OFFSHORE COMPANIES INTERNATIONAL

**PRIVATE INTEREST FOUNDATION (“PIF”) ORDER FORM**

**Preferred Country of registration:** Seychelles/Panama **(Please delete one)**

**Founder’s Personal Details:**

Your Full name:

Your Date of Birth:

Your Nationality:

Street Address for courier deliveries (please note that courier packages cannot be delivered to a P.O.Box address):

**Second Founder’s Personal Details (if applicable):**

(Please see the below “Explanation as to Technical Terms Used” to assist you to determine whether and when a second Founder would be advisable or appropriate)

Your Full Name:

Your Date of Birth:

Your Nationality:

Street address for delivery of courier packages: (please note that courier packages cannot be delivered to a P.O.Box address)

**What is your preferred name for the Foundation:**

Please note that if you are establishing a Foundation in conjunction with an IBC that the name of the Foundation does not need to bear any resemblance to the IBC Name. Unlike an IBC the name of the Foundation is not required to be pre approved prior to registration, so feel free to choose whatever name you would prefer.

**Beneficiaries’ Full names, Dates of Birth, and correspondence addresses:**

(Please tell us the names of the persons that you would like to benefit from the Foundation. Please also indicate if any of the Beneficiaries are related to you and if so the nature of the relationship).

From the outset I would like the primary beneficiary to be…………………….. (name charity here eg the Red Cross) with Foundation distributions to be limited to an amount of (not greater than) $US 100 per year. I would also like the Council/Councillor to take into account any future wishes as may be expressed by me in terms of Distributions to be made, whether to the initial primary, or other subsequent, beneficiaries.

It is also my wish that the Board consider adding myself and spouse and children (state full name and address here) as beneficiaries at an appropriate time, see my detailed comments below in this regard. I would also ask that the Board take into account any wishes as may be expressed by me from time to time as to whether further beneficiaries should be added and if so, whom.

**What is the Purpose of the Foundation?:**

A general explanation will suffice;

Asset Protection and Asset Holding (Offshore Funds, Share and Property Holdings)

**How are we to Distribute the Income and Assets of the Foundation?**

Here you will need to tell us your wishes as to:

* Which persons you would like to see receive an income from the Foundation;
* How frequently we are to pay an income to such persons;
* When and how such payments are to be reviewed (eg in proportion to the performance of the Foundation’s investments; whether payments are to be indexed to Consumer Price Index movements in the Beneficiaries country of residence etc);
* If there is more than one Beneficiary, whether each beneficiary is to receive equal payments (and if not the relevant percentages or proportions to be paid to each beneficiary);
* Other particular or unusual circumstances in which income payments are to be made or reviewed: (eg “If any of my children wish to pursue full time study please ensure that each such child receives an income sufficient to cover his/her educational, accommodation and general living expenses”)

(Please provide as much detail as you would like when answering this question. Please also keep in mind that PIFs allow you to distribute an income to certain persons and Foundation Assets/Capital to others.)

The following sets out my general wishes in respect of the administration of the Foundation. It should be borne in mind that they may be overtaken by future events and I wish you (the Council/Councilor) to use your own judgement to decide how matters should be dealt with in the future. This letter is not intended to create any legally binding direction or obligation.

My intention and main objective is to assist charity and to make proper provision for myself and/or my spouse and children at a later time if additional financial accommodation is necessary in order to maintain us in the lifestyle to which we have become accustomed.

Subject to these general remarks my wishes are as follows:

As I am presently able to meet my living expenses it is my wish that you not add myself, my spouse and children as beneficiaries of the Foundation at this immediate time. Rather it is my wish at this time that Foundation assets and income be invested as per the advice of the Foundation’s investment adviser/s duly appointed and that the charity named herein receive some benefit.

As and from such time as an income is required by me/us to maintain my/our usual standard of living (or if our medical or educational needs should require additional financial assistance) it is my wish that you would consider adding myself and my spouse/children as primary beneficiaries. I would expect us to receive maintenance in the form of income and, if appropriate, capital.

I would also ask that you to take into account any future wishes as may be expressed by me generally and in particular in respect of the application of Trust assets and incomes.

Subsequent to my death if I am survived by a spouse and or children (and should they require financial assistance) it is my wish that they be added as beneficiaries of the Foundation. It is my wish at such time that you would take into account any suggestions put to you by my spouse and children, and if you consider the suggestion/s wise, to act on them.

Should I not be survived by a spouse or children at my death it is my wish that my surviving brothers and sisters be added as beneficiaries of the Foundation. It is my wish that you would take into account any suggestions put to you by my brothers and sisters at such time, and if you consider them wise, to act on them.

It is my wish that prior to the Foundation receiving an income that an investment advisor be appointed to the Foundation and that you take into account my wishes in terms of the choice of investment adviser to be so appointed. It is my wish that you consider investing Foundation funds in accordance with the Investment advisor’s recommendations.

**Would you like to have a Protector appointed to the Foundation? (see below for an explanation of the Protector’s role)**

If you would like a Protector appointed to the Foundation please set out below the proposed Protector’s full name, airmail address and occupation. You will also need to let us know what powers you would like to see the Protector given.

1. The Protector shall be of . I ask that the Protector’s permission be sought in terms of addition or substitution of beneficiaries, in respect of payment of Distributions, and in respect of the choice of Investment advisor to be appointed: OR **(Please delete one)**

2. No Protector is required at this time although I/we would like you to take into account any later wishes as may be expressed by me/us in terms of appointment of a Protector herein.

**What Powers do you wish the Council to have?**

You can choose to give the Full Standard Discretionary Powers or Specific Powers as you prefer. To avoid the risk of being seen to be controlling the Foundation it is preferable that the Council/Councilor be given Full Standard Discretionary Powers. (We recommend however that you receive expert local legal and taxation advice in respect of what powers you would like the Board to be given).

