PAYMASTER AND ESCROW SERVICES AGREEMENT

This **PAYMASTER AND ESCROW SERVICES AGREEMENT** ("Paymaster Services Agreement" or PSA" or "Agreement") is made and entered as of the date executed below between **Bruce Markowitz, Attorney at Law** (hereinafter referred as the "Paymaster") and with the "Client" as follows:

Date:	
Name:	
Address:	
Telephone No.:	
Email:	

(hereinafter referred as the "Client").

RECITALS

WHEREAS the Paymaster is an attorney at law, licensed to practice in the District of Columbia, the State of Maryland and the Commonwealth of Virginia, and has access to a Lawyers Trust Account in the United States, (hereinafter referred to as the "Trust Account") into which funds belonging to the Client may be deposited from time to time for the purpose of the Paymaster providing such Paymaster, escrow, custodial and other fiduciary services (hereinafter referred to as "Paymaster Services");

WHEREAS the Client has the rights to certain funds, and may anticipate in the future receiving additional funds, and requests and authorizes the Paymaster to act as such a Paymaster, escrow agent, custodial agent or fiduciary on behalf of the Client, as a beneficiary, for the sole purpose of receiving and holding said fund (hereinafter individually and collectively referred to as "Funds") for the benefit of the Client, and to deposit said Funds into a Trust Account, and to disburse said Funds from time to time, as per the terms below.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements made herein, the parties agree as follows:

I. PURPOSE OF THIS AGREEMENT

The Paymaster shall provide Paymaster Services to the Client for any Funds that are deposited on behalf of and or and/or for the benefit of Client, into the Trust Account, or in any other bank accounts that Paymaster directs that are acceptable to the Client; in consideration for which Client shall pay Paymaster Fees (as defined below).

The Funds covered by this Agreement may be provided from any source, subject to the representations and warranties described in Section IV following herein, and the underlying transaction (s) may be for any legitimate purpose. Said deposit(s) may be made by the Client, and/or for the benefit of the Client.

A. This Agreement sets out the terms for the Paymaster Services and provides an accord and satisfaction and release for all such Paymaster Services rendered by the Paymaster in connection with all Funds deposited into and disbursed out of any of the above referenced accounts. The terms and conditions stated herein shall apply equally to all installments and/or tranches of Funds deposited, held, and/or disbursed.

B. Client shall provide the information set forth a CIS This Agreement requires submission of true and correct information set forth in Appendix A attached hereto.

II. PAYMASTER SERVICES FEES

A. The Paymaster Fees shall be due and owing for all Funds that are deposited or transferred into the Trust Account and/or into any other accounts on behalf of which the Client directs the Paymaster to act as fiduciary and or escrow agent, whether the Funds are deposited or transferred into the accounts by the Paymaster, by the Client, and/or by any third party or entity (for any legitimate purpose) on behalf of Client and/or for the benefit of the Client.

B. **For the Paymaster's Services, the Client shall pay a fee of One Percent (1.00%) of the gross amount of each and every deposit,** whether each said deposit represents payment of an individual tranche or installment, or a full transaction (hereinafter collectively referred to as "Paymaster Fees" or "Fees").In the event that the amount deposited is less than $1,000,000, my minimum fee shall be $2,500 or 1% (One Percent), whichever is greater.

C. The amount of funds deposited and/or transferred into the Trust Account or any other account for disbursement shall be in an amount sufficient to cover the disbursement itself and all Paymaster Fees, bank charges, administrative charges, and any other costs incurred.

D. The Client understands and agrees the scope of services to be provided by the Paymaster before it receives any deposits or transfers on behalf of Clients (and, thereby, some, if not all, of the Paymaster Fees) are limited to: (i) answering questions pertaining to the transfers into and out of the Trust account to be used by the Paymaster for specific transactions (see also Section III.A.(1) following); and (ii) providing templates or other form of agreements for fee protection, fee sharing, pay orders and the like.

