

# MAURITIUS

## Company Application Form

To:

We hereby order formation of Mauritius Company as hereunder and agree to be subject to and bound by your prevailing standard business terms and conditions as in Appendix 1 below.

### 1. Name

Proposed names in order of priority:

(1)

(2)

(3)

### 2. Type of company

GBC2

### 3. Capital

Issued capital to be US\$ \_\_\_\_\_ consisting of \_\_\_\_\_ ordinary shares of USD \_\_\_\_\_ each

### 4. Shareholders

Name:

Residential address:

Occupation:

Nationality:

Date and place of birth of beneficial owners of shares:

Number of shares to be issued:

Whether nominee services are to be provided:

### 5. Directors

Whether Director services are required –Yes or No

Name:

Residential address:

Occupation:

Nationality:

Date and place of birth:

**6. Secretary (to be provided local registered agent)**

Name:

Residential address:

Occupation:

Nationality:

Date and place of birth:

**7. Constitution & Business Activities**

Main type of business to be undertaken: detailed explanation of objects (BUSINESS PLAN): **PLEASE PROVIDE A DETAILED BUSINESS PLAN SHOWING PROJECTIONS FOR NEXT THREE YEARS**

The following are approved Global Business Activities, please tick appropriate box:

<b>Business Activities</b>	<b>Please tick</b>
Aircraft Financing and leasing	
Assets Management	
Consultancy Services	
Employment Services	
Financial Services	
Funds Management	
Information and communication technology services	
Insurance	
Licensing and Franchising	
Logistics and or marketing	

Operational Headquarters	
Pension Funds	
Shipping and ship management	
Trading	
Investments Holding	
Other: (please specify) _____	

**8. Registered Office**

Port Louis, Mauritius

**9. Bank accounts [Note each bank has its own list of due diligence requirements which may differ from ours]**

Bank: \_\_\_\_\_

Account Type: \_\_\_\_\_

Currency: \_\_\_\_\_

Signatories/Mandate: \_\_\_\_\_

**10. Due Diligence Documents enclosed on Beneficial owner, Shareholder, Director, Bank Signatory, Power of Attorney Holder and other principals**

1. Passport copy certified by a reputable bank, Consulate, Embassy, or governmental body with any of the following wordings '*Having seen the individual and the identification document at the same time, I certify this is a true copy and that the photograph is a reasonable likeness*' or '*Certified True Copy and Original Sighted*' or '*Certified a true copy of the Original*' with the name, signature, and position of the certifier, and the company stamp;
2. Original credit card or bank statement or utility bill for proof of address in original (less than 3 months old);
3. Bank reference stating the length of relationship (**should be minimum 2 years**) and whether satisfactorily conducted, to be addressed to:

4. Brief Curriculum vitae showing source of wealth and profile.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 1

### Limited-Business Terms, Conditions & Underatking Agreement

1. Definitions: In this Agreement the following words shall, unless the context otherwise requires, have the following meanings:

**'the Client'** means , as the case applies :(a) the beneficial owner/s or promoters of the Company;(b) any professional intermediary ,referrer or authorised representative or agent of the Company ;and (c) in the case of a natural person ,the Client shall include his or her heirs ,personal representatives and assigns and shall in the case of more than one person mean such persons jointly and severally and shall include the survivor or survivors of them and their respective heirs ,personal representatives and assigns.

**'the Company'** means ,as the case may be , [REDACTED] , company as named in section in 1 of Company Application Form, any company ,trust ,partnership ,foundation , or other structure established and/or administered by or through the Firm at the request of the Client.

**'the Firm'** means local registered agent [REDACTED] in Mauritius , and 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.

**'the Professional Services' or 'the Services'** : means the provision by the Firm of corporate and/or trust formation and administration services or other services requested by the Client including one or more of the following : (a) application for a Global Business Licence Category 1 or 2; (b) provision of registered office and registered agent to the Company ;(c) provision of directors ,alternate directors ,company officers ,company secretary ,managers , nominee shareholders ;(d) maintenance of statutory and other records relating to the Company;(e) provision of trust deeds/agreements and /or trustee and/or trust administration services ;(f) company and/or trust resolutions ,execution of documents and agreements for the Company ;(g) opening of bank account ;(h) any other related professional services as may be requested and agreed.

