



SGG Group

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# REGISTERED AGENT SERVICE AGREEMENT

(BVI)

Effective date

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**THE UNDERSIGNED**

1. **LUNA CORPORATUM LTD.**, a company with limited liability, incorporated and existing under the Laws of the British Virgin Islands ("BVI"), with registered office c/o AMS Financial Services Ltd., Sea Meadow House, Road Town, Tortola, VG1110, BVI and registered at the Registry of BVI in Tortola with number 1995299 (hereinafter referred to as "**SGG**"); and
2. **ZOOM GLOBAL INTERNATIONAL LIMITED**, a company with limited liability, incorporated and existing under the laws of BVI, with registered address c/o AMS Financial Services Ltd., Sea Meadow House, Road Town, Tortola, VG1110, BVI and registered at the Registry of BVI in Tortola with number 1967410 (hereinafter referred to as "**the Company**");

**WHEREAS**

1. The Company has requested SGG to arrange for a registered agent to be appointed for the Company, to act as such as per the BVI Business Company Act;
2. SGG has requested AMS Financial Services Ltd., a company with limited liability, incorporated and existing under the Laws of the BVI, with registered office at Sea Meadow House, Road Town, Tortola, VG1110, BVI and registered at the Registry of BVI in Tortola with number NUMBER (hereinafter referred to as "**AMS**") to be appointed to act as Registered Agent of the Company;
3. AMS has agreed to be appointed to act as the Registered Agent of the Company, as per the Memorandum and Articles of Association of the Company;
4. The Company and SGG have agreed on the aforementioned arrangement for the appointment of AMS as the Registered Agent of the Company on the terms hereinafter set out.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**Article 1**

**Duties and responsibilities**

1. SGG be in charge with the administration of the Company, in close and full cooperation with AMS, which shall include:
  - a. ensuring that the Company complies with the applicable requirements of the Laws of BVI and the Memorandum and Articles of Association of the Company;
  - b. carrying out such formalities and taking such steps as are necessary in connection with sub-clause (a) above; and
  - c. providing services referred to in article 2 hereof and such other services as specified in this Agreement.
2. SGG will supervise all the authorities vested in the Registered Agent under the Laws of BVI and the Memorandum and Articles of Association of the Company.
3. SGG shall perform its duties properly, faithfully and to the best of its abilities in a manner that is in the best interest of the Company and shall not be required to do or omit anything that is in conflict with any applicable law or regulation.

4. In connection with the proper performance of its duties hereunder, SGG may, after having obtained approval of the Company, engage an auditor, lawyer or other professional advisor to give such advice or provide such services as SGG may reasonably consider necessary or desirable. The costs of such advice or services will be for the account of the Company, if any.

**Article 2**

**Services and remuneration**

1. The Company shall:
  - a. pay SGG the annual Registered Agent and Office fee in the amount of USD 1,200.00 payable in January of each year. This amount can be increased as consequence of the price index figure increase for the population of BVI, as determined by the Ministry of Finance, Development Planning Unit of BVI. Said fee will be transferred to the bank account of SGG from the Company's bank account, if any.
  - b. pay SGG a fixed fee of USD 600.00 for corporate services covering 3 hours on annual basis and an hourly fee according to the applicable rates of SGG for any services surpassing the fixed fee and other than those referred to in paragraph 2 of this article.
  - c. pay SGG the BVI annual Government License fee, payable in January of each year. Said fee will be transferred to the BVI Registry through SGG's registered office in BVI. The Annual Government License fee of the Company: registered shares issued up to 50,000 the fee is USD 450; more than 50,000 issued registered shares USD 1,100. Bearer shares issued between USD 1,100 up to USD 1,300.
  - d. In case this Agreement becomes effective or is being terminated in the course of the year, the Registered Agent and Office fee shall be calculated on a *pro rata parte* basis.
2. The said annual Registered Agent and Office fee, referred to in paragraph 1a of this article, covers the following:
  - a. supervision of the authorities by the Registered Agent of the Company;
  - b. providing the Company with a registered office through AMS in Tortola-BVI, with access to telephone, fax, e-mail and secretarial facilities;
  - c. keeping original compliance and corporate records, including the register of members and the register of directors of the Company at the offices of SGG and copies of the same at the registered office in BVI.
3. The services referred to in paragraph 1b of this article include amongst others and as required by the BVI Laws or upon request of the director(s) of the Company, to:
  - a. keep records of the minutes of meetings and resolutions of members and of classes of members;
  - b. keep records of the minutes of meetings and resolutions of directors and committees of directors, if any;
  - c. file and keep records of all correspondences relating to the Company, as well as bank statements, if any;
  - d. file and keep records of all executed documents by the director(s) on behalf of the Company;
  - e. receive and forward all relevant documentation to the Registered Agent, the legal counsel or any other party, if any;
  - f. administer bank statements of local and/or international bank accounts and to provide information and related documentation to banks, if any;

