



Client Intake Form and Engagement Agreement

- Wyoming Registered Agent Services
- Wyoming Standard Mail/Office Services

SECTION 1. Client Contact Information		
Client Name:		Client Driver Lic. No.-Issuing State):
Address (not Wyoming):		
City/Town:	State/Country	Zip/Country Code
Phone:	Fax:	Email:
Mobile phone:	Other phone:	Other email:
Entity Name:		Entity Activity:
Date of formation:		State of incorporation:
Type of entity:		Federal EIN:
SECTION 2. Mail Forwarding Address		
Name:		
address:		
City/Town:	State/Country	Zip/Country Code
SECTION 3. Product & Service Selection		
<input type="checkbox"/>	WYOMING ANNUAL REGISTERED AGENT SERVICE:	\$ 150.00
<input type="checkbox"/>	WYOMING DOMESTICATION ARTICLES or CERTIFICATE of AUTHORITY SERVICE: For domiciling non-Wyoming LLC's or Corporations.	\$ 150.00
<p>There is a difference between Certificate of Authority and Domestication Articles;</p> <ul style="list-style-type: none"> • The Certificate of Authority allows you to operate in the State of Wyoming but remain an entity with the State in which it was organized...which gives that State a nexus to it to impose all of the taxes and fees and statues relative to that State. • The Domestication Articles formerly convert your entity into a Wyoming entity 		
<input type="checkbox"/>	WYOMING STANDARD MAIL/OFFICE SERVICE:	\$ 250.00
		Sub-total \$
		Promo code _____ - _____ % \$
		Total Due \$

NOTES: _____

SECTION 4. Payment Detail and Confirmation

Wyoming Registered Agent Service \$150.00

Payment by Check mailed to:

Check Number _____ Dated: _____
(make checks payable to LIAISON GLOBAL PARTNERS LLC)

LIAISON GLOBAL PARTNERS LLC
1603 Capitol Ave. Bsmt.
Cheyenne, Wyoming 82001

Pay direct through your PayPal with any
Credit/Debit Card Payment

To support@lgpltd.net

Wyoming Std. Mail/Office Service
Payment by Check mailed to:

Check Number _____ Dated: _____
(make checks payable to LIAISON GLOBAL PARTNERS LLC)

6 months \$125.00 12 months \$250.00

LIAISON GLOBAL PARTNERS LLC
1603 Capitol Ave., Unit 200
Cheyenne, Wyoming 82001

Pay direct through your PayPal with any
Credit/Debit Card Payment

To support@lgpltd.net

NOTICE: All sales are final, because our services include State filing fees and personalized documents, No Refunds Are Offered. The Purchase you are making constitutes your acceptance of the Agreements which follow and shall be deemed to have been agreed by you upon completion of your purchase hereafter and include: (1) your agreement to maintain confidentiality and limitations on disclosure which shall only be to persons with a need to know which is hereby defined as immediate family, retained attorney or engaged accounting person; and (2) your agreement that any purchase of the unique proprietary work papers, documents and instruments of **LIAISON GLOBAL PARTNERS LLC or appointee** is a purchase of a Single-Use license - copying of such unique proprietary work papers, documents and instruments for re-use or resale is strictly prohibited, and any attempt to utilize said unique work papers, documents and instruments for multiple use and/or resale, shall constitute breach of this Single Use purchase agreement and theft and conversion of **LIAISON GLOBAL PARTNERS LLC or appointee** assets which shall be actionable; and (3) your agreement with the Disclaimer and Terms and Conditions of Business Agreement, as amended, which is incorporated herein by reference and is published on the website at www.lgpltd.net and available on request.

By _____ DATED: _____
Client Signature

Print name

NOTE: Please initial the bottom of last page of the Terms and Conditions of Business Agreement.

