



Corporate Secretaries

Solutions

Tax & Strategy

Accounting Services

Cart

FREE CONSULTATION

GENERAL TERMS & CONDITIONS OF BUSINESS

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These are the general terms and conditions of STM Corporate Group (“STM”) that apply to all services we provide unless otherwise stated. This is an Agreement for Business Services between two knowledgeable and sophisticated business Parties. The services are not intended for consumer, personal or household purposes.

1. DEFINITIONS

1.10 “Confidential Information” means secret or confidential commercial, financial, marketing, technical or other information know-how, trade secrets and other information in any form or

medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information. "Confidential" may also mean that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available.

1.11 "Control" shall mean the ability to exercise or be entitled to acquire, direct or indirect control over the affairs of the company concerned including the possession of or the entitlement to acquire over 50% of the issued share capital of the company or the voting power in the company.

1.12 "Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

1.13 "Intellectual Property" means any patent, copyright, database right, moral right, design right, registered design, trade-mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world.

1.14 "Services" means the performance of the services whose scope is set out in clause 3.

1.15 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.16 All words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.17 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.18 References to any statute or statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted (whether with or without modification) and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.19 All references in this Agreement to Clauses, and Schedules are to the clauses, and schedules to this Agreement unless otherwise stated.

1.20 Schedule 1 and Notes form part of these terms and conditions and are there for extra details where it is not covered herewith.

1.21 A copy of the current terms and conditions is always available on our website. We reserve the right to alter these terms and conditions at any time and will update the version date on our website.

2. GENERAL PROVISIONS

2.1 Agreement to be Bound. The following Agreement, together with the relevant information set out on the website, including any features and services available, such as RSS feeds, podcasts, video and photographs, publications, and other materials are subject to this Agreement set forth below. Please read them carefully as any of use of the website and the Services constitutes an agreement, without acceptance, to be bound thereby by you. By using the website or otherwise utilizing our Services, you represent that you are at least eighteen (18) years old, have read and understand the Agreement, and that you agree to be bound by the Agreement as set forth below. This Agreement is also subject to the Privacy Policy, which also governs your use of the website and the Services.

2.2 Accuracy, Completeness, and Timeliness of Information Provided. We are not responsible if information made available on the website or via the Services is not accurate, complete, or current. You acknowledge that the website and the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. This includes but is not limited to taxation, financial, and/or legal decisions, actions, or failures to act, or any other undertakings. Although we take reasonable care to retain the expertise of qualified third-party service providers, we are not acting as legal or financial advisors or accountants. You are responsible for obtaining your own taxation, financial, and legal advice from qualified professionals in your own jurisdiction. Any reliance on the website and/or the Services is at your own risk.

2.3 Errors in Website or Services. We do not warrant that any errors in the website or the Services will be corrected.

2.4 Modifications and Changes to Terms and Conditions. We may modify, add to, suspend, or delete this Agreement or other agreements, in whole or in part, in our sole discretion at any time, with such modifications, additions or deletions being immediately effective upon their posting to the website. Your use of the website and the Services after modification, addition or deletion of this Agreement shall be deemed to constitute acceptance by you of the modification, addition, or deletion.

2.5 Modifications and Changes to the Website, Services Offered. We may modify, add to, suspend, or delete any aspect of the website or any Services offered by us, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective. Such modifications, additions or deletions may include but are not limited to content offered, hours of availability, and equipment needed for access or use.

2.6 Access to Website. Though we try to make the website and Services available twenty-four (24) hours a day, seven (7) days a week, except for planned down-time for maintenance, we do not warrant that the website or Services will be available at all times. We do not warrant that your computer, tablet, and/or smartphone will be able to access and/or support the website.

2.7 Right of Refusal, Limitation, Discontinuation, and Termination. We reserve the right to refuse to provide access to the website or use of a Service for any reason at any time in our sole and exclusive discretion. We may, in our sole and exclusive discretion, limit or cancel an account for any reason whatsoever, as allowable by law. In the event that we make a change to or cancel an account, we may attempt to notify you by contacting the e-mail provided at the time your account was created; however, the failure to do so shall not result in any liability, including liability for lost data deleted as a result of the account termination.

