Mourant Governance Services

Product Terms
Domiciliation Services - Luxembourg

mourant

1. INTRODUCTION

1.1. These product terms apply whenever Mourant Corporate Services (Luxembourg) SARL (**we**, **us** or **our**) agrees to provide you with domiciliation services in Luxembourg.

1.2. The definitions and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms. In addition:

Domiciliation means the period during which we agree to provide you with Services;

OEC means the Ordre des Experts-Comptables Luxembourg;

Qualifying OEC Service means a service within the functions of a Luxembourg *expert-comptable*, identified in the Engagement Letter, which we must provide to you alongside the Services under Clause 2.3;

Registered Office means our registered office from time to time; and

Services means the domiciliation services we agree to provide to you in Luxembourg under the Engagement Terms, including the provision of a registered office, receipt and handling of correspondence and any ancillary service expressly identified in the Engagement Terms.

1.3. For the Services, the documents forming the Engagement Terms apply in the following descending order of priority:

(a) any applicable engagement letter and its schedules;

(b) these product terms;

(c) applicable jurisdiction terms;

(d) our General Terms and documents incorporated by them, including the Data Processing Terms except that the Data Processing Terms prevail on matters concerning the processing of personal data as processor in connection with the Services; and

(e) any other document that forms part of the Engagement Terms, including any document incorporated by those listed in paragraphs (a) to (d).

1.4. The Engagement Terms are the written domiciliation agreement between you and us for the purposes of applicable Luxembourg law and OEC professional requirements, and record the standards those requirements impose. If a mandatory provision of Luxembourg law or an applicable OEC professional rule, standard or requirement conflicts with the Engagement Terms, that provision, rule, standard or requirement prevails.

2. SCOPE AND QUALIFYING OEC SERVICE

2.1. Our provision of the Services does not of itself appoint us as agent, director, manager, commissaire or company secretary. Any such appointment requires a separate mandate, which is governed by its own terms.

2.2. The registered office will be at the Registered Office.

2.3. We cannot provide the Services on their own. During the Domiciliation, we must also provide you with at least one Qualifying OEC Service.

2.4. If no Qualifying OEC Service is in place, or it can no longer lawfully continue, we may refuse to start the Services or may terminate the Services on the grounds that this constitutes a material breach under Clause 31.2.2(a) of the General Terms. For the avoidance of doubt, paragraph 6A.7 of the Schedule to our General Terms does not apply to a termination under this Clause 2.4.

3. COMMENCEMENT AND ACCEPTANCE

3.1. Our obligations begin only once we have confirmed that our client-acceptance and pre-engagement due diligence checks are complete and satisfactory.

3.2. Before we accept your instruction, we must check that your domicile meets the applicable requirements. We must also assess you, your proposed and actual activities, where they are carried on, the services connected with them, the purpose and intended nature of our relationship, where your principal establishment is and any legal, tax, business-licence, regulatory, filing or publication requirements relevant to our acceptance of you. We do this only for our own client-acceptance purposes and do not advise you on those matters.

4. OUR DOMICILIATION DUTIES

4.1. Subject to the Engagement Terms, we will provide the registered office at the Registered Office, receive correspondence addressed to you there and perform any agreed ancillary Services.

4.2. If we have agreed to do so, we will accept service of process and official notices addressed to you at the Registered Office. Otherwise, we may represent or bind you only if you authorise us in writing.

4.3. For the purposes of Clause 5.4 of our General Terms, applicable laws and rules include the rules governing the profession of *expert-comptable*, the OEC code of ethics and applicable OEC professional standards.

4.4. We will keep appropriate records of our work, exercise professional judgement and make sure the work is properly directed, supervised and reviewed.

5. CORRESPONDENCE, BOOKS AND RECORDS

5.1. To monitor your compliance with applicable laws and rules, we will receive and read all correspondence addressed to you at the registered office, including official, regulatory, banking, tax and commercial correspondence. We may open it where the law allows and may keep and copy it.