Return all pages in PDF file format as an email attachment to support@lgpltd.net

SERVICE PROVIDER: LIAISON GLOBAL PARTNERS LLC

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

/s/ _____

DATED: _____

ANTHONY J. PERILLO, Managing Member

Phone. (307) 314-9522 or (340) 626-0875 support@lgpltd.net

Terms and Conditions of Business Agreement

Client Acknowledgment. Client acknowledges that all sales are final, because our services include State filing fees and personalized documents, No Refunds Are Offered; and

These Terms and Conditions of Business "Terms and Conditions" and acceptance of the following agreements will be deemed to have been agreed by the Client upon execution of the Client Intake Form and/or its payment for any of the Services; (1) your agreement to maintain confidentiality and observe the limitations on disclosure in accordance with Clauses (f) hereunder; and (2) your agreement that your purchase of the unique proprietary work papers, documents and instruments of the Service Provider is a purchase of a Single-Use license and copying of such unique proprietary work papers, documents and instruments for re-use or resale is strictly prohibited and that any attempt to utilize said unique work papers, documents and instruments of the Service Provider for multiple use and/or resale, shall constitute breach of this Single Use purchase agreement and theft and conversion of Service Provider's assets which shall be actionable; and (3) your agreement with Appointee agreements in connection with any service provided as a consequence of this Agreement; and (4) services to be rendered by Service Provider are largely dependent upon the cooperation of the Client(s) and its representatives with respect to timely delivery of information and documents which is vital, and any delay in delivery of information or documents that extends beyond thirty (30) days of date of request shall be deemed abandoned and the services engagement terminated and on such occurrence, all rights by Service Provider to collect outstanding amounts due it shall survive.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following words and phrases shall, save where the context requires otherwise, have the following meanings:

- a. "Appointees" means all persons provided by the Service Provider to act as an Agent, Registered Agent, director or other officer, trustee, manager, signatory or shareholder of any Entity;
- b. "Banking Day" means any day which is not a Saturday, a Sunday, a legal holiday or a day upon which by applicable law a Bank in the United States is authorized to be closed to the public for regular banking business during ordinary business hours and is, in fact, so closed.
- c. "Business Day" means a day on which the Service Provider is ordinarily open to carry on company business;
"Client" means any person or entity to whom the Service Provider provides the Services and, in the case of an individual, includes his heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors and assigns;
- d. "Employees" means the directors, officers, consultants, employees and partners (as appropriate) of the Service Provider and the members of LGP;
- e. "Entity" means any partnership, trust, association or other body corporate of the Client in respect of which Services are provided;
- f. "Proper Instructions" means instruction from the Client or and Authorized Person containing all necessary information required by the Service Provider to carry out the instructions or directives of the Client or Authorized Person, delivered to and received by the Service Provider whether written, electronic or facsimile, in respect of any of the matters or services referred to herein, signed or purporting to be signed by any Authorized Person. The Service Provider may also act pursuant to oral instruction (which instruction shall include telephonic instruction) given by an Authorized Person and such oral instructions shall be deemed to be Client's "Proper Instruction" within the meaning of this definition. The Client or Authorized Person shall follow up oral instructions with written confirmation thereof.
- g. "Schedule of Fees" means the Schedule 1 Services and Fees issued from time to time by LGP in respect of the fees, costs and expenses of LGP and/or the Service Provider for the Services;
- h. "Service Provider" means LIAISON GLOBAL PARTNERS LTD, or its Appointee that provides the Services to the Client;

- i. "Services" means all services carried out or performed for or on behalf of, or in connection with (whether before or after its establishment), any Entity by the Service Provider or its Appointee or Employee (including, without limitation, the provision of Registered Agent/Office, General Partner, trustees, directors and shareholders and the administration of such Entity); and
- j. "Terms and Conditions of Business" means these Terms and Conditions of Business (the "Terms and Conditions"), as amended from time to time.
- k. In these Terms and Conditions unless the context otherwise requires, words importing the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case.
- l. References to "Clauses" herein are to clauses of the Terms and Conditions.

