

**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 arranging various financial resources for third-parties seeking financial services for projects or business opportunities, ("Projects").

Aster Capital, Inc. ("Aster") agrees to pay Broker a Success Fee equal to an amount agreed upon between the parties on a project-by-project basis. The Success Fee will be paid for third-parties introduced to Aster by Broker, payable within one (1) business day after the Arrangement Fees due Aster for each Project are received by Aster. The Success Fee will be charged by Aster as part of the Arrangement Fee charged to client, and passed through to Broker. 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.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, or convey any agency status to Broker. The obligations of Parties herein shall be effective in perpetuity from the date of execution of this Agreement. Broker may not assign this Agreement or any interests herein without Aster's express prior written consent. 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

5925 Tiburon Dr.  
Suite 100  
Plano, TX 75093

\_\_\_\_\_ (Address)

[wrosenfeld@astercapital.com](mailto:wrosenfeld@astercapital.com)

\_\_\_\_\_ (e-mail)

214-265-1632 Tel.

\_\_\_\_\_ (Tel.)

214-265-7506 Fax

\_\_\_\_\_ (Fax)

Date: \_\_\_\_\_

Date: \_\_\_\_\_