

Submit signed copy to: immigration@MrTaxes.ca

MEMORANDUM OF UNDERSTANDING

Between the Parties herein named:

Robert Stone, President and CEO
MrTaxes.ca Inc. (Federal Canadian Corporation) and related companies, Appendix “A”,

All above collectively referred to as the “MrT Group”
Registered address of service for all companies at:
200 – 375 Water Street
Vancouver BC V6B 0M9

and

Name: _____ ICCRC Lic#: _____

Company Name: _____

Address: _____

City: _____ Pr.: _____ PC: _____

Phone: _____ Skype: _____

Email: _____

This Memorandum of Understanding dated this ____ day of _____, 2019 is by and between the above parties.

PURPOSE:

This Memorandum of Understanding is to summarize and establish a working relationship, the business structure and overview of responsibility of a joint venture to facilitate the business relationship between the parties.

While this letter summarizes the basis upon which the MrT Group and other named parties discuss committing to a binding contract, there are no existing contracts or commitments between the parties. This letter constitutes a legal agreement when signed by both parties. It is the mutual intention of the parties to negotiate a legally binding, enforceable agreement (the “Agreement”) setting out in detail the terms and conditions of the proposed business relationship.

WHEREAS:

A.	Business Concept	MrT Group will present and facilitate business opportunities for the named licensed ICCRC consultant.
B.	Corporate, Financial and Revenue Structure	<p>MrT Group of companies are itemized in “Appendix A” and all operate as legal entities in Canada. The other party is listed above as either an individual or a corporation. MrT Group shall pay the other party a 10% referral fee for MrT group owned businesses on receipt of funds closing the sale of the business for any buyer who is presented through our website referral form, written referral and or other accepted means of referral by the MrT Group as amended by agreement between the parties from time to time.</p> <p>A 5% referral fee on any business closed on companies represented by the MrT Group of companies that they introduce to the immigration consultant with the receipt of funds by the represented company for any buyer who is presented through our website referral form, written referral and or other accepted means of referral by the MrT Group as amended by agreement between the parties from time to time.</p>
C.	Competition and Exclusivities	Both parties shall not compete with either parties’ current business operations.
D.	Setup Costs and fees	All parties shall bear their own costs for any legal, accounting and other consulting services to execute their respective obligations as part of this agreement.
E.	Effective Date	The effective date for this agreement shall take effect upon the final signature of both parties and return of original copy with signature by the second signing party.
F.	Parties and addresses	As per above. Home addresses for directors may be obtained through federal corporate registrations.
G.	Role of Immigration Consultant	To provide applicants for the MrT Group of companies and clients and to facilitate the safe and expedient immigration process for said clients to Canada.
H.	Roles of MrT Group	<p>To present valid business opportunities for the immigration consultants’ client and that meet their clients budget, skills, requirements and suitability.</p> <p>To provide the immigration consultant with marketing materials branded for personal and/or their company and to be available by phone and/or skype for their potential clients.</p> <p>To provide webinars for potential clients to introduce them to the opportunities presented by MrT Group.</p> <p>To provide copies of the following upon signing of this agreement for MrTaxes.ca Franchising Inc.:</p> <ol style="list-style-type: none"> a. Franchise Application b. Franchise Disclosure Document c. Franchise Agreement d. Franchise Business Plan

I.	Due Diligence	Both parties shall allow either party access either personally or through their respective legal counsel, access to any and all documents that are party to and that may affect the terms of this agreement.
J.	Continued Operation of Business	From the date of this letter to the earliest of the date of (i) the abandonment of the transaction by the parties; or (ii) the Closing Date; or (iii) any earlier agreed closing date, the parties, in the ordinary course of business, carry on their respective businesses and maintain and preserve the assets related to the respective businesses that are party to this agreement.
K.	Confidentiality	All parties shall maintain strict confidentiality other than to the professional advisors of the respective parties without the prior written consent of both parties to this agreement.
L.	Intellectual Property	All intellectual property remains the exclusive property of the respective parties unless otherwise stated in writing.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants and agreements, herein set forth, the parties hereto agree as follows:

REPRESENTATIONS AND WARRANTIES

Both parties represent that they have warrants that all entities are free and clear of any and all liens, charges, or encumbrances of any kind and they are not subject to any right, claim or interest of any other person; it is a company duly incorporated and validly subsisting and is in good standing under the respective corporate and business registries and that he has full power and authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein except where regulatory approval is required;

GENERAL

1. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.
2. The recitals set out at the beginning of this Agreement form part of this Agreement.
3. This Agreement may only be changed by an agreement in writing, duly executed by the party or parties against which enforcement, waiver, change, modification or discharge is sought.
4. Time shall be of the essence of this Agreement.
5. Upon the written request of either of the parties hereto, the other party agrees to furnish such additional further assurances or documents as may be reasonably necessary to carry out the intent, purposes and terms of this Agreement.
6. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and legal representatives.

7. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

8. Waiver of any provisions herein by any party hereto shall not be construed as a waiver of any other provisions or terms of this Agreement.

9. This Agreement may be executed in counterparts each of which may be delivered by facsimile. Each executed counterpart shall be deemed to be an original and all such counterparts when read together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

_____, _____, _____, _____
Signature, MrT Group Robert Stone, President Company Date

_____, _____, _____, _____
Authorized Signature Name Company Date

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Appendix “A”

Companies party to the agreement:

MrT Group:

MrT Ventures Inc. (BC Provincial Corporation) Robert Stone 100%

MrTaxes.ca Inc. (Federal Corporation), Robert Stone 100%

MrTaxes.ca Franchising Inc. (Federal Corporation), Robert Stone 100%

MrInsurance.ca Inc. (Federal Corporation), Robert Stone 100%

MrInvestments.ca Canada Inc. (Federal Corporation), Michelle Lau 100%

World Tax Group Inc. – Non-Active (Federal Corporation), Robert Stone 100%

World Mortgage Group Inc. – Non-Active (Federal Corporation), Robert Stone 100%

Related IP including but not limited to trademarks, phone numbers, domains, software and client lists.

Current Available Opportunities:

MrTaxes.ca Franchising Inc. – Financial Services Franchise either new and/or existing Canadian Corporation.

Indige Health Inc. – Majority First Nations ownership operating private medical imaging and surgery centers on reserve land. This operation enjoys inherent tax rights. Must maintain 51% First Nations ownership. Up to 35% available for accredited investors.