MASTER FACTORING RECOURSE GUARANTEE AGREEMENT

Date: [Insert Date]

BETWEEN:

The Factor: [Insert Name of Factoring Company], located at [Insert Address].

The Client: [Insert Name of Seller/Client], located at [Insert Address].

The Guarantor: [Insert Name of Guarantor], located at [Insert Address].

1. RECOURSE OBLIGATION

The Client has entered into a Factoring Agreement with the Factor. The Guarantor hereby irrevocably and unconditionally guarantees the full and prompt payment to the Factor of all accounts receivable purchased by the Factor that remain unpaid by the Customer (Debtor) for any reason, including but not limited to financial inability, insolvency, or dispute.

2. SCOPE OF GUARANTEE

This is a guarantee of payment and not merely of collection. If the Customer fails to pay any invoice within [Insert Number] days of the due date, the Factor shall have the right to demand immediate payment (Recourse) from the Client and/or the Guarantor for the full face value of the unpaid invoice plus any applicable fees and interest.

3. REPURCHASE REQUIREMENT

Upon notice from the Factor, the Client or Guarantor agrees to repurchase any "Disputed Account" or "Past Due Account" at a price equal to the unpaid balance of such account. Payment shall be made to the Factor within [Insert Number] business days of the demand.

4. CONTINUING GUARANTEE

This Agreement shall be a continuing guarantee and shall remain in full force and effect until all obligations under the Factoring Agreement have been satisfied in full and the Factoring Agreement has been terminated.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [Insert State/Country].

SIGNATURES:

For the Factor:
Signature: ______________________________
Name/Title: ____________________________

For the Client:
Signature: ______________________________
Name/Title: ____________________________

For the Guarantor:
Signature: ______________________________
Name/Title: ____________________________