2.8 Prohibited Uses of Website and/or the Services. In addition to the other restrictions on use set forth herein, you agree and acknowledge that you shall not use the website or the: (a) for any unlawful purpose, including but not limited to money laundering or tax evasion; (b) to solicit others to perform or participate in any unlawful acts or to engage in acts that are unrelated to the purpose(s) of the website; (c) to violate any international, governmental, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website. We reserve the right to terminate your use of the website for violating any of the prohibited uses or for any other reason in our sole and exclusive decision.

3. OUR SERVICES

3.1 Details of the services provided by STM is available on our websites, including pricing information and fee rates.

3.2 From time to time and based on client need, we may provide additional services that are not described on our website and which will be agreed in writing prior to commencement.

3.3 We are not authorized to and do not give tax, investment or legal advice and we shall have no liability whatsoever to you in connection with tax, investment or legal advisory matters. For the avoidance of doubt, this shall be construed as a disclaimer of liability for any tax, investment or legal advice that may be provided to you by a third-party, including but not limited to our affiliates, contractors, and other service providers.

3.4 No services rendered are intended as legal, tax or investment advice or representation;

3.5 If requested by the client and as part of an overall assignment, we may instruct licensed attorneys, licensed CPAs or other licensed professionals to help with a particular client assignment. Any materials, documents and information provided to the client by such licensed professionals we have instructed on behalf of the client are provided only as a convenience to the client, and are only incidental to the services rendered by STM.

3.6 STM never receives commissions, kickbacks or other remunerations from attorneys, CPAs and other licensed professionals that we introduce to clients or instruct on client assignments.

3.7 Clients should always seek independent legal, tax or investment advice by licensed professionals as needed.

3.8 In addition to such changes as set forth in clause 2.5, we reserve the right to make any changes in the specification of the Services which are required to conform with any applicable statutory, regulatory, or federal requirements.

4. FEES/PAYMENT TERMS/REFUND POLICY

4.1 Our fees are published on our websites, and we also agree on other fees and discounts with clients individually. For recurring services billed annually in advance, any changes to the published fees will be notified to you at the point of service renewal.

4.2 Some of our fees are payable one year in advance. For such fees, we may also agree to payment in monthly or quarterly installments. You will not become a client until we have received the agreed initial installment. In the event such an installment is paid by wire or ACH transfer or paper check, payment will not be deemed to have been made until the funds have cleared to our account.

4.3 After you have become a client, payment of ongoing fixed fees is due on a monthly/quarterly/annual basis, in advance and pursuant to the term of your payment agreement with us. If you have arranged to pay in installments with us, those installments will be charged against the credit or debit card placed on file with us. If you do not wish to pay by card charge or you are unable to do so you, will need to pay the full annual fees, in advance.

4.4 You will receive an annual invoice detailing your payment plan no fewer than thirty (30) days prior to the end of your then-current plan. You will be invoiced separately for payments due on services that are outside the scope of the annual Services agreed upon at the time you activate your account. All invoices are to be paid within ten (10) days of the invoice date.

4.5 Removed.

4.6 There will be no reduction in our fixed fees even if you do not avail yourself of all the services included in our service packages, unless otherwise agreed in writing.

4.7 In general, we do not offer refunds but may agree to do so on a limited, case-by-case basis. All requests for refunds must be in writing and sent via email to hello@stmcorporate.group. If a refund is due, you will be notified by e-mail; it can take up to thirty (30) days after your termination of the contract to receive your refund.

4.8 No Charges shall be deemed to have been received until we have received cleared funds.

4.9 You shall make all payments due under this Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. No reductions or discounts

may or not be, counterclaim, demand, statement or otherwise. No reductions or discounts shall be given if you do not use the relevant Services included in the service package purchased by you.

4.10 All payments payable to us under this Agreement shall become due immediately upon termination of this Agreement as under the provisions of clause 7.

5. TRANSFER FEES

5.1 We do not charge a transfer fee when you switch from another service provider to STM or vice versa.

6. ARREARS IN FEES

6.1 In the event your account becomes more than thirty (30) days in arrears, in respect of any fees due by you to us, and where appropriate, we reserve the right to suspend or/and to terminate our service to you.

