

## Application form for a company

<b>1. Country of incorporation:</b>			<b>Date of Incorporation:</b>		
<b>2. Company name:</b> (Please state at least three alternative names in order of preference.)					
1.....		2.....		3.....	
3.....		4.....		5.....	
<b>3. Authorised Share Capital:</b> Please tick the appropriate box.					
<input type="checkbox"/> standard (see the brochure)					
<input type="checkbox"/> different from the standard (please indicate the amount of the authorised capital):					
<b>4. Company activities:</b>					
<b>5. Particulars of shareholders (owners):</b> Please tick the appropriate box.					
<input type="checkbox"/> the shares are to be completed for the Bearer*					
<input type="checkbox"/> <b>LAVECO LTD.</b> is to provide nominee shareholders: in this case, the name(s) of the beneficial owner(s) must be completed below					
<input type="checkbox"/> the following persons or companies are to be recorded as shareholders. In case of a company, apart from the company data, please also give the data of the beneficial owner(s) of the company.					
<input type="checkbox"/> I do not require the issue of share certificates (this is only possible in the case of Delaware corporations)					
<b>Name/ Company name</b>		<b>Name/ Company name</b>			
<b>Address/ Registered address</b>	Street: ..... <small>(name and number)</small> House: ..... Floor: ..... Apartment: ..... <small>(number or name)</small> Town/City: ..... Country: ..... Post code: .....	<b>Address/ Registered address</b>	Street: ..... <small>(name and number)</small> House: ..... Floor: ..... Apartment: ..... <small>(number or name)</small> Town/City: ..... Country: ..... Post code: .....		
<b>Passport No., country of issue/ Registration No.</b>		<b>Passport No., country of issue/ Registration No.</b>			
<b>Nationality/ Country of registration</b>		<b>Nationality/ Country of registration</b>			
<b>Date of birth/ Registration date</b>		<b>Shares in Auth. Capital (%)</b>		<b>Date of birth/ Registration date</b>	<b>Shares in Auth. Capital (%)</b>
<b>Name/ Company name</b>		<b>Name/ Company name</b>			
<b>Address/ Registered address</b>	Street: ..... <small>(name and number)</small> House: ..... Floor: ..... Apartment: ..... <small>(number or name)</small> Town/City: ..... Country: ..... Post code: .....	<b>Address/ Registered address</b>	Street: ..... <small>(name and number)</small> House: ..... Floor: ..... Apartment: ..... <small>(number or name)</small> Town/City: ..... Country: ..... Post code: .....		
<b>Passport No., country of issue/ Registration No.</b>		<b>Passport No., country of issue/ Registration No.</b>			
<b>Nationality/ Country of registration</b>		<b>Nationality/ Country of registration</b>			
<b>Date of birth/ Registration date</b>		<b>Shares in Auth. Capital (%)</b>		<b>Date of birth/ Registration date</b>	<b>Shares in Auth. Capital (%)</b>

\*The issue of Bearer share certificates is not possible in all jurisdictions - see the information brochure.

**6. Directors/Attorneys:** Please tick the appropriate box.

LAVECO LTD. is to provide nominee directors and the persons listed below are to be appointed as attorneys through a Power of Attorney (in this case the Power of Attorney issued by the nominee directors will be completed in the names of the persons below) \*

The persons listed below are to be recorded as directors (in this case the persons listed below are to be recorded as directors in the incorporation documents of the company)

\*In the case of UK and Cyprus companies, please ask for further information.

**Data of directors/attorneys** (delete as appropriate): *Must be completed!*

<b>Name</b>		<b>Name</b>	
<b>Address</b>	Street: ..... (name and number) House: ..... Floor: ..... Apartment: ..... (number or name) Town/City: ..... County/Region: ..... Post code: ..... Country: .....	<b>Address</b>	Street: ..... (name and number) House: ..... Floor: ..... Apartment: ..... (number or name) Town/City: ..... County/Region: ..... Post code: ..... Country: .....
<b>Passport No. and country of issue</b>		<b>Passport No. and country of issue</b>	
<b>Date of birth</b>		<b>Nationality</b>	
<b>Name</b>		<b>Name</b>	
<b>Address</b>	Street: ..... (name and number) House: ..... Floor: ..... Apartment: ..... (number or name) Town/City: ..... County/Region: ..... Post code: ..... Country: .....	<b>Address</b>	Street: ..... (name and number) House: ..... Floor: ..... Apartment: ..... (number or name) Town/City: ..... County/Region: ..... Post code: ..... Country: .....
<b>Passport No. and country of issue</b>		<b>Passport No. and country of issue</b>	
<b>Date of birth</b>		<b>Nationality</b>	

**The signature right of the directors or attorneys:** Please tick the appropriate box.

individual     joint     other (please specify): .....

