

ALPHA CONSULTING LTD.

SERVICES PROVISION AGREEMENT

- (1) **ALPHA CONSULTING LTD**
- (2) **INCO BIZZ B.V.**

DATED 7TH AUGUST 2013



THIS AGREEMENT IS MADE ON THE 7TH AUGUST 2013

BETWEEN:

ALPHA CONSULTING LTD. REGISTERED IN THE SEYCHELLES UNDER COMPANY NUMBER 846962-1, WHOSE REGISTERED OFFICE IS AT SUITE 1, SECOND FLOOR, SOUND & VISION HOUSE, FRANCIS RACHEL STR., VICTORIA, MAHE, SEYCHELLES (HEREINAFTER CALLED "ALPHA CONSULTING"); AND

INCO BIZZ B.V., REGISTERED IN NETHERLANDS UNDER COMPANY NUMBER 34392533 WHOSE REGISTERED OFFICE IS TAKKEBIJSTERS 17E, 4817 BL BREDA, NETHERLANDS (HEREINAFTER CALLED "THE CLIENT").

WHEREAS:

ALPHA CONSULTING IS A LICENSED REGISTERED AGENT IN THE SEYCHELLES AND PROVIDES SERVICES RELATING TO THE FORMATION AND ADMINISTRATION OF INTERNATIONAL BUSINESS COMPANIES IN THE REPUBLIC OF THE SEYCHELLES AND ANY OTHER JURISDICTIONS UPON REQUEST.

IT IS AGREED AS FOLLOWS:

DEFINITION AND INTERPRETATION

IN THIS AGREEMENT, UNLESS THE CONTEXT REQUIRES OTHERWISE:
THE FOLLOWING WORDS HAVE THE FOLLOWING MEANINGS:

"THIS AGREEMENT"	THIS AGREEMENT, INCLUDING THE SCHEDULES;
"ASSOCIATES"	ANY OFFICER, SECRETARY, EMPLOYEE, MEMBER OR BENEFICIAL OWNER OF SHARES IN THE RELEVANT PARTY;
"THE OWNER"	THE BENEFICIAL OWNER OF ANY OF THE SHARES;
"THE SERVICES"	THE SERVICES AS DETAILED IN SCHEDULE 1 OF THE PRESENT AGREEMENT;
"COMPANY"	ANY COMPANY INCORPORATED BY ALPHA CONSULTING

1. SUBJECT OF THE AGREEMENT

1.1. ALPHA CONSULTING is agreed to provide business and agency services for the CLIENT.



2. COMMENCEMENT AND DURATION

2.1 The Client appoints Alpha Consulting to provide the Services mentioned in the Schedule 1 on the terms of this Agreement for a period of one year from the date of this Agreement after that the provision shall continue from year to year until terminated in accordance with clause 7.

3. FEES

3.1 Alpha Consulting's fees for providing the services (Schedule 1) will be based on its fee schedule in force at the time the work is performed.

3.2 Alpha Consulting's annual fees will be billed annually on the dates of payment of the government's annual charges or on completion of an assignment. However, interim bills may be rendered during the course of the assignment if Alpha Consulting thinks that the length of the assignment and /or the time necessary for the completion of such assignment warrants the interim payment of funds.

4. PAYMENT TO ALPHA CONSULTING

4.1 All legitimate invoices submitted by Alpha Consulting to the Client shall be paid in full to Alpha Consulting within 15 days after receipt by the Client, whether or not its own clients have first made settlement to the Client. In the case of annual fees, the Client shall, immediately upon receipt of funds from its own clients, make settlement in full to Alpha Consulting.

4.2 Alpha Consulting will not be responsible for the consequences of any late payment of annual fees made by the Client.

5. PROVISION OF THE SERVICES

5.1 ALPHA CONSULTING may take instructions in relation to any Services that it provides from the Client only or from such other persons as the Client may notify to Alpha Consulting in writing from time to time ;

5.2 If any instructions are unclear or contradictory Alpha Consulting will refuse to act on those instructions until any ambiguity is resolved to reasonable satisfaction of both parties.

5.3 Alpha Consulting shall not save as set out in this Agreement, provide any tax advice of any nature concerning the Client's business, profits, gains or other income or that of any of his Associates or that of Owners or his or its Associates or otherwise; or assume any responsibilities, other than those set out in Schedule 1, which are by custom or statute associated with the office of registered agent or company secretary.

6. CLIENT'S OBLIGATIONS

- 6.1 To effect payment in accordance with invoices issued by ALPHA CONSULTING for rendered services in accordance with fees, terms and conditions agreed between the parties and in accordance with the present agreement.
- 6.2 To provide ALPHA CONSULTING promptly and accurately with all such instructions, information and documents as shall be necessary or required by ALPHA CONSULTING to enable it to provide the Services in a competent manner or to comply with any law or regulation applicable to the Client, any Company, and any Owner or to ALPHA CONSULTING when providing the Services.
- 6.3 To notify ALPHA CONSULTING and provide a brief summary of the case where possible, as soon as it becomes aware of the bringing of any criminal proceedings or conviction in any jurisdiction, of any company of its client's and/or any officer or the beneficial owner of each company of its client's.
- 6.4 To take from the client signed by him Nominee Agreement, Declaration by the Beneficial Owner and Indemnity to Directors, Secretary, Nominee Shareholders and/or Indemnification of the Nominee, Declaration of Trust, Minutes of Meetings, Resolutions and Accounting Records if applicable, retain the abovementioned documents or certified copies of the documents and produce them to ALPHA CONSULTING as soon as possible on request and in any event within 7 days of request.
- 6.5 The CLIENT warrants to ALPHA CONSULTING that the ultimate beneficial owner of each Company is known to him and the CLIENT declares that these Company/ies will not be used in any manner whatsoever that may damage the good reputation of ALPHA CONSULTING company/ies and/or individuals who act as nominee bodies for such Company/ies.
- 6.6 To indemnify Alpha Consulting to provide the Services or Nominee Services and its employees from and against any liability incurred by any of its staff (including any fine issued against or liability personally incurred by Alpha Consulting or any employees when acting as the client's director) which arises from or as a result of the provisions of this Agreement, any act or omission relating to the provision of the Services or Nominee Services or any other work carried out by Alpha Consulting at the Client's request.
- 6.7 To indemnify the company against any costs, charges and expenses suffered or incurred in enforcing the provisions of this Agreement.