6.2 We will only reactivate our Services on payment of all the outstanding fees.

6.3 We reserve the right to charge you interest on all outstanding fees more than 30 days old at the rate of 1.5% per month.

7. TERMINATION & SUSPENSION OF OUR SERVICES

7.1 Either party may terminate the Agreement at any time unless otherwise agreed. In the event that you terminate this Agreement, you will not receive a refund for any ongoing service fees you may have prepaid.

7.2 In the event you choose to terminate this Agreement there will be no charge applied for transferring our files and information to another service provider. To terminate this Agreement simply email us to hello@stmcorporate.group. If applicable, don't forget to contact your credit card company and cancel any automatic payment agreements you may have. In no event shall we be liable or otherwise return funds that are automatically paid to us.

7.3 We reserve to right to hold all records and information until full payment of any arrears is made.

7.4 Removed.

7.5 Upon termination of this Agreement, you shall be responsible for advising all relevant bodies, agencies, governmental offices, secretaries of state, and other entities of the fact of the termination and you shall ensure that we are removed from any records as your representative. If you to do this, then any Charges for the relevant Services shall still be due, notwithstanding termination of this Agreement. STM shall then in its absolute discretion be entitled to notify the relevant authorities and seek recovery of the costs of doing so from

you.

7.6 In the event of termination by us according to 6.1 and/or 17.5 and provided that you used our company formation and administration services we will undertake the following steps:

- We will inform the relevant federal and state authorities about your personal details and ask them to address all correspondence with regards to your company to yourself unless you provide alternative contact details no later than fourteen (14) days after the termination date;
- We will transfer your company's registered agent to a service provider known by us who will charge you \$250 annually unless you provide alternative registered agent details no later than fourteen (14) days after the termination date;
- We may bring your company to the small claims court claiming any outstanding charges and/or report your overdue outstanding charges to any of the three major credit reporting agencies. The consequence may be negative entries on your corporate credit history and yourself as the company's director. This may have a long-term negative effect on your credit rating;
- Any director provided by us will resign from your company with immediate effect. If the director provided by us is the only director of your company, we have your agreement that you will be appointed a director of your company with immediate effect. In that case we have your consent to sign any appointment forms or other paperwork to facilitate your appointment "per procuracionem" (pp).
- Close any bank accounts we may have opened for the company; and
- We will also charge you an additional administration up fee of no less than \$1,400 per company in order to cover our costs and efforts.

7.7 Any notices by us under this Agreement must be in writing and may be served by personal delivery or by sending the notice by certified mail return receipt requested, facsimile or electronic mail transmission at the address specified in Section 7.11 below or at such other address as the relevant party may give for the purpose of service of notices under this Agreement, and every such notice shall be deemed to have been served when received.

7.8 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand, and in the case of a notice served by certified mail return receipt requested that the same was delivered. In the case of a notice given by facsimile or electronic mail transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number or electronic mail address without any error message.

7.9 We may by notice suspend the provision of Services (including access to our rooms) for reasons of political unrest, strikes, or other events beyond our reasonable control.

7.10 Should we have reason to suspect that you are engaged in unlawful activities, we will immediately terminate our Services, without refund or recourse.

7.11 Notices:

1. Notice to STM shall be sent to the registered address as specified at the beginning of these terms.
2. Notice to Client shall be sent to the Address associated with their account.

8. CLIENT SERVICE TEAM

When you sign up to STM you will be provided with a direct telephone number of our dedicated centralized Client Service Team which will deal with all your requests. We aim to provide a high quality of services at all times. We welcome any comments about the service. Any complaint will be dealt with promptly and we undertake to provide a satisfactory result where possible.

You may contact your Client Service Team at any time using the contact details provided on our website. Client Service is available between the hours of 9 a.m. and 5 p.m. GMT, Monday through Friday, excluding U.K. bank holidays.

9. YOUR OBLIGATIONS

9.1 Responsibility rests with you to ensure Your Company complies with all legal formalities. We will assist you in complying with those formalities wherever possible or requested.

9.2 You undertake to ensure that all information or documentation that you provide to us or that is provided to us on your behalf is complete, true and accurate, and relevant to you, your Company and/or your respective affairs, including without limitation all information and documentation required pursuant to the Money Laundering Control Act of 1986.

