

Agents Agreement [*]

Concluded on [*] in Majuro, Marshall Islands between:

Company: GEM4ME CUSTODIAN SERVICES LTD, a company incorporated under the companies laws of Marshall Islands with registered address situated at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960, with registered number ID No 95825, hereinafter referred to **Principal**,

and

Agent: [*], citizen of [*], born on [*], passport No [*] issued on [*], residing at [*], hereinafter referred to **Commercial Agent** whereas:

§ 1 DEFINITIONS

The below mentioned terms shall have the following meaning:

client – person / entity which due to action performed by the Commercial Agent concluded a contract with the Principal concerning offer presented by the Principal;

client's data – data allowing to identify the client without any doubts;

contract – an agreement or documents, made between the Principal and the client.

§ 2 OBJECT OF THE CONTRACT

1. The subject of the agreement shall include acquiring clients by the Commercial Agent worldwide for the Principal which means all actions aiming at concluding the contract or aiming at the result which means concluding the contract, providing the Principal with client's data by the Commercial Agent and focusing on cooperation between the parties.

§ 3 OBLIGATIONS OF THE COMMERCIAL AGENT

1. The Commercial Agent shall be obliged to keep information received from the Principal due to cooperation in *secrecy*, in particular the Commercial Agent shall be obliged *not to reveal* information concerning the existence and the contents of the contract, lists of clients and pricing policy of the Principal as well as the contents and forms of contracts concluded by the Principal.
2. § 3 item 1 shall not include information which is the object of presentation of the offer and the proposal of cooperation.
3. The Commercial Agent shall be obliged to obey ethical aspects of running business activities with respect to the principles of fair trading, client's interests as well as the principles of honesty and loyalty towards the Principal.
4. The Commercial Agent shall not be entitled to conclude contracts, receive invoices etc. on behalf and for the Principal.

§ 4 OBLIGATIONS OF THE PRINCIPAL

1. The Principal shall be obliged to submit to the Commercial Agent information essential to proper performance of the object of the contract, in particular to submit information about the offer of the Principal.
2. The Commercial Agent shall be entitled to receive commission-based remuneration for performing the object of the contract according to the reasonably undisputed invoices based

on the satisfactory performance of the obligations unless the parties decide to act in a different way.

3. Commission-based remuneration shall be granted to the Commercial Agent only for the contracts concluded with the clients whose data was presented by the Commercial Agent and accepted by the Principal.

§ 5 INDEPENDENT CONTRACTOR

1. This Agreement shall not render the Commercial agent an employee, partner, or joint venturer with the Principal for any purpose. The Commercial agent is and will remain an independent contractor in his or her relationship to the Principal. The Principal shall not be responsible for withholding taxes with respect to the Commercial agent's compensation hereunder. The Commercial agent shall have no claim against the Principal hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
2. The Commercial agent shall be obliged for withholding and paying all taxes.

§ 6 TERMINATION OF THE CONTRACT

1. The contract shall be concluded for the unlimited period of time.
2. The parties shall be entitled to terminate the contract. The notification of terminating the contract requires a written form in order to be valid. The notification shall be valid from the moment of receiving it by the other Party.

§ 7 FINAL PROVISIONS

1. All amendments to the contract require a written form otherwise they shall be invalid.
2. This Agreement shall be governed by, and construed and enforced in accordance with the laws of England. Each of the parties hereto irrevocably agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by courts of England.
3. The Agreement was made in two copies, one copy for each of the Parties.

§ 8 SIGNATURES AND REQUISITES OF THE PARTIES

Principal	Commercial Agent
GEM4ME CUSTODIAN SERVICES LTD	[*]
Company number 95825	Passport No: [*]
Registered address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960	Residing address: [*]
Authorized person: Bruno Horn	
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