



APSA

Terms and Conditions

Table of Contents

Section 1	DEFINITIONS	3 - 5
1.1	Words, Phrases and Terms	3
1.2	Agreement	3
1.3	Analysis	3
1.4	APSA	3
1.5	Books	3
1.6	Client	4
1.7	Communications	4
1.8	Company	4
1.9	Due Diligence Information	4
1.10	Employee	4
1.11	Invoices	4
1.12	Newsletters	4
1.13	Order Forms	4
1.14	Person	4
1.15	Price Lists	4
1.16	Primary Contact	4
1.17	Services	5
1.18	Website	5
1.19	You, Your	5
Section 2	DISCLAIMER	5 - 6
2.1	All Rights Reserved	5
2.2	Educational Materials	5
2.3	Information and Concepts	5
2.4	No Assurances	5
2.5	No Endorsements	5
2.6	No Guarantees	5
2.7	No Responsibility	6
2.8	No Sanctioning	6
2.9	No Warranties	6
Section 3	RELATIONSHIP	6 - 7
3.1	Association	6
3.2	Conflicts of Interest	6
3.3	Current Agreement	6
3.4	Entire Agreement	6
3.5	Legally Binding APSA	6
3.6	Legally Binding You	6
3.7	Professional Fees	7
3.8	Term	7
Section 4	APSA COVENANTS AND LIABILITY	7 - 8
4.1	Appointees	7
4.2	APSA Confidential Information	7
4.3	Beyond Reasonable Control	7
4.4	Company Records	7
4.5	Hold Harmless and Indemnify	7



4.6	Intellectual Property Rights	7
4.7	Loss or Damage	7
4.8	Prohibitions	8
4.9	Third-Parties	8
4.10	Waiver of Claim	8
4.11	Your Confidential Information	8
Section 5	YOUR COVENANTS AND LIABILITY	8 - 9
5.1	Company Records	8
5.2	Criminal Activity	8
5.3	Filing Requirements	8
5.4	Internet Activity	9
5.5	Material Changes	9
5.6	Securities Activity	9
5.7	Source of Company Funds	9
5.8	Trustee and Co-Trustee	9
5.9	Your Responsibility	9
Section 6	INSTRUCTIONS AND PROCEDURES	9 - 10
6.1	Ambiguous Instruction	9
6.2	Authorization to Act	9
6.3	Communications Failure	9
6.4	Discretionary Powers	9
6.5	Information and Data Destruction	10
6.6	Information and Data Storage	10
6.7	Legal Obligation to Act	10
6.8	Primary Contact Instruction	10
6.9	Reasonable Effort	10
6.10	Right to Refrain	10
Section 7	FINANCIAL TRANSACTIONS	10 - 11
7.1	Commensurate	10
7.2	Credit Cards	10
7.3	Fees	10
7.4	Financial Transfers	10
7.5	Foreign Filing Requirements	11
7.6	Invoices	11
7.7	No Refund Policy	11
7.8	Late Payments	11
7.9	Outstanding Obligations	11
7.10	Professional Services	11
Section 8	OFFICE SERVICES	11 - 12
8.1	Business Address	11
8.2	Change of Office	11
8.3	Mail Forwarding	11
8.4	Resident Agent	12
8.5	Registered Office	12
Section 9	CUSTOMIZED PROGRAMS	12
9.1	Estate Planning Documents	12
9.2	Offshore Incorporation	12
9.3	Bank Account Introductions	12
9.4	Dual Citizenship	12
Section 10	DISPUTES	13
10.1	Arbitration	13
10.2	Arbitration Arbitrator	13
10.3	Arbitration Rules	13
10.4	Attorney's Fees	13



Section 11	TERMINATION OF SERVICES	14
11.1	Complaints	14
11.2	Notices	14
11.3	Termination by APSA	14
11.4	Termination by You	14
11.5	Reimbursements	14
11.6	Termination Fees	14
Section 12	GENERAL	14 - 15
12.1	Clause Headings	14
12.2	Advice	14
12.3	Voluntary	14
12.4	Authorized	15
12.5	Joint Drafting of the Agreement	15
12.6	Counterparts and Copies	15
12.7	Governing Language	15
12.8	Severability	15
12.9	Gender	15
12.10	Singular and Plural	15
12.11	No Waiver	15
12.12	Venue	15