E. Said Paymaster Fees shall be earned by and paid to the Paymaster immediately upon receipt into the Trust Account or other account, prior to any disbursements to the Client and/or other intended recipients. Any Funds that are present in the Paymaster's Trust Account or any other bank account connected with this Agreement shall be available for the payment of Paymaster Fees and all bank charges, administrative charges, and other costs incurred, and may be deducted from the gross Funds immediately upon receipt thereof. In the event that the underlying transaction does not proceed, the Paymaster Fees and banking fees (such as wire transfer fees) are not refundable.

F. The Paymaster Fees referred to herein are explicitly for the Paymaster's services as Paymaster. Any funds due and payable to the Paymaster by the Client and/or any third person for services other than the Paymaster's services as Paymaster for the benefit of Client (i.e. legal fees for legal services rendered, Paymaster services, commissions, finder fees, intermediary fees, and the like), would not be Paymaster Services and would be due and payable to the Paymaster separate and apart from this Agreement.

III. <u>DISBURSEMENT OF ASSETS</u>

A. Paymaster shall rely on written disbursement instructions for each disbursement of the Funds to be delivered by the Client, that includes: (a) Client's legal name, passport and other identification information, and contact information, including street address, telephone numbers, and email address, (b) the transaction or tranche identification information, if any, and (c) recipient's name, contact information, including street address, telephone numbers, and email address, recipient's bank account information and bank wiring instructions (hereinafter "Disbursement Instructions"). Most important, the Paymaster may request, as a pre-condition to the execution of any such Disbursement Instructions, the Client providing a full Client Information Sheet and form of identification for each such intended recipient. The Client understands that such information is now required by professional standards applicable to fiduciaries in the United States and, if such information is not made available to the Paymaster, it may be cause for delays with respect to the execution of relevant Disbursement Instructions.

B. The Paymaster shall hold Funds received for the benefit of a Client for up to six (6) months. A separate agreement will be required to provide for holding of these Funds for a term exceeding six (6) months.

C. Any text or explanation to the recipient of the Funds as to the derivation of the Funds, the identification of the transaction related to the disbursement, the reason for the disbursement, or the amount of the disbursement shall be made to the recipient by the Client and not by the Paymaster.

D. Funds will not be disbursed to the Client or any recipient *unless and until* the Paymaster receives written notice from the receiving bank that all Funds received have been "paid" by the sending bank and that said Funds have "cleared" the Paymaster's receiving bank. The Client shall indemnify and hold the Paymaster harmless, and pay all attorney's fees and costs, for any liability that the Paymaster may have with respect to the Paymaster's receiving bank for any funds that have not been paid by the sending bank and cleared by the Paymaster's bank.

E. Once the Funds are disbursed to the intended recipient and/or to Client (less Paymaster Fees, bank charges, administrative charges, and any other costs incurred) the Paymaster shall have no more duties, obligations or liabilities to the Client or to any third party, or to any financial, governmental, regulatory, banking, or business entity, or institution, or the like with respect to the same.

F. The content, amount, and manner of any disbursement made by the Paymaster shall be deemed correct, and delivery shall be deemed completed. A copy of the Client's Disbursement Instructions shall be indisputable and irrefutable evidence of the correctness of the recipient, content, amount and manner of the disbursement, and a copy of the transmission record or receipt, or the mailing, delivery or shipping record or receipt regarding said disbursement shall be indisputable and irrefutable evidence of the Paymaster having fulfilled its obligation in satisfactorily completing said disbursement.

G. As additionally provided in Section XI. G. below, The Paymaster shall not be responsible or liable for any act or omission of any banking institution or other financial, governmental, regulatory, or business entity, or institution, transfer agent or other transferor, custodian, or person, whether within the U.S., or internationally in any other country, in regard to the handling, payment, lack of payment, error in payment and/or transmission of any Funds. This shall include, but not be limited to any 'hold' or 'stop' placed on any Funds, any failure of, or delay in transmission and/or transfer, any incorrect amount transferred, any disagreement with exchange rate, any disbursement and/or payment of Funds that had not been paid by the sending bank and cleared by the Paymaster's receiving bank, any other problems with payment and/or delivery of any Funds, any charges imposed by any institution, and the like.

