



Panama Offshore Legal Services

PTY 296, P.O. Box 0832-7245, WTC, Panama City, Rep. Of Panama
Ave. Ricardo J. Alfaro, Sun Towers #39
Panama City, Republic of Panama

RE-SELLER AGREEMENT FOR PROFESSIONAL CLIENTS

The following Re-Seller Agreement (hereinafter "Agreement") entered into the ____ day of _____, 200__, by and between Panama Offshore Legal Services, a Panamanian civil corporation, duly authorized and licensed to practice the profession of law in the Republic of Panama, and its holding company, Panama Offshore Services International, Inc., a Panamanian corporation (hereinafter "FIRM") and

_____, of _____, being represented by _____ (hereinafter "CLIENT").

RECITALS

- (a) FIRM is a law firm engaged in the business of providing all types of legal services in the Republic of Panama.
- (b) The CLIENT, wishes to re-sell the services of the FIRM, and desires to form a Professional Services Client relationship with the FIRM.
- (c) The FIRM wishes to expand its business and desires to sell its services to the CLIENT and/or to the clients of the CLIENT.
- (d) THEREFORE, the CLIENT hereby engages the services of the FIRM, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. Term

- (a) This agreement shall commence on the date of signature of the present Agreement and shall continue for an indefinite period or until terminated by either party pursuant to Section 12 (below).

2. Services & Terms of Services

- (a) The FIRM shall form corporations and private interest foundations as the resident agent, for the benefit of the CLIENT or the clients of the CLIENT (herein "SUB-CLIENTS").
- (b) The CLIENT shall observe all FIRM's policies and directives promulgated from time to time by FIRM's Board of Directors or Officers.
- (c) The FIRM renders services to the CLIENT subject to the terms and conditions reflected in these regulations, which may be amended from time to time by the FIRM, and these regulations and their amendments are hereby incorporated by reference into all agreements for the rendering of services entered into between the FIRM and the CLIENT, and all services rendered and products delivered by the FIRM, to the CLIENT, shall be deemed to be rendered and delivered subject to the terms and conditions contained in these regulations.
- (d) The FIRM may, without responsibility to the CLIENT, refuse to accept instructions and/or refuse to perform any service requested if it considers the performance of such service to be inconsistent with its own standards of conduct, in the exclusive judgment of the FIRM. In such case, the FIRM shall inform the CLIENT of the position and take steps to procure the appointment of substitute agents designated by the CLIENT; being understood that the FIRM shall not be obligated to take any actions or incur any expenses or liabilities.
- (e) Neither the FIRM nor the persons designated by the FIRM to act as nominee directors, nominee officers, nominee subscribers, nominee signatories or nominee shareholders (herein the "NOMINEES") shall assume obligations and/or be responsible for managing the business of the CLIENT's or SUB-CLIENTS corporations, foundations or entities (herein "ENTITIES") that have been entrusted to them. For such purposes the FIRM and its NOMINEES shall appoint the shareholders (either through bearer share certificates, or share certificates issued to the name of the CLIENT or SUB-CLIENTS, or agents), agents and attorneys-in-fact specified from time to time by the CLIENT and the FIRM shall not be responsible for the acts of such shareholders, agents and attorneys-in-fact nor obligated to supervise them. Neither the FIRM nor the NOMINEES shall be responsible for losses suffered by the CLIENT, SUB-CLIENTS or the ENTITIES as a consequence of any act or omission of the said persons, nor shall the FIRM be held responsible for any tax obligations of the CLIENT, SUB-CLIENTS, or ENTITIES thereof.
- (f) In the event of a transfer of ownership with respect to any shares of the ENTITIES or other interests in the ENTITIES, the CLIENT undertakes to promptly obtain the information / due diligence required to comply with the "Know Your Customer" laws, and standard due diligence laws of the CLIENTS or SUB-CLIENTS jurisdiction, if such laws apply, and to inform the FIRM of such changes.
- (g) The CLIENT and all SUB-CLIENTS undertake to indemnify and maintain the FIRM, its partners, directors, officers, employees, shareholders and agents, as well as the NOMINEES designated by the FIRM, and each of them, including the successors and representatives of any of the aforementioned persons, harmless from all losses and/or damages suffered by such persons, including legal costs and reasonable attorney fees, which are, directly or indirectly, caused by or the result of rendering services hereunder or as a result of any acts effected by the NOMINEES pursuant to instructions given by the CLIENT and/or SUB-CLIENTS. It is understood that this indemnity shall not exclude any other indemnity contained in the articles of incorporation, foundation charter, by-laws, or any other corporate documents and the law.
- (h) The CLIENT undertakes to provide to the FIRM, the identity, background, and contact information of the BENEFICIARIES of the ENTITIES and such additional information as may be reasonably required by the FIRM, from time to time, to comply with regulatory provisions, including anti-money laundering legislation, in effect from time to time in the jurisdictions where the FIRM has a



place of business or where the NOMINEES of the FIRM are from time to time situated, or otherwise come within the jurisdiction of the particular authority.

