

## **PROFESSIONAL AND OFFICE SERVICES AGREEMENT**

THIS PROFESSIONAL AND OFFICE SERVICES AGREEMENT ("Agreement") is effective as of the date that \_\_\_\_\_ is duly organized under the laws of the Federated States of Micronesia (the "Company"), and is made by and between the Company and **MICRONESIA REGISTRATION ADVISORS, INC.**, a corporation organized under the laws of the Federated States of Micronesia ("Consultant").

WHEREAS, the Company requires certain professional services and office amenities in connection with the overseas investment or captive insurance management operations of the Company in the Federated States of Micronesia ("FSM"); and

WHEREAS, Consultant has the requisite professional staff and facilities in FSM to provide the professional services and office amenities required by the Company;

ACCORDINGLY, the parties hereby agree as follows:

**1. Term.** The term of this Agreement shall commence as of the date the Company is organized under the laws of FSM ("Effective Date"), and shall continue until its termination by either party in accordance with Section 6 below.

**2. Services to be Provided.** For the term of this Agreement, and subject to the conditions and covenants hereinafter set forth, Consultant shall provide the professional services and office amenities for the overseas investment or captive insurance management operations of the Company in the FSM as specified in Exhibit A (the "Services").

Consultant shall act solely as an independent contractor in providing the Services. Unless otherwise agreed to in writing, neither party has any authority to bind or commit the other party nor will either party's acts or omissions be deemed the acts of the other party. For the avoidance of doubt, Consultant shall not be entitled to and shall have no recourse to any insurance coverage (including but not limited to any errors and omissions policies naming the Company and its affiliates as the insured) effected by the Company.

**3. Limitation of Liability and Indemnity.** With regard to the Services performed by Consultant pursuant to the terms of this Agreement, Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Company, for any acts or omissions in the performance of services on the part of Consultant or on the part of the agents, employees, officers, members or member of Consultant, except when said acts or omissions of Consultant are due to the willful misconduct or gross negligence of Consultant. The Company hereby agrees to defend, indemnify and hold harmless Consultant and its member or members, officers, employees, and agents ("Indemnified Parties") from any obligations, costs, claims, damages, liability, judgments, including any claims for attorneys' fees and costs, and attachments arising from or related to the Services rendered by Consultant to the Company pursuant to the terms of this Agreement, or in any way connected with the rendering of Services, except when the same shall arise due to the willful misconduct or gross negligence of Consultant. Consultant will defend, indemnify and hold harmless the Company and its member or members, officers, employees, and agents from any obligations, costs, claims, damages, liability, attachments, and judgments, including reasonable attorneys' fees and costs, directly related to the willful misconduct or gross negligence of Consultant. The Company's indemnity obligation set forth herein shall survive the termination of this Agreement.

**4. Service Fee.** For and during the term of this Agreement, the Company shall pay Consultant the service fees for the professional services and office amenities subscribed for by the Company in Exhibit A (exclusive of any taxes which shall be borne by Consultant).

The Company may add to or upgrade the list of professional services and office amenities it may choose to subscribe upon at least thirty (30) days' prior written notice to Consultant; provided, however, that, in the case of a request for additional or upgraded office space, Consultant has the space available for the Company's use.

Consultant reserves the right to change the service fees in Exhibit A upon at least ninety (90) days' prior written notice to the Company. Consultant may also make available certain services and amenities to the Company in addition to those described in Exhibit A, which are not included within the charges set forth in Exhibit A. Such additional services and amenities shall be offered to the Company for a charge (depending upon the type and usage of the service) as published by Consultant from time to time.

The service fees shall be payable by the Company as specified in Exhibit A beginning with the Effective Date. Payments should be made by check or by wire transfer as specified in Exhibit C.

All service fee charges are payable in advance except service fees that are billable by the hour (e.g., secretarial time at \$8.00 per hour), and expense reimbursements (e.g., postage, courier fees, etc.). In connection with service fees billable by the hour and expense reimbursements, Consultant shall submit to the Company itemized statements of billable hours worked by Consultant's employees and other chargeable expenses incurred during any particular month by the tenth (10<sup>th</sup>) day of the next immediately succeeding month. The Company shall pay all amounts owed to Consultant for service fees billable by the hour and expense reimbursements with its next monthly payment.