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- g. keep records of the financial records of the Company, sufficient to show and to explain the transactions effectuated for and on behalf of the Company and any required interim statements;
  - h. comply with local registration requirements and other BVI Registry matters;
  - i. comply with all regulatory requirements applicable;
  - j. comply with reporting requests from local authorities, if any;
  - k. render or arrange for any legal, banking or corporate services;
4. The hourly rates depend on the levels of staff employed and may be adjusted from time to time (by prior written notice).
  5. All fees involved by SGG are due and payable within 15 days after the invoice date. If the period allowed for payment is exceeded, the Company will be in default by operation of law.
  6. All amounts mentioned in this article are exclusive disbursements (third party charges, out-of-pocket expenses) and 7.5% office expenses (as a percentage of the fees charged).
  7. In the event that any sum (including disbursements and office expenses) due and payable to SGG is not paid by or on behalf of the Company within 15 days of the relevant invoice date, SGG shall have the right to immediately cease its performance of any services under this Agreement and, as *ultimum remedium* to terminate the Agreement, subsequently resignation of the Registered Agent and office of the Company as well, even in the case when such would not be in the best interest of the Company or any related party thereto.
  8. In case SGG ceases its performance of services under this Agreement or terminates this Agreement in accordance with paragraph 7 of this article, all the obligations of the Company under this Agreement shall survive a discontinuation of the performance of SGG in relation to events, which have occurred prior to the date of discontinuation, including any acts performed by SGG for and on behalf of the Company for the purpose of safeguarding of the position of SGG.

### Article 3

#### Disclosure of Information and Confidentiality

1. The Members of the Company shall provide SGG upon first request and within reasonable time with any and all documents and information as required by law. The Members of the Company shall further at the reasonable request of SGG, disclose such information concerning the Company, its direct and indirect group companies and the Members as is necessary for SGG to comply with the applicable laws of the BVI.
2. SGG or its agents, representatives or employees, in any manner whatsoever, in whole or part, shall not, during the term of this Agreement or thereafter, use or disclose any documents or information relating to the Company or the Members of the Company, the terms of this Agreement as well as any other document or information SGG receives or has access to during its services (collectively the "Confidential Information"), provided that this article 2 shall not apply to any information or data that (i) has become generally available to the public through no act of SGG or its agents, representatives or employees; (ii) has become available to SGG on a non-confidential basis from a source (including internal source), which is not prohibited from disclosing such documents or information by a legal, contractual or fiduciary obligation running directly or indirectly to the Company (iii) has been obliged by mandatory authorities in BVI or ordered by a Court of competent jurisdiction to do; (iv) has been approved for release by a written authorization by the Members of the Company; or (v) is independently developed

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by SGG without use, directly or indirectly, of the information received from the Members of the Company.

3. For avoidance of doubt, SGG shall not share the Confidential Information with any of its affiliated companies without express written approval from the Principal.

#### Article 4

##### Limitation of Liability

1. Neither SGG nor any of its directors or employees shall be liable for any loss or expenses suffered or incurred by the Company as a result of any acts or omissions to act by SGG or any of its directors or employees, except in the case of gross negligence or willful misconduct of SGG or any of its directors or employees as judged by judgment of BVI's Court.
2. The Company shall, during the term of this Agreement and thereafter for a reasonable period of time, indemnify and hold harmless SGG and its directors and employees, from and against any and all claims, suits (whether instituted by the Company or by third parties), damages, penalties, liabilities, costs and expenses incurred, suffered or made by SGG and/or its directors or its employees, acting or having acted as Registered Agent of the Company and, in such capacity, doing or failing to do any acts.
3. SGG and its directors and employees are, however, not indemnified or held harmless against any such claims, suits (whether instituted by the Company or any third parties), damages, penalties, liabilities, costs and expenses resulting from gross negligence or willful misconduct of SGG or its directors or its employees as judged by judgment of BVI's Court.
4. The Company shall indemnify and hold harmless SGG and its directors and its employees for costs of defence and expenses against any such claims and suits at the time of those costs and expenses being payable up to the time that a BVI Court has judged in last instance that SGG and/or directors and/or its employees have acted with gross negligence or committed willful misconduct.
5. The limitation of liability also applies if SGG is held liable for the errors made by third parties engaged by SGG or if the equipment, software, data files, registers or any other items (none excluded) used by SGG for the purposes of performing this Agreement do not function properly beyond control of SGG.
6. SGG's liability for any damages arising from or relating to the performance of its duties is limited to the amount paid out in the case in question under the professional liability insurance policy taken out by SGG-Group, plus the deductible which under the policy conditions will not be borne by the insurers. This clause serves only as information to the Company.
7. If and to the extent that no payment is made under the policy referred to, for any reason whatsoever, SGG's liability is limited to the amount of the fees charged by SGG for the work in question.

