

REGISTERED AGENT SERVICE AGREEMENT

Effective Date: _____

This Registered Agent Service Agreement (“Agreement”) is entered into by and between the purchaser of Registered Agent Services (“Customer”) and Wholesale Shelf Corporations LLC (“Company”).

1. Purpose and Scope of Services: Company shall designate a contracted Registered Agent (“Registered Agent”) for Customer’s entity in the selected state, solely to fulfill the statutory requirement of maintaining a Registered Agent for service of process. This Agreement is not for virtual office services and shall not be used as such. Company affirms that it maintains a valid, executed Registered Agent Service Agreement with the designated Registered Agent, which includes full authority for Company to make, file, and submit any and all filings, updates, or changes necessary to implement or enforce the terms of this Agreement, including those made under penalty of perjury. Customer agrees and acknowledges that Company is fully authorized to take such actions on behalf of the Registered Agent as are necessary to comply with and correct any violations of this Agreement. The Registered Agent is a third-party contractor. Company is not the Registered Agent and assumes no fiduciary, agency, supervisory, or employment relationship with the Customer or the Registered Agent. This service fulfills only statutory Registered Agent requirements. It does not include legal advice, business consulting, or regulatory compliance support.

2. Term and Fees: The Registered Agent Service includes a 30-day free trial. Unless the Customer cancels the service in writing at least 7 days before the end of the free trial, the service will automatically renew for one year at an annual fee of \$349, payable in advance. The Customer may obtain Registered Agent services from any authorized third-party provider, but must cancel this service by the stated deadline to avoid renewal and invoicing. Failure to cancel on time does not relieve the Customer of the obligation to pay the annual fee. If payment is not received following renewal, the service will be suspended immediately and without further notice. Suspension of service does not pause, toll, or extend the one-year service term; the term continues to run during any period of suspension. Service may only be unsuspended upon full payment of the outstanding invoice. Customer’s failure to use or access the Registered Agent Service, or any suspension thereof for non-payment, shall not entitle Customer to any refund, credit, or extension of service. This Agreement remains in effect for a one-year term from the Effective Date and shall automatically renew for successive one-year terms unless canceled in writing at least 30 days prior to the expiration of the then-current term.

3. Prohibited Uses and Misrepresentation: Customer may not use the Registered Agent address as their business office address on any filing or communication. It is strictly limited to statutory Registered Agent purposes. Customer may not list or identify the Registered Agent as an officer, director, manager, shareholder, member, owner, representative, or any other role beyond that of Registered Agent. Examples of prohibited uses include but are not limited to: business license registrations, Google or online map listings, tax registrations, bank accounts, and business contracts. If Customer violates any of these terms, no refund will be issued, Customer agrees to pay a \$500 administrative fee plus any additional costs or damages arising from the misuse, Customer indemnifies and holds harmless both Company and the Registered Agent from any and all claims, losses, liabilities, damages, penalties, legal costs, or actions, including those brought by any governmental or regulatory authority, and Customer authorizes Company to take all necessary corrective actions, including filing changes and updates with state or federal agencies, whether or not such actions require submissions under oath, to rectify the prohibited use or misrepresentation. This includes amending public records and documents as necessary.

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Customer authorizes Company to update the business address and Registered Agent information to Customer's last known address on file.

4. Mail Handling Costs: Mail handling charges apply whenever mail is requested to be forwarded. Standard mail forwarding (1 to 5 items per month) is \$50/month plus actual mailing costs. Each additional piece over 5 items is \$10 per item. Scanning and emailing (up to 10 pages) is \$25 per scan. Additional pages beyond 10 are \$2 per page. Overnight or special courier requests are \$100 plus actual postage costs. Charges are due upon presentation of invoice. If a credit card is on file, Customer pre-authorizes all service-related charges, including renewal fees and mail-handling charges, to be charged to the payment method on file without additional notice. Company reserves the right to suspend or terminate services for unpaid charges. All services are provided on an as-is basis and are non-refundable, non-cancellable, and irrevocable. All payments are final and irrevocable once processed, including but not limited to partial periods of service or non-use.

5. Company's Role and Limitation of Liability: Company acts solely as an intermediary between Customer and the Registered Agent and is not responsible for actions or inactions of either the Customer or the Registered Agent. Customer indemnifies and holds Company harmless against all claims, liabilities, costs, or damages resulting from the Registered Agent's performance or non-performance. Any claim by Customer against the Registered Agent is subject to a maximum liability cap of \$100. Any claim by Customer against Company is strictly limited to the amount actually paid by the Customer to Company for the registered agent service fee for the most recent prior year. This cap applies to all possible accusations or claims, including but not limited to alleged fraud, misrepresentation, negligence, or any statutory or regulatory violations, regardless of theory of liability. In no event shall either Company or Registered Agent be liable for any indirect, special, incidental, consequential, or punitive damages.

