES

Name _____ Tel _____ Relationship _____

Name _____ Tel _____ Relationship _____

Name _____ Tel _____ Relationship _____

PROFESSIONAL ASSOCIATIONS AND POSITIONS HELD (DATES)

1. _____

2. _____

I acknowledge the above information to be accurate to the best of my knowledge. I hereby authorize Riviera Finance to investigate my references, prior employers, and other matters related to my qualifications as an Independent Broker. I authorize Riviera Finance to request and obtain a consumer credit report. If such a report is obtained, I understand that I have a right to receive a copy.

Signature of Applicant: _____ Date _____