

MASTER CO-BROKER AGREEMENT

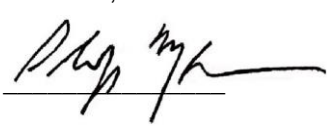
FACTOR FINDERS, LLC



This **MASTER CO-BROKER AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 20__ by and between **FACTOR FINDERS, LLC**, (Ohio), whose business address is 25101 Chagrin Blvd, Suite 250, Cleveland, OH 44122 ("Broker"), and, _____ whose business address is _____, _____ ("Co-Broker").

1. **TERM:** This Agreement will become effective on the date stated above and will continue in effect until terminated as provided hereinafter.
2. **SERVICES:** Co-Broker agrees to solicit new prospective commercial clients for Broker, and to provide completed initial document packages for Broker's evaluation and possible acceptance in accordance with Broker's instructions to Co-Broker and the terms and provisions of this Agreement
3. **PERFORMANCE:** The method (so long as same is commercially reasonable and ethical), details, and means of performing the services referenced in Section 2 above, shall be exclusively and solely determined by Co-Broker. Co-Broker may, at its expense, employ those assistants and outside contractors, as Co-Broker deems necessary to perform the services referenced in Section 2. Except for those requirements outlined in Section 6 hereof, Broker will respect Co-Broker's autonomy and will not attempt to control, direct, or supervise Co-Broker's (or its agents) activities in any manner.
4. **RELATIONSHIP:** The parties agree that the relationship of Co-Broker to Broker shall be that of an independent contractor. All parties recognize that this Agreement is non-exclusive and in keeping with an arm's length relationship, Co-Broker shall have no authority to bind Broker in any manner whatsoever, without Broker's prior written consent to such specific commitment. Co-Broker, its employees, Co-Broker's agents, and their employees shall not be considered employees of Broker for any purpose.
5. **COMPENSATION:** Broker will pay to Co-Broker referral fees for any and all referred prospects that Broker had not previously independently contacted who ultimately receive funding from any Funding source ("Funder") referred by Broker. The following commission methodology will apply:
 - a. Except as provided in Paragraph b., below, Broker will remit to Co-Broker a commission equaling 50% of the net commission received by Broker as earned fees throughout its relationship with any party referred by Co-Broker ("Client")
 - b. Notwithstanding the provisions of Paragraph a., above, in the event that the transaction referred by Co-Broker involves financing other than traditional factoring or purchase order financing, as determined by Broker in its discretion, the commission payable to Co-Broker as a result of the funding of such transaction by a Funder shall be reduced to 30% of the net commission earned by Broker from such transaction.
 - c. Such commission shall not be earned by Co-Broker until Broker's fees are actually received from the Funder.
 - d. Broker will provide Co-Broker a monthly accounting and payment within 5 days after payment is received from Funder.
 - e. If Broker is never paid by Funder, or for some other reason Broker never received its fee(s), then no commission shall be owed by Broker to Co-Broker for that specific transaction.
- f. Unless this Agreement is otherwise earlier terminated, all compensation is to be paid by Broker to Co-Broker for the term of said Client account.
6. **CO-BROKER'S OBLIGATIONS:** Without interference from Broker, Co-Broker will solely determine what amount of time Co-Broker devotes to the performance of the above described services. Co-Broker represents and warrants that:
 - a. Co-Broker shall conduct its business, as it related to the services defined herein in a commercially reasonable, legal and ethical manner. Every effort will be made by Co-Broker to ensure that the Client is aware of the economic substance of those transactions contemplated herein, and that Co-Broker's affairs with Client have been conducted in a professional manner.
 - b. Co-Broker agrees that should Broker incur any expense relating to actual damages or its defense from same as a result of a breach of any Co-Broker's representations or warranties, then Broker may invoke a right of offset against future Co-Broker commissions until such deficit has been repaid.
 - c. Co-Broker will treat all correspondence from Broker as confidential, and will only disclose the same to third parties after receiving written permission from Broker.
7. **TERMINATION:** Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party; however, Broker's obligation to pay Co-Broker as indicated in Section 5 above shall continue. Any such termination shall have no effect upon those commitments made by the signatories hereto.
8. **ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Co-Broker to Broker, contains all of the agreements between the parties with respect to rendering of such service. Both parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any party or anyone acting on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.
9. **VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Ohio (notwithstanding conflict of law rules) and venue shall be proper only in County of Cuyahoga, Ohio

**EXECUTED THE DAY AND YEAR FIRST ABOVE
WRITTEN IN THE CITY OF CLEVELAND, STATE OF
OHIO.**

CO-BROKER	FACTOR FINDERS, LLC
Name _____	PHILIP M. COHEN , President
Tax Identification Number _____	Signature 
Signature _____	