

INTERMEDIARY INTRODUCER AGREEMENT

This Agreement is being entered between PANAMA IMMIGRATION.

www.panama-immigration.net and other corporate websites , Of Ciudad de Panama, Panama Republic, Calle 50, (hereinafter being the "*Registered Agent*" and being referred to as "PANAMA IMMIGRATION") AND, of

(hereinafter being "*the Intermediary Introducer*" and being referred to as the "*Broker*")

1. **Broker's Information (Choose only one of the options)**

Option A. **Broker's information for Individual**

Name: Not Applicable

Residential Address:

Mailing Address:

Telephone Number:

Fax Number:

Email address for correspondences/invoices:

Passport#

Nationality:

Occupation:

Place and years of employment:

Experience in International Financial Services (Please describe below)

List

Initials _____

Option B. **Broker Information if Company**

Name of Company:

Date of Incorporation:

Mailing Address:

Telephone Number:

Fax Number:

Email address for correspondences:

Email address for invoices:

Website address:

Type of Business Activity:

Directors and Shareholders Information:

Director's Name

Director's Name

Address

Address

Telephone

Telephone

Fax

Fax

Email Address

Email Address

Passport Attached

Passport Attached

Director's Name

Director's Name

Address

Address

Telephone

Telephone

Fax

Fax

Email Address

Email Address

Passport Attached

Passport Attached

Employees of Broker Companies authorized to give Panama Immigration instructions:

Employee's Name

Employee's Name

Address

Address

Telephone

Telephone

Fax

Fax

Email Address

Email Address

Passport Attached

Passport Attached

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2. The **Broker** agrees to advise **PANAMA IMMIGRATION** of any change in directors, shareholders, officers, contact details, and persons authorized to give instructions for their establishment.
3. The **Broker** agrees to maintain verification documents on all clients introduced to **PANAMA IMMIGRATION** on file, as follows:
 - (i) To have **proper due diligence** procedures or know-your-client procedures in place;
 - (ii) To keep record of full contact details on each beneficial owner, director, and shareholder;
 - (iii) To obtain and keep full due diligence on the beneficial owners, shareholders, and directors of each company, including:
 - (iv) Notarized passport and valid I.D.;
 - (a) Notarized Utility Bill confirming their place of residence, and
 - (b) Bank or professional reference letter (no older than 1 months);
 - (v) To obtain full details on the company's business activities and Business Plan
 - (v) To inform **PANAMA IMMIGRATION** of the address of where the company's accounting records are kept.
4. The **Broker** agrees to advise **PANAMA IMMIGRATION** of any unsatisfactory verification obtained as listed in clause 3 above.
5. The **Broker** agrees to advise **PANAMA IMMIGRATION** of any changes in directors, shareholders, and officers of all entities formed by **PANAMA IMMIGRATION** under the **Broker's** instruction, and to retain the verification documents for the individuals as listed in clause 3 above.
6. The **Broker** agrees to maintain at all times a full record of the register of directors, officers, and shareholders of the companies formed by **PANAMA IMMIGRATION** under the instruction of the **Broker**, including any changes therein from time to time, and undertakes and agrees to provide **PANAMA IMMIGRATION** with such information immediately upon request.
7. The **Broker** agrees to be subject to periodical ***SPOT CHECKS*** conducted by **PANAMA IMMIGRATION** to ensure that the compliance procedures listed herein are being upheld to the fullest degree.

*** SPOT CHECKS will be carried out on random companies incorporated through PANANA IMMIGRATION by the approved Broker and the Broker will be asked to produce evidence that they are carrying out the necessary due diligence required as an approved intermediary. Failure to comply as well as failure to show that the appropriate due diligence is being carried out by the approved intermediary will result in PANAMA IMMIGRATION suspending all services to the Broker and resigning as Registered Agent for associated companies.**

Initials_____

8. The **Broker** agrees to uphold **PANAMA IMMIGRATION**'s 30-day credit policy for all and any services rendered or services will be frozen until payment has been made. If **PANAMA IMMIGRATION** should determine that the credit policy is not being conducted in a satisfactory manner, it will be necessary that full payments be received before an order is carried out.

