



DOMICILIATION AGREEMENT

(Please complete and return 2 signed copies to us)

DOMICILIATION AGREEMENT

BETWEEN THE UNDERSIGNED:

NEUILLYDOM

A French limited company (SARL) with a Capital of 5000 Euros, whose registered office is at 14 rue Beffroy - 92200 Neuilly-sur-Seine, registered under number 531 225 266 at the Nanterre Trade and Companies Registry (RCS) with approval no. 86, issued by the Hauts-de-Seine Police Prefect on 22 January 2013.

Tel : 01 49 04 01 71 Fax : 01 49 04 02 05

Bank Details:

Société Générale
3 place de Saverne
92400 COURBEVOIE
Bank code : 30003, Branch code : 03829,
Account no. : 00020171622, Code : 74

IBAN : FR 76 3000 3038 2900 0201 7162 274
BIC-ADRESSE SWIFT : SOGEFRPP

THE CLIENT

Name/Corporate name:

SARL SA/SAS SCI Individual Business

Self-employed If other, please specify

RCS : Capital:

Registered Office: **14 rue Beffroy - 92200 Neuilly-sur-Seine**

Represented by:

Position:

Residing at:

Tel : Fax : e-mail :

Bank details:

Bank name:

Address:

Bank code : Branch code:

Account no. : RIB code:

This domiciliation agreement has been concluded and is governed by the general and special conditions set out below :

For the business of :

.....

SPECIAL CONDITIONS

DOMICILIATION ADDRESS : **14 rue Beffroy - 92200 Neuilly-sur-Seine**

FEE IN EUROS	MONTHLY	ANNUAL
▪ Retention of mail	<input type="checkbox"/> 41€ EX-TAX	<input type="checkbox"/> 369€ EX-TAX* (then 492€ EX-TAX/an)
▪ Retention and forwarding of ordinary and registered mail	<input type="checkbox"/> 56€ EX-TAX	<input type="checkbox"/> 504€ EX-TAX* (then 672€ EX-TAX/an)
○ Forwarding of mail overseas	<input type="checkbox"/> +20€ EX-TAX	<input type="checkbox"/> +180€ EX-TAX* (then +240€ EX-TAX/an)
○ Electronic mail option: ○ Consultation of your mail in real time on our secure intranet site	<input type="checkbox"/> +25€ EX-TAX	<input type="checkbox"/> +225€ EX-TAX* (then +300€ EX-TAX/an)
▪ Provision of a telephone line and permanent redirection to a number of your choice*** (line-opening fee 28€ EX-TAX)	<input type="checkbox"/> +35€ EX-TAX	<input type="checkbox"/> +385€ EX-TAX** (then +420€ EX-TAX/an)
TOTAL EX-TAX		
VAT (20 %)		
TOTAL TTC		

* **3 months offered for the first annual subscription. Renewable contract by tacit renewal.**

** **1 month offered for the first annual subscription. Renewable contract by tacit renewal.**

*** Transferred telephone units are your responsibility and will be invoiced separately at cost (see appendix 1).

FREE IN EUROS SELF-EMPLOYED	MONTHLY – TAX INCLUDED
▪ Retention of mail	<input type="checkbox"/> 24€ INCL-TAX / month
▪ Retention and forwarding of ordinary and registered mail	<input type="checkbox"/> 42€ INCL -TAX / month
○ Forwarding of mail overseas	<input type="checkbox"/> 66€ INCL-TAX / month
○ Electronic mail option: Digitalization of your mail on your e-mail address	<input type="checkbox"/> +6€ INCL-TAX / month

Date of entry into force:

Address for redirected mail:

.....
.....

GENERAL CONDITIONS

1. PURPOSE:

NEUILLYDOM hereby authorises the commercial domiciliation of the CLIENT, at the premises situated at the address set out in the special conditions, for the establishment of its registered office or the opening of a secondary establishment, a representative office, branch, etc.

The CLIENT is also granted the right to use the above address, in accordance with the law and public policy, on its letter headings and advertising materials.

It is however reiterated that this agreement does not confer any right of commercial ownership.

This agreement is made and accepted in consideration of a monthly fee of€ EX-TAX liable to VAT currently at 20 %, payable monthly in advance on the 1st of each month upon presentation of the invoice.

This agreement is made and accepted in consideration of an annual fee of€ EX-TAX liable to VAT currently at 20 %, payable annually in advance on the date of subscription.

The CLIENT henceforth agrees to an annual review of the fee based on the the rent reference index published by INSEE and changes in postal rates. It shall be previously informed thereof by mail.

However, the domiciliary reserves the right not to apply price adjustments.

This revision shall take place on the anniversary of the signature of the said agreement.

