



Master Broker Agreement

This Master Broker Agreement ("Agreement") is made and entered into this ____ day of _____, 201__ by and between The Hamilton Group, (Delaware), Inc. whose business address is 5108 Velasko Road, S-2005, Syracuse, New York 13215 ("Factor"), and _____, whose address for the conduct of business is _____ ("Broker"). The Broker is a legal entity whose Federal Tax Identification Number is _____.

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, and to provide completed initial document packages 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: The method (so long as same is legal, commercially reasonable and ethical), details, and means of performing the services referenced in Section 2 above, shall be exclusively and solely determined by Broker. Broker may at its expense, employ such assistants and outside contractors as Broker deems necessary to perform the services referenced in Section 2. Except for those requirements outlined in Section 6 hereof, Factor will respect Broker's autonomy and will not attempt to control, direct, or supervise Broker's (or its agents) activities in any manner.

4. Relationship: The parties agree that the relationship of Broker to Factor 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. Without Factor's prior written consent, Broker shall have no authority to bind Factor in any manner whatsoever. Broker, its employees, Broker's agents, and their employees shall not be considered employees of Factor in any way, or for any purpose.

5. Compensation: Factor will pay to Broker referral fees for any and all referred prospects who utilize Factor's services within 90 days of submittal of prospect's application to Factor. The following commission methodology will apply:

- Unless so modified on the attached Schedule A, Factor will remit to Broker a commission up to 15% of the gross charges retained by Factor as earned fees throughout its relationship with any party referred by Broker ("Client").
- Such commission shall not be deemed earned by Broker until Factor's fees are actually received from the referred Client.
- Factor will provide to Broker a monthly accounting and fee check within 10 days of the conclusion of each month. Such payment will include Broker's commission for each Factor/Client transaction successfully concluded during the preceding month.
- Should Factor never be repaid by Client or its customer; or for some other reason Factor never receive its fee(s), then no commission shall be owed by Factor to Broker for that specific transaction.
- Should Factor be forced to declare an Event of Default, as such is defined in Factor's agreement(s) with Client, then (in recognition of Factor's increased costs of collection and monitoring) until all condition(s) causing the declaration of default are cured, Broker shall irreversibly forfeit any right to commission(s) earned during the period that the conditions of default were existent and/or uncured.
- Unless this Agreement is otherwise earlier terminated, all compensation is to be paid by Factor to Broker for the life of said Client account.

6. Broker's Obligations: Without interference from Factor, Broker will solely determine what amount of time Broker devotes to the performance of the above described services. Broker represents and warrants that:

- Broker shall conduct its business, as it relates to the services defined herein, in a commercially reasonable, legal and ethical manner. Every effort will be made by Broker to ensure that the Client is aware of the economic substance of those transactions contemplated herein, and that Broker's affairs with Client have been conducted in a professional manner.
- Broker agrees to provide worker's compensation insurance for Broker, Broker's employees and agents (if required by applicable law), and Broker agrees to hold harmless and indemnify Factor from any and all claims arising out of any injury, disability, or death of Broker, Broker's employees and agents.
- If required by the laws of the state in which Broker is located and/or conducting business, Broker agrees to maintain a policy of insurance to cover any negligent acts committed by Broker, or 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.
- Broker agrees that should Factor incur any expense relating to actual damages or its defense from same as a result of a breach of any of Broker's representations or warranties, then Factor may invoke a right of offset against future Broker commissions until such deficit has been repaid.
- Broker will treat all correspondence from Factor including Factor's contractual documentation with Client(s) as confidential, and will only disclose same to third parties after receiving written permission from Factor.

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, Factor's obligation to pay broker as indicated in Section 5 above shall continue. Any such termination shall have no effect upon those commitments made by the signatories hereto evidenced by this Agreement or previously executed Schedules.

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 Broker to Factor, contains all of the agreements between the parties with respect to the rendering of such service, and governs any Schedules subsequently entered into between Factor and Broker. 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. Should there be a conflict between the terms and conditions expressed herein and any Schedule(s) relating to this Agreement, then the terms and conditions detailed in the relevant Schedule will prevail.

9. Schedules: Broker and Factor will execute Schedules (governed by this Agreement) to evidence their agreement on specific Clients referred by Broker to Factor. Such Schedules will appear substantially similar to Schedule A attached hereto. Such Schedules will memorialize the terms of commission, account exclusivity, etc. The Schedule(s) will serve as Broker's proof (or receipt) of Factor's obligation to commission Broker as defined in this Agreement for specifically referred Clients. Broker agrees that to perfect its interest in a commission stream for a referred Client, it must possess a validly executed Schedule from Factor.

9. Venue: This Agreement shall be governed and construed in accordance with the laws of the State of New York (notwithstanding conflict of law rules) and venue shall be proper only in County of Onondaga, New York.

Executed the day and year first above written in the town of Syracuse, State of New York.

Broker:

Factor: The Hamilton Group, (Delaware), Inc.

By: _____

By: _____

Name: _____

Name: _____

Schedule A

This Schedule #_____ is made as of the date noted below by and between **The Hamilton Group, (Delaware), Inc.** ("Factor") and _____ ("Broker"). The terms and conditions of the Master Broker Agreement ("Agreement") dated _____ are incorporated in this Schedule by reference. Capitalized terms used herein shall have the meanings attributed to them in this Schedule or in the Agreement incorporated herein. This Schedule constitutes a separate agreement between Factor and Broker (subject to the terms detailed in the Agreement) identifying the potential referral of a Client, and evidences the rights and obligations of the relevant signatories below.

Regarding:

("Client")

Commission Percentage: ____%

Factor recognizes and concurs that Broker has successfully carried out its Services as defined in Section 2 of the Agreement with respect to this specific Client. Factor agrees that so long as Client successfully initiates a factoring relationship with Factor, and unless modified below, that Factor will commission Broker as defined in Section 5 of the Agreement for any fees generated by factored transactions subsequently entered into between Client and Factor.

Broker affirms that its representations and warranties as described in Section 6 of the Agreement are true and correct, and no breach of same has occurred since the execution of the Agreement.

Modifications:

IN WITNESS WHEREOF the parties have executed this Schedule A.

Factor:

Broker:

The Hamilton Group, (Delaware), Inc.

By: _____

By: _____

Date: _____

Date: _____