

DOMICILIATION CONTRACT

By Direct Debit

Between the undersigned :

- The company ADMINISTRATIVE ASSISTANCE AGENCY, also named as 3A, SARL (Société à Responsabilité Limitée – Company with Limited Responsibilities) with a capital of 100,000 XPF (Pacific Franc Currency)

Headquartered at 29 Avenue du Maréchal Foch, Galerie Center Foch, Noumea, New Caledonia

BP. 4460 – 98847 NOUMEA CEDEX

Registered in the Nouméa Trade Register, under the number 2004 B 730,259, and represented by Mrs Laureen DAHAN, current director

Hereinafter referred to as
The **Domiciliary**, on the one hand,

And,

- The company.....
..... with a capital of..... XPF

Whose registered office is located in.....

Registered at the Nouméa Register of Companies, under the number.....

.....

Represented by.....

Hereinafter referred to as
Domiciled on the other hand,

Noting that :

The domiciliary, the company "3A" SARL, has an office building located in Noumea 29 avenue du Maréchal FOCH, Centre-Ville, which operates for provision of common services to enterprises.

The above-mentioned premises include the following equipment:

- a reception desk ;
- a telephone switchboard ;
- a photocopying apparatus ;
- a room to ensure the necessary confidentiality and to allow a regular meeting between head of management and administration, for supervision of the domiciled company and also the holding, keeping and consultation of books, records and documents prescribed by laws and regulations ;

The terms of this direct debit agreement exclude the legal and regulatory provisions governing commercial leases, which the resident expressly accepts.

The PARTIES agreed and decided as follows :**Article 1 : Purpose**

The purpose of this contract is to domicile the registered office of the domiciled, in accordance with the provisions of articles L 123-11-2 and following (created by Ordinance No. 2009-104 of 30 January 2009, art. 9-3, extended by Ordinance No. 2009-865 of 15 July 2009, Art. 9-1) and R 123-166-1 et seq. (created by decree N ° 2009-1695 of 30 December 2009, art. 1) the French Commercial Code relating to company domiciliation.

Article 2 : Benefits

The domiciliary company is committed to providing the domiciled, in the building designated as above, with the following benefits:

- Possibility to use the postal and domicile addresses of the domiciliary for the establishment of your company,
- Receipt of your mail,
- Mail opening and scanning directly sent to you by email,
- Reception up to thirty (30) calls per month of phone messages, then forwarded to the domiciled by email,
- The reception of the domiciled's visitors for the deposit of messages.

The domiciliary has informed the domiciled, who expressly acknowledges and accepts it, that the following benefits are not included in the hereunder fees, since this list is not exhaustive :

- courier activity (i.e pick up/drop off registered mail) ;
- the reception of calls beyond thirty (30) calls per month ;
- the work requested in addition by the domiciled ;
- the provision of premises, with the exception, in accordance with the legislation in force, of a room to ensure the necessary confidentiality and to allow a regular meeting of the bodies responsible for the management, administration or supervision of the domiciled as well as the holding, retention and consultation of the books, records and documents prescribed by the laws and regulations ;
- the commercial representation of the products or services of the domiciled which implies the reception of the customers and interviews for the sale of the products or services of the domiciled.

Article 3 : Reciprocal Obligations of the Parties

Article 3-1 : Obligations of the domiciliary

For the duration of this agreement, the domiciliary shall undertake to:

- Be registered in the trade and corporate register or in the Trades directory during the occupancy of the premises;
- Make available to the domiciled premises with a room to ensure the necessary confidentiality and to allow a regular meeting of the bodies responsible for the management, the administration or the supervision of the company as well as the holding, the retention and consultation of books, records and documents prescribed by laws and regulations;
- Hold a folder containing the supporting documents relating to the domicile of the domiciled's legal representative, his telephone details, detail of each place of activity and where are kept accounting records when they are not preserved at the domiciliary's premises;
- Inform the RCS DAE or the chamber of Trades and Crafts :
 - at the expiration of the domiciliation contract or in the case of early termination of it, the termination of domiciliation on domiciliary's premises ;
 - where the resident has not acknowledged his or her mail for three (3) months.
- Communicate to the bailiffs, with an enforceable title, the information to contact the domiciled;

- Provide, on a quarterly basis, a list of persons who have resided at their premises during that period or who have terminated their domiciliation as well as, each year, before the 15th of January, a list of domiciled persons on the 1st of January.

Article 3-2 : Obligations of domiciled

The domiciled agrees to :

- Submit to the domiciliary, upon signature of this agreement, a certified copy of the status, a proof of identity and domicile of its legal representative, a Kbis extract of less than three (3) months and within two (2) months of the signature of present, a new K-bis up-to-date.

