

ENGAGEMENT AGREEMENT

RE: _____.

Thank you for choosing Teton Corporate Services, Inc. as the Registered Agent in Wyoming for your company. This Engagement Agreement addresses the nature and scope of our duties to you and of your duties to us.

Responsibilities of Client

For us to adequately perform our duty of immediate notification, it is vitally important that you always keep us informed of your address and location. Furthermore, Wyoming law requires you to always keep us informed of your address and location and, if your company is a Wyoming corporation or LLC, the names and addresses of corporate directors and officers, or LLC managers. Your obligation to us requires the following:

Wyoming law requires that you notify Teton Corporate Services, Inc. of changes of officers, directors, managers and addresses within 60 days of those changes during the first year of your company's existence or at the time the Wyoming annual corporate report is due. However, for us to notify you of any process served on your company, we require that you notify Teton Corporate Services, Inc., of any address change and give to us your exact new address on or before the time the move actually occurs.

Responsibilities of Teton Corporate Services, Inc.

So long as we always know your location, Teton Corporate Services, Inc. will notify you within 72 business hours after our receipt of any legal process in which your business entity has been named a party. We will forward the pertinent documents to you at the address you have provided to us by FedEx, United Parcel Service or another postal service. If you have given us a fax number, we will also fax the documents to you within the stated time period. If you have so instructed us, we will also notify the attorney who created the business entity for you.

Our duties do not include answering or in any manner getting involved with the court litigation. We provide you with the notification, and once you receive the documents from our offices, it is your responsibility to respond or otherwise proceed with the

lawsuit. If you have not provided us with a valid address for you, our contractual obligation to notify you is null and void, and we have no further responsibility to serve you in any way.

Basic Fee

Our fee for being the registered agent for your company shall be \$175.00 annually. This fee shall be due and owing on each anniversary date when you retained us to be your registered agent. If we do not receive the annual fee within 15 days of your anniversary date, Teton Corporate Services, Inc., reserves the right to resign as the registered agent for your business entity. In Wyoming, the absence of a registered agent will place your company in noncompliance with the state business entity laws.

Process for Handling Disputes

You have the right to terminate our services at any time by notifying us in writing. If services are terminated, you will be liable for the services performed and other charges incurred through the date of our receipt of the termination notice.

We have the right to terminate our services if we discover that you have not given us valid addresses, if you fail to respond to requests for updated information, or if the annual fee has not been paid when due.

Consent to Engagement

I authorize Teton Corporate Services, Inc. to be the registered agent on behalf of _____
_____.

I represent to Teton Corporate Services, Inc., that I have full authority to contract on behalf of _____.. I acknowledge that the contents of this Agreement are understandable.

(company name)

(person authorized to sign)

Date: _____

Teton Corporate Services, Inc.

By: _____, Vice-President

Date: _____