H. The Paymaster shall only be responsible for the disbursement of the Funds that have been confirmed to have been deposited into the Trust Account. The Paymaster shall have no responsibility or liability for any Funds that the Client, the Client's associate(s), recipients, and/or third parties claim 'should have been' received into any Trust Account. The Client shall be charged with the responsibility of ensuring that whatever Funds are due and payable to the Client, the Client's associate(s), recipients, and/or third parties were properly deposited into the Trust Account.

IV. <u>REPRESENTATIONS AND WARRANTIES</u>

The Client represents, warrants and guarantees that any and all Funds delivered into the Trust Account and/or other Account are: owned by the Client, or legally due and payable to the Client, or legally being controlled by the Client, and that all Funds are lawfully and properly being received, have not been, nor are currently being laundered, that no crime or wrongdoing is directly or indirectly involved anywhere in the sending, holding or disbursing of said Funds to the Paymaster, and that the Funds are good, clean, unencumbered Funds from a non-criminal origin. The Client shall fully indemnify and hold the Paymaster harmless against, and protect the Paymaster from, and contemporaneously reimburse the Paymaster for all resultant claims, charges, liabilities, losses, costs, damages and expenses (including but not limited to all attorneys' fees and costs) resulting from any claims, lawsuits and/or other actions claiming to the contrary.

V. PARTIES' RESPONSIBILITIES

I. The Paymaster's duties and obligations are only as specifically provided herein and are purely ministerial in nature. The Paymaster's sole duties and obligations as Paymaster are the receipt and holding of the Funds in its Trust Account or any other accounts described above, and the disbursement of said Funds as per the written Disbursement Instructions by the Client, (less Paymaster Fees, bank charges, administrative charges, and any other costs incurred). No additional and/or implied duties, responsibilities or obligations of the Paymaster shall be real into this Agreement.

J. All Disbursement Instructions, notices, orders, demands, and/or other instructions from the Client to the Paymaster under this Agreement shall be in writing, and shall only be deemed to have been provided to the Paymaster upon actual receipt by the Paymaster of the original signed document, when timely delivered to the Paymaster. Such delivery from the Client shall be made by registered or certified mail or some other form of express courier or mail service except as the Paymaster may agree to otherwise. The burden of proof of actual delivery shall be on the Client.

K. The Paymaster shall provide the Client with banking information to be used for the deposit and transfer of funds on a case-by-case basis and said information may be changed at any time by the Paymaster upon written notice to the Client, which may be transmitted by email or facsimile.

L. Just prior to every deposit and/or transfer of Funds into the Trust Account or other account, the Client shall, in a timely fashion, provide to the Paymaster and to the relevant banking institutions and governmental and/or regulatory entities, whatever information is requested by the banking and/or regulatory institutions and the Paymaster (regarding the Funds, the Client, the underlying transaction, the relevant contracts, and other documents and information) to authenticate, verify, document, and prove the original source and amount of the Funds, and the Client's entitlement to said Funds. Said information shall include but not be limited to the following:

1. Proof of ownership of the Funds and/or proof of rightful entitlement to the disposition of the Funds, and

2. Authorization to verify ownership of and/or entitlement to the Funds, and

3. A Certificate of Funds Legality and/ or similar statement that proves the original source, origin, legality, and five-year (or more) history of the Funds being transferred, (and whatever additional information is required to satisfy all relevant banking and government regulations) to prove the funds are clean, clear, unencumbered funds from a non-criminal origin, and

4. A fully executed copy of the agreements of the underlying transaction, and/or a payment order and instructions to the principal and/or the payor and/or bank or other entity(s) making said payments, showing Client to be legally entitled to the Funds, and the Pay master to be the Paymaster on behalf of Client for the receipt of the Funds, and