SECTION 1
DEFINITIONS

- 1.1 The following words, phrases and terms in this Agreement shall, unless the context indicates otherwise, have the meanings set against them.
- 1.2 **“Agreement”** means and includes altogether this APSA Terms and Conditions, Books, Due Diligence Information, Invoices, Order Forms and Services as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.3 **“Analysis”** means and includes the scope of information made available to You containing specialized information, articles, data, newsletters, research, and any other documents drafted by APSA for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.4 **“APSA”** means and includes Asset Protection Services of America Trust, a Non-Grantor, Irrevocable, Complex, Discretionary, Spendthrift Trust, having its address situated at:

Asset Protection Services of America Trust
732 South 6th Street
Suite N
Las Vegas, Nevada 89101-6948

and any subsidiary, affiliate, agent, employee, professional agency or intermediary of Asset Protection Services of America Trust which may be involved in the provision of any Services.

- 1.5 **“Books”** means and includes the scope of information made available to You contained in published information and materials by APSA for educational purposes as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.6 **"Client"** means any Person for whom or in relation to which Services are provided by APSA and shall in the case of more than one such Person mean such Persons jointly and severally and shall include their respective surviving heirs, personal representatives, successors and assigns.
- 1.7 **“Communications”** means and includes any conversation or communication by:
- 1.7.1 direct contact;



- 1.7.2 telephone or any form of voice communications systems;
 - 1.7.3 regular mail, courier mail, certified mail, registered mail or electronic mail (e-mail) including DropBox, pCloud, iCloud or any other electronic system;
 - 1.7.4 facsimile (fax);
 - 1.7.5 posted or texted messages including SMS on cellular telephones, over the Internet through Skype or any other type of interactive messaging system.
- 1.8 "**Company**" means and includes any artificial Person, association, company, corporate body, partnership, trust or any other incorporated or unincorporated Person for or in relation to which Services are provided by APSA and shall in the case of more than one such Person mean such Persons jointly and severally, and shall include their respective surviving heirs, personal representatives, successors and assigns.
- 1.9 "**Due Diligence Information**" means and includes the scope of information made available to You containing the certified proof of identity, certified proof of residency, bank reference letter, professional character reference letter, personal questionnaire, tax advice affidavit, source of funds affidavit, proof of no criminal record, color-copies of driver's license, business plans and any other information required under Know Your Client (KYC) regulations or required by APSA in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.10 "**Employee**" means and includes the directors, members, officers, partners and any other staff of APSA wherever situated from time to time and their respective surviving heirs, personal representatives, successors and assigns.
- 1.11 "**Invoices**" means and includes the scope of information made available to You containing the costs, expenses, fees and prices of Services provided by APSA for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.12 "**Newsletters**" means and includes the scope of information made available to You in the periodic newsletter entitled "Cover Your Assets" containing information on Services provided by APSA for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.13 "**Order Forms**" means and includes the scope of information made available to You containing forms for You to provide specific and detailed information and documentation required by APSA to perform Services for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.14 "**Person**" means and includes a natural human being or an artificial entity that is recognized by law as having the rights and duties of a human being including any Company or other associations whether incorporated or unincorporated.
- 1.15 "**Price Lists**" means and includes the scope of information made available to You containing information on Services provided by APSA for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.16 "**Primary Contact**" means and includes the Person designated by You to be first contacted in all Communications and the said Person who is responsible for providing binding instructions for the performance of Services between APSA and You.
- 1.17 "**Services**" means and includes the scope of information made available to You in the APSA Price List and any Invoice detailing the proposed or undertaken Services performance by APSA for or on Your behalf as contained in physical or electronic form on the APSA Website or through any other means of Communications.
- 1.18 "**Website**" means and includes any of the following domain names, URL's, or other website addresses owned or controlled in part or in full by APSA:
- 1.18.1 www.AssetProtectionServices.com



- 1.19 “**You**” and “**Your**” means and includes altogether the aforementioned Definitions of “Client” and “Company” jointly and severally.

SECTION 2 DISCLAIMER

All Rights Reserved

- 2.1 APSA holds © Copyrights with All Rights Reserved on the APSA Website and any related Books, Newsletters, documents or publications. No part of the APSA Website nor any related Books, Newsletters, documents or publications may be reproduced, retransmitted or rebroadcast in any form or by any means without the express prior written consent of the copyright holder.