3. Use of Agents or Assistants

- (a) The CLIENT shall be authorized to engage the services of sub-agents or assistants for the purpose of marketing the legal services that will be provided by the FIRM, at the request of the CLIENT and/or SUB-CLIENTS.
- (b) The CLIENT may further employ, engage, or retain the services of such other persons or companies to aid or assist in the proper performance of the CLIENT's marketing efforts, provided that:
 - (c) The cost of the services of such agents or assistants shall be the exclusive responsibility of the CLIENT as well as any expenses incurred by the CLIENT in engaging such agents or assistants; and
 - (d) The FIRM shall not be liable to reimburse the CLIENT for any such expenses.

4. Client Instructions

- (a) The FIRM undertakes to render services only in accordance with instructions which from time to time are received from the CLIENT or the person(s) designated for such purpose by the CLIENT. Instructions should be preferably sent in writing or by telex, fax, or other similar mechanical or electronic means of communication.
- (b) The CLIENT assumes the risks inherent in the selected form of transmittal, and accepts that the FIRM may act on verbal instructions if it has sufficient reason to believe that the instructions are being given by the CLIENT or by a duly authorized agent or representative. Furthermore, the CLIENT understands that the representatives of the FIRM are not experts in the subject of comparing signatures and accordingly agrees that they shall be entitled to accept instructions under signatures which have a reasonable likeness with the last signatures in the FIRM's client file.
- (c) Unless the FIRM is otherwise advised, the FIRM agrees to only accept instructions for services from the individual representative (s) that the CLIENT assigns for such purposes, on behalf of the CLIENT.

5. Expenses

CLIENT shall pay for all services requested to the FIRM, and shall cover all expenses incurred for the completion of those services, as per the agreed upon fee schedule, throughout the course of this agreement.

6. Relationship to COMPANY

- (a) At no time shall CLIENT be deemed an employee of the FIRM.
- (b) Pursuant to this Agreement, the CLIENT is a professional customer of the FIRM and shall function strictly in such capacity.
- (c) As a customer of the FIRM, the CLIENT shall not have the power or authority to bind the FIRM in any capacity.

7. Fees, Payments, and Invoices

- (a) All fees pursuant to this agreement shall be established in the assigned "Fee Schedule" (exhibit 1), attached to this agreement, and agreed upon on between the CLIENT and the FIRM.
- (b) All invoices for services rendered to the CLIENT by the FIRM, must be paid by the CLIENT, within the period of time specified in the invoice or, in the absence of specification, within 10 calendar days following the date of its issuance.
- (c) The FIRM reserves the right to invoice penalty interests for late payment of the invoices and to suspend the services being rendered until such time as all invoices have been settled.
- (d) All services performed by the FIRM shall be invoiced at the agreed upon rates and fees as indicated in the fee schedule agreed upon between the CLIENT and the FIRM, unless special fees are warranted due to the circumstances and nature of the transaction and time invested.
- (e) Payments made to the FIRM, shall be made by wire transfer, e-gold, Western Union, USD bank check, or other such forms of payment, so long as the form of payment is accepted by the FIRM.

8. Receipt of Instruments

- (a) CLIENT shall not accept cash or financial instruments of any manner or kind on behalf of the FIRM in the course of business, without prior written authorization.
- (b) CLIENT shall not invoice any clients in the name of the FIRM, without prior written authorization.

