

CLIENT – FIRM REPRESENTATION AGREEMENT

- Agreement:** The present Client – Firm Representation 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 legal service is being provided for.
- Fees:** THE FIRM charges for the costs and fees associated with all legal services. CLIENT agrees to pay THE FIRM for all legal service fees, in total, as per THE FIRMS published fee schedule, prior to processing, and the CLIENT agrees to pay THE FIRM for all annual fees as applicable.
- Time Frame:** THE FIRM will make it's best effort to provide all incorporation and other legal services in a timely fashion (normally new incorporations take five to seven business days), however, due to the sensitive nature of the preparation of corporate documentation, resolutions, powers of attorneys, account applications, authentications (notary / apostiles), due diligence documentation requirements, and the strict compliance procedures and policies involved in incorporating, THE FIRM does not guarantee rapid turn around time. THE FIRM is not responsible for delays caused by government institutions such as the Public Registry, Ministry of Commerce & Industry, Ministry of Foreign Relations, Ministry of Economics & Finance, or other such government offices that may delay the processing of documents.
- Firms Discretion:** THE FIRM reserves the discretionary right to discontinue offering legal services to CLIENT at any time in the present or future due to, but not limited to; illicit acts on behalf of the CLIENT, deceit or fraud on behalf of the CLIENT, non-payment of fees on behalf of the CLIENT, violation or in compliance with the terms and conditions of the present agreement, or other reasons that THE FIRM may consider reasonable enough to justify severing the business relationship with the CLIENT.
- Client Due Diligence:** THE FIRM requires CLIENT to provide a photocopy of identification in the form of a valid passport or government issued ID, such as drivers license, state ID, or other such identification, and CLIENT agrees to provide such identification to THE FIRM. CLIENT authorizes THE FIRM to do any background checks, credit checks, or other such investigations on the CLIENT as part of its' due diligence.
- Refunds:** NO REFUNDS will be granted to THE CLIENT for any legal services provided, unless otherwise agreed to by THE FIRM in writing.
- Declaration:** CLIENT declares that; a) all information provided on all applications is true and correct; b) all due diligence documents are valid and authentic; c) origin of all funds paid to THE FIRM or to any introduced accounts are from legal sources; d) CLIENT has not received any tax or investment advice from THE FIRM.
- 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.
- Indemnify:** CLIENT agrees to indemnify and hold harmless Panama Offshore Legal Services, Panama Offshore Services International Inc., Panama Title & Escrow Inc., Panama Real Estate Group Inc., Panama Mortgage Brokers Inc., their affiliated companies, subsidiaries and their respective owners, partners, agents, directors, nominees, employees, or attorneys-in-fact (THE FIRM), and to keep THE FIRM indemnified and held harmless, without any reserve whatsoever from every responsibility of any kind whatsoever, from any and all actions, suits, proceedings, judicial and extra-judicial claims or complaints, 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 them or any of them taking any action, or failing to take any action, with respect to any and all legal services or any other services provided by THE FIRM on CLIENT'S behalf. Likewise, THE CLIENT shall discharge and relieve THE FIRM without any reserve whatsoever, for the results and /or effects of the acts, businesses, affairs, operations and other facts and acts that THE FIRM may perform or order to be performed or make based upon orders, acts, mandates, etc., performed by the CLIENT, as well as by any other natural and / or juridical person whatsoever related to the CLIENT, whether through authorized persons or a third party. Neither is THE FIRM liable for the civil, penal, fiscal and any other type or kind of actions that might be performed against the CLIENT and / or any natural and / or juridical person related to the CLIENT, including individuals and / or private and / or public institutions for acts performed by the CLIENT (whether through the authorized persons or through third parties) in the course of business. Therefore, no damage, prejudice and / or liability, whatsoever, in connection with the CLIENT or the CLIENTS entity(s) shall be ascribable to THE FIRM and other persons related thereto.
- Privacy:** CLIENT and THE FIRM shall undertake, commit, engage and take responsibility for maintaining under strict secrecy, reserve and confidentiality, all client-firm information relating to the professional and business relationship that the CLIENT has maintained with THE FIRM presently and in the future.
- 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. CLIENT understands that THE FIRM is not a bank or an investment advisory firm, nor does it provide banking or investment services.
- Information:** THE FIRM does not guarantee the accuracy of any published information, on any publication (website, brochures, emails, etc.) belonging to THE FIRM, due to the fact that governments may change their laws, policies, procedures, documentation requirements, and financial institutions may change their products or services at any time without prior notice.
- Financial Institutions Discretion:** THE FIRM does not guarantee that the financial institution(s) will approve any account(s), 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.
- Law & 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 _____, 200__.

CLIENT

THE FIRM