

## CLIENT SERVICE AGREEMENT

**THIS AGREEMENT** between **PREMIER OFFSHORE LIMITED** of Suite 206, Premier Building, Albert Street, Victoria, Mahé, Seychelles (hereinafter referred to as "**PREMIER**") which expression shall include its parent, subsidiary, associated and affiliated companies and their directors, shareholders, officers, employees and agents, its successors and assigns, of the one part and the undersigned client (hereinafter referred to as "**the Client**") of the other part.

**WHEREAS** the Client has agreed to supply without delay the information in Appendix A (Client Due Diligence Information) annexed hereto which the Client acknowledges is required to enable PREMIER to comply with Seychelles Legislation and until such, Client Due Diligence Information is provided to PREMIER and the requisite fees have been duly paid, the Client relationship's with PREMIER shall not be formally secured by PREMIER and shall not materialize;

**WHEREAS** the Client has requested PREMIER to establish the entity or entities ("facility" or "facilities"), details of which are set out in Appendix B (Trust Information) and / or Appendix C (Company Incorporation Form) annexed hereto, and

**WHEREAS** the Client has read and agreed to the Terms and Conditions of Business (Appendix D) and the Fee Schedule, both of which may be amended by PREMIER from time to time, annexed hereto, which the Client acknowledges form an integral part of this Agreement, the parties hereto have agreed as follows:-

1. The Client instructs PREMIER and PREMIER agrees; to establish the facility or facilities and undertake the other services (hereinafter collectively "the Specified Services") specified in Appendix B and / or Appendix C annexed hereto.
2. The Client warrants, undertakes and confirms that:-
  - (a) All information contained in this Agreement and the Appendices annexed hereto are correct and complete in all respects and the Client undertakes to notify PREMIER of any material changes or events as and when they occur. Furthermore, the Client hereby authorizes PREMIER to obtain independent verification of any information provided by the Client or obtain such further information or make such further enquiries as PREMIER may, at its discretion, require.
  - (b) He / she has obtained such independent competent professional advice as to legal, taxation, investment - accountancy or exchange control matters as may be appropriate or desirable.
  - (c) Any and all sums which may be credited to the facility or facilities created or to be created hereby are and will be beneficially owned by the facility holder.
  - (d) In the case of the establishment of a trust:-

- (i) he / she has no knowledge of any existing or contingent debts which he/she is unable to -satisfy and further that, before and after transferring assets into trust, he / she remains solvent, and
- (ii) he / she is not aware of any material pending litigation against him /her nor is he / she aware of any event of whatsoever nature, which could give rise to such litigation.

- 3. This Client Service Agreement shall be deemed to apply to all and any facility or facilities which PREMIER may or be requested by the client to establish in addition to the facility or facilities referred to in Appendix B or Appendix C.
- 4. This Client Service Agreement shall not be assigned or transferred by the Client without the prior written consent of PREMIER, and shall be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

Accepted by the Client

Accepted Premier Offshore Limited

\_\_\_\_\_  
Signature of Client  
Insert Full Name:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Signature of Client (if more than one)  
Insert Full Name:

\_\_\_\_\_  
Date of Agreement