Throughout the term of this agreement, the resident shall undertake to :

- Use effectively and exclusively the premises, either as head office or, if the main office is located abroad, as an agency, branch or representation without being able to assign this contract and/or the rights arising therefrom in any way and under any form whatsoever;
- Keep the domiciliary informed of any changes in its activity;
- Declare any change in its legal form and purpose, as well as the name and personal domicile of persons with the power to engage them on a regular basis ;
- Give a mandate to the domiciliary, who accepts it, to receive on its behalf any notification ;
- To carry out its activities under its full moral, legal and financial responsibility, and expressly declares to clear the domiciliary of any liability in respect of any claims emanating from an organization, company and /administration as a result of the activities carried out and the information disseminated by it.

At the end of this agreement, the domiciled shall finally commit himself to :

- Complete all necessary formalities for the legal and administrative transfer to another address of its headquarters or establishment or its cancellation;
- Within one month after the end of the contract, the domiciled must communicate to the domiciliary a Kbis justifying the new address of his head quarters or premises or of his de-registration.

Failing to prove to the domiciliary the transfer of the address of its head quarters or premises or of the cancellation of its registration by the receipt of this Kbis, the charges of the domiciliation will continue to run even if the domiciled has made known his intention to terminate the direct debit contract. The security deposit will be allocated to the costs and procedures carried out by the domiciliary and will be deemed to be acquired in remuneration for its services. The domiciliary may apply to the competent

courts in order to obtain the new address of the domiciled or premises. It is expressly agreed that in this case, the domiciliary is authorized to keep the security deposit referred to article 6, until the transfer of address, without prejudice to the domiciliary to claim any damages for compensation for the damage suffered .

At the date of the transfer of address, the security deposit will be retained by the domiciliary and an amount of three thousand francs (3 000 XPF) per month will be deducted, only in the case of receipt of mail on behalf of domiciled at the address of domiciliation ; Fees and procedures incurred by the domiciliary will be charged in addition. This charge of the domiciliary on the amount of the security deposit shall be the subject of an invoice to the resident detailing the services performed by the domiciliary.

The balance of the security deposit will be returned to the domiciled after a period of six (6) months following the date of receipt by the domiciliary of the Kbis justifying the transfer of address or the cancellation.

Article 4 : Duration

This direct debit agreement is granted and accepted for a period of 12 months starting from.....

(NB: Art R 123-168 Commercial Code: Duration of at least three months renewable by tacit renewal, except notice of termination).

It shall be renewed by tacit renewal for the same duration of 12 months, unless notified by one of the parties by registered letter with request for notice of receipt 3 months before the term fixed.

This agreement may also be terminated in advance by either party in the event of a breach by any of the parties of the obligations charged herein. In this case, the termination will take effect as of right, 15 days after receipt of a formal notice sent by registered letter with request for receipt, by the injured party to the failed party and remained unsuccessful.

Article 5 : Levy – Applicable Taxes

This direct debit agreement shall be granted and accepted for a monthly fee of 16,000 francs (XPF), excluding taxes, payable in advance, by transfer, covering all the benefits referred to in article 2; A monthly tax fee of 16,960 francs (XPF) (TGC of 6%).

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In the event that one or more of the taxes to which the domiciliation contract is subject to disappear, to be replaced by another or to have its rate amended, regardless of the rate, the parties agree now that the new tax will apply as of right to this contract.

Article 6 : Security Deposit

The domiciled shall pay, on the date of signature of this contract, as security deposit, the sum of 64,000 francs (XPF) corresponding to 4 months, tax non included, as a guarantee in particular of the payment of the levy referred to in article 5.

At each readjustment of the royalty, the security deposit will be increased so as to always correspond to 4 months of tax-free royalty.

At the end of the contract, this security deposit will be reimbursed to the domiciled, net of the sums that could be owed to the domiciliary.

It does not exempt the resident from paying all the royalties up to the intended term.

The sums paid as a security deposit will not be productive of interest to the benefit of the domiciled company.

Article 7: Attribution of jurisdiction

Any dispute that may arise between the parties in connection with the execution of this direct debit agreement shall be brought to the commercial court on which the domiciled's head quarter is affiliated to.

Article 8 : Election of domicile

The Parties shall be domiciled :

At 27 Avenue du Maréchal Foch, Gallery Center Foch, Centre-ville, BP. 4460 – 98847 in Noumea, for the domiciliary,

.....
for the domiciled,

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Made in Noumea Le..... 20..

In two (2) original copies

The company "3A" SARL

represented by Mrs. Laureen DAHAN "The Domiciliary"



Laureen DAHAN

The company.....

Represented by "The Domiciled"

Mandatory handwritten statements : "I certify on the honour that accounting and billing are held to.....

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"I undertake to put the accounting documents at the disposal of the tax Administration at the address of domiciliation in case of tax control."

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