2. DETAILS OF SERVICES SUPPLIED BY NEUILLYDOM:

NEUILLYDOM hereby undertakes to supply to the CLIENT the services chosen by it and defined in the special conditions :

2.1. Custody of mail:

- Receipt, sorting and provision of mail, during office opening hours, i.e. from Monday to Thursday from 9 AM to 6 PM and Friday from 9 AM to 5 PM. It is stipulated that custody of mail may not exceed 15 days from its receipt. This domiciliation excludes any receipt of advertising, newspapers, magazines and periodicals.

2.2. Mail forwarding:

- In the event of forwarding of mail, it shall be forwarded to the address provided by the CLIENT,
- No advertising material shall be accepted or forwarded to the CLIENT,
- In respect of registered mail with acknowledgement of receipt, the CLIENT gives authority to NEUILLYDOM, which accepts it, to receive any notice on its behalf and undertakes to submit a postal proxy to LA POSTE for NEUILLYDOM to receive registered post on its behalf. Under no

circumstances, may NEUILLYDOM be held liable in any respect whatsoever, NEUILLYDOM's agency being an obligation of means and not of results,

In respect of registered mail with acknowledgement of receipt, the CLIENT gives authority to NEUILLYDOM, which accepts it, to receive any notice on its behalf and undertakes to submit a postal proxy to LA POSTE for NEUILLYDOM to receive registered post on its behalf. Under no circumstances, may NEUILLYDOM be held liable in any respect whatsoever, NEUILLYDOM's agency being an obligation of means and not of results,

- Registered mail shall be redirected as ordinary mail,
- in the event of a large volume of mail, the fee stated in the special conditions shall be revised upwards with the agreement of the CLIENT.

2.3. Provision of premises:

- For a consideration NEUILLYDOM shall make premises (offices or meeting room) available to the CLIENT for an hourly fee defined in the special conditions.

3. OBLIGATIONS OF THE PARTIES :

3.1. OF THE DOMICILIARY :

NEUILLYDOM shall inform the Registrar of the Commercial court or competent Formalities Centre, upon the expiry of the agreement or in the event of early termination, of the termination of the domiciliation of the business at its premises, or if the CLIENT has not inspected its mail for three months.

NEUILLYDOM shall provide any court bailiff holding an enforceable order with the specific information allowing him/her to contact the person domiciled. It shall provide, the Tax Authorities, each quarter, with a list of persons who are domiciled at its premises during such period or who have terminated their domicile together with, each year before 15 January, a list of persons domiciled at 1 January.

3.2. OF THE CLIENT :

The CLIENT undertakes to provide proof of its registration at the NANTERRE RCS or CFE, within three months following the entry into effect of the agreement. Otherwise the agreement shall be deemed null and void.

The legal representative of the CLIENT or the CLIENT itself, if it is an individual, must produce documentary evidence of its personal residence by production of an identity document and a copy of a supporting document no more than 3 months old (EDF-GDF, France Télécom, or other undertaking's invoice). A declaration of residence is attached hereto for that purpose.

The CLIENT undertakes to use the premises effectively or exclusively, either as its registered office, or, if its registered office is situated abroad, as an agency, branch or representation.

It is expressly agreed that this agreement is concluded "INTUITU PERSONÆ", and the CLIENT declares that it shall inform NEUILLYDOM of any modification relating to its business. It also undertakes to declare, in the case of an individual, any change of

personal residence or, in case of a legal entity, any change in its corporate form or of its purpose, or to the names and personal addresses of persons habitually having the power to bind it, producing an extract from the up-to-date company registration certificate (Kbis) within 2 months of such alteration. In the absence thereof NEUILLYDOM may terminate this agreement, if it sees fit, with immediate effect.

Fees will be paid on the anniversary date. In the event of option for an annual fee, this will be paid in advance on the anniversary date of the agreement.

4. GUARANTEE DEPOSIT :

Upon signature of this agreement, the DOMICILED COMPANY will pay a sum equivalent to three times the amount of the fee provided for in the Specific Conditions. This sum is for the purpose of protecting NEUILLYDOM in the event of a breach of any of the undertakings made by DOMICILED COMPANY.

This sum will remain throughout the term of the agreement and is an essential condition of the agreement without which it would not have been concluded and, consequently, must be paid upon signature of the agreement. Upon termination of the latter, this guarantee deposit will be refunded after deduction for any amounts which may be due to NEUILLYDOM. It does not relieve the DOMICILED COMPANY from paying all rents until the scheduled termination date.

5. TERM :

This agreement is concluded for a period of month (a minimum of three months). It will then be renewed by tacit agreement, unless terminated by either party by registered letter with acknowledgement of receipt with three months' notice commencing upon receipt of the notice.

Upon termination at the initiative of the DOMICILED COMPANY, the latter must include with its registered letter a photocopy of an extract from its company registration certificate of cancellation or transfer of registered office issued by the Trade and Companies Registry or Business Financial Centre. No termination will be accepted without presentation of such administrative documents and invoicing will continue to run until the DOMICILED COMPANY supplies such evidence to NEUILLYDOM.