7. TERMINATION

- 7.1 Both parties may terminate this Agreement (either in full or in relation to any particular Company or Owner) at any time:
 - 7.1.1 By giving not less than 30 days' written notice to the other; or
 - 7.1.2 With immediate effect if one of the parties commits a material breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of receiving notice in writing from the other to so remedy.
- 7.2 In addition, the parties may terminate this Agreement by written notice (either in full or in relation to any particular Company or Owner) with immediate effect if:

- 7.2.1 the client, any Company, any Owner or any of his or its Associates are unable to pay their debts as they fall due;
- 7.2.2 or a resolution is passed or an order made for the Client, any Company's, any Owner's or any of his or its Associates' winding up (or an event occurs within the jurisdiction of the country in which the Client, any Owner's or any of his or its Associates are situated which has a similar effect to any of these);
- 7.3 Any legal proceedings are threatened or commenced against the Client, any Company, any Owner or any of his or its Associates;
- 7.4 The actions or identity of the Client, any Company, any Owner or any of his or its Associates have caused or are likely, in the company's opinion, to cause it to be in breach of any law or regulation or to incur any liability in any country or jurisdiction whatsoever or to damage in any way its reputation; or
- 7.5 Any information, assurance or warranty given to Alpha Consulting by the Client, any Company, any Owner or any of his or its Associates, whether in this Agreement or otherwise, is found to be incorrect, insufficient or misleading in any material respect.
- 7.6 The failure to terminate this Agreement when any of the events set out in sub-clause 7.1 occurs shall not prevent the termination of this Agreement at any future time so long as the relevant circumstances subsist at that time.

8. CONSEQUENCES OF TERMINATION

- 8.1 On termination of this Agreement Alpha Consulting shall immediately cease to provide the Services and the Nominee Services to the client in relation to the Companies and Owners specified in the termination notice and be under no further obligation to maintain the good standing of any such Company or to undertake any further actions for any such Company or in relation to the Shares (as the case may be);
- 8.2 Procure that any person provided by Alpha Consulting shall transfer the Shares to the person that, within 7 days of the termination date, the Client or the relevant Owner specifies to Alpha Consulting in writing and, if no such notification is made, to the relevant Owner. By signing this Agreement the client consents to such a transfer being made and agree to procure that the person so specified or the Owner shall accept their transfer;
- 8.3 Procure that any person provided by Alpha Consulting shall resign from any office or position held as a consequence of providing the Services;
- 8.4 Be under no further obligation to receive or forward any correspondence for the Company and may, at our discretion and without incurring any liability, destroy or return correspondence to sender and notify any official registry that the relevant Company may no longer be contacted at Alpha Consulting address; and
- 8.5 Transfer any original documentation or statutory records of the relevant Company held by Alpha Consulting to the person that, within 7 days of the termination date, the Client specifies to Alpha Consulting in writing and, if he does not so specify, to the Client, the Company or any of his or its Associates.
- 8.6 On termination of the provision of the Services in respect of any Company the client shall promptly:

- appoint a replacement registered agent and so notify Alpha Consulting;
 - arrange an alternative address as his registered office;
- 8.7 Take reasonable steps to notify all the persons to whom Alpha Consulting address was given that the client may no longer be contacted at this address;
- 8.8 Within 7 days of the termination date, notify Alpha Consulting of the name and address of the person to whom any documentation held by Alpha Consulting on the Client's behalf should be sent; and ensure that any other steps are taken to give prompt effect to these changes.
- 8.9 On termination of the provision of any Nominee Services in respect of any Owner the Client shall promptly within 7 days of the termination date, notify Alpha Consulting of the name and address of the person to whom the Shares should be transferred; and ensure that any other steps are taken to give prompt effect to these changes.
- 8.10 Alpha Consulting may, at its expense and as its last act as director and/or secretary (if applicable), notwithstanding the termination of this Agreement, complete, sign, register in the Company's books and file or otherwise publish on behalf of the Company any information, papers or forms to give effect to all or any of the resignations or changes required as a result of the termination of this Agreement.
- 8.11 If the Client fails to satisfy the conditions provided in the clauses 8.5, 8.6, 8.8 and 8.9 and upon notice served by Alpha Consulting to the Client, Alpha Consulting shall reserves the right to accept any or all instructions to be issued or issued by the Owner of the Company directly to Alpha Consulting as regards to any or all dealings relating to the services offered by Alpha Consulting to the Company.
- 8.12 Alpha Consulting shall not be liable in any way to the Client, any Company, any Owner or any other person for any loss or damage whatsoever arising directly or indirectly from the termination of this Agreement, the resultant withdrawal of Services or the Nominee Service or the exercise of our powers pursuant to sub-clauses 7.1 and 7.2.
- 9 Termination of this Agreement is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of this Agreement which are expressly or by implication provided to come into effect on, or to continue in effect after termination.

9. CONFIDENTIALITY

Alpha Consulting shall keep confidential the Client's, each Company's and each Owner's affairs except and to the extent that:

- 9.1 the disclosure is made to the client, the Company, the Owner or any of his or its Associates or to a person whom Alpha Consulting reasonably believes to be the client's, the Company's or the Owner's professional adviser or authorised by the client, the Company or the Owner to act on his or its behalf;
- 9.2 disclosure is required by law or regulation or any securities exchange or regulatory or governmental body to which Alpha Consulting is subject wherever situated;
- 9.3 Alpha Consulting considers it necessary to disclose the information to its professional advisers provided that it does so on terms protecting the information;

9.4 disclosure is necessary to provide the Services or Nominee Services, to collect its fees or to defend or commence litigation;

9.5 the information has come into the public domain through no fault of Alpha Consulting or was disclosed to it without any obligation of non disclosure; or

9.6 consent is given by the Client, the Company, the Owner or any of his or its Associates or on his or its behalf in writing to the disclosure.

10. GENERAL PROVISION

10.1 Nothing in this Agreement is intended to, or does, confer any rights on a third party.

10.2 This Agreement constitutes the entire agreement between Alpha Consulting and the Client, and supersedes any previous agreements between them relating to the subject matter of this Agreement.

10.3 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement. It shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

10.4 Any notice shall be given in writing and signed by or on behalf of the party giving it and shall be delivered in person or by pre-paid first class post or transmitted by facsimile to the last known address or facsimile number of the party being served, or to such address or facsimile numbers which have been notified in writing to the other for this purpose from time to time.

10.5 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

10.6 This Agreement shall be subject to and construed in accordance with the laws of the Seychelles and the parties submit for all purposes in connection with this Agreement to the exclusive jurisdiction of courts of the Seychelles.

10.7 This Agreement has been entered into on the date appearing at the head of page 1.

11 SIGNATURES OF THE PARTIES

Alpha Consulting	Client
(Signature) _____ [Redacted] Managing Director	(Signature) [Redacted] Dennis Vermeulen on behalf of Inco Bizz

Schedule 1

(The Services)

Service	Check if applicable
1) Incorporation and formation of the companies	<input checked="" type="checkbox"/>
2) Provision of Registered Agent and Registered Office services;	<input checked="" type="checkbox"/>
3) Provision of Trustee services;	<input checked="" type="checkbox"/>
4) Provision of postal address services, mail, email and fax forwarding services, telephone answering services; keeping of accounting records and registers services.	<input checked="" type="checkbox"/>
5) Assistance in payment of annual taxes and annual fees to government authorities;	<input checked="" type="checkbox"/>
6) Preparation and assistance in preparation of the following documents: certificate of good standing, certificate of existence, certificate of incumbency, certified copies, powers of attorney, incorporation documents, amendments to incorporation documents, resolutions, minutes of meetings, etc.;	<input checked="" type="checkbox"/>
7) Preparation of notarized copies, certified copies, legalized documents, obtaining of Apostille;	<input checked="" type="checkbox"/>
8) Provision of management and administration services;	<input checked="" type="checkbox"/>
9) Introduction to the banks and assistance in opening of bank accounts;	<input checked="" type="checkbox"/>
10) Secretarial services;	<input checked="" type="checkbox"/>
11) Provision of company reinstatement services;	<input checked="" type="checkbox"/>

12) Provision of services of company's liquidation and dissolution;

✓

13) Name reservation services;

✓

14) Services of status check of the company, search at the files of Registrar of Companies ETA

✓

15) Merger, acquisition and reorganization services;

16) Assistance in obtaining licenses for business activity when it is required;

17) Provision of service of nominee shareholders, directors and secretaries;

✓

18) Other incidental services with respect to companies.

✓

19) Bank account opening

✓

1. **Company secretarial services**

1.1. **Alpha Consulting** shall:

- (a) provide a suitable corporate body or person to hold office as the **Client's** company secretary, if required;
- (b) create, maintain and update **the Client's** statutory registers in accordance with instructions and information received from **the Client**;
- (c) where appropriate, prepare any notice, consent to short notice, minutes, resolutions, proxy forms or appointment of corporate representatives required in relation to the approval of any statutory accounts;
- (d) sign any documentation requiring the signature of the company secretary as requested by **the Client** or on **the Client's** behalf from time to time, provided that **Alpha Consulting** has received, to its sole satisfaction, sufficient authorisation and information from the client or his Associates or advisers.

1.2. **Alpha Consulting** may, on giving to the client at least 30 days' prior written notice, remove any person provided by it from the office of company secretary, director or shareholder and replace him or it with another suitable person and shall, at its cost, provide the minutes or resolutions and forms required to effect the change. **The Client** shall, at his cost, take all steps and obtain all approvals which are required to give effect to any such change.



2. Registered agent, mail and fax forwarding services

2.1. **Alpha Consulting** shall:

- (a) provide a suitably qualified person to act as the local registered agent required by law;
- (b) provide the use of an address as **the Client's** registered office ("Address");
- (c) if so supplied by **the Client**, hold at the Address any document, registers, any accounting, or other records which must be held in the jurisdiction;
- (d) subject to sub-paragraph 2.5, forward, during normal business hours only, official correspondence received for the client at this Address to such address as he may from time to time notify to **Alpha Consulting** in writing;
- (e) remind and advise the client of the latest date on which any registration or other annual fee which is required to maintain his good standing must be paid to the relevant companies registry; and
- (f) on receipt of any registration or other annual fee which is required to maintain his good standing, forward it to the relevant companies registry.

2.2. **Alpha Consulting** shall:

- (a) provide the use of an address in the Seychelles for use as a commercial mail forwarding address ("Address"); and
- (b) subject to sub-paragraph 2.5, forward, during normal business hours only, correspondence received for the client at this Address to such address as he may from time to time notify to **Alpha Consulting** in writing.

2.3. **Alpha Consulting** shall:

- (a) provide a designated facsimile number for the Client's use ("Address"); and
- (b) forward, during normal business hours only, correspondence received for the Client at this designated facsimile number to such address as he may from time to time notify to **Alpha Consulting** in writing.

