



PANAMA OFFSHORE SERVICES INTL, INC.

Mail Address: PTY 296, PO Box 0832-2745, WTC
Physical Address: Ave. Ricardo J. Alfaro, Sun Towers, 1st Floor, Office # 39
Panama City, Rep. Of Panama
Tel: ++(507) 236-8303 Fax: ++(507) 236-7150

ORDER FORM (detailed)

1. PERSONAL INFORMATION:

- A. Your Complete Name: _____
- B. Your Id./Passport: _____
- C. Your Nationality: _____
- D. Delivery Address: _____

- E. City: _____
- F. State/Province: _____
- G. Zip Code: _____
- H. Country: _____
- I. Home Phone: (_____) _____
- J. Work Phone: (_____) _____
- K. Fax: (_____) _____
- L. Email: _____
- M. Second Email (optional): _____
- N. Preferred Method of Contact (email, telephone, or fax): _____

2. CORPORATE PACKAGE SELECTION: (please check)

- A. New Corporation Package (\$1000): _____ Jurisdiction: _____
- B. New Foundation Package (\$1000): _____ Jurisdiction: _____
- C. Shelf Corporation Package (\$1200): _____ Jurisdiction: _____
- D. Shelf Foundation Package (\$1200): _____ Jurisdiction: _____
- E. Complete Offshore Structure (\$2500): _____ Jurisdiction: _____

Note: If no jurisdiction is indicated, then we will automatically incorporate in Panama. Complete offshore structure includes Panama corporation, foundation, Panama bank account, brokerage account, mail forwarding, and general manager contract.

3. NEW ENTITY - SELECTING A NAME:

If ordering a new entity, enter three name choices below. Panama Corporations must include the prefix "Inc", "Incorporated", "Corp", "Corporation" or "S.A.". Panama Foundations must include the word, "Foundation" in the name:

Entity 1 (Corporation):

A. _____

B. _____

C. _____

Entity 2 (Foundation):

A. _____

B. _____

C. _____

4. NOMINEE DIRECTORS:

Nominee Directors (or Council Members) are provided at no additional charge.

Do you wish to use Nominee Directors? Yes _____ No _____

5. CORPORATION STRUCTURE:

(only if you do not wish to use Nominee Directors. If providing your own directors, please complete the details below. Passport photocopies of each of the directors are required).

CORPORATION SUBSCRIBERS:

(the information of the Subscribers is registered at the Public Registry)

Corporations require two different Subscribers. Subscribes are the ones that sign physically the Articles of Incorporation in front of the Notary Public in Panama. Subscribers are the ones that create the Corporation. For practical purposes, we usually provide our Nominee Subscribers. According to the Corporation Law, Subscribers have a right for once Share, but this right is always cancelled through the Notarized Meeting of Board of Directors that we include in the Corporate Package (if you are here in Panama, and still wish to appoint your own Subscribers, please provide the complete information):

A. SUBSCRIBER 1 (Only if the Subscriber is in Panama):

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

B. SUBSCRIBER 2 (Only if the Subscriber is in Panama):

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

CORPORATION DIRECTORS:

(the information of the Directors is registered at the Public Registry)

Directors, in coordination with the Officers, are the ones in charge of the Administration of the Corporation. Corporations require three different Directors. If you do not wish to use Nominee Directors, please complete the information:

A. DIRECTOR 1:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

B. DIRECTOR 2:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

C. DIRECTOR 3:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

CORPORATION OFFICERS:

(the information of the Officers is registered at the Public Registry)

Officers, in coordination with the Directors, are the ones in charge of the Administration of the Corporation. Corporations require three Officers, which can be the same person or different. If you do not wish to use Nominee Officers, please complete the information:

A. PRESIDENT:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

B. SECRETARY:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

C. TREASURER:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

FOUNDATION STRUCTURE:

(only if you do not wish to use Nominee Directors. If providing your own directors, please complete the details below. Passport photocopies of each of the directors are required).

FOUNDER:

(the information of the Founder is registered at the Public Registry)

Foundations require a Founder. The Founder is the person that creates the Foundation. If you do not wish to use Nominee Founder, please complete the information:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

FOUNDATION COUNCIL:

The Foundation Council is in charge of the Administration of the Foundation. If you appoint Natural Persons, three different Directors are required, otherwise, if you appoint a Juridical Person (Corporation entity), one Director is required. If you do not wish to use Nominee Foundation Council, please complete the information:

A. PRESIDENT:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

B. SECRETARY:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

C. TREASURER:

Complete Name: _____
Address (no PO box allowed): _____
City: _____
State/Province : _____
Zip Code: _____
Country : _____
Nationality: _____
Passport Number: _____

Please provide any additional details regarding directors that you wish for us to know:

6. CAPITALIZATION & SHARE CERTIFICATES (RE: only corporations):

Share Capitalization: US\$10K Standard _____ Special US\$ _____
Special Instructions: _____
Share Title: 100% to Bearer _____ 100% to Foundation _____
Special Instructions: _____

Note: Standard practice is to issue minimum capitalization of US\$10,000, with 100% of shares issued to the Bearer or to the Foundation (if applicable).