5. A color copy of Client's passport and a color copy of Client's driver's license.

M. The Funds deposited into the Trust Account and any other accounts under this Agreement are the property of Client as the beneficiary, with the sole exception only for those portions of the Funds that are the Paymaster Fees. With respect to the receipt, holding, and disbursement of any Funds under this Agreement, Client is solely responsible for the disclosing, reporting, filing and payment (including any penalties) of all of their own tax returns, tax documentation and other disclosure and/or reporting documents, and/or all local tax and other governmental authorities. The Paymaster shall have no responsibility or liability for any of the Client's Funds in regard to any international governmental regulation or agency including but not limited to tax codes and regulations. The depositing and/or transferring of said Funds into the Trust Account and/or any other said accounts shall not create any debt, obligation, tax burden, liability or other detriment to the Paymaster. The Paymaster shall not have any duty or obligation in regard to the above, nor shall the Paymaster be responsible or liable for any of the above-referenced actions or omissions of the Client, any recipient, and/or any other third person. The Paymaster shall only be responsible for the reporting and payment of taxes in regard to the funds received by the Paymaster solely as its Fees. The manner in which any other Funds are labeled by the Client shall not increase the Paymaster's amount of liability and shall have no bearing on the Paymaster's duties and obligations in regard to the reporting and payment of taxes solely on its Fees. The Client shall indemnify and hold the Paymaster harmless (including attorneys' fees and costs) from any claim and/or lawsuit regarding these issues.

N. The Paymaster shall provide Client with a copy of the Paymaster's records showing all disbursements of Funds made on the Client's behalf. The Paymaster shall not be further responsible for the maintenance of any documents, bank record s or any record-keeping documents following receipt and/or disbursement of any Funds under this Agreement.

O. The Paymaster shall be entitled to rely upon the copies of the underlying agreements and any other Disbursement Instructions and other documents and information provided directly or indirectly by the Client without being required to investigate, determine their authenticity, the correctness of any facts stated therein, the propriety of any services thereof, and/or the capacity, identity or authority of any person and/or entity purporting to execute and/or deliver such document, and the Paymaster shall be fully indemnified against and protected from and compensated for all resultant claims, charges, liabilities, losses, costs, damages and expenses (including but not limited to all attorneys' fees and costs) in acting or omitting to act pursuant to any said received Disbursement Instructions and other documents and instructions.

P. The Paymaster shall not be responsible for, or have any duty to monitor or investigate, or be chargeable with any knowledge of the terms and conditions and/or principals of any underlying agreement, instrument and/or document in connection with its Paymaster services to the Client and/or the underlying transaction in connection therewith, nor shall the Paymaster shall have any duty to any third party.

Q. The Client is solely responsible and liable for all circumstances, events, dealings, obligations, and liabilities regarding the underlying transaction(s); solely responsible and liable for any real or alleged debt to, and/ or claim by any third person, entity, bank, institution, and/or government, (whether associated with the Client or otherwise), for payment due of any portion of said Funds; and solely responsible and liable for all information provided to or withheld from the Paymaster, any recipient , and/or any other person, entity, institution, government, (hereinafter individually and collectively referred to as "Liabilities"). The Paymaster shall not have any obligation, duty, liability, or responsibility to the Client or any bank, institution, or any government, or any recipient or other third person or entity in regard to any such Liabilities or the like. The Client shall indemnify and hold the Paymaster harmless (and contemporaneously pay all attorneys' fees and costs) arising out of any claims, liabilities and/or alleged obligations arising out of any Liabilities, including those alleged in any arbitration and/or legal or other action.

VI. NO CONFLICT OF INTEREST AND NO LEGAL SERVICES

A. The Client agrees that there is not now, and never shall be any conflict of interest if the Paymaster acts as Paymaster for the Client and the Paymaster either, simultaneously, or at any other time: (1) is a party to any business or financial transaction that includes the Client, Client's entity (s), any of Client's associates, and/or any other persons or entities whether known to the Client or otherwise, and/or (2) provides any other legal, financial, business, or professional services to, for, or on behalf of Client, Client's entity(s), any of Client's associates, and/or any other persons or entities, whether known to the Client or otherwise.

B. The Client agrees and acknowledges there has been full disclosure between the Paymaster and the Client in all areas of the above-referenced transaction(s) and services, and the Client gives their permission for the Paymaster to act as Paymaster, fiduciary and custodial agent on behalf of the Funds under this Agreement and, as appropriate, to participate in any above-referenced transaction(s) and services. The Client agrees and acknowledges that in acting as Paymaster for the Client, the Paymaster is not acting in the capacity of Client's attorney, is not providing legal services to the Client, and owes no fiduciary duties to the Client that arise out of any attorney-client relationship.

