



BROKER AGREEMENT

This Agreement is made and entered into by and between Inheritance Funding Company, Inc. ("IFC"), and _____ (collectively referred to as "Broker").
(fill in your name)

RECITALS

A. Inheritance Funding Company, Inc. is in the business of providing cash to probate heirs. IFC recognizes the value of referrals to IFC of qualified heirs desiring immediate cash and is willing to pay referral fees based upon funded transactions.

B. Broker is in the business of locating individuals who possess rights to one or more future cash flows and who wish to sell a portion of the future cash flow at a discount. Broker connects these individuals with appropriate funding sources. As a result of Broker's marketing activities, Broker anticipates from time to time locating probate heirs who are in need of immediate cash. Broker would, therefore, like to establish a relationship with IFC where Broker refers heirs to IFC in return for referral fees for transactions which are funded by IFC.

C. IFC has made a substantial investment in developing proprietary methodologies, procedures, forms, and systems in pioneering a systematic approach to purchasing interests in estates. In providing referrals to IFC, Broker may receive or have access to proprietary, confidential, or trade secret information belonging to IFC. Broker acknowledges the value of such information and, as a condition to entering into this Agreement; Broker is willing to agree not to disclose such proprietary or confidential information and not to compete, either directly or indirectly, with IFC.

AGREEMENTS

1. **Referral Fees.** The following schedule of referral fees shall apply to cumulative advances to any particular heir (or group of heirs of the same estate acting together) ("Client") referred by Broker:

7.5% of the first \$10,000 advanced (\$500 minimum for advances of \$5,000 or more)
6% of the next \$10,000 advanced
5% of the balance advanced.

Referral fees shall be paid on all advances to a Client made during the two year period beginning with the date of the first advance to that Client. Where more than one advance is made to a Client within two years, the value of the advances shall be cumulated for purposes of determining the referral fee. Thus, for example, on a third advance of \$10,000 to the same Client within two years, the 5% rate would apply. The referral fee shall be paid only for advances made to a Client referred by Broker. Referral fees shall not be paid for an advance to any person not referred by Broker, even though the person and a Client have an interest in the same or a related estate. IFC reserves the right to revise the above fee schedule (but not retroactively for referrals previously made) upon written notice to Broker. Broker agrees to take no fees (related to the transaction with IFC) from the Client without IFC's prior written agreement.

2. **Qualified Referral.** Before referring a Client to IFC, Broker shall determine that the Client is an heir to an existing estate; that the Client wishes to receive an advance against the Client's share of the estate; and that the Client's share of the estate is at least \$17,000.

3. **No Duplication.** The above referral fee shall be payable to Broker when Broker has referred a qualified heir and IFC determines that there are no conflicting or duplicate referrals and that IFC had no direct relationship with the Client as of the time of receipt of the referral. IFC shall pay only one referral fee on any one advance and IFC shall have sole discretion to determine to which Broker(s) the fee shall be paid.

4. **Payment Timing.** The above referral fee shall be paid to Broker within 5 business days of a qualifying advance to an heir.

5. **No Disclosure.** Broker (individually and as a business entity, if applicable) agrees to maintain in confidence and not to use or disclose to any party, without the prior written agreement of IFC in each instance, any and all of IFC's methodologies, procedures, forms, and systems, which are stipulated herein to be proprietary and confidential in nature, and any other information which may reasonably be considered proprietary by IFC. IFC agrees not to disclose to other parties confidential sources and confidential information supplied by Broker.

6. **No Competition.** Broker (individually and as a business entity, if applicable) agrees not to compete, either directly or indirectly (such as through an affiliate or other related party), with IFC in its business, including future related businesses, of providing cash advances to heirs, for a period of three years from the later of the date of this Broker Agreement or the payment date of the last referral fee to Broker under this Agreement. The provisions of this paragraph shall remain in full force and effect despite termination of this Agreement by either party.

7. **General Provisions.**

7.1 **Governing Law/Jurisdiction.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California; as such laws are applied to agreements between residents of California to be performed entirely within the State of California. Each party hereby consents to jurisdiction of and venue in the federal district court for the Northern District of California and in the courts of the State of California in San Francisco County, California.

7.2 **Entire Agreement/Modification.** This Agreement sets forth the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior written agreements, and all prior or contemporaneous oral agreements and understandings, express or implied. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

7.3 **Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and should any provision hereof be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby, unless to do so would materially frustrate the purposes of this agreement.

7.4 **Attorney's Fees.** Should any litigation be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation. This amount shall be determined by the court in such litigation or in a separate action brought for that purpose. In addition to any amount received as attorney's fees, the prevailing party also shall be entitled to receive from the party held to be liable, an amount equal to the attorney's fees and costs incurred in enforcing any judgment against such party. This Section is

severable from the other provisions of this Agreement and survives any judgment and is not deemed merged into any judgment.

7.5 Arbitration. At the request of either party, any dispute between the parties arising out of the transaction provided for in this Agreement, shall be submitted to final and binding arbitration in San Francisco County, California, under the Commercial Arbitration Rules of the American Arbitration Association. The Association shall be requested to provide a panel of prospective arbitrators consisting of persons experienced in business law matters. An arbitration award may be entered as a judgment in court. Should it be necessary for either party to commence a court proceeding to enforce this arbitration clause, the party doing so shall be entitled to payment of its court costs and reasonable attorneys fees in obtaining an order of the court for arbitration, entry of judgment on an arbitration or enforcement of any arbitration award.

7.6 Heirs and Assignees. This Agreement shall be binding on the heirs, assignees, designates, and successors in interest of all parties to the Agreement.

8. Termination. This Agreement may be terminated by either party at any time by written notice to the other party at the address indicated below. In the event of termination by IFC, this Agreement shall remain in effect in respect of any Client previously referred to IFC.

Signed:

Inheritance Funding Company, Inc.
275 Battery Street, Suite 200

San Francisco, CA 94111

By: _____

Title: _____

Date: ____/____/____

Broker:	
_____	_____
Sign Here	Date

Your Name	

Company Name	

Address	

City, State, Zip	

Tax ID Number or Social Security	
Number: _____	
Office Phone (____) _____	
Fax Number (____) _____	

Email Address (Required)	

ONCE YOU HAVE COMPLETED THIS BROKER AGREEMENT, PLEASE EMAIL IT ALONG WITH YOUR COMPLETED W9 FORM TO IFC@INHERITANCEFUNDING.COM. YOU MAY ALSO FAX BOTH FORMS TO (800)355-8602. ONCE YOU HAVE RETURNED THESE FORMS, YOU MAY BEGIN REFERRING LEADS TO IFC RIGHT AWAY.