Client Engagement Agreement

This Client Engagement Agreement (“Agreement”) is between

**MLM Business Development Ltd** – Reg. Nr. – **177706** (Facilitating Consultancy hereinafter “MLMBD”) with Address: 23, Labourdonnais Street, Port-Louis, Republic of Mauritius. Represented by Aslam Lallmahomed with passport number: MUS 1754486.

And

Xxxxxx **(Pty) Ltd** (hereinafter “Client”) – Registration Number – xxxxxxxx with Address: xxxxxxxx Avenue,xxxx, xxxxxxx. Represented by Xxxxxx with passport number: xxxxxxxx and ID Number: xxxxxxxxxxxx

**RECITALS**

WHEREAS, MLMBD is engaged in the business of, *inter alia*, providing specialist finance originator facilitation services which includes, but is not limited to, assisting companies or individuals with obtaining project or other financing and business consulting services (“Services”); and

WHEREAS, the Client desires to engage the services of MLMBD to provide such Services in accordance with the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, MLMBD and the Client hereby agree as follows:

1. **INTERPRETATIONS/DEFINITIONS**
	1. “affiliate” of a party means any persons controlled by, controlling or under common control with such party.
	2. "Business Plan" means the business plan of the Client as prepared by the Client, MLMBD or an affiliate of MLMBD which incurs extra fees should MLMBD engaged to complete it.
	3. “Financial Commitment to Fund” means the letter of commitment from the Lender which indicates its intent to lend funds to the Client.
	4. “Lender” or “Funder” means third party funding organization with whom the loan agreement is signed with client and who is MLMBD’s proprietary network and valuable relationships.

* 1. “Severability.” In the event that any provision or any portion of any provision contained in this Agreement is unenforceable, the remaining provisions and, in the event that a portion of any provision is unenforceable, the remaining portion of such provision shall nevertheless be carried into effect.
1. **MLMBD SERVICES**

* 1. MLMBD will evaluate the Client’s project based on the Client’s brief of his/her project. ONE “Client Information Pack” MUST be completed per project;

* 1. In order for MLMBD to evaluate the project, the Client MUST complete the “Client Information Pack”, which shall include, but not be limited to:
		1. Project Finance Checklist;
		2. Letter of Interest (LOI) expressing the Clients desire for project funding, the
		3. FICA requirements – e.g. proof of address, colour copy of passport;
		4. Detailed Business Plan;
		5. Company Registration Documents;
		6. Latest Financial Statements for last 2 years (if existing business);
		7. Supporting documents (Licenses, Deeds, Offer to Purchase, Environmental Impact, IRS, RES, Feasibility Study, etc.);
		8. Client Information Summary (CIS);
		9. Client Engagement Agreement;
		10. Corporate Resolution;
		11. Project Finance Inquiry Form
	2. MLMBD will submit to its funders the completed “Client Information Pack” ONLY after MLMBD is in agreement that the project is indeed potentially fundable and that the Client has provided MLMBD with all required documentation.
	3. MLMBD facilitates the project funding request with its funders and the Client agrees that MLMBD requires as much correct and well-presented information as possible.
	4. Upon MLMBD’s receipt of an expression of interest in the project by one of its funders, MLMBD will send the Client a Conditional Letter of Interest.
	5. MLMBD recommends that Client obtain legal and financial counsel in coordinating efforts to achieve timely and efficient documentation and closing of the financing.
1. **CLIENT RESPONSIBILITIES**

3.1 Accuracy of Data - The Client shall furnish to MLMBD such information with respect to the Client’s financing needs in the Client's possession for the purpose of obtaining a financial commitment as MLMBD may reasonably request in order to render its services effectively. The Client represents to the best of its knowledge that all information furnished by it to MLMBD will be materially accurate and complete. The submission of false information shall halt any and all provision of funding at the Lender(s) or MLMBD’s discretion.

3.2 Timeliness – Client agrees to submit all data required by MLMBD in a timely manner allowing sufficient time for MLMBD to provide the relevant services pursuant to this Agreement, but in no event shall Client deliver or cause to have delivered to MLMBD the relevant data later than any agreed deadline, report date or expected delivery date.

