OFFSHORE COMPANIES INTERNATIONAL

NOMINEE VIRTUAL OFFICE AND/OR MISCELLANEOUS SERVICES ORDER FORM

**1. CLIENT INFORMATION**

 **(To be completed by all persons if more than one person is the underlying owner of the applicant company/trust/foundation)**

**1.1 First Owner’s Details**

Your Name (in full):

Your Date of Birth:

Your Occupation:

Usual Residential address:

What percentage of the company will you own (only to be completed if more than one person is to be the company owner)?

Your contact phone number during business hours:

Your contact phone number after hours:

Your mobile phone number:

Your Fax Number:

Your Email Address:

Your Air Mail Address:

Street address (NOT a PO Box) for courier delivery of incorp pack:

**1.2 Second Owner’s Details (if applicable)**

Your Name (in full):

Your Date of Birth:

Your Occupation:

Usual Residential address:

What percentage of the company will you own (only to be completed if more than one person is to be the company owner):

Your contact phone number during business hours:

Your contact phone number after hours:

Your mobile phone number:

Your Fax Number:

Your Email Address:

Your Air Mail Address:

Street address (NOT a PO Box) for courier delivery of incorp pack:

**1.3 Third Owner’s Details (if applicable)**

Your Name (in full):

Your Date of Birth:

Your Occupation:

Usual Residential address:

What percentage of the company will you own (only to be completed if more than one person is to be the company owner):

Your contact phone number during business hours:

Your contact phone number after hours:

Your mobile phone number:

Your Fax Number:

Your Email Address:

Your Air Mail Address:

Street address (NOT a PO Box) for courier delivery of incorp pack:

Please note that unless otherwise requested we will communicate with you via email. If you would like us to communicate with you via some other means (eg by fax only or by encrypted email only) please let us know.

We offer three methods of encrypted/secure communications:

1. The first method is a basic Microsoft encryption service (that allows you to open encrypted attached letters by typing in a password).

2. The other form of secure email service recommended to us by that expert was to use a server to server based service. We offer two forms of server to server based communications:

(a) You can communicate with us via “Hushmail” a secure email server (see [www.hushmail.com](http://www.hushmail.com))

(b) You can communicate with us via a SAFe-mail (see [www.safe-mail.net](http://www.safe-mail.net)). Our SAFe-mail address is polb@safe-mail.net (The safe-mail advanced service has particularly strong encryption and privacy features)

If there is some other means of encryption that you would prefer us to use please let us know. Most email communications are capable of being intercepted so as we are not IT specialists we recommend that you receive advice from a suitably qualified IT security specialist as to the most secure way of conducting electronic communication.

**2. WHAT YOU NEED TO GIVE US TO PROCEED**

* A certified copy of your Passport and Driver’s License (for each owner if there is more than one)
* An original (or certified copy of a) document proving your residential address (eg a recent bank/credit card statement or Utility Bill)
* A completed business profile form
* A copy of your banker’s remittance advice (or card payment form) confirming payment of our professional fee as quoted.

 **3. APPLICANT COMPANY/TRUST/FOUNDATION DETAILS**

A. Company/Trust/Foundation Name:

B. Date & Country of Incorporation/Registration:

C. Director’s (or Trustee’s or Councilors’) Name/s:

D. *(If a company)* Type of shares: Registered shares/Bearer shares (please delete one)

E. *(If a company)* Shareholder’s Name/s (if it’s a registered share company):

F. *(If a company)* Number of Shares held by each shareholder and value of shares (eg John Smith, holds one share of one US dollar):

G. *(If a company)* Company Secretary’s name (if a Company Secretary has been appointed):

H. Company/Trust/Foundation number:

3.7 What kind of business does the Company/Trust/Foundation carry on?

* 1. In what Countries is the Company/Trust/Foundation doing or planning to do business?
	2. What Nominee, Virtual Office or Miscellaneous services ere do you require: (delete as applicable):

**Tax effective (from offshore) company management**

**Tax effective (from offshore) foundation management**

**Tax haven phone answering service for your company**

**Tax haven email addresses for your company**

**Tax haven website addresses for your company**

**Tax haven mail receiving & forwarding services**

**Nominee Professional director**

**Nominee shareholder**

**Fax receiving and forwarding**

**Invoicing and reinvoicing**

**Notarisation and apostille of company documents**

**Power of attorney**

**Consultancy agreements and sales contracts**

 **Nominee Founder (ie for a Foundation)**

 **Nominee Professional Councillor (ie for a Foundation)**

 **Nominee Settlor (ie for Trusts)**

 **Investment Manager or adviser agreements (ie for a Foundation or Trust)**

* 1. What is the source of your wealth and personal property?

