

For Internal Use Only:

Company Name:.....

Activity Code(s):.....

COMPANY APPLICATION FORM

INCORPORATING

MANAGEMENT AGREEMENT

AND

TERMS & CONDITIONS OF BUSINESS



FORM-A-CO (GIBRALTAR) LIMITED

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EXPLANATORY NOTE

This Application Form is required to be completed in accordance with Regulations laid down by the Gibraltar Financial Services Commission. It forms the basis of the business relationship between *Form-A-Co (Gibraltar) Limited*, Suites 41/42 Victoria House, 26 Main Street, Gibraltar GX111AA (herein after referred to as "Form-A-Co") and its Clients. As such, on completion, *and subject to acceptance of the Application by Form-A-Co*, a copy may be furnished to the Applicant for Business / Client for his /her records. The original will be retained in the files of Form-A-Co and may be disclosed to the Gibraltar Financial Services Commission upon demand. Otherwise, all information given will be treated in the strictest of confidence.

The information contained in this document is subject to the European General Data Protection Regulations and the rights contained therein shall apply to all Applicants for Business / Clients.

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PART 1

MAKING THIS APPLICATION

(To be completed in all cases)

A.) Name(s) of the person(s) making this Application:

B.) Capacity in which you are making the Application:

	Please tick as appropriate
As Beneficial Owner(s)	
As an Agent or Introducer (see note 1 & 4 below)	
As duly appointed Legal Representative (see note 2 & 4 below)	
Other Capacity (please see note 3 & 4 below)	
Please specify:	

NOTES:

- 1.) *Please tick this box if you are making this Application in accordance with and under the terms of a valid Agency or Introducer Agreement with Form-A-Co. Under these circumstances the Agent's or Introducer's signature on the Management Agreement and Indemnities shall be acceptable, however, the Terms & Conditions of Business shall be considered as binding on both the Agent / Introducer and the Ultimate Beneficial Owner(s).*
- 2.) *Proof of appointment as legal representative of the Ultimate Beneficial Owner(s) must be provided. As a legal representative the documents you sign shall be considered as fully binding on both yourself and on the Ultimate Beneficial Owner(s).*
- 3.) *If this Application is being made on behalf of the Ultimate Beneficial Owners(s) under either a formal or informal nominee arrangement then a copy of the relevant Nominee Agreement (or similar document) must be furnished with this application. As a nominee the documents you sign shall be considered as fully binding on both yourself and on the Ultimate Beneficial Owner(s).*
- 4.) *Under local regulation, The Ultimate Beneficial Owner(s) **MUST** sign **page 23**.*

PART 2

Questionnaire – Applicant 1

DETAILS OF APPLICANT 1 – BENEFICIAL OWNER/S, SHAREHOLDER/S OR DIRECTOR/S
Photocopy/Print additional forms as required for each officer. All Sections MUST be completed

*** Please refer to Appendix A in respect of our Due Diligence Requirements**

Personal Details

	Beneficial Owner	Shareholder	Director
Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title (Mr, Mrs, Ms)			
Surname			
First and other names			
Any former names			
Occupation	Please avoid Generic Descriptions i.e.: Businessman/Entrepreneur		
Country of Domicile			
Country of Residence for tax purposes			
Tax Identification Number			
Background regarding business and professional experience and full details on source of wealth (CV must be provided)			
Passport Number	Home Phone		
Nationality	Other Contact Number		
Place & Date of Birth	Email		
Residential Address:	Correspondence Address (if different to Residential Address)		
Building	Building		
Street	Street		
City	City		
County/State/Province	County/State/Province		
Country Post Code	Country Post Code		

PART 2

Questionnaire – Applicant 2

DETAILS OF APPLICANT 2 – BENEFICIAL OWNER/S, SHAREHOLDER/S OR DIRECTOR/S
Photocopy/Print additional forms as required for each officer. All Sections MUST be completed

*** Please refer to Appendix A in respect of our Due Diligence Requirements**

Personal Details

	Beneficial Owner	Shareholder	Director
Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title (Mr, Mrs, Ms)			
Surname			
First and other names			
Any former names			
Occupation	Please avoid Generic Descriptions i.e.: Businessman/Entrepreneur		
Country of Domicile			
Country of Residence for tax purposes			
Tax Identification Number			
Background regarding business and professional experience and full details on source of wealth (CV must be provided)			
Passport Number		Home Phone	
Nationality		Other Contact Number	
Place & Date of Birth		Email	
Residential Address:		Correspondence Address (if different to Residential Address)	
Building		Building	
Street		Street	
City		City	
County/State/Province		County/State/Province	
Country Post Code		Country Post Code	

PART 2

Questionnaire – Applicant 3

DETAILS OF APPLICANT 3 – BENEFICIAL OWNER/S, SHAREHOLDER/S OR DIRECTOR/S
Photocopy/Print additional forms as required for each officer. All Sections MUST be completed

*** Please refer to Appendix A in respect of our Due Diligence Requirements**

Personal Details

	Beneficial Owner	Shareholder	Director
Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title (Mr, Mrs, Ms)			
Surname			
First and other names			
Any former names			
Occupation	Please avoid Generic Descriptions i.e.: Businessman/Entrepreneur		
Country of Domicile			
Country of Residence for tax purposes			
Tax Identification Number			
Background regarding business and professional experience and full details on source of wealth (CV must be provided)			
Passport Number	Home Phone		
Nationality	Other Contact Number		
Place & Date of Birth	Email		
Residential Address:	Correspondence Address (if different to Residential Address)		
Building	Building		
Street	Street		
City	City		
County/State/Province	County/State/Province		
Country Post Code	Country Post Code		

Company Application

Please complete every section of this form

PROPOSED COMPANY NAME

First Choice	
First Alternative	
Second Alternative	

Has the Company been selected from our list of Shelf Companies? Yes No

*** If an existing Company is to be transferred under Form-A-Co's administration please ensure that a Certificate of Good standing and/or Incumbency is provided where necessary.**

PURPOSE OF THE COMPANY (please tick the appropriate box or boxes)

Investment/Holding <input type="checkbox"/>	Trading <input type="checkbox"/>	Consultancy <input type="checkbox"/>
Property owning <input type="checkbox"/>	Maritime <input type="checkbox"/>	Other <input type="checkbox"/>

PROPOSED ACTIVITIES & LOCATION

Please expand on what the proposed / current activities of the Company are and where the proposed activities will be carried out. Please list both regions and countries if necessary.

