

## SELLER SUPPORT AGREEMENT

THIS AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

### BETWEEN:

Khoja Consultants (Sole proprietorship)  
("Khoja")

- AND -

\_\_\_\_\_  
(the "Client" )

### BACKGROUND:

- A. Khoja and the Client (the "**Parties**") seek to enter into a mutually beneficial agreement wherein Khoja Consultants shall provide a Visa and certain travel amenities to the Client to facilitate Client's entry to Canada for the purpose of assisting the Client in evaluating opportunities to sell precious metals and gemstones (the "**Assets**"), and facilitating such sales ("**Sales**"), in exchange for a commission (Fees per item sold by the client to the buyer indefinitely or services offered indefinitely through Khoja Consultants) on such sales and entry.
- B. The Parties are agreeable to same on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Khoja and the Client (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services**

1) Khoja shall provide the following Services to the Client on an as-needed basis, as determined by Khoja:

a) Entrance facilitation, such as Visa and other required applications can be provided for fees paid upfront before booking for the client; and

b) Coordination and liaising between Client and potential purchasers.

c) Khoja is sponsoring a visa for the client into Canada to meet potential buyers for the Canadian market and will be the Client's exclusive provider for any sales conducted in this market after signing this contract. The Client shall pay Khoja the commission or fees, as defined herein, for any sales in Canada.

d) In the event of a rejection of a Canadian entry visa due to the Client's inability to meet the government's qualifications, the Client shall reimburse Khoja for any and all of its expenses incurred in relation to this Agreement.

2) Khoja may provide the following Services to the Client on an as-needed basis, for additional fees, which fees depend upon the exclusivity of the Services, as determined by Khoja, and are available upon request:

a) Travel accommodations;

Visa

Fees: \_\_\_\_\_

Plane tickets or private plane rental:

\_\_\_\_\_

Fees: \_\_\_\_\_

b) Tourist attractions and entertainment;

Services provided \_\_\_\_\_

Fees: \_\_\_\_\_

c) Celebrity appearances; and

Celebrity \_\_\_\_\_

Fees: \_\_\_\_\_

d) Security accommodations.

Number of security guards requested \_\_\_\_\_

Duration of trip (days) \_\_\_\_\_

Fees \_\_\_\_\_

e) Limousine rental:

Fees \_\_\_\_\_

f) Any other services requested by the client:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fees: \_\_\_\_\_

Client is responsible for any counter espionage security if deemed necessary by Khoja or the client. High profile targeting is happening all over the world currently and so counter espionage against emf weaponry is suggested by Khoja.

**Client's Obligations**

3) Client's responsibilities and/or obligations include:

- a) Meeting with buyers coordinated by Khoja and making best efforts to facilitate the sale of its Assets;
- b) Corresponding and cooperating with Khoja as required for the facilitation of travel;
- c) Corresponding and cooperating with Khoja as required for the facilitation of evaluation of sale opportunities;
- d) Payment of all fees related to import of goods for evaluation and/or purchase, including but not necessarily limited to import and export taxes;
- e) Payment of all fees related to this Agreement, including Services and their related fees as defined herein;

- f) Provision of any and all accurate documentation related to Assets upon request and in a timely basis;
- g) Reasonable availability of Client to facilitate Asset sales;
- h) Compliance with Canadian and International laws including but not necessarily limited to anti-money laundering laws, proceeds of crime laws, terrorist funding laws, and tax payments.
- i) Non-disclosure of sensitive information related to Khoja's business practices and contacts;
- j) Disclosure to Khoja of all information that may affect a sale of Assets or; and
- k) Payment of any agreed purchase price between Client and any seller(s). - Clients signing the contracts currently are sellers from all over the world. The buyers haven't signed a contract but have agreed to purchase the items.

**Term of Agreement**

- 4) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until either party provides 7 days' notice of termination.
- 5) Upon termination for any reason, Client shall immediately reimburse Khoja for all expenses incurred by Khoja related to this

agreement (the “**Expenses**”), including but not necessarily limited to travel and import costs, unless the Minimum Sale amounts are met, as defined herein. This includes any time spent by Khoja in the fulfillment of this agreement at a rate of \$250.00 per hour.