#### Article 5

##### Term and Termination

1. This Agreement has been entered into for an indefinite period of time and shall come into effect on the effective date as first above written.

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2. Notwithstanding paragraph 1 of this article, either party may terminate this Agreement by giving the other party one month's (30 days) prior notice by registered mail.
  3. SGG may terminate this Agreement with immediate effect if and when the course of affairs of the Company is such that SGG cannot be reasonably expected to continue to provide the services under this Agreement, including but not limited to the following circumstances:
    - a. the filing of a petition in bankruptcy against the Company or an application for a suspension of payment of the Company;
    - b. a resolution by the Members of the Company to liquidate the Company has been adopted;
    - c. any material change in direct or indirect ownership of the Company, or in the composition of the board of directors of the Company, or any other change of control in respect of the Company;
    - d. non-compliance with SGG's request(s) as stipulated in article 3: Disclosure of Information and Confidentiality, despite due insistence (in writing) of SGG thereto, incurring non-compliance of the Company with the applicable supervisory regulations, as far as these apply to the services rendered by SGG;
    - e. if it shall become illegal or impossible for SGG without breach of laws applicable to it and for reasons reasonably outside the control of SGG to fulfill its obligations as set off in this Agreement;
    - f. in case SGG has any indication regarding any (possible) direct or indirect involvement of the Company and/or Members in illegal activities, including but not limited to terrorist activity, criminal offences, narcotic related activities, prostitution and/or violation of human rights and acts against humanity;
    - g. in the event that any sum (including disbursements and office expenses) due and payable to SGG is not paid by or on behalf of the Company within 15 days of the relevant invoice date in accordance with article 2 paragraph 7 of this Agreement.
  4. Upon termination and subject to payment to SGG of all outstanding debts, costs and/or transfer out fees owed to SGG, SGG shall release all the Company's corporate documents.

#### **Article 6 Amendments**

All amendments to this Agreement shall be in writing and signed on behalf of each of the parties hereto.

#### **Article 7 Governing law**

This Agreement shall be governed by and construed in accordance with the laws of BVI.

#### **Article 8 Jurisdiction**

Any disputes arising out of or in connection with this Agreement shall be submitted to the competent court in BVI. This submission to the jurisdiction of the BVI court shall not limit the right of SGG to institute proceedings against the Company in any other court of competent jurisdiction. Nor shall the instituting of proceedings against the Company in any one or more jurisdictions preclude the instituting of proceedings by SGG in any other jurisdiction, whether concurrently or not.

**Article 9**  
**Services non-exclusive**

Nothing in this Agreement shall prevent SGG from rendering services similar to those provided for in this Agreement to other persons, firms or companies.

**Article 10**  
**Validity**

If a provision of this Agreement is declared invalid or is unenforceable in any other way, the other provisions shall remain in full force and effect. In such event the parties shall replace the invalid provision with a valid provision in accordance with the object and the purpose of this Agreement, in such manner that the new provision shall materially deviate as little as possible from the invalid provision.

**Article 11**  
**Entire Agreement**

This Agreement constitutes the whole and only agreement between the parties relating to the subject matter hereof. And supersedes and extinguishes any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter hereof.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement (in duplicate).

**LUNA CORPORATUM LTD.**

**ZOOM GLOBAL INTERNATIONAL LIMITED**  
by its Director



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By :  
Title :  
Place :  
Date :

By :  
Title : Director  
Place :  
Date :

**Zoom Global International Limited**  
**Incorporation No.-1967410**

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