



## BROKER REGISTRATION AGREEMENT

**THIS BROKER REGISTRATION AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, of 20\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ (the "Broker") with its address at \_\_\_\_\_ and Delta Capital Inc ("DCI") a Florida Corporation with its address at PO Box 69-5042, Miami FL 33269.

**WHEREAS**, the Broker desires to refer clients (individually and/or collectively, a "Referred Party" Or "Referred Parties") to the DCI for potential finance transactions ("Potential Transactions"); and

**WHEREAS**, DCI desires to evaluate the Referred Parties and the Potential Transactions; and

**WHEREAS**, DCI and the Broker desire to enter into this Agreement to govern the relationship between DCI and Broker with respect to the Referred Parties and the Potential Transactions.

**NOW, THEREFORE**, in consideration of the foregoing and of the covenants and conditions hereinafter set forth, the Broker and DCI hereby agree as follows.

**1. Broker Referral Fees.** DCI hereby agrees that the Broker shall receive compensation ("Referral Fees") for every completed finance transaction (each, a "Completed Transaction") Between DCI and the Referred Parties. In the event DCI is unable or unwilling to complete a Potential Transaction, DCI may, with the consent of the Broker, make a further Referral (a "Lender Referral") to a different financing source (an "Alternative Lender"). The Broker shall receive the Referral Fees for every Lender Referral that results in a Completed Transaction. A Transaction shall be considered a Completed Transaction upon the transfer of funds by Lender, an Affiliate of Lender, or an Alternative Lender, to DCI, as evidenced by an executed HUD-1 Settlement Statement.

It is understood and agreed that upon DCI completing a full funding of a loan to borrower, DCI hereby agrees to pay the Broker an amount equal to \_\_\_\_Fifty\_\_\_\_ percent (\_\_\_50\_\_\_ %) of the Final origination fees to DCI. This Referral Fee will be paid to the Broker at the address set forth above, by DCI within thirty (30) days of loan closing and complete funding.

**2. Referral Fee Agreement.** DCI and the Broker agree to enter into a Mortgage Broker Referral Fee Agreement and Disclosure for each Referred Party introduced to DCI by the Broker and to govern the Amount of Referral Fees to be paid to the Broker for each Completed Transaction with such Referred Party.

**3. Broker Protection.** DCI agrees that the Broker shall be entitled to the Referral Fees for any and All Completed Transactions between the Referred Parties and DCI, an affiliate of Lender, or An Alternative Lender. DCI expressly acknowledges and agrees that the Referral Fees will be due To the Broker regardless of whether any of the Referred Parties contact the Lender directly regarding Any Potential Transactions. For purposes of this Agreement, the term "Referred Parties" shall not Include any source, broker, borrower, investor, or other contact that was already known by DCI or its Representatives (as hereinafter defined), at the time of disclosure by the Broker to the DCI.

**4. Underwriting of Potential Transactions with Referred Party.** By executing this Agreement, the Broker agrees to transfer and surrender to DCI all right and interest in the Potential Transactions with the Referred Parties, including without limitation, Broker's right to cancel a Potential Transaction. Broker agrees that the Referral Fees shall be the only fees Broker shall collect, whether from the Referred Parties or otherwise, in connection with the Potential Transactions. Without limiting the generality of the foregoing, and with the exception of the Referral Fees, the Broker agrees to forfeit any application, processing, origination, or appraisal fees received in Connection with the Potential Transactions. DCI, Lender, and its affiliates, shall have the sole and Exclusive right to direct communications with the Referred Parties, and, with the exception of the Referral Fees, to determine structuring, pricing, processing, underwriting, and closing of the Potential Transactions.

**5. Broker Representations and Warranties.** Broker hereby makes the following representations and Warranties to DCI and acknowledges that this Section 5 is a specific and material aspect of This Agreement and that DCI would not be proceeding with the Broker if the representations And warranties contained in this Section 5 were not a part of this Agreement:

- (i) Broker has obtained all licenses, if any, required to carry on the Potential Transactions;
- (ii) Broker has not, and will not, omit or misrepresent any of the information pertaining to the Referred Parties or any collateral that may secure a Potential Transaction;
- (iii) There are no undisclosed third parties entitled to the payment of any fee in connection with the Potential Transactions; and
- (iv) All documents submitted to DCI by the Broker are valid and genuine in every respect.

**6. Forfeiture of Referral Fees.** Broker agrees that, should there be a breach of any of the Representations or warranties in Section 5; Broker shall be considered as having forfeited any right The Broker may have to receive the Referral Fees for any Potential Transaction with the Referred Party. Notwithstanding the foregoing, DCI reserves the right to continue to process the Potential Transactions irrespective of the Broker's breach.

