

INDEPENDENT REPRESENTATIVE APPLICATION

Company Name: _____ Established: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel.: _____ Fax: _____

Federal Tax ID#: _____ Representative SS#: _____

Description of Primary Business: _____

Products/Services Offered (check all pertaining)

- Purchase Order Financing Letters of Credit Factoring
- Asset-Based Lending Equipment Leasing Venture Capital
- Bank Loans Investment Banking Other Commercial Finance (describe below)

- Mortgages Consumer Finance SBA Packaging
- Consulting (describe): _____
- Professional (describe): _____
- Other (describe): _____

Percent of Time Currently Spent on Purchase Order Financing (including Letters of Credit)?: _____

Professional References

Name: _____ Tel: _____ Relationship: _____

Name: _____ Tel: _____ Relationship: _____

Name: _____ Tel: _____ Relationship: _____

Professional Associations and Positions Held (Dates)

1. _____
2. _____

I acknowledge the above information to be accurate to the best of my knowledge. I hereby authorize International Trade Finance to investigate my references, prior employers, and other matters related to my qualifications as an Independent Representative. I authorize International Trade Finance to request and obtain a consumer credit report. If such a report is obtained, I understand that I have a right to receive a copy.

Signature of Applicant: _____ Date: _____

INDEPENDENT REPRESENTATIVE MARKETING AGREEMENT

THIS AGREEMENT made this _____ day of _____, between International Trade Finance ("ITF") and _____ ("Representative").

TERM: This agreement will become effective on the date stated above and shall have a term ending on the earlier of twelve (12) months from the date stated above or at any time by mutual agreement between Representative and ITF. All commissions for accounts funded prior to termination will continue to be honored. Terminated agreements will be eligible for renewal.

SERVICES TO BE PERFORMED: Representative agrees to solicit new prospective commercial clients for ITF, to assist ITF in obtaining completed document packages for ITF's evaluation and possible acceptance in accordance with ITF's instructions to Representative. Representative is responsible for identifying prospects for ITF, gathering pertinent and requisite information in order to prepare any prospective client's accounts for ITF's evaluation and potential funding. Representative will determine what amount of time to be devoted to the performance of the above-described services. Representative will not use the name of International Trade Finance for advertising purposes without the express written consent from ITF.

COMPENSATION: In consideration for the services to be performed by Representative, ITF agrees to pay
- ten percent (10%) of all net fees generated from any account provided with only contact information by Representative to ITF and funded by ITF, or
- fourteen percent (14%) of all net fees generated from any account provided with a complete document package by Representative to ITF.

This commission will be paid on the 10th day of the month for all transactions closed in the prior month. This commission will be paid by ITF to Representative for the life of the agreement.

INTERNET LEADS: Many Representatives have Web sites and the ability to allow prospects to apply online for our services. In the case where more than one Representative receives the same application and submits this application to ITF, the application arriving first will be the Representative that will be paid on this transaction should funding occur. The computer time stamp on the e-mail generated by ITF's e-mail system will be the deciding factor.

OBLIGATION OF ITF: ITF agrees to comply with all reasonable requests of Representative and provide access to all documents and forms reasonably necessary to the performance of Representative's duties under this Agreement.

MARKETING: International Trade Finance may provide Representative with marketing materials. Any use of ITF's marketing materials must be pre-approved and not altered whatsoever. This includes use of International Trade Finance material and/or information on internet Web sites.

INDEMNITY: ITF and Representative each agree to indemnify and hold the other party harmless from any causes of action which may arise due to their gross negligence.

Executed at _____ on the date first written above.

INDEPENDENT REPRESENTATIVE

INTERNATIONAL TRADE FINANCE

COMPANY NAME (PRINT OR TYPE)

BY: _____
Signature

Business Development Manager

Representative's Name

President

Phone Number

This contract is null and void if not signed by the President.

SS# or Federal ID #: _____