2.4. **The Client** shall:

- (a) not use any Address for any purpose other than the stated purpose and in particular shall not use any Address provided for use as a registered office for any purpose connected with or for the promotion of his trading or business activities; and
- (b) provide **Alpha Consulting** with a postal address and/or a facsimile address to which correspondence received by **Alpha Consulting** at the Address shall be sent and give 30 days' prior written notice to **Alpha Consulting** of any change in such forwarding address.

2.5. **Alpha Consulting** reserves the right to:

- (a) open and review correspondence received at the Address;
- (b) deal with any correspondence which is, in the opinion of **Alpha Consulting**, of a criminal, tortious, unlawful, obscene or offensive nature as **Alpha Consulting**, in its sole discretion, thinks fit, including, without notice to the client, retaining, destroying or forwarding to the appropriate authorities; and

- (c) upon giving the client 30 days' prior written notice alter the Address. **Alpha Consulting** shall not be responsible for any costs incurred by **the Client** as a result of such an alteration.

3. **Provision of a Nominee Director**

- 3.1. **Alpha Consulting** shall provide a suitable employee or corporate body to act as the Clients director.

- 3.2. **The Client** acknowledges and agrees that:

- 3.2.1 any director may, at any time, require additional information in order to assess any request or instruction and the Client shall procure that any requests for information by the Director are promptly met;
- 3.2.2 any director may request the copies or originals of the accounting records, as the case may be, which are sufficient to show and correctly explain the company's transactions, at the end of each calendar year or upon special request at any time and **the Client** shall procure that any requests for information by the Director are promptly met;
- 3.2.3 Any director may at any time request from the agent of the company, which is acting by the power of attorney given to him by the company, to provide contract, agreement or any other document which might have been signed or executed by the agent on behalf of the company and **the Client** shall procure that any requests for information by the Director are promptly met.
- 3.2.4 any person appointed as a director owes certain duties by law to **the Client**. As a result, any Director may refuse to carry out any requests or instructions made by **the Client** or on his behalf if:
 - a) he regards those requests or instructions as being unlawful, unreasonable or not in the Client's best interests or otherwise inconsistent with what the director in his absolute discretion considers to be his fiduciary duties to the Client;
 - b) if complying with those requests would, in his opinion, compromise his professional status or standing or any guidelines for professional conduct in any jurisdiction in which the Client or the Director is resident or domiciled or by whose regulations the Director is governed; or
 - c) any request for additional information made by the Director is not met to the Director's reasonable satisfaction;

- 3.3 **Alpha Consulting** may, on giving at least 30 days' prior written notice to **the Client**, remove any person provided by it from the office of director and replace it with another suitable person and shall, at its cost, provide the minutes or resolutions and forms required to effect the change. **The Client** shall, at his cost, ensure that all steps and approvals are promptly taken which are required to give effect to this change.

4 **Bank account**

- 4.1 **Alpha Consulting** shall undertake all administrative steps to open a bank account in the client's name or as instructed by the client.
- 4.2 **The Client** shall promptly provide any due diligence which is required by the bank as a pre-condition to the opening of the bank account.

5 **Nominee shareholder services**

- 5.1 **Alpha Consulting** shall provide a company to:

- 5.1.1 apply to be registered as the holder of the Shares on behalf of the Owners listed in part 2 of this Schedule; and
- 5.1.2 when so registered, execute a declaration of trust in favour of the Owner.
- 5.2 **Alpha Consulting** shall procure that the nominee shareholder so provided signs any documentation relating to voting at any annual general meeting of the Company, including the appointment of a proxy or corporate representative to attend and vote at the meeting in lieu of the nominee shareholder.
- 5.2.1 **Alpha Consulting** may change the nominee shareholder of the Company provided by it to hold the Shares from time to time on giving not less than 30 days' prior written notice to the relevant Owner and shall, at its cost, provide the transfer forms and new declaration of trust necessary to give effect to the change. Each Owner shall, at its cost, take all steps and obtain all approvals which are required to give effect to any such change.
- 5.3 Each Owner acknowledges that **Alpha Consulting** accepts no liability for the actions of any proxy or corporate representative appointed by it at that Owner's request or at the request of a person authorised to give **Alpha Consulting** instructions.



Schedule 2
(The Certificate)

Name of Introducer: Dennis Vermeulen
Address: Takkebijsters 17e, 4817 BL, Breda, Netherlands
Re: INCO Bizz BV ("the Company")

In consideration of Alpha Consulting Ltd. providing services to the Company we/I undertake to Alpha Consulting Ltd. as follows:

1. We/I have a business relationship with the ultimate beneficial owner(s) of the Company ("the Beneficial Owners").
2. We/I have identified the directors of the Company ("the Directors"), controlling shareholders and the Beneficial Owners.
3. We/I have verified the name and usual residential address of each of the Directors, controlling shareholders and the Beneficial Owners in accordance with the standards required by the Seychelles anti-money laundering legislation and retained certified copies of the documentary evidence produced as such verification.
4. We/I will retain such certified copies and produce them to Alpha Consulting Ltd. as soon as possible on request and in any event within 7 days of request.
5. We/I confirm that no Beneficial Owner is a nominee, trustee or acts in a fiduciary capacity for any other person.
6. We/I have identified the source of funds; type of business, nature and value of assets held and anticipated turnover and profit of the Company.
7. We/I shall promptly notify Alpha Consulting Ltd.:
 - 7.1.1 of any change in the identity or reputation of the Beneficial Owners;
 - 7.1.2 of any change in the nature of the business of the Company;
 - 7.1.3 of any change in the directors or control of the Company, including the granting of any power of attorneyas soon as reasonably practicable after I/we become aware of the same.
8. If our/my business relationship with the Company or the Beneficial Owner is terminated for any reason we/I will notify Alpha Consulting Ltd. as soon as reasonably practicable.
9. To the best of our/my knowledge no Director, controlling shareholder or Beneficial Owner is engaged in any criminal conduct (including money laundering).
10. If we/I discover any information which causes our/my foregoing statements to change in any way then, subject to any legal constraints, we/I will notify Alpha Consulting Ltd. immediately.