5.2. You will make sure that we promptly receive any correspondence relevant to the Services that is delivered elsewhere. You will not arrange for correspondence to bypass the registered office in a way that stops us performing our duties.

5.3. When we ask, you will promptly give us access to your accounting records and provide your books, statutory registers, accounts, inventories, tax returns, contracts, minutes, written resolutions, delegations, licences, filings, publications and any other records we reasonably need.

5.4. We may scan, copy and keep records where reasonably necessary to provide the Services, keep evidence of our work, meet our legal and regulatory obligations or manage risk.

6. COMPLIANCE WITH LAW AND COOPERATION

6.1. In addition to Clause 15.2.5 of our General Terms, you will rigorously comply with all legal, regulatory and administrative requirements in force in Luxembourg and elsewhere that apply to you.

6.2. You will maintain all required authorisations and tell us immediately of any actual or suspected breach, investigation, enforcement action, litigation, proceeding, dispute, insolvency concern or other event that may materially affect your legal standing, financial position, reputation or ability to comply. In addition to Clauses 15.2.11 and 15.2.12 of our General Terms, you will tell us immediately of any change to your articles, or to the

composition of your shareholders, corporate bodies or beneficial owners, and give us the related documents.

6.3. Subject to Clauses 5.1 and 7, we will carry out only the monitoring and verification that OEC professional standards require of us in providing the Services. We do not otherwise monitor or verify your compliance with any law or rule, and we are not required to carry out any wider legal compliance check.

7. YOUR RESPONSIBILITIES

7.1. You are responsible for your decisions, management, compliance, activities, transactions, solvency, accounting records, financial statements, tax and legal affairs, statutory filings and compliance with applicable laws and rules. Our duties as domiciliation agent do not transfer management responsibility to us and do not constitute an audit or assurance engagement.

7.2. Clause 15.2.4 of our General Terms applies to all information and documents you give us. In addition, you will give us enough time to perform the Services. You will also give us all books, registers, records, minutes, contracts, files, documents and certificates that (a) we consider necessary to identify relevant persons, understand and monitor your activities and assess your financial position, and (b) you are required to provide by law or by a relevant regulatory authority.

7.3. You will not carry out any unlawful transaction or use the registered office for any unlawful, misleading or improper purpose. Unless a separate mandate says otherwise, you will not suggest that our relationship goes beyond that of domiciliation agent and domiciled company, or that we manage, control, guarantee or are responsible for your business.

8. INSTRUCTIONS AND COMMUNICATIONS

8.1. Clause 9 (Your instructions) of our General Terms applies. Any Proper Instruction concerning our processing of personal data as processor must be documented and must relate to the purposes set out in the Engagement Terms and the Data Processing Terms.

8.2. In addition to Clauses 10 (Specific authority) and 30 (Suspending the Services) of our General Terms, we may decline, suspend or delay acting on a Proper Instruction that is contrary to your constitutional documents or to resolutions made available to us.

9. DATA PROTECTION

9.1. For processing carried out solely on your documented instructions to provide the Services, you will generally act as controller and we will act as processor. The Data Processing Terms apply to that processing. This Clause 9 supplements the Data Processing Terms and is not a specific processing agreement for the purposes of clause 1.3 of the Data Processing Terms.

9.2. In addition to Clause 20.3 of our General Terms and clause 1.3.2 of the Data Processing Terms, we act as an independent controller when we process personal data to comply with our own legal and regulatory obligations, including client acceptance, anti-money laundering, counter-terrorist-financing and sanctions checks and cooperation with competent authorities.

9.3. Each party will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, and will comply with the obligations that apply to its role. Clause 20.5 of our General Terms applies. As controller, you will ensure that personal data we process on your behalf is: processed lawfully, fairly and transparently; collected for specified, explicit and legitimate purposes; adequate, relevant and limited to what is necessary; accurate and, where necessary, kept up to date; kept no longer than necessary; and protected by appropriate security. You will also: give us only correct, relevant and necessary personal data; provide the information required under Articles 13 and 14 of the GDPR; respond to requests from data subjects; give us documented processing instructions; and supervise the processing, including through audits and inspections, in line with the Data Processing Terms.

9.4. For processor activities relating to the Services: (a) the subject matter is the provision and administration of the registered office, receipt and handling of correspondence, maintenance and use of associated corporate records, and performance of the Services; (b) processing continues for the duration of the Services and any applicable return, deletion or legal-retention period; (c) the nature and purpose of processing are the collection, receipt, consultation, organisation, recording, storage, use, transmission and other processing necessary to perform those services and comply with related obligations; (d) data subjects may include directors, managers, shareholders, beneficial owners, authorised representatives, employees, officers, advisers, counterparties, correspondents and other persons connected with you; and (e) personal data may include identification, contact, professional, corporate, financial, transactional, correspondence and other information necessary for the Services.

9.5. In addition to clause 4 of the Data Processing Terms, when we act as processor we will: (a) notify you without undue delay after becoming aware of a personal data breach affecting personal data we process on your behalf; (b) ensure that persons we authorise to process that personal data receive appropriate data protection training; (c) take into account the principles of data protection by design and by default; (d) keep a written record of the processing we carry out on your behalf; and (e) give you the contact details of our data protection officer.

10. RECORD RETENTION

10.1. We will keep the documentation used to identify the members of your corporate bodies, your shareholders and your beneficial owners for at least five years after their relationship with you ends, or for any longer period required by law. This applies in addition to Clause 21 (Data retention) of our General Terms.

10.2. Identification records may be kept separately from your other documents.

11. FEES AND NON-PAYMENT

11.1. Even if you do not pay us, we will continue to perform the duties the law requires of us while the domicile remains legally effective under Clause 13. Any right in our General Terms to suspend or refuse services for non-payment does not apply to those duties.

11.2. Our fees and expenses under Clause 11 (Our fees) of our General Terms include those for work we must do before termination takes effect, required publications and the orderly transfer of the registered office.

12. DURATION, SUSPENSION AND TERMINATION

12.1. The Services start on the date notified under Clause 2.2 and continue for an indefinite period until terminated under the Engagement Terms and this Clause 12.

12.2. If we terminate immediately (dénonciation), we will notify you by registered letter and identify the legal, regulatory, professional or contractual provisions that have not been complied with, unless the law prevents us from doing so. Paragraphs 6A.5 and 6A.7 of the Schedule to our General Terms do not apply to the Services.

13. EFFECT OF DÉNONCIATION

13.1. Any *dénonciation* of the domiciliation, whether on notice or with immediate effect, takes effect only when we file it with the

Luxembourg Trade and Companies Register under applicable laws and rules and we will continue to provide the Services until that time.

13.2. Until that filing, we will continue to perform our duties as domiciliation agent. Clause 32.1 of our General Terms applies, and you will also promptly give us all approvals needed to complete the filings and publications referred to in Clause 13.3.

13.3. In addition to Clause 32.3.3 of our General Terms, you acknowledge that Luxembourg law requires us to bring the *dénonciation* of the registered office to the attention of third parties and to make it public, and you authorise us to complete all required filings and publications, including with the Luxembourg Trade and Companies Register and through RESA.

14. LIABILITY AND INDEMNITY

14.1. Clauses 16 (Indemnity) and 17 (Our liability) of our General Terms apply, as modified by paragraph 6A.10 of the Schedule to our General Terms where applicable. For the purposes of Clause 17.1 of our General Terms, liability that cannot be limited or excluded under Luxembourg law includes liability arising from fraud or wilful misconduct (*dol*) and gross negligence (*faute lourde*).

Date: 23 November 2026