In addition, NEUILLYDOM reserves the right to terminate this agreement without notice in any of the four following events:

- The business or the statements of the DOMICILED COMPANY herein prove to be illegal or incorrect,
- The behaviour of the DOMICILED COMPANY proves to be illegal or incorrect,
- The behaviour of the DOMICILED COMPANY is likely to disrupt the proper operation of NEUILLYDOM,
- In the event of non-payment of a monthly payment on its due date.

Upon completion of this agreement and in application of article 26-1 of the Decree dated 30/05/1984 of the Commercial Court Registry, NEUILLYDOM undertakes to inform the Registrar of the Commercial Court of termination of the domiciliation of the DOMICILED COMPANY at its premises to terminate any illegal domiciliation.

6. LIABILITY :

The CLIENT discharges NEUILLYDOM from any liability in relation to transmission of mail, as this will be carried out by la Poste.

The CLIENT undertakes irrevocably never to take civil or criminal proceedings against NEUILLYDOM in relation to such forwarding of mail.

Any modification relating to the CLIENT must be supplied to NEUILLYDOM in writing.

The CLIENT solemnly declares, that it certifies the accuracy of the information provided in support of the signature of the agreement with the domiciliary, it certifies that it is not in a position of liquidation of assets or judicial administration, both as regards the company or companies it manages whether such establishments are the subject of the said agreement or not and certifies the truth of all information supplied to NEUILLYDOM both in relation to his/its personal situation and that of the company represented.

7. JURISDICTION:

For any dispute which may occur during the term of this agreement, the parties grant exclusive jurisdiction to the Commercial Court of Nanterre.

Signed in two copies in NEUILLY-SUR-SEINE, on

NEUILLYDOM

The CLIENT

APPENDIX 1

OPENING OF A TELEPHONE AND/OR FAX LINE

I, the undersigned

Mr – Mrs – Ms

.....

Address :

.....

Wish to subscribe to:

- the opening of a telephone line and permanent transfer to a number of my choice,
- the opening of a fax line and forwarding via email.

Subject to the following price list:

- Fee for opening telephone line:	28 € EX-TAX
- Calls transfer* :	35 € EX-TAX
- Opening a fax line and forwarding via email	10 € EX-TAX

*This amount does not include the cost of communication (ex: to mobile phone in mainland France: 0,13€ EX-TAX/min).

TERMINATION :

The domiciliary company “NEUILLYDOM” reserves the right to disconnect this service, without notice in the event of non-payment.

The CLIENT may terminate this service at any time by notice in writing.

Signed in Neuilly-sur-Seine, on

NEUILLYDOM

The CLIENT

NEUILLYDOM SARL with capital of 5 000 Euros RCS NANTERRE B 531 225 266

APPLICATION FOR TAX AFFILIATION AND SOLEMN DECLARATION FOR PROVISION OF OBLIGATORY BOOKS.

For the attention of *CENTRE DES IMPOTS* (Tax Centre)

I, the undersigned:

Legal representative of the Company:

Registered office : 14 rue Beffroy - 92200 Neuilly-sur-Seine

and domiciled at the premises of NEUILLYDOM

Declare:

That it does not have its own separate domiciliation address, and therefore apply for affiliation of the Company for tax purposes with the relevant Tax Centre for this address.

I declare that I hereby grant all powers to the domiciliary Company NEUILLYDOM, directly and indirectly, to receive in the name of the domiciled Company or in my own name, any notice or court document in the person of the manager of NEUILLYDOM, its authorised counsel or any person authorised by it in this regard. Accordingly a postal proxy n° 776 and a power of delegation have been filed in this respect.

I hereby undertake that the obligatory documents relating to my company will be available as soon as possible to the tax authorities at the premises of the Domiciliary as required by law.

And I solemnly declare that the accounts of the Company are kept at the following address:

.....
.....
.....

OR

It has its own separate domiciliation address and therefore apply for affiliation of the Company for tax purposes with the relevant Tax Centre at the address of the legal representative or shareholder i.e.:

.....
.....

I solemnly declare that the accounts of the Company are kept at this address and I undertake to make them available to the administration upon simple request or summons.

Dated

For all due intents and purposes

(Signature other legal representative preceded by the handwritten words "read and approved")
(Attach Kbis (company registration document), proof of address and proof of identity)

TAX AFFILIATION

The tax authorities subjects the commercial domiciliation of companies to certain conditions in respect of corporation tax, VAT and *contribution économique territoriale* (CET) (territorial economic contribution).

It decides with regard to the conditions of the domiciliation agreement and situation of the domiciled company whether the latter is affiliated for tax purposes at the domiciliation address.