Educational Materials

- 2.2 All of the information contained on the APSA Website and any related Books, Newsletters, documents or publications have been prepared for continuing research and although these materials may be technical in nature they carry no weight other than being educational in purpose and specifically do not constitute legal advice.

Information and Concepts

- 2.3 The information and concepts presented on the APSA Website and any related Books, Newsletters, documents or publications have been garnered from sources deemed reliable at the time of rendering. Since laws, rules, rulings, regulations, statutes and codes are constantly changing and evolving, the information may not be current and APSA takes no responsibility for updating, omitting or correcting any information on the APSA Website or any related Books, Newsletters, documents or publications.

No Assurances

- 2.4 APSA offers no assurances as to the suitability of any particular Service meeting any of Your stated aims, goals or objectives; APSA further recommends You seek independent accounting, financial, investing, legal, tax or other professional advice in any jurisdiction that may affect You.

No Endorsements

- 2.5 APSA is not responsible for examining, evaluating or endorsing the content, accuracy, completeness, compliance, decency, legality, quality, timeliness, validity or any other aspect of Services provided by any affiliated firms, corporate service providers or third-parties and APSA does not warrant, endorse or assume any liability or responsibility whatsoever to You for Services provided by any affiliated firms, corporate service providers or third-parties.

No Guarantees

- 2.6 APSA offers no guarantees the information on the APSA Website and any related Books, Newsletters, documents or publications as being comprehensive, exhaustive, accurate or complete and further states that the information provided is on an "AS IS" basis; Any guidance or reliance on the content found on the APSA Website or any related Books, Newsletters, documents or publications is at Your sole risk.

No Responsibility

- 2.7 To the maximum extent permitted by applicable law, APSA and any APSA advisors, directors, Employees, members, officers, partners, professional agencies, professional intermediaries, shareholders, staff, ultimate beneficial owners and any other affiliated firms, corporate service providers or third-parties wherever situated, take no responsibility whatsoever, whether individually or collectively, for the manner in which You may choose to interpret or use the information presented on the APSA Website, any related Books, Newsletters, documents or publications, or in any of Your Communications with APSA, and shall not be held liable for any civil or criminal liability or damages whether direct, indirect, special or consequential resulting from any of Your interpretations or use of the information provided or as contained in physical or electronic form on the APSA Website or through any other means of Communications.



No Sanctioning

- 2.8 The contents of the APSA Website and any related Books, Newsletters, documents or publications shall not be taken as sanctioning or advocating any unlawful act or for any improper use of any entity structures or for any illegal or fraudulent purposes whatsoever.

No Warranties

- 2.9 No representations or warranties are given or implied to render any accounting, financial, investing, legal, tax or other professional advice. No accounting, financial, investing, legal, tax or other professional advice is intended, approved or authorized by APSA. If any accounting, financial, investing, legal, tax or other professional advice is required, then a competent professional should be sought by You.

SECTION 3 RELATIONSHIP

Association

- 3.1 Nothing in this Agreement purports to create a legal partnership, joint venture, employee / employer or principle / agent relationship, nor any other kind of business association between You and APSA.

Conflicts of Interest

- 3.2 Unless otherwise specifically agreed to in writing, APSA is not precluded from acting for another party in any transaction or in providing any Services with which You are associated even if such transactions or Services may present conflicts of interest for or be in direct competition to You.

Current Agreement

- 3.3 APSA, at its sole discretion, may alter, amend or otherwise change any portion of this Agreement from time to time without any prior notice to You and the current Agreement as contained on the APSA Website shall be deemed and accepted by You as the standing Agreement.

Entire Agreement

- 3.4 This written Agreement contains the entire Agreement and there are no representations, agreements, arrangements or understandings, oral or written, between You and APSA relating to the subject matter of this Agreement which are not fully expressed in this Agreement; Any modifications, amendments or changes desired by You to this Agreement shall be presented in writing and signed by You and APSA and attached hereto as an Amendment. However, pursuant to Section 3.3 (above), APSA may change this Agreement at any time by posting altered (ie. updated) versions on the APSA Website.

Legally Binding APSA

- 3.5 This Agreement becomes legally binding for APSA upon the express acceptance of APSA by the performance of Services for or on Your behalf.

Legally Binding You

- 3.6 This Agreement becomes legally binding to You upon the date of Your signature for the submission of any Invoice, Order Form and/or payment made to APSA for Services.