IN ADDITION HERETO, NOW THIS AGREEMENT WITNESSES that:

A. ENGAGEMENT:

The Broker hereby engages **PANAMA IMMIGRATION** to serve as a registered agent with effect from the date hereof until the 31st day of December of that year and from year thereafter until either party in accordance with its provisions terminates this agreement. The Broker must promise and **keep a minimum of 1 Identified client to Panama Immigration every Month for a minimum of 1 Year.**

B. DUTIES

As the Registered Agent shall perform the following duties on behalf of Companies:

1. Provide for registered office of Companies to which all communications and notices may be addressed, but nothing herein shall permit the Company to transact any business at or utilize any staff or equipment at its registered office.
2. Give notice to the Registrar of Companies of any change in the location of the registered office of Companies in accordance with the International Business Companies (the Act).
3. Keep in custody an imprint of the common seal of the Companies at its registered office.
4. If required maintain and keep in custody a register of directors and officers and a register of mortgages and charges of the Companies and, a register of members at its registered office, in accordance with the Act.
5. Give notice to the Registrar of Companies of any change of which the Registered Agent is notified in the name, address, Memorandum and Articles of Association of the Companies, as required by the Act.
6. Maintain and keep in custody all minutes of meetings of the directors and members of the Companies of which the Registered Agent is notified or supplied, in accordance with the Act.
7. Cause notices to be delivered of meetings and minutes and resolutions to be drawn and executed to enable the Companies to hold meetings of the members or meetings of the directors anywhere in accordance with the Act and upon payment of such further fees as

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may be agreed upon such special meeting and resolutions as may be required by the Owner.

8. Open, consider, and, if necessary and/or permitted by the laws of Belize and Panama forthwith deliver to the Broker at the last known address a summary of, or all writs, notices, summons, orders, or other document delivered or served upon the Companies at its registered office, in accordance with the Act.
9. Upon request by the Broker/Owner, upon payment of such further fees as may be agreed upon and to furnish to the Registrar of Companies before or during the month of July in each year with the annual license fee, in accordance with the Act.
10. Alert the Broker, generally, of changes or clarifications in the laws of the Belize that might affect the status or business of the Company.
11. Retain and hold any Bearer Share Certificates issued by the companies and proper due diligence on the beneficial owner of such shares.

C. COMPENSATION:

Subject to Clause D herein, the Registered Agent will pay the % between 10% to 15% for each order, or such sum as may from time to time be payable , if the Broker decide to receive payment as a referral fee from Registered Agent. Payment

shall be made at Panama Immigration, Calle 50 , Ciudad de Panama, Central America or to any of Its Subsidiaries; and any delay in receipt of prompt payment in full by the Owner shall be sufficient cause for the Registered Agent to cease performance of the duties of the Registered Agent, notwithstanding the consequences of such non-performance to either the broker or Company. Broker must pay PANAMA IMMIGRATION 15 days before the provision of service if corporative service, 30 days before any Residency Program and only when clients are fully Identified.

D. NOTICE OF INCREASED COMPENSATION:

If the Registered Agent sends to the Broker before the 15th day of November in any year written notice of any increase in the compensation payable to the Registered Agent, it shall be effective for the next calendar year without amending this agreement.

E. CONFIDENTIALITY:

The Registered Agent shall not, on its own accord, except as authorized in writing by the Broker or as required by any law, regulation or practice, disclose or permit the disclosure to any person any information of any kind relating to the directors, officers, members, business, or affairs of the Company.

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F. TERMINATION:

a. The Broker may terminate this agreement at any time upon at least ten (10) days' notice in writing or an order of a court, but compensation paid to the Registered Agent prior to termination shall not be accrued and no part of it shall be refundable. The Broker hereby grants to the Registered Agent a first charge by way of lieu upon the corporate documents of the Companies as security for payment to the Registered Agent of its comprehension pursuant to this agreement.

b. The Registered Agent, may at any time without assigning any reason therefore, resign by giving at least ninety (90) days notice in writing to the Owner. The Registered Agent may elect to immediately cease to provide nominees in any capacity, in which case, resignation shall thereupon be inserted in the corporate records and share transfers shall be endorsed to their respective beneficiaries and held for delivery. If the Registered Agent resigns, its Compensation shall be apportioned as to fees but not disbursements, and any credit remaining shall be paid to the Broker.