VII. LIABILITY OF PAYMASTER

A. The Paymaster shall only be liable for an action or omission of Paymaster Services under the following circumstances:

1. In regard to any portion of Funds to be disbursed to the Client, (and excluding the deduction and payment of all Paymaster Fees, bank charges, administrative charges, and any other costs incurred), if the Paymaster did not follow every material term of the Disbursement Instruction, if any, of Client in regard to any disbursement to Client, and

2. The Paymaster instead, retained the Funds to be disbursed, for the Paymaster' s personal use or benefit, and

3. The Paymaster's action or omission was material to the disbursement, and

4. The Paymaster was grossly negligent as to said disbursement, and

5. The gross negligence by the Paymaster was the sole cause of actual losses of Funds to be disbursed to Client, and

6. The Paymaster' s gross negligence resulted in the actual losses of Funds to be disbursed to Client.

B. In regard to any third party claims, the Paymaster shall not incur any liability for failing to follow the Disbursement Instruction of the Client, or for any disbursement of Funds made to any third party or entity, or for any failure to disburse Funds to any third party or entity, or for any problem with any disbursement of Funds to any third party or entity (hereinafter "Third Party Disbursement Issue"). If there is any dispute in regard to any Third Party Disbursement Issue and/or claim made, and/or legal action filed, and/or arbitration entered into between the Client and any third party(s) or entity(s), and/or between the Paymaster and any third party(s) or entity(s), in regard to any Third Party Disbursement Issue, the Paymaster may, at the Paymaster's sole option, either:

1. Disburse the Funds in issue to the Client, or

2. Hold the disputed Funds in one of the Trust Accounts, then enter said action by means of interpleader (or other similar process) and make payment according to court order. All attorneys' fees and costs incurred by the Paymaster to be paid by Client contemporaneously in a timely manner as they are billed.

VIII. INDEMNIFICATION AND RELEASE

A. In regard to all Funds disbursed as per the written Instruction of the Client, the Client hereby indemnifies the Paymaster and relieves, releases and discharges the Paymaster, and indemnifies and holds the Paymaster harmless from any and all possible claims, demands, debts, costs, obligations, and/or other liabilities, of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, that may relate directly or indirectly, and/or in any way be connected to and/or result directly or indirectly from the circumstances relating to the Funds, the underlying transaction, and to this Paymaster Services Agreement now and in the future.

B. In regard to all Funds disbursed as per the written Instruction of the Client, the Client waives and relinquishes all rights and benefits they may have under law or rule of any other jurisdiction in the U.S. and/or any country relevant to this Agreement which provides the following or similar language: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

C. The Client agrees to contemporaneously reimburse the Paymaster for any and all losses, liabilities, damages, claims and expenses that the Paymaster may suffer or incur (including all attorneys' fees and costs) in connection with serving as Paymaster and the performance of his obligations hereunder or otherwise in connection therewith, except as provided in Section VII.A.

IX. ACCORD AND SATISFACTION

The Client agrees that this Agreement is an accord and satisfaction in regard to all Funds received and disbursed as per the written Instruction of the Client, if any, and hereby absolves the Paymaster from any and all liability for any actions and/or omissions relating to this Agreement, the Funds, the underlying transaction, and to its Paymaster Services rendered as per the written Instruction of the Client.

X. TERM AND TERMINATION

A. This Agreement shall continue in full force and effect, and may cover multiple deposits of Funds, until terminated by one or both of the parties.

Either the Client or the Paymaster may terminate this Agreement with or without cause at any time, and the Paymaster may resign and terminate its Paymaster Services at any time, with or without cause. The manner in which each party shall resign and terminate this Agreement shall be by providing written notice to the other party and said notice shall identify a termination date which shall be no less than ten (10) business days following the date of the notice, and no more than thirty (30) business days following the date of the notice. Upon termination, as soon as reasonably practicable, all remaining Funds in the Trust Account (s) that are indisputably due and owing to the Client shall be disbursed to the Client, at which time the Paymaster shall be relieved of all responsibility and liability under this Agreement.