Professional Fees

- 3.7 The sole interest of APSA lays in the earning of fees for the provision of Services as specified in this Agreement. APSA has no business participation with, control in, power over, ownership of, nor beneficial interest in You or Your Company.

Term

- 3.8 This Agreement shall last for twelve (12) consecutive months commencing on the date You become legally bound by this Agreement and shall automatically renew for twelve (12) consecutive months upon Your purchase of any new or annually renewable Services.



SECTION 4

APSA COVENANTS AND LIABILITY

Appointees

- 4.1 APSA maintains sole discretion to designate any Person to an Appointee position including subsequent changes, replacements or removal of such designated Persons.

APSA Confidential Information

- 4.2 APSA shall not be obliged to disclose to You any Due Diligence Information, confidential information, or other information about You obtained by APSA at any time while acting in any capacity other than in the course of acting on Your behalf.

Beyond Reasonable Control

- 4.3 APSA shall not be held liable for nor incur any liability for any failure or delay in the performance of Services under this Agreement arising out of or caused directly or indirectly by circumstances beyond the reasonable control of APSA including but not limited to accidents, acts of any civil or military authority or governmental action, acts of God, civil or military disturbances, computers (hardware or software), communication services, criminal activity, earthquakes, epidemics, fires, floods, interruptions, labor disputes, loss or malfunctions of utilities, riots, sabotage, terrorism or wars, provided APSA shall use reasonable measures to resume timely performance of Services.

Company Records

- 4.4 Company records are kept on file with APSA or other Persons involved in the performance of Services and shall only be handed over to the Primary Contact if requested or as required by law.

Hold Harmless and Indemnify

- 4.5 You undertake and guarantee at all times to hold harmless and to indemnify to the greatest extent permitted by law APSA from and against all losses, actions, suits, proceedings, claims, demands, damages, costs, charges, fees, expenses and liabilities (or actions, investigations or other proceedings thereof) whatsoever which may arise or accrue or be taken, commenced, made or sought from or against APSA in connection with You or any Company or arising from the provision of any Services and shall reimburse APSA for any and all costs, fees and expenses which are incurred by APSA in connection with investigating or defending any such claim or proceeding.

Intellectual Property Rights

- 4.6 APSA shall retain all copyright and other intellectual property rights in everything developed, designed or created by APSA or any affiliate, agent, employee, professional agency, intermediary or any other Person before or during the course of carrying out Services including but not limited to analysis, Books, know-how, methodologies, Newsletters, programs, publications, reports, software, systems, working papers and all other oral or written advice, as well as any other documents or materials provided by APSA to You.

Loss or Damage

- 4.7 APSA is not responsible for any decisions whether personal, commercial or otherwise that You make and shall not be held liable for any direct or indirect economic damages or consequential losses suffered by You.

Prohibitions

- 4.8 APSA may be prohibited from providing You Services by reason of legal restrictions, embargo, holding political or public office, undischarged bankruptcies or judgments, holding no legal capacity, being a minor, or any other legal or moral reason, and shall not be held responsible for any failure to perform Services caused by such prohibitions.

Third Parties

- 4.9 APSA is not liable for any act, error or omission on the part of any third-party advisor, agent, contractor or any other associated or referred third-party Persons for:
- 4.9.1 providing You advice;



- 4.9.2 acting on Your behalf;
- 4.9.3 Your reliance on any advice or performance of any third-party, advisor, agent, contractor or any other associated third-party Persons.

Waiver of Claim

- 4.10 Any claim of any sort whatsoever arising out of or in connection with this Agreement shall be brought only against the party with whom You contract and no claims in respect to any Services shall be brought against APSA or any other Persons involved directly, indirectly or otherwise in the performance of Services.

Your Confidential Information

- 4.11 All information regarding Your affairs shall be regarded as and kept strictly confidential by APSA at all times to the fullest extent allowable under law and shall not be revealed to anyone without Your consent, unless under the foregoing circumstances wherein APSA shall not be held liable for any loss, damage or compensation whatsoever when:
 - 4.11.1 APSA is consulting or contracting with third parties acting on Your behalf or in Your interest to fulfill Services;
 - 4.11.2 Your information or affairs are already in the public domain;
 - 4.11.3 consent to disclose is instructed, granted or implied by You;
 - 4.11.4 failure to make such a disclosure would, in the opinion of APSA, be prejudicial to APSA;
 - 4.11.5 APSA is compelled to give evidence or produce information as required by law to an officer or inspector of any governmental, regulatory, policing, revenue or judicial authority;
 - 4.11.6 Maintain compliance with the Corporate Transparency Act.

