

# DOMICILIATION CONTRACT

*With mail forwarding*

"**LOCADRESS**", S.A.R.L. with capital of 8,000 euros, with registered offices in SAINT-MARTIN (French West Indies), 8 Immeuble "Le Colibri", 5 rue du Général de Gaulle, Marigot, registered on the R.C.S. (Companies Register) of Basse-Terre (Guadeloupe) under number B 378 020 945.

**LOCADRESS** has been authorized to carry out the activity of legal domiciliation for businesses by the Prefecture of Saint Martin by order no. 2010-54 of 13 October 2010, renewed by order n°2016-182 of 20 december 2016

## "THE DOMICILIATION AGENT"

**GRANTS to the Company:** .....

Represented by its director: .....

Residing at: .....

Office telephone: ..... Fax: .....

Email: .....

## "THE DOMICILED PARTY"

**The right to set up its registered offices at the premises below:**

### LOCATION

Furnished premises for the purposes of meetings and the provision of services located in a property known as "Le Colibri", lot 8, in SAINT-MARTIN (French West Indies), 5 rue du Général de Gaulle, Marigot.

### TERM

This contract is agreed for a period of one year.

It will be renewed annually by tacit reconduction, unless notice of termination is given three months in advance by either party, by registered post with acknowledgement of receipt.

Since this domiciliation is the registered office of the domiciled party with all the associated obligations and responsibilities that this includes for the domiciliation agent, the contract will only be considered terminated by the domiciliation agent, subject to the respect of the notification period, after the accomplishment of all the administrative and legal formalities with the bodies and administrations concerned and in particular with the Registre du Commerce et des Sociétés (Companies and Trade Register). Termination will only be effective after reception of the extract from the Registre du Commerce et des Sociétés (K-bis) certifying that the domiciled party is no longer domiciled with the domiciliation agent.

Domiciliation activity approved by the Prefecture of Saint Martin, Approval order No. 2010-54 of 13/10/2010

Renewed by order n° 2016-182 of 20 December 2016

**OBLIGATIONS OF THE PARTIES**

**The S.A.R.L. "LOCADRESS", domiciliation agent, undertakes to:**

- 1°) remain registered on the R.C.S. (Companies Register) of Basse-Terre, for the entire duration of this contract and to make equipped premises available to the domiciled party that enable regular meetings of the managing and supervising bodies of the aforementioned company, and the keeping and consultation of legally required documents.
- 2°) forward to the address below any post arriving for the domiciled agent, using the same means as were used to send it to the domiciliation agent (ordinary, registered, Chronopost etc.), within eight working days for ordinary post and two working days for other types of post. Writs will be sent by registered letter within two working days.
- 3°) inform the Commercial Court of Basse-Terre and the Tax Office of Saint-Martin of the cessation of the domiciliation which is the subject of this contract.

**The domiciled party undertakes to:**

- 1°) use the aforementioned premises genuinely and exclusively for their business and to take all necessary measures to receive post, both ordinary and in other categories, that is forwarded to them by the domiciliation agent. If the domiciled party requires a room to hold a meeting, they will notify the domiciliation agent at least fifteen days in advance. The latter reserves the right to accept or refuse reservations on the basis of the availability of office space.

The domiciled party expressly acknowledges that they have been clearly informed of the fact that they are not authorized to grant to other companies, related or not, the right to use, even on a free basis, the address, Immeuble "Le Colibri" 5, Rue du Général de Gaulle, Marigot 97150, Saint-Martin, as registered offices and/or as a business address.

- 2°) communicate (cf. appendix) to the domiciliation agent the address where the company's accounts office and accounting archives are located and to undertake, in the event of an inspection, to make such documents available to the administration at the address of the LOCADRESS domiciliation centre (or to incur the penalties stipulated in article L 74 of the LPF (French Code of Fiscal Procedure)).
- 3°) provide a certified copy of the Company's articles, a K-BIS extract (Company registration certificate less than three months old, and a photocopy of some form of official identification (passport, identity card etc.) and proof of residence (utilities invoice, rent receipt etc.) of the director.
- 4°) inform, by registered post with acknowledgement of receipt, the domiciliation agent of any changes relating to its legal status, activity, place where the accounts office and records are located, or the identity and personal residence of the company's directors. The domiciled party will send the domiciliation agent an updated certified copy of its articles and a company registration certificate (Kbis).

