



INDEPENDENT REPRESENTATIVE MARKETING AGREEMENT

THIS AGREEMENT made this _____, of _____,

between Riviera Finance ("Riviera") and _____

_____ ("Representative").

TERM: This agreement will become effective on the date stated above. 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: Representative agrees to solicit new prospective commercial clients for Riviera, to provide to Riviera completed document packages for Riviera's evaluation and possible acceptance in accordance with Riviera's instructions to Representative. Representative is responsible for gathering all pertinent and requisite documentation in order to prepare any prospective client's accounts for Riviera's evaluation and potential funding. Representative will determine what amount of time to be devoted to the performance of the above-described services. Representative will not use the name Riviera Finance for advertising purposes without express written consent from Riviera.

COMPENSATION: In consideration for the services to be performed by Representative, Riviera agrees to pay ten percent (10%) of all net fees generated from any account provided by Representative to Riviera and funded by Riviera. For those accounts that the Representative only provides contact information and nothing else (i.e., name, address and phone number), Riviera will only pay five percent (5%) of all net fees generated. This commission will be paid by Riviera to Representative for the life of said account.

INTERNET LEADS: Many Representatives have web sites and the ability to allow prospects to apply on line for our services. In the case where more than one Representative receives the same application and submits this application to Riviera, that application arriving first will be the Representative that will be paid on this transaction should funding occur. The computertime stamp on the e-mail generated by Riviera's e-mail system will be the deciding factor.

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

MARKETING:

Riviera Finance may provide Representative with marketing materials. Any use of Riviera marketing materials must be pre-approved and not altered whatsoever. This includes use of Riviera Finance material and/or information on Internet Web Sites.

INDEMNITY:

Riviera and Representative each agree to indemnify and hold the other party harmless of any causes of action which may rise due to their gross negligence.

Executed at _____ on the date first written above.

INDEPENDENT REPRESENTATIVE

Company Name (print or type)

BY: _____
Signature

Representative's Name

Phone Number

SSN# o Federal ID # _____

RIVIERA FINANCE

Business Development Manager

Manager, Brokers and Affiliates

*This contract is null and void if not signed
by the Manager, Brokers and Affiliates*



INDEPENDENT REPRESENTATIVE APPLICATION

Company Name: _____ Established: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Tel.: _____ Fax: _____

Federal Tax ID #: _____

Representative SSN #: _____

Description of Primary Business: _____

Products/Services Offered (check all pertaining)

_____ Factoring _____ Asset-Based Lending _____ Equip. Leasing

_____ Bank Loans _____ Investment Banking _____ Venture Capital

Other Commercial Finance (describe):

_____ Mortgages _____ Consumer Finance _____ SBA Packaging

_____ Consulting (describe): _____

_____ Professional (describe): _____

_____ Other (describe): _____

Percent 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 Representative. 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: _____