



## BROKER AGREEMENT

THIS AGREEMENT BY AND BETWEEN \_\_\_\_\_ (HEREINAFTER "BROKER") WITH ITS OFFICE LOCATED AT \_\_\_\_\_ AND WK FINANCIAL GROUP, LLC (HEREINAFTER "WKFG") WITH ITS OFFICE LOCATED AT 2036 LINCOLN AVE STE 103, OGDEN, UTAH 84401, IS ENTERED INTO AND EFFECTIVE RELATING TO ANY SUCH LOAN, LEASE, CONDITIONAL SALE, OR OTHER TRANSACTION (HEREINAFTER EACH A "TRANSACTION") WITH A CUSTOMER (HEREINAFTER EACH A "CUSTOMER") SATISFACTORY TO WKFG RELATING TO EQUIPMENT (HEREINAFTER "EQUIPMENT"), THAT MAY BE PROPOSED TO WKFG BY BROKER. WKFG AND BROKER UNCONDITIONALLY AGREE AS FOLLOWS:

1. **SCOPE** THIS AGREEMENT APPLIES TO ALL SUBMISSIONS FOR TRANSACTION AND/OR TRANSACTIONS SUBMITTED BY BROKER TO WKFG UNTIL SUCH TIME AS THIS AGREEMENT IS TERMINATED OR SUPERSEDED BY A SUBSEQUENT AGREEMENT.
2. **QUALIFICATION OF BROKER** UPON REQUEST BY WKFG, BROKER WILL SUBMIT SUCH INFORMATION TO WKFG AS WKFG DEEMS APPROPRIATE IN ORDER TO ASSURE WKFG THAT BROKER MEETS WKFG'S STANDARDS WITH RESPECT TO QUALIFICATION TO TRANSACT BUSINESS WITH WKFG.
3. **DISCLOSURE OF INFORMATION** BROKER SHALL DISCLOSE TO WKFG ANY AND ALL INFORMATION OR KNOWLEDGE THAT RELATED TO OR AFFECTS IN ANY WAY ANY TRANSACTION, INCLUDING BUT NOT LIMITED TO INFORMATION REGARDING THE PROPOSED CUSTOMER AND THE PROPOSED CUSTOMER'S CREDIT WORTHINESS, AND ANY VENDOR AND THE EQUIPMENT. THIS DUTY SHALL SURVIVE SUBMISSION, DOCUMENTATIONS, AND FUNDING OF ANY TRANSACTION.
4. **INDEMNITY** BROKER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS WKFG, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL LOSS, COSTS, EXPENSES, AND DAMAGES WHICH WKFG MAY INCUR, PAY, OR SUFFER AS A DIRECT RESULT OF ITS RELATIONSHIP WITH BROKER, AND BROKER'S PRINCIPALS, EMPLOYEES, OR REPRESENTATIVES, WITH RESPECT TO ANY BREACH OF WARRANTY OR REPRESENTATION OF OTHER ACTS BY BROKER.
5. **AUTHORITY OF BROKER** BROKER IS AND SHALL ACT AS AN INDEPENDENT CONTRACTOR. BROKER SHALL HAVE NO AUTHORITY TO INCUR ANY OBLIGATIONS OR TO MAKE ANY STATEMENTS OR REPRESENTATIONS ON BEHALF OF WKFG.
6. **NOTICES TO APPLICANT** IN THE EVENT ANY FEDERAL LAW OR REGULATION REQUIRES THAT CERTAIN NOTICES BE PROVIDED TO PROPOSED CUSTOMER(S), BROKER WARRANTS THAT ALL SUCH NOTICES WILL HAVE BEEN PROVIDED TO THE PROPOSED CUSTOMER(S) OR WILL BE PROVIDED AT THE APPROPRIATE TIME AS PRESCRIBED, AND COMPLY OR WILL COMPLY IN ALL RESPECTS WITH ALL SUCH LAWS AND/OR REGULATIONS.
7. **BROKER WARRANTIES** BROKER HEREBY REPRESENTS AND WARRANTS TO WKFG AS FOLLOWS, BASED ON ITS INDEPENDENT INQUIRY AND KNOWLEDGE, WITH REGARD TO THIS AGREEMENT AND WITH REGARD TO EACH TRANSACTION:
  - a. EACH TRANSACTION IS A BONA-FIDE OBLIGATION OF THE APPLICABLE CUSTOMER AND ANY CO-OBLIGORS OR CO-LESSEES WILL BE VALID AND ENFORCEABLE ACCORDING TO ITS

TERMS. EACH GUARANTEE THEREOF IS A BONA-FIDE OBLIGATION OF THE APPLICABLE GUARANTOR OR GUARANTORS AND WILL BE VALID AND ENFORCEABLE ACCORDING TO ITS TERMS. ALL DOCUMENTS PROVIDED IN CONNECTION WITH EACH TRANSACTION SHALL BE DULY EXECUTED BY THE APPROPRIATE PARTY OR PARTIES THERETO, WHO WILL HAVE BEEN DULY AUTHORIZED TO EXECUTE SAME, AND WILL BE ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

