



ITC BUSINESS (BIZ) COMMUNITY MEMBERSHIP

BUSINESS SERVICES AGREEMENT

1. Purpose of Agreement

This Agreement governs participation in the ITC Business Community (“Biz Community”), a business services program operated by International Trading Center LLC (“ITC”), an office business center located in Miami, Florida.

The purpose of this Agreement is to provide the Member with integrated business services, including administrative support, shared office facilities, compliance guidance, and professional resources necessary to operate a legitimate U.S. business.

Mail handling services, when applicable, are ancillary and incidental to these broader business services.

2. Parties

This Agreement is entered into by and between:

The individual or legal entity enrolling in the program (the “Member”), and International Trading Center LLC, a Florida limited liability company (the “ITC”).

3. Term and Automatic Renewal

The Biz Membership is established for a **minimum initial term of twelve (12) consecutive months**.

The Agreement shall automatically renew for successive twelve (12) month terms unless terminated by either party with **thirty (30) days’ prior written notice**, subject to the conditions herein.

The Member agrees to pay all fees corresponding to the full twelve-month term.

4. Nature of ITC Services

ITC operates as a business services and office support center providing:

- Professional consulting services
- Business formation and compliance guidance
- Shared office and meeting facilities
- Administrative and operational support
- Digital office infrastructure

The use of ITC's address and mail handling capabilities is not a standalone service and is provided solely in connection with the Member's active participation in ITC's business services program.

5. Lawful Use

The Member agrees not to use ITC's premises, address, or services for any unlawful, illegitimate, deceptive, or fraudulent purpose, or for any purpose prohibited by applicable **United States Postal Service (USPS)** regulations.

All use of the Biz Membership must comply with all applicable **federal, state, and local laws and regulations**.

6. Business Formation Services

As part of the Biz Membership, ITC provides guidance and administrative support for the formation of Florida LLC or Corporation, including:

- Initial consultation
- Business name selection assistance
- Legal entity selection guidance
- State selection consultancy (Florida)
- Registration with the Florida Division of Corporations
- Certificate of Status (State)
- Registered Agent services (for one calendar year)
- Application and processing of EIN with the IRS
- Tax guide
- Operating Agreement template
- Bank account opening support
- U.S. business address
- Digital mailbox services
- U.S. private phone number
- Meeting room access: up to four (4) hours per week
- Connections with specialized professionals
- Florida state filing fees for company formation

Services can be provided for other states, but different rates and terms apply.

Additionally, you can Participate, at no cost, in the ITC BIZ Community support meetings, webinars, questions and answers sessions, news updates, newsletters, networking.

7. Mail Handling and USPS Compliance

Mail handling services are provided solely as part of ITC's integrated business support services, which include office access, administrative support, professional services coordination, and compliance assistance.

The Member authorizes ITC to receive mail and packages on the Member's behalf from USPS and commercial carriers and to act as the Member's Commercial Mail Receiving Agency (CMRA) in compliance with USPS regulations.

All mail handling services shall be managed strictly in accordance with this Agreement and applicable postal requirements.

8. Membership Services and Additional Fees

Included Services:

The Biz Membership includes:

- Use of ITC's physical business address
- Receipt and holding of mail for up to **forty-five (45) days**
- Access to ITC's mail portal or mobile application
- Meeting or conference room usage for up to **four (4) hours per week** (reservation required; subject to availability; no rollover)
- Staff assistance during regular business hours

Additional Mail Services (Fees Subject to Change):

- Shredding: No charge
- Local mail forwarding: \$15.00 + shipping
- International mail forwarding: \$20.00 + shipping
- Open and scan: No charge
- Check deposits: \$20.00 per visit (within approved area)
- Special requests: Quoted upon request

Additional Services (On Demand):

Administrative services, bookkeeping, consulting, meeting planning, video conferencing, showroom or office rental, and other business services are available at additional rates. Reservations are required. ITC is closed on national holidays.