6. Termination: Company or Registered Agent may terminate this Agreement at any time with or without cause by providing written notice. If terminated for cause, including any prohibited use or misrepresentation, no refund shall be issued.

7. Agreement to Arbitrate: By purchasing or using any products or services from Wholesale Shelf Corporations LLC ("Company"), you agree that any dispute, claim, or controversy of any kind—including those based on fraud, misrepresentation, deceptive trade practices, unjust enrichment, breach, negligence, or statutory violation—arising out of or related to your order, the services provided, the Company's websites, or any agreement between you and the Company, will be resolved exclusively through final and binding arbitration conducted online and based solely on written submissions, unless mutually agreed otherwise or as required by the arbitration provider. Arbitration shall be administered, in order of preference, by net-ARB (www.net-arb.com), Arbitration Resolution Services (www.arbresolutions.com), RapidRuling (www.rapidruling.com), Brief by Ejudicate (www.ejudicate.com), or the American Arbitration Association (www.adr.org); if none accept jurisdiction, the matter may only be filed in Denver County Small Claims Court in Colorado, where both parties waive jury trials and agree to written submissions only if permitted. Arbitration must be on an individual basis only, and no party may bring or participate in any class action, collective arbitration, mass arbitration, or representative proceeding. The arbitrator has exclusive authority to determine all issues of arbitrability and interpretation, may not award punitive, exemplary, or treble damages, and must follow the terms of the parties' signed agreements, including all general releases and limitations of liability. All arbitration costs will be split evenly unless otherwise required by the provider, though

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Company may advance your share in its discretion. If Company prevails, you agree to reimburse all fees and costs incurred in connection with the arbitration. Company may vacate any arbitration award that contradicts or misinterprets signed agreements or fails to apply contractual liability limits; you waive any right to vacate awards that adhere to the signed agreements. This clause is governed by the Federal Arbitration Act and Colorado law, applies retroactively and prospectively, and survives termination. Company may update this clause at any time through its Terms of Use or incorporated policies without notice; continued use binds you to all updates, and you agree that any updated version of this arbitration clause will govern all past, present, and future disputes.

8. General Release of Liability: Customer irrevocably and unconditionally releases, acquits, and forever discharges Company, its officers, agents, contractors, and affiliates from any and all claims, causes of action, damages, costs, expenses, or liabilities of any nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or related in any way to the Registered Agent service. This release is intended to be fully enforceable even in the absence of any separately signed document, and Customer affirms understanding and acceptance of this release as a condition of service.

9. Substitution of Registered Agent: Customer expressly authorizes Company to substitute the designated Registered Agent at any time with another contracted Registered Agent selected by Company, for any reason including but not limited to unresponsiveness, relocation, termination, or performance issues. Customer agrees to pay any applicable government filing fees to effectuate the change. Customer further authorizes Company to prepare and file all required documents to complete the substitution, including documents submitted under oath or penalty of perjury, without requiring further consent. This authorization is irrevocable and applies regardless of Customer preference or communication.

10. Non-Circumvention and Communications: Customer agrees not to directly contact, communicate with, or engage the Registered Agent for any reason. All communications, inquiries, and instructions regarding the Registered Agent services shall be routed exclusively through Company. Breach of this clause constitutes a material violation and may result in immediate termination without refund and a \$750 administrative fee plus any resulting damages, costs, attorney's fees, and related expenses.

11. Notices: All notices shall be sent via email to Customer's email on record. If email is returned undeliverable, notice shall be sent by certified mail or overnight trackable courier. Electronic notice constitutes valid legal notice under this Agreement.

12. Miscellaneous Provisions: This is the complete agreement, superseding all prior representations, verbal agreements, written communications, marketing statements, and website content. If any provision is invalid, the remainder shall remain in force. Customer may not assign this Agreement. This Agreement is governed by the laws of the State of Colorado, without regard to conflict of law principles. Failure to enforce any term shall not be a waiver. Customer affirms they are over 18 years of age, legally competent, and fully understand the English language and the terms herein. Customer affirms the right to consult legal counsel and has not been coerced or unduly influenced into entering this Agreement. Company is not a law firm, does not provide legal advice, and is not responsible for customer compliance with regulatory obligations. Customer affirms they are not relying on any oral or written representation outside this agreement. These are the terms of our Registered Agent Service. If Customer does not agree, Customer should not retain our services. Use of the service indicates full and

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unconditional agreement to all terms. By submitting payment and/or using the Registered Agent Service, Customer affirms full agreement to all of the above terms. This Agreement shall be e-signed and constitute a legally binding electronic signature under the U.S. E-SIGN Act.

