

# Podium Financial Group, Inc.

## BROKER AGREEMENT

This agreement sets forth the agreement between Podium Financial Group, Inc. (hereinafter "Podium") and \_\_\_\_\_, (hereinafter "Broker") with respect to any transaction submitted to Podium by Broker. The parties hereby agree as follows:

- 1) **SCOPE** - This agreement applies to all transactions submitted by Broker to Podium until such times as this agreement is terminated or superseded by another agreement.
- 2) **DISCLOSURE OF INFORMATION** - Broker shall, in connection with each transaction submitted, fully inform Podium as to all material and non-material information known to Broker concerning the transaction, including, but not limited to, information regarding the proposed lessee and the proposed lessee's credit worthiness, any vendor, and the equipment to be leased. This duty extends to any changes occurring or discovered after the transaction has been submitted
- 3) **DOCUMENTATION** - All transactions shall be documented to Podium 's complete satisfaction in form acceptable to Podium, at Podium 's sole discretion.
- 4) **NOTICE TO APPLICANTS** - In the event that federal laws and regulations require, with respect to any submitted transaction, that certain notices be provided to proposed lessees, including but not limited to disclosure of the right to request specific reasons for credit denial and notice of action taken and statement of reasons for such, Broker warrants that all such notices will have been provided to the proposed lessee, or will be provided at the appropriate times, as prescribed.
- 5) **BROKER WARRANTIES** - Broker hereby warrants, with regard to each transaction to be submitted, as follows:
  - A That each lease submitted is a bona fide obligation of the respective lessee and any co-lessees and will be valid and enforceable according to its terms. Any guarantees thereof will be bona fide obligations of the guarantors and will be valid and enforceable according to their terms. All documents provided in connection with each transaction shall be duly executed by the appropriate parties, who have been duly authorized to execute same, and will be enforceable in accordance with their terms.
  - B All leases to be submitted will be for business or commercial purposes only and not for personal, family, or household purposes.
  - C Each lease shall be the sole and complete agreement with regard to the lease of the equipment, and there will be no other agreements written or oral in force as a result of representations or warranties made by Broker, with respect to the equipment or the lease thereof.

**D** In the event that a transaction submitted to Podium is "re-brokered", as that term is generally understood in the industry, Broker will have identified the transaction as being re-brokered, and will have indicated to Podium any parties from whom Broker accessed the transaction. Without limiting the generality of the foregoing, the term "re-brokered" includes all transactions submitted wherein it is contemplated that any remuneration will be paid by Broker to any party other than Broker's employees, in the event that the transaction is accepted by Podium. Failure to disclose a third party who is to be so compensated will constitute a breach of the Broker Agreement.

- 6) **AUTHORITY OF BROKER** - Broker is, and shall act as, an independent contractor, and as such, shall have no authority to incur any obligations or to make any statements or representations on behalf of Podium, or to bind or commit Podium in any manner, or to make, alter or execute any document or agreement on behalf of Podium. Broker shall not use Podium 's name or any of Podium 's trademarks as part of its firm, trade or corporate name. Broker shall not accept service of any legal process in any action, which may be brought against Podium, or employ attorneys to defend such.
- 7) **ACTS OF REPRESENTATION** - It is understood by Broker that all of its duties and responsibilities arising out of this agreement extend as well to anyone acting on Broker's behalf. Broker specifically understands that in the event that it delegates any of its functions, such as obtaining documentation or making other arrangements with regard to a transaction to others, including vendors or other brokers, Broker is still fully responsible for any and all such actions as if Broker had taken such actions itself.
- 8) **INDEMNITY** - Broker shall indemnify and hold Podium harmless from and against any and all expense, injury and damage, including reasonable attorney fees, which Podium may incur, pay or suffer as a result of acts of Broker, its principals, employees or representatives.
- 9) **COMPENSATION TO BROKER** - In return for Broker's efforts in connection with any transaction submitted by Broker and accepted by Podium, Podium shall, if the transaction is at Podium 's standard rates for transactions of similar size and risk, pay Broker Podium 's standard brokerage fee thereon in accordance with Podium 's then current brokerage fee schedule.
- 10) **EXPENSE OF BROKER** - Podium shall not be liable for any expense incurred by Broker in connection with any transaction submitted by Broker. Any and all such expenses shall be Broker's sole responsibility.
- 11) **DURATION OF AGREEMENT** - This agreement shall be effective at the time of its execution by Podium and shall continue in effect until terminated by either party upon written notice. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination of this agreement shall survive such termination.
- 12) **QUALIFICATION OF BROKER** - Broker shall from time to time, upon request by Podium, submit such information to Podium as Podium deems appropriate in order to assure that Broker meets Podium 's standards with respect to qualification to transact business with Podium.

13) **CHOICE OF LAW AND VENUE; ARBITRATION; ATTORNEY FEES** - This Agreement shall not be effective until signed by Podium in its office in the State of California. This Agreement shall be considered to have been made in the State of California and shall be interpreted in accordance with the laws and regulations of the State of California. Broker agrees to California jurisdiction with respect to any action, suit or proceeding arising out of this Agreement, and concedes that it, and each of them, transacted business in the State of California by entering into this Agreement. In the event of legal action to enforce the terms of this Agreement, Broker agrees that venue shall be in Orange County, California. If enforcement action is taken by either party to enforce any term of this Agreement, the prevailing party in such action shall be entitled to a reasonable attorney fees, including attorney fees incurred at trial, on appeal and review, or incurred without actions, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

Agreed to by and between the undersigned parties this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**PODIUM FINANCIAL GROUP, INC.**

Signed \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_

**Alister McNeill, President**

**Podium Financial Group, Inc.  
Broker Application**

Company Name		Date Established	
Address		City	State Zip
Telephone	Fax	Email	

**Principles**

Name	Address	City/State/Zip	SSN

**Bank References**

Bank	Branch	Contact Officer	Telephone	Account #

**Funding Source References**

Company	Contact	Telephone

Has the company been terminated by a funding source? Y or N	Date of termination:
Has the company or any principle filed bankruptcy? Y or N	Date of bankruptcy:

The undersigned certifies that all credit and financial information submitted is true and correct and authorizes Podium Financial Group, Inc., and/or its assignees, to investigate Lessee's credit worthiness and disclose information and investigation results to each other. The undersigned authorizes all parties contacted to release credit and financial information requested as part of said investigation. The undersigned authorizes Podium Financial Group, Inc. to run credit reports on him/her at anytime within the duration of this agreement.

**Principle Signatures**

Name	Title	Date