9. Misrepresentations and Other Tortuous or Illegal Acts

- (a) CLIENT shall be liable for all damages, expenses or losses incurred because of any act or omission connected with or arising out of services rendered under this Agreement, by reason of misrepresentation, willful misfeasance, bad faith, or gross negligence, by the CLIENT or any sub-agent or employee contracted in accordance with Section 3, in the performance of the CLIENT's marketing efforts or by reason of reckless disregard of the CLIENT's obligations and duties under this Agreement.
- (b) The CLIENT hereby represents and warrants that:
 - 1. any corporation, trust, foundation, or other investment vehicle or entity (herein "ENTITIES") acquired from or transferred to the FIRM shall not be used for any illegal purposes by the CLIENT and/or any SUB-CLIENTS;
 - 2. the CLIENT knows the beneficiaries of the ENTITIES and the persons who have an interest in the transactions submitted to the FIRM (herein the "BENEFICIARIES" or "SUB-CLIENTS"), and that in its opinion such persons are engaged in legal and legitimate business transactions and enjoy a good reputation in their respective countries of origin and/or domicile, and are not using the ENTITIES for tax evasion/avoidance purposes or any illegal business activities;



3. information records on all the BENEFICIARIES of the ENTITIES are in fact maintained and that such information complies with regulations in the CLIENT's jurisdiction;
4. these records contain up to date proof of identity; and
5. the information kept on these records is updated regularly.

10. Marketing Materials

The CLIENT acknowledges that in representing the products or services of the FIRM:

- (a) All materials provided to the CLIENT, whether by the FIRM or by legal or natural persons affiliated with the FIRM, shall remain the property of the FIRM or the FIRM's affiliate; and
- (b) The CLIENT may not use or reproduce the logos of the FIRM, or any similar proprietary materials, in conducting public relations of the services of the FIRM, without prior and specific written authorization from the FIRM.

11. Confidentiality of COMPANY and Client Affairs

- (a) The CLIENT or the personal representative thereof shall, upon the termination of this Agreement, deliver to the FIRM all correspondence, documents, specifications; papers and property belonging to the FIRM which may be in the possession or control of the CLIENT.
- (b) Confidential FIRM information shall only be disseminated by CLIENT to further the FIRM's interests.
- (c) CLIENT shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any confidential information of FIRM or any of FIRM's affiliates.
- (d) Confidential information shall include, but not be limited to: customer names, customer contact information, FIRM's services, FIRM's strategies, fee schedules or fee agreements, profits, contract terms or operating procedures.
- (e) The FIRM shall have the right to obtain injunctive relief for violation of the terms of these clauses (11.a thru 11.d) and the terms of this paragraph shall survive the term of this Agreement.

12. Termination

- (a) This Agreement may be terminated by either party, without cause, by giving 30 days written notice.
- (b) The Agreement may be terminated by either party, for cause, by either party giving 5 days written notice.

13. Assignment

- (a) Except as provided in Clause 3 above, this Agreement is between FIRM and CLIENT.
- (b) Neither the FIRM nor CLIENT may sell, assign, transfer or hypothecate any rights or interests created under this Agreement or delegate any duties without the prior written consent of the other, however the FIRM may assign this Agreement to a parent, subsidiary or affiliate of the FIRM.
- (c) Other such assignment or delegation by either party hereunder without written consent from the FIRM, shall be void.

14. Severability

If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

15. Modification of Agreement

Except as herein provided, modifications to this Agreement by the parties shall only be by written supplemental agreement executed and signed by both parties.

16. Notice

Any notice required to be given by one party to the other under the terms of this Agreement shall be sufficient if made in writing and sent by registered or certified mail addressed as follows:

If to FIRM:
Panama Offshore Legal Services
PTY 296, PO Box 0832-2745, WTC
Ave. Ricardo J. Alfaro, Sun Towers, 1st Floor, #39
Panama City, Republic of Panama
Tel: ++(507) 236.8303 / 7069

If to CLIENT:

Name: _____

Address: _____

Tel: _____

If not to above address, such notification may be sent to an alternate location as the parties hereto may specify, in writing, from time to time.

17. Waiver of Breach



Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of such right or power hereunder at any subsequent time.

18. Titles

The titles of the Sections herein are for convenience of reference only and are not to be considered in construing this Agreement.

19. Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of all of its terms shall be governed by the substantive laws of the Republic of Panama.

20. Arbitration

Any controversy or claim arising out of, or relating to, this Agreement or its breach, shall be settled by Arbitration, with a Panamanian Arbitrator of the FIRM's choice, in accordance to the applicable rules. All such proceedings shall be held in the offices of the Arbitrator.

21. Attorney's Fees

If any arbitration or other proceeding is brought for the enforcement of this Agreement, or for breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in the action or proceeding in addition to any other relief to which he or it may be entitled.

22. Entire Agreement

This Agreement contains all of the terms that bind the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof. Modifications must be made by written amendment, signed by both parties.

Executed as of the date first above written.

FIRM

CLIENT

Name: _____

Name: _____

Title: _____

Title: _____

ID: _____

Passport/ID: _____