Requisite conditions for domiciliation:

1. Conditions relating to the domicilant:

- In practice, the following rules are applicable to ensure that the domiciliation centre satisfies the conditions of the decree of 5 December 1985,
- Provision of premises to the CLIENT for a regular meeting of officers responsible for the management, administration or supervision of the company. The domiciliary is required to provide at least an office, assigned in priority to domiciled companies. The provision of this office must be stated among the services provided in the domiciliation agreement.
- Installation of services necessary for holding and retaining books, registers and documents required by law and regulations. This condition, laid it down by decree of 5 December 1985, remains applicable. As a measure of tolerance, however, it is recognised that the domicilant is not required to maintain domiciled companies' accounting documents permanently if the domiciliation agreement providing the service has a solemn declaration attached stating:
 - Firstly, where the bookkeeping is carried out and where invoices are stored,
 - Secondly, that it undertakes, in the event of an inspection, to make the documents available to the administration at the domiciliation address, subject to the sanctions provided by article L.74 of the *livre des procédures fiscales* (LPF) (tax procedures guide) in the event of objection to a tax inspection.
- The domicilant requests, once per year, confirmation from its clients of their initially-stated premises and informs the Tax Centre on the annual list referred to in n° 11 of any changes.

Failure to produce certificate n° 7 referred to or production of a declaration which proves to be untrue will result in the strict application of the terms of decree no. 85-1280 of 5 December 1985 and lead to the rejection of the domiciliation each time the domiciliation centre does not provide the client with the necessary facilities for bookkeeping and conservation of invoices.

A standard letter is sent to domiciliaries to verify their operational conditions and to remind them of their obligations.

A copy of the domiciliation agreement with the prescribed appendices (solemn declaration, proof of residence) is systematically required of domiciled companies.

2. Conditions relating to the client:

- Postal mandate – Domiciliaries must be authorised to receive clients' mail. In this respect the latter must fulfil all conditions required by la Poste for such mail to be validly delivered to the domiciliary. The domiciliation centre must inform the relevant tax centre as soon as possible when registered mail from the tax authorities cannot be delivered to the addressee.
- Identification of domiciled companies and their representatives in compliance with article 26/1/2 of decree no. 84/406 of 30 may 1984, the address of legal representative(s) must be checked. For this purpose, proof of residence must be appended to the domiciliation agreement (electricity invoice, rent bill etc).
- List of domiciled companies – the domiciliary must also provide the tax authorities with a list of new and outgoing domiciled clients (if possible with the new address in respect of the latter). An annual list of domiciled or resident companies (long term rental without commercial domiciliation) on 1st January must also be supplied before 15 January.

REGULATIONS APPLICABLE TO CONTRIBUTION ECONOMIQUE TERRITORIALE (CET) (territorial economic contribution):

Premises provided by NEUILLYDOM, to the CLIENT are included in clients' tax base for CET.

For calculation of this tax, it is the average surface area provided which is taken into account.

When the CLIENT has another establishment, the CLIENT is liable for CET both at the address where it has its own premises and at the domiciliation address, the CLIENT is taxed on the land rental value determined by reference to the average surface area provided. Minimum contribution cannot be established at this address.

DECLARATION

I, the undersigned,

Mr – Mrs – Ms

.....
.....

Legal representative of the Company,

.....
.....

Hereby undertake that all accounting, tax and legal documents of the said Company, shall be made available to the tax authorities in the event of any tax inspection at 14 rue Beffroy - 92200 Neuilly-sur-Seine at the premises of NEUILLYDOM.

Signed in Neuilly-sur-Seine, on

DECLARATION

I the undersigned

Mr – Mrs – Ms

.....
.....

Legal representative of the Company

.....
.....

Hereby declare that my personal address is:

.....
.....
.....

Appended (documentary evidence):

.....
.....

Signed in, on

PERMIT

I the undersigned

Mr – Mrs – Ms

.....,

Born and domiciled

.....

Here by give, power :

Mr – Mrs – Ms

.....,

Born and domiciled

.....

To retrieve mail for society :

Signatures :

LIST OF DOCUMENTS TO BE PROVIDED FOR ESTABLISHMENT OF A DOMICILIATION AGREEMENT

- Copy of legal representative's National Identity Card or passport valid (copy of a second piece of identification)

- Copy of legal representative's EDF invoice or demand for habitation or property tax

- Postal proxies duly completed and signed

- Application for tax affiliation duly completed and signed (state the firm or address where accounts will be kept)

- Bank or postal details

- Extract of company registration certificate (Kbis)

- Statutes

- Cheque for 3 months' fee plus the current month,
i.e. Euros

- Appendix 1 for subscription to opening of telephone and/or fax line.

- Power mandating a third party to collect mail

* If the contract was sent by mail or by an agent (lawyer or accountant)