3.3 Data Format – Client agrees to submit all data in a compatible electronic format as designated by MLMBD from time to time, and the nature, content, timing and appearance thereof shall be acceptable to MLMBD, as reasonably determined by MLMBD. MLMBD will rely on the data provided by Client or Client’s representatives without any cross-checking or verification. MLMBD will not have any obligation to determine whether data received is inaccurate or incomplete. MLMBD will not warrant the correctness of data supplied by Client or third parties, nor will MLMBD be responsible for data not provided in a timely manner.

3.4 Project Distributions – Client agrees to inform MLMBD when distributions are to be made if its funder communicates directly with the Client, including determinations for withdrawals/milestones, and for obtaining execution of appropriate documentation such as distribution forms, loans documents and the like.

3.5 Change of Information – Client agrees to provide written notice to MLMBD should there be a material change in its business which includes, but is not limited to, any mergers, acquisitions, or other business combinations.

3.6 Credit Check and Due Diligence – Client agrees to MLMBD checking the credit rating of the Client to assess the Client’s credit worthiness.

1. **ADDITIONAL RESPONSIBILITIES**

4.3.1 MLMBD facilitates funding or banking instruments using funding partners which are third party providers assisting clients by doing various consulting work and collateral sourcing and there is no guarantee given express or implied that finance will be granted or that either the client or the investor will perform.

4.3.2 MLMBD is not a licensed securities' broker, securities' dealer, securities' advisor, and is not licensed by any banking or insurance commission in any jurisdiction and no warranty or guarantee is given express or implied.

4.3.3 Any monies paid for the provision of services, travel / accommodation costs, professional fees and consulting fees are deemed as sunk costs and are not reclaimable under any circumstances by the Client.

1. **THIRD PARTY VENDORS AND ADVISORS**

Upon the execution of this Agreement, the Client agrees to engage Client’s own legal firm and accounting firm, for the legal/financial and structuring advice in connection with the loan transaction which is the subject matter of this Agreement. Client uses own legal advisor based on own decision and responsibility to complete the transaction timeously and under the advice of their attorneys or financial advisors. MLMBD does NOT provide and has not provided any legal or financial advice and Client accepts full responsibility of obtaining any and all legal or financial advice through Clients own third party advisors.

1. **CONFIDENTIALITY AND DATA RETENTION**

6.1 MLMBD shall hold all information relating to the Client’s project as strictly confidential and not disclose such information to any third party except to Lender(s) and/or their agents for the purpose of effecting the loan transaction which is the subject matter of this Agreement. However, Confidential Information shall not include (a) any information in the public domain otherwise than the breach of this Agreement; (b) information in the possession of the receiving party before divulgence aforesaid, and which was not obtained under any obligation of confidentiality; (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality; and (d) information required to be disclosed by laws of Mauritius, a judicial order or the rules of a recognised stock exchange.

6.2 MLMBD acknowledges that all data provided by Client or obtained by MLMBD pursuant to this Agreement will be and remain the property of Client. MLMBD’s records retention policy is to destroy or discard any records in its possession five (5) years after the date of receipt of such records. MLMBD will not be obligated to notify Client further regarding its records retention policy or scheduled destruction or discarding of documents.

1. **NON-CIRCUMVENTION**

7.1 During the effectiveness of this Agreement, the Client shall not at any time circumvent MLMBD by contacting the Lender(s) or their agent(s), directly or indirectly, with regard to the financing transaction which is the subject matter of this Agreement, or for any other financing requirements, whether or not related to the Project.

7.2 In the event that Client breaches Clause 7.1 above, MLMBD shall be entitled to immediately terminate this Agreement and request the full balance of the outstanding fees be paid pursuant to the terms of this Agreement. The fees are be determined as if MLMBD was the facilitator and the actual amounts advanced by an investor or funder will incur same fees as stipulated above and are payable directly to MLMBD under all circumstances and permutations.