(*NOTE – we require full details and generic replies such as “property/investment holding” will not be accepted)

Activity:
Country/ies:
Website:
Assets:
Does the activity require a business licence or any other form of Licensing ? YES <input type="checkbox"/> NO <input type="checkbox"/>
Other Information:

SOURCE OF FUNDS FOR THE COMPANY

Personal Funds of the Owner(s) Trading Bank Loan
 Corporate Loan Other Institutional Loan Other

Please describe in detail the source of the funds and Amount that will be used to finance the Company and attach any applicable supporting documentation to this Application.

CAPITAL AND SHARES

Gibraltar Companies as standard will be incorporated with an authorised share capital of £2,000 divided into 2,000 ordinary shares of £1 each

BVI Companies as standard will be incorporated with an authorised share capital of \$50,000 divided into 50,000 ordinary shares of \$1 each

* Should you require a specific nominal share capital please complete the following:

Currency		Share Class	Issued Share Capital
Authorised Share Capital		Ordinary	
Nominal Amount per Share		Redeemable Preference	
		Class A	
		Other	

COMPANY FINANCES

The Financial Year End for the Company would typically be 31st December or 30th June. Please indicate preference:

31 st December	
30 th June	
Other	

BANKING (Complete the following if the Company has or requires a bank account)

Bank:

Building
Street
City
County/State/Province
Country Post Code

Please indicate which currencies will be required:

£ STERLING	
€ EURO	
\$ US DOLLAR	
OTHER	

Estimated number of transfers into the Company's bank account each month	
Estimated value of transfers into the Company's bank account each month	
Estimated number of transfers out of the Company's bank account each month	
Estimated value of transfers out of the Company's bank account each month	

OTHER SERVICES REQUIRED

Please advise if you require any of the services listed below and we will let you have further details:

A	Virtual office services (use of a business address, mail forwarding, telephone, fax handling etc)	
B	Opening of a bank account	
C	Do you wish us to undertake financial accounts preparation (accounts are required if we provide Directors and in the case of a Gibraltar Company and certain other jurisdictions)	
D	Do you wish us to make arrangements for independent an audit? (mandatory in the case of a Gibraltar company which is not a "small company" as defined by the Companies (Accounts) Act 1999).	
E	Do you require Investment Services ? If YES, Form-A-Co may be in a position to recommend solutions.	
F	Please state any other services you may require.	

INVOICING

Please provide details of the person to whom invoices should be sent (if different to correspondence address):

Name

--

Company Name

--

Contact Details

Building	Telephone
Street	Alternate Telephone
City	Fax
County/State/Province	Email
Country	Post Code

INSTRUCTIONS

Please provide details of the beneficial owner(s), registered shareholder(s) and director(s) of the Company and complete Details of Applicant for each person.

	YES	NO
Do you require us to provide Corporate Director Services?		
Do you require us to hold the shares in the Company as a Nominee Shareholder under a Declaration of Trust?		

If you ticked “**NO**” to Corporate Director Services, please refer to Director’s Responsibilities on Page 22.

If you ticked “**No**” to either of the boxes above, please provide further details below by inserting “**Yes**” in the appropriate box.

Names (Please complete Part 2 for each individual)	Beneficial Owner	Director	Shareholder	Number of shares to issue	% of shares to issue
Example: Mrs Mary Moore	Yes	Yes	Yes	250	25%
(1)					
(2)					
(3)					
(4)					

* If you ticked “**Yes**” to Corporate Director Services and / or a Nominee Shareholder arrangement under a Declaration of Trust, please provide us with a detailed rationale as to why you require these services.

* If a “**Third Party**” Nominee Shareholder is to be appointed, please confirm if Licensed and provide a copy of the Trust Deed / Declaration of Trust once Issued.

ALTERNATE COMPANY SECRETARY

It is required by law that every Gibraltar company maintains a registered office in Gibraltar. Form-A-co (Gibraltar) Limited will provide this facility together with a comprehensive Company Secretarial Service.

However, you may appoint someone to act as an alternate secretary and, if so, please provide the details of the person you wish to appoint:

Name	
Building	Business Occupation
Street	Nationality
City	Telephone
County/State/Province	Fax
Country	Post Code
	Email

PART 3

SCOPE OF SERVICES TO BE PROVIDED

We hereby request Form-A-Co to provide the following services:

ADMINISTRATIVE SERVICES:-	TICK	INITIAL
Company Formation (see note 1)		
Nominee Shareholders (see note 2)		
Corporate Director (see note 3)		
Company Secretarial / Registered Office Address (see note 4)		
Company Administration (see note 5)		
Professional Trustees (see note 6)		
Consultancy/Advisory (see note 7)		
Opening of bank accounts (see note 8)		
Other: Please specify – (see also note 5)		

Notes:

1. Form-A-Co shall arrange for the incorporation of a Company including the creation and filing of all necessary documentation in respect thereof and the disbursement of all necessary filing fees, stamp duties and other charges as appropriate or Form-A-Co shall provide a readymade shelf company and structure it according to instructions received from the Applicant for Business / Client. Filing fees and stamp duties for standard incorporations are included in the cost of the Company per the Schedule of Charges annexed hereto. All filing fees, stamp duties and other charges for non-standard incorporations shall be charged separately at cost.
2. If so instructed, Form-A-Co is in a position to offer nominee shareholders and issue the Applicant for Business / Client with an original signed Nominee Shareholders Agreement in evidence thereof. The Nominee Shareholders Agreement shall clearly state the legal position of the nominee shareholder which shall include a waiver of all rights attaching to the shares held. Nominee shareholders shall be solely corporations licensed and regulated under the Financial Services Act.
3. If so instructed, Form-A-Co is in a position to offer corporate directors which shall be solely corporations licensed and regulated under the Financial Services Act. Applicants for Business / Clients are required to provide Form-A-Co with a signed Indemnity under which the corporate directors shall be indemnified against all claims and damages other than claims or damages arising out of the willful misconduct of the individuals authorized to represent the corporate directors.
4. Form-A-Co shall provide a company secretary, such being a corporation licensed and regulated under the Financial Services Act. The Company Secretary shall be responsible solely for the receiving of notices, the filing of all documents and returns with the Registrar of Companies and the maintenance of all statutory records (including minute books) and such other matters in accordance with the provisions of the Gibraltar Companies Act.
5. Company Administration Services shall include any or all of the following:
 - a. Handling and forwarding of any statutory mail
 - b. The issuance of invoices and statements to customers and ensuring their settlement.
 - c. The opening and operating of corporate and/or trust bank accounts, the receipt and maintenance of bank statements & advices and the reconciliation of bank accounts
 - d. The entering into of correspondence and the maintenance of files.
6. Form-A-Co provides Professional Trustee Services through its associate company, Form-A-Trust (Gibraltar) Limited, which is licensed and regulated under the Financial Services Act.
7. Consultancy/Advisory services are limited to general advice in respect of the Company or Trust acquired or to be acquired by the Applicant for Business.
Neither Form-A-Co, Form-A-Trust (Gibraltar) Limited nor any of their directors or staff cannot and will not provide any form of legal, taxation or accounting advice whatsoever and accordingly they will not accept any responsibility in respect thereof. Applicants for Business / Clients are strongly urged to seek independent professional advice before embarking on any action involving the use of a company or trust. Form-A-Co reserves the right to request written confirmation that such independent professional advice has been sought and to receive copies of any documentation in respect of such independent professional advice given to the Applicant for Business / Client.
8. Opening of bank accounts:
 - a. In the case of a Trust or Settlement only the Trustees are permitted to act as authorised signatories. The Trustees shall, however, regularly report to the Settlor and/or Protector in respect of funds under their control.
 - b. In those cases where the clients act as directors and/or signatories to corporate bank accounts, Form-A-Co reserves the right to request copy banks statements and advices.
 - c. In those cases where Form-A-Co provides director services it must also provide and act as authorised signatories to all corporate accounts. Copy statements and advices shall be furnished to clients upon request.

Part 4

MANAGEMENT AGREEMENT / INDEMNITY / TERMS & CONDITIONS

Dated: day of20.....

BETWEEN:

Form-A-Co (GIBRALTAR) LIMITED

Of the one part

AND.....
(Enter Name/s of Beneficial Owner/s)

Of.....
(Enter Address/es of Beneficial Owner/s)

("the Client")

Of the other part

IT IS HEREBY AGREED AS FOLLOWS:

- 1.) The Client has requested Form-A-Co to provide the Services set out herein, which has been completed as appropriate, and has read and is in agreement with the terms and conditions under which Form-A-Co is prepared to act.
- 2.) Form-A-Co hereby covenants with the Client that it will not divulge to any third party any confidential information received from the Client or elsewhere in respect of the Client's business, or use any such confidential information other than in the interests of the Client without the prior written consent of the Client unless compelled to do so by law. Form-A-Co hereby further covenants that it shall observe all obligations imposed on the company under management by all relevant authorities and make all records available subject to appropriate authorisation.
- 3.) Neither Form-A-Co nor its directors or staff shall be obliged to act in any manner which they consider may:
 - 3.1 conflict with any provisions of the Memorandum and Articles of Association or Constitution of any Company or the Deeds of any Trust acquired by the Client in connection with the services provided by Form-A-Co.
 - 3.2 expose them to any personal liability or risk of prosecution in any jurisdiction.
 - 3.3 conflict with any laws of Gibraltar or otherwise be illegal.
- 4.) In consideration of Form-A-Co agreeing from time to time (at its discretion until notification is given by it to the contrary) at the Client's request made hereby to accept instructions upon receipt of messages by e-mail, facsimile or telephone purporting to be instructions provided that:
 - 4.1 any such e-mail or facsimile instructions appear or purport to be signed by the Client or his authorized representative;
 - 4.2 the Client or his authorized representative shall promptly confirm any e-mail or facsimile instructions to Form-A-Co by letter marked "confirmation of e-mail or facsimile instructions"; and
 - 4.3 any such telephone instructions are confirmed in writing by the Client or his authorized representative;then the Client agrees in order to induce Form-A-Co to act in reliance on any such instructions from time to time and at all times to keep Form-A-Co indemnified from and against all actions, proceedings, claims and demands which may be brought or made against Form-A-Co and all losses, costs, charges, damages and expenses which Form-A-Co may incur or sustain or for which it may become liable by reason of its having acted on such instructions and notwithstanding that any such instructions may not have been duly authorized by the Client. The Client further agrees to reimburse Form-A-Co on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity. Without prejudice to the foregoing Form-A-Co will be entitled to treat all such instructions as being duly authorized by the Client and may act accordingly.

- 5.) The Client indemnifies and holds harmless Form-A-Co and its directors and staff from any claim or action whatsoever and wheresoever arising excepting only actions claims costs demands loss or damage of any kind arising from any fraud or wilful misconduct of Form-A-Co or its directors or staff.
- 6.) The Client undertakes to immediately notify Form-A-Co of any material changes in the company's/companies' activities and of any changes in its/their beneficial ownership **prior to such changes taking place.**
- 7.) The Client undertakes to immediately notify Form-A-Co of any investigation in to his affairs or those of any Company or Trust acquired by him by any regulatory, supervisory or other competent authority, or of any legal proceedings or actions commenced against him or any Company or Trust acquired by him. In such circumstances whereby notification is received by Form-A-Co from the Client or other third party Form-A-Co reserves the right to temporarily suspend the services provided pending clarification or the outcome of any such investigations, actions or claims, or to cease to provide any or all of its services and to terminate this Agreement provided that written notice of the same shall be issued to the Client. The Client hereby agrees and confirms that he will make no claims or commence any actions against Form-A-Co in consequence of said suspension or cessation of services or termination of this Agreement by Form-A-Co under the circumstances stated above.
- 8.) The Client will discharge all fees and disbursements due to Form-A-Co when requested to do so and if any such fees or disbursements due to Form-A-Co shall not be duly and punctually paid neither Form-A-Co nor its directors or staff shall be under any further obligation to provide further services to the Client.
- 9.) The Client, or Form-A-Co, or both (as the case may require) shall have the right to terminate this Agreement at any time by giving 30 days' notice in writing to the other party. Termination of this Agreement shall not prejudice any rights of the parties hereto in respect of any liability or obligation arising under this Agreement prior to such termination.
- 10.) This Agreement is governed by the Laws of Gibraltar and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Gibraltar in relation to any dispute or matter arising out of or in connection therewith.

European Union General Data Protection Regulations ("GDPR")

The information contained in this document is subject to the GDPR and the rights contained therein shall apply to all Applicants for Business / Clients.

Under GDPR Form-A-Co has legal obligations concerning the processing of information on its Clients. The term "processing" includes collecting, storing, recording, organising, consulting, adapting/altering, retrieving, using, disclosing or destroying the information or data. The Client hereby confirms that:

- He/she understands that information about him/her may include information of a sensitive nature including information concerning his/her finances;
- He/she understands that the term "processing" includes collecting, storing, recording, organising, consulting, adapting/altering, retrieving, using, disclosing or destroying the information or data;
- He/she confirms that he/she has read and understood this explanation of the processing of information relating to him/her and he/she consents to the processing of such information.

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

In these Terms and Conditions of business: "Client" means the person who requested Form-A-Co (Gibraltar) Limited to provide services or any other person who has agreed to pay for services, or has previously remitted payment for those services.

"Company" means any one or more companies for which the client has requested Form-A-Co (Gibraltar) Limited to provide services.

"Form-A-Co" references within these Terms and Conditions means Form-A-Co (Gibraltar) Limited of Suites 41/42, Victoria House, 26 Main Street, Gibraltar.

"Person" shall include, as far as the context admits, any person, firm, company or other body incorporated or unincorporated.

"Services" means the incorporation of any company, provision of directors and/or shareholders, administration, or any other services of whatever nature provided to the Client, Company or other related entity.

"Illegal activities" means all illegal activities including those activities defined by the Gibraltar Anti Money Laundering Legislation which, without prejudice to the generality of the foregoing, include activities related to terrorism; drug trafficking; money laundering; receiving the proceeds of criminal activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, the United Kingdom or Gibraltar.

"Prohibited activities" means activities currently not approved by Form-A-Co which are activities involving arms, weapons or munitions; mercenary or contract soldiering; security and riot control equipment; any device that could lead to the abuse of human rights or be utilised for torture; technical surveillance or bugging equipment; industrial espionage; dangerous or hazardous biological, chemical or nuclear materials including equipment or machinery to manufacture or handle such materials and their transportation, handling disposal or dumping of such materials; human or animal organs; the abuse of animals, genetic material; adoption agencies including surrogate motherhood; the abuse of refugees or human rights; pornography; drug paraphernalia; pyramid sales, religious cults and their charities, also including, unless otherwise agreed in writing, any activity relating to the provision of financial services which requires a licence in any jurisdiction, lastly, any activity whatsoever that may damage the good reputation of Form-A-Co, its associated companies, Gibraltar or the country of incorporation of the Company.

"Prohibited persons" means persons prohibited under the laws of any country by reason of being a minor or having no legal capacity (for whatever reason) or otherwise unqualified to be party to a contract or who are undischarged bankrupts or are otherwise disqualified from acting as a director or who have been imprisoned or found guilty of any criminal offence (other than a motoring offence carrying a non-custodial sentence) including those persons who have been proven to act in a fraudulent or dishonest manner in any civil proceedings or who are resident in any country subject to any international restriction embargo including, but without prejudice to the generality of the foregoing those imposed by the Security Council of the United Nations, the European Union, the United Kingdom or Gibraltar or those who are, by virtue of relevant laws, Acts, Directives or Statutory Instruments prohibited from engaging the services of Form-A-Co.

1. REQUESTS AND SERVICES

In the provision of any of the services requested by the Client, Form-A-Co shall follow the requests at its own discretion, whether given by word of mouth, letter, email, telephone, fax or otherwise of the Client or any one of the Clients where there is more than one. Provided that:

- 1.1 Where there is more than one Client, if Form-A-Co is requested by any one of those Clients Form-A-Co will not consider the requests unless sanctioned by all Clients.
- 1.2 Form-A-Co will not be obliged to perform any services which might (in the opinion of Form-A-Co) contravene the law of any jurisdiction or which might contravene or be beyond the powers of the Company as set out in its Memorandum & Articles of Association or other form of Constitution, or be illegal or prohibited activities or be contrary to the policies of Form-A-Co.
- 1.3 Form-A-Co shall not be liable for any failure or delay to carry out the requests herein provided for, or any errors in carrying out such requests other than in the case of fraud or gross negligence on the part of Form-A-Co.
- 1.4 Form-A-Co reserves the right not to follow requests which appear to be conflicting, ambiguous, unclear or of unclear authenticity. If for any reason Form-A-Co is unable to obtain sufficient and satisfactory requests it may exercise any rights, satisfy any such liabilities, and retain or dispose of monies collected and generally act or not act as its Board may think fit. The indemnity hereinafter granted by the Client to Form-A-Co shall extend to and cover all acts and omissions incurred by Form-A-Co.
- 1.5 The information contained in brochures and other marketing material does not constitute tax or other legal or general advice and it is hereby accepted by the Client that no such reliance has been placed upon such material supplied to the Client directly or indirectly.
- 1.6 Upon request the Client agrees to provide Form-A-Co with whatever information Form-A-Co may reasonably require about the background of the Client and/or his or her dealings and business.
- 1.7 In order that Form-A-Co may at all times be able to contact the Client, the Client hereby agrees to inform Form-A-Co immediately upon changing their usual business, residential address, or telephone, facsimile numbers and e-mail address.

2. CLIENT UNDERTAKING

The Client hereby undertakes that:-

- 2.1 they will not give any instructions or make any requests to Form-A-Co which would cause Form-A-Co, or the Company, to infringe the laws of any territory;
- 2.2 they are responsible for providing Form-A-Co with such complete accurate and timely information (including information in regard to the financial affairs of the Company), co-operation, assistance as Form-A-Co in its absolute discretion may reasonably require for the performance of the Services.

Form-A-Co will not be responsible for any consequences that may arise from any failure or delay by the Client to comply with this requirement and the consequences may give rise to additional fees for which invoices may be raised. The Client will remain responsible for any commercial decisions they may make;

- 2.3 any asset introduced to the Company will be lawfully introduced and will not be derived from or otherwise connected with any illegal activity;
- 2.4 they will not cause Form-A-Co to be engaged or involved directly or indirectly in any unlawful, Illegal or Prohibited activity, or allow Form-A-Co to be used for any unlawful purpose;
- 2.5 they shall obtain Form-A-Co's agreement before alienating, assigning, selling, pledging or otherwise disposing of or encumbering their interest in the Company, or any of its assets, or any part thereof;
- 2.6 they undertake to provide Form-A-Co, on request, with such information, records and financial statements as it considers necessary to prepare accurate and complete accounts and as otherwise may be considered necessary to ensure that the Company complies with all applicable legislation and that any officers provided by it can perform their duties to the standards imposed by the applicable legislation and the principles of sound governance;
- 2.7 they are responsible for ensuring that they have taken and they warrant that they have taken all necessary tax and legal advice in all relevant jurisdictions with regard to the establishment and operation of the Company and for ensuring the activities, or proposed activities, of the Company will not breach the laws of any relevant jurisdiction. Form-A-Co will not, and it is hereby accepted that it is not, responsible for advising the Client on any such matter.
- 2.8 they shall at all times comply with the provisions governing Bribery Offences as contained under Part 24 of the Crimes Act 2011 (Gibraltar law).
- 2.9 the indemnity contained in each of the above eight sub clauses shall:-
 - 2.9.1 be in addition to and shall not in any way limit the benefit of any indemnity or other rights whatsoever to which Form-A-Co may be entitled whether under the Constitution of the Company or otherwise by law;
 - 2.9.2 be a continuing indemnity and shall not cease upon the termination of this Agreement or the resignation or removal of Form-A-Co from office as director or other officer.

3. AGENTS & CONSULTANTS

- 3.1 Form-A-Co will be entitled to employ lawyers, accountants, brokers, banks and other agents as may be reasonably necessary to assist it in carrying out its duties and/or the business of the Company. Such agents may act as agent and transact business for which the agent has been appointed on behalf of Form-A-Co in accordance with the agent's standard terms and conditions. Form-A-Co accepts no liability whatsoever arising from or in connection with the appointment of or the performance, lack of performance or any action of any such lawyers, accountants, brokers, banks or other agents.

4. ADMINISTRATION OF THE COMPANY

- 4.1 Form-A-Co will not be liable for any failure on its part to comply wholly or partly with any instruction, request or advice which is not in writing and shall not be responsible for any non-receipt thereof or any errors or ambiguity therein or any lack of authority on the part of the person giving or making the same.
- 4.2 Form-A-Co will be entitled to comply with all legal requirements to disclose information relating to the Client and/or the Company at the request of judicial, governmental and administrative or regulatory bodies in Gibraltar or elsewhere.
- 4.3 Form-A-Co undertakes to use all reasonable endeavours to keep confidential information belonging to the Client and the Company. Form-A-Co, however, reserves the right to act for other clients notwithstanding the fact that other clients may be competitors of either the Client or the Company.
- 4.4 In providing the Services, Form-A-Co may share information concerning the Client and/or the Company and its business activities with other firms or companies associated with Form-A-Co, its auditors and its legal advisors and the Client consents to the Form-A-Co making such disclosures.
- 4.5 Nothing in this Agreement shall be construed as requiring Form-A-Co to take any legal action in regard to the affairs of the Client, the Company or otherwise while any decision whether to take any such legal action will at all times remain in the absolute discretion of Form-A-Co. Form-A-Co will take no such legal action unless fully indemnified to its reasonable satisfaction in respect of all costs and liabilities that may be incurred by Form-A-Co or suffered by it in respect of such action. If the Client requires Form-A-Co to take any action of whatsoever nature which in the reasonable opinion of Form-A-Co might make it liable for the payment of money or liable in any other way it shall be and be kept indemnified in any reasonable amount and form satisfactory to it as a pre-requisite to taking such action. Notwithstanding the above, Form-A-Co shall have the right to take any positive actions it regards as reasonable to protect its own position and the position of the Company.
- 4.6 In the event that:
 - 4.6.1 any demand is made against the Company for payment of any sum due either to Form-A-Co or to a third party, including but not limited to any taxes, duties, fees or other governmental or state impositions and such payment has not been made; or
 - 4.6.2 Form-A-Co requires assistance or information from the Client and has been unable to obtain such information or assistance which in its absolute discretion it considers necessary; or
 - 4.6.3 the Client breaches any of the undertakings given in this Agreement;

THEN Form-A-Co may proceed in any one or more of the following ways:-

- take no further action on a particular matter or;
- take no further action at all in relation to the Company or;
- utilise any assets of the Company in or towards the satisfaction of any such demand;
- realise any assets and advance or otherwise distribute the assets and any funds to any or all beneficial owners, and to commence proceedings to wind up the Company;
- take whatever other action Form-A-Co regards as reasonable and necessary to protect its own position and, or the position of the Company, provided that Form-A-Co shall have given notice to the Client that the provisions of this Clause shall apply and within the period stated in such notice the Client has failed to take such action as shall therein be specified. No liability shall attach Form-A-Co in respect of or arising out of any action or inaction which is in accordance with the provisions of this Clause.

4.7 Form-A-Co may at its discretion:-

- 4.7.1 decline to accept or retain partly paid shares or shares in any company with unlimited liability;
- 4.7.2 decline to accept or retain shares in any company that appears to be insolvent;
- 4.7.3 decline to participate through the Company, or any Trust established for the Client, in any other investment which Form-A-Co does not consider appropriate;
- 4.7.4 decline to accept or act upon, any instruction that Form-A-Co considers inappropriate.

5. NOTICE

Any notice required or authorised to be served pursuant to this Agreement may be served by sending the same by post to the last known address of the party to whom the same is addressed or, in the case of a company, to the registered office of such company.

6. LIMITATION OF LIABILITY

- 6.1 Form-A-Co will not be liable (whether in contract, tort or otherwise, including breach of statutory duty) in connection with this Agreement for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss was reasonably foreseeable or that Form-A-Co was aware of the possibility of that loss or damage arising.
- 6.2 Form-A-Co will not incur any liability:-
 - 6.3.1 for any failure or delay on its part to comply wholly or partly with any instruction, request or advice which is not received or is incomplete, illegible or ambiguous or (in the opinion of Form-A-Co) for any lack of authority on the part of the person giving or making the same.
 - 6.3.2 for the acts or omissions of any person or entity who or which is appointed, designated or empowered as director, officer, employee, agent, individual, trustee, manager, signatory or shareholder or holder of any general or special power of attorney with respect to the Company or other entity associated with the Company.

Except to the extent that such liability arose as a result of the gross negligence of Form-A-Co.

7. ENTIRE AGREEMENT

These Terms and Conditions together with the Company Application Form and the Management Agreement shall constitute the entire agreement between the Client and Form-A-Co. All warranties, undertakings, terms and conditions, whether expressed or implied, statutory or otherwise, and all representations, (except for fraudulent misrepresentations which are relied upon), statements, negotiations, and understandings, whether written or oral, are expressly excluded and superseded except as stated in the entire Agreement, not permitted by law or unless they are specifically agreed after the date of the entire Agreement in writing by a duly authorised representative of each party. Each party agrees that it has not relied upon any such representations described above.

8. JOINT CLIENTS

Where two or more persons constitute the Client each such person or entity appoints each and every such person or entity to be his or its agent to exercise full power in respect of him or it and each such person or entity agrees that their obligations are joint and several.

9. WAIVER

No failure, delay or indulgence on the part of either party in exercising any power or right under the entire Agreement shall operate as a waiver of such power or right, except as agreed in writing.

10. SEVERABILITY

If any provision of the entire Agreement is held by a court of competent jurisdiction to be invalid or voidable the remainder of the entire Agreement shall remain in full force and effect.

11. VARIATIONS

No variation of the entire Agreement shall be valid unless agreed in writing.

12. THIRD PARTY RIGHTS

No term or condition of the entire Agreement is intended, expressly or impliedly by inference, to confer a benefit or right of action upon any third party.

13. ASSIGNMENT

Neither party may assign the entire Agreement or any of its rights or obligations under the entire Agreement without the prior written consent of the other party. Form-A-Co reserves the right to subcontract all or any part of its obligations under the entire Agreement as stated above.

14. PARTNERSHIP

Nothing in the entire Agreement is intended to create a legal partnership between Form-A-Co and the Client.

15. COMPETENT JURISDICTION

The entire Agreement shall be governed by and construed in accordance with the laws of Gibraltar and the parties hereto irrevocably submit to the jurisdiction of the Courts of Gibraltar and irrevocably consents to the service of process out of such Courts by mailing copies thereof by registered mail, postage prepaid to his/her address.

16. FEES

- 16.1 The client agrees to pay the cost of the Company as detailed in Form-A-Co's fee schedule published by Form-A-Co at the date of this agreement and any amendments thereto.
- 16.2 Form-A-Co may open a bank account on behalf of the Company and shall be designated a signing authority on any such accounts where Form-A-Co has been instructed to provide Corporate Director services, in order that regular payments, which the Company is obliged to make, are made as required. Form-A-Co will make such payments as professional fees, filing fees, out of pocket expenses, auditing fees, tax payments and its own fees without specific authorisation of the Client. The fees, expenses and other charges of Form-A-Co relating to its performance under this agreement shall have priority on the Company's assets and at all times the Company is to maintain a minimum balance of £1000. In the event of Form-A-Co having insufficient client funds to meet said fees, expenses and other charges, the client undertakes, (jointly and severally, if more than one), to pay said fees, expenses and other charges within 14 days of a request from Form-A-Co.
- 16.3 The parties hereto agree that if economic conditions become such in the opinion of Form-A-Co as to warrant an increase in the fees charged under this Agreement and such increase is applicable to the Company, Form-A-Co may seek to increase such fees without having to seek the prior approval of the Client.
- 16.4 Regardless of whether a bank account has been opened in the name of the Company or not, Form-A-Co shall bill and expect to receive immediate settlement for any Company expenses incurred, as and when an invoice is raised in respect of any services undertaken on behalf of the Company.
- 16.5 Form-A-Co reserves the right to impose additional fees beyond those listed in its current fee schedule under the following circumstances:
 - 16.5.1 in the event of the late payment of an invoice due beyond the period in which settlement may reasonably be expected and arising from the client failing to respond to, or ignoring reminders issued by Form-A-Co to the correspondence address as notified by the client, then a penalty shall be imposed at a rate of 10% of the invoice value per calendar month or part thereof during which the invoice remains overdue for settlement.
 - 16.5.2 in the case of an applicant, client, introducer or agent failing to provide such information or documentation as may be requested by Form-A-Co under its due diligence procedure within one month of such request being issued then a compliance fee of £500 shall be imposed and become due and payable.
 - 16.5.3 should it come to the attention of Form-A-Co, during the performance of background checks as part of its due diligence procedure in connection with an application for a company to be established, that an applicant is classified as a PEP (Politically Exposed Person), or that indications from such background checks are that the applicant or the proposed business activities involving the Company being applied for may possibly contain unreasonably or unusually high risks, and that therefore an EDD ("Enhanced Due Diligence") Report is deemed necessary in order to mitigate those risks, then a fee of £3,000 shall be levied in respect of each EDD Report and shall become due and payable prior to the securing of the EDD Report and to the release of the company. In the event that the EDD Report indicates for whatever reason that Form-A-Co will be unable to establish a business relationship with the applicant then the said fee shall be non-refundable and the applicant hereby agrees that he shall make no claim in respect thereof whatsoever.

Further, Form-A-Co shall not be at liberty to provide the applicant with a copy, or otherwise to disclose the contents of the EDD Report, or to reveal the reason or reasons as to why a business relationship cannot be established.

- 16.5.4 in the event that the level and extent of the responsibilities placed upon Form-A-Co in consequence of the services provided so determine, and in respect of any additional work resulting there from or otherwise incurred in the performance of the services.

17. INDEMNITY

- 17.1 The Client indemnifies Form-A-Co for any services provided and agrees to hold harmless and will keep indemnified, Form-A-Co and its successors, and assigns from all actions, suits, proceedings, claims, demands, liabilities, costs and expenses whatsoever taken or made against Form-A-Co.
- 17.2 The terms of the indemnity contained in Clause 17.1 above shall extend to all directors, officers, associated agents and staff from time to time of Form-A-Co and its affiliated firms or companies wherever situated who may perform any of the functions herein contemplated and notwithstanding that there may be some defect in their appointment, qualifications or authority. This Indemnity is intended to endure for the benefit of Form-A-Co and of every officer, employee and agent and/or personal representative thereof so as to be enforceable by each of them against the Client.
- 17.3 This indemnity and every agreement contained herein is without prejudice to any other indemnity in favour of Form-A-Co and, or its successors, officers, employees and agents and of the personal representatives thereof. The termination of this Agreement or the employment or appointment of any officer, employee, or agent as contemplated in section B, as the case may be, shall not relieve the client of his obligations to indemnify Form-A-Co.

18. ACTIONS OR PROCEEDINGS

If the client or Form-A-Co receives notification of any claim, demand or the commencement of any action, suit, or proceeding, they shall notify the other party in writing immediately. Form-A-Co shall have the right to participate in and defend any such claim or action with counsel selected by Form-A-Co. Any such action, suit, proceeding, claim or demand may be settled by Form-A-Co in consultation with the client at the discretion of Form-A-Co.

19. CLIENT MONIES

Where any monies are held in Form-A-Co's Client Account for an intermediary period, no interest will be paid unless otherwise agreed.

20. TAX ADVICE

- 20.1 Form-A-Co is not qualified to advise on legal and tax implications affecting the Company, therefore Form-A-Co confirms to the client that the client should and is advised to seek such legal and tax advice with regard to the Company, and of any Trust and the settlors and beneficiaries thereof, in such jurisdiction as may affect the Company, the Trust and/or the Client and the Client hereby confirm that Form-A-Co has given no advice and has made no such representation or warranty, or that it is capable of giving such advice on legal or taxation matters.
- 20.2 Applicants for Business and Clients are reminded of their legal obligation to declare their interests in entities and structures to the revenue authorities in their country of residence in accordance with relevant Controlled Foreign Companies (CFC) and/or other legislation or regulation. Form-A-Co, Form-A-Trust (Gibraltar) Limited and their directors and staff, accept no responsibility whatsoever in respect of an Applicant for Business or Client's obligations in this regard.

21. COMPLAINTS

In the unlikely event of a dispute between the Client and Form-A-Co the nature of the complaint and suggested solution should be set out in writing, (in English), and posted by registered mail, or fax to a member of the Board. Form-A-Co will endeavour to settle the dispute giving due recognition to the terms and conditions of this agreement and relevant laws persuasive or otherwise. Should the dispute remain unresolved the Client remains free to contact Form-A-Co's regulatory body, the Gibraltar Financial Services Commission at P.O.Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Telephone: +350 200 40284 Fax: +350 200 40282 Email: info@fsc.gi

22. ASSETS

Where Form-A-Co through its associate company, Form-A-Trust (Gibraltar) Limited provides trustee services, controls Trust bank accounts, undertakes financial transactions then any assets belonging to the Trust must remain within control of Form-A-Trust (Gibraltar) Limited.

23. TERMINATION

- 23.1 The entire Agreement may be terminated by Form-A-Co giving the Client thirty days notice of termination.

- 23.2 In the event of termination, Form-A-Co shall not be obliged to return all or any part of the fees and expenses paid to it, (save for amounts paid on account for disbursements to be incurred).
- 23.3 Should the entire Agreement be determined for any reason Form-A-Co shall, if required, hand over the Company records and any title documents of the Company's assets or obligations provided that Form-A-Co shall be entitled to claim a lien over the assets, books and records of the Company in respect of any monies payable to Form-A-Co.

24. TRANSFER OF ADMINISTRATION

In the event of transfer of the administration of the Company, Form-A-Co reserves the right to charge a fee for the transfer in accordance with its then current fee schedule.

CLIENTS' RESPONSIBILITIES

When entering into the Management Agreement clients are expected to co-operate with Form-A-Co and to keep Form-A-Co informed in respect of the following matters:

- To promptly provide to the Compliance Department any additional documentation and information as may be required from time to time as part of the Know Your Customer procedure. Failure to do so in a timely fashion will result in an additional Compliance Fee being charged.
- To promptly notify Management or the Administration Department of any changes in the structure of the company (such as transfers of shares, resignations and appointments of directors, etc.) and of any changes in the business activities of the company.
- To immediately notify Management of any investigations being carried out by any regulatory or law enforcement authority in the affairs of the company or of the client.
- To promptly settle any and all invoices and charges as levied from time to time by Form-A-Co or any of its associates, sub-contractors or suppliers.

DIRECTORS' RESPONSIBILITIES

Gibraltar corporate law places onerous responsibilities on the directors of companies that must be adhered to. It is important that clients, when providing directorships to their own companies, know and understand what is legally required of them. The below is a list of the main responsibilities but there are others so the list must not be considered as exhaustive. Form-A-Co would be pleased to assist by providing guidance to clients on request.

