

REFERRAL AGREEMENT

This Referral Agreement ("Agreement") is made and entered into by and between PRM Capital, LLC ("PRM CAPITAL") and Referral Agent Name ("Referral Agent").

- **1. Purpose** PRM CAPITAL is in the business of making commercial loans and welcomes the opportunity to work with Referral Agent Name in reviewing loan opportunities.
- **2. Referral Submission** This Agreement, along with the Referral Source Application submitted by Referral Agent and incorporated herein by reference, shall bind the parties and govern the terms and conditions of all referral submissions, referral fees, and/or loans closed by PRM CAPITAL. Referral Agent agrees that neither this Agreement, the Referral Source Application, nor any actions taken thereunder shall create an employment relationship or joint venture with or between Referral Agent and PRM CAPITAL.
- **3. Loan Analysis and Conditional Commitment** PRM CAPITAL will independently analyze the loan application submitted by Applicant, and if deemed adequate, issue a Conditional Commitment Letter and work towards the closing of the loan ("Loan").
- **4. Referral Fee** Upon closing and full funding of the Loan, PRM CAPITAL will pay Referral Agent a referral fee equal to 10% of the funded commission no later than thirty (30) days after closing and full funding.
- **5. Termination** PRM CAPITAL reserves the right to terminate this Agreement upon thirty (30) days written notice to Referral Agent. PRM CAPITAL agrees and acknowledges that, irrespective of a notice of termination, it shall be responsible for the referral fee to Referral Agent for any active loan referred by Referral Agent.
- **6. Indemnification** Referral Agent shall hold PRM CAPITAL harmless from all actions brought by third parties resulting from the acts or omissions of Referral Agent, its employees, officers, directors, agents, representatives, and contractors. Referral Agent shall defend PRM CAPITAL in any such action and will indemnify PRM CAPITAL for all legal and other expenses incurred in defending PRM CAPITAL against charges or allegations.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

PRM Capital, LLC

By: _______
Name: ______
Title: ______
Date: ______

Referral Agent:

By: _______
Name: Date: _______