**Offshore Companies International**

 **www.offshorecompaniesinternational.com**

**OFFSHORE COMPANY ORDER FORM**

**1. CLIENT INFORMATION**

 **(To be completed by all persons if more than one person is to be the owner of the company)**

**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:

Your Skype ID:

Your Fax Number (if you have a fax):

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:

Your Skype ID:

Your Fax Number (if you have a fax):

Your Email Address:

Your Air Mail Address:

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

**2. Preferred country of incorporation:**

( ) Seychelles

( ) Belize

( ) Hong Kong

( ) British Virgin Islands (“BVI”)

( ) Panama

( ) St Kitts & Nevis

( ) Anguilla

( ) Gibraltar

( ) Dominica

( ) Marshall Islands

( ) Samoa

( ) Cyprus

( ) USA (Oregon)

( ) USA (Colorado)

( ) USA (Delaware)

( ) USA (Arkansas)

**3. Shares**

Offshore Companies in Seychelles, Belize, Panama and BVI can have either “Registered” Shares or “Bearer” Shares. In the case of Registered Shares the name of the shareholder appears on the share certificate and in the confidential company records (that the registered agent keeps at the company’s registered office). With Bearer shares the shareholder’s name does not appear on the share certificate. Rather, the name of the shareholder as printed on the share certificate simply reads: “Bearer” or “the Bearer hereof”.

**(Please circle your answer)**

3.1 Do you require Registered Shares? **Yes / No**

or, do you require Bearer Shares? **Yes / No**

 **(Please circle your answer)**

If you would prefer Registered Shares, please also answer questions 3.2 and 3.3. If you would like Bearer Shares instead, please ignore questions 3.2 and 3.3 and proceed direct to question 3.4 below.

3.2 Would you like us to provide a Nominee Registered Shareholder: **Yes / No**

 **(Please circle your answer)**

Nominee Shareholders are often used to preserve privacy. Even if a nominee shareholder is established you still remain the true underlying beneficial owner of the share/company. The nominee simply holds the share for you and acts on your behalf.

3.3 Details of Registered Shareholder/s:

(**Only to be completed if we are NOT supplying a Nominee Shareholder for you)**

Shareholder’s Name:

Usual residential address:

Airmail address:

What percentage of the company’s shares is the shareholder to receive **(only to be completed if there will be more than one shareholder)**:

Second Shareholder’s Name (if there is to be more than one shareholder):

Usual residential address:

Airmail address:

What percentage of the company’s shares is the shareholder to receive?

3.4 **Authorised Share Capital:** Authorised share capital is the amount of money that a company is allowed to raise via the issuing or selling of shares. The maximum amount of share capital that your company is authorized to raise is set out in its Memorandum and Articles of Association (which are lodged with the registry as part of the incorporation process). Most Offshore Incorporation centres allow you to raise up to a certain amount of share capital (in BVI and Belize etc for example the figure is $US50,000, in Hong Kong it’s $10,000; in Seychelles there is no limit) *for a set minimum registration fee!* If you want to be able to raise *more* than the standard maximum authorized share capital you have to pay additional fees to the Registry when you incorporate (and renew the annual license of) your offshore company

Do you require standard maximum authorized share capital: **Yes/No**

If you do not require standard please advise how much you need the maximum authorized share capital to be: ………………………………………

**4. Company Director/s & Secretary**

If you want to minimize the chances of your Offshore Company falling into the local tax loop you will want to ensure that management and control of the Company is seen to be exercised from offshore. (We recommend that you receive local legal and taxation advice as to what constitutes “management and control” as it varies from country to country). The traditional role of a Director of course is to oversee the Company’s day to day business. Clients commonly request us to perform this role from offshore. This usually entails us signing certain documents on the Company’s behalf and convening board meetings where necessary. As you remain the underlying owner of the company we will naturally carry out the Director’s role in accordance with your wishes (a signed Management Services Agreement will be supplied as part of your incorp pack which acknowledges the nominee nature of our appointment noting the fact that we are obliged to respect your wishes at all times). Note also, although it involves additional expense, natural person directors can also be supplied in certain instances. Please contact us for more information should you require this service.

4.1 Would you like us to provide a Professional “Nominee” Corporate Director: **Yes / No**

 **(Please circle your answer)**

4.2 Details of any Directors to be supplied by you:

(**No need to complete if you would like us to act as Nominee Company Director**)

Director’s Name:

Usual residential address:

Airmail address:

Email address:

Second Director’s Name: (if applicable):

Usual residential address:

Airmail address:

Email address:

4.3 Would you like us to provide a “Nominee” Company Secretary: **Yes / No**

 **(Please circle your answer)**

Please note that in most Tax Havens Companies such as IBCs are not required by law to appoint a Company Secretary. As some countries require certain legal documents to be signed by both a Company Director and the Company Secretary the appointment of a Company Secretary is recommended.

4.4 Details of Other Company Secretary:

(**No need to complete if you would like us to provide a Nominee Company Secretary for you**)

Secretary’s Name:

Usual residential address:

Airmail address:

Email address:

**5. Virtual Office & Miscellaneous Services**

**(Please tick or place an x in the box re any additional services required):**

5.1 Mail receiving and forwarding ( )

5.2 Fax receiving and forwarding ( )

5.3 Shared telephone # in the country of incorporation with message forwarding ( )

5.4 Dedicated Telephone # in the country of incorp with message forwarding ( )

5.5 Email address in the country of incorporation ( )

5.6 Website domain address in the country of incorporation ( )

5.7 Power of Attorney (“POA”) in favor of the company owner/s ( )

 Name DOB and address of any person to receive POA………………………….

