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## Terms of Service

We take great pride in representing you. This letter serves to confirm the terms and conditions of that representation.

**Services to be Performed by the Firm.** Blake Harris Law (“Firm”) will provide the legal services listed below.

1. Cook Islands Trust
2. Nevis LLC
3. Affidavit of Solvency
4. Asset Protection Supplement
5. Funding Templates for Trust Property Transfer
6. Memorandum on completing IRS and FinCEN reporting requirements
7. Offshore Bank / Brokerage Account Opening by Trustee
8. Initial Bank / Brokerage Gift to Trust
9. Introduction to Trustee, Protector, and other members of our global network, as well as access to our discounted rates

Our representation includes the foregoing tools and related legal advice.

**Initial Fee:** \$40,000. The initial fee covers the following:

- \$20,000 Blake Harris Law Initial Engagement Fee
- \$10,000 Nevis LLC
- \$6,000 Initial Trustee Fee (Onboarding, Year 1 Annual Fee, Bank Account Opening Fee, Initial Bank/Brokerage Gift to Trust)
- \$1,800 Protector Fee (Onboarding \$800, Year 1 Fee \$1,000)
- \$1,200 Blake Harris Law (Year 1 Annual Fee) Includes:
  - \$900 LLC Annual Renewal Fee
  - \$300 Annual Tax Reporting Filing for LLC

Due to the nature of our services and the time reserved to complete your legal documents, our legal fees are considered “earned upon receipt” and non-refundable, ensuring availability of our agreed upon general timetable or priority schedule, our commitment to not represent parties whose interests may be adverse to your interests (including those who might otherwise wish to retain our services to proceed against your planning structure), and access to our global network of trust companies, protectors, CPAs, attorneys, investment advisors, and bankers.

**Annual Fee:** \$8,000. This mandatory fee is paid annually on the anniversary of the start date of your plan, and covers maintaining your plan, as well as our ongoing advice to you and your advisors. Our clients have confirmed this level of access provides great comfort and security and

allows us to develop a much deeper, richer relationship than does a typical hourly billing structure. Specifically, your annual fee includes the following additional services:

- \$3,800 Annual Trustee Fee
- \$1,000 Trust Protector Fee
- \$3,200 Annual Law Firm Fee
- You have access to our global network of Trust Companies, Protectors, CPAs, Attorneys, Investment Advisors, and Bankers.
- We are available to conduct annual reviews of your plan to ensure it remains up-to-date and reflective of relevant changes in family, business, or financial circumstances.
- We also provide ongoing assistance and guidance through the process of funding and maintaining your planning structure. However, completing the transfer of assets into the trust and LLC is your responsibility.

Payments not made within thirty (30) days of the date of billing will be subject to additional charges, and interest will be applied to the balance at a rate of nine percent (9.0%) per year. In addition to the fees stated above there may be other fees associated with creating and maintaining your trust. The estimated fees for these services are outlined in Schedule A.

**Timeline.** Provided you promptly respond to all requests for information, a trust can typically be established in under thirty (30) days. Once your trust has been established, a bank account can usually be opened within another fifteen (15) to sixty (60) days, depending on which bank you select. In some circumstances, this process can be expedited.

**Federal Reporting Requirements.** IRS and FinCEN Reporting Requirements: When establishing an offshore trust, LLC, or when opening an offshore bank account, there are several IRS and FinCEN reporting requirements you are required to complete on an annual basis, which you are solely responsible for. We do not handle any of these reporting requirements, however, we would be happy to refer you to a CPA. Non-U.S. citizens may be subject to reporting requirements in their home country. Beneficial Ownership Reporting: Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Your offshore trust and any offshore companies we may form for you (unless registered to do business in a state or doing business in a state) are not subject to the BOI reporting requirements.

**Notice of Applicable Transfer Fees or Taxes.** You are on notice that your state or local government may assess a realty transfer tax on the transfer of any real property into the protective entities that are being created on your behalf. You understand it is your responsibility to consult with appropriate real estate and tax counsel to determine what, if any, realty transfer taxes, capital gains taxes, or step-up in basis issues may arise because of these transfers. You further understand and agree these fees and taxes are not controlled by or covered by the legal fees paid to the firm. Non-U.S. persons are strongly advised to consult with local tax counsel to ensure compliance with applicable tax laws and regulations in their jurisdiction. Further, any transfer of real estate will require preparing, executing, and recording a new deed. Deeds must be in recordable form in the jurisdiction where the property is located and deed preparation should be done with the assistance of a real estate attorney. We do not prepare deeds and we do not take responsibility for any work completed by outside service providers. Finally, if your property is encumbered by a mortgage, a

transfer may trigger a default under the terms of the loan documents. As an alternative to transferring real estate into your trust, you should consider selling or mortgaging your real estate and then moving those proceeds into your offshore bank account held by your trust.

