

International Representative Office

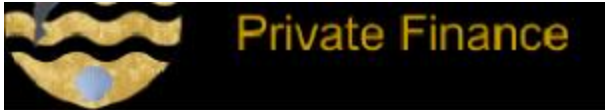
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CLIENT AGREEMENT – INTERNATIONAL FINANCE

1. AGREEMENT

- 1.1. This Agreement is made between the Client(s) who have signed this document, whose address(es) are recorded below, and St.James Private Finance, whose registered office is shown in paragraph 2.2 on the date shown below.

2. DEFINITIONS

- 2.1. **Client** – The applicants who have asked St.James Private Finance to provide financial services of any description.
- 2.2. **St.James Private Finance** – a trading name of Cyberspace Group Services Ltd., registered in the British Virgin Islands No: 391596 whose registered office is: Akara Building, 24 de Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands
- 2.3. **Initial Fee** – An advance fee which will be refunded by deduction from the arrangement fee on successful achievement of offer
- 2.4. **Arrangement Fee** – A fee charged for the issue of an offer of any financial services from a product provider or investor

3. GENERAL

- 3.1. These terms of business shall form the basis of all contracts between St.James Private Finance and the Client(s) whether in their individual, corporate or partnership capacity and will be binding equally upon the assigns, successors in title and heirs of such Client(s)
- 3.2. Any individual contracting under this agreement as Primary Client shall be jointly and severally liable for the performance of the agreement with other applicant(s) or the partnership firm or company which they represent when signing the agreement below.
- 3.3. St.James Private Finance will make every effort to achieve the objectives of the Client(s) whether stated or implied by whatever means appropriate to the Client(s) circumstances and will contract at its sole discretion with such third party service and facility providers as St.James Private Finance shall from time to time deem necessary without further reference to the Client(s).
- 3.4. No work will be carried out for any Client(s) unless there is a valid and effective Client Agreement signed before commencement, and that all fees and charges that are due before or at the date of such agreement have been paid.

4. CONFIDENTIALITY

- 4.1. St.James Private Finance will keep strict confidentiality with respect to the affairs of a Client(s) save for the necessary disclosure to third party service and facility providers of such information as St.James Private Finance shall deem appropriate.
- 4.2. Third party service and facility providers shall be bound by the same rules of confidentiality as shall bind St.James Private Finance.

5. FEES and CHARGES

- 5.1. After the initial meeting and feasibility discussion, an estimate of all fees and charges in connection with the application will be provided in writing before any work is carried out for the Client(s). The standard charge rate for St.James Private Finance professional services is €250 per hour or part thereof.
- 5.2. An Initial Fee will be payable to cover work done and time spent in data collection, study and review of data, client reporting, selection of Provider and processing of documentation for Provider or Investor presentations. All Initial Fees are strictly payable before any work is done on the application on behalf of the Client(s) and are not refundable unless an offer is achieved, in which case they are deducted from the arrangement fee charged at offer.
- 5.3. Any travelling and subsistence which is necessarily incurred by St.James Private Finance in the performance of the services provided will be documented and charged to the Client(s) account within 7 days from being incurred. These fees are not refundable in any case.
- 5.4. There may also be the requirement for payment of valuation fees, survey fees, report fees and any other fees charges and commissions which may be required by third party service and facility providers. These fees are payable on request by such providers.
- 5.5. In the case of work that is to be carried out on behalf of a Client(s) which involves the preparation of any reports surveys budgets or business plans, stage payments may be required from time to time, preceding a settlement payment which will be due on notification that the work is ready for presentation. Written estimates of all charges and rates of charge will be provided prior to work commencing.
- 5.6. An Arrangement Fee, the amount of which will be notified to the Client(s) before any formal application is made, is payable when an offer of facilities has been made by a Product Provider or Investor, whether verbal or written, conditional or otherwise. At St.James discretion this Arrangement Fee may be deducted from the initial advance from Lenders or Investors.
- 5.7. VAT (IVA) and IPT (Insurance premium Tax) will be charged where required by legislation and added to all invoices.

6. LENDER or INVESTOR COMMISSION AND FEE REFUND

- 6.1. If St.James Private Finance receives a commission or arrangement fee from a Lender or Investor for arranging a mortgage or other financial facilities, the amount of such fees or commissions will be declared to the Client(s) at the time of such payment. This ensures that there are no hidden costs for the Client in the arrangement of facilities. In the case of total fees received exceeding 2.5% of the total facilities offered, any excess will be refunded to the Client within 7 working days.

