

Diversified Financial Services

Client Profile

Client Information

Legal company name _____

d.b.a. name (if applicable) _____

Present address _____

City _____ County _____ State _____ ZIP _____

Phone _____ Fax _____

Contact _____ Title _____

Structure Corporation Partnership Sole Proprietorship LLC Date est. _____

State of Incorporation _____ Date of Incorporation _____ Federal Tax ID/SSN _____

Business description _____

Has Client ever factored receivables? No Yes (with whom?) _____

Does Client or its Principals have any: Judgments Liens Back taxes Lawsuits
(Check all that apply and attach details).

Does Client have any outstanding loans? No Yes (name of institution) _____

Balance owed \$ _____ Are receivables pledged as collateral? No Yes

Principals of Company

Name/title	Home address	Social Security #
_____	_____	- - -
_____	_____	- - -
_____	_____	- - -
_____	_____	- - -

Bank References

Name of institution _____ Address _____

Phone _____ Contact _____ Check/loan acct.# _____

Name of institution _____ Address _____

Phone _____ Contact _____ Check/loan acct.# _____

Principal Customer Information

Please list client's five largest customers client wishes to factor. Customers will not be initially contacted.

Monthly Sales/Average Invoice	Name	City / State	Phone
\$ _____ / _____	_____	_____	_____
\$ _____ / _____	_____	_____	_____
\$ _____ / _____	_____	_____	_____
\$ _____ / _____	_____	_____	_____
\$ _____ / _____	_____	_____	_____

Attach the following: (1) Copy of Articles of Incorporation & By-Laws or Copy of Partnership Agreement, (2) Copy of Fictitious Name Filing (if applicable) and (3) Accounts Receivable Aging.

BROKER APPLICATION

Company Name	_____
Contact Name	_____
Address	_____
City, State, Zip	_____
Phone #	_____
Fax #	_____
E-mail	_____
Web Site	_____
Social Security #	_____
Federal ID #	_____
How long have you worked as a Broker	_____
Total \$-Volume you refer per year	_____
How many deals have you closed so far	_____
Expected \$-Volume you refer to DFS per year	_____
Expected # of Referrals to DFS per year	_____
Your References	_____
How did you hear about DFS	_____

Return this application via fax, mail, or email to:

Diversified Financial Services
9982 Pinedale Dr.
Colorado Springs, CO 80920
Tel: 800-954-0012 / Fax: 866-219-5261
Email: tom@dfsfactoring.com
Web Site: www.dfsfactoring.com

Diversified Financial Services Broker Agreement

This Broker Agreement ("Agreement") is made and entered into this _____ day of _____, 2006 by and between FACTOR, whose business address is _____ ("Factor"), and _____, whose address for the conduct of business is _____ ("Broker").

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 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, Broker shall have no authority to bind FACTOR in any manner whatsoever, without FACTOR's prior written consent to such specific commitment. Broker, its employees, Broker's agents, and their employees shall not be considered employees of FACTOR for any purpose.

5. Compensation: FACTOR will pay to Broker referral fees for any and all referred prospects who ultimately utilize FACTOR's Accounts Receivable program and who have not previously submitted a written application to FACTOR and/or have not previously factored accounts with FACTOR. The following commission methodology will apply:

- Unless so modified on the attached Schedule A, FACTOR will remit to Broker a commission equaling 15% of the gross earnings (Discount) retained by FACTOR as earned income throughout its relationship with any party referred by Broker ("Client") who have not previously submitted a written application to FACTOR and/or have not previously factored accounts with FACTOR.
- 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 Discount(s), then no commission shall be owed by FACTOR to Broker for that specific transaction.
- Unless this Agreement is otherwise earlier terminated, all compensation is to be paid by FACTOR to Broker for the life of said Client account with FACTOR.

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 at all times treat any and all correspondence and information received from FACTOR. including but not limited to FACTOR.'s Broker Agreement and contractual documentation with Client(s) as confidential, and will not disclose any information whatsoever to third parties unless having received prior written permission from FACTOR. This confidentiality and non-disclosure obligation to any and all third parties shall be and remain binding and effective at all times and shall survive the termination of the said working relation between Broker and FACTOR. regardless of the reasons for termination by either party.

7. Termination: Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time by providing ten (10) 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 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. FACTOR. agrees to provide to Broker an executed Schedule within 5 business days of FACTOR.'s receipt of an acceptable application package. Broker agrees that to perfect its interest in a commission stream for a referred Client, it must possess a validly executed Schedule from FACTOR..

10. Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (notwithstanding conflict of law rules) and venue shall be proper only in El Paso County, Colorado.

Executed the day and year first above written in the city of Colorado Springs, state of Colorado.

Broker: _____	Factor: _____
By (Name): _____	by (Name/Title): _____
Signature _____	Signature: _____

Schedule A

This Schedule # _____ is made as of the date noted below by and between FACTOR. (“Factor”) and _____ (“Broker”). The terms and conditions of the Broker Agreement (“Agreement”) dated _____, 2003 is 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 legal obligation between Factor and Broker identifying the successful referral of a Client, and evidences the rights and obligations of the relevant signatories below.

Regarding: (“**Client**”)

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. Broker agrees that unless modified below, that it 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: _____

By (Name/Title): _____

by (Name): _____

Signature: _____

Signature: _____

Date: _____

Date: _____