**Mutual Responsibilities.** It will be the Firm's responsibility (i) to perform the legal services called for under these terms of service, (ii) to take reasonable steps to keep you informed of the progress and development of your planning, and (iii) to respond promptly to your inquiries and communications. It will be your responsibility to cooperate fully with the Firm, among other things, this includes promptly providing us with relevant information and documents, and by making yourself reasonably available. Furthermore, it will be your responsibility to keep us informed of any developments relating to our representation as well as your current contact information. You will be exclusively responsible for (i) providing us with any factual information and materials that may be necessary for us to perform the foregoing legal services, (ii) conducting yourself with professionalism and courtesy when interacting with any member of our staff or third party whom we introduce you to, (iii) remaining a client in good standing by timely paying the initial and annual legal fees required for our continuing representation and maintenance of your plan, and (iv) inform the Firm prior to engaging us of any past criminal charges or convictions, pending litigation, or other matters which may prevent you from being onboarded with a trust company or opening a bank account, and keep us informed if criminal or civil charges are commenced after hiring our firm. The trust company may deny acceptance of any individual or entity at its sole discretion based on factors including, but not limited to, involvement in money laundering, securities fraud, financial crimes such as embezzlement, terrorist financing, illegal drug distribution or trafficking, organized crime associations, violations of economic sanctions, and unverifiable sources of funds. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters, business management, or related non-legal matters and advice. You also acknowledge we are not responsible for investigating the character or credit of persons with whom you may be dealing. If at any time during this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw by sending you an email or by sending you a certified letter to your last known address.

**Additional Matters.** Should we, at your request, perform legal services on other matters for you, the terms and conditions set forth herein will apply to such other matters unless otherwise agreed in writing. We reserve the right to require a separate advance payment of fees and costs on each new matter you request we handle.

**Joint Representation.** If you are married and want to be jointly represented, you acknowledge that we cannot advocate for either of you against the other. Furthermore, we will not be able to keep information confidential between the two of you. Should a disagreement arise between the two of you, we may be forced to or elect to withdraw and each of you may need to hire separate counsel.

**File Retention and Destruction.** You acknowledge our firm does not accept paper files. It is your responsibility to provide all necessary files as an electronic copy. We maintain the right to retain an electronic copy of your legal files, however, we make no guarantee we will continue to maintain any of your files after the conclusion of representation. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files. We reserve the right to have a third party assist with any tangible mail we receive.

**Disclaimer of Guarantee.** It is specifically acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful outcome of our representation. All of this law firm's expressions relative to your situation are limited only to estimates based upon our experience and judgment and are only our opinions. Such expressions should not be considered representations, promises, or guarantees of results that might be obtainable by any court or government body. You also acknowledge we cannot guarantee you will be accepted by a trust company; however, we do have a very high success rate of getting clients approved with a trust company.

**Third-Party Service Providers.** In the course of providing legal services, we may introduce or refer you to external service providers such as trustees, protectors, banks, CPAs, attorneys, or other professionals. These providers are independent of the Firm, and we do not control, supervise, or guarantee the quality, reliability, or outcome of their services. You acknowledge that your engagement with such third parties is at your own discretion and risk, and the Firm shall not be liable for any act or omission by any referred or introduced party.

**Disputes.** Any controversy, claim, or dispute in the course and scope of the attorney-client relationship or arising out of or relating to these terms of service or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these Terms of Service to arbitrate (the "Dispute"), shall be determined in Miami, Florida before a sole arbitrator, in accordance with the laws of the State of Florida for agreements made in and to be performed in Florida. "Disputes" shall include, without limitation, those involving fees, costs, billing, claims of professional negligence, malpractice and breach of contract, ethical or fiduciary duties. The binding arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitrator shall, in the Award, allocate all costs of the arbitration, including the fees of the arbitrator and the reasonable costs and attorneys' fees of the prevailing party, against the party who did not prevail. Judgment on the Award may be entered in any court having jurisdiction.

**Termination of Services.** You have the right to terminate our services at any time. However, the termination of services, whether by you or by us, shall not relieve you of the obligation to pay us for services rendered and costs advanced prior to termination. When our services conclude, such charges become immediately due and payable. You agree that if any fees and costs billed to you are not paid in a timely manner, we may withdraw as counsel at any time. You understand that our withdrawal may cause your planning to become ineffective.

