

# Pronto Commercial Funding

## Service Request Addendum

This Agreement shall serve as an Addendum to the “Mutual Non-Circumvention and Non-Disclosure” Agreement previously entered into by and between \_\_\_\_\_ heretofore known as “the Broker” and Pronto Commercial Funding, heretofore known as “the Company”, theretofore known collectively as “the Parties”. This Agreement shall be in effect and enforceable for the full duration of eighteen months (18 months) from the date signed below.

The Parties acknowledge the existence and full legal effect of the “Mutual Non-Circumvention and Non-Disclosure” Agreement, which has been entered into in full faith by both the Broker and the Company. The Broker desires to employ the skills and services of the Company for the purpose of obtaining commercial financing for the following person or entity:

Name of Person(s) \_\_\_\_\_  
\_\_\_\_\_

AKA: (entity) \_\_\_\_\_

Project: (name) \_\_\_\_\_

Address: \_\_\_\_\_

The Parties agree as follows:

### Relationship Entered by Parties:

Broker is entering into this specific Service Request Addendum with the intent to \_\_\_\_ Co-Broker with the Company or \_\_\_\_ Refer this project to the Company (Check one and only one). Broker agrees that if Broker is entering into a Co-Broker relationship that Broker will be responsible for gathering and supplying all requested information and analysis to the Company in a timely manner, time of the essence. Broker agrees that if Broker is entering into a Referral relationship that Broker will not impede the gathering and supplying of all requested information and analysis by the Company.

### Broker Fee:

Upon successful funding of the proposed commercial financing for the Person(s), Entity, and Project stated above, the Broker will earn an origination fee of \_\_\_\_\_ bps of total net loan amount financed. Net loan amount is defined as the gross loan amount excluding any funding or loan fees incorporated as a part of the final loan amount. Said origination fee shall be paid to the Broker within 5 business days of receipt of funding proceeds of said loan by the Company. In the event that more than one round of funding is obtained for the Person(s), Entity, and Project stated above, it is understood that the Broker shall earn an origination fee of \_\_\_\_\_ bps for each round of funding obtained subject to the loan amount restrictions as previously outlined.

### Inclusion of Pre-Existing Agreement:

It is understood and agreed by both the Broker and the Company that the terms of the “Mutual Non-Circumvention and Non-Disclosure” Agreement which is currently in effect, govern the terms of this Addendum, except as this Addendum may change.

### Exclusivity Agreement:

It is understood that the Broker is entering into an agreement of exclusivity with regards to the skills and services requested of the Company for the specific Person, Entity and Project as named above.

Parties' Initials

\_\_\_\_\_

## Service Request Addendum (continued)

**Full Cooperation:**

The Broker agrees that it shall furnish to and not withhold from the Company all data, history, statistics, personal or company information, and any other information in its possession which may be deemed pertinent by the Company to successfully complete its task of arranging for commercial financing for the above named Person, Entity, and Project.

The Broker agrees that it shall not interfere or cause interference in the work process of the Company. The Broker agrees that any information obtained by the Company during the course of the work process is considered the exclusive proprietary information, property, and work product of the Company.

**Exclusion of Double Co-Brokering:**

Broker attests and agrees that it has firsthand knowledge of the above named Person, Entity, and Project and has not entered into any other referral or like agreement with any other broker, agent, or entity on behalf of the above listed Person, Entity, and Project.

**Ambiguity Related to Drafting-** The Broker and the Company agree that any ambiguity created by this document shall not be construed against the drafter of same.

**Duration of Agreement:**

In the event that the pre-existing "Mutual Non-Circumvention and Non-Disclosure" Agreement expires prior to the expiration of this Service Request Addendum, the Parties agree to abide by the Agreement previously entered therein until the full duration of this Addendum has expired.

**Severability-** If one or more of the provisions in this Addendum are deemed void by law, including, but not limited to, the covenant not to compete, then the remaining provisions will continue in full force and effect.

**Construction-** The language used in this Addendum will be deemed the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against either party.

**Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

**Methods of Delivery:** It is agreed by the Parties that signed facsimile or photo copies are accepted as original binding documents.

This Addendum and the included Agreement are entered into willfully by:

**The Broker (by signing you allege and admit full authority to act and sign for the Broker as one of its Principals):**

Name: \_\_\_\_\_ (Print) Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By: \_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

**The Company (signing for the Company shall be by a duly authorized Principal):**

Name: \_\_\_\_\_ (Printed) Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By: \_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

Parties' Initials

\_\_\_\_\_