BY SIGNING BELOW, CUSTOMER AGREES TO BE LEGALLY BOUND BY ALL TERMS HEREIN.

Customer (Signature)

REGISTERED AGENT SERVICE AGREEMENT

GENERAL RELEASE OF LIABILITY, AGREEMENT TO ARBITRATE, LIMITATION OF LIABILITY, AND ENTIRE AGREEMENT ACKNOWLEDGMENT

Effective Date: _____

This document constitutes a separate, stand-alone agreement entered into by the undersigned (“Customer”) in connection with the Registered Agent Service Agreement between Customer and Wholesale Shelf Corporations LLC (“Company”). This document is intended to reinforce and supplement the legal enforceability of the Registered Agent Service Agreement, and Customer acknowledges and agrees to the following provisions:

1. GENERAL RELEASE OF LIABILITY: Customer irrevocably and unconditionally releases, acquits, and forever discharges Company, its officers, directors, owners, contractors, employees, Registered Agents, affiliates, successors, and assigns from any and all claims, causes of action, losses, liabilities, damages, costs, and expenses, whether known or unknown, arising from or related to the Registered Agent Service, regardless of theory of liability. This includes any claims of fraud, negligence, misrepresentation, breach, violation of statute or regulation, or other legal or equitable grounds.

2. LIMITATION OF LIABILITY: In the event of any legal claim by Customer, the total maximum liability of Company shall be strictly limited to the amount actually paid by Customer to Company for the Registered Agent service fee for the most recent prior one-year period. In no event shall Company be liable for any consequential, incidental, indirect, special, or punitive damages, regardless of cause.

3. AGREEMENT TO ARBITRATE: By purchasing or using any products or services from Wholesale Shelf Corporations LLC (“Company”), you agree that any dispute, claim, or controversy of any kind—including those based on fraud, misrepresentation, deceptive trade practices, unjust enrichment, breach, negligence, or statutory violation—arising out of or related to your order, the services provided, the Company’s websites, or any agreement between you and the Company, will be resolved exclusively through final and binding arbitration conducted online and based solely on written submissions, unless mutually agreed otherwise or as required by the arbitration provider. Arbitration shall be administered, in order of preference, by net-ARB (www.net-arb.com), Arbitration Resolution Services (www.arbresolutions.com), RapidRuling (www.rapidruling.com), Brief by Ejudicate (www.ejudicate.com), or the American Arbitration Association (www.adr.org); if none accept jurisdiction, the matter may only be filed in Denver County Small Claims Court in Colorado, where both parties waive jury trials and agree to written submissions only if permitted. Arbitration must be on an individual basis only, and no party may bring or participate in any class action, collective arbitration, mass arbitration, or representative proceeding. The arbitrator has exclusive authority to determine all issues of arbitrability and interpretation, may not award punitive, exemplary, or treble damages, and must follow the terms of the parties’ signed agreements, including all general releases and limitations of liability. All arbitration costs will be split evenly unless otherwise required by the provider, though Company may advance your share in its discretion. If Company prevails, you agree to reimburse all fees and costs incurred in connection with the arbitration. Company may vacate any arbitration award that contradicts or misinterprets signed agreements or fails to apply contractual liability limits; you waive any right to vacate awards that adhere to the signed agreements. This clause is governed by the Federal Arbitration Act and Colorado law, applies retroactively and prospectively, and survives termination.

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Company may update this clause at any time through its Terms of Use or incorporated policies without notice; continued use binds you to all updates, and you agree that any updated version of this arbitration clause will govern all past, present, and future disputes.

4. ENTIRE AGREEMENT: This document and the Registered Agent Service Agreement together represent the entire agreement between the parties. Customer affirms that no reliance is made on any statement, marketing, oral promise, implication, or communication outside of the written terms of these agreements.

5. NO DURESS OR COERCION: Customer acknowledges they have had the opportunity to consult legal counsel, are entering into this agreement voluntarily, and are not under duress, coercion, or undue influence. Customer affirms understanding of the English language and all terms herein.

6. GOVERNING LAW: This document is governed by and shall be construed under the laws of the State of Colorado, without regard to its conflict of law principles.

BY SIGNING BELOW, CUSTOMER AGREES TO BE LEGALLY BOUND BY ALL TERMS HEREIN.

Customer (Signature)