**Propriety of Transfers; Full Disclosure.** Any asset transfers must not be done with an intent to hinder, delay, or defraud creditors entitled to protection under applicable fraudulent transfer law, and asset transfers that may be made must not render insolvent (whether on the basis of assets less liabilities, or on the basis of your remaining ability to pay your reasonably anticipated debts as they become due). The planning will be approached and designed with these principles in mind, focusing on protection against future potential claimants and creditors. You acknowledge and confirm that you are not contemplating filing for relief under applicable provisions of the U.S. Bankruptcy Code, and you do not believe any such filing to be reasonably likely in the foreseeable future. During our work together, it will be extremely important for you to make full disclosure to us of all relevant financial information. This includes, without limitation, the pendency or threat of any legal claim or liability. By consenting below, you acknowledge this obligation and understand that failure to meet this obligation may result in our resigning as counsel, either during

our current services or at such other point in the future as relevant information may become known to us. By consenting below, you also agree to indemnify and hold the Firm and its employees and successors harmless of and from any claim, cost, or liability one or more may suffer by reason of being involved in your planning.

**Production Requests; Indemnity.** If our firm receives a request from a third party (including a subpoena, summons, or other form of discovery demand) requiring the production of privileged, confidential, and/or work product information (“Protected Information”), then our firm will promptly notify you. Under the law, Protected Information belongs to the client, and it is up to the client whether to assert or waive any privilege or the like. If you instruct our firm in writing to assert the protected status of such information, then we will do so. We agree that any time charges or costs we incur (including attorney fees, whether internal or external to our firm, court costs, and any other costs imposed or incurred whether by way of penalty or otherwise) as a result of your assertion of information as being Protected Information, or as a result of our responding otherwise to such third party request(s) (including without limitation if we are subpoenaed to give deposition or examination testimony), will be properly chargeable to you under this engagement letter.

**Force Majeure.** The Firm shall not be liable for any delay or failure to perform its obligations under these Terms of Service due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, cyberattacks, natural disasters, pandemic, epidemic, labor disputes, supply chain disruptions, or the failure of third-party service providers. In the event of such force majeure, the Firm’s obligations will be suspended for the duration of the event, and it will make reasonable efforts to resume services promptly thereafter.

**General.** The financial provisions hereof and provisions related thereto will survive any termination of our engagement and any termination of the attorney-client relationship. The headings used in this letter are for ease of reference only and are not intended to be interpretive in nature.

**Confidentiality.** Our firm is committed to maintaining the highest standards of confidentiality and safeguarding the sensitive nature of our professional relationship. Both parties agree not to post or disclose any details about our relationship, the services provided, or any confidential matters related to the engagement on any public platform or online forum, without prior mutual written consent. This obligation of confidentiality shall survive the termination of the representation or engagement.

**Client Review of these Terms of Service.** You have a right to have these Terms of Service reviewed by another law firm prior to consenting. Likewise, you have the right to review these Terms of Service outside the presence of this law firm and away from the Firm’s office prior to consenting. You understand this law firm is not retained until the Terms of Service are agreed to, the Firm together with the corresponding payment. If you have any questions or concerns about these Terms of Service, please contact us immediately.

By proceeding you confirm that you have read these Terms of Service, understand its provisions, and agree to abide by them.

UPON SUBMITTING PAYMENT WE WILL SEND YOU THESE TERMS OF SERVICE VIA DOCUSIGN FOR YOU TO EXECUTE.

## **Schedule A**

In addition to the fees stated above, there may be other fees associated with creating and maintaining your asset protection plan. The estimated fees for the primary offshore trust company we use for these services are outlined below. There may be some variation in the fees, depending on which trust company is ultimately selected. We have attempted to outline all the fees associated with creating your asset protection plan, however, we cannot guarantee it is an exhaustive list. Furthermore, this agreement does not cover the defense of any legal action brought against you, any litigation premium charged by a trust company, nor any IRS or FinCEN reporting requirements. This agreement does not cover the cost of any domestic or international banking fees. International banking fees are generally comparable to domestic banking fees. This fee does not cover the cost associated with mortgaging or equity stripping your real estate or other assets which may be required to effectively protect your assets.

- Hourly Trustee Fee, Professional \$375, Administrative \$200
- Hourly LLC Agent Fee, Professional \$375, Administrative \$200
- Hourly Protector Fee, Professional \$250
- Distribution from Trust \$750
- Termination of Trust \$1,500
- Termination of LLC \$1,500