2. The Client warrants, confirms and represents that;(a) he has been made familiar with and fully comprehends the legal, fiscal and disclosure requirements applicable to Global Business Companies in Mauritius ;(b) that all information provided to the FSC in furtherance of the application for an Global Business Licence is correct and complete to the best of his knowledge and understanding; (c) that he has not at any time during the past 7 years been criticised, censured, disciplined, suspended, or fined by any regulatory body in Mauritius or other jurisdiction; (d) that he has not at any time during the past 7 years been made an application for bankruptcy or compulsory winding up or has had property seized ,forfeited or relinquished; (e) that he has not at any time during the previous years had a receiver or administrator appointed or failed to satisfy a debt due or compromised a similar arrangement with a creditor; (f) that he had not been engaged in any civil proceedings or arbitration at any time in the previous 7 years in which a judgement was given against him for debt due; (g) that he had never been convicted of any offence involving fraud, dishonesty, or any other offence such as economic offence or money laundering or been subject to penalties for tax evasion relating to companies providing financial services; (h) that he never been convicted by a competent court for a criminal offence or penalised or sanctioned or is currently under investigation for professional negligence or malpractice.

3. The Client hereby appoints the Firm to provide the Professional Services for the first year of operation and from year to year after that provided that all fees and disbursements agreed are paid to the Firm.

4. Ownership of the Company (excluding trusts or foundations, where the beneficiaries will have equitable title to the trust or foundation assets) shall not pass to the Client until the applicable first fee payment has been received in full by the Firm and documents requested under section 18.7 are provided in full. All fees (including incorporation and all annual fees) are not refundable if services are terminated during the year.

5. The Client warrants the lawfulness of all instructions given to the Firm.

6. Neither the Firm nor any local director it has provided to the Company at the request of the Client shall be liable to the Client in respect of anything done or omitted to be done by the Firm or the local director it has provided, except in the case of fraud, gross negligence or bad faith on the part of the Firm or the local director.

7.The Client indemnifies, and shall at all times keep indemnified, the Firm and its members and employees, and any local directors it has provided to the Client at the Client's request from and against all costs, claims, demands, expenses (Including all legal costs on a full indemnity basis) and liabilities whatsoever for which they may become liable, and against all proceedings, claims or demands of any nature whatsoever which may be taken against them or arise directly or indirectly by reason of the provision of or failure to provide the services, or by reason of anything done or omitted to be done in relation thereto, except in the instance of fraud , gross negligence or bad faith on their part.

8. The Client undertakes to pay all fees connected with the formation, maintenance and administration of the Company and disbursements which are incidental to the services provided by the Firm within 7 days of invoice date failing which neither the firm nor the local directors provided by it to the Company shall be under any further obligation to provide further services to the Company.

9. The Client and the Firm agree that where the Firm's invoices for agreed fees and disbursements have not been settled within 7 days of being raised, the Firm may deduct or cause to be deducted those amounts out of funds at the disposal of the Company or the Client.

10. The Firm may revise its recurring fees with at least a month notice being given to the Client.

11. Invoices for services and disbursements may, at the request of the Client, be issued to another person. The Client guarantees to the Firm, and shall remain primarily liable for the payment of those invoices.

12. The Client shall give the Firm two months advance notice in writing of his or her decision not to require the Professional Services for a second or subsequent year.

13. Where the relevant fees for continued Services for any given period after the first year remain unpaid for more than three months after the Firm's invoice has been issued, and the Firm has not received any notice from the Client that the Professional Services are no longer required, the Firm may then at its discretion give notice of immediate termination of the Professional Services and/or obtain payment direct from any assets of the Company and/or the Client.

14. Where the Firm provides local directors, it is entitled to take any steps that it may in its absolute discretion think fit to protect the interests and/or assets of the Company and to take such professional advice in the interests of and at the expense of the Company as the Firm may consider necessary.

