**CONSULTANT / BROKER**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

**FOR BG, SBLC, MTN PROVIDERS**

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We conduct a thorough Due Diligence on all Applications to Verify you meet our High Standards for Consideration of Acceptance.

Submission of this application does not guarantee acceptance.

**IMPORTANT: COMPLETE FORM & DELIVER INFORMATION ELECTRONICALLY IN PDF FORMAT TO:** Office@SecurePlatformFunding.com

1. **IMFPA – IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

CNBRK and SPF unconditionally agree to accept this IRREVOCABLE MASTER FEE PROTECTION AGREEMENT, hereinafter “IMFPA”, to pay the below listed and named Consultant CNBRK up to a maximum of 1% (One Percent) of any transaction completed with a real, authentic, genuine, BG, SBLC, MTN Issuer or Provider

This total percentage amount is to be paid for each and every tranche identified, including renewals, rolls and extensions or any further business between the BG, SBLC, MTN Issuer or Provider and SPF, their shareholders, heirs, assigns or trusts. All payments to the Consultant CNBRK are payable simultaneously with payment to CNBRK. Payments are to be allocated as instructed below among the Consultant named herein who complete the SPF Consultant Registration Agreement which is mandatory and essential for all Consultants.

This IMFPA shall be valid for the duration of 5 years between CNBRK and SPF, and any and all renewals, extensions, rollovers or any and all transactions forthcoming from this association and /or proprietary information revealed, including any addendums and all additional contracts of any kind between the principals. This IMFPA is a full recourse commercial agreement enforceable under the laws of Marshall Islands, which laws shall be the applicable laws governing the construction, performance, interpretation, execution, enforceability, validity and any other such matter(s) regarding this document.

With regards to the herein referenced transaction, the following WILL ACT FOR THE PROTECTED fees when a contract is fully executed and consummated under the terms and conditions mutually agreed between the CNBRK and SPF. This IMFPA is being issued at the sole responsibility of CNBRK for consideration of valuable services provided by the Consultant CNBRK to SPF.

CNBRK acting with full Legal Responsibility does now herewith agree and approve SPF to pay the Consultant listed below who is CNBRK and is Registered with SPF without delay, without legal impediment, or cost, regardless of any variations or conditions which may be agreed upon jointly by the CNBRK and SPF. Colored facsimile and/or e-mail attachments of copies of this document will serve as originals and shall be legally binding when signed.

It is fully understood, as stated in the Contract between CNBRK and SPF, that the contemplated commerce between them hereto, is absolutely confidential. The specific terms and conditions of the document shall be held as private, privileged and strictly Confidential by all parties named herein.

CNBRK and SPF agree that all disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the rules of the Arbitration Association in Nevis, by one or more Arbitrators appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable by law. CNBRK in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration unless decided otherwise by SPF. The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made.

CNBRK and SPF agree that this private transaction is exempt from the Securities Act and is not intended for the general public and all materials are for our “PRIVATE USE ONLY”. It is acknowledged by CNBRK that all negotiations, terms and conditions regarding this transaction and agreement are solely to be discussed and concluded between the principle parties CNBRK and SPF. Both principle parties are responsible for the ramifications of their own actions. CNBRK agrees that it is an NOT Advisors of any kind.

CNBRK and SPF agree that the Consultant listed in this agreement CNBRK is an independent contractor and all contemplated payments and/or disbursements hereunder are consulting fees or divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the CNBRK, SPF or the Consultant. All taxes, federal, state or other are the independent responsibility of each of the parties not the responsibility of CNBRK or SPF.

1. **NCND - NON-SOLICITATION, NON-CIRCUMVENTION, NON-DISCLOSURE, NON-DISPARAGEMENT AGREEMENT**

***PARTIES AND PURPOSE***

The undersigned are mutually desirous of doing business with respect to the arranging a financial transactionin cooperation with one another and with potential third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to Buyers, Financers and Sellers identity, their websites or any electronic information and data, letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, project plans and details, business and finance plans, financial and banking details or pre-advised payment instruments, and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary or broker or trader of any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the party or parties generating or without proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as ‘The Parties’) jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of the Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement that are in any way a component of what shall hereinafter be referred to as ‘The Project’ or ‘The Transaction’.

