



## Referral / Finder Fee Agreement

Date: \_\_\_\_\_

**Borrower:** \_\_\_\_\_

Dear \_\_\_\_\_

**Alliance Business Capital Inc.** (“Alliance”, “we”, “us”, “our”) appreciates your referral of the borrower referenced above (“Borrower”) to us to discuss potential financing.

Subject to the terms of this letter, Alliance agrees to pay to you a referral fee (“Fee”) equal to (\_\_\_\_\_) % of the closed loan amount not to exceed \$50,000. This fee will typically be paid within 2 business days of Alliance receiving closing proceeds from an Alliance Lending Partner. In most cases that is usually 2-3 business days from the closing date, however depending on the loan program (ex. merchant loans pay once a month typically on the 25<sup>th</sup> of the month depending on if that falls upon a normal business day and the date of the closing). Merchant Loans, unsecured business loans, must close before the 10<sup>th</sup> of the month in order to get paid by the 25<sup>th</sup> of the closing month, if after the 10<sup>th</sup> then you will not receive payment until the 25<sup>th</sup> of the following month.

By signing below, you acknowledge that:

- You have not submitted this borrower to another lender which still has the loan as pending
- You will not submit this borrower to another lender once you have submitted to Alliance unless Alliance is unable to assist the borrower and then you are free to submit the loan to whomever you wish, should you submit to lenders after submitting to Alliance while the deal is still pending with Alliance, then Alliance shall be relieved of our obligation to pay you a referral fee.

You furthermore understand that you are not authorized to act on behalf of Alliance or to make any representation, warranty or promise to any Borrower or other third party which purports to be binding on Alliance. Nothing in this letter shall be construed to create any association, partnership, joint venture, employee or agency relationship between us for any reason or purpose. Further, you understand that nothing in this letter shall be construed as a guaranteed loan approval. Alliance relies on our Lending Partners for all underwriting decisions.

This letter and all matters arising out of or relating to this letter are governed by, and construed in accordance with the State of Florida, without regard to the conflict of law provisions of such State. This letter constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understanding, agreements, representations and warranties, both written and oral with respect to the subject matter.

Please indicate your agreement to these terms and conditions by executing the below and providing the required attached items.

Sincerely,

**Alliance Business Capital Inc.**

By: \_\_\_\_\_  
Bob Goodykoontz

**Acknowledged, Accepted, and Agreed as of the date set forth above:**

Referring Party: \_\_\_\_\_

\_\_\_\_\_  
Signature of Referring Party

Referring Party Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**Items Needed:**

- Executed Referral / Finders Fee Agreement (this document)
- Completed W-9
- Clear copy of Government Issued ID
- Refer Information Form