**5. Confidentiality.** Consultant understands and agrees that any information Consultant obtains, whether concerning the Company or the Company's clients may be highly confidential, and Consultant agrees that Consultant will not communicate any such information to any person without the Company's prior express written consent. This duty of confidentiality shall survive any termination of this Agreement. Further, Consultant acknowledges and agrees that all documents and other materials ("Documents") made available to Consultant are the property of the Company or its clients (as the case may be) and Consultant agrees to promptly deliver all such Documents and all copies thereof to the Company upon the earlier of the Company's request or the termination of this Agreement, unless the Company advises Consultant in writing otherwise.

**6. Termination.** Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party. Furthermore, the Company may terminate forthwith by written notice to Consultant if: (a) Consultant is in breach of any of the terms of this Agreement and, if such breach is capable of remedy, shall not have remedied such breach within thirty (30) days after service of notice by the Company requiring the same to be remedied; (b) Consultant has gone into liquidation or become insolvent, or an order has been made or a resolution has been passed to put Consultant into liquidation; (c) for any reason Consultant ceases to hold any license, authorization or consent necessary for it to perform its obligations under this Agreement or has the same revoked; or (d) Consultant is prevented from performing its obligations under this Agreement for any reason outside its reasonable control for a period of at least thirty (30) days.

Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties as at the date of termination. For the avoidance of doubt, where expressly stated, the relevant provisions of this Agreement shall remain in full force and effect notwithstanding any termination or expiration of this Agreement.

7. **Entire Agreement; No Amendment.** This Agreement supersedes all prior agreements between the parties, written or otherwise, and any modifications, changes or alterations shall not be effective unless in writing and signed by both parties.

8. **Governing Law.** This Agreement shall be interpreted pursuant to the laws of the State of Pohnpei. The venue for any action with respect to this Agreement shall be Pohnpei, Federated States of Micronesia.

9. **Assignment.** Save for any assignment to the Company's related companies or subcontractors, the Company's rights under this Agreement shall not be assigned without the express prior written consent of Consultant. In any event, the Company shall notify Consultant of any assignment by the Company of the Company's rights under this Agreement.

10. **Company Acknowledgments.** The Company understands and agrees that Consultant performs consulting services for others and the general public, and that Consultant reserves the right to continue to provide consulting services similar to the services provided herein for others, so long as Consultant is not placed in a position of conflict, abides by its confidentiality obligations as set forth in Section 5 above, and the performance by Consultant of the Services hereunder are not thereby impaired in any way.

11. **No Waiver.** No indulgence extended by either party to the other shall be construed as a waiver by such party of a breach of any term or provision of this Agreement. Additionally, no waiver of one breach may be construed as a waiver of the rights or remedies with respect to any previous or subsequent breach.

12. **Arbitration.** The Company and Consultant agree to submit all disputes arising from or relating to this Agreement, and the relationship created hereunder, including without limitation, any issues pertaining to Consultant's compensation, terms of engagement, and wrongful termination, to binding arbitration in front of a single arbitrator appointed by the Chairman of the Singapore International Arbitration Centre ("SIAC") in Singapore, in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference hereto.

13. **Notices.** Any notice, request, demand and other communications required or permitted hereunder (including changes to Exhibit A as contemplated by Section 4 above) by any party shall be effective upon receipt (or upon refusal of proper delivery); shall be in writing; and shall be delivered personally, via facsimile or email or by courier or registered mail to the other party at the address set forth in Exhibit B (or to such other address as either party shall furnish to the other in compliance with this Section 13).

14. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility) shall be considered an "original" signature page for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above-mentioned.

