

Application Form

For the Incorporation of a Belize International Business Company

1. Name of Company

Note: A company name must end with either the words „Limited“, „Corporation“, Incorporated, „Society Anonyme“, „Sociedad Anonyme“, „Aktiengesellschaft“ or an abbreviation thereof.

2. Please give three (3) names in order of priority:

(i) _____

(ii) _____

(iii) _____

3. Describe the nature of the business to be undertaken by the Company (please be specific)

4. Activities

(a) Standard provisions:

The standard memorandum and articles are very widely drawn and suitable for most types of business activity

Yes

No

Do you require these standard provisions?

(if yes, go straight to question 3)

(b) non standard provisions

If no, please provide details of your specific requirements on a separate sheet(s) of paper

Note: Section 5(1) of the International Business Companies Act prohibits an IBC from the following activities:

- (a) Carrying on business with persons resident in Belize;
- (b) Owning an interest in real property situated in Belize, other than a lease referred to in paragraph (e) of subsection (2),
- (c) Carrying on a banking business
- (d) Carrying on business as an insurance or reinsurance company; or
- (e) Carrying on the business of providing the registered office for companies;
- (f) Holding shares or debt obligations in a company incorporated under the Companies Act of Belize.

5. Name and address of directors (please tick whether you require nominee directors)

If not, please provide us the names, nationalities, addresses and present occupation of the candidates:

Name	Nationality	Address	Occupation

6. Details of company secretary (please tick whether you require company secretary)

If not, please provide us the names, nationalities, addresses and present occupation of the candidates:

Name	Nationality	Address	Occupation

7. Details of shareholders

The following parties are to be registered as shareholders

Name	Nationality	Address	Occupation

8. Capital
Unless instructed to the contrary, the company will be incorporated with an authorized share capital of US\$ 50,000.00 with one class of shares of US\$ 1.00 each, useable in registered or bearer form.

Do you require these standard provisions? Yes No

If NO, please provide details

(i) Amount of share issued: _____

(ii) Number of share certificates issued*: _____

(iii) Type of share: Bearer* Registered*

(iv) *If registered, or if not all shares are for the same amount, please complete the following:

No. of certificate	Name of shareholder (if not bearer)	Address	Number of shares

Note: Under the laws of Belize, original Bearer Share Certificates must be kept in safe custody by the Registered Agent

9. Details of Contact Person (who do you want to contact regarding the affairs of the company?)

Name: _____

Request to communicate using the following methods:

Address: _____

Mail _____

Telephone _____

Fax _____

E-mail _____

_____ Zip Code _____

(please tick appropriate box/boxes)

10. Type of Power(s) of attorney (if needed, power of attorney must be for a specific purpose and not exceeding on year)

In the name of the following persons:

Family Name (Mr/Mrs/Ms)

Family Name (Mr/Mrs/Ms)

First Name(s) _____ First Name(s) _____
 Permanent Address _____ Permanent Address _____

 _____ Zip Code _____ Zip Code _____

Please state the instructions below:

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11. (a) Special instructions regarding incorporation documents:

- Notarization
- Notarization and Apostille
- Notarization and Apostille and Legalization
- Any Other

(b) indicate which of the following documents you require to be Notarized / Apostilled / Legalized

- Memorandum and Articles of Association
- Certificate of Incorporation
- Appointment of Director
- Any Other

12. Information required for individual clients

Name of Beneficial Owner(s)	Passport Number	Nationality

Please supply the following supporting documentation along with this application form:

- (1) Notarized Copy of the passport of each Beneficial Owner and of each Director for the IBC.
- (2) Bank Reference Letter not older than six months on behalf of each Beneficial Owner

NOTE: All information provided is kept in strictest confidence

13. My E-Mail Address is: _____

14. Method of Initial Payment: (please note that the incorporation price must be paid prior to delivery of a company) Please tick desired method:

A bank transfer (Please send us your fax number)

Credit Card:

NAME ON CREDIT CARD _____

_____ AMERICAN EXPRESS _____ VISA _____ MASTER CARD

NUMBER _____ EXPIRY DATE _____

15. After this incorporation form has been completed and signed, please send it by courir or post to:
IBTM International Financial Management Ltd., SUN CREEK, 14 Miles San Antonio Road, P.O. Box 121
Punta Gorda Town, Toledo-District, Belize, Phone: +501-614-2080 Mobile: +501-600-8773 Email: info@ibtm.net

Terms and Conditions of Business

- 1) So far as they are not expressly varied in writing by IBTM International Financial Management Ltd. („the Company“), these conditions shall be deemed to be incorporated into all contracts made by the Company and all work undertaken or goods supplied by the Company shall be deemed to be carried out pursuant to a contract incorporating these conditions. Each provision of these conditions is to be construed as a separate provision applying and surviving even if for any reason one or other of the said provisions held inapplicable or unreasonable in any circumstances.
- 2) The person, firm or company from whom the Company receives instructions („the customer“) shall be liable to the Company as a principal for all costs, charges and expenses that shall be due to the Company in respect of work carried out or goods supplied by the Company subject to these conditions whether or not such customer purports to contract as an agent. A customer may not assign the benefit of burden of any contract with the Company.
- 3) Work will be undertaken or goods supplied by the Company as expeditiously as may be possible but the Company shall not be liable in respect of any failure to meet any specified delivery or completion date save that where the Company files, registers, or submits documents or conducts agency services such services will be carried out by any due date having regard to the nature and time of the receipt of the customer’s instructions and any other delays outside the Company’s control.
- 4) The Company warrants:
 - (i) Where advice is given or documents prepared the Company will use its best endeavors to ensure accuracy of such advice or documents having regard to the nature of the customer’s instructions.
 - (ii) Where goods are supplied or documents printed by the Company, such goods or documents shall be reasonably adequate for the purposes intended and disclosed to the Company.
 - (iii) Information supplied by the Company shall be reasonably accurate having regard to the accuracy of the source material and the nature of the customer’s instructions.
- 5) The customer warrants:

