

This Agreement Relating to the Principal Place of Business, referred to hereinafter as the “Agreement”, is made effective on [SPECIFY THE EFFECTIVITY DATE], by and between:

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation existing, formed, and registered under the laws of [SPECIFY THE STATE OF COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], maintaining its head office at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], referred to hereinafter as the “Corporation”.

**AND**

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation existing, formed, and registered under the laws of [SPECIFY THE STATE OF COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], maintaining its head office at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], referred to hereinafter as the “Agent.

As parties to this Agreement, the aforementioned companies, shall hereinafter be referred to as the “Parties”.

WHEREAS, [SPECIFY THE NAME OF THE COMPANY], the Corporation, desires to conduct its business at [SPECIFY COMPLETE ADDRESS OF THE PROVINCE, STATE AND COUNTRY], and in that regard, apply for a license to conduct such business therein, pursuant to the laws, rules and regulations of [SPECIFY THE COUNTRY OR STATE], specifically under [SPECIFY THE LEGISLATIVE ACT], hereinafter referred to as the “Act”.

WHEREAS, the Act requires that the Corporation shall maintain a principal place of business for the conduct of its business operation in the [SPECIFY THE COUNTRY OR STATE].

WHEREAS, [SPECIFY THE NAME OF THE COMPANY], the Agent, have come to an agreement with the Corporation, to have its address at [SPECIFY COMPLETE ADDRESS OF THE PROVINCE, STATE AND COUNTRY], be used as the principal place of business of the latter with respect to the conduct of its business for the purpose of complying with the rules and regulations set forth under the Act.

Now, therefore, in view of the foregoing premises, the terms, conditions, representations, warranties, indemnities, covenants and consensus contained in this Agreement, with the manifest intention to be legally bound hereto, the following has been agreed by the Parties:

**GRANT OF USE**

The Agent in this Agreement expressly gives its consent to have its address at [SPECIFY THE COMPLETE ADDRESS] be used as the principal place of business of the Corporation for the sole and exclusive purpose of serving any court summons, subpoena, orders, writs, and other court processes and legal documents in relation to any suits and proceedings for or against the Corporation, or any administrative proceedings or investigations, such as the grant, renewal, revocation or suspension of its license to operate its business, in relation to the provision contained in the Act. Any affiliate of the Corporation may use the address for the same purpose, provided, that the Agent shall be duly notified by the Corporation regarding the use by the said affiliate [NUMBER OF DAYS] days prior to the actual use of the said address. The use of the Affiliate of such address shall not be subject to a separate assessment of consideration, unless an amended or supplemental agreement to that effect has been executed to by the Parties.

**WARRANTIES AND REPRESENTATIONS**

The Agent warrants the following matters to the Corporation:

1. That it is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION ARE REGISTERED].
2. That the address which shall constitute the principal place of business of the Corporation duly exists in fact and in law.
3. That there are no existing claim on the use of such address, whether or not under the same kind or nature with this Agreement that would be prejudicial to the rights vested to the Corporation under this Agreement?
4. That in case of a new legislation passed that shall alter the names or figures contained in the address, the Agent shall take the necessary steps to effect such change in all the documents relating to this Agreement.
5. All tax returns required to be filed and all taxes due in respect to the subject matter which pertains to and is chargeable to the Agent has been duly filed and paid for by the Agent, and no outstanding regulatory assessments remain payable at the effective date of this Agreement.

The Corporation warrants the following matters to the Agent:

1. That it is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION ARE REGISTERED].
2. That the business in which the Corporation is engaged in is lawful.
3. That upon execution of this Agreement and thereafter, the Corporation shall not engage in any unlawful business or shall cause the use of the address, whether directly or indirectly, for any unlawful purpose.
4. That the Corporation shall not use the address for any other purpose other than that stipulated under this Agreement.
5. All tax returns required to be filed and all taxes due in respect to the subject matter which pertains to and is chargeable to the Corporation has been duly filed and paid for by the Corporation, and no outstanding regulatory assessments remain payable at the effective date of this Agreement.

**TERM OF USE**

This Agreement will continue until [INSERT THE DURATION OF THE AGREEMENT]. Within the period, the terms and conditions set forth in this Agreement will continue to have a legal binding force and effect between the agreed Parties unless earlier terminated by the Parties. The Agent shall have the reserve right to an early termination this agreement with or without cause, provided that the Corporation is given [NUMBER OF DAYS] prior to actual cancellation or termination of such desire of the Agent. Failure on the part of the Agent to give such notice is prejudicial to this right to exercise his reserved right to an early termination or cancellation.

**CONSIDERATION AND PAYMENT**

The consideration given by the Corporation to the Agent shall be paid in [SPECIFY THE NUMBER OF INSTALLMENTS DESIRED] equal installments with an interest of [SPECIFY THE INTEREST RATE] per month on the balance due. The payment shall be deposited on the account of the Agent which the latter shall furnish the Corporation immediately after the execution of this Agreement. Tender of payment by the Corporation in any other means shall not be considered as valid payment, unless, the approval of the Agent had first been obtained.