**Commissions**

6) For all Assets sold by the Client to anybody in Canada including any and all individuals, corporations, and other parties introduced to the Client by Khoja, the Client shall pay a commission of X% of the gross sales of such Assets (the “**Commission**”).

7) The Commission is due and payable to Khoja upon receipt of the sales proceeds for the sale of Assets by the Client.

8) Khoja shall receive payments from any purchasers of Assets, and shall remit the balance, after commissions, to the Client.

**Interest**

9) Any unpaid Commissions or Expenses shall incur 30% interest per annum from the date that they are due to be paid, calculated and compounding on a monthly basis (2.5% per month).

**Minimum Sale**

10) For the purposes of this Agreement, Minimum Sales shall mean at least \$ [redacted] in gross sales of the Client’s Assets for which Khoja will receive its Commission on.

11) The following is an example of a commission structure, for illustrative purposes:

- a) Seller selling price \_\_\_\_\_
- b) Khoja consultants seller side commission \_\_\_\_\_
- c) Delivery commission for salesman from seller or delivery man \_\_\_\_\_
- d) All sales above sellers requested selling price will be considered fees or commission for Khoja consultants.

Total for the client from Khoja after sales of goods:

\_\_\_\_\_

**Capacity**

12) Parties acknowledge that this Agreement does not create a partnership or joint venture.

**Indemnification**

13) Client will indemnify and hold harmless Khoja, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount which result from or arise out of the Client’s participation in this Agreement. This indemnification will survive the termination of this Agreement.

**Limitation of Liability**

14) It is understood and agreed that Khoja will not be liable to the Client or any agent or associate of the Client for any mistake or error in judgment or for any act or omission done in good faith and believed to be within

the scope of authority conferred or implied by this Agreement.

**Exclusivity**

15) Entering Canada on a Visa sponsored by Khoja will require the Client to conduct business in Canada exclusively with Khoja, and no other intermediary. All sales in Canada shall give rise to a commission to Khoja. Any other business conducted must be done on a separate visa. Client is responsible for coming into Canada with assets, and leaving the country on their own. Any expenses that may result from the Clients or their affiliates not leaving the country within the limits of Canadian law are the responsibility of the Client.

**Non-Competition**

16) Client covenants and agrees that, during the term of this Agreement and for a period of five-years after its termination for any reason, it will not (without the prior written consent of Khoja), directly or indirectly, in any manner whatsoever, including without limitation either individually or in partnership or jointly, or in conjunction with any other Person or Persons, firm, association, syndicate, company or corporation, as principal, agent, shareholder, employee or in any other manner whatsoever, attempt to sell, or assist or facilitate a sale of, Assets to any party in Canada or introduced to the Client by Khoja. **Product Details**

17) Below is a list of all details of products to be imported, including quantity, price, purity, carat, refinery stamps (brand), registration numbers, cut (if diamonds) and every other relevant details. Client is to

attach pictures before signing this Agreement.

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18) As well, the following additional documents must be attached to this agreement or brought with assets and provided when requested, as applicable:

- a) Certificate of Origin
- b) Certificate of Ownership
- c) Certificate of non criminality
- d) Certificate of Insurance
- e) Certificate of Assay
- f) Commercial Invoice
- g) Certificate of Export
- h) Certificate of Import

**Reasonableness**

19) The Parties agree that all restrictions in this Agreement are necessary and fundamental to the protection of the respective businesses of the Parties and are reasonable and valid. All defences to the

strict enforcement of this Agreement against the Parties are hereby waived.

### **Dispute Resolution**

20) If the Parties cannot resolve any disputes related to this Agreement, then any disputes may be resolved only by a court having jurisdiction within the Province of Ontario.

### **Modification of Agreement**

21) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Assignment**

22) The Client will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of Khoja.

### **Entire Agreement**

23) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

24) This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **Counterparts**

25) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, emailed or faxed form and the Parties adopt any signatures received as original signatures of the Parties.

### **Titles/Headings**

26) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

27) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

28) It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

29) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

30) The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Khoja Consultants**

Per: \_\_\_\_\_  
*I have authority to bind this Corporation*

**Client**

Per: \_\_\_\_\_  
*I have authority to bind this Corporation*