

ASSOCIATE BROKER AGREEMENT

THIS AGREEMENT, together with all exhibits and documents attached hereto and made a part hereof dated this ## day of MONTH, YEAR, between **UNITED CAPITAL FUNDING GROUP, LLC** ("United Capital"), a Louisiana corporation, with its principal offices located at 146 2nd Street North, Suite 200, St. Petersburg, Florida 33701 and **NAME** with its principal offices located at **ADDRESS** (Associate Broker).

WITNESSETH

WHEREAS both parties have the legal capacity to enter into this Agreement; and
WHEREAS United Capital is in the business of purchasing qualified receivables from its clients; and
WHEREAS United Capital desires to obtain clients doing business with creditworthy customers,
WHEREAS Associate Broker desires to establish a relationship with United Capital to provide qualified clients to United Capital and thereby realize a commission income; and

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

- I. Recitals. The above recitals are true and correct and form an integral part of this Agreement.
- II. Associate Broker's Responsibilities. The responsibilities of an Associate Broker would be as follows:
 1. Identify qualified Clients who would be prospects for factoring by United Capital.
 2. Contact prospects and inform them of the availability of working capital for their businesses.
 3. Persuade prospects that their businesses would be best served by working with United Capital.
 4. Speak from experience about the benefits of dealing with United Capital.
 5. Coordinate with Mark S. Mandula, National Sales Manager, United Capital to screen inquiries and applications from interested firms in accordance with the criteria established by United Capital.
 6. Coordinate Associate Broker's activities with Mark S. Mandula which shall act as a liaison between United Capital and prospective clients in order to maintain a satisfactory relationship for both the client and United Capital.
 7. Associate Broker shall use his/her best efforts to maintain an awareness of current practices, laws, regulations changes, rates, commission structures, etc. of the factoring industry so as to be knowledgeable and professional in its dealings with Clients and prospective Clients of United Capital and not knowingly enter into any transaction or recommend any transaction to United Capital that is in violation of law.
 8. Associate Broker will submit prospects to United Capital for factoring via email, telephone, fax or U.S. Mail.
 9. Associate Broker will assist United Capital to ensure that the Client meets the established criteria as established by United Capital, and that the information presented to United Capital contains the necessary minimal information in order for United Capital to preliminarily prepare and process an Application for factoring.
 10. United Capital [after completion of preliminary due diligence] will advise Associate Broker of its desire to factor the accounts receivable of the Applicant. The Associate Broker will work with United Capital [upon written request] and the potential Client in order to secure the complete package of information necessary to have United Capital enter into a formal agreement with the Client.
 11. Associate Broker shall be an Independent Contractor and shall be responsible for their own costs and expenses associated with their activities.
- III. Responsibilities of United Capital.
 1. United Capital recognizes that the Associate Broker can provide a valuable service.
 2. United Capital will respond professionally and quickly to all Associate Broker requests.
 2. United Capital agrees to give priority to funding requests of Clients of the Associate Broker.
 3. United Capital will conduct due diligence in order to determine the acceptability and qualifications of Clients submitted by Associate Broker. United Capital will determine the acceptability of the Client's application and will be the sole and final judge of what due diligence and steps need to be taken in order to determine the acceptability of the Client. In some instances this may involve an inspection of the prospective Clients' operation by principals of United Capital.
 4. United Capital will provide the Clients of Associate Broker the funds for which they are qualified at fair and competitive rates.
 5. Upon acceptance of the Client and approval of the Accounts Receivable, United Capital shall provide such funds, subject to terms and conditions as may be standard and customary in the industry.
 6. United Capital shall maintain complete and accurate records of its dealings with Associate Broker, and shall provide periodic reports to them.
 7. United Capital shall pay such commissions as may be due to Associate Broker according to the rates and schedules contained herein.

8. United Capital shall advise Associate Broker of any dispute or disagreement with an Associate Broker or a Client.

IV. Compensation.

1. Clients. On all acceptable Clients provided to United Capital by Associate Broker, United Capital will pay Associate Broker **PERCENTAGE** of earned and collected net revenue, subject to any charge backs or losses incurred or anticipated by United Capital.

V. Costs and Attorney's Fees. Should either party employ an attorney to enforce this Agreement, by arbitration of litigation, or to protect its interest in any matter arising under this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and attorney fees through all proceedings, trials and appeals.

VI. Independent Contractor Status. It is expressly acknowledged by the parties that Associate 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.

VII. Non-Exclusive. The appointment of Associate Broker hereunder is Non-exclusive and United Capital shall be free to enter into similar Agreements with other persons at United Capital's discretion.

VIII. 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.

IX. 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 the Counties of Pinellas and Hillsborough, State of Florida. Associate Broker waives any right it may have to assert the doctrine of forum con conveniens or to object to such venue and hereby consents to any court ordered relief.

X. 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 (30) days written notice to the other party. Notwithstanding termination, all commissions due on closed transactions shall continue to be paid pursuant to the terms of this Agreement.

UNITED CAPITAL FUNDING GROUP, LLC

By: Mark Mandula, National Sales Manager

NAME

By: **NAME**