

ATTORNEY FOR SERVICE/REGISTERED OFFICE/AUTHORIZED REPRESENTATIVE TERMS AND CONDITIONS

These terms and conditions apply to the business relation between the Client and the "Attorney for Service" or authorized representative (as identified herein), hereafter called the Agent, arising from the Client requesting the Agent to provide certain corporate services. Upon their signature by the Client, these terms and conditions, shall constitute a binding agreement between the Client and the Agent.

DEFINITIONS

"The Agent" means All Licences Ltd.

"Services" may mean any or several of the following: company filings and changes, acting as Attorney for Service, provision of registered office, provision of mail, fax and message forwarding, and any other corporate services of similar nature that the Agent agrees to provide.

"Company" means any company beneficially owned by the Client for which Services are provided by the Agent.

"Client" means the beneficial owner(s) of the Company and/or the person(s) who has requested the Agent to provide Services, as identified in detail at the end of this document, as well as any such person(s) whom the Client may represent, in the case of more than one person all such persons jointly and severally.

"Communication" means any communication between the Agent and Client by any of the following methods: (a) email or other message or form posted through internet; (b) fax; (c) courier or mail delivery, any of the above being addressed to the last known or notified address of the recipient.

"These Terms" mean these Terms and Conditions.

PROVISIONS

1. All fees charged by the Agent to the Client shall be in amounts indicated in the standard list of fees or as specifically sent to the Client by the Agent in the form of invoice or pricelist. The fees are subject to change, but any increase of fees will become effective only upon 30 days advance notice, except for increases in government fees and charges which become effective immediately.
2. An invoice issued by the Agent to the Company or to the Client is grounds for payment of any fees. Invoices will only be issued by the Agent after a reasonably clear confirmation or request for services is received from the Client by any means of Communication. Invoices may be sent and shall be deemed to be received by Client if sent by any means of Communication. Any specific terms of payment of the respective fees will be indicated in the Invoice.
3. The Agent reserves the right not to provide any Services before any invoiced fees are paid in full by the Client.
4. The Client understands that late payment of certain fees, in particular annually recurring fees, may involve additional penalties or surcharges payable by the Client before any services are provided.
5. When "Attorney for Service" service is provided by the Agent, reference shall not be made to that offices' address in any advertisement, promotion or public announcement without the specific advance written consent of the Agent.
6. The Client confirms and guarantees that no instructions given to the Agent will require or involve any unlawful act or contain any falsehood and that all information given, including the information given in any documentation provided, is and will be accurate.
7. The Client undertakes to be bound by, and authorizes the Agent to act on all lawful and reasonable instructions, requests, and advice signed or given by, or purporting to be signed or given by the Client or his authorized representative or any person the Agent believes to be duly authorized by the Client.

8. The Agent shall not be responsible for the authenticity of any signature, instruction, or notice by the Client or any authorized representative or be in any way liable for giving effect to any forged signature, instruction, or notice purportedly given by the Client or any authorized representative. The Agent shall be entitled but not bound to require that any notice, instruction, or signature be authenticated to its satisfaction.
9. The risks of misunderstandings and errors due to bad or incomplete communication from the client, and the risks of instructions being given by unauthorized parties are the Client's own, and the Agent shall not be responsible for any loss, liability, or expense that may result in respect of any good faith action taken or permitted to be taken in reliance upon any instruction, notice, other documents, or oral communication reasonably believed to be genuine and shall not be responsible for any non-receipt thereof or any errors or ambiguity in any notice or instruction.
10. The Client agrees to provide the Agent with any change in address within fourteen days. The Client further assigns no liability to the Agent if, using any means of communication or document forward method as deemed appropriate to the last known fax, telephone number, address or e-mail address, the client fails to receive information needed.
11. The Agent may in its absolute discretion refuse to comply with any instructions received from the Client or any authorized representative, if in its opinion such instruction or the implementation thereof would be dishonest, incorrect or contravene any applicable law or regulation.
12. The Client acknowledges that in certain circumstances the Agent may be obliged by order of a competent Court or authority to disclose evidence and information to courts or authorities in connection with the Client's or the Company's affairs. Where the Agent receives such a disclosure order, unless prohibited by law or by the terms of such order, the Agent shall promptly notify the Client or the Company of same using the last known fax, telephone number, address or e-mail address.
13. Where the Client comprises more than one individual (each a "Client Individual"), each Client Individual hereby agrees that each of the other Client Individuals may give instructions to the Agent in connection with the provision of Services and that the Agent may consider such instructions to be proper Client instructions unless the Agent receives advance written notice to the contrary from any one of the Client Individuals. Each Client Individual agrees that his or her liabilities and obligations under this Agreement are joint, several, and indivisible regardless of whether the Client Individuals act jointly or individually with respect to the Company and regardless of which of them gave any instructions.
14. The Agent reserves the right by giving notice in writing from time to time to vary these standard Terms and Conditions by altering, adding to, or deleting any or all of them, or making any new terms and/or conditions, provided always that no such variation shall become effective until agreed to in writing by the client.
15. If the Agent in its discretion considers that for whatever reason it does not wish to continue to provide any or all of the Services, it may resign by giving one month advance notice and without being obligated to give any reason whatsoever.
16. The Client may at any time upon one month's prior notice in writing require the Agent to cease to provide any or all of the Services hereunder.

Dated _____

Director