

# Commission Advance

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## **AGREEMENT TO ARBITRATE DISPUTES**

By signing below and to induce us to process and consider your application for an advanced commission, you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for an advanced commission, the Assignment of Real Estate Commission and Personal Certification Agreement that you must sign to obtain the advanced commission, this agreement to arbitrate disputes, collection of the advanced commission, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, shall be resolved by binding individual (and not class arbitration by and under the Code of Procedure of the National Arbitration Forum (“NAF”) in effect at the time the claim is filed. This agreement to arbitrate disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at the NAF office, on the World Wide Web at, [www.arb-forum.com](http://www.arb-forum.com), or at National Arbitration Forum, P.O. Box 50191 Minneapolis, Minnesota 55405. If you are unable to pay the costs of arbitration, your arbitration fees will be waived by the NAF. Any arbitration hearing, if one is held, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9. U.S.C Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate Disputes is an independent agreement and shall survive the closing and repayment of the advanced commission for which you are applying.

**NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

### **AGREEMENT NOT TO BRING, OR PARTICIPATE IN CLASS ACTIONS.**

To the extent permitted by law, by signing below you agree that you will not bring, join or participate in any class action as to any claim dispute or controversy you may have against us, one of our agents, servicers, directors, officers or employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suites is an independent agreement and shall survive the closing and repayment of the advanced commission for which you are applying.

I acknowledge that I have read and understand this Agreement to Arbitrate Disputes form and I have received a copy of it.

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Signature

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Date