3.11 Are you a Politically Exposed Person (see below for a definition of what this is)?

I/we request Offshore Companies International to provide Nominee, Virtual Office or Miscellaneous services as per my/our above requirements. I/we have read and accept your Terms and Conditions of Business below. I/we certify that the above information is correct and I/we confirm that the Company will not be used for any illegal purpose:

**DATED**:

**SIGNED**: First Owner…………………………………

 Name in full:

 Second Owner (if applicable)………………………………

 Name in full:

 Third Owner (if applicable)………………………………

 Name in full:

**Terms & Conditions of Business**

**DEFINITIONS AND INTERPRETATION**

“OCI means and includes:

(a) Affordable Legal & Entertainment Consulting Services Pty Ltd ACN 153 242 310 trading as Offshore Companies International, its successors and assigns at law including but not limited to any corporation or other entity to whom the client base and or business of OCI may be assigned or sold.

(b) With respect to any person or entity referred to in (a) above: its directors, officers, shareholders, employees, agents, consultants, its subsidiary companies and any directors, shareholders, secretary or other nominees provided by it in connection with the Company and all and each of their respective successors and assigns;

“Client” means the person(s) or firm/Company who has requested “OCI” to provide services or has agreed or has previously paid for services.

“Company” means: (a) any one or more Companies or Trusts or Private Interest Foundations that the client has asked “OCI” to provide services; and

 (b) any company, trust, private interest foundation or other structure established and/or administered at any time by or through OCI at the request of the Client;

“Politically Exposed Person” or “PEP” means and includes:

1. a senior foreign political figure
2. a person who has been entrusted with a prominent or important public function
3. a person who on account of his or her current or former political or public position has the potential to attract publicity beyond the borders of the country concerned
4. a person whose financial circumstances may be the subject of additional public interest
5. an individual who is closely related to a person identified above

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“PIF” means Private Interest Foundation

“Services” means any Company, Trust or PIF Formation; Management; Documentary; Administration; Councilor, Trust or Trustee services provided to the Client his Company or a Trust or a PIF formed on behalf of the Client.

“Trust” means any Trust or Settlement established or administered for or on behalf of the Client.

Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1)       OCI reserves the right to decline to process any client’s applications or instructions without giving any reasons.

2)       An application/order form does not constitute a contract unless accepted by OCI.

3)       Unless OCI’s documentation and compliance procedures are met in full, we reserve the right to terminate our services without further notice, in which case no prepaid fees shall be refundable.

4)       All fees are payable at the time of instruction.

5)       Fees are as initially stated in writing unless otherwise agreed by OCI in writing.

6)       Annual fees, Government taxes and any disbursements will be billed two months prior to the due date. If the Client does not notify us in writing within thirty days that he no longer requires the services he shall be deemed to have accepted liability for payment of the full amount due.   Late payment of annual fees or Government taxes will incur penalties and administration charges.

7)       Any discounts offered to Clients apply only to OCI’s fees and not to Government taxes, duties or disbursements.

8)       OCI reserves the right to increase fees without prior notice to the Client.

9)       Any fees paid to OCI are non-refundable.

10)   Any services provided by OCI are on an annual basis, unless agreed otherwise in writing.

11)   A termination fee of $500 may be payable by the Client to OCI upon the services no longer being required, whether this be due to liquidation (voluntarily or compulsorily) of a Company, PIF or Trust, disposal of a Company, transfer of the management of a Company, PIF or Trust or otherwise. The termination fee will be charged in addition to any disbursements or other fees due and payable at the time of termination.

12)   Where a Company or Trust or PIF has been formed for a Client and no other management or administration services are being provided by OCI a transfer fee of $450 will be payable.