2. WYOMING REGISTERED AGENT SERVICE: Annual Fee: \$150.00

Registered Agent Service is NOT mail forwarding service – it is for official mail only.

In consideration of advance payment of the appropriate annual service fees, and the mutual promises and covenants contained in the terms and conditions herein described, Service Provider "Registered Agent" or Appointee shall provide Registered Agent services to and for Client/Client's Entity in the State of Wyoming, pursuant to W.S. §17-28-101 – 17-28-111, as amended, and shall receive Service of Process on behalf of the Client/Client's Entity.

Service of Process documents include Legal Proceedings, Litigation, Legal Notices, Tax Notices, or other such Official Government Correspondence "official mail" relative to the Entity and delivered to the Registered Agent for the Client. We will e-mail notification of receipt of such official mail, and forward the same (up to 3 pieces per month) to your designated forwarding address via 1st Class U.S. Postal Service, which shall be deposited in the mail within five business days following the month ending. Additional postage fees will apply for excess mail or special service which shall be for actual postage and/or packaging costs which must be paid in advance of mailing.

SP shall be entitled and authorized to open, read and copy all and any correspondence, letter, fax, e-mail or other communication received in its offices relating to the affairs of a Client.

The registered agent service provided does not include tasks or work pertaining to maintenance of Client's Entity trust company or corporate charter with the state of Wyoming such as filing annual reports, paying annual franchise fees, calling and holding meetings of owners, or preparing meeting minutes or resolutions of the Entity. So long as this Agreement is in effect and Client is not in default of any term of this Agreement, Client may identify LIAISON GLOBAL PARTNERS LLC and its registered office as the registered agent and registered office of Client in the State of Wyoming.

Annual Fee: Client agrees to pay the non-refundable annual fee of \$150.00, as amended, for registered agency service. The annual fee is payable in advance upon commencement of this Agreement, and again on each one-year anniversary date of the Commencement Date. For each renewal or extension period of this Agreement, Service Provider shall notify Client in writing, thirty (30) days prior to the expiration date, of any fee increase it will require for the renewal or extension period.

Client agrees to promptly provide SB written notice of any change to Client's Contact Information. Client agrees to indemnify and hold SP harmless for any loss suffered by Client or others as a result of Client's failure to continually and promptly notify SP in writing of any change to Client's Contact Information. Client's failure to comply with this provision shall be regarded as a breach event.

Client may terminate this Agreement in Client's discretion by giving SP 30 days advance written notice of termination.

3. WYOMING STANDARD MAIL/OFFICE SERVICE: \$250.00 annually

When you select the Standard Mail/Office service, you will have an individual suite number at corporate address in a prestigious professional office building in Wyoming.

- Up to 45 Pieces of standard mail is forwarded twice-monthly and is typically sent via USPS 1st class
- If you exceed the allowance, Client is billed in advance (which must be paid in advance of mailing).
- Forwarding of Packages and Large Items. Additional postage fees will apply for packages and large items, or special service which shall be for actual postage and/or packaging costs plus \$5.00 for handling which must be paid in advance of mailing, which shall be by USPS Priority Mail or courier service (FedEx or UPS), pre-paid (and you are billed our cost.)

For each renewal or extension period of this Agreement, Service Provider shall notify Client in writing, thirty (30) days prior to the expiration date, of any fee increase it will require for the renewal or extension period.