- (i) that any instructions given by him will not cause the Company to infringe the law of any country
 - (ii) the accuracy of all information given to the Company by him
 - (iii) that where shares or company appointments are held by the employees of the Company in connection with the formation of a company for the customer then immediately following the receipt of the necessary documents by the customer all necessary steps will be taken to:
 - (a) complete the transfer of such shares to the beneficial owner
 - (b) implement the resignations of the employees or nominee of the Company from the appointments in question in substitute the appointees of the beneficial owner of the new company.
 - (c) thereafter complete the necessary statutory formalities in connection with the appointment of officers, registered office and the issue of shares.
 - (iv) That the customer has taken independent legal and accounting advice in his /her country of residence, citizenship and domicile with regards to his/her acquisition and use of the goods supplied or services rendered herein.
- 6) So far as may be necessary for the execution of the customer's instructions, the customer authorizes the Company to sign the customer's name upon Court and other official forms and applications and will indemnify the Company against all costs, claims, demands and expenses that may result from the Company's use of the customer's name in connection with the making of applications to or the conduct of business in any Government Department, Court, Registry, or other official body so far as such application or business may be necessary for the execution of the customer's instructions.
- 7) The copyright in all written material including documents, reports and record books prepared by the Company shall vest in the Company. The customer shall have the right to use such material for the purpose intended by the customer's instructions and for no other purpose. This condition shall not however apply where the company has merely printed documents prepared by the customer without the assistance of the Company.
- 8) (i) Payment of all invoices rendered by the Company shall be made within 30 days from the date of the invoice. Thereafter interest will be charged at 1 % per month.
 (ii) In all cases customers shall on demand make such payments to the Company as the Company shall reasonably require to meet disbursements which have to be made by the Company in carrying out the customer's instructions. The Company shall have the right to suspend work on the customer's instructions if such requested payments on account shall not be made.
 (iii) If the Company shall refer an unpaid invoice to debt collection agents for collection the customer shall pay in addition to the amount due on such invoice such further sum as shall be equal to the collection agent's reasonable fees and costs.
- 9) If payment shall not have been made by any customer in accordance with the condition 8 above the Company shall have the right to cancel any outstanding contracts with such customer summarily by notice in writing without compensation to the customer but with the right to be paid in respect of all work done for or goods supplied to the customer and to be reimbursed the amount of all moneys paid out on account of the customer up to the date of such cancellation.
- 10) Work done and goods supplied by the Company shall be charged for at the rates currently applied by the Company and in force at the time work was done or the goods supplied, and all the expenses incurred and disbursements made on the customer's account shall be reimbursed by the customer if a customer does not to wish to maintain a company, a trust.
- 11) To maintain a company or other goods or services, the customer is required to give 30 days notice prior to the renewal date (i.e. 1st January). Failure to do so will result in subsequent years fees being due on presentation of invoice.
- 12) Sales of goods will be made ex the Company's works, offices or stores and if delivery is made elsewhere or the goods are dispatched by post or other means the customer shall reimburse the Company with the expenses of such delivery or dispatch.
- 13) Goods shall become the property of the customer upon payment therefor in full in accordance with these conditions. The customer shall however be responsible and bear the risk of all loss or damage to the goods from the time that the goods are delivered at or otherwise leave or are dispatched from the Company's works, offices or stores.
- 14) The customer shall inspect any goods supplied immediately on receipt and shall within five working days from such inspection give notice in writing to the Company of any allegation of deficiency. If the customer fails to give such notice the goods shall be deemed to be in all

respects in accordance with the customers instructions and the contract.

15) (a) The Company will perform the services required for the customer with all reasonable diligence and skill. If however, any liability to the customer shall arise on the part of the Company, its servants or agents (whether under the express or implied terms of the contract or in negligence or in any other way) for any damage or loss sustained or incurred by the customer, such liability shall in all cases whatsoever be limited to the payment by the company on his own behalf and on behalf of its servants or agents by way of any one claim or series of connected claims.

(b) notwithstanding anything else contained in these Conditions, the company shall not be liable to the customer for loss of profits, loss of contracts or other loss or damage arising indirectly or consequentially from negligence or breach of contract by the company in the performance of its services.

(c) Where instructions or advice are received or given orally by the company, the Company shall have no liability to the customer for any misunderstanding or misinterpretation which may arise in relation thereto whether on the part of the Company or the customer.

(d) The customer shall be responsible for and shall indemnify the Company against: (i) all liabilities relating to any loss or damage suffered by any third party arising as a result of work undertaken or goods supplied by the Company to or at the request of the customer and (ii) all liabilities relating to any loss or damage in respect of which paragraphs (a), (b) and (c) above state that the Company has no liability.

(d) The Company shall have no liability for any claim made by the customer arising out of the provision of any goods or services by the Company unless written particulars thereof (giving full details of the specific matter in respect of which such claim is made) is received by the Company within the period of 12 months after the date of the Company's invoice for such goods or services.

16) In these conditions the expression „goods“ shall be deemed to include (without limitation) services, publications and documents of all descriptions.

Signature of Applicant

Please proceed in accordance with these instructions and subject to the terms and conditions of business as set out hereafter.

I authorize IBTM International Financial Management Ltd. to establish an International Business Company in accordance with the foregoing instructions and subject to the terms and conditions of business set out hereinafter or in the Professional Client Custodian Agreement.

Signature	Date
Firm/Name	
Address	
Telephone (business)	Telephone (home)
Fax	Email
Other means of communication	