SECTION 5 **YOUR COVENANTS AND LIABILITY**

Company Records

- 5.1 When required to maintain compliance or standards imposed by any applicable laws, You shall immediately upon request provide APSA with the appropriate Company records and any other necessary documents for APSA to prepare and file Company records in a timely and professional manner.

Criminal Activity

- 5.2 You undertake and guarantee that you are and shall remain in compliance with all applicable local, state and federal laws, including local laws of the country or region in which You reside or in which Services are provided by APSA and You shall not permit APSA nor any of the Services provided by APSA to become involved directly, indirectly or otherwise with any criminal activities, corruption, embezzlement, fraud, human trafficking, money laundering, sanction circumvention, tax evasion, acts of terrorism, terrorist financing, trade or trafficking in restricted substances, or any other activity that is defined as criminal by law.

Filing Requirements

- 5.3 You undertake and guarantee to comply with any and all filing requirements in any applicable jurisdiction and that all taxes and governmental dues payable by You are discharged.

Internet Activity

- 5.4 You undertake and guarantee that You shall not conduct any business on the internet engaged directly, indirectly or otherwise with arms, drug paraphernalia, gambling, human or animal trafficking, gaming, illegitimate non for profit organizations, pyramid schemes, Ponzi schemes or any other schemes, immoral unethical or illegal multi-level marketing schemes, organ donating or experimental testing, pornography, cults, weapons or munitions, or any other activity that in the sole discretion of APSA may damage the reputation of APSA.

Material Changes

- 5.5 You shall notify APSA of any material changes in Your address and contact information.



Securities Activity

- 5.6 You undertake and guarantee not to manage any Company in any manner contrary to any applicable code or act pertaining to dealing in securities.

Source of Company Funds

- 5.7 You undertake and guarantee that no asset introduced into a Company either at the commencement of business, nor at any time thereafter, is derived from any activity demonstrating intent to defraud a judgement creditor or the rights of a potential creditor and in no way constitutes a fraudulent conveyance of any kind.

Trustee and Co-Trustee

- 5.8 Where APSA provides trustee Services for a trust, the settlors or grantors of the trust shall not control the trust. Although the trust may receive non-binding wishes expressed by the settlors or grantors of the trust from time to time, the trust shall be controlled by the trustee or co-trustee.

Your Responsibility

- 5.9 It is Your responsibility to carry out any obligations ascribed to or undertaken by You and provide APSA at all times with accurate, complete and truthful information and documentation in a timely manner.

SECTION 6

INSTRUCTIONS AND PROCEDURES

Ambiguous Instruction

- 6.1 APSA shall not incur any liability or be held responsible for any loss or damage for failure to act in part or in whole on any unclear authentic action, incomplete, illegible, conflicting or ambiguous instruction request or advice regardless of the method of Communication and shall not be obliged to act until such shortcomings are remedied to the satisfaction of APSA.

Authorization to Act

- 6.2 APSA is authorized to act on all instructions, requests or advice from You or Your Primary Contact with or without authentication or verification of Communications when APSA reasonably believes You or Your Primary Contact are acting as the duly authorized Person to manage Your affairs.

Communications Failure

- 6.3 APSA shall not incur any liability or be held responsible for any loss or damage arising from any Communications failure or error by or to any Persons however so transmitted or dispatched or for any interference or interception made during the transit or transfer of any Communications.

Discretionary Powers

- 6.4 Unless otherwise specifically agreed in writing, APSA maintains discretionary powers to decide on any courses of action to be adopted in the handling of any Service related matters and to assign an Employee or Person to undertake such work.

Information and Data Destruction

- 6.5 APSA reserves the right to store all Your original information or copies of original information and data for a period of up to ten (10) years at which time APSA may destroy Your said information and data.

Information and Data Storage

- 6.6 To the fullest extent allowable by law, all Your original or copies of original information and data held by APSA on any computer system is the sole property of APSA and neither You nor any Person acting for You or on Your behalf shall have any control over that information and data at any time.

