

BROKER TRANSACTION AGREEMENT

This Broker Transaction Agreement (“Agreement”) is entered as of _____, by and between COMMERCIAL FUNDING PARTNERS, LLC, a Utah limited liability company (“CFP”), 15 W. Scenic Pointe Dr., Ste 150, Draper, Utah 84020, and _____ (“Broker”), a _____, with its principal place of business at _____.

1. Purpose. Broker may refer equipment lease or finance transactions (“Transactions”) to CFP. CFP may accept or reject any Transaction in its sole discretion. This Agreement is non-exclusive and imposes no minimum volume obligations.
2. Independent Contractor. Broker is an independent contractor and has no authority to bind CFP, incur obligations, or make representations on CFP’s behalf. Nothing herein creates an agency, partnership, or joint venture. Broker shall not accept service of process for CFP.
3. Submission of Transactions. Broker shall submit complete and accurate credit, financial, vendor, and equipment information as reasonably requested. Broker shall disclose in writing at submission: (a) any re-brokered or sub-brokered Transaction and its originating source; (b) any split submission to other funding sources; and (c) any partial equipment financing request. During that period, Broker shall not submit the same Transaction elsewhere without CFP’s written consent. Approved Transactions shall use CFP-approved documents.
4. Compensation. Broker compensation is payable only after the Lease has been documented, commenced and CFP has received the first payment. If a default occurs within six (6) months of final acceptance and is not cured, Broker shall refund all compensation upon written notice. Broker is responsible for its own expenses.
5. Representations and Warranties. For each Transaction, Broker represents and warrants that: (a) all information provided is true, accurate, and complete to Broker’s knowledge; (b) the Lease documents constitute the entire agreement concerning the Equipment; (c) the Equipment is free of liens, delivered to and accepted by Lessee, and used solely for business purposes; (d) the vendor is a bona fide dealer not affiliated with Broker or Lessee; (e) no undisclosed payments, deposits, rebates, advances, or side agreements exist; (f) Broker has made no representations beyond CFP’s documents; (g) no Lease commencement funds were advanced or rebated by Broker; and (h) Broker will not collect payments, modify or

terminate a Lease, repossess Equipment, or waive CFP's rights. These representations survive termination.

6. Indemnification. Broker shall indemnify and hold CFP harmless from any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees) arising from Broker's acts, omissions, misrepresentations, or breach of this Agreement.
7. Term and Termination. This Agreement remains in effect until terminated by either party upon thirty (30) days' written notice. CFP may terminate immediately upon Broker's material breach. Termination does not affect rights or obligations relating to previously submitted Transactions.
8. Miscellaneous. Broker may not assign this Agreement without CFP's written consent. CFP may assign freely. This Agreement is governed by Utah law, and Broker consents to jurisdiction and venue in Salt Lake County, Utah. If any provision is invalid, the remainder shall remain enforceable. This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMMERCIAL FUNDING PARTNERS, LLC

By: _____

Name: _____

Title: _____

BROKER: _____

By: _____

Name: _____

Title: _____