

# ADP Master Broker Agreement

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between Alternative Debt Portfolios, L.P., a Delaware Limited Partnership (“ADP”), having its principal offices at 790 Ida Court Incline Village, NV 89451 and

\_\_\_\_\_ (“Broker”) having its principal offices at \_\_\_\_\_.

WHEREAS, ADP is in the business of purchasing consumer receivables (“Financing Programs”) from Dealers (hereinafter referred to as “Dealers”) of certain businesses; and

WHEREAS, Broker is in the business of locating companies that would benefit from ADP’s financing programs; and

WHEREAS, ADP desires to obtain the benefit of Broker’s expertise; and

WHEREAS, the most expedient and pragmatic means of compensating Broker for its services is for ADP to pay Broker a fee (“Broker Fee”).

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

## Definitions:

“Dealer” as used in this Agreement shall include individuals, companies or businesses that have been referred to ADP by Broker.

“Receivable” as used in this Agreement shall mean a consumer finance transaction or the bulk purchase of a portfolio of consumer financing accounts.

“Broker Fee” as used in this Agreement shall only pertain to Dealers that were referred to ADP by Broker.

## 1. BROKER SERVICES

Broker shall solicit Dealers, refer Dealers to ADP, and distribute all necessary ADP forms, supplies, and instructions covering administration of the ADP financing programs pursuant to the instructions and policies of ADP.

## 2. ADP

Any approval of Dealers for accounts receivable financing shall be at ADP’s sole discretion and shall be contingent upon the Dealer meeting ADP’s minimum financial standards, business and ethical practices, documentation, rates, terms and conditions, and other factors determined in the sole discretion of ADP, any of which may be modified from time to time without prior written notice.

## 3. PAYMENT OF BROKER FEES.

Broker fees will be paid monthly, within fifteen days after the end of each month. Broker fees shall be determined based on the terms of the potential purchase as disclosed on the “Notice of Client Solicited” addendum (see below) which will be used by ADP and Broker to determine the appropriate commission. Typically, commissions are based on the gross amount of principal listed on the books at purchase by ADP as an account receivable and excludes any unearned interest charges or other fees. Commissions previously paid for contracts which are charged back (those required to be repurchased or replaced by the Client under ADP’s recourse provisions) will be deducted from commissions due to Broker.

Each time Broker solicits a new client on behalf of ADP, a “Notice of Client Solicited” will be provided to ADP.

**4. INDEPENDENT CONTRACTOR.**

ADP and Broker shall be deemed independent contractors at all times. Nothing contained herein shall be construed to create a relationship of employer and employee, partner or joint venture between Broker and ADP. ADP and Broker are solely responsible for any and all taxes due in the course of their business.

**5. NON-AGENCY.**

Broker shall have no authority whatsoever to bind ADP; nor shall Broker have any authority to change, omit, add to, or waive or discharge any provisions of any program or contract administered or offered by ADP unless authorized to do so in writing. Broker shall not incur any debt or liability on behalf of ADP; nor shall it institute any proceedings in the name of ADP.

**6. INDEMNIFICATION AND HOLD HARMLESS.**

Broker shall indemnify, defend and hold harmless ADP and all officers, directors, employees, successors and assigns thereof, from all losses, liabilities, claims, causes of action, damages, costs, fines, expenses, deficiencies, taxes, fees and expenses of counsel and agents which may be sustained, suffered, or incurring by arising from or related to any a) breach of this Agreement by Broker or b) any unauthorized act or transaction by Broker or its appointees, employees, or agents. ADP shall indemnify, defend and hold harmless Broker and all officers, directors, employees, successors and assigns thereof, from all losses, liabilities, claims, causes of action, damages, costs, fines, expenses, deficiencies, taxes, fees and expenses of counsel and agents which may be sustained, suffered, or incurring by arising from or related to any a) breach of this Agreement by ADP or b) any unauthorized act or transaction by ADP or its appointees, employees, or agents.