B. All the Paymaster's rights contained within this Agreement, including without limitation the right to the payment of the Paymaster's Fees, indemnification and being held harmless, shall survive its resignation as Paymaster, the termination of this Agreement, and the termination of the transactions contemplated hereunder.

XI. GENERAL PROVISIONS

C. **All new clients must be referred**. The Paymaster services of Bruce Markowitz, attorney at law is a closed practice, Paymaster will only receive and accept new clients by direct referral of an existing client or invitation provided in advance. Please have your referral introduce you before completing and signing a copy of this Paymaster services agreement.

D. **Right to decline specific transactions**. Paymaster reserves the right to decline to provide the Paymaster services, as described herein, with respect to any specific transaction or other undertaking for the client, on a case-by-case basis, for any reason whatsoever, including but not limited to if there may be any cause, concern or question with respect to the U.S. Patriot Act, anti-money laundering rules and regulations, trade embargoes/restrictions, tax evasion, expatriation of funds, history or origin of funds, the nature of the transaction [such as server-to-server, "blue screen" or "grey screen"] and or any other cause, concern or question about the legitimacy and transparency of all or part of the transaction. Further, if no information is provided on the sender of funds, such as for example a client information sheet or other KYC / due diligence materials, and the authorization or consent of such sender for the use and intended use of such funds by the client, the Paymaster shall have the right and option to reverse the transaction or, otherwise, hold the funds received for a period of ten [10] business or banking days in order to assure that no recalls will be made of such wire transfers and or that there are no other concerns with respect the authorized use of such funds, legitimacy of the transaction or fraud.

E. **No remitter or money services**. The Paymaster is not in the business as a provider or remitter of cash funds. The Paymaster will not make disbursements in cash or by remitter services such as Western Union, or Money Gram, Walmart Money Service or similar services, unless specifically agreed otherwise on a case-by-case basis.

F. **Other limitation of services**. In no event shall the Paymaster make any promises, representations or other statements or expressions, orally and or in writing, to third parties with respect to client funds that have not actually been received and credited for deposit to the Paymaster account, including but not limited to promises to pay debts, to make payments or to finance a project or transaction of another and otherwise to settle claims , demands, debts and the like, whether for personal financial matters or otherwise; these include, by way of example and not in limitation, the intended purchases of cars, houses and other assets. Further, the Paymaster will not accept phone calls or otherwise answer any communications from third parties with respect to any expected payments - whether in such third-parties name(s) or an intended third-party payee of a client. Paymaster will only take phone calls and otherwise answer communications directly from clients that are registered, or will be registered, as clients of the Paymaster.

G. In no event will Paymaster act, or perform services, as a legal advocate, defender or protector or to seek assurances or otherwise make demands that a client's or clients' interests are protected in a fee agreement or the like; but, rather, any such direct communications by the Paymaster with the principals of the relevant transactions and or their mandates or banks shall be limited to: (i) confirmation that transaction principals have received and acknowledged bank coordinates or wire transfer instructions for the

Paymaster as part of such fee agreement or the like; and (i) that relevant beneficiaries, represented by the Paymaster, are included, and or intended to be included, in such fee agreements or the like. In the event such services for legal advocacy may be required, whether as a plaintiff or defendant, the Paymaster is compelled by reasons of applicable professional rules of conduct and ethics as a lawyer, in the states where he is licensed to practice law, to be separately engaged by such client or clients in the capacity of an attorney at law.

H. **Other Agreements between the Parties**. All other present and future agreements, for the benefit of, between, and/or including the parties, if any, shall remain in full force and effect and shall not be terminated, supplanted or affected by this Paymaster Services Agreement.

I. **Modification**. This Paymaster Services Agreement may be amended, modified and/or supplemented only by written agreement of the parties.

J. **Severable Provisions.** The provisions of this Paymaster Services Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

K. **Counterparts and Signature by Facsimile or Email.** This Paymaster Services Agreement may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Either party may execute this Paymaster Services Agreement electronically (including digital signature) and/or by facsimile and such signature shall be deemed an original signature. The party executing the electronic and or facsimile signature shall be responsible for providing the original.

