

Khmer Business Alliance Inc.

**RETAINER AGREEMENT
INSTRUCTIONS**

THIS RETAINER AGREEMENT

dated at _____ and, _____
COMPANY: CITY / PROVINCE / COUNTRY CLIENT: CITY / PROVINCE / COUNTRY

this ____ day of _____, 20 ____.

BETWEEN:

Khmer Business Alliance Inc., hereby represented by

(“Secretary”) *Jennifer Phou* (“Phou”)

Conditions HEREINAFTER, the (“Consultant”)

-and-

Surname: _____ Name: _____

Address: _____

Tel: _____ Email: _____ Other: _____

Corporation: _____ Company: _____

Service Rendered: Business Personal IMM

Conditions HEREINAFTER, the (“Parties”)

Whereas, the **Parties** desire to retain **Consultant** services for the purpose of representing their personal or/and business interests related to matters including but not limited to, retention of financing, business plans, related business negotiations, or/and assists in immigrations matter(s).

In consideration of the mutual covenants and agreements herein and the sum of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the **Parties** agree as follows:

1. Services

Consultant will be providing various services, including but not limited to soliciting and attaining certain financing for you and any related corporations. Connecting **Parties** with the appropriate service provider sector in aiding you to achieve your goals. SOME and not ALL of the services listed may not apply or/and applicable to you the **Parties**.

Includes:

- Business Consultant
- Business Plan
- Businesses Management
- Business Development
- Business Financing
- Commercial Real Estate
- Commercial Financing
- Commercial Leasing
- Interior & Exterior Designs
- Leasehold & Equipment Financing
- Marketing & Advertisement
- Social Media & Website
- Personal Credit Consolidation
- Personal Mortgage/s Financing 1st & 2nd
- Personal Credit/s & Loans
- Accounting Personal & Business
- Legal Services Personal & Business
- Aiding Immigration Matter/s
- Khmer Society Fundraising Program
- Khmer Society Community & Social Services
- Khmer Heritage - Cultural Educations
- Khmer Skill Trade Program
- Khmer Food & Product & Supplies Retailer
- Local High School Graduate Co-op Programs

2. Fee

The summary of the costs of the work to be performed are as follows:

- Solicitation/retention of business financing---**\$2,500** to be received on execution of the agreement herein. This fee is **non-refundable** under any circumstance;

- Drafting of business plan for your business, if required (to be received upon request of the business plan) at service charge as follow:
 - \$2,500 fee for a business plan of \$100,000 estimate projection or less.
 - \$5,000 fee for business plan of \$100,000 to \$250,000 estimate projection.
 - \$7,500 fee for business plan of \$250,000 to \$500,000 estimate projection.
 - \$10,000 fee for business plan of \$500,000 to \$1,000,000 estimate projection.
 - Anything beyond and above will be negotiated in a separate contract.
- Service Fee of 2.5% of the gross personal credit Line, personal loan(s), personal mortgage(s) or/and business credit line(s), business loan(s) or commercial mortgage(s) funds to be received including any government lending program(s) to be paid within ten (10) days of the first draw of funds. For clarity, the two and half percent (2.5%) shall be calculated on the registered amount of the mortgage or maximum to be drawn under any business or personal loan, whether fixed, collateral or otherwise, of the mortgage.

3. Condition of Payment of Fees for Financing

_____ and _____ agree to work in good faith and work exclusively with **Consultant** for the retention of business financing and planning. Whether in the form of personal, commercial or business loan(s), mortgage(s), financing(s), or re-financing(s) secured or unsecured. _____ and _____ agree that during the term of this Agreement, _____ and _____ shall advise **Consultant** immediately of any source of financing (“Third Party Financing”) that they have obtained through any other source or person whatsoever, and that all Third Party Financing arrangements shall be completed through **Consultant** If _____ and _____ fail to notify **Consultant** during the term of this Agreement or a period of thirty (30) days following the expiration of this Agreement, of the proposed financing by a third party, _____ and _____ shall pay to **Consultant** the amount of 2.5% of the total amount obtained through the third party lender within Five (5) days of **Consultant’s** written demand therefor. For clarity, this provision shall apply to _____ and _____, jointly or severally.

4. Service Fees

Consultant shall not be responsible for any service, business or other type of fee charged by any service sector(s), lender or party providing financing to the _____ or _____.

5. Further Assurances

Parties further agree to execute any related consultant agreements and/or miscellaneous(s) commercial contract(s) provided to you by the **Consultant** upon their request. The commercial agreements shall be at all times reasonable and shall contain the terms upon which the **Parties** to the retainer agreement have verbally agreed upon. Should you fail to execute any of the aforementioned commercial agreement(s), **Consultant** shall be then in a position to mitigate their damages and offset their damages with said retainer fee.

6. Law

This agreement is governed by Ontario law.

7. Term

This agreement shall be effective for One (1) Year from the date executed by the **Parties**.

This agreement shall be in effect on _____ / _____ / _____ as executed by the **Parties**.
MM DD YY

By signing, I hereby accept the terms of this retainer agreement.

Print Name: _____

Signature: _____

Witness

Khmer Business Alliance Inc.
(Secretary) *Jennifer Phou*
4537 Hawthorne Road Ottawa ON K1G 3N4 Canada
Email: Khmer.Business.Alliance@gmail.com

Witness