

PROSPER SYSTEMS' NDNC & FEE AGREEMENT – SHORT VERSION

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Prosper Systems ("PS") and Named Party (together, "Parties") agree that for one year from the conclusion of a project together: any contacts, properties, plans and other business data that Parties share, that have not been previously discovered from other sources nor is Public Information, will be kept in confidence between the Parties; neither party shall use each other's information to compete with or circumvent the other, and only communicate with each's client when asked to; both will have their employees and contractors make similar agreements; termination only for cause or by mutual agreement, and outstanding compensation survives; any disputes will be decided in the appropriate court having jurisdiction over the current address of the defendant.

COMMISSIONS – shared EQUALLY among fully-active Brokers providing added value and clear communications (others are Referrers paid by their associated Brokers).

• For **LENDING**

Borrowers: about 3% of the amount of loan transaction selected by PS and/or co-Broker, less any *loan* fees paid PS.

Fee can be adjusted for loans larger than \$1M and \$10M on a sliding scale.

Assisting with preparation raises Borrower's fee proportionately, or is charged as a consultant on separate agreement.

PS has an exclusive to provide loan ,for 60 calendar days from receipt of full finance package.

PS has first call on any new loans, for which PS will provide acceptable term sheet

within 10 business days from transaction contract execution AND delivery of completed finance package to PS.

Lenders: non-pass-through Lender fees will be paid by Borrower, Agent and/or Consultant, up to 3% total ... OR ...

by separate agreement, such as 25% of fee for a warm client and up to equal shares with co-brokers.

- For **CONSULTING**, such as [development](#) and [project support](#), payment for introductions to clients will be based on our [Referral Schedule](#). Co-consulting will be negotiated separately.
- For **SALES**, such as income properties and businesses, if a commission is not included in the price, not disclosed or too low, there will be a markup of the seller's base price of about 5% for transactions under us\$25mm, sloping continuously to 0.5% at us\$1bn+.
- All **parties** work out with, agree and pay their non-co-brokering **REFERRERS** *separately*.
- All **parties** are **PAID** *separately* at closing, according to instructions given to the closing agent.
- Future **business** with PS clients is **PAYABLE** to PS "for life" (while all parties are maintaining their businesses).

Signature / Date

Kenton H Johnson, Founding Member
Prosper Systems, LLC
Kenton@ProsperSystems.biz
4860 Chambers Road, #48
Denver, CO 80239-5152 USA
302KentonJ (ph to all mobiles) / [ScheduleAcall.biz](#)
Social Media ID: KentonHJohnson

Text Msgs / Zoom ID: To Be Provided (TBP)
ProsperSystems.biz
FINANCEoptions.biz
LINKEDIN.KentonHJohnson.com
Colorado LLC
EIN: TBP on signature
INTRODUCTION.PSkhj.com (for Info & Referrals)

Signature / Date

(Complete OR paste in your info below in any order)

- | | |
|-----------------------|--|
| Name: | Other phone(s) / scheduling link): |
| Title: | Text Msgs (For notifications; Name, ID): |
| Company: | Social Media / Video (Name, ID): |
| Email: | Website(s): |
| Address: | Profile Link(s): |
| City, ST ZIP Country: | Jurisdiction incorporation: |
| Phone: | EIN: |

Complete, sign and return to Agreement@ProsperSystems.biz, preferably as a PDF; will return signed.

If **not** possible, copy completed AGREEMENT into an email to us with the statement, "I agree with the following Agreement."