

INDEPENDENT CONSULTANT AGREEMENT

This Consultant Agreement is made and entered into this ____ day of _____, 20____, by and between The EBF Group Ltd. whose business address is 2477 Glenwood School Drive, Burlington, Ontario L7R 3R9 (“**EBF**”), and whose business address is _____ (“**Consultant**”).

1. **Term.** This Agreement will become effective on the date stated above and will continue in effect until terminated as provided hereinafter.
2. **Services.** Consultant agrees to solicit new prospective commercial clients for EBF, to provide EBF completed document packages for EBF’s evaluation and possible acceptance, in accordance with EBF’s instructions to Consultant and the terms and provisions of this Agreement.
3. **Performance.** Consultant will determine solely the method, details and means of performing the above-described services. Consultant may, at its expense, employ such assistants as Consultant deems necessary to perform the services and EBF will not control, direct or supervise Consultant assistants or employees in any manner.
4. **Compensation.** In consideration for the services to be performed by Consultant, EBF agrees to pay Consultant commissions as outlined in Appendix “A” of this agreement.

Payment shall be made at the beginning of each month for fees received and accrued during the previous calendar month. The Consultant fee above is subject to ALL of the following conditions:

- a) Consultant provides EBF with a written introduction to a prospective Client on a form furnished by EBF.
- b) Such Client has not previously submitted a written Application to EBF and/or has not previously factored accounts or been financed by EBF.
- c) As a direct result of “a” above, EBF and such Client both execute a Factoring or Financing Agreement.
- d) EBF purchases accounts or finances such Client (evidenced by issuance of payment/financing by EBF to or on behalf of the Client).
- e) Client remains in good standing. In the event that a client account goes into default, commissions will no longer be due or payable on that client account.

Initials _____

5. Consultants Obligations

- a) **Extent of Services.** Consultant will determine what amount of time Consultant devotes to the performance of the above described services. Consultant may represent, perform service for, and be employed by, such additional factors, clients, persons or companies as Consultant, in Consultant's sole discretion, sees fit.
- b) **Workers' Compensation.** Consultant agrees to provide workers' compensation insurance for Consultant's employees and agents, if required, and Consultant agrees to hold harmless and indemnify EBF from any and all claims arising out of any injury, disability or death of any of Consultant's employees or agents.
- c) **Liability Insurance.** The Consultant shall, in his sole discretion, determine the necessity of obtaining and/or maintaining a policy of insurance to cover any negligent acts committed by Consultant or Consultant's employees or agents during the performance of any duties under this Agreement.

6. **Independent Contractor.** Consultant is acting under this Agreement as an independent contractor and not as an employee or agent of EBF.

7. **Termination.** Notwithstanding anything herein to the contrary, either party may terminate this Agreement at anytime by giving thirty (30) days prior written notice to the other party; however, EBF's obligation to pay Consultant the percentage due of the gross factoring fees of all invoices which EBF collects previously provided by Consultant to EBF shall continue for the life of said account.

8. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant to EBF and contains all of the agreements between the parties with respect to the rendering of such service. Both parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf on any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

Initials _____

9. **Venue.** This Agreement shall be governed and construed in accordance with the laws of of the province of Ontario (notwithstanding conflict of law rules) and venue shall be proper only in the provincial courts located in Ontario.

Executed the day and year first above written at the city of Burlington, Ontario, (EBF), and city of _____, Province/State of _____ (Consultant).

EBF:

The EBF Group Ltd.

Mark Hall
President

CONSULTANT:

(Signature)

Print Name: _____

Telephone Number/s: _____

Fax Number: _____

Email: _____