

2021

Fibonacci 1123, PMA
International Registered Agent for

Alive & Well

An entity registered and authorized to do business within the metes and bounds and seaward boundaries of The United States of America





Fibonacci 1123, PMA

Rural Route 1
NAC: 560FQ NN31W
The United States of America

Office hours: Monday - Friday 8:30 - 7:00 UTC-8
Website: <http://fibonacci1123.com>
Email: contact@fibonacci1123.com

Fibonacci 1123, PMA

International Registered Agent



Dear **David Alan Stacker, Trustee**,

It is our pleasure to welcome **Alive & Well** to Fibonacci 1123, PMA and hope that you will find great value in the International Registered Agent services that Fibonacci 1123, PMA will provide;

The following is a summarization of the International Registered Agent Service and relevant information:

Fibonacci 1123, PMA takes responsibility to:

- **Receive** any Service of Process, notice, or demand that is served on Alive & Well as the International Registered Agent for Alive & Well;
- **Forward** such to Alive & Well; and
- **Immediately notify** Alive & Well and submit a statement of resignation to the Secretary of State for The United States of America **if** Fibonacci 1123, PMA resigns;

The address MUST NOT be used as a general business/mail forwarding address. Only official legal correspondence will be forwarded, and any other mailings to the International Registered Agent may result in additional fees;

Fibonacci 1123, PMA accepts Service of Process for Alive & Well at the following address:

Fibonacci 1123, PMA
NAC: 560FQ NN31W-Q30C2
c/o: 2910 S. Archibald Ave., #A645
Ontario, California 91761

We encourage you to contact Fibonacci 1123, PMA with your inquiries, comments and feedback via the following:

Email: agent@fibonacci1123.com

David Alan Stacker, Trustee, thank you again for entrusting Fibonacci 1123, PMA with your most important business needs;

Kind Regards,
/s/ Juan Antonio Cenicerros, Trustee /s/
Fibonacci 1123, PMA



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Fibonacci 1123, PMA International Registered Agent Terms of Service



IMPORTANT

THIS IS A BINDING AGREEMENT
YOU MUST AGREE BEFORE YOU PROVIDE US WITH ANY INFORMATION

This **AGREEMENT** is made on this **29th** day of **November, 2021** (hereinafter the "*Effective Date*") by and between **Fibonacci 1123, PMA**, a Private Membership Association (hereinafter, "*Fibonacci 1123*"), and Alive & Well, (hereinafter, the "*Member*") for the sole and limited purpose of retaining **Fibonacci 1123** to provide *International Registered Agent Services* (defined below) to Member; and

For good and valuable consideration, Fibonacci 1123 and Member agree as follows:

1. **Appointment:** Subject to the terms of this Agreement, **Member hereby retains** Fibonacci 1123 to provide International Registered Agent Services to Member and **Fibonacci 1123 hereby agrees** to provide International Registered Agent Services to Member; and
2. **Services:** The services to be provided by Fibonacci 1123 to Member (the "*International Registered Agent Services*") will be subject to the terms of this Agreement and strictly limited to:
 - a) providing a physical location within the Survey of the General Post Office for the Government of The United States of America; to serve as Member's **International Registered Office** (hereinafter "*Registered Office*"); and
 - b) serving as Member's **International Registered Agent** (hereinafter "*Registered Agent*") within The United States of America to accept Service of Process, notice or demand upon Member required or permitted by the laws of The United States of America; and
 - c) opening envelopes or other packaging for the items received by Fibonacci 1123 at the Registered Office in its capacity as Registered Agent for Member, and forwarding such items to Member in the limited manner described in **Section 3** entitled "**Forwarding Requirements**":
 - i. Fibonacci 1123 WILL NOT FORWARD (and will have no obligation to Forward) *solicitations, product offerings, credit card applications, and junk mail* to Member; and
 - ii. Member hereby instructs Fibonacci 1123 to discard all *solicitations, product offerings, credit card applications, and junk mail* received by Fibonacci 1123 in its capacity as Registered Agent for Member; and
3. **Forwarding Requirements:** Subject to limitations stated in Section 2(c), Fibonacci 1123 will forward to Member the items received by Fibonacci 1123 at the Registered Office in its capacity as Registered Agent for Member:

- a) Fibonaccini 1123 will do so by scanning the item into an electronic PDF file and forwarding the PDF file by email to Member at Member's last known email address, as such address is reflected on the books and records of Fibonaccini 1123; and
 - b) An item will be deemed to have been timely forwarded to Member if the email is sent within two (2) business days after Fibonaccini 1123's receipt of the item; and
 - c) Member has elected to use an email forwarding method; accordingly, Member agrees and understands that Fibonaccini 1123 will have no obligation to physically send an item to Member by mail or otherwise; and
 - d) Notwithstanding Member's election to receive items by email, in lieu of forwarding an item by email, Fibonaccini 1123 shall have the option (but not the obligation) to forward an item to Member via the General Post Office for the Government of The United States of America to Member's last known mailing address as such address reflected on the books and records of Fibonaccini 1123. THIS OPTION MAY BE EXERCISED BY Fibonaccini 1123 IN ITS SOLE DISCRETION WITHOUT ANY NOTICE; and
4. **Member's Email and Mailing Addresses:** Member's current email and mailing addresses are set forth under Member's signature on the signature page hereof; and
- a) Member hereby instructs Fibonaccini 1123 to forward any process, notice, demand or items covered by this Agreement to the email address; and
 - b) If Fibonaccini 1123 exercises its option to forward an item by mail, Member hereby instructs Fibonaccini 1123 to forward the item to the mailing address; and
 - c) Member must provide Fibonaccini 1123 with Notice of any changes in Member's email and/or mailing addresses; and
 - d) Fibonaccini 1123 will have three (3) business days after its receipt of such Notice to update its records; and
 - e) Member warrants that the email and mailing addresses provided by it to Fibonaccini 1123 are accurate, and bears the risk of any inaccurate email or mailing address provided by it to Fibonaccini 1123; and
 - f) If Fibonaccini 1123 receives two (2) returned or rejected items, either from the email address or mailing address, without any forwarding address information for Member, Fibonaccini 1123 may immediately and unilaterally terminate this Agreement and withdraw as Registered Agent for Member; and
 - g) Upon such termination, Fibonaccini 1123 shall have no continuing obligation to Member; nor will Fibonaccini 1123 owe Member any refund of fees; and
5. **Permission to Sign, Open Mail and Packages, and Email Items:**
Member hereby consents and grants permission to Fibonaccini 1123 to:
- a) sign for receipt on behalf of Member those documents served to Fibonaccini 1123 that require signature; and
 - b) open the envelopes or other packaging for the items received by Fibonaccini 1123 in its capacity as Registered Agent for Member (including all service of process, notices or demands), and
 - c) electronically scan and forward the same by email or by mail as provided in this Agreement; and
 - d) Email deliveries will be sent by Fibonaccini 1123 to the email address provided by Member; and
 - e) Member is solely responsible for maintaining the security and privacy of its computers and the email address, and bears all risks arising from access by individuals to Member's computers and/or email; and
6. **Membership Fees and Costs:** Member agrees to pay Fibonaccini 1123 a membership fee to join the International Registered Agent Services Membership Level; and

