

## Registered Office Agreement

**THIS AGREEMENT** made as of \_\_\_\_\_

**B E T W E E N:**

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*(hereinafter referred to as the "Client")*

**AND:**

**TOUCHSTONE INTERNATIONAL BUSINESS SERVICES LTD**

600 Annette St., Lower Level, Toronto, Ontario M6S 2C4

*(hereinafter referred to as "Touchstone")*

**WITNESSES THAT** the parties hereto agree and covenant with each other as follows:

### **1. Corporate Authority and Appointment**

The Client, having taken all necessary corporate action to authorize the execution, delivery and performance by it of this Agreement, has appointed Touchstone as the registered office provider in Vancouver of its corporate records, and Touchstone accepts such appointment, upon the terms set out in this Agreement.

### **2. Duty to Keep and Provide Records**

Touchstone shall keep at its office in Vancouver (or such office as Touchstone determines) the Client's corporate records as provided by the Corporate Secretary in accordance with the local jurisdiction. Touchstone agrees to provide access to the Clients' records during normal office hours (typically 9 am to 5 pm Monday to Friday with the exception of holidays) to those individuals and government/regulatory agencies that have the right to see those files.

Any costs and time associated with providing copies of the records or forwarding mail to the company officers may be subject to additional fees.

### **3. Provision of Records**

The Client's Corporate Secretary is required to provide Touchstone copies of all documents required to be held at the registered office in a timely manner and in the manner required by the authorities.

#### **4. Fees**

TOUCHSTONES's fees for the above mentioned services shall be those in effect from time to time in accordance with its tariff of fees that is attached. Overdue payments (more than 30 days) are subject to a late fee charge for every month they are overdue.

#### **5. Limitation on Liability**

- (a) Touchstone shall not be liable for any error in judgment, for any act done or step taken omitted by it in good faith, for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its bad faith or willful misconduct. In particular, but without limiting the generality of the foregoing, Touchstone shall, with respect to meetings of shareholders, not be liable for having relied upon or deferred to the instructions or decisions of the Client, its legal counsel, or the chairman of the meeting.
- (b) In the event Touchstone is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that Touchstone may provide to the Client in connection with or in any way relating to this Agreement or Touchstone's duties hereunder, Touchstone shall be liable for claims or damages only to an aggregate maximum amount equal to the amount of fees paid by the Client to Touchstone hereunder in the twelve months preceding the last of the events giving rise to such claims or damages, except to the extent that Touchstone has acted in bad faith or engaged in willful misconduct. In no event shall Touchstone be liable for indirect or consequential damages.

#### **6. Amendment, Assignment and Termination**

This Agreement may be terminated by Touchstone on one week's notice in writing to the Client in the event the Client refuses or fails to pay an invoice for fees and expenses, or other demand for payment issued or made pursuant to this Agreement by TOUCHSTONE, within 30 days of the original invoice or demand.

#### **7. General**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of the Province of British Columbia.
- (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.
- (c) This Agreement may be executed in counterparts and may be delivered by facsimile machine.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties hereto.

**TOUCHSTONE INTERNATIONAL BUSINESS SERVICES LTD.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Client: \_\_\_\_\_

Per: \_\_\_\_\_ 

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_