

## REGISTERED AGENT AGREEMENT

This Registered Agent Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Virginia Professional Services, LLC, a Virginia limited liability company located at 3850 Gaskins Rd., Suite 120, Richmond, Virginia 23233 (hereinafter "Registered Agent") and \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Company").

WHEREAS Company wishes to retain Registered Agent for the sole purpose of serving as Company's registered agent in the Commonwealth of Virginia; and

WHEREAS Registered Agent is willing to provide such services under the terms and conditions set forth below

The Parties hereto agree as follows:

1. **CONDITIONS.** This Agreement will not take effect, and Company may not refer to Registered Agent as its Registered Agent or file any paperwork or documentation naming Registered Agent as registered agent, until Company has returned a signed copy of this Agreement and paid the annual fee of \$125.00 called for under Paragraph 4.
2. **SCOPE OF SERVICES.** Company is hiring Registered Agent to act as registered agent for Company in the Commonwealth of Virginia, for the purposes set forth in §13.1-634 of the Virginia Code. Company acknowledges and agrees that this Agreement is not for any other services, including but not limited to legal services or representation, other than registered agent services, and that no attorney-client relationship is formed by this Agreement. Registered Agent agrees to act as Company's registered agent, and to accept official mail and process of service on behalf of Company, for the period of one (1) year from the date set forth above. During the term, Registered Agent will forward all correspondence and process of service to Company, either by fax, or at the address specified by Company below, or at such address as Company may designate in writing from time to time, in Registered Agent's sole discretion. Notwithstanding the foregoing, Registered Agent may receive certain mail addressed to Company, including but not limited to credit card applications, commercial solicitations, and the like, all of which would typically be considered junk mail. Company agrees that Registered Agent is not obligated to forward, and will not forward, such junk mail to Company.
3. **COMPANY'S DUTIES.** Company agrees to keep Registered Agent advised of its correct current address and telephone number at all times so that Registered Agent may contact Company and to accept all mail and other deliveries promptly from Registered Agent. Company hereby acknowledges that failure to comply with the foregoing may cause Company harm and, further, agrees to indemnify and defend Registered Agent from any and all liability for any harm that may arise because of Company's failure. Company's contact information as of the date of this Agreement is the address set forth

above, the telephone number (\_\_\_\_)\_\_\_\_\_, the facsimile number (\_\_\_\_)\_\_\_\_\_ and the email address \_\_\_\_\_.

4. FEE. Company agrees to pay a fee of \$125.00, in advance, for the services set forth in paragraph 2 above. The fee is fully earned upon payment and not subject to refund except in the limited situation as set forth in paragraph 5 below.

5. DISCHARGE AND WITHDRAWAL. Company may discharge Registered Agent at any time and change registered agents by notifying Registered Agent in writing, however no refund will be provided for such discharge. Registered Agent may resign as registered agent upon termination of this Agreement, upon a breach of this Agreement, or upon a failure by Company to pay the amount due under paragraph 4 above. Additionally, Registered Agent may withdraw upon sixty days prior written notice to Company, for any or no reason, and if for no reason Registered Agent agrees to refund Company an amount equal to 1/12 of the Fee multiplied by the number of months remaining from the date of resignation until the date of expiration or date for renewal of this Agreement.

6. RENEWAL. This Agreement may be renewed upon mutual agreement of the parties.

7. MISCELLANEOUS. Any change to this Agreement shall not be valid unless it is in writing and signed or accepted by both parties. This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its choice of law provisions. Any dispute under this Agreement will be heard exclusively in the Courts of the County of Henrico, Virginia, or the federal courts with jurisdiction over said county, and both parties hereto irrevocably consent to the jurisdiction of said Courts. A facsimile copy, pdf, jpeg, or other copy of this Agreement shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

Virginia Professional Services, LLC \_\_\_\_\_ [Name of Co.]

\_\_\_\_\_ [Signature]

By: Bernard C. Dietz, President By: \_\_\_\_\_ [ Print Name]

\_\_\_\_\_ [Title]