9.3 You agree to indemnify, defend, and hold us harmless in respect of any losses or damages suffered by us as a result of any misrepresentations or any dishonesty and/or fraudulent behavior on your part or that of others providing information to us on your behalf.

9.4 If we provide bookkeeping services for you, you will send us all relevant transaction information on a regular basis as agreed in advance by email or mail, whichever is your preferred method. You should retain your supporting documentation (bank statements, receipts, invoices, etc.) in a secure place and not send it to STM unless either we request it or we have agreed to store it for you for an appropriate fee. The state your business entity was formed in requires that you keep accounting records. For most companies, and in most situations and under most jurisdictions, this will be enough to satisfy the tax authorities' requirements as long as records are kept for up to seven (7) years after the end of the accounting period to which they relate. Where you delay in sending us your papers, STM cannot guarantee that statutory reporting deadlines will be met, with the consequent risk of penalties being imposed by federal, state, or local tax authorities. In addition, the information on our website may not be up to date.

9.5 You must ensure that you keep us informed of any change of address, telephone or email.

Failure to do so may result in communications going astray for which we cannot be held responsible.

9.6 You will regularly check for communications from us so that you are fully aware of any changes in the Services that are to be implemented.

9.7 Removed.

9.8. Although we operate a reminder system and may assist you with electronic return filing, you are solely and uniquely responsible for the payment and filing of your tax returns.

9.9 You represent and warrant to us throughout the term of this Agreement that:

1. in relation to the Services, to remain at all times responsible for compliance with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency;
2. you will manage and maintain a suitable network infrastructure, to include but not limited to emails, source control, file management and as required by us to perform the Services;
3. you have full legal capacity to enter into this Agreement with us in accordance with this Agreement and to receive the Services;
4. you are not and will not act in a fiduciary capacity for any other person, firm or company in relation to the Services;
5. you have taken appropriate tax and legal advice with regard to the establishment, acquisition and operation of the Services;
6. you shall remain solely and uniquely liable for the payment of your corporate taxes;
7. If so required by your country of residence or operation, you will report beneficial ownership of any entities and bank accounts to the authorities in such countries, as needed or as required by law; and
8. you will pay, in full, any personal or corporate taxes that may become due as a result of the performance of the Services by us; And
9. Your use of our services will only be for lawful purposes and you will comply with all applicable laws, rules and regulations.

10. EXPENSES & DISBURSEMENTS

10.1 We may from time to time incur expenses or disbursements on your behalf e.g. fees for filing your company's annual registration with the applicable Secretary of State, postage and/or courier costs. By accepting this Agreement, you agree that you will reimburse us for all reasonable and justifiable expenses we incur on your behalf in provision of the Services.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 This is an Agreement for access to and use of the website and Services, and you are not granted a license to any software or intellectual property by this Agreement. The website and Services are protected by U.S. and, where applicable, international intellectual property laws. The website and Services belong to us and are the property of us or our licensors (if any). We retain all ownership rights in the website and Services.

Furthermore, all material displayed or transmitted on this website or via the Services, including but not limited to text, photographs, images, illustrations, video clips, audio clips, and graphics, ("Materials,") are owned by us and are protected by U.S. and international copyright, trademarks, service marks, and other proprietary rights, laws, and treaties.

Except as provided, you may not copy, reproduce, publish, transmit, transfer, sell, rent, modify, create derivative works from, distribute, repost, perform, display, or in any way commercially exploit the Materials carried on the website or made available via the Services, nor may you infringe upon any of the copyrights or other intellectual property rights contained in the Materials. You may not remove or alter, nor cause to be removed or altered, any copyright, trademark, or other proprietary notices or visual marks and logos from the Materials.

You may make a single print copy of any Materials provided by us for personal, non-commercial use only; provided that you do not remove nor cause to be removed any copyright, trademarks, or other proprietary notices or visual marks or logos from the Materials. You may not archive or retain any of the Materials without our express written permission. All requests for archiving, republication, or retention of any part of the Materials must be in writing to us and must clearly state the purpose and manner in which the Material will be used. Requests for permission to archive, retain, or republish any part of the Materials may be submitted to info@steuerkanzlei.co.uk.