L. **Joint and Several Liability.** The Client and their affiliated entities, if any, shall be jointly and severally liable under this Agreement.

M. **Governing Law and Legal Fees.** This Paymaster Services Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of Maryland in the United States, without regard to its conflict of law doctrine. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be Maryland. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own attorney's fees and costs and expenses.

N. **No Liability for Acts or Omissions of Others; Force Majeure.** As set out more fully in Section III.E. above, the Paymaster shall not be liable for the actions or omissions of any banking institution or other financial, governmental, regulatory, or business entity, or institution, transfer agent, custodian, or person, wherever located. Nor shall the Paymaster be responsible for any event caused directly or indirectly by any civil action, act or war, act of enemies, act of God, labor dispute, fire, flood, or any other cause not enumerated herein, which was not within the Paymaster's control.

O. **Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter. No delay on the part of either party in exercising any power or right hereunder shall operate or be construed as a waiver thereof. Waiver of any condition, covenant, provision or breach shall not be deemed as waiver of any other condition, covenant, provision or breach of the same or other provision (whether or not similar), nor taken or held to be a waiver of any subsequent any condition, covenant, provision or breach of the same provision or any other provision, nor constitute a continuing waiver otherwise expressly provided.

P. Confidentiality. Except as otherwise required by law, Paymaster shall treat all activities under this Agreement as strictly confidential and will not disclose it or its terms to any person unless directed to do so by Client. Paymaster understands and agrees that any disclosures in violation of this Confidentiality provision shall be treated as a material breach of this Agreement. * Confidentiality: All activities under this Agreement are strictly confidential.

Q. **REPRESENTATIONS AND WARRANTIES**
The Client warrants that all Funds are lawfully owned or controlled by the Client, are of non-criminal origin, and have not been laundered.

R. **PAYMASTER BANKING INFORMATION (CITIBANK IOLTA)**
Use the following coordinates for deposits:
* Bank Name: Citibank, N.A.
* Bank Address: 10101 River Road, Potomac, Maryland 20854
* Account Type: IOLTA - Interest on Lawyer Trust Account
* Account Name: Law Offices of Bruce Markowitz
* Account Number: 9111732547
* ABA Wire Routing Number: 254070116
* SWIFT Code: CITIUS33
* Intermediary Routing (Foreign): 021000089
* Bank Officer: Eduardo Freitas (240-533-0009)

V. GENERAL PROVISIONS
* Governing Law: This Agreement is governed by the laws of the State of Maryland.
* Arbitration: Any disputes will be determined by arbitration in Maryland in accordance with JAMS International Arbitration Rules.

S. **Entire Agreement.** Except as otherwise provided herein, this Paymaster Services Agreement constitutes the entire Agreement between the parties hereto pertaining only to the subject matter hereof, and supersedes all prior understandings, negotiations, and all discussions, whether oral or written, relating solely thereto.

SIGNATURES FOLLOW ON THE NEXT PAGE:

IN WITNESS WHEREOF, the parties hereto assert that they have read, understand and agree to all terms herein, have consulted with counsel of their choice, and have the authority to execute this Paymaster Services Agreement on behalf of themselves and their principal(s).

Date:

Signature: ______________________

CLIENT's Name:
Form of ID: PASSPORT
Passport/ ID No.:
Issue Date:
Expiration Date:
Nationality:

Agreed and Accepted By:

____
The Law Office of Bruce Markowitz, ESQ
Attorney at Law
PO Box 59344 POTOMAC, MD 20859
Tel.: +1 202 365-5405
Email: bmarkowitz222@gmail.com
Licensed in Maryland, District of Columbia, and Virginia

APPENDIX A

Client shall provide the following information:

<u>Personal Information on Individual or Principal Business Owner</u>

(must be completed with each CIS)

Name:

Address - City, State, Zip:

Social Security # (if U.S. citizen):

Driver's License State and #:

Country of Citizenship:

Date of Birth:

Place of Birth:

Main Phone Number for Contact:

Fax #:

E-mail Address:

If any of the information changes, it is your obligation to advise us of that change. It we cannot contact you prior to a disbursement, that disbursement will be indefinitely delayed until contact is made and the information is verified as being true and correct at that time.