Legal Obligation to Act



6.7 APSA shall only act within the scope of this Agreement or upon receipt of instruction from You or the Primary Contact and shall not act upon the sole discretion of APSA except when under legal obligation to do so.

Primary Contact Instruction

6.8 Where multiple Persons are involved under this Agreement, all such Persons shall agree upon the appointment of one Primary Contact authorized to represent, act and exercise full power in respect to each Person; and all Persons further understand and agree the obligations of each Person under this Agreement are still applicable jointly and severally.

Reasonable Effort

6.9 APSA shall make every reasonable effort to undertake all proper and intelligible instructions, requests and advice in a timely manner without agreeing to meet any same day or next business day deadlines unless so agreed by You and APSA in writing; and absent gross negligence, APSA shall not incur any loss or damage arising from the length of time taken to act upon such instructions.

Right to Refrain

6.10 APSA shall refrain from acting on any instruction, request or advice if APSA considers such action may:

- 6.10.1 conflict with any provision within the bylaws, articles of organization, memorandum, articles of association, operating agreement, partner agreement, trust agreement, or any other of governing documents of Your Company;
- 6.10.2 expose APSA or any APSA Employee to any liability or risk of prosecution;
- 6.10.3 be in contravention with any law or regulation or be considered illegal;
- 6.10.4 in the sole opinion of APSA may result in damaging to our reputation or good standing.

SECTION 7
FINANCIAL TRANSACTIONS

Commensurate

7.1 The frequency, depth and volume of information provided to APSA shall increase commensurate to the scope of Services required to be provided by APSA and may cause unforeseen delays.

Credit Cards

7.2 Payment by debit or credit card or online services may be subject to an additional surcharge to cover bank handling fees and administrative work in respect to the payment.

Fees

7.3 Unless otherwise specifically set out in writing in an Invoice from APSA, all fees shall be in the amounts indicated on the APSA Price List as contained in physical or electronic form on the APSA Website or through any other means of Communications and are subject to change at any time without prior notice.

Financial Transfers

7.4 All transfers and transmissions of Your monies, assets or financial documents are made at Your risk and APSA shall not be liable for any loss, damage or delays howsoever caused.

Foreign Filing Requirements

7.5 Some states may require that an entity formed in another state, which holds title to real property within their state, file as a foreign entity (ie. Foreign-file) in order to conduct business in the state wherein the property is located subjecting the said entity to state taxes on the income received from the sale of any real property in their state.

Invoices

7.6 APSA provides Invoices to You as a definitive indication as to the costs associated with the performance of specific Services and APSA is not bound to provide any Services until all fees are paid in full and APSA is in receipt of and has accepted all the necessary information and documentation required to process Your order.



No Refund Policy

- 7.7 All sales are final. Once payment is remitted, credits or exchanges may be permitted (under very limited circumstances) for up to 30-days after which time *no refunds* shall be issued, whether partial or in-full.

Late Payments

- 7.8 The late payment of annually renewable fees and state or government fees may create substantial late penalties or surcharges payable by You prior to APSA performing any additional Services and failure to pay all such penalties, surcharges or other late fees may result in the Company losing the status of good standing, being revoked, dissolved or struck-off the Registry.

Outstanding Obligations

- 7.9 If You fail to settle any outstanding Invoices, debts, fees or other obligations with APSA for Services or for the renewal of Services upon immediate receipt of the Invoice, then APSA may maintain possession and/or control of any Company records, documents, titles or any other assets until such time as the outstanding obligations have been paid in full or are discharged.

Professional Services

- 7.10 The hourly fees for Profession Services are calculated by the time spent, matter complexity, degree of skill and responsibility, urgency, amount of research with governmental, regulatory, judicial or revenue agencies, and the seniority of the Employee or Person required.

SECTION 8 OFFICE SERVICES

Business Address

- 8.1 Business address services permit the use of the registered address for public announcements, advertising, business cards, contracts, invoices, promotions, stationary and websites as the registered office of the Company.

Change of Office

- 8.2 In the event APSA physically relocates offices involving the change of registered address You shall receive a thirty (30) day written notice; APSA assumes no liability or responsibility for any inconvenience or cost incurred by You as a result of such change to the registered address.