**7. No Agency.** The Broker and DCI acknowledge and agree that neither is the partner, agent, Employee or representative of the other, nor shall anything in this Agreement be construed or Deemed to create a partnership, joint venture, agency, or employment relationship between Broker And DCI. Broker shall have no authority to sign any documents on behalf of DCI, or to bind or obligate DCI in any manner whatsoever. The Broker acknowledges and agrees that it will communicate to the Referred Party that the Broker is not an agent of DCI and that Acceptance and approval of the Potential Transactions shall be made in the sole discretion of the DCI.

**8. Indemnification.** Broker shall indemnify, defend, and hold DCI, its members, agents, Employees, affiliates, successors, and assigns harmless with respect to any and all losses, damages, Causes of action, liability, lawsuits, costs, and expenses, including attorneys' fees, incurred by DCI arising out of, or in connection with: (i) any breach by Broker of the representations and warranties contained in Section 5; (ii) Broker's obligation to perform any and all duties required of The Broker pursuant to this Agreement; (iii) any claims or suits against DCI arising out of, or Made in connection with, Broker's act, omission, or fraudulent conduct; (iv) any claim by a third Party that has not been disclosed by the Broker to DCI, claiming a right to be paid a fee in Connection with the Potential Transaction.

**9. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in Accordance with, the internal substantive laws of the state of Florida. Broker and DCI agree that the execution and delivery of this Agreement, as well as the performance of any obligations required hereunder, shall constitute the transaction of business in the state of the Florida. Broker and DCI acknowledge that, by virtue of transacting business in the state of Florida, Both the Broker and DCI shall be subject to the personal jurisdiction of the courts of the state Of Florida in any action or proceeding arising out of this Agreement.

**10. Jury Trial Waiver.** BROKER AND LENDER AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY THE BROKER OR DCI ON OR WITH RESPECT TO THIS AGREEMENT OR ANY POTENTIAL TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. BROKER AND DCI HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, THE BROKER AND DCI WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BROKER AND DCI ACKNOWLEDGE AND AGREE THAT THIS SECTION 10 IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT DCI WOULD NOT PROCESS THE POTENTIAL TRANSACTIONS IF THE WAIVERS SET FORTH IN THIS SECTION 10 WERE NOT A PART OF THIS AGREEMENT.

**11. Termination.** This Agreement may be terminated without cause by DCI or Broker upon Written notice to the other party. Such termination shall not, in any respect, change or modify the Obligations of the parties with respect to Sections 1, 3, and 12, or the representations and warranties Contained in Section 5, which Sections shall survive the termination of this Agreement.

**12. Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" shall Mean all information, oral and written, and all materials (in any medium), including trade secrets, Disclosed or delivered by one party (in such capacity the "Disclosing Party") or its representatives to The other party (in such capacity, the "Receiving Party") whether or not marked as confidential and Whether provided on or after the date hereof; provided that Confidential Information of a Disclosing Party does not include information that: (a) through no breach of this Agreement is or

Becomes publicly available, (b) is or was lawfully obtained by Receiving Party or its Representatives (As hereinafter defined) from a third party without, to Receiving Party's knowledge, breach of any Agreement between the third party and the Disclosing Party, (c) was already known by the Receiving Party or its Representatives at the time of disclosure by Disclosing Party or (d) was independently Developed by the Receiving Party or its Representatives without reference to the Disclosing Party's Confidential Information. During the term of this Agreement, the Receiving Party agrees to keep in Confidence and prevent the disclosure to third parties all Confidential Information of the Disclosing Party which is received from the Disclosing Party under this Agreement, and not to use or duplicate any such Confidential Information except to the extent required to evaluate the Potential Transaction, unless expressly otherwise agreed to by the Disclosing Party herein or in a separate Writing. The Receiving Party agrees to use Confidential Information of the Disclosing Party only in Connection with the evaluation of the Potential Transaction and specifically agrees not to use such Confidential Information in Receiving Party's own business or operations or to gain a competitive Advantage in the market. Except as otherwise permitted herein, neither party shall disclose to any Person or entity any information relating to the Potential Transaction. Each party acknowledges and agrees that neither party has any obligation to enter into an agreement related to the Potential Transaction by virtue of this Agreement or otherwise unless a definitive legal document related to The Potential Transaction subsequently is executed by the parties.

**13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Document. This Agreement may be executed by facsimile or other electronic signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an Original, and all of which together shall constitute one and the same document. This Agreement May be executed by facsimile or other electronic signatures.

**14. Headings.** The descriptive headings of the several sections of this Agreement are inserted for Convenience only and shall not be deemed to affect the meaning or construction of any of the Provisions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Broker:**

**Delta Capital Inc.:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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