

Factoring and Finance Master Broker Agreement

This Master Broker Agreement ("Agreement") is made and entered into this ___ day of _____ by Capital Funding Solutions, Inc., (hereinafter referred to as "CFS"), a South Carolina corporation, with its principal offices located at 330 North Andrews Avenue, Suite 101, Ft. Lauderdale, FL 33301 and _____, with its principal offices located at _____ (hereinafter referred to as "Broker").

Recitals

WHEREAS both parties have the legal capacity to enter into this Agreement; and

WHEREAS CFS is in the business of providing Purchase Order Funding ("PO Funding") and purchasing Accounts Receivable ("Factoring") from its clients; and

WHEREAS CFS desires to obtain qualified clients doing business with creditworthy customers,

WHEREAS Broker desires to establish a relationship with CFS to provide qualified clients to CFS and thereby realize commission income; and

Agreement

NOW, THEREFORE, CFS and Broker Agree as follows:

1. The above recitals are true and correct and form an integral part of this Agreement.
2. Broker's Responsibilities: The responsibilities of Broker are as follows:
 - 2.1. Broker agrees to solicit new prospective commercial clients for CFS, and to provide completed initial document packages (Factoring and/or PO Funding Application) for CFS evaluation and possible acceptance in accordance with CFS instructions to Broker and the terms and provisions of this Agreement.
 - 2.2. Maintain an awareness of current practices, laws, regulations, rates, commission structures, etc. of the factoring industry so as to be knowledgeable and professional in its dealings with Clients and prospective Clients of CFS and not knowingly enter into any transaction or recommend any transaction to CFS that is in violation of law.
 - 2.3. Broker will not enter any agreement with any third party that binds CFS in any way whatsoever without the prior written consent of CFS.
 - 2.4. Broker will keep in full force and effect all licenses and authorizations, if any, that may be required of Broker.
 - 2.5. Broker will indemnify CFS against any losses as a result of negligence or willful conduct of Broker, including misrepresentations or fraud.
 - 2.6. Upon written request from CFS, Broker will assist CFS in obtaining all information and documentation required by CFS to execute a Factoring And Security Agreement or a PO Funding Agreement with prospective Client.
 - 2.7. Broker is an Independent Contractor and shall be responsible for their own costs and expenses associated with their activities.
3. Responsibilities of CFS:
 - 3.1. CFS will respond professionally and quickly to all requests for funding and information provided by Broker.
 - 3.2. CFS will conduct due diligence in order to determine the acceptability and qualifications of Clients submitted by Broker.
 - 3.3. CFS, after completion of preliminary due diligence, will advise Broker of its continued interest in possibly factoring the accounts receivable and/or funding the Purchase Orders of the prospective client.

- 3.4. CFS, at its sole discretion, shall determine which prospective clients are offered a formal contract along with the terms and conditions contained therein.
4. Compensation: CFS will pay to Broker referral fees for any and all referred prospects who ultimately utilize CFS Receivable Financing or PO Funding products. The following commission methodology will apply:
- 4.1. Construction Factoring: CFS will remit to Broker a commission equaling 10% of net factoring fees (Initial and Periodic Fees) retained by CFS as earned fees throughout its relationship with any client engaged in Construction or Construction related activities referred by Broker.
 - 4.2. Non-Construction Factoring: CFS will remit to Broker a commission equaling 12% of the net fees (Initial and Periodic) retained by CFS as earned fees throughout its relationship with any client engaged in Non-Construction related activities referred by Broker.
 - 4.3. PO Funding: CFS will remit to Broker a commission of 10% of the net fees (Discount rate and Late fees) retained by CFS as earned fees throughout its relationship with any party referred by Broker.
 - 4.3.1. Broker and CFS acknowledge that PO Funding carries greater risk and potentially larger fees and therefore the corresponding commissions associated with each PO Funding client demands greater cost, risk, time and effort on the part of CFS and Broker.
 - 4.3.2. CFS and Broker agree that any commission in excess of 10% shall be negotiated, agreed upon and communicated in writing prior to the initial funding by CFS.
 - 4.4. Commission shall not be deemed earned by Broker until CFS's fees are actually received from the referred Client.
 - 4.5. CFS will provide to Broker a monthly accounting and fee check within 10 days of the conclusion of each month. Such payment will include Brokers commission for each CFS/Client transaction successfully concluded during the preceding month.
 - 4.6. Should CFS never be repaid by Client or its customer; or for some other reason CFS never receive its fee(s), then no commission shall be owed by CFS to Broker for that specific transaction.
5. Independent Contractor Status: It is expressly acknowledged by the parties that Broker is an "Independent Contractor" and nothing contained in this Agreement is intended or shall be construed (i) to create a partnership or joint venture between the parties, or any affiliate, employee, officer, agent or associate of any of the parties, (ii) to cause either party, or any affiliate, employee, agent or associate of either party to be responsible in any way for the debts, liabilities or obligations of the other party or (iii) to constitute an employer-employee relationship between the parties. Broker shall be responsible for the payment of all taxes related to the commissions.
6. Non-Exclusive: The appointment of Broker hereunder is Non-exclusive and CFS shall be free to enter into similar Agreements with other persons at CFS's discretion.
7. Choice of Law: The validity of this Agreement, its construction, Interpretation and enforcement, and the rights of the parties hereunder shall be determined under, governed by, and construed in accordance with the laws of the State of Florida.
8. WAIVER OF JURY TRIAL: SELLER AND PURCHASER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.
9. Venue: The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the State and Federal courts located in Broward County, Florida. Broker hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, that any such proceeding is brought in any inconvenient forum or that the venue thereof is improper.

10. Term and Termination: The term of the Agreement shall be for One (1) year and shall automatically renew unless terminated by either party. Either party may terminate this Agreement at any time without cause upon thirty-day written notice to the other party.

Notwithstanding termination, all commissions due both past and present on closed transactions with Client shall be paid pursuant to the terms of this Agreement.

Capital Funding Solutions, Inc.

BROKER

By: Greg Curley
Title: President
Date: _____

By: _____
Title: _____
Date: _____