You acquire no rights or licenses whatsoever in the Materials other than the limited rights to use the website and the Services in accordance with this Agreement. Any of the Materials accessed or downloaded must be accessed or downloaded in accordance with this Agreement. We reserve any rights not expressly granted under this Agreement.

11.2 You may have the opportunity to provide reviews, suggestions, ideas, and feedback, (collectively, "Feedback.") Should you so provide such Feedback you grant us sole ownership of the same, which includes, without limitation, the right for us or any third-party we designate, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed. All such Feedback shall be treated as non-confidential.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the content submitted by you, you hereby declare that (a) you do not require that any personally-identifying information be used in connection with the content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use,

modification, deletion and exploitation of the content by us or our licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the content; and (d) you forever release us, and our licensees, successors and assigns, from any claims that you could otherwise assert against us by virtue of any such moral rights. You also permit any other User to access, view, store or reproduce the content for that User's personal use.

Notwithstanding the foregoing, you acknowledge that your Feedback may contain concepts, ideas, materials, proposals, suggestions and the like relating to STEM or its initiatives, (your "Ideas.") With respect to your Ideas you acknowledge that: (a) we receive numerous submissions from many parties and/or may have independently-developed and/or considered ideas similar to your Ideas, and that our review of your Ideas is not an admission of novelty, priority or originality; and (b) our use of any ideas similar to your Ideas, whether based on your Feedback, provided to us by third-parties, or independently-developed or considered by us, shall be without obligation to you.

12. CONFIDENTIALITY & DATA PROTECTION

12.1 STM undertakes to use all reasonable endeavors to keep any information received from you confidential. STM, in accordance with its legal obligations, protects personal information and personal data from unauthorized access, use or disclosure as set forth more fully in the Privacy Policy.

12.2 In the course of providing the Services, STM collects personal information and personal data concerning you, your appointees and your Company and uses this personal data and information to facilitate the provision of the Services and, may from time to time, use such data and information to provide information, reference notes, guidelines, advice or for marketing information concerning the Services and for providing such other information as STM may from time to time make available.

12.3 STM reserves the right to treat the obligations of confidentiality and privacy in Paragraphs 1 and 2 of this section as not applicable and may disclose to third parties confidential or personal information and data when it is obliged so to do by law, when required by third parties in order for STM to provide the Services, or when STM has been unable to obtain your instructions and it appears to STM to be in your best interests to provide such confidential or personal data to third parties.

12.4 Except otherwise where permitted by this Agreement, any personal information and data collected is used only for these purposes and is never sold, lent, leased or otherwise distributed outside STM. You accept that this may mean that personal information may be transferred to countries that do not provide adequate protection of data on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

12.5 Without prejudice to the duty of confidentiality, STM reserves the right to act for other clients (including competitors of yourself or your Company).

12.6 Any report, letter, information or advice STM gives to you is given in confidence solely for the purposes of providing the Services and is provided on condition that you will not without STM's prior written permission disclose to any third-party, other than to their lawyers or accountants or other professional advisers, any confidential or other information made available by STM.

12.7 Notwithstanding any provision hereof, STM shall be entitled and is hereby irrevocably authorized to open, read and copy all correspondence, letter, facsimile, email or other communication received by it in relation to the provision of the Services, you, or your Company.

13. PRIVACY STATEMENT

13.1 You acknowledge you have read, understood and agreed to [our Privacy Policy](#).

14. TRANSFER OF DATA OVERSEAS

14.1 You consent to us transferring your personally identifiable information outside of the United States and the European Union where it is necessary. Acceptance of these terms and conditions constitutes consent by you to such data transfer.

15. STORAGE AND DISPOSAL OF DOCUMENTS

15.1 All documents sent to use, including any mail we receive for you or your company, are automatically stored as PDF documents. In no event should we be relied upon to act as a document storage provider.

16. SECURITY

16.1 Removed.

16.2 Where we will give you access to our systems to share information with you, it is your responsibility to keep your username and password confidential and not divulge it to any third parties.

16.3 We will not be responsible for any viruses passing through our website or through email although we will use the latest technology to prevent this happening where possible. It is the responsibility of the recipient to carry out a virus check on any attachments received.