7. CORPORATE BROKERAGE ACCOUNT:

A. Do you wish to provide your own signatory on the corporate brokerage account?
Yes _____. Note: Minimum initial deposit \$3000.

Note: If you use a nominee signatory, all transactions must be made through POSI, Inc. - Additional US\$1000 fee (or 1%, which ever is higher) per year for nominee signatory services.

8. ADDITIONAL CORPORATE ACCOUNTS:

Please check which additional optional accounts you would like to establish:

- A. Corporate Online Discount Brokerage Account (US\$500): _____
- B. Panama Corporate Bank Account (US\$700): _____
- C. Latvia Corporate Bank Account (US\$700): _____
- D. St. Vincent Corporate Bank Account (US\$800): _____
- E. Corporate FOREX Trading Account (US\$500): _____
- F. Corporate online merchant account (US\$1500): _____

9. MAIL FORWARDING SERVICES:

Would you like to use Mail Forwarding Services? Yes _____ No _____.

(Mail Forwarding Services includes a Corporate Mail Box and physical address in Panama City, Panama to receive mail or courier packages. The corporations mail and

courier packages will be forwarded to you per your instructions. Courier or post mail forwarding costs will be billed to the corporation. Total cost is US\$300 per year.

If you would like to use mail forwarding, please complete the following:

- A. Complete Address: _____
- B. City: _____
- C. State/Province: _____
- D. Country : _____
- E. Zip Code: _____

F. Indicate the method your mail should be forwarded to you:
Courier _____ Post _____ Scanned Email (PDF attachments) _____

G. Indicate the frequency that you would like your mail to be forwarded:
Monthly _____ Per Request _____ Hold Mail _____

10. ADDITIONAL CORPORATE DOCUMENTS:

Check all additional documents that you wish to purchase:

- A. Investment Advisor Contract (Additional US\$250): _____
- B. General Manager Contract (Additional US\$250): _____
- C. Private Annuity Contract (Additional US\$250): _____
- D. Foundation Donation Forms (Additional US\$50): _____
- E. Certificate of Incorporation (Additional US\$75): _____

11. SHIPPING METHOD: Please send my Corporate Documents by:

A. Airmail (no surcharge - included with purchase): _____
(Note: Airmail may take up to 6 weeks for delivery and is not guaranteed)

B. Courier (US\$50 extra): _____

12. TOTAL PAYMENT AMOUNT: US\$ _____

Payment Instructions will be provided. Preferred payment method:

- A. Pay by Western Union: _____
- B. Pay by Money Gram: _____
- C. Pay by International USD Money Order: _____
- D. Pay by USD Check: _____
- E. Pay by USD Wire Transfer: _____
- F. Pay by E-Gold: _____
- G. Pay by Credit Card: _____

Additional Requests or Comments:

INCORPORATION AND ADMINISTRATION AGREEMENT

In consideration of your agreeing to form, incorporate and administer one or more juridical entities (here forward the "COMPANY(S)") on my behalf,

I, _____
Citizen of _____, with identification # _____ with
address at _____

(here forward the "CLIENT"), hereby UNDERTAKE and AGREE to indemnify and hold harmless Panama Offshore Legal Services, Panama Offshore Services International Inc., their affiliated companies and their respective owners, agents, directors, nominees, and employees (here forward the "FIRM"), and to keep them indemnified and held harmless, from any and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever (whether in contract or in tort) which may be made or taken against them or any of them, in respect of them or any of them taking any action, or failing to take any action, with respect to the formation, incorporation or administration of, or otherwise in connection with, the COMPANY formed by the FIRM on my behalf.

I, the CLIENT, agree to pay the FIRM for all annual fees for Resident Agent, Registered Office (if applicable), Nominee Directors (if applicable), Corporate Government Taxes (if applicable), as well as all other legal fees, government fees, taxes, or other charges, fees, or applicable costs that are associated with the services provided by the FIRM as per the agreed upon terms & conditions or schedule of fees of the FIRM. In the event of non-payment of fees to the FIRM, I agree to; (a) renounce all rights to the entity(s) formed, (b) to return all original corporate documents, shares, & certificates to the FIRM, and (c) authorize the FIRM to make all changes or registrations necessary for the entity(s) to be dissolved or re-structured as per the discretion of the FIRM.