<u>Required Copies for An Individual or Principal Business Owner</u>

- Driver's License (front and back) (in color)

- Passport Photo and first page (in color), including signature page

- IRS Form W-9 (for individual who is U.S. Citizen) or W-8BEN (for non-US citizen) - signed

- U.S. Social Security Card

<u>Legal Advisor (every payee, even if marked "n/a")</u>

Full Name:

Company:

Address:

Telephone Number:

Fax Number:

Email Address:

Brief Description of Initial Transaction

Type of Transaction (e.g. trade, sale of bonds, etc.):

Colleagues or others involved in transaction (please list all that are known):

Nature of Services You Have Provided to Transaction. Please attached any fee protection agreement(s) or its comparable:

Estimated Time of Closing:

Estimated Amount of Funds Wired on Your Behalf from This Transaction:

____________________________ in USD____ Euro ____ Unknown ____

Location of Closing, if known:

Financial Institution and Location from Which Funds Will be Wired, if known:

Other Information That May Be Relevant:

Banking Information

This information must be complete and accurate. Normally, this information is readily available from your bank. Inaccurate or incomplete information will create unnecessary delays in setting up your account and making distributions to you.

Type of Account ***(select one)***

Individual ____or Business ____

Account Number:

Account Name:

Account Signatory:

Address on Account:

____

____

____

Account Type Checking ____ Savings____

Other ____ ***Please specify:*** **____________**

In what state was this account opened?
Bank Identifier ***(ABA/Routing for wire transfers in U.S.) (9 digits)*** **_ _ _ - _ _ _ - _ _ _**
SWIFT Code ***(only needed for international wires)***
Bank Name:
Bank Street Address:
Bank City:
Bank State/Region:
Postal Code:
Bank Officer:
Bank Phone Number:
Bank Fax Number:
Bank Officer E-mail:

Business or Entity Information (if applicable) (not needed if payee is an individual)

Name of Business or Entity:
Street Address:
Registered Office:
Date created:
Federal Employee Identification Number:
Telephone Number:
Facsimile: N.A.
Officer/Member Name:
Officer/Member Title:
Officer/Member Passport No. *:
Date of Issue*:
Issuing Authority*:
Country Issued*:
Date of Birth*:
Address:
Telephone Number:
E-mail address:

<u>Required Copies for a Business (Only if payee is not an individual) – ALL information must be supplied for an entity to be registered</u>

- Proof of existence of business and active status ***(Normally from the Secretary of State or its equivalent)***

- Proof of Federal Employer Identification Number **

**** Note: If you do not have the IRS form that advised you of the tax identification number of this business, then a redacted copy of the first five pages (including signature page) of last U.S. Income Tax Return for the business will suffice to verify the tax identification number of the business. Please feel free to block out the income, expenses, tax numbers and any other information that is not relevant to verifying the tax identification number of the business. We apologize that this information is necessary, but it is required under the Patriot Act and related regulations.**

- Passport Photo and first page (in color), including signature page

***If the Principal Business Owner is the same person listed in the Personal Information on Individual or Principal Business Owner section hereinabove, it is not necessary to provide an additional copy of your passport.**

ADDENDUM TO PAYMASTER AGREEMENT

USDT TO USD FIAT CONVERSION COSTS

This Addendum is incorporated into and made a part of the Paymaster Agreement. In the event that any Funds are received, transferred, or held in USDT and are required to be converted to United States Dollars (USD) fiat currency, the Client acknowledges and agrees that the cost of such conversion is estimated to be approximately +/- 1.0% to 1.5% of the amount converted. All such conversion costs shall be paid and borne solely by the Client and may be deducted from the Funds prior to disbursement. The Client further acknowledges that the actual conversion cost may vary within or around this range based upon market conditions, liquidity, exchange or platform rates, spreads, transaction size, banking charges, and other costs associated with the conversion.