



BROKER AGREEMENT

This agreement dated _____ is entered into by and between The Capital Garden located at PO Box 41125 San Jose, CA 95160 and _____ (Broker). This agreement among other things confirms our understanding that Broker is not an employee of Capital Garden and does not bind Capital Garden in any manner whatsoever other than the terms outlined and agreed to herein.

The parties agree that Broker will submit prospective clients for consideration of Capital Garden’s funding products. In order for a deal to qualify for potential compensation, Capital Garden must accept prospect referred by Broker as a formal client of Capital Garden. A prospect is defined as a client after the prospective deal has been formally documented and has been funded pursuant to the Capital Garden Factoring or Funding Agreement. In order for Broker to be eligible for any compensation Broker must also complete a W-9 form and submit it to Capital Garden.

Capital Garden agrees to pay Broker a ten percent (10%) commission on the gross income generated from factoring and/or finance fees as well as from any origination fees, if any, for any funding made by Capital Garden to the prospective client. Commissions will be paid monthly based upon the client funding that has closed in the prior month. Commissions are not paid on direct costs including but not limited to audit fees, wire fees, and any special accommodation fees as a result of a shortfall in sales, collateral or termination. Moreover, said commission will not be paid in the event the prospective client is in default of any of Capital Garden agreements with the prospective client, and will remain that way, unless and until such time as the prospective client has remedied the default to the satisfaction of Capital Garden in its sole discretion.

The earned commissions will be paid to Broker for the duration of the client’s account with Capital Garden. Commissions on existing clients will be protected under this agreement in the event that this agreement is terminated.

This agreement contains the entire understanding between the parties with respect to the procurement of clients for Capital Garden, and all prior agreements, oral or written, are merged into this agreement.

Execution of this agreement via facsimile or email shall constitute an original.

Agreed to and Accepted

Broker: _____

Capital Garden

By: _____

By: _____

Title: _____

Title: _____

Phone/Email: _____