

(After Completing and Signing, Fax to 561-961-5005)

COMMISSION AGREEMENT

This Agreement is made effective as of _____, 2009 by and between Anchor Funding Services, LLC ("Anchor") of 10801 Johnston Road, Suite 210, Charlotte, North Carolina 28226, and _____ ("Broker") of _____.

In this Agreement, the party who is contracting to receive services shall be referred to as "Anchor", and the party who will be providing the services shall be referred to as "Broker".

Broker wishes to arrange financial services for businesses and is willing to provide referral services to Anchor.

Anchor desires to receive such referrals.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on _____, 2009 Broker will refer Accounts to Anchor that require factoring, credit and collection, and other financial services (the "Services").
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Broker shall be determined by Broker.
- 3. COMMISSION PAYMENTS.** Anchor will make commission payments to Broker based on 10% of Anchor's Collected Fee Income on Accounts referred by Broker and serviced by Anchor to the extent and for the period that Anchor collects Fee Income from such Accounts.
 - a. Payment Schedule.* The commission payments shall be payable monthly, no later than the twenty-fifth day of the following month for each month.
 - b. Accounting.* Anchor shall maintain records in sufficient detail for purposes of determining the amount of the commission. Anchor shall provide to Broker a written accounting that sets forth the manner in which the commission payment was calculated. Such accounting and other Anchor information is subject to the Confidentiality provisions of this Agreement (Paragraphs 9 and 10).
- 4. EXPENSE REIMBURSEMENT.** Broker shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from Anchor.
- 5. TERM/TERMINATION.** This Agreement may be terminated by either party upon 5 days written notice to the other party. Payments under Paragraph 3 for Accounts referred by Broker and serviced by Anchor prior to termination will continue in accordance with Paragraph 3.
- 6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Broker is an independent contractor with respect to Anchor, and not an employee of

Anchor. Anchor will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Broker.

7. INDEMNIFICATION. Broker agrees to indemnify and hold harmless Anchor from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Anchor that result from the acts or omissions of Broker, Broker's employees, if any, and Broker's agents.

8. ASSIGNMENT. Broker's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Anchor.

9. CONFIDENTIALITY. Anchor recognizes that Broker has and will have the following information: inventions, products, prices, costs, discounts, future plans, business affairs, process information, trade secrets, technical information, customer lists, copyrights and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Anchor Funding Services, LLC and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Broker agrees that Broker will not at any time or in any manner, either directly or indirectly, use any Information for Broker's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Anchor. Broker will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Broker has disclosed (or has threatened to disclose) Information in violation of this Agreement, Anchor shall be entitled to an injunction to restrain Broker from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Anchor shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. RETURN OF RECORDS. Upon termination of this Agreement, Broker shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Broker's possession or under Broker's control and that are Anchor's property or relate to Anchor's business.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Anchor:

Anchor Funding Services, LLC
Attention: Lisa Coughlen, Controller
10801 Johnston Road, Suite 210
Charlotte, NC 28226
IF for Broker:

Broker

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of North Carolina.

Party receiving services:
Anchor Funding Services, LLC

By: _____
Brad Bernstein

Party providing services:
Broker

By: _____
Signature Name: Title: