AGREEMENT RELATING TO AN ELECTED DOMICILE

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This Agreement Relating to an Elected Domicile (the “Agreement”) is effective [DATE],

**BETWEEN: [INDIVIDUAL NAME]** (the "Individual"), an individual with his main address located at OR a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [YOUR ADDRESS]

WHEREAS [INDIVIDUAL NAME] is a legal person not constituted in [COUNTRY] and carrying on an activity or operating an enterprise or possessing an immovable real right in [COUNTRY];

WHEREAS [INDIVIDUAL NAME] is not domiciled and does not have an establishment in [COUNTRY];

WHEREAS [COMPANY NAME] wishes to elect domicile in [COUNTRY] for the purposes of the [ACT/LAW/RULE] respecting the legal publicity of sole proprietorships, partnerships and legal persons;

WHEREAS [COMPANY NAME], which place of business is located at [FULL ADDRESS], [COUNTRY], agrees to have its address used as the elected domicile in [COUNTRY] of [SPECIFY] under the terms provided herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. [INDIVIDUAL NAME], hereby consents to the use of its address as the elected domicile in [COUNTRY] of [SPECIFY] (the “Company”) for the sole purpose of the service of any suit or proceeding against the Company and for receiving all such other legal documents as provided in the Act respecting the legal publicity of sole proprietorships, partnerships and legal persons or any such other legal documents served by any such authority that has or may have jurisdiction on the Company or its business. All documents received by [INDIVIDUAL NAME] shall be forwarded to the Company at the address specified in paragraph 5 below.
2. [INDIVIDUAL NAME] may, at any time and for any reason whatsoever, give notice to the Company of the fact that it no longer wishes to have its address used as the elected domicile in [COUNTRY] of the Company. Within [NUMBER] days of such notice, the Company shall notify [INDIVIDUAL NAME] of its newly elected domicile in [COUNTRY]. Upon receipt of such notice, [INDIVIDUAL NAME] shall forward any documents received pursuant to paragraph 1, to such new elected domicile of the Company.
3. If the Company fails to notify [INDIVIDUAL NAME] of its newly elected domicile in [COUNTRY] within the delay prescribed by paragraph 2, [INDIVIDUAL NAME] shall be entitled, and the Company hereby expressly consents and authorises any partner of [INDIVIDUAL NAME], to file any documents or notices establishing the fact that [INDIVIDUAL NAME]’s address is no longer used as the elected domicile of the Company and that such elected domicile is now the [COUNTRY] Court House. In such case, all documents received pursuant to paragraph 1 shall be forwarded to the Company at the address specified in paragraph 5 or at the [CITY] Court House.
4. The Company shall indemnify [INDIVIDUAL NAME] and save it fully harmless from and against all direct, indirect or consequential losses, costs, damages, expenses, demands, claims, suits or other liabilities (including legal costs) of any kind or nature whatsoever which [INDIVIDUAL NAME] shall or may incur, become liable for or suffer in any manner arising in connection with any action taken or not taken by [INDIVIDUAL NAME] *in re*spect of this Agreement; provided, however, that this indemnity shall not apply *in re*spect of such liabilities arising by reason of gross negligence or willful default on the part of [INDIVIDUAL NAME]. This undertaking shall survive any termination of this Agreement.
5. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process with respect thereto shall be validly made, given or served, if in writing and delivered personally or by courier service or by registered mail, postage prepaid to the following address:

5.1 if to [INDIVIDUAL NAME] (b) if to the Company

[INDIVIDUAL NAME], General Partnership

c/o c/o

[FULL ADDRESS]

[COUNTRY]

Telephone: Telephone:

Fax: Fax:

or to such address as any party hereto may, from time to time, designate by written notice, delivered in like manner. Notice given by mail as set out above shall be deemed received on the tenth business day after the date of mailing. Notice given by delivery shall be deemed received on the actual date of delivery hereof. Notices, consents, requests, instructions, approvals and other communications may be signed by any party hereto or, as the case may be, any of their officers.

1. For the services to be provided hereunder, the Company shall pay to [INDIVIDUAL NAME] an annual fee of [AMOUNT] (excluding taxes) in advance, which fee may be increased from time to time with respect to any subsequent year, by notice given by [INDIVIDUAL NAME] to the Company, plus such out-of-pocket expenses as are incurred by [INDIVIDUAL NAME] in connection with the services herein set forth. Notwithstanding the foregoing, if [INDIVIDUAL NAME] is acting as Attorney for the Company, pursuant to the standard Attorney Agreement, there shall be no fees payable by the Company pursuant to this Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

INDIVIDUAL COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title