- To ensure that proper books of account are maintained and that formal annual accounts are prepared and filed with The Registrar of Companies.
NB: Form-A-Co can provide book-keeping and accountancy services upon request.)
- To ensure that current information is provided at all times to allow the company secretaries to maintain statutory registers, *including* registers of shareholders, directors and company secretaries, and registers of legal charges against the assets of the company.
(NB: Form-A-Co provides company secretarial services which include the creation and maintenance of the statutory registers, however, it is imperative that the directors keep Form-A-Co apprised of any changes that require to be recorded in the registers, such as the transfer of shares and the resignation and appointment of directors, etc.)
- To ensure that the company does not carry on business whilst insolvent.
- To ensure that the company fully complies with all local laws (including employment laws) and that it operates and carries on its business in a legal and ethical manner according to current codes of best practice.
- To ensure the currency of their business knowledge and, in particular, to be completely familiar with the terms of the company's Memorandum & Articles of Association (or other Constitution of the company).
- To ensure the company complies with local taxation laws and fulfils its taxation liabilities and responsibilities.

CLIENT DECLARATION

I/We hereby CONFIRM that:

1. Any information given in this questionnaire and any separate letter / document is true and correct to the best of my / our knowledge and belief.
2. I/we have read and agree to Form-A-Co's Management Agreement and Indemnity above.
3. I/we have received, read and agree to be bound by the Data Protection Regulations contained above
4. I/we have received, read and agree to be bound by the Directors' Responsibilities contained above.
5. I/we have received, read and agree to be bound by the Clients' Responsibilities contained above.
6. I/we have received, read and agree to be bound by the Terms & Conditions contained above

	Name	Signature
Beneficial Owner 1		
Beneficial Owner 2		
Beneficial Owner 3		

In the case where the Ultimate Beneficial Owner(s) is/are being introduced by an Approved Introducer of Business/Intermediary under the terms of, and in accordance with, a formal agreement entered into with Form-A-Co:

I/We hereby confirm that I/we have completed or assisted with the completion of this Application Form, either in an advisory capacity or by physically completing it upon receiving instructions or detailing the responses provided by the Ultimate Beneficial Owner(s), and in the process I/we have ensured that the above-named Beneficial Owner(s) is/are made aware of and understand(s) the Terms & Conditions under which Form-A-Co is prepared to provide its services.

Name	
Company	
Signature	

Appendix A

Client Identification Requirements

Whilst we understand the requirement of our clients for confidentiality, we are obliged by both law and regulation to obtain the following minimum information and documentation relating to all beneficial owners, directors, shareholders, signatories to bank accounts, grantees of Powers of Attorney and any and all persons in a position of influence in relation to any company we may form or administer.

- Proof of Identity
- Proof of Residential Address

In addition to this we will also require:

- CV
- Bank Statements (not older than 3 months)
- Documentary Evidence of Residency and Tax Identification Number

These are the minimum requirements, and we may request further information and documentation prior to commencing a business relationship.

MINIMUM IDENTIFICATION DOCUMENTS REQUIRED - INDIVIDUALS

A. PROOF OF IDENTITY

1. In order to establish the identity and signature of all relevant individuals we require a copy of **TWO** of the following:
 - A current valid full passport
 - A current valid national ID card
 - A current valid photographic driving licence
2. The copy must bear a photograph, signature and the number.
3. The copy must be clearly legible

B. PROOF OF RESIDENTIAL ADDRESS

To validate the **home** address of all relevant individuals please provide **TWO** of the following for each person:

- A utility bill (e.g. telephone bill, electricity bill, gas bill etc). Please note that a mobile phone bill is NOT acceptable
- A bank or mortgage statement from an internationally recognised bank
- A credit card statement
- A bank reference from an internationally recognised bank confirming the residential address
- A statement of home insurance

The item should preferably be an **original** and be less than three months old. If an original document is not possible then it should be certified.

C. PERSONAL HISTORY

In order to understand our clients' background, and to assist in establishing the most suitable structure and banking arrangements (if required), information regarding our clients' work experience and qualifications is likely to be of considerable assistance, together with a clear understanding of our clients' wealth financial circumstances both past and present.

MINIMUM IDENTIFICATION DOCUMENTS REQUIRED – CORPORATES

In the case of clients that are corporate entities we will require the following:

1. Details of the client company's business, including the nature of the business, source of funds or wealth, annual turnover, asset base, geographical spread of business, number of employees and trading partners.
2. The latest accounts of the company.
3. A certified true copy of the Certificate of Incorporation of the company, and the Memorandum and Articles of Association (or the equivalent).
4. The address of the Registered Office and place of business of the company.

5. If available, a Certificate of Good Standing issued by the Statutory Registry of the country of incorporation of the company or equivalent, proving that the company is in good standing.
6. A Certificate of Incumbency or equivalent, or the results of a company search of the company.
7. A copy of the Board Resolution authorising the client company's officers to establish a client company and showing who is authorised to issue instructions.
8. Copies of Powers of Attorney or equivalent documents which affect the operation of the proposed client company.
9. Personal identification (as above) for:
 - **All** persons authorised to issue instructions
 AND
 - Unless otherwise agreed by us, **all** directors, shareholders and beneficial owners of the client company.

CERTIFICATION OF DOCUMENTS

Your documents must be certified by a professional person or someone well-respected in your community ('of good standing'). You could ask the following if they offer this service:

- A bank manager of an internationally recognised bank
- A lawyer, accountant, notary public, commissioner of oaths or member of the judiciary
- A British Embassy Official, serving police officer or doctor

It must be noted that the person certifying documents should not be:

- related to you
- living at the same address
- in a relationship with you

For certification of ID documents, the certifier should use the following wording:

"I confirm that this is a true copy of the original document and that the original document photograph is a true likeness of the holder".

For certification of Proof of Address and general documents, the certifier should use the following wording:

"I confirm that this is a true copy of the original document".

The certifier must use an official stamp showing the company name and address, must sign clearly and print their name, date the certification and indicate their position within the company or capacity in which they are signing on the document.

**Signed
Name
Title
Address**

Date

DELIVERY OF DOCUMENTS

These may be faxed or scanned and emailed to us, but the originals must be sent to us by courier or airmail. We cannot undertake any work until the originals have been received.

If you are unable to supply any of the required documents per the above, you should contact us.