

## NOMENEE AGREEMENT

Herewith the following agreement is made between:

**Martha Patricia Sanabria Rios**

- Nominee beneficial owner

- Nominee director

hereinafter referred to as "THE NOMINEE"

~~Marco Maria Roberto Marzaduri~~

VIOLETTA LABANCA

hereinafter referred to as "THE BENEFICIAL OWNER(s)"

regarding **EXPERTISE CONSULTING INC.**, registered in the **State of PANAMA** hereinafter referred to as "THE COMPANY".

1. THE BENEFICIAL OWNER, herein acting in her capacity as owner of all issued shares of THE COMPANY confirm(s) that THE NOMENEE has/have been appointed as member of the Board of Directors and/or Officers of THE COMPANY for one (1) year, with a compensation of 300 EUR/per year.

2. THE BENEFICIAL OWNER, herein acting in her capacity as owner of all issued shares of THE COMPANY confirm(s) that THE NOMENEE has/have been appointed as NOMINEE BENEFICIAL OWNER of THE COMPANY for one (1) year, with a compensation of 300EUR/per year.

3. THE BENEFICIAL OWNER(s) and NOMINEE agree to the following:

a) **THAT** THE NOMINEE hold(s) such position strictly and solely as nominee and has/have no direct or indirect beneficial interest in THE COMPANY.

b) **THAT** NOMINEE shall act only on the written instructions of THE BENEFICIAL OWNER(s) or persons authorized by THE BENEFICIAL OWNER(s), subject only to proof of identity and undertaking that such action(s) are fully in keeping with the laws and regulations of the applicable jurisdictions. These written instructions can be issued by electronic mail, fax or any other electronic instrument and sent only trough NTL TRUST, Panama.

c) **THAT** THE BENEFICIAL OWNER(s) solely completely indemnify/indemnifies THE NOMINEE against all and any consequences, any and all liabilities of every nature and kind, law suit and/or damages which might occur to him/them as a result of the acts performed by THE DIRECTOR(s) in his/their capacity of officer(s) and/or director(s) and/or NOMINEE BENEFICIAL OWNER of the COMPANY, as a result of instructions given by THE BENEFICIAL OWNER(s).

4. THE BENEFICIAL OWNER(s) and THE NOMINEE agree to the following:

a) **THE DIRECTOR (S)** agrees and accepts that all the information provided by **THE BENEFICIAL OWNER (S)** in conformity with this agreement or information that **THE NOMINEE** gathers during

*the execution of this agreement is confidential and property of THE BENEFICIAL OWNER (S), so*

*BARI, Violetta Labanca*

**THE NOMINEE** is obligated not to utilize for any other purpose different that the one permitted or required for the execution of the obligations contained herein. Each party agrees not to reveal or provide information given by the other to any third person, with the exception of any affiliate, subsidiary that are obligated to keep the information confidential and so be formalized in writing; the employees that in the course of the execution of this contract have a necessity to know, with the condition that such employees are subject to retain the confidentiality of the information in the terms stipulated in this agreement and so be formalized in writing; and third persons that act as agents of **THE NOMINEE**, as necessary for **THE NOMINEE** to provide the services agreed in this Contract to **THE BENEFICIAL OWNER (S)**, with the condition that such agents are obligated to retain the confidentiality of the information and be previously approved in writing by **THE BENEFICIAL OWNER (S)**. Each party agrees to take reasonable measures, including, without limitations, those utilized to safeguard their own confidential information in hopes to avoid any divulgence of such information by employees, agents or third parties. **THE BENEFICIAL OWNER (S)** in any case will divulge to any third person the contents of any bill/documents of collection that receives from **THE NOMINEE**. Nothing stipulated in this document will prevent that any of the parties reveals information to third parties, when such information is or will be of public domain without fault of that party; be it that such information is received through a third party or provided by said person without similar restrictions to the rights of that third party; be that such information is developed independently by third parties; be it that is divulged to the public in accordance with law requirements; If any of the parties contracts another person to help in the execution of the present agreement or transfers any portion of his responsibilities or obligations under the present Agreement to another person, the assigner will be responsible that the assignee is obligated and fulfils with the obligation to maintain the confidentiality of the information. In any case, every person or companies hired to the ends before indicated and that are particularly and directly involved in the provision of the services to **THE BENEFICIAL OWNER (S)** or in some way have access to the information contained in boxes or archives of **THE BENEFICIAL OWNER (S)** must have written authorization from the latter.

b) **THE BENEFICIAL OWNER (S)** releases **THE NOMINEE** of any and all responsibility or liability in case a Judicial Order to disclose information contained in this agreement or on any written file, electronic or of any other kind is presented to **THE NOMINEE** by the Judicial Authorities of the Republic of Panama.

c) **THE BENEFICIAL OWNER (S)** declares that the corporation will not be used for money laundering, terrorist activities, receiving proceeds of drug trafficking, trading in arms, munitions or other weapons, child pornography or for any purpose which is illegal under international laws, the law of the place of incorporation, management or the place where corporation has its domicile and

further accepts that **THE NOMINEE** terminate their tenure without any prior notice.

*Beri, Violencia Leberce*

d) THE BENEFICIAL OWNER (S) hereby acknowledges that if the renewal fees are not paid, this agreement will be terminated with immediate effects.

e) THE BENEFICIAL OWNER (S) hereby acknowledges that any request of services or acting in the name of THE COMPANY by the nominee may have additional cost in agreement between the parts.

f) THE BENEFICIAL OWNER (S) hereby acknowledges that this agreement will be terminated automatically should the company be engaged in any form of scandal, fraud or criminal behaviour or activity that hinders in any way or form the integrity and good name of the nominee shareholder, its agents, affiliates, subsidiaries, employees, directors and shareholders.

Date:

Signature (s) of Beneficial Owner(s):

*Violetta Lobence*

Signature (s) of Nominee:

*[Handwritten Signature]*



La sociedad, MORRIS & RUSSELL GLASSCO C. Sociedad Pública Constituida en el Circuito de Panamá, con OJOS de Panamá, en el Distrito de Panamá, C.R.

OPORTUNIDAD

Que la (i) firma (s) anterior (es) se (n) ha (n) autorizado (n) como (s) ve (n) el presente contrato, fecha (s) firma (s) o (s) se (n) autentica (n)

*[Handwritten Signatures]*  
10460



APOSTILLE

Convention de La Haye du 5 octobre 1961:

- 1. País: PANAMÁ
- 2. El presente documento Público
- 3. No sido firmado por *Violetta Lobence*
- 4. quien actúa en calidad de: *notario*
- 5. y está revestido del sello/timbre de: *notario público*

CERTIFICADO EL AGO 2017.

- 6. EN PANAMÁ 6. el *[blank]*
- por DIRECCIÓN ADMINISTRATIVA
- 7. Bajo el número: *2017-29303*

*[Handwritten Signatures]* 10 Firma *[Signature]*



Esta Autorización no implica responsabilidad en cuanto a...