1. **LIABILITY, INDEMNIFICATION AND NON-SOLICITATION**

8.1 Notwithstanding any other provisions of this Agreement, neither MLMBD nor any of its officers, directors, employees, agents or other affiliates (collectively, “Related Parties”) shall be subject to any liability to the Client or to any other persons, firm or organization, for any act or omission of MLMBD, or any of its Related Parties, in the course of the performance of this Agreement or otherwise except with respect to actions or omissions of MLMBD arising from fraud, gross negligence or wilful misconduct in connection with the services to be provided under this Agreement. Inadvertent or good faith clerical errors promptly corrected after discovery are excluded from the definition of gross negligence.

8.2 The Client shall indemnify and hold harmless MLMBD, its respective directors, officer, and employees and its affiliates and each of the persons, if any, controlling MLMBD or any of its affiliates, to the full extent lawful, from and against all claims, demands, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims") related to or arising from the engagement hereunder, provided that this Clause 8 shall not apply to any Claims related to or arising from MLMBD’s gross negligence, bad faith, willful misconduct, breach of the provisions of this agreement, or actions outside of the scope of this Agreement.

8.3 MLMBD hereby indemnifies the Client and agrees to hold the Client harmless from all losses, costs, liabilities, damages and expenses actually incurred by the Client and arising out of acts or omissions of MLMBD that shall be found to constitute fraud, gross negligence or wilful misconduct with respect to the services to be performed under this Agreement. Notwithstanding the foregoing, MLMBD’s liability to the Client hereunder shall be limited to the aggregate amount of fees actually paid to MLMBD during the application year such acts or omissions occurred hereunder, to the extent such limitation of damages shall be enforceable under applicable law.

8.4 Client hereby agrees that all information received from MLMBD is in direct response to Client’s request, and is not in any way considered or intended to be a solicitation of any sort, or any type of offering, and is for Client’s general knowledge only. The Client, as authorized signatory, do hereby confirm that the Client has requested of MLMBD and their representatives, specific confidential information and documentation on behalf of the Client regarding currently available Investment and Funding Programs to serve only the Client’s interest, and education.

8.5 Client hereby represents that Client is not an informant, nor is associated with any government agency of the United States of any country, including the Secret Service, National Intelligence Agency, National Futures Association (NFA), Commodity Futures Trading Commission (CFTC), Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission (SEC), Banking Commission, or any other agency whose purpose is to gather information regarding such offerings. Further, the Client hereby declares that MLMBD, have disclosed that MLMBD is not a licensed securities trader, NFA licensed broker, attorney, bank officer, certified public accountant or financial planner.

8.6 The Client hereby agrees that any information, work or service conducted by the MLMBD as referring party, is understood to be that of a private individual/consultant or consulting organisation, and all decisions that are made must be strictly dependent upon the information received from the third-party providers, not the introducing parties. In addition, I agree that there is no liability incurred by the introducing parties, and all decisions should be based upon the discussions with the Client’s own financial and legal advisors about the prospective opportunity.

8.7 The Client irrevocably agrees that the Client shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by MLMBD to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of MLMBD providing such information.

1. **TERM OF THE AGREEMENT**

9.1 This Agreement is effective as of the date indicated below and shall continue thereafter until terminated by either party providing notice as hereinafter stated.

9.2 This Agreement may be terminated either by the Client or MLMBD, by written notice given to the other party or parties, effective 90 days after receipt of such notice. Client shall remain liable for any accrued but unpaid compensation due to MLMBD.

9.3 The provisions of Clause 8, and any representation or warranty made in this Agreement, shall survive the termination of this Agreement.

1. **NOTICES**

All notices, directions, instructions, acknowledgements or other communications required or contemplated by this Agreement shall be in writing, and shall be given to the respective party at their last known business address. Notices to the Client shall be sent to the attention of the persons who are from time to time designated by the Client. MLMBD may continue to rely upon notices and information received from such person and such person’s authority to act on behalf of Client until it receives notice from the Client to the contrary. Absent any designation, any notices shall be sent to the chief executive officer of client, at MLMBD’s election.

