

**PROSPER SYSTEMS' NDNC & FEE AGREEMENT – SHORT VERSION**

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We agree that for one year from the conclusion of a project together: any contacts, properties, plans and other business data that Prosper Systems ("PS") and named party ("Parties") will 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; 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 **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\$1bln+.
- For **LENDING**
  - Lenders:* the lender fee to be paid by borrower, agent and/or consultant, generally 1% ... OR ... by separate agreement, such as 25% of fee for a warm referral and up to 50% to co-brokers.
  - PS has first call on any loan for previous Referral, for which PS will provide acceptable term sheet within 10 business days from transaction contract execution AND delivery of full finance package to PS.
  - Borrowers:* if PS not paid by Lender, about 1% of the amount of any transaction performed by PS and/or Referred Loan Broker, less any referral fees from the Lender. Assisting with preparation raises Borrower's fee proportionately or is charged as a consultant.
- For **CONSULTING**, such as [development](#) and [project support](#), payment for introductions to clients will be based on our [Referral Schedule](#). Co-consulting will be as negotiated separately.
- Business with Referrals is **APPLICABLE** to the Referrer "for life" (while all parties are maintaining their businesses).
- All parties are **PAID separately** at closing, according to instructions given to the closing agent.

\_\_\_\_\_  
Signature / Date

Kenton H Johnson, Founding Member  
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Colorado LLC  
EIN: TB provided with Signature  
[INTRODUCTION.PSkhj.com](#)

\_\_\_\_\_  
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:

Other:

Complete, sign and return to [Agreement@ProsperSystems.biz](mailto: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."