## **REMUNERATION**

This contract is agreed and accepted in consideration of an annual fixed fee of **643,50 Euros** excluding tax plus T.G.C.A. ("Turnover Tax") at the rate of 4%, corresponding to a total of **669,24 Euros** (six hundred sixty nine euros and twenty four cents ) for the first period, payable in advance.

The services relating to the forwarding of post will be invoiced separately on a half-yearly basis, with the exception of Chronopost and notifications of decisions or judgements which will be invoiced in accordance with the following scale:

- ordinary post under 20 g: ..... *included in the subscription*
- ordinary post over 20 g = *cost of postage,*
- registered post = *7.50 Euros ex.tax + cost of postage,*
- Chronopost: = *15.00 Euros ex.tax + cost of postage,*
- notification: = *35.00 Euros ex.tax + cost of registered postage.*

The fee and rates for services will be revised every year on 1 January.

A deposit of 150 euros to cover possible forwarding and termination costs is payable on conclusion of this contract. It will be returned at the end of the domiciliation after deduction of unpaid forwarding/termination costs.

The price for the use of a meeting room is set at 50 euros excluding tax per half day or 85 euros excluding tax for a full day.

## **TERMINATION**

If the domiciled party decides to terminate their contract, it must, in addition to respecting the notice period, take all measures to ensure that its registered offices are transferred by the date that the contract ends at the latest, failing which it will be liable to pay another full year's subscription. The transfer of the registered offices will be considered to have been completed from the date of reception by the domiciliation agent of the Company Registration Certificate (KBis) certifying the aforementioned transfer.

In the event that the post forwarded by the domiciliation agent is no longer received by the domiciled party and is returned to the domiciliation agent undelivered (labelled "no longer resides at address indicated", "unclaimed letter" etc.), **LOCADRESS** will send to the director, by standard post to their last address, a notice of returned post and/or non-collection. If the domiciled party does not correct this situation within fifteen days, by for example providing a new forwarding address, the domiciliation contract will automatically be able to be terminated. In any case, post, registered letters, Chronopost and notifications of decisions or judgements will no longer be collected or received.

If the annual fee and/or invoice for forwarding services is not paid within thirty days of the sending of the payment notice, forwarding will be stopped and post will be held; registered letters, Chronopost and notifications of decisions or judgements will no longer be collected or received. Failing payment of the above mentioned amounts within ten days of formal notification, sent to the

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director by registered post with acknowledgement of receipt, this contract will automatically be able to be terminated.

In the event of non-reception, non-collection of post and/or termination, the domiciliation agent will then have the right, if it considers it necessary, to return the post in question to the sender.

Furthermore, the domiciliation agent will immediately inform the Commercial Court of Basse-Terre of the termination of this domiciliation contract.

In the event of the termination of the contract by **LOCADRESS** for the above-mentioned reasons, the domiciled party will be liable to pay a termination and administrative fee of a fixed sum of 75.00 euros including tax, to cover, among other things, the costs of notification of the Commercial Court of the aforementioned termination and the management of post held at the office or arriving at Locadress's premises after the termination of the contract. The domiciled party authorizes the domiciliation agent to automatically deduct this fee from the deposit.

### AUTHORIZATIONS

The Domiciled party expressly authorizes the domiciliation agent to send information to the Tax authorities and any other bodies to which it must become affiliated, concerning the identity and residence of the company's legal representatives and any entities having the authority to require information.

Full powers are granted to the domiciliation agent by the domiciled party to receive and collect in its name all notifications, recommended letters and other categories of post from the Postal Services and authorization is given in accordance with French government decrees n° 84-406 and 85-1280

### FORWARDING ADDRESS

The domiciled party instructs the domiciliation agent to forward the director's post to the address given on the first page or to their representative at the address given in the attached appendix.

Signed in .....

on .....

For the domiciled Company  
The director

Signed in Saint-Martin,

on .....

For LOCADRESS  
P/o The Representative

**APPENDIX**  
**to Domiciliation Contract**

**Address of accounts office:** .....  
.....  
.....

**Address where documentation relating to accounts is kept:** .....  
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.....

**Forwarding address** *(if different from the director's)*

Name, first name: .....

Residing at: .....  
.....

Telephone: ..... Fax: ..... Mail .....

*The domiciliation agent must be informed in writing of any changes or modifications relating to the above-mentioned information. If the director has not yet determined the location of the accounts office and where accounts documentation will be kept at the time of signing the domiciliation contract, he or she undertakes to inform Locadress of these locations within a period of three months.*

Date .....

Director's stamp:

*PS: Please do not omit to enclose a copy of the director's proof of identity and residence.*