G. NOT TO USE CORPORATION FOR CRIMINAL PURPOSE:

a. The Broker warrants that the Company shall not be managed or used to infringe any laws and expressly absolves the Registered Agent from any liability in respect of compliance for any disclosure accurate in all respects.

b. The Broker declares warrants and confirms that the statements set out in the schedule hereto are true and accurate in all respects.

H. NOTICES:

Any notice required or permitted to be given by this agreement shall be in writing and may be delivered by hand or transmitted by email or facsimile transmission, in which case, it shall be deemed to have been delivered two (2) days after transmission, or mailed by shall deemed to have delivered seven (7) days after mailing, as aforesaid.

I. TIME OF ESSENCE:

Time shall, in all respect, be of the essence of this agreement.

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J. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties hereto with respect to all matters herein and neither of the parties shall rely upon or regard as material any representation or statement whatsoever not incorporated herein, and subject to Clause 4 herein, this agreement shall not be amended except by instrument of equal formality.

K. INUREMENT:

This agreement shall inure to the benefit of and binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

L. HEADINGS:

The headings used throughout this agreement form no part of it and shall be deemed to have been inserted solely for the convenience of reference.

M. INDEMNITY:

The Broker hereby agrees to at all times indemnify and save harmless the Registered Agent, its officers, directors, or beneficial or registered shareholders from all actions, claims, or demands in any way arising from the Registered Agent acting on behalf of the Broker on the terms herein, including any action or omission of the Registered Agent or any of its officers, directors, or shareholders, excepting only wilful acts or fraud by the Registered Agent, or any of its officers, directors, or shareholders.

SCHEDULE

1. I am in the business of _____
2. The funds to incorporate maintain and operate the company as well as any future transactions through the above company will not be from any illicit sources such as drug trafficking or money laundering, tax evasion.
3. I am not involved in any illicit activities nor is there any criminal or civil action pending or threatened against or any related person.

DATE: _____ **DAY OF** _____ , 20 .

We, _____, the **Broker** named herein, hereby declare that we have read and do understand the above statements, and that we will take all necessary steps to comply therewith, and to avoid any company established with **PANAMA**

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IMMIGRATION, to be used for money laundering, terrorist activities, or any other illegal activity or in a manner likely to damage the good name of PANAMA IMMIGRATION. or the jurisdiction of incorporation.

Name of Authorized Person _____

Signature _____

Dated this _____ day of _____, 20....

PLACE : _____



**All information above is given in the strictest confidence and is for the purpose of our due diligence and internal procedures and may only be disclosed by us with your written consent or pursuant to the laws of Belize.*

IMPORTANT NOTICE TO BROKERS

In compliance with Belize laws and regulations, we ask that you submit to PANAMA IMMIGRATION the following documentation, first by email in scanned copies, then followed by mail in original in order to finalize the approval process:

- (1) Signed Broker's Agreement;
- (2) Full Due Diligence on the Directors and Beneficial Owners of the Broker Company, which includes:

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- (i) Notarized Passport (*in HD color*)
 - (ii) Bank Reference or Character Reference Letter issued by an accountant or attorney (HD color not older than 1 months)
 - (iii) Certified Proof of Address (*preferred: utility bill in HD Color*)
- (3) Notarized Passports on all Personnel authorized to give PANAMA IMMIGRATION instructions;
- (4) Certified corporate documents on the Broker Company, which includes:
- (i) Certificate of Incorporation
 - (ii) Memorandum & Articles of Association
 - (iii) Certificate of Good Standing
 - (iii) Certificate of Incumbency, listing the principals of the company

****NB: All documents submitted to PANAMA IMMIGRATION must be in English or a certified English translation will be required.***

PLEASE SEND THIS DOCUMENT INCLUDING A NOTARIZED COPY OF YOUR PASSPORT AND UTILITY BILL

Send to SPECTRA(AT)PROTONMAIL.COM

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