15. Instructions by or on behalf of the Client to the Firm shall be in writing (by registered letter, fax or e-mail). The Firm shall not be liable for any loss or damage arising from any fax or e-mail communications with the Client or any representative or advisor of the Client, including failed or incomplete transmissions, distortion or loss of privacy.

16. If the Firm is in its opinion unable to obtain any or any satisfactory instructions on matters affecting the Company and/or the Client from the Client within three months of requesting same, the Firm may at its own discretion proceed in any one or more of the following ways: (a) take no further action on a particular matter; (b) take no further action at all in relation to the Company and/or the Client; (c) utilise any assets of the Company in or towards the satisfaction of demand for payment of any sum legally due by the Company to any person; (d) have the Company dissolved; (e) effect a resignation of all or any of the directors, officers and/or company secretary; (f) transfer all or any of the shares, assets or interest in the Company into the name of the Client; (g) take such other action as the Firm thinks appropriate and the Firm shall not be liable in respect of any action or inaction (or any consequences thereof) which are in accordance with the provisions of this section.

17. In providing the Company and/or the Professional Services, the Firm does not in any way whatsoever sanction or condone the commission of any unlawful act or omission by any person or company in any jurisdiction or the use of the Company or the Services for any illegal, fraudulent or otherwise prohibited purposes ("Prohibited Purposes") (which shall include, without limitation, any activities relating to drug trafficking, terrorism, money laundering, arms or weapons trafficking or child pornography). If any Client is or becomes involved in or uses a Company for any Prohibited Purposes, the Firm may, if it has knowledge of the same, at its discretion immediately terminate the Services and/or take any action as is authorized under section 14 above.

18. The Client undertakes and agrees (as a continuing obligation) that:

18.1 Any asset introduced or caused to be introduced to the Company has been/will be lawfully introduced and is not/ shall not be derived from or related to any Prohibited Purposes or other unlawful activity;

18.2 The Company will not be engaged or involved in any Prohibited Purposes or be used for any other unlawful purpose;

18.3 The Company will comply with all applicable laws in the countries in which it operates, and that the Client will keep the Firm informed of the nature of all business transacted or to be transacted by the Company;

18.4 (1) No instructions given to the Firm will require or involve any unlawful act or omission;

18.4 (2) The Company shall not:

- (i) offer its shares or otherwise raise capital from the public;
- (ii) carry on banking, insurance or reinsurance business;
- (iii) carry on the business of company formation, administration and management or provide professional nominee services or trusteeship services;
- (iv) offer or provide or purport to offer or provide professional financial services;
- (v) offer professional services as fiduciary or act as a functionary in any investment fund or any collective investment scheme by whatever name called;
- (vi) transact any business or activity with residents in Mauritius.

18.5 the Firm does not advise clients on taxation and/or legal matters (including on obligations, restrictions and reporting requirements for any Company and/or Client), in their country of residence or elsewhere, and it is incumbent on the Client (and strongly recommended by the Firm) for the Client to seek such advice from qualified experts in the relevant jurisdiction/s;

18.6 the Firm does not provide investment advice of any nature, and it is incumbent on the Client (and strongly recommended by the Firm) for the Client to seek such advice from qualified experts in the relevant jurisdiction/s;

18.7 On request the Client will promptly without delay supply the Firm with authenticated identification on all persons as per section 10 in the Company Application Form above and any other information or documents that may be required in accordance with the Firm's prevailing due diligence policies; and, where the Firm provides professional Director or Trustee services or has issued a Power of Attorney, the Client shall ensure the Firm has access to all material financial information relating to and all material contracts entered into by the Company;

18.8 The Client (only where acting as a professional intermediary) certifies that in accordance with the provisions of the Financial Intelligence and Anti Money Laundering Act 2002 and the Mauritius Financial Services Commission's Code on the Prevention of Money Laundering and Terrorist Financing as amended from time to time, or equivalent legislation that :

1. they have undertaken and completed Customer Due Diligence measures for the Company and confirm that they have in their possession sufficient information to establish the ownership and control structure of the Company, the identity of its beneficial owner/s and their source of funds;
2. the beneficial owner/s is/are applying on his/her own behalf and not as nominee, trustee or in a fiduciary capacity for any other person;
3. they are unaware of any activities of the Company that cause them to suspect either that the Company or its beneficial owners are engaged in money laundering or any other form of criminal conduct;
4. original or certified true copies of the Customer Due Diligence Documentation will be made available to the Firm upon request without delay;
5. as a professional intermediary or introducer they are duly regulated in the country or jurisdiction where they are licensed; and
6. they will advise the Firm should they become aware of any alteration or adverse change in their opinion of the standing, integrity or reputation of the beneficial owners.