Full standard Discretionary Powers

**Other Special Provisions:**

I ask that you take into account any future wishes as may be expressed by me in terms of Foundation administration generally.

**Are there any persons who you would like to see excluded from benefiting from the Foundation?**

If there is a person (such as a wayward child) who, for whatever reason, you feel does not deserve to benefit from the Foundation then you should specifically tell us that person/s details **and** brief reasons why you feel that person/s should be excluded from so benefiting.

**What Assets or Property do you wish the Foundation to hold:**

The Foundation property will be initial funds to be settled into the Foundation (being funds of approximately $) together with additions or accretions thereto from time to time.

**Who would you like appointed to the Board of Councillors?**

NOTE: Re Foundations only one Councillor is required which can be either a person or a corporate entity. (You can have additional board members appointed if you wish). We will supply a Nominee Professional Corporate Board member if you like. If a further Board member is to be appointed please let us know that person’s airmail and office/ street address as well as phone/fax numbers and email address/es.

**Please note Carefully**

This document is to be used as an initial tool to assist with the drafting of the Foundation Charter. Additional details or further Expressions of Wishes may be sought or required prior to Formation. That way we can be certain that the Foundation accurately takes into account your wishes as expressed. It is of paramount importance that clear and precise instructions be delivered to us.

We are not in the business of providing legal, accounting, taxation or investment advice. We always recommend that clients seek such advice from a suitably qualified expert before ordering IBCs or International Trusts or PIFs from us. Clients should also seek expert professional advice as to any prohibitions, limitations and/or disclosure requirements to which they may be potentially subjected as a consequence of ordering (or in any way dealing with) an IBC or Trust or PIF supplied by us.

**To Order:**

I hereby request Offshore Companies International (and/or their successors and assigns at law) to provide a Private Interest Foundation as per my above specification. I acknowledge receiving (and confirm that I have read and understood) the Business Terms and Conditions provided to me. I hereby certify that the above information is true and correct. I confirm that the Foundation is not intended for (nor to be used for) any illegal purpose or activity.

**SIGNED at (Please state where you were when you signed this document):**

This…… day of …………….2012

Founder/Client 1 ………………………………………..

Please Print Your Full Name: ………………………………..

**SIGNED at (Please state where you were when you signed this document):**

This…… day of …………….2012

Founder/Client 2 (if applicable) ………………………………………..

Please Print Your Full Name: ………………………………..

**WHAT YOU NEED TO PROVIDE TO US**

1. A certified copy of the Passport or national ID card and driver’s license of each Founder, Protector and Beneficiary.
2. Certified copy of a Proof of residential address document (a utility bill, tax bill, credit card or bank statement will usually suffice provided that your residential address appears on the document).
3. Confirmation of payment of our fee (a proforma invoice will be sent to you after we’ve finalised/confirmed your Registration instructions as set out herein).

**ANNEXURE 1**

**EXPLANATION OF TECHNICAL TERMS USED**

* **Foundation:**

 A Foundation is both a legal arrangement and a separate legal entity whereby one entity (called the Board of Governors or Council) at the request of a second person (called “the Founder”) on behalf of the Foundation agrees to accept and hold and deal with property for the benefit of others (ie the Beneficiaries). Note in Seychelles the Founder can be both Founder and Beneficiary though not sole beneficiary.

* **Founder:** A Founder is the person who establishes the Foundation. This is done by requesting us to establish a Foundation on certain conditions and also by moving legal ownership of certain property to the Foundation to hold under the terms of the Charter and or Regulations for the benefit of the Beneficiaries. A minimum of one Founder is required. Please note however that if assets, which are jointly owned by two (or more) persons, are to be transferred to the Foundation it may be more appropriate for the Foundation to be established at the request of joint Founders. If jointly owned property is to be transferred to the Foundation local legal advice should be sought as to whether it is desirable, taking into account the law in the Founders’ place of residence, for the Foundation to be established by one or more Founders.
* **Foundation Charter:**

Is a document which effectively gives birth to the Foundation. A Charter sets out the fact that the Foundation is to hold certain property for the benefit of others (ie the Beneficiaries). A Charter also sets out the arrangements by which the Council/Councillor is to deal with the Foundation Property. It is like a contract between the Board and the Founder.

* **Beneficiaries:** the Beneficiaries of are the person/s for whose benefit the Foundation is established. Foundations are designed to ensure that the beneficiaries receive some kind of financial or lifestyle benefit from the Foundation and its assets. Such benefit may be by way of payment/s of income from the Foundation. Alternatively the Foundation may provide for certain assets/capital to be transferred to a Beneficiary (or Beneficiaries) at a certain time.
* **The Council:** is a management committee or company that:
1. accepts a transfer of property at the request of the Founder on behalf of the Foundation; and
2. agrees to manage the Foundation and its assets for the benefit of the beneficiaries in accordance with the terms of the Charter.

NOTE: For ease of management a Foundation may be directed by a Sole Councillor

* **Protector:** A Protector is a person whose prior consent is legally required ahead of the Council/Councillor doing certain key things. For example the Protector’s permission may be required prior to:

(a)the Board adding or excluding Beneficiaries; and/or

* 1. making (or changing previous arrangements for the) payments of income; and/or

(c) removing or adding Councillors etc.

It is preferable that the Protector’s permission be required for only certain key things otherwise it could be alleged that the Protector is controlling the Foundation. This could lead to the Foundation being made liable to pay tax in the country where the Protector resides. A Protector may be appointed from the outset or at a later time should you so wish.

**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

 .

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

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.