Dated 7th of August 2013

Dennis V
INCO Bizz

FEE SCHEDULE

SEYCHELLES COMPANY FOR PROFESSIONAL INTERMEDIARIES

Minimum cost to register an off-shore company (1st year)

Incorporation fee (payable to Seychelles government)	USD100
Incorporation fee (payable to Registered Agent, Registered Office)	USD150

TOTAL (1st year)	USD 250
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Minimum annual cost to maintain an off-shore company

Annual fee (payable to the Seychelles government on each anniversary of the registration of your company)	USD 100
Annual fee (payable re Registered Agent and Registered Office)	USD 130
TOTAL per annum from 2nd year	USD 230

Redomiciliation of companies registered outside Seychelles

Fee payable to registered agent	USD 400
Thereafter annual renewal fee as per 1.2 above	

OTHERS

1. Apostille	USD 60
2. Notarial Attestation (true copy, documents)	USD 40
3. Tax Division Letter	USD 120
4. Tax Division Letter under Apostille	USD 180
5. Company register	USD 80
6. Nominee director (including General Power of Attorney)	USD 150
7. Nominee shareholder	USD 150
8. Nominee Director/Nominee Shareholder	USD 250
9. Issuing of share certificate	USD 10
10. Preparation of minutes of meetings or resolutions (per page)	USD 20
11. Certificate of good standing	USD 60
13. Change of RA	USD 150
14. Letter of Good Standing	USD 30
15. Additional POA	USD 60
16. Additional POA under apostille	USD 120
17. Opening bank account in Seychelles	USD 350
18. Certificate of Incumbency	USD 70
19. Legal Opinion	USD 200
20. Mail Forwarding	From USD 200
21. Certificate of Incorporation	USD 60
22. Keeping of Register	USD 50
23. Signing of Documents by Nominees	USD 10



ALPHA CONSULTING LTD.

SERVICES PROVISION AGREEMENT

- (1) **ALPHA CONSULTING LTD**
- (2) **RPS LEGAL B.V.**

DATED 15TH DAY OF SEPTEMBER, 2016

THIS AGREEMENT IS MADE ON THE 15TH DAY OF SEPTEMBER 2016

BETWEEN:

ALPHA CONSULTING LTD., REGISTERED IN THE SEYCHELLES UNDER COMPANY NUMBER 846962-1, WHOSE REGISTERED OFFICE IS AT SECOND FLOOR, SUITE 1, SOUND & VISION HOUSE, FRANCIS RACHEL STR., VICTORIA, MAHE, SEYCHELLES (HEREINAFTER CALLED "ALPHA CONSULTING "); AND

RPS LEGAL B.V., REGISTERED IN NETHERLANDS, REGISTERED NUMBER - 65102711, WHOSE REGISTERED OFFICE IS AT ZUIDEINDE 115, 1131AG, VOLENDAM, NETHERLANDS (HEREINAFTER CALLED "THE CLIENT").
WHEREAS:

ALPHA CONSULTING IS A LICENSED REGISTERED AGENT IN THE SEYCHELLES AND PROVIDES SERVICES RELATING TO THE FORMATION AND ADMINISTRATION OF INTERNATIONAL BUSINESS COMPANIES IN THE REPUBLIC OF THE SEYCHELLES AND SOME OTHER JURISDICTIONS AS IT CAN BE REQUIRED FROM TIME TO TIME.

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5.2 If any instructions are unclear or contradictory Alpha Consulting will refuse to act on those instructions until any ambiguity is resolved to its reasonable satisfaction.

5.3 Alpha Consulting shall not:

save as set out in this Agreement, provide any tax advice of any nature concerning the Client's business, profits, gains or other income or that of any of his Associates or that of Owners or his or its Associates or otherwise; or assume any responsibilities, other than those set out in Schedule 1, which are by custom or statute associated with the office of registered agent or company secretary.

6. CLIENT'S OBLIGATIONS

- 6.1 To effect payment in accordance with invoices issued by ALPHA CONSULTING for rendered services in accordance with fees, terms and conditions agreed between the parties and in accordance with the present agreement.
- 6.2 To provide ALPHA CONSULTING promptly and accurately with all such instructions, information and documents as shall be necessary or required by ALPHA CONSULTING to enable it to provide the Services in a competent manner or to comply with any law or regulation applicable to the Client, any Company, any Owner or to ALPHA CONSULTING when providing the Services.
- 6.3 To notify ALPHA CONSULTING and provide a brief summary of the case where possible, as soon as it becomes aware of the bringing of any criminal proceedings or conviction in any jurisdiction, of any company of its client's and/or any officer or the beneficial owner of each company of its client's.
- 6.4 To take from the client signed by him Nominee Agreement, Declaration by the Beneficial Owner and Indemnity to Directors, Secretary, Nominee Shareholders and/or Indemnification of the Nominee, Declaration of Trust if applicable, retain the abovementioned documents or certified copies of the documents and produce them to ALPHA CONSULTING as soon as possible on request and in any event within 14 days of request.
- 6.5 The CLIENT warrants to ALPHA CONSULTING that the ultimate beneficial owner of each Company is known to him and the CLIENT declares that these Company/ies will not be used in any manner whatsoever that may damage the good reputation of ALPHA CONSULTING company/ies and/or individuals who act as nominee bodies for such Company/ies.
- 6.6 To indemnify Alpha Consulting to provide the Services or Nominee Services and its employees from and against any liability incurred by any of its staff (including any fine issued against or liability personally incurred by Alpha Consulting or any employees when acting as the client's director) which arises from or as a result of the provisions of this Agreement, any act or omission relating to the provision of the Services or Nominee Services or any other work carried out by Alpha Consulting at the Client's request.
- 6.7 To indemnify the company against any costs, charges and expenses suffered or incurred in enforcing the provisions of this Agreement.