- b. THE AGREEMENT EVIDENCING EACH TRANSACTION SHALL BE THE SOLE AND COMPLETE AGREEMENT WITH REGARD TO THE EQUIPMENT SUBJECT THERETO, AND THERE WILL BE NO OTHER AGREEMENTS IN FORCE WITH RESPECT TO SUCH EQUIPMENT OR LEASE, LOAN, OR CONDITIONAL SALE THEREOF, WHETHER AS A RESULT OF REPRESENTATIONS OR WARRANTIES MADE BY BROKER OR OTHERWISE.
  - c. THE TRANSACTION IS NOT "RE-BROKERED" AS SUCH TERM IS GENERALLY UNDERSTOOD IN THE INDUSTRY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TERM "RE-BROKERED" APPLIES TO ANY TRANSACTION IN WHICH IT IS CONTEMPLATED THAT REMUNERATION WILL BE PAID BY BROKER TO ANY PARTY OTHER THAN EMPLOYEES OF BROKER.
  - d. EACH TRANSACTION WILL BE FOR BUSINESS OR COMMERCIAL PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.
  - e. NO DOWN PAYMENT HAS BEEN ADVANCED TO THE CUSTOMER BY BROKER OR, TO BROKER'S KNOWLEDGE, ANY OTHER PERSON.
  - f. BROKER HAS NO KNOWLEDGE THAT ANY ITEM OF EQUIPMENT HAS SUFFERED ANY LOSS OR DAMAGE THAT HAS NOT BEEN SATISFACTORILY REPAIRED.
  - g. THERE HAS BEEN NO FRAUD ON THE PART OF BROKER AND TO THE BEST OF BROKER'S KNOWLEDGE THERE HAS BEEN NO FRAUD OF ANY PARTY TO ANY TRANSACTION SUBMITTED TO WKFG.
  - h. BROKER IS INDEPENDENT OF THE EQUIPMENT VENDOR AND THE CUSTOMER, AND ANY AND ALL TRANSACTION(S) BETWEEN BROKER, THE EQUIPMENT, AND THE CUSTOMER HAVE BEEN NEGOTIATED AND CONSUMMATED AT ARM'S LENGTH.
  - i. THE PERSON SIGNING THIS AGREEMENT HAS THE AUTHORITY TO DO SO.
  - j. EVERY SIGNATURE ON ANY DOCUMENT SUBMITTED TO WKFG IS ALL ACTUAL ORIGINAL SIGNATURE OF THE SIGNER.
  - k. BROKER IS A VALIDLY ORGANIZED, LICENSED, REGISTERED, AND EXISTING ENTITY IN GOOD STANDING IN ITS STATE OF REGISTRATION, AND IS DULY QUALIFIED TO TRANSACT BUSINESS IN ALL JURISDICTIONS IN WHICH IT IS TRANSACTING BUSINESS.
  - l. TO THE BEST OF BROKER'S KNOWLEDGE, ALL STATEMENTS IN ANY APPLICATION GIVEN IN CONNECTION WITH A TRANSACTION AND IN EACH TRANSACTION AGREEMENT ARE TRUE AND CORRECT AND NOT MATERIALLY MISLEADING IN ANY RESPECT.
8. **BREACH OF REPRESENTATIONS OR WARRANTY** IF BROKER BREACHES ANY OF THE ABOVE WARRANTIES OR REPRESENTATION, OR IF BROKER HAS PARTICIPATED IN A FRAUD AGAINST WKFG, THEN BROKER WILL REPURCHASE EACH TRANSACTION TO WHICH THE BREACH OF FRAUD

RELATES. THE REPURCHASE PRICE IN EACH CASE SHALL INCLUDE THE UNPAID BALANCE ON SUCH TRANSACTION, AS SHOWN ON WKFG'S BOOKS AND RECORDS, INCLUDING ALL FEES PAID TO BROKER IN CONNECTION WITH TRANSACTION(S), PLUS WKFG'S COSTS AND EXPENSES INCLUDING ATTORNEY'S FEES INCURRED TO ENFORCE THIS AGREEMENT.

