



PRIME TIME Funding, Inc.

AGREEMENT BETWEEN FACTOR AND CONSULTANT

This Agreement is made and entered into on _____, by and between PRIME TIME Funding, Inc., whose business address is P.O. Box 70563, Reno, NV 89570-0563, ("Factor"), and _____, whose business address is _____, ("Consultant"), for Client, _____, only.

WITNESSETH:

WHEREAS, Factor provides certain services to its clients, including but not limited to, funding through the purchase of accounts receivable, bad debt cover, accounting, and/or administrative assistance; and

WHEREAS, Consultant represents commercial clients, some of whom may be in need of one or more services provided by Factor, and Consultant may from time to time find it in a Client's interest to utilize one or more of the Factor's services; and

WHEREAS, the parties desire to set out herein their agreement with respect to potential clients.

1. **Submission.** Consultant may, but shall not be required to, submit to Factor one or more clients of Consultant for evaluation and potential acceptance, in accordance with the terms and conditions of this Agreement.
2. **Compensation.** Factor will be obligated to pay Consultant six tenths percent (.6%) of the face amount of the accounts/invoices factored by the Client (the "Commission"), paid by the Factor directly to the Consultant in full, within 10 days of the first of the month. (If monthly commission due is less than \$25.00 Factor may elect to pay on a quarterly basis.) Compensation will be revised to 10.0% of 30 day rate if "discount schedule" is not 6% or revised at a later date. (Example: .06%/6%=10.0%) (Example: If 30 day rate is 5.5%, then 5.5% X 10.0% = .055% so commission would be .55% instead of .6%. If 30 day rate is 5%, then 5% X 10.0% = .5% instead of .6%, etc.)
3. **Recourse.** Consultant agrees to pay back or have deducted from current compensation all commissions on invoices that are not collected by Factor within 90 days.
4. **Performance.** Consultant does not represent and is not the agent of Factor and nothing in this agreement shall be construed as evidence of any fiduciary or agency relationship.
5. **Term.** This Agreement becomes effective on the date of execution hereof, shall remain in full force and effect thereafter, and shall not be affected by any lapse of time between the date hereof and the date on which Factor and client begin doing business or by the execution, termination, or replacement of any agreement between the Factor and any client except as described in #2 above.
6. **Factor/Client Agreement.** Should this Agreement or any agreement signed by the Client and the Consultant be inconsistent with any agreement executed hereafter between the Factor and the Client, it is understood and agreed that this Agreement shall be controlling.
7. **No Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Factor.
8. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to any Client submitted to Factor. Both parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or representative 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.

Executed the day and year first above written at the City of Reno, State of Nevada.

Print Name: _____
Witness _____

FACTOR:
PRIME TIME Funding, Inc.
By: _____

Print Name: _____
Witness _____

Print Name: Ronald M. Weber, President

CONSULTANT:

Print Name: _____
Witness _____

By: _____

Print Name: _____

Print Name: _____

Consultant SS#: _____

Witness _____

Company FED ID#: _____

Consultant Phone Numbers: _____ or _____
Number: _____

Consultant Fax

Factor Phone Numbers: Ron Weber, Phone 775-345-2785 Fax 775-345-2790 or Bob Neu Phone/Fax 775-829-1827

MAKE CHECK PAYABLE TO: _____

Brok202.doc/ron/Book#3 3/26/2004