7. TERMINATION

- 7.1 Both parties may terminate this Agreement (either in full or in relation to any particular Company or Owner) at any time:
- 7.2 By giving not less than 30 days' written notice to the other; or
- 7.3 With immediate effect if one of the parties commits a material breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of receiving notice in writing from the other to so remedy.
- 7.4 In addition, the parties may terminate this Agreement by written notice (either in full or in relation to any particular Company or Owner) with immediate effect if:
- 7.5 The Client, any Company, any Owner or any of his or its Associates are unable to pay their debts as they fall due, or a resolution is passed or an order made for the Client, any Company's, any Owner's or any of his or its Associates' winding up (or an event occurs

within the jurisdiction of the country in which the Client, any Owner's or any of his or its Associates are situated which has a similar effect to any of these);

- 7.6 Any legal proceedings are threatened or commenced against the Client, any Company, any Owner or any of his or its Associates;
- 7.7 The actions or identity of the Client, any Company, any Owner or any of his or its Associates have caused or are likely, to cause it to be in breach of any law or regulation or to incur any liability in any country or jurisdiction whatsoever or to damage in any way its reputation; or
- 7.8 Any information, assurance or warranty given to the company by the Client, any Company, any Owner or any of his or its Associates, whether in this Agreement or otherwise, is found to be incorrect, insufficient or misleading in any material respect.
- 7.9 The failure to terminate this Agreement when any of the events set out in sub-clauses 7.1 or 7.2 occurs shall not prevent the termination of this Agreement at any future time so long as the relevant circumstances subsist at that time.

8. CONSEQUENCES OF TERMINATION

- 8.1 On termination of this Agreement Alpha Consulting shall:
immediately cease to provide the Services and the Nominee Services to the client in relation to the Companies and Owners specified in the termination notice and be under no further obligation to maintain the good standing of any such Company or to undertake any further actions for any such Company or in relation to the Shares (as the case may be);
- 8.2 Procure that any person provided by Alpha Consulting shall transfer the Shares to the person that, within 7 days of the termination date, the Client or the relevant Owner specifies to Alpha Consulting in writing and, if no such notification is made, to the relevant Owner. By signing this Agreement the client consents to such a transfer being made and agree to procure that the person so specified or the Owner shall accept their transfer;
- 8.3 Procure that any person provided by Alpha Consulting shall resign from any office or position held as a consequence of providing the Services;
- 8.4 Be under no further obligation to receive or forward any correspondence for the Company and may, at our discretion and without incurring any liability, destroy or return correspondence to sender and notify any official registry that the relevant Company may no longer be contacted at our address; and
- 8.5 Transfer any original documentation or statutory records of the relevant Company held by Alpha Consulting to the person that, within 14 days of the termination date, the Client specifies to Alpha Consulting in writing and, if he does not so specify, to the Client, the Company or any of his or its Associates.
- 8.6 On termination of the provision of the Services in respect of any Company the Client shall:
 - promptly appoint a replacement registered agent and notify Alpha Consulting accordingly;
 - arrange an alternative address as his registered office;

- 8.7 take reasonable steps to notify all the persons to whom Alpha Consulting address was given that the client may no longer be contacted at this address;
- 8.8 within 14 days of the termination date, notify Alpha Consulting of the name and address of the persons to whom any documentation held by Alpha Consulting on the Client's behalf should be sent; and ensure that any other steps are taken to give prompt effect to these changes.
- 8.9 On termination of the provision of any Nominee Services in respect of any Owner the Client shall promptly:
within 14 days of the termination date, notify Alpha Consulting of the name and address of the persons to whom the Shares should be transferred; and ensure that any other steps are taken to give prompt effect to these changes.
- 8.10 Alpha Consulting may, at its expense and as its last act as director and/or secretary (if applicable), notwithstanding the termination of this Agreement, complete, sign, register in the Company's books and file or otherwise publish on behalf of the Company any information, papers or forms to give effect to all or any of the resignations or changes required as a result of the termination of this Agreement.
- 8.11 Alpha Consulting shall not be liable in any way to the Client, any Company, any Owner or any other person for any loss or damage whatsoever arising directly or indirectly from the termination of this Agreement, the resultant withdrawal of Services or the Nominee Service or the exercise of our powers pursuant to sub-clauses 7.1, 7.2, 7.3.
- 9 Termination of this Agreement is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of this Agreement which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.

9. CONFIDENTIALITY

- 9.1 Alpha Consulting shall keep confidential the Client's, each Company's and each Owner's affairs except and to the extent that:
- 9.2 the disclosure is made to the client, the Company, the Owner or any of his or its Associates or to a person whom Alpha Consulting reasonably believes to be the client's, the Company's or the Owner's professional adviser or authorised by the client, the Company or the Owner to act on his or its behalf;
- 9.3 disclosure is required by law or regulation or any securities exchange or regulatory or governmental body to which Alpha Consulting is subject wherever situated;
- 9.4 Alpha Consulting considers it necessary to disclose the information to its professional advisers provided that it does so on terms protecting the information;
- 9.5 disclosure is necessary to provide the Services or Nominee Services, to collect its fees or to defend or commence litigation;
- 9.6 the information has come into the public domain through no fault of Alpha Consulting or was disclosed to it without any obligation of non disclosure; or
- 9.7 Consent is given by the Client, the Company, the Owner or any of his or its Associates or on his or its behalf in writing to the disclosure.

10. GENERAL PROVISION

10.1 Nothing in this Agreement is intended to, or does, confer any rights on a third party.

10.2 This Agreement constitutes the entire agreement between Alpha Consulting and the Client, and supersedes any previous agreements between them relating to the subject matter of this Agreement.

