

REGISTERED AGENT AND MAIL RECEIVING AGREEMENT

Effective Date: 03/05/2024

REGISTERED AGENT: Sharon Inez Britton_____, an Individual.

Email: mtncatsis@yahoo.com_____ Cell Phone: +1 970-948-1837

Street Address: 626 E 1st st, New Castle, CO 81647

THIS REGISTERED AGENT AND MAIL RECEIVING AGREEMENT ("Agreement") is made effective on the Effective Date stipulated above, by and between the Registered Agent specified above ("Registered Agent") and Marcio Garcia Andrade ("Incorporator"), having an address of 66 West Flagler Street Ste 900-3920, Miami, FL 33130 and an email address of Marcio.Andrade211@gmail.com, collectively referred herein as the "Parties".

The terms of this Agreement are contractual, not a mere recital, and are the result of a mutual understanding between the Parties. Each Party agrees to not take any action that would interfere with the performance of this Agreement, or which would adversely affect the rights provided for herein.

WHEREAS, the Parties agree and consent to enter into this Agreement because Registered Agent wishes to act as Registered Agent and/or receive and forward mail and legal correspondence for Corporate Entities incorporated by Incorporator and/or incorporated by any other person or company authorized by Incorporator using Registered Agent's street address in exchange for compensation to Registered Agent, and Incorporator wishes to have a Registered Agent and legal street address with mail receiving service in the state of Colorado in exchange for Service Fees to be paid by the Incorporator. Mail shall be handled and forwarded to Incorporator by Registered Agent in a timely manner in accordance with Incorporator's instructions, which may be updated from time to time as needed.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SERVICE FEE

Registered Agent shall be paid \$1,500 per Year, paid quarterly in advance, starting within 3 Business Days of executing this Agreement, plus any mailing costs incurred from time to time when physical mail forwarding is instructed by Incorporator.

2. AUTHORIZATION TO USE STREET ADDRESS

Registered Agent authorizes Incorporator to use his street address and agrees to provide:

A. ONE Proof of Current Address (Utility Bill, Phone Bill, Bank Statement, Driver's License, etc).

B. If needed, when needed: Signed Registered Agent Acceptance Forms, Address Update Forms, USPS Authorization Forms, and any other Forms required by the Colorado Secretary of State to confirm Registered Agent's address and authorization to use such address.

3. TERM

This Agreement shall remain effective for a period of 5 Years and shall automatically renew itself for additional 1 Year periods if not cancelled by either party at least 90 Days prior to the scheduled expiration, subject to any part of any section of this Agreement which must naturally survive termination.

4. STREET ADDRESS CHANGES

Registered Agent must have uninterrupted access to Registered Agent's Street Address stipulated in this Agreement and understands that changes of address during the Term of this Agreement are absolutely not allowed, as a change of address would cause unreasonable compliance costs to Incorporator. Should Registered Agent change Registered Agent's Street Address during the Term of this Agreement without the written authorization of the Incorporator, then Registered Agent hereby accepts liability for all compliance costs which consist primarily, but not limited to, the costs paid to the Secretary of State to update the Address for each Corporate Entity incorporated using Registered Agent's Street Address stipulated in this Agreement.

5. TERMINATION

Incorporator may terminate this Agreement for cause at any time with at least 30 Days' notice to Registered Agent, in the event Registered Agent breaches this Agreement and/or fails to provide timely service to Incorporator. Registered Agent may terminate this Agreement for cause in the event Incorporator is more than 6 Months late in payment of Registered Agent's Service Fees and Registered Agent has already sent at least 3 written Payment Demands to Incorporator within such 6 Month period.

6. AMENDMENTS

All Amendments shall be made with unanimous and written consent from all Parties.

7. SEVERABILITY

If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect.

8. VOLUNTARY EXECUTION

The parties acknowledge that they have each thoroughly read this Agreement, understand it, and are entering into it of their own free will.

9. NOTICE

Any correspondence or notice permitted or required under this Agreement shall be made by email (with delivery receipt), personal delivery, certified or registered United States mail with receipt requested or by national courier service with receipt required to the respective addresses of the parties stipulated at the top of the first page of this Agreement.

10. GOVERNING LAW

The validity, construction, and effect of this Agreement and the respective rights and obligations of the Parties hereunder shall be governed by and determined in accordance with the laws of Colorado, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

11. DISPUTE RESOLUTION

THE PARTIES AGREE TO ARBITRATE ALL CLAIMS ON AN INDIVIDUAL BASIS ONLY AND NOT AS A PART OF ANY CLASS. A "CLAIM" IS ANY CASE, CONTROVERSY, DISPUTE, TORT,

DISAGREEMENT, LAWSUIT, LEGAL ACTION, OR CLAIM NOW OR HEREAFTER PENDING BETWEEN THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY ALLEGED STATE OR FEDERAL STATUTORY VIOLATION, OR ANY DISPUTE OVER THE INTERPRETATION OF THIS AGREEMENT OR THE ARBITRABILITY OF ANY CLAIM PURSUANT TO THIS AGREEMENT. THIS AGREEMENT TO ARBITRATE GOVERNS ALL PAST, CURRENT AND PROSPECTIVE INTERACTIONS BETWEEN THE PARTIES. THE PARTIES AGREE THAT THEY ARE BOTH WAIVING ALL RIGHTS TO: (A) A TRIAL BY JURY; (B) PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION; AND (C) BRING AN ACTION AGAINST THE OTHER PARTY IN A COURT OF LAW. ARBITRATION SHALL BE BY WRITTEN-SUBMISSION ONLY, WITHOUT ANY PHYSICAL PRESENCE REQUIRED. THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN FORCE SHALL GOVERN THE ARBITRATION (provided, however, that the terms of this Agreement shall control over any inconsistency between the Rules of the American Arbitration Association and this Agreement). The arbitrator shall have authority to interpret this Agreement, including but not limited to the authority to decide whether any claim is arbitrable under this Agreement and to decide issues related to the scope of arbitration, the rules of arbitration, the arbitrator's jurisdiction, and the enforceability of this Agreement. The arbitrator shall not however, under any circumstance, ever be allowed nor authorized to award neither punitive nor exemplary damages for any reason.

12. ATTORNEY'S FEES AND COSTS

If any action or proceeding arising out of or relating to this Agreement is commenced, the prevailing Party shall be entitled to its reasonable attorney's fees and costs, including expenses and fees associated with the enforcement or collection of any judgment.

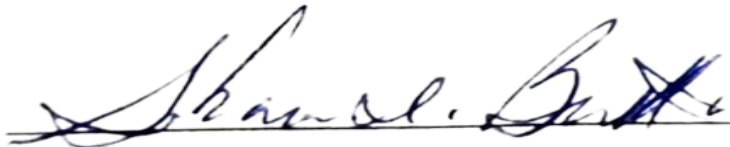
13. HEADINGS

All section titles, headings or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

14. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior contracts, agreements, proposals, and understandings, whether formal or informal, oral and written, between the Parties relating to the subject matter herein and may not be modified except in writing executed by both Parties. With my signature below, I affirm that I have read and understand this Agreement.

Registered Agent:



(Signature)

For Incorporator:

(Signature)