

“PROOF OF FUNDS” BROKER FEE AGREEMENT & NCND

This agreement is made between the Parties, effective as of the signatory dates below, for the purpose of assisting each other, from time to time, in providing “Proof of Funds” accounts for third-parties seeking financial services for projects or business opportunities, (“Projects”).

Aster Capital, Inc. (“Aster”) agrees, to pay Broker a Success Fee on a per Project basis equal to 0.25% of the funds arranged under the Aster “Proof of Funds” program for third-parties introduced to Aster by Broker, payable within 3 business days after the Arrangement Fees due Aster for each Project are received by Aster. The 0.25% Success Fee will be charged by Aster as part of the Arrangement Fee to client and passed through to Broker. Broker may request that a different amount be included in the Aster Arrangement Fee, and if approved by Aster at its sole discretion, then that amount shall be paid as a Success Fee pursuant to this Agreement. Any discounts provided by Aster on Arrangement Fees for each project after the first month the account is opened shall be applied equally against any Success Fee due Broker.

The Parties agree not make any contact with, solicit or deal with, or be involved in contracts or in any transactions with regard to any source, lender, trust, investor, broker, client and/or equity partner, that the Parties introduce to each other, without the express written consent of the other Party. It is further agreed that the identities of any source, lender investor, trust, broker, client, and/or equity partner introduced by the Parties to each other, directly or indirectly, are currently and in the future, are the exclusive and sole property of the introducing Party and shall not be disclosed to any third party without the express written consent of the other Party.

Any disputes are subject to American Arbitration Association Commercial Arbitration, Dallas County, Texas, with damages, legal fees and costs payable by the other Party to the prevailing Party.

IN WITNESS WHEREOF, the parties have executed this agreement, effective as of the date of execution.

ASTER CAPITAL, INC.

_____ (“Broker”)

Signature

Signature

Warren E. Rosenfeld
Managing Director

Print Name

11700 Preston Road
Suite 660-383
Dallas, TX 75230

(Address)

wrosenfeld@astercapital.com

(e-mail)

214-265-1632 Tel.

(Tel.)

214-265-7506 Fax

(Fax)

Date: _____

Date: _____