10.3 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement. It shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

10.4 Any notice shall be given in writing and signed by or on behalf of the party giving it and shall be delivered in person or by pre-paid first class post or transmitted by facsimile to the last known address or facsimile number of the party being served, or to such address or facsimile numbers which have been notified in writing to the other for this purpose from time to time.

10.5 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

10.6 This Agreement shall be subject to and construed in accordance with the laws of the Seychelles and the parties submit for all purposes in connection with this Agreement to the non-exclusive jurisdiction of courts of the Seychelles.

10.7 This Agreement has been entered into on the date appearing at the head of page 1.

SIGNATURES OF THE PARTIES

ALPHA CONSULTING	CLIENT
<p>(Signature) _____ [Redacted] Managing Director</p>	<p>[Redacted]</p> <p>(Signature) _____ Rothuizen Rolf On behalf of RPS Legal B.V.</p>
	<p>(Signature) _____ [Redacted] On behalf of RPS Legal B.V.</p>

Schedule 1

(The Services)

Service	Check if applicable
1) Incorporation and formation of the companies	v
2) Provision of Registered Agent and Registered Office services;	v
3) Provision of Trustee services;	v
4) Provision of postal address services, mail, email and fax forwarding services, telephone answering services;	v
5) Assistance in payment of annual taxes and annual fees to government authorities;	v
6) Preparation and assistance in preparation of the following documents: certificate of good standing, certificate of existence, certificate of incumbency, certified copies, powers of attorney, incorporation documents, amendments to incorporation documents, resolutions, minutes of meetings, etc.;	v
7) Preparation of notarized copies, certified copies, legalized documents, obtaining of Apostille;	v
8) Provision of management and administration services;	v
9) Introduction to the banks and assistance in opening of bank accounts;	v

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|--|---|
| 10) Secretarial services; | v |
| 11) Provision of company reinstatement services; | v |
| 12) Provision of services of company's liquidation and dissolution; | v |
| 13) Name reservation services; | v |
| 14) Services of status check of the company, search at the files of Registrar of Companies ETA | v |
| 15) Merger, acquisition and reorganization services; | v |
| 16) Assistance in obtaining licenses for business activity when it is required; | v |
| 17) Provision of service of nominee shareholders, directors and secretaries; | v |
| 18) Other incidental services with respect to companies. | v |
| 19) Bank account opening | v |

1. Company secretarial services

1.1. **Alpha Consulting shall:**

- (a) provide a suitable corporate body or person to hold office as the Client's company secretary, if required;
- (b) create, maintain and update the Client's statutory registers in accordance with instructions and information received from the Client;
- (c) where appropriate, prepare any notice, consent to short notice, minutes, resolutions, proxy forms or appointment of corporate representatives required in relation to the approval of any statutory accounts;
- (d) sign any documentation requiring the signature of the company secretary as requested by the Client or on the Client's behalf from time to time, provided that Alpha Consulting has received, to its sole satisfaction, sufficient authorisation and information from the client or his Associates or advisers.

1.2. Alpha Consulting may, on giving to the client at least 30 days' prior written notice, remove any person provided by it from the office of company secretary, director or

shareholder and replace him or it with another suitable person and shall, at its cost, provide the minutes or resolutions and forms required to effect the change. The Client shall, at his cost, take all steps and obtain all approvals which are required to give effect to any such change.

2. Registered agent, mail and fax forwarding services

2.1. **Alpha Consulting** shall:

- (a) provide the use of an address as the Client's registered office ("Address");
- (b) if so supplied by the Client, hold at the Address any document or register which must be held in the jurisdiction;
- (c) subject to sub-paragraph 2.5, forward, during normal business hours only, official correspondence received for the client at this Address to such address as he may from time to time notify to Alpha Consulting in writing;
- (d) remind and advise the client of the latest date on which any registration or other annual fee which is required to maintain his good standing must be paid to the relevant companies registry; and
- (e) on receipt of any registration or other annual fee which is required to maintain his good standing, forward it to the relevant companies registry.

2.2. **Alpha Consulting** shall:

- (a) provide the use of an address in the Seychelles for use as a commercial mail forwarding address ("Address"); and
- (b) subject to sub-paragraph 2.5, forward, during normal business hours only, correspondence received for the client at this Address to such address as he may from time to time notify to Alpha Consulting in writing.

2.3. **Alpha Consulting** shall:

- (a) provide a designated facsimile number for the Client's use ("Address"); and
- (b) forward, during normal business hours only, correspondence received for the Client at this designated facsimile number to such address as he may from time to time notify to Alpha Consulting in writing.

2.4. **The Client** shall:

- (a) not use any Address for any purpose other than the stated purpose and in particular shall not use any Address provided for use as a registered office for any purpose connected with or for the promotion of his trading or business activities; and
- (b) provide Alpha Consulting with a postal address and/or a facsimile address to which correspondence received by Alpha Consulting at the Address shall be sent and give 30 days' prior written notice to Alpha Consulting of any change in such forwarding address.

2.5. **Alpha Consulting** reserves the right to:

- (a) open and review correspondence received at the Address;
- (b) deal with any correspondence which is, in the opinion of Alpha Consulting, of a criminal, tortuous, unlawful, obscene or offensive nature as Alpha Consulting, in its sole discretion, thinks fit, including, without notice to the client, retaining, destroying or forwarding to the appropriate authorities; and

- (c) upon giving the client 30 days' prior written notice alter the Address. Alpha Consulting shall not be responsible for any costs incurred by the Client as a result of such an alteration.

3. Provision of a Nominee Director

3.1. **Alpha Consulting** shall provide a suitable employee or corporate body to act as the Clients director. For the purposes of this paragraph, "Director" means such a person.