I, the CLIENT, agree that these obligations shall be binding upon my executors, administrators and successors in title. I further agree that this Agreement shall be subject only to, and interpreted only under, the laws of Republic of Panama, and that any and all legal proceedings relating thereto shall be subject to the exclusive jurisdiction of the courts of Panama, and that no proceedings shall be instituted in the courts of any other jurisdiction with respect hereto.

THE CLIENT Signature: _____ Date: _____

CLIENT-FIRM REPRESENTATION AGREEMENT

We the undersigned _____, citizen of _____, with Passport No. _____, acting in my name and representation, and in name and representation of _____, Corporation registered under microfiche _____, document _____ of the Mercantile Section of the Public Registry of Panama, as well as on behalf of any other natural person and /or natural and /or juridical entity and or any other interest that we may and /or might have and /or represent in the present and /or future, (hereinafter called THE CLIENT), discharge and relieve the law firm PANAMA OFFSHORE LEGAL SERVICES (POLS), Civil Society registered under microfiche C-18065, document 304021 of the Mercantile Section of the Public Registry of Panama, its partners, associates, directors, officers, agents, affiliates, subsidiaries, representatives, employees, attorneys-in-fact, etc., (hereinafter called THE FIRM), without any reserve whatsoever from every responsibility of any kind whatsoever, from any and all actions, proceedings, judicial and extra-judicial claims and complaints, whether for any losses and /or damages to property, loss of earnings, loss caused by errors, consequential damages, prejudice, damages for loss of profit, physical damages, moral damages, incapacitation and /or injuries that have been endured by THE CLIENT, before, throughout or after, as a direct or indirect result of, the services provided or ordered to be provided by THE FIRM based upon any business relationship established contractually or extra-contractually with THE CLIENT personally and /or entities and /or interests that may have and /or represent, anywhere in the world.

Likewise, THE CLIENT shall discharge and relieve THE FIRM without any reserve whatsoever, for the results and /or effects of the acts, businesses, affairs, operations and other facts and acts that THE FIRM may perform or order to be performed or make based upon orders, acts, mandates, etc., performed by THE CLIENT, as well as by any other natural and /or juridical person whatsoever related to THE CLIENT, whether through authorized persons or a third party. Neither is THE FIRM liable for the civil, penal, fiscal and any other type or kind of actions that might be performed against THE CLIENT and /or any natural and /or juridical person related to THE CLIENT individuals or private and /or public institutions for acts performed by THE CLIENT (whether through the authorized persons or through third parties) in the course of the business. Therefore, no damages, prejudice and /or liability, whatsoever, in connection with THE CLIENT shall be ascribable to THE FIRM and other persons related thereto.

In the same way THE CLIENT, shall undertake, commit, engage and take responsibility for, on a unilateral basis and without reservation whatsoever to maintain under strict secrecy, reserve and confidentiality, the professional and business relationship that THE CLIENT has maintained with THE FIRM until this very moment and in future. Likewise, THE CLIENT shall hereby declare expressly that said strict secrecy, reserve and confidentiality of the relationship covers, without limitation, all and every one of the acts, actions, executions, operations, services, etc., that THE FIRM may or might have provided to THE CLIENT, a customer, supplier, consumer, or any other capacity, so that THE CLIENT undertakes to respect said obligation to maintain the strict reserve, secrecy and confidentiality. In its effect that implies the express and unreserved prohibition by THE CLIENT of not to deliver, spread, transfer, copy, write, reproduce, distribute and /or expose information by no other means, whether expressly or tacitly, in writing or verbally, personally or through a third person, about the relationship with THE FIRM, regarding his businesses and relationship therewith, to third parties under any pretext and /or allegation. Said relationship such as it is mentioned in this paragraph shall be delimited between the parties without THE CLIENT being allowed to mention anything negative and /or any characteristic, i.e. quality, recommendation, about his businesses and /or relationship, etc., with THE FIRM, to any third party both in the past, present and /or future.

IN FAITH WHEREOF, this unilateral statement is signed without any reserves or pre-conditions, in full awareness and absolute use and understanding of our mental and legal capacities, on the _____ () day of the month of _____ the year two thousand _____ (200_____).

