



Terms of Service

Effective January 26, 2024

This Terms of Service Agreement (hereinafter referred to as the “Agreement”) constitutes a legally binding contract between Connaissance Solutions LLC, doing business as LuxCitizenship (hereafter referred to as “the Company”), and the individual engaging the services of the Company (hereafter referred to as the “Client”).

Acceptance of Terms:

The Client becomes bound by this Agreement upon completing the service checkout process on the Company’s website. This process includes accepting the defined Scope of Work on the checkout page, entering the Client’s name in the designated signature field, and clicking the “Agree” button to accept these Terms of Service. By completing this process, the Client expressly acknowledges and agrees that the Company will render the services in the defined Scope of Work and to be legally bound by the terms and conditions set forth in this Agreement.

Definition of Client:

For the purposes of this Agreement, “Client” shall refer to the individual whose name is entered as the Signatory during the online checkout process. Additionally, “Client” includes any family members who subsequently join the engagement and expressly agree to be bound by the terms of this Agreement.

Agreement of the Parties:

The Company and the Client, collectively referred to as the “Parties,” hereby agree to the following terms and conditions governing their engagement:

1. Services to Be Rendered

The Company will undertake the coordinating, preparation, and execution of the Scope of Work defined in on the webpage where the client checked out, as agreed to by the Client.

Services not explicitly described in the proposed Scope of Work are billed at rates defined in the Incidental Fees Schedule defined in Article 16.

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 guarantee 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 obtain 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. 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 are informative in nature and do not constitute legal advice in any jurisdiction. The client acknowledges that changes in government regulations and procedures or additional laws and regulations in Luxembourg or other jurisdictions 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

Payment for the sum defined at checkout is due upon signature of the agreement. A receipt of payment will be sent to the client via email. In some circumstances, such as those defined in Article 16, further invoices may be issued to the client via email. 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 the Company's full execution of the Scope of Work, 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.

Additionally, if the Company deems it necessary to Terminate the Agreement for Cause, for reasons including, but not limited to, gross misconduct by the Client, dissemination of the facts or other dishonest activity, and/or violation of any applicable laws, the Company will issue a partial refund under the same conditions as if the Termination was requested by the Client.

In the case of Agreement Termination, 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.

9. Remedial Measures

In consideration of the Company's commitment to equal provision of service to all its clients and the Client's commitment to timely communication, if the Client does not respond to three consecutive emails sent by the Company, the Company reserves the right to Terminate the Agreement for Cause or suspend the execution of services set forth in the Scope of Work. The company's decision to exercise either right will be notified to the client in writing. The Company reserves the right to apply a 30-day delay to reactivate a suspended Client.



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, personalized written instructions allowing the client to carry out the remaining actions the company would have otherwise undertaken related to the Scope of Work (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.

10. Service Term

The term of this Agreement is for a period of 365 days. If the Company has been unable to complete the full execution of the Scope of Work after 365 days since the date of Signature of this Agreement, the company will deliver a personalized completion kit to the client as defined in Article 9. This will constitute the full execution of the Scope of Work.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Miscellaneous

The following Miscellaneous provisions apply to this agreement:

- **A. INCIDENTAL FEES SCHEDULE**

I. Shipping: All shipping organized by the Company in the interest of the Client is outside the defined Scope of Work and is billed separately. The Company will use Fedex 2 Day International Rate, or an equivalent service, and invoice to the client based on the company's applicable discount rate with Fedex at the time of shipping.

II. Translation: For non-US, non-Luxembourg documents: \$68.50/page. A page is defined as 300 words or less.

III. Ad Hoc (Out of Scope) Rate: \$120 / Hour

The Ad Hoc service rate 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 will obtain the Client's explicit 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 cancellation 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.

- **B. IDENTITY DOCUMENTS**

All Clients are required to have unexpired passports to enter into this agreement. A full and unobstructed scan of the Client's unexpired passport must be provided to the Company within five days of signature of this agreement or the Agreement will be considered as terminated by the client and the applicable provisions of Article 8 will apply.

- **C. ELIGIBILITY**

If upon entering into this agreement the company determines as part of its Final Eligibility Determination that the client is ineligible to benefit from the Scope of Work services, this will be notified in writing to the Client and the Agreement will be terminated and the Client's payment refunded in full to the original payment source. Subsequent to this point, should information becomes available which renders it impossible for the Company to continue on its execution of the Scope of Work, the Agreement will be terminated and the Scope of Work line items which have not been started up until that point will be refunded to the Client via the original payment source.

- **D. CLIENT INTAKE PROCESS**

Upon entering into this agreement in due form, the Company will send to the Client an email requesting that the client fills out an online client Intake Form. The Client undertakes to fill out this Intake Form as soon as possible. If the Client does not complete the Client Intake form within 14 days and in the Company's Final Eligibility Analysis the Client is deemed ineligible, the refund of the client's payment will be less a penalty of \$200. If the Client does not fill out the Client Intake form within 30 days from entering into this agreement, the Company will Terminate this Agreement for Cause.

- **E. DISCLOSURE**

Fees are subject to change based on any information not otherwise disclosed to the Company by the client previous to entering into this agreement or during the Client Intake process. If the company judges that the client purposefully disseminated the truth at any time, the Company reserves the right to Terminate the Agreement for Cause.

- **F. CONTACT BY LUXEMBOURG AUTHORITIES** If the Client is contacted by the Luxembourg authorities via telephone, email or postal mail related to any matter arising from this Scope of Work, the Client must contact the Company



via telephone or email to report the matter no later than 72 hours after contact. If the client does not contact the Company within this timeline, all subsequent action undertaken by the Company relating to the matter under question will default to the Ad Hoc rate.

17. Agreement

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