Mail Forwarding

- 8.3 In all jurisdictions where provided, under the APSA office mail-forwarding Services, APSA shall receive mail addressed to the Company and:
- 8.3.1 make every reasonable effort to forward mail within one (1) business week and no less than two (2) business weeks upon receipt;
 - 8.3.2 forward mail by regular, unregistered USPS mail to the Primary Contact;
 - 8.3.3 forward outbound mail and may, when reasonably applicable, Invoice You handling charges for each unit plus actual postage costs;
 - 8.3.4 assume no responsibility for loss or misplacement of incorrect, vague or ambiguous mail addresses and shall not make any inquiries in regards to such mail;
 - 8.3.5 reserves the right to open any mail for Due Diligence Information or security purposes;
 - 8.3.6 reserves the right to refuse any mail that cannot be clearly identified as addressed to the Company;
 - 8.3.7 reserves the right to cease providing Services for failure of timely payment;
 - 8.3.8 reserves the right to hold any mail that cannot be clearly attributed to the Company for a period of up to three (3) months and may thereafter destroy such mail;
 - 8.3.9 prices and services are subject to change in any jurisdiction without notice.

Resident Agent



- 8.4 Resident agent and registered office services are required by law for the service of process, legal deliveries and government notices and shall cease immediately for non-payment or if the Company should lose its status of good standing with APSA or any respective Secretary of State.

Registered Office

- 8.5 Unless You purchase office Services, You shall not make nor permit any reference to the registered office of the Company in any public announcements, advertising, business cards, contracts, invoices, promotions, stationery, websites or anywhere else representing the registered address as the location of Your business operations, commercial records or management and control of the Company.

SECTION 9
CUSTOMIZED PROGRAMS

Estate Planning Documents

- 9.1 The estate planning documents provided by APSA are prepared with a professional software program according to Your instructions. Any estate planning document questions pertaining to beneficiary designations, funding or re-titling assets, IRA's, Keogh's, pensions, 401(k)'s, or other retirement benefits should be directed to Your financial, legal or tax advisor as there could be important financial, legal or tax consequences surrounding Your estate planning decisions.
- 9.1.1 It is Your sole responsibility to properly transfer Your assets into Your Revocable Living Trust. Only assets properly titled in Your Revocable Living Trust may avoid probate upon Your death.

Offshore Incorporation

- 9.2 Offshore incorporation Services are available in a variety of jurisdictions throughout the world and such Services are performed through a legal provider (i.e. law firm) which is generally located on-the-ground in the country wherein such Services are requested. APSA has no influence whatsoever to persuade a favorable outcome for any such request for incorporating offshore. The legal provider in each nation is solely responsible for decisions regarding the approval or denial of any offshore incorporation application.

Bank Account Introductions

- 9.3 Bank account introduction Services are available in a variety of jurisdictions throughout the world and such Services are performed through a financial institution (i.e. bank) which is generally located on-the-ground in the country wherein such Services are requested. APSA has no influence whatsoever to persuade a favorable outcome for any such request for opening an individual or corporate bank account. The bank in each nation is solely responsible for decisions regarding the approval or denial of any bank account application.

Dual Citizenship

- 9.4 The countries which provide residency, permanent residency, work VISA's and/or dual citizenship programs are authorized and sanctioned under their respective constitutions or enacted legislation. APSA has no influence whatsoever to persuade a favorable outcome for any such applicant. The Immigrations Departments of each nation are solely responsible for decisions regarding the approval or denial of any citizenship application.

SECTION 10
DISPUTES

Arbitration

- 10.1 The liability of both Parties under this Agreement is limited. The maximum liability of both Parties shall never exceed the total amount paid for Services under this Agreement. Any dispute, controversy or claim arising out of or relating in any way to the Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. The Party seeking arbitration shall make a demand for arbitration to the other Party within a reasonable time



after the claim, dispute or other matter in question has arisen, and in no event shall it be made after 365 days from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

Arbitration Arbitrator

- 10.2 The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the Parties shall, in the presence of each other, each place the names of up to three (3) proposed arbitrators into a container and have a neutral third-party select a name from the container to serve as arbitrator.

Arbitration Rules

- 10.3 The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association. The arbitration shall be conducted in Nevada. The laws of the state of Nevada shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party.

The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness no less than thirty (30) days before the arbitration hearing. If ordered by the arbitrator, the Parties shall submit to the arbitrator their pre-hearing arbitration briefs, which may be confidential or non-confidential as ordered by the arbitrator.