FOR THE CLIENT:

FOR THE FIRM:

Name: _____
Passport #: _____

HOMERO CEVALLOS
ID #: 8-428-1291

INTRODUCTION & ACCOUNT PROCESSING SERVICES AGREEMENT

1. Agreement: The present Introduction & Account Processing Services Agreement is between the law firm Panama Offshore Legal Services (THE FIRM) and the client (CLIENT), who is the entity (corporation or foundation) and/or person (private individual) for whom the service of financial institution introduction and account documentation processing is being performed.
2. Fees: THE FIRM charges a fee to the CLIENT for the extensive time and costs associated with preparing and authenticating the required documentation for the corporate bank or brokerage account, making the introduction to the financial institution, and assisting CLIENT in opening the corporate account. CLIENT agrees to pay THE FIRM'S fees in total, as per THE FIRMS published fee schedule, prior to processing.
3. Time Frame: THE FIRM will make it's best effort to assist the CLIENT to open the corporate account(s) in a timely fashion, however, due to the sensitive nature of the preparation of corporate documentation, resolutions, powers of attorney, account applications, authentications (notary / apostiles), due diligence documentation requirements, and the strict compliance procedures and policies involved in opening accounts, THE FIRM does not guarantee rapid turn around time at any financial institution.
4. Financial Institutions Discretion: THE FIRM does not guarantee that the financial institution will approve the account, as it is a decision of the underwriting / compliance department, based on the due diligence procedures and policies of the financial institution. In some cases, account approvals may be refused based on CLIENT'S nationality, unverifiable references, suspicious business activities, or other reasons decided upon by the financial institution, in which case THE FIRM does not take responsibility for the those decisions. The financial institution reserves the right to decline an account at the date of the account application, or at any future date.
5. Non-Solicitation: The present agreement does not constitute a promotion, distribution, offer to sell or the solicitation of an offer to buy securities or investments in any jurisdiction. CLIENT is responsible for knowing and understanding the laws of his/her domestic country pertaining to investments, and takes full responsibility for any past, present or future investment losses or gains incurred through any account at any institution, introduced to CLIENT by THE FIRM. THE FIRM is not an investment advisory firm, nor does it provide investment services.
6. Client Due Diligence: Due diligence document requirements should be presented exactly as requested, otherwise, there could be delays in the account opening. Delays in account openings may occur, (or in some cases declination of account), if proper documentation is not presented as requested in a timely fashion. THE FIRM does not take responsibility for delays in account openings caused by faulty due diligence documentation provided by CLIENT, or additional due diligence documentation required by the financial institution for the account approval, based on the additional compliance requirements on a case by case basis.
7. Refunds: In the event that CLIENT'S corporate account application is rejected, THE FIRM will, at its discretion, offer to open the account at other financial institutions that THE FIRM currently has relationships with. However, NO REFUNDS will be granted to any CLIENT for account introduction/documentation processing services due to the time and costs involved in processing accounts.
8. Declaration: CLIENT declares that; a) all information provided on account applications is true and correct; b) all due diligence documents are valid and authentic; c) origin of all funds deposited to accounts are legal; d) CLIENT has not received any tax or investment advice from THE FIRM.
9. Taxes: CLIENT takes full responsibility for any and all income taxes, capital gains taxes, or any other kind or type of tax or tax reporting to any government authority required by law in any country. THE FIRM has not provided any tax advice to the CLIENT. THE FIRM shall be relieved of any responsibility whatsoever related to taxes or tax reporting on behalf of the CLIENT or the CLIENT'S entity(s) in any jurisdiction.
10. Information: THE FIRM does not guarantee the accuracy of the published bank or broker information, with respect to the documentation requirements, policies, products/services of each institution mentioned on any publication (website, brochures, emails, etc.), due to the fact that institutions may change their policies, procedures, documentation requirements, products or services at any time without prior notice.
11. Indemnity: CLIENT agrees to indemnify and hold harmless Panama Offshore Legal Services, Panama Offshore Services International Inc., their affiliated companies and their respective owners, agents, directors, nominees, and employees (THE FIRM), and to keep THE FIRM indemnified and held harmless, from any and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever (whether in contract or in tort) which may be made or taken against them or any of them, in respect of them or any of them taking any action, or failing to take any action, with respect to any and all financial institution introduction/account documentation preparation services or any other services provided by THE FIRM on CLIENT'S behalf.
12. Understanding: By requesting or ordering the introduction & account processing service from THE FIRM, the CLIENT hereby declares that he/she has read and understands the present agreement, and the CLIENT agrees to the terms and conditions set forth herein on the _____ of _____, 200_____.

CLIENT

THE FIRM

Name: _____
ID #: _____

HOMERO CEVALLOS
ID #: 8-428-1291