

Specific Terms – Luxembourg Domiciliation Services

1. Definitions

Unless specified otherwise in this Agreement, capitalized terms shall have the following meaning:

Defined Term	Definition
Domiciliation Law	the Luxembourg law dated 31 May 1999 relating to domiciliation of companies, as amended.

2. Gen II's duties

2.1. Provision of a registered office

2.1.1. Principle

The Client is authorized to establish its registered office at the address of Gen II, in accordance with the Domiciliation Law and this Agreement.

The Client's legal and corporate bodies are authorized to hold meetings at this address.

2.1.2. Transfer of registered office

Gen II may transfer the Client's registered office to any other address in Luxembourg upon providing the Client with one month's prior notice.

2.1.3. Gen II's responsibilities

Gen II will comply with Applicable Law, including verifying that the Client's statutory bodies and representatives do not contravene Applicable Law governing commercial companies and the right of establishment.

Gen II has no duty to comply with any obligation to the Client in respect of the Services that contravenes Applicable Law.

Gen II is authorized to request any document and relevant item from the Client that may be useful or necessary to comply with its legal obligations.

2.2. Mail handling

2.2.1. Principle

Promptly after receipt of Proper Instructions from the Client, Gen II will, without liability for loss, forward mail received at the registered office of the Client to an alternative address notified to Gen II.

2.2.2. Service of process

Gen II will:

- (1) forward relevant information to the management body of the Client;
- (2) acknowledge each notice, notification, summons and any other type of legal communication addressed to or served on the Client; and
- (3) is authorized to open any such communication it receives and be knowledgeable of its contents.

2.3. Identification and recordkeeping

Gen II will:

- (1) identify the management body, shareholders and ultimate beneficial owners of the Client, and any other person authorized by the Client to provide instructions to Gen II in relation to the Client, all in accordance with Applicable Law (and in particular the AML Law);
- (2) keep any document required to be kept at the registered office of the Client pursuant to Luxembourg Applicable Laws if these documents are entrusted to it by the Client or its duly appointed agents; and
- (3) keep required identification documents for a minimum of five (5) years after termination of this Agreement.

3. Client obligations

The Client will:

- (1) fix and maintain the seat of its central administration at the address of its registered office.
- (2) ensure that any mail addressed to it is sent to its registered address, while ensuring that the name of Gen II is not mentioned in the Client's address.
- (3) avoid anything which may give the impression to third parties that the Client is linked to or in relation with Gen II in a manner other than as domiciled company and domiciliation agent of companies.

4. Consequence of termination

Upon termination of the Agreement, these Specific Terms and relevant requirements under Applicable Laws will remain in force until the date on which the notice of termination is filed with the R.C.S. Luxembourg and published in the RESA.

If the Client is under the ongoing supervision of the CSSF, termination of this Agreement will be conditional upon a one-month prior notification to the CSSF.