18.9 The Client hereby confirms that it is investing its own funds and not acting not as nominee, trustee or in a fiduciary capacity for any other person or underlying principal.

19. Without prejudice to any other rights of the Firm, the Firm shall be at liberty to cease providing the Services on written notice to the Client if: (a) the Client is in breach of these Business Terms and Conditions; (b) the Company is being used for Prohibited Purposes or other unlawful activities; (c) legal proceedings or investigations are commenced against the Company or the Client; or (d) in the event of death of the Client (including in the case of joint clients, the death of any one person), and the Client has not in the Firm's opinion made adequate provision for disposition of the affairs and ownership of the Company.

20. The Firm shall not in any circumstances be liable to the Client or any third parties for any loss or damage of any nature whatever to the Client, the Company or any other person arising out of the use of the Company and/or the Professional Services by the Client or any other person. The Firm shall not be liable for any penalties, fines, taxes, fees or liabilities of any other kind incurred by the Client and/or the Company in relation to the Company and/or the Professional Services, and the Client accepts full responsibility to pay these and indemnify the Firm against any liability in respect of them.

21. Without prejudice to the generality of section 20 above, the Firm shall bear no liability whatever to the Client in relation to any introductions to third parties (including as to any introductions to banks or other financial organizations) or for signing of bank account opening and facilities agreements with various banks. Any such introductions or execution of bank agreements are at the Client's sole risk and Firm recommends for clients to make their own independent enquiries.

22. The Client shall notify the Firm prior to selling, assigning or otherwise disposing of or encumbering all or any of the Client's interest or shares in the Company.

23. Where the Firm is holding Client monies for a period less than 30 days, it shall be under no obligation to credit any interest accrued thereon to the client. Where the Firm is holding Client monies for a period exceeding 30 days, the interest earned (if any) shall be credited to the account of the Client.

24. Neither the nomination of, nor the provision of the services by the Firm or any local director provided by it to the Company is exclusive to the Client or the Company. The Firm, its staff and the local director provided may act in various capacities for other clients and shall not be deemed to be affected with notice of or be under any duty to disclose any fact or information which may come to their knowledge in the course of acting for such other clients.

25. Instructions shall be given to the Firm or the local directors provided by it to the Company in writing, email or by facsimile transmission.

26. The Client shall procure, and undertakes and warrants, that all acts required to be done by the Firm or any local directors provided by the Firm will comply with all laws affecting or binding upon the Company, the Firm and the local directors, and that all statements and documents which the Firm or any local director is requested to sign are true and accurate in all respects.

27. This Agreement contains the entire and complete agreement between the parties in respect of the subject matter hereof, and shall be deemed to prevail over and supersede any prior arrangements or agreements (whether oral, written or to be inferred by conduct) as to such subject matter.

28. The Client shall be deemed to have accepted the terms and conditions of this Agreement if (without limitation) any of the following events occur: (a) the Firm forms or arranges for the Company at the Client's request; (b) the commencement of the provision of the Services to the Client; or (c) upon receiving instructions from the Client to commence Services or to form or arrange the Company.

29. No variation to this Agreement shall be valid or binding on the Firm unless consented to in writing by a director of the Firm.

30. This agreement is governed by the laws of Mauritius and the Client hereby irrevocably submits to the jurisdiction of the Courts of Mauritius in relation to any dispute or matter arising out of or in connection therewith.

Signature: \_\_\_\_\_  
Executed by the Client \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Executed by the Client \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Executed by the Client \_\_\_\_\_  
Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 2009