4. OTHER SERVICES AND FEES; COSTS AND EXPENSES

a. The following fee schedule, as amended, shall apply as follows if required:

- i. Preparation of annual report and payment of base fee (\$52.00): \$100.00
- ii. Annual Registered Agent/Office service: \$150.00 (requires Registered Agent/Office Services Agreement).
- iii. Additional bank account or trading account applications and facilitation (exclusive of opening deposit): \$100.00.
- iv. Preparation of Standard Resolutions, Amendments, or Minutes: \$100.00 (up to 5 pages).
- v. Annual General Partner/Officer/Director Nominee service (ordinary service): \$250.00
- vi. For other than sub-paragraph (iv) above, general document preparation: \$ 50.00 per hour.
- vii. Tax return extensions: \$50.00; Facilitation of estimated tax installment payments \$50.00 ea.

b. Costs and Expenses: The following costs and expenses are reimbursable to the SP or its Appointees or Representatives by the Client/Client's Entity as follows:

- i. The opening deposit of \$150.00 (if not provided in advance) and bank account fees related to the account of the Entity.
- ii. All costs associated with preparation of State and Federal tax returns and any tax that the SP or its Appointee or representative may be assessed as Nominee GP of the Client/Client's Entity.
- iii. The apportioned annual cost and all other costs related to the Terms and Conditions of Business Agreement between the SP and the Client/Client's Entity.
- iv. All governmental recordation fees, professional and accounting fees relating to ascertainment and payment of any taxes or charges and the making of any claims of relief therefrom on behalf of the Trust in respect of its investments.
- v. The cost of courier fees, notary fees, third-party expenses and other similar costs properly incurred by SP in the costs of carrying out its duties.

5. GENERAL PROVISION APPLICABLE TO CLAUSES 1-4

- a. Client assumes all liability whatsoever related to items delivered to SP during Client's default of the aforementioned conditions of contingency, including reasonable costs of handing and holding such items. When receiving service of process on behalf of Client, SP shall in no event be held responsible for any part of the law suit or claim, or any other action. Client irrevocably agrees to fully indemnify SP, its (Employees), (Agents), (Appointees), (Designees) SP's (Authorized Representatives") of all claims, including reasonable attorney fees and other costs, which may arise in these processes. Liability is limited to the Base Registered Agent Fee or Base Mail/Office Service Fee in connection with services of SP. Client is prohibited from assigning any cause of action or remedy to any third party.
- b. Client shall be liable to SP for all fees or costs incurred by SP as a result of corrections to incorrect information provided by client. SP shall not be held liable to client or any third party for any direct, indirect, special consequential or incidental damages, loss of business profits, business interruption, loss of business information, or anything of a like matter arising out of use of SP services.

c. Exculpation and Indemnity

- i. None of the Service Provider, its Appointees or Employees shall be held liable for any failure or delay in the performance of its obligations in connection with the Services arising out of or in connection with circumstances beyond its reasonable control (including, without limitation, acts of God, civil or military disturbances, outbreaks of war, acts of terrorism, natural disaster, act of government or any other authority, accidents, labor disputes or any power, telecommunications or computer failure).
 - ii. The Client undertakes at all times to hold the Service Provider, the Appointees and the Employees harmless and to indemnify them to the greatest extent permitted by law against all actions, suits, proceedings, claims, demands, costs, expenses, and liabilities whatsoever, and to reimburse the Service Provider, the Appointees and the Employees for all its expenses, including among other things, counsel fees and court costs, which may arise from the provision of the Services by the Service Provider, the Appointees or the Employees, other than liabilities arising from the fraud, willful default or gross negligence of the Service Provider, the Appointees or the Employees.
 - iii. Service Provider shall not be held liable to client or any third party for any direct, indirect, special consequential or incidental damages, loss of business profits, business interruption, loss of business information, or anything of a like matter arising out of use of Service Provider's services.
 - iv. The provisions of this Clause (c) are without prejudice to any other limitation of liability or indemnity given in favor of the Service Provider, the Appointees or the Employees and shall remain in full force and effect notwithstanding termination of the Terms and Conditions.
 - v. Except where acts of wanton misconduct or gross negligence of SP is adjudged by the below court of proper jurisdiction, financial liability is limited on all respects, only to the fees paid to SP or SP's Authorized Representatives by Client.
- d. SP cannot warranty or guarantee that its services are complete or error free. If we make a typographical error in our filings for you, we will make such corrections free of charge. This does not supersede or modify any of the liability disclaimers contained herein. Payment of SP fees by Client shall serve as Clients acceptance of this Agreement and Clients assumption of the risk for any and all liabilities disclaimed by SP and all damages and costs in excess of the fees paid by Client to.
- e. For each Registered Agent Service or Standard Mail/Office Service renewal or extension period of this Agreement, SP shall notify Client in writing, thirty (30) days prior to the expiration date, of any fee increase it will require for the renewal or extension period.
- f. Confidentiality. Unless required by applicable law, (or with the written consent of either SP or a Client), neither SP or a Client shall disclose to any person, firm, corporation or governmental agency whatsoever any information relating to the client or prospective clients, customers or prospective customers, business, investments, finances or other matters of a confidential nature of either party of which it may in the course of its duties hereunder or otherwise become possessed and each party shall use all reasonable endeavors to prevent any such disclosure as aforesaid.
- i. SP agrees that where a Client or Client Appointee provides SP with confidential information relating to a Client SP shall use all reasonable endeavors to keep it confidential; Client and any Client Appointee agrees that where SP provides a Client or Client Appointee with confidential information relating to SP (including without limitation SP's proprietary work papers, instruments, wherewithal and processes), Client or Client Appointee shall use all reasonable endeavors to keep it confidential.
 - ii. For purposes of this Agreement, "reasonable endeavors" means exercising a standard of care as may reasonably be expected to preserve its secret and confidential nature, which shall include at a minimum, implementing appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the