COMPANY:

\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

**MICRONESIA REGISTRATION ADVISORS, INC.**

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



Micronesia Registration Advisors, Inc.  
*Captive Insurance and Corporate Formation Specialists*

v. 15Jan15

**EXHIBIT A**

**SCOPE OF OFFICE SERVICES AND FEES**

**A. Plan A: Office Address & PO Box services: \$50 per month** (paid annually in advance, by check or by wire transfer to the bank account in Exhibit C)

1. Use by the Company of the following office amenities at the VB Center, Pohn Umpomp Place, Nett Municipality, Pohnpei State, FSM 96941:

- a. Shared use of a post office box ("PO Box") in Pohnpei, with the address of PO Box 902, Kolonia, Pohnpei, FM 96941.
- b. Shared office space, within Consultant's office space, for up to three days each month, including high speed internet access, with additional day's usage charged at \$50 per day.
- c. Use of a conference room for up to two hours each month without charge, subject to availability (Plan C has priority over Plan B, which has priority over Plan A). Additional hours of use would be billed at \$20 per hour.
- d. Occasional use of the Consultant's phone line (691) 320-1830 (additional charges will apply if long distance calls are made).

2. Collection of mail for the Company at the applicable PO Box, and forwarding of same to the Company's designated representative via courier or other desired delivery method (at the Company's expense). Unless otherwise specified by the Company, the senior resident representative of the Consultant in Pohnpei will be the Company's local "agent" for service of process (as required by the foreign investment law) and "registered agent" as called for in the Foreign Investment Permit application, merely to accept documents from the FSM government and pass them along to Company.

*Approved by Company:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**B. Plan B: Dedicated Phone, PO Box, and Office services: \$100 per month (paid annually in advance)**

1. Use by the Company of the following office amenities at the VB Center, Pohn Umpomp Place, Nett Municipality, Pohnpei State, FSM 96941:

- a. An independently registered office telephone/fax number (additional charges will apply if long distance calls are made).
- b. A PO Box in Pohnpei, registered in the name of the Company.
- c. Shared office space, within Consultant's office space, for up to three days each month, including high speed internet access, with additional day's usage charged at \$50 per day.

1 Office address: VB Center, Suite 2A, Pohn Umpomp Place, Nett, Pohnpei, Federated States of Micronesia

Mailing address: P.O. Box 902, Kolonia, Pohnpei, FM 96941

Telephone: 691-320-1830 Global Fax: 1-808-441-1941 website: [www.MRA.fm](http://www.MRA.fm)

Tokyo branch: Ark Mori Bldg., 12F, 1-12-32 Akasaka Minato-ku, Tokyo 107-6012 Japan (T) 813-4360-9333

ImanageDB:2267000.2

- d. Use of a conference room for up to two hours each month without charge, subject to availability (Plan C has priority over Plan B, which has priority over Plan A). Additional hours of use would be billed at \$20 per hour.
- 2. Answering the Company's telephone, taking messages and forwarding same to the Company's designated representative via fax or email
  - 3. Collection of mail for the Company at its PO Box in Kolonia, Pohnpei, FSM 96941, and forwarding of same to the Company's designated representative via courier or other desired delivery method (at the Company's expense). Unless otherwise specified by the Company, the senior resident representative of the Consultant in Pohnpei will be the Company's local "agent" for service of process (as required by the foreign investment law) and "registered agent" as called for in the Foreign Investment Permit application, merely to accept documents from the FSM government and pass them along to Company.
  - 4. Collecting facsimiles sent to the Company's dedicated fax number and forwarding same to the Company's designated representative via fax or email.

*Approved by Company:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**C. Plan C: Exclusive Office Space (VB Center): \$600 per month (paid annually in advance).**

- 1. Exclusive use by the Company (single occupancy; no office sharing permitted) of an independently accessed and air-conditioned office suite in the VB Center, Pohn Umpomp Place, Nett Municipality, Pohnpei State, FSM 96941:
  - a. Basic office furniture and a secure locking door.
  - b. One dedicated two-drawer file cabinet with a lock.
  - c. Dedicated space for Facsimile Machine and Computer
  - d. High speed internet access.
  - e. Use of a conference room for up to six hours each month without charge, subject to availability (Plan C has priority over Plan B, which has priority over Plan A). Additional hours of use would be billed at \$20 per hour.
  - f. An independently registered office phone/fax number, with a dedicated telephone handset on the desk.
  - g. A PO Box in Pohnpei, registered in the name of the Company.
  - h. Use of a semi-private bathroom, with shower.
  - i. Any out of pocket expenses or unusually high use of copier, telephone, fax, internet, or secretary time by the Company or its clients may be billed to the Company by Consultant.