9. Fees, Billing, and Payment Terms

The Member agrees to pay:

- **One-time setup fee:** \$100.00
- **Monthly membership fee:** \$150.00

All fees are due **on the first (1st) day of each month**, payable in advance. The Member must provide a valid U.S. or international credit or debit card for automatic billing.

ITC reserves the right to **withhold mail and packages** if payment is past due. No proration or refunds shall be issued for cancellations.

Late payments are subject to a **\$20.00 late fee** if not received within **five (5) days** of the due date.

All fees are subject to change. In the event of any fee adjustment, ITC shall provide the Member with **at least thirty (30) days' prior written notice**.

10. Mail Volume and Package Storage

If the Member receives an unreasonable volume of mail or packages, as determined by ITC in its reasonable discretion, ITC may impose additional charges.

Packages must be picked up within seventy-two (72) hours of notification. Packages not collected within this period are subject to a \$2.00 per day per package storage fee, payable prior to release.

11. Mail Handling After Termination

Upon expiration, cancellation, or termination of this Agreement, the Member authorizes ITC to **accept and destroy mail** addressed to the Member and to **refuse packages** delivered thereafter.

At the Member's written request and upon payment, ITC will either:

- **Forward mail for six (6) months** for \$180.00 plus postage; or
- **Store mail for six (6) months** for \$150.00

Arrangements must be made **prior to termination**.

12. Termination and Address Removal

This Agreement shall remain in effect for a **minimum of twelve (12) months**. Either party may terminate the Agreement with **thirty (30) days' prior written notice** after the initial term.

Termination requires the **removal of ITC's address** from all business records, including the Florida Division of Corporations. Billing will continue until such removal is confirmed.

13. Termination for Cause

ITC may terminate this Agreement immediately for good cause, including but not limited to:

- Unlawful or fraudulent use
- Nonpayment
- Excessive mail volume
- Offensive or disruptive conduct
- Violation of this Agreement

Actions of authorized representatives are attributable to the Member.

14. Notices

Written notices shall be deemed delivered **twenty-four (24) hours** after being sent via email to the Member's designated email address or upon personal delivery.

15. Limitation of Liability

IN NO EVENT SHALL ITC'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100.00), REGARDLESS OF THE CLAIM'S NATURE.

16. Use of Business Address

The ITC address may be used by the Member as a business contact address in connection with the legitimate operation of the Member's business, including State Registration, banking, licensing, tax registration, and correspondence.

The Member acknowledges that ITC provides physical office access, meeting facilities, and administrative support, and that the address is not intended to represent an independent leased office or permanent staffed location exclusive to the Member.

17. Third-Party Verification and Banking Disclosures

The Member acknowledges that banks, payment processors, and government agencies may independently verify the nature of ITC's services.

The Member agrees to accurately describe ITC as a business services center providing shared office facilities and administrative support, and not as a mail-only or address-only service provider.

18. Identification and Amendments

Upon execution of this Agreement, the Member shall provide **two (2) valid forms of identification**, one containing a photograph.

This Agreement may be amended only by a **written document signed by both parties**.

19. Governing Law and Venue

This Agreement shall be **governed by and construed in accordance with the laws of the State of Florida**, without regard to conflict of law principles.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought **exclusively in the state or federal courts located in Miami-Dade County, Florida**, and the parties hereby consent to the personal jurisdiction and venue of such courts.

20. Compliance Requirements

The Member acknowledges that ITC may require the submission of documentation and identification to comply with requirements imposed by the United States government, state and local authorities, the United States Postal Service (USPS), the Internal Revenue Service (IRS), and other applicable governmental or regulatory entities.

The Member understands and agrees that timely compliance with such documentation and identification requirements is a prerequisite to the provision and continuation of the services described in this Agreement.

21. Independent Contractor Relationship

Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary relationship, or agency relationship between ITC and the Member. The Member is and shall remain an **independent business entity**.

22. Force Majeure

ITC shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, postal disruptions, labor disputes, or technical failures.

23. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain **in full force and effect**.

24. Entire Agreement

This Agreement constitutes the **entire agreement** between the parties concerning the Biz Membership and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral.

Updated: January 2026