

TERMS OF SERVICE

1. Services to Be Rendered

The Company will undertake the coordinating, preparation, and execution of the Scope of Work defined in the Proposal, as agreed to by the Client.

Services not explicitly described in the proposed scope are billed at rates defined in the Incidental Fees Scheduled.

The Ad Hoc service rate located in the Incidental Fees Schedule applies whenever the client requires additional services from the company which are outside of the defined Scope of Work or when the Company is called upon to provide services in order to rectify events which occur outside of the Company's control. The Company's will obtain the Client's written authorization before beginning Ad Hoc work. Examples where the Ad Hoc rate may apply include, but are not limited to, obtaining answers to international & domestic legal questions, support with international background checks, rectifying an undeclared change of address, replacing lost certificates from Luxembourg's government, handling a Request for Evidence from a Government authority, and application cancelation or appeal. The Ad Hoc rate includes, but is not limited to, work on your behalf such as telephone calls, emails, document production, and personal appearances including transit time to/from the destination. The Company will maintain a client time log and provide such time log with details to the client at the time of Ad Hoc billing. Billing is in 15-minute increments and a \$60 (30 Minute) retainer is required.

2. Relationship

Nothing contained in this agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. The Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this agreement without the prior written consent of Company.

The Company assumes no legal representation of the Client and this engagement does not constitute a power of attorney. The Company assumes no responsibility for the Client's personal actions.

3. Responsibilities

The Company in no way asserts or assures that any services so rendered guarantees that the Client will be able to obtain Luxembourgish nationality. The responsibility to truthfully represent the fact and produce valid, legal civil documents remains the responsibility of the Client. Any false affirmations, altered documents, or dissimulation of facts (whether intentional or unintentional), will invalidate the Client's application to recover Luxembourgish nationality and could lead to penalty or criminal charges.

The Company undertakes to deliver all services in a timely manner and to serve each of its clients with equal provision of service quality. The Client undertakes to stay in timely communication and respond to the Company's communication.

4. Advisory

All information, forms, correspondence, telephone calls, and guidance the Company provides to the Client is informative in nature and does not constitute legal advice in any jurisdiction. The client acknowledges that changes in government regulations and procedures or additional laws and regulations in Luxembourg may materially change or impact matters affecting the client's application. The Company undertakes to make its best efforts to contact Clients as soon as possible about such matters. The Client indemnifies the Company from any fault due to such matters.

5. Compensation

In compensation for the services to be rendered, an invoice will be issued based on the amount in the Proposal. Invoices are due upon receipt. Services can begin once payment is received.

6. Expenses

The Client assumes the cost of any project expenses not explicitly set forth in the Scope of Work, such as the shipping of documents. Final expenses may vary from the quote should prices controlled by outside vendors vary.

7. Changes

Changes in government policy and other factors may require that the Terms of Service and Scope of Work change from time to time. The Company will provide written notice of any such changes in advance.

8. Termination

This Agreement can be terminated by written notice to the other Party. If the Agreement is terminated before its full execution by either Party, the Company will issue a partial refund based on the number of line items in the Scope of Work which have not yet been started. If termination is requested by the Client, this refund will be less the card processing fee and a \$10 administrative fee. The Client is entitled to receive the deliverables from the Scope of Work which have already been completed. The refund will be issued to the original payment source.

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TERMS OF SERVICE (Continued)

9. Remedial Measures

In consideration of the Company's commitment to equal provision of service quality to all its clients and the Client's commitment to timely communication, if the Client does not respond to three Company emails in a row and/or if the Client does not respond to Company communication within 90 days, the Company reserves the right to suspend the execution of services set forth in the Scope of Work. The Company will inform the Client in writing no less than five business days before suspending services. The Company reserves the right to apply a 30-day delay to reactivate a suspended Client. The Company reserves the right to terminate the Agreement after it has been suspended for 90 days.

In lieu of terminating the agreement, the Company may elect to provide the Client with all the final deliverables from the Scope of Work along with a set of detailed written instructions allowing the client to complete the final steps in the process on their own (hereafter, "the Completion Kit"). Upon the Company's electronic delivery of the Completion Kit to the Client, the Scope of Work is considered as fully executed.

The Company additionally reserves the right to deliver a Completion Kit to the Client after the Company has been unable to complete the execution of the Scope of Work after 365 days since the date of Signature of this Agreement.

10. Indemnity

The Client shall hold the Company and its respective officers, directors, stockholders, employees, project partners and agents (the "Indemnified Parties") harmless from and indemnify such Indemnified Parties against all liabilities, damages, claims, actions, costs, charges and expenses arising out of or in connection with any damage or injury occurring during the term of the scope of the proposal of services rendered, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties. The Client expressly and specifically agrees to waive, and agrees not to make any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, lost business, revenue, profits or data, for any reason whatsoever arising out of or in connection with the services rendered, any failure to furnish any service provided hereunder, any error or omission with respect thereto, from failure of any and all courier service to deliver on time or otherwise deliver any items or any interruption of services. In no event will the Company's liability arising out of or related to the Scope of Work in any way exceed in aggregate per claim and per year, the total amount of fees invoiced by the Company to the Client for the year in which the claim was filed against the Company; and (2) in no event will the Company be liable for any consequential, indirect, special, incidental, or punitive damages. If applicable law limits the application of the provisions of this subsection, the Company's liability will be limited to the maximum extent permitted by law.

11. Applicable Law & Venue

This agreement and all related documents (including the proposal), and all matters arising out of or relating to this agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this agreement, including the proposal, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this agreement, including the proposal, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this agreement, including the proposal, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan, and any appellate court from any thereof.

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TERMS OF SERVICE

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11. **Applicable Law & Venue** *(continued)*

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in US District Court for the Southern District of New York or the courts of the State of New York sitting in Manhattan. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. **Force Majeure**

The Company shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, shelter in place orders, travel restrictions, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), or restraints or delays affecting carriers or inability or delay in obtaining transportation, materials or telecommunication breakdown or power outage.

13. **Confidentiality**

The Company agrees to keep all Client information confidential and not to share with third parties. Certain demographic data points application forms filled by legal adults (such as age, gender, city of birth, current city, education level, major, professional function, and industry) are anonymized and aggregated on an annual basis and contribute to a public report made available for viewing from our website and in print. The Client may opt-out of participating in the reporting by requesting so in writing to the company via email at info@luxcitizenship.com.

14. **Continuity**

If any term or provision of this agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. **Agreement**

By electronically signing the Proposal, both parties acknowledge agreement to the scope of the proposal as well as these Terms of Service.