1. **MISCELLANEOUS**

11.1 Force Majeure – Notwithstanding any other provisions of this Agreement, MLMBD shall not be liable for, nor shall MLMBD be considered in breach of this Agreement due to any failure to perform their respective obligations under this Agreement as a result of a cause beyond their control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulations, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labour problem, or unavailability of supplies, whether similar or dissimilar to any of the foregoing, which could not have been prevented by either of them with reasonable care.

11.2 Headings – The headings of sections herein are included solely for convenience and shall have no affect on the meaning of this Agreement.

11.3 Severability – If any provisions of this Agreement is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

11.4 Modification and Waiver – This Agreement may not be amended, modified or waived in any respect without the prior written agreement of MLMBD and Client.

11.5 No third-party beneficiaries – This Agreement is between Client and MLMBD, and neither this Agreement nor the performance of the services nor the relationship among Client and MLMBD will create any rights in any third parties.

11.6 Assignability – Neither party to this Agreement shall be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other party, such consent which will not be unreasonably withheld.

11.7 Applicable law – This Agreement will be deemed to have been entered into in the country of the Republic of Mauritius and regulated by INTERNATIONAL CHAMBER OF COMMERCE (ICC) Paris, France the latest edition and their respective NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT and all duties, obligations and rights hereunder will be governed by the laws of the country of the Republic of Mauritius. The ICC rules shall apply to this transaction for a period of five (5) years from the date of execution of this agreement by the undersigned, his/her assigns, agents, and/or heirs. This NC/ND also applies to any and all other transactions direct or indirect.

11.8 Entire Agreement - This Agreement and the Schedule contains the entire Agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all previous oral or written negotiations, commitments and understandings related thereto. No representations, promises, conditions or agreement with reference to the execution of this document have been made or entered into between the parties other than as herein expressly provided.

11.9 Binding Agreement - This Agreement shall be binding upon the parties and their respective associates, affiliates, successors, and permitted assigns and shall include all subsidiaries thereof, successor companies, affiliated companies and officers or owners of said companies, all herein referred to as the Client.

11.10 During the term of this Agreement, neither party will not enter into any agreement with a third party that will jeopardize the final outcome of this agreement.

11.11 All parties agree hereto that no oral or verbal representations have been made whatsoever between the parties herein regarding the term, conditions and intent of this agreement, other than what is written in the agreement with the investor.

11.12 Client is prohibited from transferring, conveying, or assigning any of its rights, title, or interest in this agreement without first obtaining the express approval of MLMBD, which agrees that such approval will not be unreasonably withheld.

11.13 MLMBD has not provided any financial or legal advice and the responsibility remains completely the clients. In the event that any disputes arise between the parties under this Letter, all parties irrevocably agree to have such dispute settled by binding Arbitration.

11.14 Client agrees and accepts that the contract with the investor and the particulars thereto and engagement of the parties hereto are approximate and borrower will make no reliance(s) whatsoever on the above until such time that a final and/or formal letter of commitment and/or formal legal loan contract is issued and signed by all parties. MLMBD is only a facilitator between client and investor or funder.

11.15 There will be no changes, alterations, amendments or adjustments to this document of any kind as none are permitted and the particulars stated herein are non-negotiable, unless signed off by a senior officer of MLMBD, and the lender/investor.

11.16 RIGHT TO ADVERTISE: Borrower and/or their assigns acknowledge and approve MLMBD’s right to advertise the approved funding without notice or approval by Client and/or their assigns.

**Electronic Signature is valid and accepted as hand signature**

Agreed and accepted by **MLMBD:**

Date:

Place: Port Louis, Mauritius ……………………………………………………………….

 **ASLAM LALLMAHOMED**

 **MLM BUSINESS DEVELOPMENT LTD**

 **Chairman / CEO**

 **Passport No.: MUS 1754486**

who warrants his authority

Agreed and accepted by **CLIENT**:

Date: 2022

Place: ………………………………………………………………..

 **Passport No.:**

who warrants his authority

……………………………………….. ………………………………………….

AS WITNESS AS WITNESS

**END OF DOCUMENT**