**NOW, THEREFORE, IT IS MUTUALLY AGREED**

**AGREEMENT NOT TO DEAL WITHOUT CONSENT**

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others’ interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal council, or to initiate and buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

**RELATIONSHIPS AND PREVIOUS RELATIONSHIPS**

If either Party has already established a previous relationship with the parties to a transaction or the contract introduced in the specific transaction, the Party with the previous relationship or transaction will immediately notify the other Parties by email or fax outlining the prior relationship and in that specific case, the Party with the previous relationship or transaction will be exempt from the non-circumvention clause of this Agreement. The other Party reserves it abilities and right to dispute the existence of prior relationship. Furthermore, The Parties agree that this Agreement shall not be construed to impede the development of normal day to day business relationships regardless of the existence of a pre-existing relationship on the part of either Party, such as, other direct sellers portfolios and including but not limited to lenders and other mortgage brokers.

**AGREEMENT NOT TO DISCLOSE**

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, consultants distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

**AGREEMENT TO HONOR COMMISSIONS**

The Commissions will be paid between the Parties to this agreement as agreed to for each separate and individual transaction which will be detailed in a separate written Agreement. Commissions shall be paid through the designated Pay Master at the close of the transaction. All Parties herein unconditionally agree and guarantee to honor and respect all such irrevocable fee agreements.

**AGREEMENT TO INFORM**

In the specific situation where CNBRK is acting as an agent of the parties to this agreement or a buyer’s representative and any associated parties to this the seller to deal directly with one another, said SPF in this agreement shall be informed of the subsequent development of all transactions between the buyer or the buyer’s representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer’s representative and/or the seller.

**NON DISPARAGEMENT**

CNBRK agrees to act with Privacy and Confidentiality by protecting the personal and professional reputation of SPF by agreeing that, neither it nor any of its Affiliates, employees, investors, family, friends or Associates will directly, indirectly or anonymously, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) including web sites, media, or social media, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, disparaging, critical of, or negative toward SPF or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives or any CNBRK party associated with any transaction being facilitated by SPF. In the event CNBRK breaches this Non Disparagement Clause, SPF is immediately and automatically to be awarded liquidated damages of €1,000,000 (One Million) EURO for each proven public disparaging statement and €500,000 (Five Hundred Thousand Dollars) EURO for each proven private disparaging statement and SPF will have the full legal right to immediately terminate any transactions that SPF has facilitated for or on behalf of CNBRK and pursue any and all legal remedies against CNBRK including court action to enforce this clause and collect any liquidated damages amounts owed by CNBRK. Nothing in this clause shall prevent any person from testifying when subpoenaed or required by law by a Government Agency.

**TERM**

This Agreement shall be for ten years commencing from the date of this Agreement. This Agreement may be renewed for an additional ten years, subject to and upon the terms and conditions mutually agreed between and among the signatories. The Parties agree not to make contact with, solicit, deal with, or otherwise to be involved in any transaction(s) with regard to source, contact, trust, strategic partner and/or any other entity that the other Party introduces to or discusses with the other Party for a period of 18 months after termination of this Agreement. The term may be extended automatically if the project is not closed during that time. This Agreement shall apply to: All transactions originated during the term of this Agreement; and all subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the terms of this Agreement. Each Transaction shall be registered by the parties or their representatives and a record maintained of Date, Party, project and results and sent to all parties as it changes. This agreement supersedes any prior agreement.

**INJUNCTIVE RELIEF AND PENALTIES**

The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to injunctive relief. Furthermore, any violation of this Agreement is enforceable by a penalty of actual damages, per incident and such penalty shall apply to any and all subsequent transactions with that source, contact, trust, client, strategic partner and/or other entity. This penalty shall survive the term of this Agreement and all extensions and rollovers.

**AGREEMENT NOT TO CIRCUMVENT**

The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

**ARBITRATION**

All disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the rules of the Arbitration Association Nevis, by one or more Arbitrators appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable by law. CNBRK in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made.

Each of Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any CNBRK adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, it's heirs assignees and/or assigns, for the total remuneration received as a result of business conducted with the Parties covered by this Agreement, plus, subject to the determination of the Arbitrator reasonable arbitration costs, legal expenses, and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved party, notwithstanding any other provisions of the awarded.

**FORCE MAJEURE**

Each of the Parties shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fire, floods, strikes and failure of third parties to perform their obligations to either Party. As a condition to the claim of no-liability the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause.

**AGREED AND ATTESTED**

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

For and on behalf of**CONSULTANT / BROKER (CNBRK)**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: President / CEO**

**Business Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_ Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Passport Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country of Issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Passport Issue Date: \_\_\_\_\_/\_\_\_\_/\_\_\_\_ Passport Expiration Date: \_\_\_\_\_/\_\_\_\_/\_\_\_\_\_**

For and on behalf of**SECURE PLATFORM FUNDING (SPF)**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **CONSULTANT / BROKER PASSPORT**
2. **CONSULTANT / BROKER COMPANY INCORPORATION CERTIFICATE**