**NON-DISCLOSURE TO THIRD PARTIES.**

sent to The Agent shall not disclose the confidential information to any person in relation to any summons, subpoenas, writs, orders, judgments, or other court processes or legal documents the above-mentioned address pertaining to the Corporation. The Agent shall, at all times, safeguard the confidential information. Any request of information made by a third person with respect to summons, subpoenas, writs, orders, judgments, or other court processes or legal documents and other confidential information shall immediately be made known to the Corporation, and such request shall only be approved upon consent of the Corporation. The verbal approval of the Corporation with regard to such respect shall be reduced in writing which must be furnished by the Corporation to the Agent within [NUMBER OF DAYS] days from the date such verbal approval was communicated by the Corporation to the Agent. The Agent shall undertake to promptly notify the Corporation of any request summons, subpoenas, writs, orders, judgments, or other court processes or legal documents and other confidential information made by any regulatory agency, tribunal, court or other governmental body with respect to any legal proceedings or investigations.

**LEGAL OBLIGATION**

The Parties reserve the right to take any legal action to which it may be entitled in the event of any violation of the terms and conditions of this Agreement or breach of any warranties or representations, in whole or in part, whether directly or indirectly committed. The Parties, hereby, acknowledge such reservation of rights between them with respect to any actions that may arise for or against each other in connection with this Agreement.

**TAXES**

During the course of this Agreement between the Agent and the Corporation, the [INSERT THE PARTY WHO WILL PAY THE TAXES INCURRED IN THE COURSE OF THE BUSINESS] will pay the imposed taxes. However, taxes that may specifically refer to the Agent which do not arise out of or are not related to the execution of the terms and conditions of this Agreement shall be paid for exclusively by the Agent.

**DEFINITION OF TERMS**

“Principal Place of Business”, for the purpose of this Agreement shall mean, the place where all legal documents and court processes, in relation to the business of the Corporation shall be addressed, which includes but is not limited to, summons, subpoenas, writs, orders, judgment, pleadings, and other papers of documents of similar nature.

“Affiliate”, in relation to a party in this Agreement, shall mean any corporation, partnership, firm, association, person or other juridical entities which is controlled by such party, but only insofar as such control is present. There shall be such control when such party owns, or directly or indirectly controls at least fifty percent (50%) of the common stocks of such corporation, or any other stock, which has provided under its Articles of Incorporation, has the power to vote in the election of its Board of Directors; or in cases where such party possesses the power to direct the affairs or business of the corporation, including the determination of its business policies.

“Confidential Information” shall mean any information with regards the business of the Parties, including technical information, disclosed by Parties or any of its affiliates to the other. It shall include the summons, subpoenas, writs, orders, or other court processes and legal documents addressed to the Corporation. Confidential Information shall also include any of the terms and conditions in this Agreement. Exhibits, demonstrations or samples shall have come under the purview of confidential information once communicated to the other party. Confidential information shall also include business information and technical information disclosed by the representatives of the Parties to the other, whether verbally or in writing, which includes but not limited to, marketing plans, business strategies, financial statements and records, contracts with third parties, customer and supplier lists, list of company officers and employees, current and future products or processes, trade secrets, that the receiving party has, in good faith, reasonable belief to consider as confidential in nature and would likely to prejudice the disclosing party in any way whatsoever.

However, the following shall not be considered as Confidential Information:

1. Information known to the receiving party prior to disclosure of the other party by means of publications or other documents and written records that were lawfully acquired by the receiving party;
2. Information forming part of the public domain, or those that are made available to the trade or public, through lawful means, prior to receipt of such information by the receiving party;
3. Information that are not subject to any confidentiality restrictions, received by the party in good faith, from any other third party; and

“Effective Date” shall mean the date the parties have executed this Agreement.

**DISPUTE RESOLUTION**

If within [NUMBER OF DAYS] days, disputes, claims, or controversy that is unable to be resolved between the Parties, such dispute, claim, or controversy may be referred to arbitration. Notwithstanding the significance or weight thereof, the amount in dispute or whether such dispute would otherwise be considered legitimate or permissible, or ripe for resolution or cognizance by any court or arbitral tribunal, all disputes hereunder shall be settled primarily by arbitration. The finality of the judgment, order, resolution or decision the arbitration is a condition sine qua non to the filing of the dispute or claim in the proper court. The proper court shall refer to the court having jurisdiction over the dispute or claim in the respective countries or states of the parties. The arbitration rules shall be governed by the rules of the arbitration. The parties may, nonetheless, allow the liberal application of such rule of they so agree in writing, provided further, that such agreement is not in contravention of any statute or laws of the country where such arbitration shall take place.

The construction and interpretation of the terms and conditions of this Agreement shall be governed by the laws of [COUNTRY OR STATE].

**SEVERABILITY**

Should any of the provision, terms and conditions, warranties and representations, and other recitals contained in this Agreement be rendered by competent authority to be illegal, invalid or unenforceable, the remaining provision of this Agreement shall not be rendered illegal, invalid or unenforceable, provided that the remaining provision can stand alone and continue to embody the intention of the parties and purpose of this Agreement.

**MISCELLANEOUS**

The terms and conditions herein set forth shall be binding on the parties, heirs, successors in interest, assigns and affiliates. Amendments to this Agreement may be made by the Parties through a proper amendment thereto or through a supplemental agreement which shall be attached to or annexed with this Agreement. Reformation of the Agreement shall only be made by a proper proceeding before the proper court with due notice to the parties.

IN WITNESS WHEREOF, on the date hereunder set forth as the effective date of this Agreement, the Parties, through their duly authorized representatives, upon affixing their respective signatures, have caused the execution of this Agreement.

[COMPANY NAME]

Name of representative:

Signature:

Date:

[COMPANY NAME]

Name of representative:

Signature:

Date: