



LENDING LOCATOR SERVICES AGREEMENT

If you require Line of Credit.AI (called “2705565” hereafter) to find you a lender, we charge a \$35,000 USD administrative fee.

This amount is deposited into a law firm’s escrow account. Once deposited, Line of Credit.AI will start looking for lenders that will fund the project.

Once qualified lenders have been identified, we (Line of Credit.AI) will introduce the lender(s) to the client. Upon our introduction, the Lending Locator Services Agreement is now complete.

If we can’t find an interested lender, we will refund the money to the client.



This Lending Locator Service Agreement (LLSA) is made and entered into this _____ day of _____, _____ by and between 2705565 Ontario Inc. an affiliate of Line of Credit.AI (called "2705565" hereafter) with offices in Toronto, Ontario, Canada with _____ (the "Client").

RECITALS

Whereas 2705565 has the ability to provide certain financial and other related services, and

Whereas, the Client, is interested in these and other services 2705565 may provide and is willing to compensate 2705565 for efforts on its behalf.

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. In return for 2705565's services, the Client agrees to pay 2705565 all fees described herein and listed on Fee Schedule Section 8 herein.
2. 2705565 services may include repackaging Client's loan/funding proposal to meet standards acceptable to targeted lending institutions at no additional cost to Client.
3. 2705565 agrees to provide to Client services associated with locating a qualified lender for their project. These services include identifying multiple lending institutions to target and approach to deliver Clients repackaged proposals and have discussions with lending personnel. 2705565 will make more than significant efforts in dealing with lending personnel to secure a potential lending source for Clients projects which may include Courtesy Deposits, a Financial Guarantee or other items.
4. Client agrees to provide timely access to accurate information and data needed for completion of 2705565 tasks, it being understood that the information provided to 2705565 may be confidential in nature, which 2705565 agrees only to disclose for the purpose of fulfilling 2705565 potential obligations under this agreement and not to disclose without permission of Client for any other reason. Materials may be presented by 2705565 to potential lending institutions.
5. **Non-Circumvention.** The Client and its associates, agents, employees and related parties expressly agree not to attempt, in any way or manner, to circumvent, alter or deny 2705565's policies and procedures relating to this program and its participants.
6. **Assignability.** This contract is not transferable or assignable.
7. **Confidentiality.** All information disclosed between the Parties shall be deemed confidential.
8. **Fee Schedule.** The client fee for 2705565 lender locator services is \$35,000 USD (thirty-five thousand dollars) due with the signing of this Agreement. Refund is available (see Section 16 herein). Client cost for CDs is 6% if needed and must be paid at closing. If no CDs are required in transaction Client agrees to pay a 4% success fee due to 2705565.
9. **Law, Venue, Jurisdiction.** The laws of the Province of Ontario shall govern this Agreement and all matters and issues related to such.



10. **Severability.** If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then, if necessary, second, severed from the remainder of the Agreement to allow the remainder of the Agreement to remain in full force and effect.

11. **Counterparts.** This Agreement may be executed in several counterparts, facsimile or emailed signatures are acceptable by all parties and all of such counterparts taken together shall be deemed one Agreement.

12. **Arbitration.** Although we do not expect that any dispute between parties will arise, in the event of any dispute under this Agreement, dispute(s) shall be determined by binding arbitration under the Commercial Arbitration Rules of the Canadian Arbitration Association by one arbitrator appointed in accordance with said rules. Any such Arbitration shall be held in Toronto, Ontario, Canada. The arbitrator shall have the discretion to order that the costs of arbitration, including fees, other costs and reasonable attorney's fees shall be borne by the losing party. By agreeing to this provision both Client and 2705565 waive the right to a trial by jury or to a judge. You may wish to seek the advice of independent counsel of your choosing before agreeing to this provision.

13. **Waiver of Breach.** The waiver by any party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach by any party.

14. **Term of Agreement.** This Agreement will be for a 180-day term expiring on the 181st day from 2705565 start date provided to Client, or when the Client receives funding.

15. **Expiration of this document.** This document will expire and be deemed a “no contract” or “worthless un-agreed upon matter” if Client does not execute in the signature space provided below and returns to 2705565 by 5:00 PM Eastern Standard Time _____, _____.

16. **Refund and Cancellation Policy.** Pursuant to the terms of this agreement Client will be entitled to a refund from the service fees paid, identified in Section 8 of this agreement if the Client does not meet a lender that is interested in funding their project. The refund will be issued less any banking and escrow fees incurred by the 3rd party law firm that receives the funds.

IN WITNESS WHEREOF, all parties must execute and date this Lending Locator Services Agreement as set forth in the appropriate spaces provided below.

Client

BY: _____ Date: _____

Print name: _____

For 2705565

BY: _____ Date: _____

Print name: _____

2705565



Instructions for 2705565 Fee Payments:

All 2705565 client funds are to be transferred according to the wiring instructions below:

**CLARK FARB FIKSEL LLP U.S. DOLLAR
TRUST ACCOUNT**

188 Avenue Road
Toronto, Ontario, Canada
M5R 2J1

Tel: (416) 599-7761 Ext 227
Fax: (416) 324-4223

Reply to Gary S.
Farb [Email:](mailto:garyfarb@fflaw.com)
garyfarb@fflaw.com

BANK NAME:	The Toronto-Dominion Bank, Toronto, Ontario, Canada Institution No.:004
BANK ADDRESS	TD Canada Trust 165 Avenue Road, Toronto, Ontario M5R 2H7
SWIFT CODE:	TDOMCATTOR
Sort CODE	Transit/Branch No.: 10402
ACCOUNT NAME	Clark Farb Fiksel LLP, Barristers and Solicitors
ACCT. NUMBER:	7304566
International Banking No	Not Applicable
BANKTELE & FAX NO.:	TD Canada Trust Sam Khwaja Branch Manager Phone: 416.944.4160 ext. 250 Fax: 416.925.4399 Email: Sam.khwaja@td.com
SPECIAL WIRE INSTRUCTIONS	EMAIL a notification immediately upon each transfer payment together with the transactions code: UPD-ELY-3M-15B-1860-ACAL-280720 to:
REQUIRED MESSAGE	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK. "All payments should be requested as same day, immediate delivery".

CONFIRMATION OF RECEIPT WILL BE SENT TO CLIENT



Rent a Rich Uncle Program

The client fee for the 2705565 lender locator services is \$35,000 USD (thirty five thousand dollars).

For 2705565 Ontario Inc. an affiliate of Line of Credit.AI

BY: _____ Date: _____

Print name: _____