7. PAYMENT

- 7.1. The Client(s) hereby authorise St.James Private Finance to arrange for the deduction of any balance of any outstanding balance of fees and charges from any finance amount prior to disbursement to the Client(s) or any connected firm company individual or vendor.
- 7.2. A signed copy of this document shall serve as irrevocable authority to Banks, Lawyers, Finance houses and others to deduct fees as shown on the Mortgage Illustration and detailed in the St.James Private Finance Invoice from the Client(s) account or loan advance and remit them to St.James Private Finance by Electronic transfer within 2 working days from the date of receipt of a copy of such Invoice from St.James Private Finance.
- 7.3. The Client(s) agrees to pay all fees charges and disbursements in the invoice currency by Cheque, Cash, Credit Card or Electronic transfer to Cyberspace Group Services Ltd. account on presentation of invoice by fax, e-mail, SMS, post or personal delivery.
- 7.4. Account details are: RBSI, PO Box 151, 2 Victoria St., Douglas, Isle of Man IM99 1NJ Sort Code: **16-58-80** Account: **5880-58069652** SWIFT Code: **RBOSIMDX**, IBAN No: **GB74RBOS16588058069652** Account Name: **Cyberspace Group Services Ltd.**

8. EXCLUSIVITY and NON-CIRCUMVENTION

- 8.1. St.James Private Finance will use its best endeavours to achieve the objectives of a Client(s) within a period of ninety days following the execution of these terms of business or such extended term as may be subsequently agreed either orally or in writing.
- 8.2. An extended term of a further ninety days will automatically be created if any application is being reviewed by a product provider at the end of the first ninety day period.
- 8.3. By executing this Agreement the Client(s) undertakes not to attempt any circumvention of St.James Private Finance by any approach whether direct or indirect to any firm company or individual which has been approached recommended or instructed by St.James Private Finance in the course of their negotiations held on behalf of the Client(s).
- 8.4. To avoid problems arising from credit reference agencies, during this ninety day period or such extension as may be granted under the terms of this agreement the Client(s) undertakes that they will not instruct any other firm company or individual to perform the same or similar tasks as those assigned to St.James Private Finance under this Agreement, nor shall they continue with any other applications that may have been prepared or submitted before the date of this Agreement.

9. RESPONSIBILITIES of the CLIENT

- 9.1. To co-operate with St.James Private Finance their associates and agents to the best of their ability and to provide freely all documents accounts and materials which St.James Private Finance shall require in connection with the preparation of the application.
- 9.2. To pay all fees charges and disbursements as and when requested whether orally or in writing.
- 9.3. The Client(s) agrees to provide all information which has been requested and warrants that such information is true and complete in every respect and that nothing material to the transaction shall have been withheld or hidden.

10. TERMINATION of AGREEMENT

- 10.1. This Agreement shall only be subject to termination by the default of either party to the Agreement by the achievement of the Client(s) objectives. Cancellation will not be allowed during the period allowed under section 8.1 or 8.2.
- 10.2. If St.James Private Finance shall be unable to achieve the Client(s) objectives within the period allowed under section 8.1 or 8.2 the Client(s) shall advise St.James Private Finance in writing by fax e-mail or post that they wish to cancel the Agreement.
- 10.3. All payments made to St.James Private Finance for fees charges disbursements commissions or other reasons in connection with this agreement shall be non-refundable in all circumstances.
- 10.4. If termination of this Agreement is due to any act omission failure to act or default of the Client(s) then all fees charges and disbursements that would have been payable for successful achievement of Client(s) objectives shall become immediately due and payable together with interest on any outstanding balance from the date of such termination at the rate of 1% per month or 1% over the current monthly EURIBOR rate, whichever is greater.
- 10.5. The amount of such fees charges and disbursements shall be calculated by reference to the most recent financial illustration or application for facilities which shall have been produced for the Client(s) before the date of termination or in all other cases at the standard rate of €250 per hour plus costs.

11. JURISDICTION and LANGUAGE

- 11.1. This Agreement shall be governed by the laws of the country in which the Client(s) is legally resident and any action taking place as a result of this Agreement shall normally take place in the Courts of such country.
- 11.2. In the case of any dispute about jurisdiction, St.James Private Finance or its lawyers shall be entitled to choose which courts may be used on the basis of Client(s) asset location and Lender location.
- 11.3. The language of St.James Private Finance is English and if it is required that any of the documentation associated with this application or any subsequent action associated with such application shall be translated into another Language, the Client(s) hereby agree that the cost of such translation and/or representation by a translator shall be borne by the Client(s).

12. VALIDITY

- 12.1. This Agreement is valid as presented subject to acceptance by the Client(s) and St.James Private Finance on signing hereof. This Agreement supersedes any and all other agreements between parties whether written verbal actual or construed.

13. AGREEMENT

I/We, the Clients(s) have read, understand and agree to be bound by the above clauses and conditions in all respects

Primary Client Name: _____ (signing for all Applicants)


Authorised Signatory of: _____ Position: _____

Passport No (Pasaporte) / NIE / DNI / NIF: _____

Signature (Firma) _____ Date (Fecha) _____

Witness Signature: _____ Passport No (Pasaporte) / NIE / DNI / NIF: _____

Witness Name: _____ Address: _____

Signature (Firma) St.James Private Finance  Authorised Signatory