 ……………………………………………………………………………………………..

5.8 An agreement in favor of you as company owner/s enabling you to act as the Company’s Authorised Sales/Representative outside the country of incorporation ( )

 Name DOB and address of person to be appointed as Authorised Sales/Representative ………………….

 ……………………………………………………………………………………………..

5.9 An agreement in favor of you as company owner/s enabling you to act as Consultant or Adviser to the Director with particular areas of responsibility ( )

 Name DOB and address of person to be appointed as Consultant………………….

 ……………………………………………………………………………………………..

5.10 Notarised set of corporate documents ( )

5.11 Notarised and Apostilled set of corporate documents ( )

5.12 Notarised *Power of Attorney/AuthorisedRepresentative/Consultancy Agreement* (please *delete* as applicable) ( )

5.13 Apostilled *Power of Attorney/AuthorisedRepresentative/Consultancy Agreement* (please *delete* as applicable) ( )

5.14 Self inking company stamp ( )

5.15 Metal Company Seal ( )

5.16 International courier delivery of incorp pack ( )

5.17 Postal delivery of incorp pack ( )

**6. Miscellaneous**

6.1 What business is the company likely to carry on (please set out the company’s proposed business activities in detail): ………...................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................

……………………………………………………………………………………………………..

6.2 Do you require assistance in opening a bank account for the company? **Yes / No** (if yes, we will be in contact with you to talk about the various Offshore Banking

 Options) **(Please circle your answer)**

* 1. What is your first choice company name?
	2. What is your second choice company name?
	3. Are you a Politically Exposed Person (see below Terms and Conditions for a definition of what this is)?
	4. Where will the minutes of company meetings and copies of resolutions be kept?
	5. Where will the books of account and company records of all financial transactions be kept?
	6. Where will the registers (ie Register of Directors, share register assets register etc) be kept?

**Communications**

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.

In addition to our webdomain being a secure site (making email communications with us relatively private) we also offer two methods of server-to-server based encrypted email communications:

1. Via a network called SAFe-mail (see [www.safe-mail.net](http://www.safe-mail.net)). Our SAFe-mail address is oci@SAFe-mail.net. (For maximum privacy we would recommend that you choose safe-mail’s premium service)
2. Via Hushmail (see <http://www.hushmail.com/>). Our hushmail address is ociceo@hushmail.com

**For maximum privacy we recommend that you obtain and communicate with us via a SAFe-mail address.**

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.

**Hong Kong Companies**

If you are incorporating in Hong Kong please also advise:

Business nature - Trading / Consulting or whatever best describe the business.

 - Description of product / service);

2. Target market: - For trading: buying from \_\_\_which country\_\_\_\_\_\_\_\_\_\_\_ and selling to \_\_\_\_\_country\_\_\_\_\_\_\_\_\_.

 - For service: location of service delivery, and location of client;

3. Personal experience: -Description of personal experience and years of involvement in similar business;

4. Source of fund for the business: - Source of funds used for starting the business – from work etc?

(eg: work, family business etc)

**Invoicing**

How do you wish to pay for this order:

1. Via bank/wire transfer ( )
2. Via Card eg VISA, Mastercard etc ( )
3. Via your paypal ac ( )

I/we request Offshore Companies International Ltd to provide an Offshore Company 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:

**Terms & Conditions of Business**

**DEFINITIONS AND INTERPRETATION**

“OCI” means and includes:

(a) Offshore Companies International Limited) incorporated in Hong Kong Company number 1816467, its successors and assigns at law including but not limited to any corporation or other entity which may, subsequent hereto, acquire or purchase OCI, its shares or its assets.

(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 or Limited Partnership in respect of which the client has asked “OCI” to provide services; and

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

“Private Interest Foundation means any Foundation established or administered for or on behalf of the Client.

“Politically Exposed Person” means a person who is occupying, or who has been entrusted with, an important or prominent public function and includes an individual who is closely related to such a person.

“Services” means any Company Trust or Private Interest Foundation Formation, Management, Documentary, Administration, Councilor, Nominee, Trust or Trustee services supplied by OCI (or via its servants and/or agents) to the Client or his Company or a Trust or Foundation formed at the request of or for the benefit 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)       We reserve 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 us.

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 or she or it no longer requires the services he/she/it 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)      In order to maintain targeted profit margins OCI reserves the right to increase fees without prior notice to

 the Client. Any change/s to fees authorized by the board or management team of OCI will be advised to the

 client within 7 days of such change/s being made

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 per entity shall be payable by the Client to OCI upon the client notifying OCI that management of the client’s entity or entities is to be transferred to another Corporate Services Provider . The said termination fee will be charged in addition to any disbursements or other fees due and payable at the time of termination.

12)  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

13)   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. The client will be notified in writing of OCI’s intention to charge such additional fees.

14)   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 required by current legislation.

15)   Save as for the willful default and/or 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.

16)   Where OCI is supplying or arranging a Registered Office, 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 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.

17)   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.

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

21)   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.

22)   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 emailed to the last current email address as provided by the Client. It shall not be necessary for OCI to provide proof of receipt thereof by the Client.

23)   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.

24)   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.

25)   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, Trust, Foundation, Limited Partnership or other legal entity by them, or their Company or entity.

26)   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/are 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 and prior or committing the client’s Company Trust or Foundation to contractual relations.

27)   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.

28)   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.

29)   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.

30)   OCI reserves the right to examine or open any Client mail at its own discretion.

31) This agreement and all rights and obligations arising therefrom may be assigned by OCI to anyone at anytime without first obtaining the client’s consent as a pre-requisite thereto

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