16.4 Client documents that we store electronically are located on secure servers which conform to the highest industry standards for authentication, encryption and data integrity.

16.5 We represent that your information, including information already in the public domain, such as your Company's name and contact details, will be held in confidence and will never be

such as your company's name and contact details, will be held in confidence and will never be imparted to third parties for marketing or other purposes under any circumstances whatsoever.

16.6 Removed.

17. UNACCEPTABLE BUSINESS AND ACTIVITIES REQUIRING PRE-APPROVAL

17.1 "Illegal Activities" means any activity considered anywhere in the world as illegal or criminal which, without prejudice to the generality of the foregoing, shall be deemed to include activities relating to terrorism, drug trafficking, money laundering, receiving the proceeds of criminal activities or trading with countries which may from time to time be subject to any eSTMrgo imposed by the Treasury Department, the Commerce Department, the State Department, or any successor or similar international organization.

17.2 "Prohibited Persons" means persons:

- who have been proven to act in a fraudulent or dishonest manner in any civil proceedings
- prohibited under the laws of any country for whatsoever reason or who may otherwise be legally incapable or disqualified from being party to a contract; and/or
- who are resident in a country which is subject to any international restriction or eSTMrgo including, but without prejudice to the generality of the foregoing, those imposed by the Treasury Department, the Commerce Department, the State Department or any successor or similar organization.

17.3 "Prohibited Activities" means activities not approved or accepted by STM and which, without prejudice to the generality of the foregoing, include activities relating to:

- mercenary or contract soldiering;
- arms, weapons or munitions;
- dangerous or hazardous biological, chemical or nuclear materials including equipment or machinery to manufacture or handle such materials and the transportation, handling, disposal or dumping of such materials;
- money-laundering advice or actions for proceedings of any criminal activity defined as such due to legislation of the country of residence of the client and/or STM and proceedings of the activities listed above;
- human or animal organs or tissues, including blood and plasma;
- security and riot control equipment, electronic restraining devices that could lead to the abuse of human rights or be utilized for torture or which may otherwise be used in an offensive manner;
- genetic material;
- pornography;

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- the provision of degrees or qualifications;
- the abuse of animals, vivisection or the use for any scientific or product testing purpose of animals;
- undertaking of any service or business that might compete with STM;
- the offer or provision of legal or tax advice otherwise than by persons who are professionally qualified and, where appropriate, licensed so to do; or
- any activity which may damage the reputation of STM or the country of establishment or incorporation of your Company.

17.4 “Pre- Approval Required Activities” means:

- Any activity relating to the provision of financial services or any other business activity, which requires a license in any jurisdiction;
- Gambling or lotteries; or
- Financial business involving: soliciting funds from the public, offering investment advice to the public, insurance business, the operation and administration of collective investment schemes or the management of investments other than where the assets so managed comprise the property of your Company.

17.5 If you or your appointees are or become Prohibited Persons, or engage in any Illegal Activities or your Company engages in any Illegal Activities or Prohibited Activities or undertake any Pre-Approval Required Activities without first obtaining STM’s prior written consent, STM may at its discretion immediately terminate the Services.

18. WARRANTIES & EXCLUSIONS OF LIABILITY, INDEMNIFICATION

The provisions in this Section represent an agreed upon allocation of risk between the parties. But for Your acceptance of these provisions, We would not provide the contracted for services.

18.1 YOU AGREE THAT USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. NEITHER US NOR OUR AFFILIATES NOR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARENTS, SUBSIDIARIES, AGENTS, THIRD-PARTY SERVICE PROVIDERS, OR LICENSORS WARRANT THAT THE USE OF THE WEBSITE OR THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE OR SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED.

18.2 ANY INFORMATION PROVIDED VIA THE webSITE OR Services, DOWNLOADABLE SOFTWARE, PRODUCTS, OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS

IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO this agreement.

18.3 IN NO EVENT SHALL WE or our AFFILIATES NOR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARENTS, SUBSIDIARIES, AGENTS, THIRD-PARTY service PROVIDERS, AND LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PROFESSIONAL LIABILITY DAMAGES, MALPRACTICE LOSSES AND DAMAGES, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF SALES, LOSS OF TURNOVER, personal injury or death, property damage, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE WEBSITE OR SERVICES.