- a) Fibonacci 1123's membership fee for the first year of the term of this Agreement is one hundred twenty (120.00 USD); and
 - b) Thereafter, Fibonacci 1123's membership fee is subject to change by Fibonacci 1123 by Notice to Member given at least ninety (90) days prior to expiration of the then current annual term; and
 - c) All membership fees payable to Fibonacci 1123 under this Agreement are due on the date this Agreement is signed by Member for the first year of the term, and within thirty (30) days of invoice date for subsequent years; and
 - d) If Fibonacci 1123 does not receive payment from Member within such thirty (30) day period, Fibonacci 1123 may unilaterally terminate this Agreement and withdraw as Registered Agent for Member, and Fibonacci 1123 shall have no continuing obligation to Member; and
 - e) In the event that Fibonacci 1123 elects to forward items by mail to Member, the costs of the initial five (5) mailings during a calendar year will be **borne by Fibonacci 1123**; and
 - f) The costs of **additional mailings** during a calendar year will be **borne by Member** and will be due and payable by Member to Fibonacci 1123 within thirty (30) days of invoice date; and
7. **Term:** The term of this Agreement will commence on the Effective Date of this Agreement and will continue from year to year unless terminated by either party in accordance with its terms; and
- a) Either party may terminate the automatic renewal of the term of this Agreement by providing the other party Notice of non-renewal at least ninety (90) days prior to the commencement of the next renewal term; and
8. **Termination:** Fibonacci 1123 shall have right to terminate this Agreement as provided in Section 4 (for returned or rejected emails and mail) and Section 6 (for failure to pay fees) without any rights of Member to cure; and
- a) In addition, either party may terminate this Agreement upon thirty (30) days' prior Notice to the other party if the other party is in default under this Agreement and does not cure the default within such thirty (30) day notice period; and
 - b) If Fibonacci 1123 exercises its right of termination as a result of Member's default, Member will not be entitled to any refund of fees; and
 - c) Either party may terminate this Agreement at any time without cause upon ninety (90) days prior Notice to the other party; and
 - d) If Fibonacci 1123 exercises its right of termination without cause, Fibonacci 1123 will provide Member a pro rata refund of the fee paid by Member for the then current annual term; and
 - e) A termination by Member without cause will not entitle Member to any refund from Fibonacci 1123; and
 - f) Upon any termination of this Agreement in accordance with this Agreement, Fibonacci 1123's obligation to provide Member any International Registered Agent Service will terminate automatically and without any further notice or other action; and
9. **Record Retention:** Fibonacci 1123 is not obligated to maintain originals or copies of any item received by Fibonacci 1123 as Member's Registered Agent; and
10. **Change of Registered Office:** The current address of the Registered Office is set forth under Fibonacci 1123's signature on the signature page of this Agreement; and
- a) Fibonacci 1123 may change the location of the Registered Office at any time in its sole discretion; and
 - b) In such event, Fibonacci 1123 will give Notice to Member of the change in location and will file, at Fibonacci 1123's expense, all required notices within the office of the Secretary of State for the Government of The United States of America, to ensure Fibonacci 1123's

continued maintenance of a Registered Office for Member during the term of this Agreement; and

11. **Indemnity:** Member shall defend, indemnify and holds harmless Fibonaccini 1123 and Fibonaccini 1123's representatives, agents and staff from any liability, judgment, claim or legal action that may arise as the result of or pertain to the performance of International Registered Agent Services, or from Member's failure to provide Fibonaccini 1123 current contact information for the forwarding of Service of Process, notice or demand; and
12. **Notices:** All notices required or permitted under Sections 4, 6, 7, 8, and 10 of this Agreement (collectively the "Notices") must be in writing and will be deemed to have been validly given upon receipt, if sent by commercial overnight delivery, or by the third business day following deposit in the mail, postage prepaid, and addressed to the party at the mailing address following its signature below; and
 - a) Each party may change such party's mailing address for Notice purposes by giving Notice in accordance with this section of the Agreement; and
 - b) Facsimile transmission and email are not valid methods of providing Notice under this Agreement; and
13. **Governing Law;** This Agreement is governed by the laws of The United States of America; and
 - a) The exclusive jurisdiction and venue for any action by any party arising out of or relating to this Agreement is in The United States of America courts; and
 - b) The parties consent to jurisdiction and venue, and waive all objections thereto, including objections based upon the convenience of the jurisdiction and venue; and
14. **Relationship between the Parties:** Member and Fibonaccini 1123 are independent contractors; and
 - a) Neither party is the agent, partner, joint venturer or employee of the other party; and
 - b) No third party fiduciary relationship exists between Fibonaccini 1123 and Member as a result of this Agreement or otherwise; and
 - c) Neither party has any right to bind or obligate the other party in any way; and
15. **Signatures:** This Agreement may be executed in counterparts and all counterparts shall be construed together and constitute one agreement; and
 - a) A signature provided by facsimile transmission or by online digital signature shall constitute a valid signature for the purpose of this Agreement; and
16. **Acknowledgements:** Member acknowledges and understands:
 - a) that valid service of process to Fibonaccini 1123 in Fibonaccini 1123's capacity as Registered Agent of Member constitutes valid service of process upon Member; and
 - b) that Fibonaccini 1123 has no obligation to forward solicitations, product offerings, credit card applications and junk mail to Member; and
 - c) that Member has elected to have items forwarded to Member by email; and
 - d) that email deliveries may be subject to security and privacy risks including viewing by any individual who has access to Member's computer and/or email; and
 - e) that Fibonaccini 1123 has no obligation to retain items received by it in its capacity as Registered Agent for Member; and
 - f) MEMBER FURTHER UNDERSTANDS THAT Fibonaccini 1123 IS NOT A LAW FIRM AND WILL NOT PROVIDE LEGAL SERVICES OR LEGAL REPRESENTATION TO MEMBER; and