**7. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement by giving the other party thirty days prior written notice as provided herein. Termination of this Agreement shall not affect the provisions set forth in Paragraphs 3, 6 and 8 herein. During the term of this Agreement and for a period of twelve (12) months from the voluntary or involuntary termination of this Agreement, ADP shall not, directly or indirectly, solicit business from any customer which Broker has caused to enter into a business relationship with ADP, except by and through Broker, as set forth in this Agreement.

**8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

The parties recognize and agree that they may acquire access to certain confidential and proprietary information of the other party, including but not limited to data, software, documentation, customer information, accounting data, statistical data, marketing plans, strategies, forecasts, customer lists, all of which are valuable, special and unique assets of each party. Each party therefore covenants and agrees, for the term of this Agreement and for a period of five (5) years thereafter, to keep all said information confidential and not to disclose all or any portion thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except when necessary in good faith to transact the business contemplated hereunder or when required by a governmental agency or by a court of law.

In the event of disclosure of such information as required by a governmental agency or pursuant to a subpoena or order by a court of law, a notification shall be given by the disclosing party to the other party within 10 business days of such disclosure so as to inform it of such disclosure.

The term “confidential and proprietary information” shall not mean any information that, at the time of disclosure, is in the public domain through no wrongful act of the disclosing party, and is rightfully obtained by or from any third party without any similar restriction and without breach or any obligation owed to the other party.

The parties also agree that, in addition to all the remedies otherwise available, including, but not limited to, recovery of damages and reasonable attorney fees incurred in the enforcement of these provisions, each party shall have the right and be entitled to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. Each party’s remedies for breach of this shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

The parties agree that, by reason of the circumstances and nature of this arrangement the restrictions and provisions set forth in this Agreement are reasonable and necessary for each other's protection; are not unreasonable; and are proper in view of the business referred herein. The confidentiality and non-competition provisions shall survive termination of this Agreement.

**9. AMENDMENT**

The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties. Broker acknowledges that ADP may amend or change Financing Programs at any time.

**10. ASSIGNMENT**

All the terms of this Agreement shall inure to the benefit of, shall be binding upon and be enforceable by the parties hereto and their heirs, personal representatives, successors and assigns. This Agreement may not be assigned by Broker whether by merger, acquisition, consolidation, operation of law, or otherwise without the prior written consent of an authorized executive officer of ADP. Any attempted assignment not in compliance with this section shall be null and void.

**11. NOTICE**

Whenever notice is required hereunder, the same shall be sent by U.S. Certified or Registered Mail, postage prepaid, return receipt requested or by confirming overnight delivery. If intended for Broker, such notice shall be sent to:

**Enter Broker's contact information below:**

Broker Name \_\_\_\_\_

Contact Person & Title \_\_\_\_\_

Social Security Number or Tax ID Number (i.e. EIN), for 1099 forms \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP code \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

And intended for ADP shall be sent to:

Eric Gangloff  
*Managing Director*  
Alternative Debt Portfolios, L.P.  
790 Ida Court  
Incline Village, Nevada 89451  
[egangloff@adpfund.com](mailto:egangloff@adpfund.com)  
775-831-2773

Any change of address shall be given in writing and, until the other party receives such change of address, any notice addressed to the previous designated place of business shall be deemed sufficient. Notice shall be deemed to have been received when actual delivery has been attempted or made to a party, regardless of whether said party accepts, rejects, or fails to claim said notice.

**12. FINAL INTEGRATION**

This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto covering any business submitted to ADP on or after the effective date hereof. This

Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.

**13. APPLICABLE LAW AND VENUE**

This Agreement shall be governed by and construed under the laws of the State of Nevada, County of Washoe without regard to choice of law principles. ADP and Broker, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional. ADP and Broker agree that the venue of any litigation arising out of any dispute concerning this Agreement shall be in the courts of Washoe County, Nevada.

**14. SEVERABILITY**

If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.

**15. CONSTRUCTION**

Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

**16. NON-WAIVER**

Any party's failure to enforce any provisions or to pursue any election of rights under this Agreement shall in no way be considered to be a waiver of such provisions or rights, and shall not be preclude such party from later enforcing or pursuing any provision or right contained in this Agreement.

**Alternative Debt Portfolios, L.P.**

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

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

**Broker**

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

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