Protected Information, such safeguards to be designed to ensure the security and confidentiality of the Protected Information, protect against any anticipated threats or hazards to the security or integrity of the Protected Information and protect against its unauthorized access to or use.

- iii. SP is bound by regulatory and other obligations under the laws of Wyoming and any action or inaction on the part of SP as a result of its regulatory obligations shall not constitute a breach of SP's duties to a Client or a breach of any data protection regulations or provisions.
- iv. Where SP has been unable to obtain instruction from a Client on a matter relating to the discharge of its Services, (and it has used all reasonable endeavors to obtain such instructions), and it appears to SP, (acting in good faith), to be in the best interests of a Client to provide such confidential information to a third party, it may treat the general obligation of Confidentiality as noted herein as waived in the circumstances.
- g. **Property Rights.** All information disclosed and exchanged between the parties hereto is and shall remain the sole and exclusive property of the disclosing party, and neither Party acquires any license, intellectual property rights, or legal or equitable interest in the other party's intellectual property or information except for the limited right to make copies as necessary in performance of this Agreement. Nothing in this Agreement shall, by express grant, implication, estoppels or otherwise, create in the Receiving Party, any right, title, interest or license in or to the intellectual property, trademarks, trade names, inventions, patents, technical data, computer software, or software documentation of the Disclosing Party.
- h. **Non-Exclusive Appointment.** The Services of SP hereunder are not to be deemed exclusive and no provision of these Terms and Conditions shall be construed to preclude SP from engaging in any activity whatsoever, including without limitation receiving compensation for investment banking services, managing investments, participating in investments, brokerage or consultancy arrangements or acting as an advisor to or participant in any corporation, partnership, trust or other business entity or from receiving compensation or profit thereof.
- i. **Non-Solicitation.** Each Party agrees that it shall not solicit or induce for employment or hire the Other Party's current or future employees, officers, directors, shareholders, contractors, agents, intermediaries, representatives or like or similar persons during the restrictive period of this Agreement, without obtaining the other's prior written approval.
- j. **Notices.**
 - i. **Official Notices.** All notices, requests, consents, demands or other official communications by either party to the other in connection with disputes, breaches, regulatory demands, subpoena or other legal process or otherwise in connection with any litigation shall be in writing to the address appearing in this Agreement or such other address provided in writing by a Party hereto from time-to-time and shall be delivered; (a) personally shall be deemed to have been given at the time of such delivery; (b) by registered or certified mail, return receipt requested, postage and fees prepaid and shall be deemed to have been given on the date appearing on the return receipt; (c) by overnight courier, receipt signature required; or (d) by facsimile transmission with delivery confirmation to the recipient, and shall be deemed to have been given on the date appearing thereon.
 - ii. **Electronic Communication.** The Parties (and their respective Authorized Representatives) expressly agree to accept electronic communication in lieu of printed copy of any general communication involving instructions, directives, requests, consents and the like at the email address listed herein or such other email address as the Parties may designate in writing to each other. Any Party may revoke this consent at any time by providing notice to all affected Parties. Any such electronic notice shall be effective when delivered by email upon completion of transmission and confirmation by the sender that such transmission was sent by a hard copy of the "sent" email.
- k. **Delegation.** SP shall be entitled to delegate the whole or any part or parts of its functions, powers, discretions, duties and obligations hereunder or any of them to any person, firm or corporation and any such delegation may be on such terms of business as SP thinks fit provided that SP, in the absence of the willful default, fraud or negligence of the delegate, shall not be liable for any act or omission of any such person, firm or corporation.
- l. **Disputes.** The exclusive remedy for any dispute that may arise under or in connection with this Agreement with respect to the interpretation, or performance of this Agreement shall be in accordance with this provision of this Agreement and shall first be immediately reduced to writing by the Complaining Party and delivered to the other party for resolution. Any dispute that cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within fifteen (15) calendar days from the date the written claim is received by the other Party, or such additional time (not to exceed 30 additional days) as the Parties mutually agree in writing, shall be settled by arbitration with a single arbitrator to be held in the Complaining Party's domicile in accordance with the

rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The party against whom a finding of fault is rendered shall pay all costs and expenses of such arbitration, and all reasonable attorney's fees and incidental costs and expenses related thereto. Although arbitration is contemplated to resolve disputes hereunder, either Party may proceed to the court of proper jurisdiction in Clause (m) to obtain an injunction to protect its rights hereunder, the parties agreeing that either could suffer irreparable harm by reason of any breach of this Agreement. Pursuit of an injunction shall not impair arbitration on all remaining issues.

- m. Venue; Jury Trial. This Agreement, once executed and delivered by the parties, is acknowledgement by the Parties that that Clause (l) is the exclusive remedy for any dispute that may arise from this Agreement..

The construction, validity, and interpretation of this Agreement shall be governed with preference given to the intent of this instrument followed by the internal Laws of the State of Wyoming, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdictions) that would cause the application of the Laws of any jurisdictions other than the State of Wyoming. For matters involving injunctions or arbitration disputes arising from Section 10, each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Cheyenne, Wyoming for the adjudication of any such dispute hereunder or in connection herewith or therewith, whether at law or equity and under any contract, tort or any other claim whatsoever, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing or faxing a copy thereof to such party at the address for such notices as listed in this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. Notwithstanding injunctions, any claim filed to enforce rights under this Agreement or any other instrument or agreement contemplated hereby in contravention to Clause (l) shall be null and void; the prevailing party as determined by the court shall be entitled to recover its legal costs including, without limitation, reasonable attorney's fees and associated litigation costs including, but not limited to, expert witness fees, deposition costs, and court costs.

- n. Term-Termination.

