



BROKER AGREEMENT

The effective date of this agreement is _____ between _____ (collectively hereinafter referred to as "Broker") and Paragon Financial Group, Inc. (hereinafter referred to as "Paragon").

1. Broker's Obligations: Broker agrees to solicit new prospective clients for financial services from Paragon which shall include the preparation and presentation of application and document packages to be used for Paragon's evaluation and consideration. Notwithstanding any other provision nor any other communication, Paragon is under no obligation to accept such prospective clients and it is expressly agreed that Paragon may in its sole and absolute discretion decline such prospective clients, in which event Paragon shall not be liable for any amounts to be paid unto Broker.

Broker shall determine solely the method, details, means of performance and time that Broker devotes to the performance of its services. Broker shall provide and obtain its own Workers Compensation Insurance for Brokers employees and agents, if required. Broker shall hold harmless and indemnify Paragon from any and all claims arising out of any and all claims arising out of any injury, disability or death of Broker, Broker's agents or employees. Broker further agrees to hold Paragon free and harmless from any and all liability or loss threatened against or incurred by Broker arising from the relationship established under this agreement.

2. Paragon's Obligations - Commissions: In the event that Paragon accepts a prospective client introduced by Broker, Broker shall be paid a commission as follows:

A. Fifteen percent (15%) of the factoring fees received by Paragon as long as the thirty (30) day factoring fee is 2.00% or higher. Ten percent (10%) of the factoring fees received by Paragon if the thirty (30) day factoring fee is less than 2.00%. Commission is payable for as long as the brokered company remains a client. Any changes to the commission shall be agreed upon in writing by both parties.

B. Commissions shall be paid based solely on factoring fees actually received and collected provided that Broker is the procuring cause of the client that is paying said factoring fees. Commissions are paid based as a percentage of the factoring fees paid to Paragon during the preceding month by clients of Paragon who are referred by Broker and who are not in default under any agreement with Paragon (the "Broker's Fee"). The Broker's Fee shall be earned only as a percentage of the Factoring Fees received by Paragon, in cleared funds, all as adjusted for any reimbursements, rebates, deductions, or collection costs. The fees due under any Factoring Agreement shall be deemed received by Paragon only if, as, when, and to the extent that Paragon collects, in cleared funds, full payment on the Accounts Receivable purchased under the applicable Factoring Agreement. In the event of a material default by a client under any Factoring Agreements, no further Broker's Fee shall be payable with respect to Accounts Receivable purchased from that client unless and until Paragon recovers from the client the full amount of any damages suffered by Paragon.

C. Paragon reserves the right to terminate any such client at any time in its sole and absolute discretion. In such event, Paragon will pay Broker the commission which has accrued to the date of termination.

D. Paragon will provide Broker with a monthly Statement of Account regarding a client referred by Broker and accepted by Paragon. Payments of commissions are due the following month that the Broker's Fee is earned. Broker shall give written notice of such objection or claim specifying in precise detail the basis for any such objection or claim within fifteen (15) days of receipt of payment. Said notice shall be provided to Paragon by certified mail return receipt requested. Failure to timely provide such notice shall be deemed a waiver of any and all claims and objections to amounts paid by Paragon unto Broker.

E. The relationship of Paragon and Broker shall be solely that of independent contractor. Broker shall not have and shall not represent at any time that it has any authority to bind Paragon in any manner whatsoever, without Paragon's prior express and specific written authorization. Broker shall not be construed to be an agent, employee or representative of Paragon for any purpose whatsoever.

F. It is understood and agreed that the Factoring Agreement between Paragon and client may be changed or modified during the account life of the client. Same may be done at any time without the consent of Broker.

G. Broker shall not (a) disparage Paragon nor take any action that may in any way impair Paragon's relationship with any client; (b) Broker shall not divulge nor disclose any trade secret nor method by which Paragon does business nor shall Broker divulge the name of any client; (d) Broker shall take no action that may in any way impair or damage Paragon's business or relationship with client in any matter whatsoever; and (e) Broker shall not solicit any client of Paragon for any type of product or service that Paragon offers. In the event that Broker should engage in any of the prohibited conduct set forth herein, then and in that event, it is agreed that Paragon shall be entitled to injunctive relief and Broker's commissions shall immediately terminate.

3. Disputes: In the event of any dispute or claim by Broker, it is agreed that prior to the initiation of any action by Broker, Broker shall give written notice of such dispute or claim to Paragon, specifying in detail the precise basis for such dispute or claim. Such written notice shall be provided by certified mail, return receipt requested to Paragon and shall be provided within fifteen (15) days from when such dispute or claim arises; otherwise, such dispute or claim shall be deemed waived.

4. Governing Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. The parties hereto submit to the jurisdiction and venue of the state and federal courts in and for Palm Beach County, Florida, and waive any right to seek a change or venue based on the inconvenience of this forum.

5. WAIVER OF TRIAL BY JURY. PARAGON AND BROKER HERBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, RELATED TO, OR ARISING IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. Furthermore, in such event any and all claims for attorney's fees are waived by each party (including attorney's fees under Florida Statute 57.105).

6. Assignment/Termination: This agreement may not be assigned (nor may the performance of any duties hereunder be delegable) without the express written consent of Paragon. Either party may terminate this Agreement by providing fifteen (15) days prior written notice thereof to the other party. In the event of termination, it is agreed that Paragon shall continue to pay the commission to Broker during the term set forth in Section 2, above, provided that the terms and provisions of this agreement are complied with by Broker. Section 2 (G) shall survive the termination of this Agreement.

7. **Entire Agreement:** This writing is the final and sole expression of the agreement between the parties. No terms or other representations, understandings, warranties or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein. This agreement can only be modified or amended in writing, signed by the parties to this agreement.

IN WITNESS WHEREOF, notwithstanding the effective date, this agreement has been executed on _____.

PARAGON FINANCIAL GROUP, INC.

By: _____
Jon Anselma, Managing Partner

BROKER: _____

By: _____

Print Name: _____

Title: _____

Federal Tax ID#: _____