3.2. The Client acknowledges and agrees that:

- (a) any Director may, at any time, require additional information in order to assess any request or instruction and the Client shall procure that any requests for information by the Director are promptly met;
- (b) any person appointed as a director owes certain duties by law to the Client. As a result, any Director may refuse to carry out any requests or instructions made by the Client or on his behalf if:
 - (i) he regards those requests or instructions as being unlawful, unreasonable or not in the Client's best interests or otherwise inconsistent with what the director in his absolute discretion considers to be his fiduciary duties to the Client;
 - (ii) if complying with those requests would, in his opinion, compromise his professional status or standing or any guidelines for professional conduct in any jurisdiction in which the Client or the Director is resident or domiciled or by whose regulations the Director is governed; or
 - (iii) any request for additional information made by the Director is not met to the Director's reasonable satisfaction;

3.3. **Alpha Consulting** may, on giving at least 30 days' prior written notice to the Client, remove any person provided by it from the office of director and replace it with another suitable person and shall, at its cost, provide the minutes or resolutions and forms required to effect the change. The Client shall, at his cost, ensure that all steps and approvals are promptly taken which are required to give effect to this change.

4. Bank account

4.1. **Alpha Consulting** shall undertake all administrative steps to open a bank account in the client's name or as instructed by the client.

4.2. The Client shall promptly provide any due diligence which is required by the bank as a pre-condition to the opening of the bank account.

5. Nominee shareholder services

5.1. **Alpha Consulting** shall provide a company to:

- (a) apply to be registered as the holder of the Shares on behalf of the Owners; and
- (b) when so registered, execute a declaration of trust in the form set out in Schedule 3 in favour of Owner.

5.2. **Alpha Consulting** shall procure that the nominee shareholder so provided signs any documentation relating to voting at any annual general meeting of the Company, including the appointment of a proxy or corporate representative to attend and vote at the meeting in lieu of the nominee shareholder.

(a) **Alpha Consulting** may change the identity of the Company provided by it to hold the Shares from time to time on giving not less than 30 days' prior written notice to the relevant Owner and shall, at its cost, provide the transfer forms and new declaration of trust necessary to give effect to the change. Each Owner shall, at its cost, take all steps and obtain all approvals which are required to give effect to any such change.

- 5.3. Each Owner acknowledges that **Alpha Consulting** accepts no liability for the actions of any proxy or corporate representative appointed by it at that Owner's request or at the request of a person authorised to give **Alpha Consulting** instructions.

Schedule 2

(Fees)

SEYCHELLES COMPANY FOR PROFESSIONAL INTERMEDIARIES

Registration of an off-shore company	FEES
(1st year)	
Incorporation fee (payable to Seychelles government)	USD 100
Incorporation fee (payable to Registered Agent, Registered Office)	USD 150
1) TOTAL (1st year)	<hr/> USD 250

Annual Fees

Annual fee (payable to the Seychelles government on each anniversary of the registration of your company)	USD 100
Annual fee (payable re Registered Agent and Registered Office)	USD 130
TOTAL per annum from 2nd year	<hr/> USD 230

Redomiciliation of companies registered outside Seychelles

Fee payable to registered agent	USD 400
Thereafter annual renewal fee as per 1.2 above	

OTHER SERVICES

Apostille	USD 60
Notarial Attestation (true copy, documents)	USD 40
Tax Division Letter	USD 120
Tax Division Letter under Apostille	USD 180
Company register	USD 80
Nominee director	USD 150
Nominee shareholder	USD 150
Nominee Director/Nominee Shareholder	USD 250
Issuing of share certificate	USD 10
Preparation of minutes of meetings or resolutions (per page)	USD 20
Certificate of good standing	USD 60
Change of RA	USD 150
Letter of Good Standing	USD 30
Additional POA	USD 60
Additional POA under apostille	USD 120
Opening bank account in Seychelles	USD 350
Certificate of Incumbency	USD 70

Legal Opinion	USD 200
Mail Forwarding	From USD 200
Certificate of Incorporation	USD 60
Keeping of Register	USD 50

Schedule 3

(The Introducer Certificate)

Name of Introducer: RPS LEGAL B.V.

Address ZUIDEINDE 115, 1131AG, VOLENDAM, NETHERLANDS

In consideration of Alpha Consulting Ltd. providing services to the Company we undertake to Alpha Consulting Ltd. as follows:

1. We have a business relationship with the beneficial owner(s) of the Company ("the Beneficial Owners").
2. We have identified the directors of the Company ("the Directors"), controlling shareholders and the Beneficial Owners.
3. We have verified the name and usual residential address of each of the Directors, controlling shareholders and the Beneficial Owners in accordance with the standards required by the Seychelles anti-money laundering legislation and retained certified copies of the documentary evidence produced as such verification.
4. We will retain such certified copies and produce them to Alpha Consulting Ltd. as soon as possible on request and in any event within 14 days of request.
5. We confirm that no Beneficial Owner is a nominee, trustee or acts in a fiduciary capacity for any other person.
6. We have identified the source of funds; type of business, nature and value of assets held and anticipated turnover and profit of the Company.
7. We shall promptly notify Alpha Consulting Ltd.:
 - (a) of any change in the identity or reputation of the Beneficial Owners;

- (b) of any change in the nature of the business of the Company;
- (c) of any change in the directors or control of the Company, including the granting of any power of attorney

as soon as reasonably practicable after we become aware of the same.

- 8. If our business relationship with the Company or the Beneficial Owner is terminated for any reason we will notify Alpha Consulting Ltd. as soon as reasonably practicable.
- 9. To the best of our knowledge no Director, controlling shareholder or Beneficial Owner is engaged in any criminal conduct (including money laundering).
- 10. If we discover any information which causes our foregoing statements to change in any way then, subject to any legal constraints, we will notify Alpha Consulting Ltd. immediately.

Dated 15th day of September, 2016.

(Signature) _____

Rothuizen Rolf
On behalf of
RPS Legal B.V.

(Signature) _____

On behalf of
RPS Legal B.V.