

**Hirst Applegate Registered Agent Services, Inc.  
Registered Agent Services Agreement**

1. Hirst Applegate Registered Agent Services, Inc. ("HARAS"), hereby agrees to act as Registered Agent for \_\_\_\_\_ "Company," according to the provisions of this Agreement, including the Terms and Conditions printed on the reverse or page 2 hereof.

2. The current mailing address for the company is:  
P.O. Box \_\_\_\_\_

3. The current physical address for the company is:  
\_\_\_\_\_

4. Wyoming law requires every company to provide its registered agent and keep current the name, business address and business telephone number of a natural person who is an officer, director, limited liability company member or manager, managing partner or trustee of the company who is authorized to receive communications from the registered agent and is deemed the designated communications contact for the company. The designated communications contact may not be the registered agent or an employee of the registered agent unless the registered agent is an officer, director, limited liability company member or manager, managing partner or trustee.

*The Company's communications contact, the address of record where the Secretary of State shall send annual reports, and the address where all service of process is to be delivered will be:*

Name \_\_\_\_\_ Business Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Physical Address \_\_\_\_\_

5. The current directors, officers, limited liability company managers, managing partners, trustees or persons serving in a similar capacity for the company are: *(In lieu of completing this section, a list may be attached)*

<b><u>Name and title:</u></b>	<b><u>Address:</u></b>
_____	_____
_____	_____

6. Company agrees to pay HARAS \$150 for registered agent services during the first year of registered agent services, plus \$50 for each service of process, filing, or records request. After the first year, HARAS may adjust its fees under this Agreement with 30 days prior notice to Company.

7. Company agrees to inform HARAS in writing of any changes in the information contained in this Agreement within sixty (60) days of the change.

HIRST APPLGATE REGISTERED AGENT      Company:  
SERVICES, INC.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
JOHN J. METZKE  
DATE: \_\_\_\_\_

## Terms and Conditions

1. Company assumes liability for all charges incurred as a result of any and all services performed by HARAS on Company's behalf or upon Company's direction. Such charges shall be due and payable upon receipt of HARAS's invoice.
2. If Company fails to pay any outstanding balance for thirty (30) days following the date upon which such charge is invoiced, the services of HARAS shall be suspended and HARAS may resign as registered agent in accordance with Wyoming law and Company shall assume any liability for any damages incurred as a result of such action.
3. HARAS does not agree to render legal or other professional service under the terms of this Agreement.
4. HARAS's statutory or contractual obligations as registered agent hereunder are limited to the receipt and forwarding to company of items covered by the respective statute, rule, regulation or contract, and do not include the provision of a business or mailing address independent of such statute, rule, regulation, or contract. Once these items have been forwarded, HARAS has no obligation to follow up with Company to ensure that required filings are made with state agencies. In addition, HARAS has no obligation to forward any items received pursuant to any unauthorized use of HARAS's address and assumes no liability to Company or any other party for loss of such items. Company assumes all liability for such losses regardless of whether Company had approved or initiated the unauthorized use. HARAS may seek reimbursement from Company for any and all costs incurred in connection with the unauthorized use of HARAS's address.
5. Except in the case of HARAS's proven negligence or willful misconduct, in either of which events HARAS's liability (in the aggregate) shall not exceed \$500, HARAS's entire liability and Company's exclusive remedy for damages due to performance or non-performance of HARAS, for any cause of service whatsoever, regardless of the form of action, whether in contract or in tort, shall be limited to the refund of the charges specifically related to the performance or non-performance of the direction of Company. When receiving process on behalf of Company, HARAS shall in no event be responsible for any part of the underlying claim, nor shall HARAS be responsible for the underlying collateral in connection with UCC filings or searches. In no event does HARAS assume any liability whatsoever to any party other than the Company for Company's use of HARAS's services, and Company agrees to indemnify HARAS against any claims brought by such parties. Company is prohibited from assigning any cause of action or remedy to any third party and is further prohibited from encouraging any third party from bringing any cause of action against HARAS.
6. While HARAS takes reasonable steps to provide complete and accurate services, HARAS cannot warrant or guarantee that its services are complete or error free. HARAS is not an insurer with regard to the services performed. In order to obtain HARAS's services for the charges stated, Company agrees to assume the risk for any and all liabilities disclaimed by HARAS and all damages in excess of the limited remedy provided herein.
7. It is Company's sole responsibility to keep HARAS informed as to any changes in address, or of changes of persons authorized to receive HARAS notifications, reports, process and legal matters. Such changes are deemed to be effective when entered into HARAS's client record system.
8. HARAS shall not be liable to Company or any third party for any direct, indirect, special, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of HARAS's services, even if HARAS has been advised of the possibility of such damages.
9. If HARAS or its employees, affiliates, subsidiaries, or representatives are subject to legal process on behalf of the Company, regardless of whether such process is due to Company's act or omission, the Company shall indemnify HARAS for any expenses incurred. These expenses include reasonable attorney fees that HARAS, in its sole discretion, incurs in obtaining legal representation.
10. The laws of the State of Wyoming shall govern, without regard to Wyoming's conflict of laws rules.

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Initials