



Vendor Program Agreement

This agreement dated June 10th, 2009 is made between CPR & Associates, LLC an Illinois Corporation located at 8800 Northwest Highway, Crystal Lake, IL 60014 and _____ located at _____ (Vendor) CPRFA and Vendor Source are collectively known as the "Parties".

The Parties agrees to conduct themselves in the highest ethical standards in all business dealings with CPRFA as if this were their own company or place of business.

As a vendor, you will abide by the following:

- a. Give CPRFA the right of first refusal on every leasing/ loan (or other financing product) transaction that it originates in due course of business.
- b. Submit only commercial business Referrals that are \$5,000 or more.
- c. Provide CPRFA with any and all financial information in vendor's possession up to and including bank statements, tax returns, audited financials, interims and Personal Financial Statements and to use its best efforts to obtain for CPRFA all additional information CPRFA may reasonably request.
- d. Make no commitments on behalf of CPRFA
- e. **Will not** alter any documents it gives to CPRFA or provided to it by CPRFA in any way without first receiving permission to do so in writing by CPRFA.
- f. Provide every client the required notices as prescribed by law as it pertains to credit or credit rejection and in such a form and manner as required by law.

In the Event of Default on any client

- g. Source must return to CPRFA its entire commission received on an clientl transaction that defaults within the first 4 payments. Such refund shall occur within 15 days of notice.
- h. For a period of three working days from the time CPRFA received the application, not submit the same application to any other entity or person.

Applications per Month

- Referral source envisions submitting ____ applications per month
- The average application representing \$_____.
- i. Allow on a deal by deal basis CPRFA to interface directly with the client.
- j. Assist CPRFA in obtaining a deposit for CPRFA if in CPRFA's determination such a deposit is required due to the size or complexity of the transaction.

CPRFA will:

- a. Use its best efforts to obtain funding from a lender for each client in a timely manner.
- b. Not intentionally sell its products and services to any client brought to CPRFA by said vendor.
- c. Provide the vendor with all documentation that must be signed in order for the transaction to be funded.

Furthermore

- a. This agreement shall remain in force for exactly 365 days from the date that it is signed and executed.
- b. This agreement shall be deemed to have been made and shall be construed in accordance with the laws of that State of Illinois. Any such suits or actions for breach or enforcement of this agreement shall be instituted and maintained in McHenry County, the State of Illinois.
- c. CPRFA is under no obligation to try and obtain or to obtain funding for any Referral and is not liable in any way should it be unable to obtain funding for any Referral.
- d. Both parties may, from time to time, become acquainted with or obtain knowledge of the others customers and lenders. Both parties agree that during the term of this Agreement and for a period of two years after termination, the Parties will not disclose such information to anyone unless required to do so by a court of law.
- e. Both parties agree to indemnify and hold each other harmless from and against any and all expenses, injury and damage, including reasonable attorney's fees resulting from the acts of their principals, employees, agents or representatives.
- f. Should CPRFA file a suit for the purpose of enforcing this Agreement, CPRFA shall be entitled to the costs of the suit and reasonable attorney's fees from Referral Source as may be awarded by the court.

Witness the signatures of the Parties as of the date first written above:

CPR Finance & Associates

Vendor_____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____