13)   In regard to outlays:

 (a) Disbursements and out of pocket expenses will be charged in addition to OCI’s published fees.

 (b) The Client’s account will be credited with the actual amount received ie net of bank or merchant provider costs which the client is required to meet

14)   We reserve the right to charge additional fees for work not included in our published fee schedule or for work of an unusual or exacting nature.

15)   All fees are exclusive of Value Added Tax, Goods and Services Tax or other point of sales taxes and will be subject to such taxes at the prevailing rate as may be required by current legislation.

16)   Save as for the gross negligence of OCI, its directors, employees, agents or representatives, the Client shall indemnify the said OCI, its directors, employees, agents or representatives at all times against:

                                                           (i.)  any cause of action arising from the provision of the Company, administration and management services.

                                                          (ii.)  any cause or action arising whatsoever which relate to the provision of any services and which relate to instructions carried out upon the specific instructions of the Client or otherwise.

                                                        (iii.)   any matters or acts which have been performed or omitted to be performed by the Client or their agents on behalf of the Company.

17)   Where a Registered Office Service is included as part of a package of services purchased by the Client no reference shall be made to the Registered Office address in any publication or by way of public announcement without the prior written consent of OCI. The facility is made available by OCI and/or via its agents on the basis of a license and is revocable and, upon the request of OCI, the Client shall immediately transfer the Registered Office to an address of their choice.

18)   From time to time, it may be necessary for OCI to move its offices, Registered Offices or Resident Agents to another location. OCI undertakes to give the Client as much advanced notification as possible of any such move but will not accept responsibility for any costs incurred by the Client as a result thereof.

19)   The Client hereby agrees to keep OCI informed of any change in their correspondence address and principal contact details.

20)   All instructions or requests for action shall be transmitted to OCI in writing, however OCI may, at its discretion, agree to action any such instruction or request given other than in writing only on the express understanding that OCI shall not be liable in respect of any misunderstanding or error occasioned in processing such action or request acted upon in good faith.

21)   All communications in relation to the administration, management or provision of any services for the Company including sending of annual renewal/Government tax notices shall be deemed to have been properly communicated to the Client if sent by ordinary post or by fax or by email to the current address or fax number provided by the Client. It shall not be necessary for OCI to provide proof of postage or receipt.

22)   OCI accepts no responsibility for loss or damage arising from the use of facsimile, email or other electronic instructions. The Client acknowledges that such methods of communication are not secure.

23)   OCI shall not be liable for any failure to comply wholly or in part with any instructions and shall not be liable for non-receipt of instructions. The Client shall have no claim whatsoever against OCI in respect of anything done or omitted to be done or in respect of any exercise or discretion, gross negligence on the part of OCI notwithstanding.

24)   OCI does not accept responsibility, legal or otherwise, for any loss, liability, or costs incurred by clients in connection with formation or acquisition of any Company or legal entity by them, or their Company or entity.

25)   Use of a corporate name in any manner whatsoever by a Client prior to complete transfer or incorporation and receipt of Company documentation is regarded as unauthorised and may be construed as illegal. All advice given and publications produced by OCI are based on our interpretation of current legislation and is given in good faith and does not purport to be legal, accountancy, or tax advice, however no liability can be accepted by OCI for advice given, and Clients are advised to seek independent professional advice from their tax, accounting, financial, investment and legal advisors prior to placing an order with OCI.

26)   Whilst OCI will endeavour to advise Clients with regard to the use of a name or similarity to any other Company name, OCI will not be held liable for any actions arising against the Client in respect of such similarity, passing off or infringement of any trademarks.

27)   The Client agrees to provide OCI with whatever information it reasonably requires with regard to the Company’s Beneficial Owner(s) or the activities or dealings of the Company or other legal entity.

28)   If OCI is not satisfied that the Company or Client is conducting their affairs within the law and current legislation, OCI reserves the right to terminate such administration, management or any other services being provided at the time of the said termination. Notice of the aforementioned termination shall be made in writing to the Client and no refund of fees shall be made.

29)   OCI reserves the right to examine or open, or have its agents examine or open, any Client mail at its own discretion.

1. In the case of dispute, it is agreed that any redress should be sought through the courts of Hong Kong.