

**NS CORPORATE SERVICES INC.**  
1110 Brickell Avenue, Suite 310  
Miami, Florida 33131

**MANAGEMENT SERVICE AGREEMENT**

Date: \_\_\_\_\_

RE: MANAGEMENT SERVICE AGREEMENT

Dear Sirs:

We, NS CORPORATE SERVICES INC., a Florida corporation (“NS CORP.”) have been requested by you (the “Client”) to provide the services of one or more Managers for \_\_\_\_\_, a \_\_\_\_\_ **limited liability company/corporation** (the “Company”). This letter sets out the terms and conditions of this appointment and incorporates an indemnity from you, the owners of the Company.

1. The Manager of the Company will be NS CORP. or such other person or entity appointed by NS CORP. in its stead.
2. The fee will be US \$500.00 per calendar year, plus out-of-pocket costs payable in advance plus time based charges for all substantive work. All fees are payable within 30 days of invoice date. Out of pocket expenses are also reimbursable.
3. NS CORP. will undertaken its duties in accordance with what it considers to be the best interest of the Company as to which they will consider the recommendations or wishes of the Client, the authenticity of which will be assumed when conveyed from the usual source from which instructions are received concerning the Company. However, NS CORP. shall not be obliged to act in any manner which may:
  - a. conflict with any laws of the United States and the State of Florida or any other country or otherwise be illegal or immoral;
  - b. be unethical, unduly onerous or be of such nature that it might damage the reputation of or be detrimental to NS CORP.;
  - c. conflict with the Articles of Formation.

4. NS CORP. may require recommendations of the Client to be in writing before taking action.
5. The Client agrees that he has supplied all relevant information at present available which might affect the decision of NS CORP. to provide Manager services and will immediately make available to NS CORP. any further relevant information which may become available hereafter. For the service of providing Manager services, NS CORP. will require in regard to the Client:
  - (i) professional and banker's reference;
  - (ii) copy of the passport;
  - (iii) confirmation of the current physical address;
  - (iv) information on the proposed activities of the entity;
  - (v) confirmation as to the nature and source of the assets to be transferred to the structure, and
  - (vi) execution of a standard indemnity agreement.
6. The Client agrees not to take action with regard to the Company nor enter into any contract on its behalf without the consent of NS CORP. except in accordance with any Power of Attorney which NS CORP. may have granted. In the latter case the Client undertakes to inform NS CORP. of all substantive transactions undertaken under the authority of such Power of Attorney.
7. The Client agrees not to dispose of his interest in the Company without notifying NS CORP.
8. The Client undertakes to cause the Company to indemnify NS CORP. and Nelson Slosbergas, P.A. ("NSPA") to the maximum extent permitted by law to the extent hereinafter provided and agrees personally hold harmless and to indemnify NS CORP. and NSPA, its employees and agents against all costs, claims and liabilities and against all actions, suits, proceedings and demands of whatsoever nature which may be made against NS CORP. and NSPA, its employees and agents including attorney's fees of all trial and appellate proceedings, by reason of any act or services performed hereunder or omitted to be done except such arising from the gross negligence or willful misfeasance of NS CORP. and NSPA.
9. The obligations of the Client (if more than one) are joint and several and shall bind their legal representatives assigns and successors. The benefits of the Client's agreement and obligations herein contained shall not be affected by any change in the composition of NS CORP. shareholder and shall be for the benefit of any successors or assigned of NS CORP.
10. If the NS CORP. wishes to resign as Manager, Client shall be given seven (7) days notice of such intention. The Client may similarly terminate this Agreement. Notwithstanding such termination the indemnity in Clause 8 above shall endure for the benefit of the Client and NS CORP. in respect of any and all acts performed by them prior to such termination.
11. The Client, by execution of this Agreement below, and as Beneficial Owner of the shares of the Company, hereby states and confirms that he/she is not a citizen and/or resident of the United States.
12. This Agreement shall be governed by the laws of the State of Florida and the Client and NS CORP. agrees to submit to the exclusive jurisdiction of the State of Florida courts.

Please signify your agreement to these terms and conditions by signing and retaining the attached copy hereof.

Yours faithfully,

By: \_\_\_\_\_  
NS CORPORATE SERVICES INC.

**CONSENT**

I, hereby agree to the above terms and conditions set forth in the Manager Service Agreement. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
The Sole Member of \_\_\_\_\_,  
a \_\_\_\_\_ limited liability company/corporation  
(the “Client”)