- 2. Collection of mail for the Company at its PO Box in Kolonia, Pohnpei, FSM 96941; and forwarding of same to the Company's designated representative via courier or other desired delivery method (at the Company's expense). Unless otherwise specified by the Company, the senior resident representative of the Consultant in Pohnpei will be the Company's local "agent" for service of process (as required by the foreign investment law) and "registered

Exhibit A

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agent” as called for in the Foreign Investment Permit application, merely to accept documents from the FSM government and pass them along to Company.

3. Answering the Company’s telephone, taking messages and forwarding same to the Company’s designated representative via fax or email.

4. Collecting facsimiles sent to the Company’s dedicated fax number and forwarding same to the Company’s designated representative via fax or email.

*Approved by Company:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**D. Plan D: Principal Representative services for each Captive Insurance Company: \$500 per month (paid annually in advance).**

1. Maintenance, by Consultant, in a locked cabinet of financial, corporate, and other records for a captive insurance company, as directed by that company or the relevant captive insurance manager. If the captive insurance manager provides a computer, Consultant will also secure that computer and its information.

2. Make available to the FSM Insurance Commissioner, or other government officials as may be required, the records above.

3. All services provided under Plan A above.

Captive Insurance Company (s): \_\_\_\_\_

*Approved by Company or Captive Manager:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**E. Plan F: Office Address & PO Box Services; Access to Independent Locked Cabinet: \$150 per month (paid annually in advance, by check or by wire transfer to the bank account in Exhibit C).**

1. All services provided under Plan A above.
2. Space and access to an independent locked cabinet.

*Approved by Company:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**F. Optional features (tick the box if one or more optional features are desired):**

**Additional Phone Line.** One additional telephone or fax line (circle which type of line is preferred) registered in the name of the Company, which will be answered by the Consultant. Fee: \$50 per month, paid annually in advance.

**Additional Dedicated File Cabinet.** Exclusive use of one dedicated two-drawer file cabinet with a lock. Fee: \$100 per month, paid annually in advance.

**Email Accounts.** Up to ten email accounts with the Company's choice of domain name, along with an FSM country designator (e.g., Miyazaki@Mitsubishi.fm ). Fee: \$25 per month, paid annually in advance.

**Website.** A website for the Company, designed and hosted by an expert arranged by the Consultant, which will have at least three pages being a home page, About Us page, and Contact Us page. If the Company prefers, such website could include a logo of the Company or its parent organization. Fee: one-time upfront fee of \$500.

**Salaries tax & Social Security tax.** Based upon information supplied by Company, the Consultant will prepare and file the quarterly salaries and social security tax forms. Fee: \$200 per quarter, paid annually in advance.

*Approved by Company:* \_\_\_\_\_

*Date:* \_\_\_\_\_



**EXHIBIT B**  
**CONTACT INFORMATION**

**A. Micronesia Registration Advisors, Inc.**

P.O. Box 902  
Kolonia, Pohnpei  
Federated States of Micronesia 96941  
Attn: Steven K. Baker

Telephone: (691) 320-1830  
Facsimile: (1) (808) 441-1941  
Email: [steve@MRA.fm](mailto:steve@MRA.fm)

**B. Name of the owner of "Company":** \_\_\_\_\_

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Telephone:  
Facsimile:  
Email:

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**EXHIBIT C**  
**BANK WIRE INSTRUCTIONS**

Bank of Guam  
111 Chalan Santo Papa  
Hagatna, Guam 96910  
ABA routing number: 121405115  
Phone: 691-320-2550, attention: Mary Simmering

For credit to the account (at Pohnpei branch) of:  
Micronesia Registration Advisors, Inc.  
P.O. Box 902, Kolonia, Pohnpei, FM 96941  
VB Center, Suite 2A, Pohn Umpomp Place, Nett,  
Pohnpei, Federated States of Micronesia  
Account number: 0109044014  
Phone: 691-320-1830, attention: Ms. Ayako Ueda