17. **Entire Agreement:** This Agreement constitutes the entire agreement between parties with respect to its subject matter, and supersedes all prior understandings, communications and agreements (whether written or oral) regarding its subject matter; and
18. **Limitation of Liability:** Member Acknowledges that the International Registered Agent Services are Ministerial in nature and Fibonnacci 1123's membership fee is nominal in amount; and
- a) Accordingly, Member agrees that Fibonnacci 1123's liability for Fibonnacci 1123's default under this agreement, or Fibonnacci 1123's liability for Fibonnacci 1123's negligence or tortious conduct in connection with this agreement, is limited to refunding to Member the fee paid by Member to Fibonnacci 1123 for the then current term and the immediately preceding term; and
 - b) In no event will Fibonnacci 1123 be liable for consequential, incidental, or punitive damages; and

WHEREFORE, INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the Effective Date first above written; and

/s/ Juan Antonio Ceniceros, Trustee /s/
Fibonnacci 1123, PMA

and

/s/ David Alan Stacker, Trustee /s/
Alive & Well



Fibonacci 1123, PMA

Rural Route 1
NAC: 560FQ NN31W
The United States of America

Office hours: Monday - Friday 8:30 - 7:00 UTC-8
Website: <http://fibonacci1123.com>
Email: contact@fibonacci1123.com

Acceptance of Appointment and Consent to Serve as International Registered Agent



I, **Juan Antonio Cenicerros, Trustee**, am authorized to act on behalf of **Fibonacci 1123, PMA**; and
Name of entity designated as International Registered Agent

Fibonacci 1123, PMA is registered and authorized to do business within the metes and bounds and seaward boundaries of The United States of America; and

Fibonacci 1123, PMA **acknowledges, accepts** and **consents** to its appointment or designation as **International Registered Agent** within the metes and bounds and seaward boundaries of The United States of America for, **Alive & Well**; an entity registered and authorized to do business within the metes and Name of represented entity bounds and seaward boundaries of The United States of America and member in good standing of Fibonacci 1123, PMA; and

Fibonacci 1123, PMA takes responsibility to:

- Receive any Service of Process, notice, or demand that is served on Fibonacci 1123, PMA as the International Registered Agent for Alive & Well;
- Forward such to Alive & Well; and
- Immediately notify Alive & Well and submit a statement of resignation to the Secretary of State for The United States of America **if** Fibonacci 1123, PMA resigns;

Fibonacci 1123, PMA accepts Service of Process for Alive & Well at the following address:

Fibonacci 1123, PMA
NAC: 560FQ NN31W-Q30C2
c/o: 2910 S. Archibald Ave., #A645
Ontario, California 91761

So accepted and acknowledged on the **254th** day in the year of YHWH, **6023**
(Translation: 29th day of November, 2021)

/s/ Juan Antonio Cenicerros, Trustee /s/
Fibonacci 1123, PMA