



INTRODUCTION & ACCOUNT PROCESSING SERVICES AGREEMENT

1. **Agreement:** The present Introduction & Account Processing Services Agreement is between the law firm Panama Offshore Legal Services, a civil society registered under microfiche C-18065 (THE FIRM) and the client (CLIENT), who is the entity (juridical person) and/or natural person (private individual) for whom the service of financial institution introduction and account documentation processing is being performed.
2. **Fees:** THE FIRM charges a fee to the CLIENT for the extensive time and costs associated with preparing and authenticating the required documentation for the corporate bank, brokerage, or merchant account, making the introduction to the financial institution, and assisting CLIENT in opening the corporate account. CLIENT agrees to pay THE FIRM'S fees in total, as per THE FIRMS published fee schedule, prior to processing.
3. **Time Frame:** THE FIRM will make it's best effort to assist the CLIENT to open the corporate account(s) in a timely fashion, however, due to the sensitive nature of the preparation of corporate documentation, resolutions, powers of attorney, account applications, authentications (notary / apostil), due diligence documentation requirements, and the strict compliance procedures and policies involved in opening accounts, THE FIRM does not guarantee rapid turn around time at any financial institution.
4. **Financial Institutions Discretion:** THE FIRM does not guarantee that the financial institution will approve the account, as it is a decision of the underwriting / compliance department, based on the due diligence procedures and policies of the financial institution. In some cases, account approvals may be refused based on CLIENT'S nationality, unverifiable references, suspicious business activities, or other reasons decided upon by the financial institution, in which case THE FIRM does not take responsibility for the those decisions. The financial institution reserves the right to decline an account at any time, present or future.
5. **Non-Solicitation:** The present agreement does not constitute a promotion, distribution, offer to sell or the solicitation of an offer to buy securities or investments in any jurisdiction. CLIENT is responsible for knowing and understanding the laws of his/her domestic country pertaining to investments, and takes full responsibility for any past, present or future investment losses or gains incurred through any account at any institution, introduced to CLIENT by THE FIRM. THE FIRM is not a bank, merchant processor or an investment advisory firm, nor does it provide banking, merchant processing, or investment services.
6. **Client Due Diligence:** Due diligence document requirements should be presented exactly as requested, otherwise, there could be delays in the account opening. Delays in account openings may occur, (or in some cases declination of account), if proper documentation is not presented as requested in a timely fashion. THE FIRM does not take responsibility for delays in account openings caused by faulty due diligence documentation provided by CLIENT, or additional due diligence documentation required by the financial institution for the account approval, based on the additional compliance requirements on a case by case

basis. CLIENT authorizes THE FIRM to do background checks or credit checks as necessary.

7. Refunds: In the event that CLIENT'S corporate account application is rejected, THE FIRM will, at its discretion, offer to open the account at other financial institutions that THE FIRM currently has relationships with. However, NO REFUNDS will be granted to any CLIENT for account introduction/documentation processing services due to the time and costs involved in processing accounts.
8. Declaration: CLIENT declares that; a) all information provided on account applications is true and correct; b) all due diligence documents are valid and authentic; c) origin of all funds deposited to accounts are legal; d) CLIENT has not received any tax or investment advice from THE FIRM.
9. Taxes: CLIENT takes full responsibility for any and all income taxes, capital gains taxes, or any other kind or type of tax or tax reporting to any government authority required by law in any country. THE FIRM has not provided any tax advice to the CLIENT. THE FIRM shall be relieved of any responsibility whatsoever related to taxes or tax reporting on behalf of the CLIENT or the CLIENT'S entity(s) in any jurisdiction.
10. Information: THE FIRM does not guarantee the accuracy of the published bank or broker information, with respect to the documentation requirements, policies, products/services of each institution mentioned on any publication (website, brochures, emails, etc.), due to the fact that institutions may change their policies, procedures, documentation requirements, products or services at any time without prior notice.
11. Indemnity: CLIENT agrees to indemnify and hold harmless Panama Offshore Legal Services, Panama Offshore Services International Inc., their affiliated companies and their respective shareholders, partners, agents, directors, nominees, and employees (THE FIRM), and to keep THE FIRM indemnified and held harmless, from any and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever (whether in contract or in tort) which may be made or taken against them or any of them, in respect of any actions taken, or failure to take any action, with respect to any and all financial institution introduction/account documentation preparation services or any other services provided by THE FIRM on CLIENT'S behalf. The CLIENT indemnifies and holds THE FIRM harmless for any bankruptcy, insolvency, failure, loss of operating license, loss of funds or assets, or any other claims related to any financial institutions that THE FIRM may have referred the CLIENT to.
12. Understanding: This agreement shall be subject to and interpreted only under the laws of the Republic of Panama. CLIENT hereby declares that he/she has read and understands the present agreement, and agrees to the terms and conditions set forth herein on the _____ of the month of _____, 201_____.

CLIENT:

THE FIRM:

Name: _____

Name: _____

ID #: _____

ID # _____

Sign and fax to ++(507)227-7485, or scan and email to accounts@pos-inc.com, then send original copy to: POLS, Calle 41, Bella Vista, IPASA Bldg 3rd Floor, Panama, Rep. Panama

CLIENT Signature: _____