Attorney's Fees

- 10.4 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

Each party shall pay in advance its own proportionate share of arbitrator fees and expenses. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

SECTION 11 TERMINATION OF SERVICES

Complaints

- 11.1 If for any reason You are aggrieved by the performance of APSA, the exact nature of the complaint and the proposed remedy shall be set out in writing in the English language in reasonable detail and sent to APSA to the attention of the managing-member by express courier mail with signature required and upon receipt of the notice of complaint APSA shall be granted ten (10) business days to swiftly settle the dispute in good faith.



Notices

- 11.2 Any notice shall be in writing to the Person concerned at the last known Communications address and when:
- 11.2.1 delivered personally shall be deemed received at the time of such delivery;
 - 11.2.2 sent by facsimile or e-mail shall be deemed received at the time of dispatch;
 - 11.2.3 sent by express courier mail shall be deemed received 5 business days after posting;
 - 11.2.4 sent by standard airmail shall be deemed received 10 business days after posting.

Termination by APSA

- 11.3 APSA may, at the sole discretion of APSA, terminate this Agreement at any time upon providing You written notice of termination without any obligation on the part of APSA to disclose the reason for the termination of this Agreement, and APSA assumes no responsibility or liability for any inconvenience or cost incurred by You for such termination or to obtain new Services.

Termination by You

- 11.4 You may, at Your sole discretion, terminate this Agreement at anytime upon providing APSA written notice of termination without any obligation on Your part to disclose the reason for the termination of this Agreement and you waive, indemnify and hold harmless APSA of any responsibility or liability for any inconvenience or cost incurred by You for such termination or to obtain new Services.

Reimbursements

- 11.5 Upon the termination of this Agreement, APSA is not responsible nor obligated to provide You a reimbursement for any monies paid by You for Services rendered whether in-part or in-full.

Termination Fees

- 11.6 Upon termination of this Agreement, You are responsible for remitting full payment for any outstanding invoices, fees, registrar and government fees and any other expenses, disbursements or transfer fees associated with the termination of this Agreement.

SECTION 12 **GENERAL**

Clause Headings

- 12.1 Inserted above each section are clause headings for Your convenience and shall not affect the construction or interpretation of any part of this Agreement.

Advice

- 12.2 You have been advised to seek the advice of an attorney before executing this Agreement.

Voluntary

- 12.3 You represent that You have entered into this Agreement freely and voluntarily and have not been coerced into entering this Agreement by APSA or any third-party.

Authorized

- 12.4 The Parties warrant that they are authorized to enter into this Agreement on behalf of the named individual or business entity and that each Party is sufficiently experienced in business affairs to properly evaluate the potential risks (if any) contemplated herein.

Joint Drafting of the Agreement

- 12.5 Because the Agreement is entered into voluntarily, and with all of the Parties having an opportunity to review the Agreement with competent legal counsel, the Agreement shall be deemed to be jointly drafted by the Parties, regardless of which party actually drafted the Agreement.



Counterparts and Copies

12.6 This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered that bears the signature of a Party hereto shall be binding upon such Party and all counterparts shall together constitute one original.

Governing Language

12.7 The governing language of this Agreement is English, and if any documents or Services originate or are translated into a foreign language then interpretation thereof or disputes arising therefrom between the English and non-English versions, the English version shall prevail.

Severability

12.8 Each clause, term or provision of this Agreement constitutes a separate and independent provision of this Agreement. In the event any clause, term or provision of this Agreement is determined by any court or authority of competent jurisdiction to be void, illegal or unenforceable the remaining clauses, terms or provisions shall continue in full force and effect as if the invalid provision had never been included.

Gender

12.9 Unless the context indicates otherwise, masculine gender shall include the feminine and neuter and vice versa; reference to any gender includes all genders.

Singular and Plural

12.10 Unless the context indicates otherwise, words importing the singular shall include the plural and vice versa.

No Waiver

12.11 No failure, delay or forbearance by APSA in the exercise or enforcement of any rights or remedies available to APSA shall amount to or be deemed to be a waiver of such rights or remedies nor shall partial exercise of any rights or remedies prevent further exercise thereof.

Venue

12.12 This Agreement and any dispute or matter arising out of or in connection with this Agreement shall be exclusively governed and construed in accordance with the laws of the state of Nevada and You waive any right to object on the basis that the action is brought in an inconvenient language or forum to any action brought in the state of Nevada.

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