- i. The initial term of this Agreement shall be for a period of one year commencing upon the date of first purchase or acceptance of services by Client and continuing until the anniversary date of this Agreement unless terminated earlier;
- ii. SP shall be entitled to resign its appointment: (a) by giving not less than 60 days' notice in writing to a Client; or (b) by giving not less than 30 days' notice in writing if a Client shall commit any breach of its obligations under these Terms and Conditions of Business and shall fail within 15 days of receipt of notice served by SP requiring it to do so, to make good such breach.
- iii. Client shall be entitled to terminate the appointment of SP: (a) by giving not less than 60 days' notice in writing to SP; or (b) by giving not less than 30 days' notice in writing if SP shall commit any breach of its obligations under these Terms and Conditions of Business and shall fail within 15 days of receipt of notice served by a Client requiring it to do so, to make good such breach.
- iv. On termination of the appointment of SP, SP shall be entitled to receive all fees and other monies accrued due up to the date of such termination and shall be entitled to charge a retainer for such additional Services that may be required after termination as circumstances warrant.
- v. Client acknowledges that notwithstanding the right of SP to terminate its Services in accordance herewith, SP, (and/or its officers, agents and employees), may have continuing regulatory/legal duties under applicable law and will be required to undertake various administrative tasks in order to transfer a Client and its records to a successor. Accordingly, without prejudice to its rights, it is agreed that SP shall be entitled (but not obliged) to continue to provide Services so as to discharge such duties and shall be entitled to charge its applicable rate for the provision thereof.

- vi. SP reserves the right to automatically cease all Services to a Client where SP's fees remain outstanding for more than sixty days and SP will not attend to any further work for a Client while such fees remain outstanding, nor will SP attend to any statutory obligations of a Client while such fees remain outstanding.
- vii. Where SP has ceased to provide Services to a Client, for whatever reason, it shall have the right to notify any regulatory or licensing authority in the State of Wyoming or elsewhere that it has ceased to act for a Client.
- o. Survival on Expiration or Termination. Whether on the part of a Client or the SP an expiration or termination occurs, Clauses (f) through (m) shall remain in full force and effect in perpetuity notwithstanding the Terms and Conditions of Business ceasing to apply, unless sooner released upon mutual written consent of the parties hereto.
- p. Advice of Counsel: This Agreement has been freely negotiated by the parties hereto, each with the opportunity to seek advice and assistance of counsel. Accordingly, this Agreement shall not be construed more strictly against any party hereto, regardless of which party drafted all or part of this Agreement;
- q. Legal Fees: If any arbitration or any other action is brought to enforce the rights of a party arising from this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, reasonable attorney's fees, court costs and expenses, expert witness fees, and any other costs;
- r. Signatures and Counterparts. Signatures on this Agreement received by way of Facsimile, Mail and/or E-mail shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement; This Agreement and any amendments, resolutions, or addendum hereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DISCLAIMER

LIAISON GLOBAL PARTNERS LLC. (hereinafter "Service Provider" or "LGP") ARE NOT ATTORNEYS, CPA's or PROFESSIONAL INVESTMENT ADVISORS.

"LGP" INVEST HEAVILY IN COMPLIANCE REVIEW. OUR QUALIFIED SPENDTHRIFT TRUST AND UNREGULATED FAMILY PRIVATE TRUST COMPANY INSTRUMENTS ARE INDEPENDENTLY REVIEWED AT LEAST ANNUALLY FOR COMPLIANCE WITH WYOMING STATUTES AND RELATIVE IRS NOTICES AND LETTER RULINGS, BY A PREEMINENT WYOMING LAW FIRM, WITH ATTORNEYS WHO ARE FELLOWS OF THE AMERICAN COLLEGE OF TRUST AND ESTATE COUNSEL.

"LGP" CONSULTS A NETWORK OF INDEPENDENT CPA'S AND TAX ATTORNEY'S PARTNERS WHO COLLABORATE WITH "LGP" TO PROVIDE PROFESSIONAL ACCOUNTING SERVICES TO CLIENTS WHO DESIRE SUCH SERVICES. "LGP" HAS BELIEF AND RELIES ON INFORMATION FROM SAID SOURCES TO BE RELIABLE.

With regard to United States Law, if legal advice or other expert assistance is required, the service of a competent professional U.S. attorney or accounting professional should be retained.

. . . From the Declaration of Principles jointly adopted by a committee of the American Bar Association and a committee of Publishers and Associations. . .

IRS Circular 230 Disclaimer:

To ensure compliance with requirements imposed by the IRS, please note that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code; or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

Client Initials: _____