

BROKER AGREEMENT

This Broker Agreement is made and entered into this ____ day of _____, 20__, by and between Powers Funding Group whose business address is 16 W Main Street 7th Floor Rochester, NY 14614 ("Factor") and _____, whose business address is _____ ("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. Broker agrees to solicit new prospective commercial clients for Factor, to provide Factor with completed application documents for Factor's evaluation and possible acceptance, in accordance with Factor's instructions to Broker and the terms and provisions of this Agreement.
3. Performance. Broker will solely determine the method, details and means of performing the above-described services including, at its expense, the employment and assistants as Broker deems necessary to perform the services and Factor will not control, direct or supervise Broker's assistants or employees in any manner.
4. Relationship. The relationship of Broker to Factor shall be that of independent contractor and Broker shall have no authority to bind Factor in any manner whatsoever without Factor's express and specific written authorization. Broker shall not be considered an employee of Factor for any purpose.
5. Compensation. In consideration of services to be performed by Broker, Factor agrees to pay to Broker ten percent (10%) of the income generated by invoices purchased by Factor from accounts provided, submitted or introduced by Broker to Factor. All compensation is to be paid by Factor to Broker. Powers Funding Group has the right to withhold compensation should a problem arise with any account on going with broker.
6. Broker's Obligations.
 - a) Extent of Services. Broker will determine what amount of time Broker devotes to the performance of the above-described services.
 - b) Workers' Compensation. Broker agrees to provide workers' compensation insurance for Broker's employees and agents, if required, and Broker agrees to hold harmless and indemnify Factor from any and all claims arising out of an injury, disability or death of any of Broker's employees and agents.
 - c) Liability Insurance. If required by the laws of the state in which the Broker is located, Broker agrees to maintain a policy of insurance to cover any negligent acts committed by Broker or by Broker's employees or agents during the performance of any duties under this Agreement. Broker further agrees to hold Factor free and harmless from any and all claims arising from any such negligent act or omission.
 - d) Liability. Broker shall indemnify Factor upon demand for any and all liability or loss threatened against or incurred by Factor arising from the relationship established by this Agreement.
7. Termination. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at anytime by giving thirty (30) days written notice to the other party; however, Factor's obligation to pay Broker as indicated above in Section 5 shall continue for the life of said accounts purchased by Powers Funding Group.
8. Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the rendering of services by Broker to Factor and contains all of the agreements between the parties with respect to the rendering of such service. Both parties agree that no representations, inducements, promises or agreements, either written or oral, 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 New York (not withstanding conflict of laws rules) and venue shall only be proper in the State courts located in Monroe County, New York.

Executed the day and year first written above and written at the City of Rochester, State of New York.

BROKER:

Name: _____

Signed: _____

Print Name: _____

Title: _____

FACTOR:

Powers Funding Group

Signed:

Mark Burgholzer

President