18.4 WE DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION. BY utilizing THE WEBSITE AND/OR SERVICES YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR OTHERWISE Utilize THE WEBSITE OR SERVICES.

18.5 OUR LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF OUR AFFILIATES AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARENTS, SUBSIDIARIES, AGENTS, THIRD-PARTY SERVICES PROVIDERS, AND LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE MINIMUM AMOUNT PERMISSABLE UNDER THE LAW.

18.6 ANY ACTION BY EITHER PARTY FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATED TO THE PURCHASE OR USE OF A PRODUCT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE EVENT(S) GIVING RISE TO THE CAUSE OF ACTION; BOTH PARTIES HEREBY WAIVE THE RIGHT TO INVOKE ANY DIFFERENT LIMITATION ON THE BRINGING OF ACTIONS PROVIDED UNDER STATE LAW.

18.7 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

18.8 We are not responsible for any delay or failure in carrying out our services under this Agreement for reasons beyond our reasonable control including but not limited to the acts or omissions of a third party, government action or any other major event. We shall have no liability in respect of delays or failure by you to perform any of your obligations under this Agreement and you shall indemnify, defend, and hold us harmless for any additional costs or expenses incurred by us as a result of such delays or failures. Where your delays in sending us the relevant papers we cannot be liable for not meeting the statutory reporting deadlines with the consequent risk of penalties being imposed by tax authorities and secretary of state.

18.9 You acknowledge that we are bound by regulatory and other obligations under laws and regulations of the jurisdiction in which the Services are provided and agree that any action undertaken by us or our employees in order to comply with those laws or regulations shall not constitute a breach by us of our obligations hereunder. We shall not be required to take any action which it considers to be unlawful or improper or which it believes may be detrimental to us, our employees, agents or officers.

18.10 You agree to defend, indemnify, and hold us harmless, as well as our AFFILIATES AND ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARENTS, SUBSIDIARIES, AGENTS, THIRD-PARTY SERVICE PROVIDERS, AND LICENSORS from and against all claims, SUITS, and expenses, including attorneys' fees, arising out of OR RELATED TO (a) YOUR USE OF THE WEBSITE AND/OR SERVICES; (B) your noncompliance with or breach of this Agreement; (C) your use of third-Party SERVICES, products, links, advertisements, and/or tools; (D) YOUR VIOLATIONS OF ANY THIRD-PARTY RIGHTS, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS; (E) the unauthorized use of the WEBSITE OR SERVICES by any other person using your information; AND/OR (F) YOUR FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, TORT, OR NEGLIGENCE.

18.11 This Agreement constitutes a contract for the provision of services and not a contract of employment, and accordingly you shall be fully responsible for and shall indemnify, defend, and hold us harmless for and in respect of:

1. any income tax, social security contributions and any other liability, deduction, contribution, assessment, taxation or claim arising from or made in connection with the performance of the Services by any authority in any part of the world, where such recovery is not prohibited by law. You shall further indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, taxation, assessment or claim;
2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against us arising out of or in connection with the provision of the Services.

18.12 The entirety of this clause 18 shall survive the termination of this Agreement for whatever reason.

19. THIRD PARTIES

19.1 We may, from time to time, run advertisements and promotions from third-parties on the website. Your dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the website.

19.2 We may provide you with access to third-party tools over which we neither monitor nor have any control over, nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the website is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant

third-party provider(s).

19.3 Certain content, products, and services available via the website may include materials from third-parties.

Third-party links on the website may direct you to third-party websites and/or services that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party with whom you connect via the website or the Services. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

20. FORCE MAJEURE

20.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

20.2 The party affected by Force Majeure shall take all reasonable steps available to it to minimize the effects of Force Majeure on the performance of its obligations under this Agreement.

20.3 Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

20.4 If the party affected by Force Majeure fails to comply with its obligations under clauses 20.1 and 20.2 above then no relief for Force Majeure, including the provisions of clause 20.3 above, shall be available to it and the obligations of each party shall continue in force.

21. GENERAL

21.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of us shall be deemed to be or have become your employee.

