

A. ENGAGEMENT:

The Owner hereby engages Evernesa | Business and Evernesa | Business agrees to serve the Owner as a registered agent with effect from the date hereof until the 31st day of December of that year and from year to year thereafter until either party in accordance with its provisions terminates this agreement.

B. DUTIES:

As Registered Agent to the Owner, Evernesa | Business shall perform the following duties on behalf of the Company:

1. Provide for a registered office of the Company to which all communications and notices may be addressed, but nothing herein shall permit the Company to transact any business at or utilize any staff or equipment at its registered office.
2. Give notice to the Registrar of Company of any change in the location of the registered office of the Company in accordance with the Companies Act or the International Business Companies Act (the Act).
3. Give notice to the Registrar of Companies of any change of which Evernesa | Business is notified in the name, address, Articles of Incorporation of the Company, as required by the Act.
4. If requested to do so by the Owner, to cause appropriate nominee directors or shareholders upon payment of such further fees as may be agreed upon and to furnish to the Registrar of Companies with the annual license fee, in accordance with the Act.
5. Alert the Owner, generally, of changes or clarifications in the laws of Anguilla that might affect the status or business of the Company.

C. CONFIDENTIALITY:

Evernesa | Business shall not, on its own accord, except as authorized in writing by the Company or as required by any law, regulation or practice, disclose or permit the disclosure to any person any information of any kind relating to the directors, officers, members, business, or affairs of the Company.

D. TERMINATION:

- i. The owner may terminate this agreement at any time upon at least ten (10) days' notice in writing or an order of a court.
- ii. Evernesa | Business, may at any time without assigning any reason therefore, resign by giving at least thirty (30) days' notice in writing to the Owner. Evernesa | Business may elect to immediately cease to provide nominees in any capacity, in which case, resignations shall thereupon be inserted in the corporate records and share transfers shall be endorsed to their respective beneficiaries and held for delivery.

E. NOT TO USE CORPORATION FOR CRIMINAL PURPOSES:

- (a) The Owner warrants that the Company shall not be managed or used to infringe any laws and expressly absolves Evernesa | Business from any liability in respect of compliance for any disclosure which may be occasioned by the Owner entering into any illegal activity;
- (b) The Owner declares warrants and confirms that the statements set out in the Schedule hereto are true and accurate in all respects.

F. NOTICES:

Any notice required or permitted to be given by this agreement shall be in writing (including telex, telegram, or facsimile transmission) and may be delivered by hand or transmitted by telex, telegram, or facsimile transmission, in which case, it shall be deemed to have been delivered two (2) days after transmission, or mailed by prepaid registered mail addressed to the party concerned at his last known address, in which case, it shall be deemed to have been delivered seven (7) days after mailing, as aforesaid.

G. TIME OF ESSENCE:

Time shall, in all respects, be of the essence of this agreement.

H. INUREMENT:

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

I. INDEMNITY:

The Owner hereby agrees to at all times indemnify and save harmless Evernesa | Business, its officers, directors, or registered shareholders from all actions, causes of actions, claims, or demands in any way arising from Evernesa | Business acting on behalf of the Owner on the terms herein, including any action or omission of Evernesa | Business or any of its officers, directors, or shareholders, excepting only willful acts or fraud by Evernesa | Business, its officers, directors, or shareholders.