9. WKFG'S AGREEMENT TO FINANCE WKFG AGREES TO FINANCE CUSTOMER TRANSACTION(S) AS PROVIDED IN THIS AGREEMENT. WKFG SHALL HAVE NO OBLIGATION OF ANY KIND TO BROKER OR TO ANY OTHER PARTY TO ACCEPT OR ENTER INTO ANY TRANSACTION SUBMITTED OR OFFERED BY BROKER. WKFG SHALL HAVE THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO ACCEPT OR REJECT OR TO MODIFY THE TERMS OF ANY TRANSACTION PRESENTED OR SUBMITTED TO IT BY BROKER.
10. ASSIGNMENT BY WKFG WKFG MAY AT ANY TIME, WITHOUT OBTAINING THE CONSENT OF BROKER, ASSIGN THIS AGREEMENT AND RIGHTS, DUTIES, AND OBLIGATIONS OF WKFG HEREUNDER TO ANY SUCCESSOR OR ASSIGNS OF WKFG, WHETHER BY WAY OF MERGER, CONSOLIDATION, OPERATION OF LAW, ASSIGNMENT OR PURCHASE, OR OTHER ACQUISITION OF ALL OR SUBSTANTIALLY ALL OF WKFG'S ASSETS OR BUSINESS.
11. ASSIGNMENT BY BROKER THIS AGREEMENT AND THE RIGHTS, DUTIES, AND OBLIGATIONS HEREUNDER MAY NOT BE ASSIGNED OR DELEGATED BY BROKER WITHOUT THE PRIOR WRITTEN CONSENT OF WKFG OR ITS SUCCESSORS OR ASSIGNS.
12. COMPENSATION OF BROKER UPON THE FUNDING OF A TRANSACTION SUBMITTED BY BROKER, BROKER SHALL BE ENTITLED TO A COMMISSION ON SUCH TRANSACTION EQUAL TO THE ADDITIONAL PERCENTAGE (POINTS) ADDED TO IT BY WKFG'S BROKER BUY RATE; PROVIDED THAT BROKER'S COMMISSION SHALL IN NO EVENT EXCEED WKFG'S MAXIMUM ALLOWED COMMISSION AS DETERMINED ON A CASE-BY-CASE BASIS.
13. COMPENSATION REFUND BROKER EXPRESSLY AGREES THAT IN THE EVENT OF A FRAUD BY BROKER OR ANY PARTY TO A TRANSACTION SUBMITTED TO WKFG, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES THAT WKFG MAY POSSESS INCLUDING ITS RIGHTS UNDER SECTION 7 HEREOF AND TERMINATION OF THIS AGREEMENT, WKFG SHALL BE ENTITLED TO RECOVER ANY AND ALL SUMS PAID OR PAYABLE TO BROKER UNDER THIS AGREEMENT. IN ADDITION, IF WKFG SHALL DECLARE A DEFAULT UNDER ANY TRANSACTION SUBMITTED HEREUNDER BY BROKER DURING THE FIRST 90 DAYS OF THE TERM, THEREOF (FIRST PAYMENT DEFAULT), BROKER AGREES TO REPAY TO WKFG, UPON DEMAND, ANY COMMISSION PAID TO BROKER BY WKFG IN CONNECTION WITH SUCH TRANSACTION.
14. DOCUMENTATION AND FEES ALL TRANSACTIONS SHALL BE DOCUMENTED TO WKFG'S COMPLETE SATISFACTION IN A FORM ACCEPTABLE TO WKFG, IN WKFG'S SOLE DISCRETION. UNLESS OTHERWISE AGREED TO BY WKFG IN WRITING, EACH TRANSACTION WILL INCLUDE THE REQUIREMENT THAT THE CUSTOMER PAY WKFG A DOCUMENTATION FEE OF NO LESS THAN \$500.
15. DURATION OF AGREEMENT THIS AGREEMENT SHALL BE EFFECTIVE UPON EXECUTION BY WKFG AND SHALL CONTINUE IN EFFECT UNTIL TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER. ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WITH RESPECT TO



WK FINANCIAL GROUP

TRANSACTIONS ORIGINATED PRIOR TO TERMINATION OF THIS AGREEMENT SHALL SURVIVE SUCH TERMINATION.

16. GOVERNING LAW THIS AGREEMENT SHALL BE GOVERNED BY THE STATE OF UTAH. BROKER UNCONDITIONALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE OF UTAH. THE PARTIES AGREE TO AND WAIVE THE RIGHT TO A TRIAL BY JURY, SO THAT ARGUMENT AND A DECISION BASED THEREON CAN BE EXCLUSIVELY WITHIN THE CONTROL OF A JUDGE.
17. ENTIRE AGREEMENT THE TERMS OF THIS AGREEMENT ARE INTENDED BY THE PARTIES AS A FINAL EXPRESSION OF THEIR AGREEMENT WITH RESPECT TO SUCH TERMS AS ARE INCLUDED IN THIS AGREEMENT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS. THE PARTIES FURTHER INTEND THAT THE PROVISIONS OF THIS AGREEMENT CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THIS AGREEMENT AND THAT NO EXTRINSIC EVIDENCE MAY BE INTRODUCED IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT.

BY SIGNING THIS OPERATING AGREEMENT, BROKER ACKNOWLEDGES THAT BROKER HAS READ AND DOES UNDERSTAND ALL TERMS AND PROVISIONS OF THIS OPERATING AGREEMENT.

AGREED AND ACCEPTED BY:

WK FINANCIAL GROUP, LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BROKER:

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_