21.2 This Agreement contain the entire agreement between the parties in relation to its subject-matter. You irrevocably and unconditionally waive any right it may have to claim damages for, and/or to rescind this Agreement because of breach of any warranty not contained in this Agreement, or any misrepresentation whether or not contained in this

Agreement, unless such misrepresentation was made fraudulently.

21.3 No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.

21.4 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

21.5 If at any time any part of these this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed severable from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

21.6 Each of the parties shall use their reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as is necessary to fulfil the provisions of this Agreement in accordance with its terms.

21.7 This Agreement does not create any third-party rights unless explicitly stated herein.

21.8 STM shall have the right to assign and/or transfer this Agreement and our rights and obligations hereunder to any third-party after notifying you as provided for herein. You agree and acknowledge that you shall not assign or transfer its rights or sub-contract or delegate the performance of any of its obligations under this Agreement without our prior written consent in our sole and exclusive discretion.

21.9 STM may have an affiliate relationship with third-parties and affiliates to whose products and services we link and promote through the website, our mailing list, and/or the Services. Because of this relationship, STM may earn a commission on products purchased by you from a third-party affiliate.

21.10 STM reserves the right, but assumes no obligation, to agree to different or conflicting terms and conditions with respect to any client. Any such terms and conditions will not be enforceable unless specifically agreed to by STM.

21.11 Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 This Agreement shall be governed and construed in accordance with the laws of Texas without regard to its conflicts of law provisions. In the event of any dispute, claim or controversy between or among the parties to this Agreement arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through a binding arbitration proceeding to be administered by the American Arbitration Association (or any like organization successor thereto) in Travis County, Texas, in accordance with the American Arbitration Association's Commercial Arbitration Rules, subject to the exception below.

Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to this Agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. The Parties expressly agree that the prevailing party as determined by the arbitrator shall have its reasonable attorneys fees, costs and expenses paid by the non-prevailing party. Judgment on the award may be entered in any court of competent jurisdiction.

The Parties waive the right to participate in a class arbitration or class action suit.

EXCEPTION: Arbitration is not required: (1) when any individual case is filed in Texas small claims court so long as it remains an individual case in that court; or (2) in a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.

24. YOUR RESPONSIBILITIES AS A BUSINESS OWNER

The full legal responsibilities of business owners are too detailed to allow us to list them all here. We would strongly recommend therefore that you speak with your Company's legal counsel as to the responsibilities. To this end, a separate power of attorney will be provided to you to sign.

The following is a short summary of certain key responsibilities, which you have as a business owner. Even if we provide Nominee Director services for your company, you will be ultimately liable for non-complying to any of the requirements.

STM 2024

- **Bookkeeping:** To maintain proper accounting records in compliance with local, state, and

federal rules and regulations;

- Taxes: To prepare and submit tax returns to the local, state, and federal taxation authorities with the prescribed time limits for both your Company, and yourself, as applicable;

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- To arrange for settlement of relevant personal tax liabilities as they fall due;
- To maintain statutory records;
- To submit annual registrations as may be required by your applicable secretary of state;
- To update your applicable secretarial information with any changes in your corporate information; and

Private Policy maintain minutes and resolutions of meetings held and corporate decisions made.

Failure to Comply with these responsibilities can lead to fines, penalties, interest and in extreme cases disqualification and/or criminal prosecution.
Data Processing Policy

25. CHANGES IN THE TERMS & CONDITIONS

Corporate Secretaries

Corporate Solutions STM reserves the right to make changes to this Agreement at any time by posting revisions on the website. You will also be notified of such changes via email and may terminate your agreement with us on this basis within thirty (30) days.
Tax & Strategy

Accounting Services

26. LIMITED DESIGNATION OF AGENCY

FAQ

Contact Us You agree that STM may act as your non-exclusive agent and attorney in fact, on your behalf, for the limited purposes of:

- Perspektive Ausland | Wohnsitz Ausland | Malta One | Plan B Projekt | US Kanzlei |
Hultsteuer LLC | Steuerkanzlei St. Matthew | Auslandsunternehmen |
SourceHalt and in your Name; Without Borders
1. receiving results from such inquiries and communicating them to you;
 2. signing letters on your behalf and in your Name;
 3. hiring and instructing attorneys, CPAs and other professionals, licensed or not.