

IMMIGRATION PROCESSING SERVICES AGREEMENT

1. Agreement: The present Immigration Processing Services Agreement is between the law firm Panama Offshore Legal Services (POLS), their affiliated companies and their respective owners, agents, directors, nominees, and employees (THE FIRM) and the client (CLIENT), who is the person (private individual) for whom the Panama immigration application is being processed.
2. Fees & Costs: THE FIRM charges a fee to the CLIENT for the extensive time and costs associated with the immigration processing service, which may include, but not limited to; apostille, embassy, or consulate authentications, notary fees, government fees, bank account introduction processing, immigration documentation preparation, courier fees, etc. CLIENT agrees to pay THE FIRM'S fees in total, as per THE FIRMS published fee schedule or quotation, prior to processing the immigration application.
3. Time Frame: Assuming that all information is provided, THE FIRM will make its best effort to process the immigration application in a timely fashion as per the legal procedures established under Panamanian laws, however, due to uncontrollable situations and factors that may cause delays in the application processing, such as, but not limited to; government delays, public registry delays, authentication delays, delays in the CLIENT providing complete information or documentation, etc., THE FIRM cannot guarantee a specified time frame to complete the immigration application processing from start to finish.
4. Governments Discretion: THE FIRM does not guarantee that the government will approve the immigration application, as it is a decision of the government, under the discretion of the Immigration department or National Security Council, based on the due diligence procedures, policies, and regulations of the government. In some cases, the government may refuse to approve applications based on CLIENT'S nationality, unverifiable references, suspicious business activities, past criminal history or other reasons decided upon by the reviewing representative of the government at the Immigration Department, in which case THE FIRM does not take responsibility for the governments' decisions. The government reserves the right to decline an application at the date of the application, or at any future date, prior to obtaining permanent residency status.
5. Declined Applications: THE FIRM takes absolutely no responsibility for declined immigration applications, unless the reason for the declined immigration application is directly related to documents that THE FIRM failed to provide or process. In this case, THE FIRM will make its best effort to provide any required documentation that is faulty or omitted in the immigration application package presented to the government by THE FIRM, such as immigration applications, power of attorney, etc.
6. Client Due Diligence: Due diligence document requirements should be presented exactly as requested, otherwise, there could be delays in the immigration processing. Delays in processing may occur, (or in some cases declination of immigration application or penalty fees), if proper documentation is not presented as requested in a timely fashion. THE FIRM does not take responsibility for delays in immigration applications caused by faulty due diligence documentation provided by CLIENT, or additional due diligence documentation required by the government for the immigration visa approval, based on the governments' additional compliance requirements on a case by case basis.
7. Refunds: In the event that CLIENT'S immigration application cannot be completed due to issues such as, but not limited to; faulty CLIENT due diligence documents, past criminal history, tax issues, nationality, or any other reason, NO REFUND of fees or costs incurred will be granted to the CLIENT, however, THE FIRM may, at its own discretion, offer to refund part or all of the fees, depending on the circumstances.

8. Declaration: CLIENT declares that; a) all information provided to THE FIRM is true and correct; b) all due diligence documents are authentic; c) origin of all funds paid to THE FIRM and/or deposited to any accounts of THE FIRM or accounts opened at banks introduced by THE FIRM were obtained legally; d) CLIENT has not received any foreign (non-Panamanian) tax advice or tax consulting from THE FIRM; e) CLIENT agrees to follow the laws of Panama and the laws of his/her home country relating to taxes and tax reporting of accounts, entities, and income; f) CLIENT is fully aware of the procedures for immigration application processing.

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 foreign (non-Panamanian) 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 country. US persons (citizens or residents) are hereby notified of their obligation to report their world-wide income, accounts, and entities to the US tax authorities and pay US taxes, regardless of their place of residency outside of the U.S.A.

10. Indemnity: CLIENT agrees to indemnify and hold harmless 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 them or any of them taking any action, or failing to take any action, with respect to any and all immigration processing services, or any other legal services provided by THE FIRM on CLIENT'S behalf.

11. Understanding: By requesting an immigration application processing service from THE FIRM, the CLIENT hereby declares that he/she has read and understands the present agreement, and the CLIENT agrees to the terms and conditions set forth herein on the ____ day of _____, 202____.

CLIENT NAME: _____

THE FIRM

CLIENT ID: _____