**7. Company secretary:** Please tick the appropriate box.

**NB:** This section is to be completed for those jurisdictions where a registered secretary is required and its fees are not included in the company's registration costs.

LAVECO LTD. is to provide the company secretary

The following person/company is to be recorded as the company secretary

<b>Name/Company name</b>			
<b>Address/Registered address</b>	Street: ..... House: ..... Floor: ..... Apartment: ..... (name and number) (number or name) Town/City: ..... County/Region: ..... Post code: ..... Country: .....		
<b>Date of birth/Reg. date</b>		<b>Passport No./Registration No.</b>	

**8. Opening of bank account:**

If you require the services of LAVECO LTD. in opening a corporate account, please tick the box:   
In this case a new account questionnaire provided by LAVECO LTD. is to be completed.

**Bank name:**

**9. Tel/Fax/Mail forwarding services** (Services provided by **LAVECO LTD.**: postal address, telephone and facsimile numbers in the country of registration or other country):  
 If you require the secretarial services of **LAVECO LTD.**, please tick the box:   
 In this case an application form for tel/fax/mail forwarding services provided by **LAVECO LTD.** is to be completed.

**10. Other services:**

**11. Annual fees:**  
 With regard to annual fees and other matters connected with the activities of the company, please contact the following person(s):

<b>1. Name:</b>		<b>2. Name:</b>	
<b>Telephone:</b>		<b>Telephone:</b>	
<b>Mobile:</b>		<b>Mobile:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>		<b>E-mail:</b>	
<b>Name of recipient:</b>		<b>Name of recipient:</b>	
<b>Country:</b>		<b>Country:</b>	
<b>City:</b>		<b>City:</b>	
<b>Postal code:</b>		<b>Postal code:</b>	
<b>Street, No.:</b>		<b>Street, No.:</b>	
<b>Contact language:</b>		<b>Contact language:</b>	
<b>Signature:</b>		<b>Signature:</b>	

**12. Notes:**

**13. Instructions:**  
**LAVECO LTD.** will accept instructions with regard to the activities of the company from any of the people listed in point 11 of this application form individually. **LAVECO LTD.** reserves the right to seek confirmation from all of the people listed above in certain situations, and to request written confirmation for certain types of instructions. The list of persons entitled to give instructions may only be altered if the list referred to in Clause 11 of the present order form is delivered to **LAVECO LTD.** in the original, with the signature(s) of ONE/ALL\* of the persons identified in Clause 11.  
 \*Delete as appropriate

**14. Statement:**  
 I, the undersigned, hereby declare myself to be in accordance with the following:

- I hereby order the company and services specified in this present order form from **LAVECO LTD.**
- I am the authorised representative of the actual owner of a company ordered under the registration name specified in Clause 2 of this present order form or under another name confirmed in the country of registration and approved by me.
- I am fully aware of the terms and conditions attached to the services rendered by **LAVECO LTD.**, and upon signing the present order form, I confirm my acceptance of those terms and conditions.
- I shall not use the company ordered in this present order form for terrorist activities, drug or arms dealing, banking, insurance and fiduciary asset management activities, for trading with countries subject to an embargo raised by the security council of the UN, or for any other activities of a nature which qualifies as unlawful in respect of the laws of the country of registration or the management.
- The laws of the country of registration of **LAVECO LTD.** shall apply to the settlement of all disputed matters arising in connection with the provision of the services specified in the present order form and the performance of the present Statement.

Name and signature of Client .....Date: .....

Name and signature of Client .....Date: .....

Name and signature of Client .....Date: .....

Name and signature of Client .....Date: .....

**15. How did you hear about LAVECO LTD.?**  
 Recommendation     Internet     Newspaper advertisement: which one? .....

**16. Newsletter:**  
**LAVECO LTD.** publishes a free newsletter several times a year. Would you like to subscribe? Yes No  
 If yes, how would you like to receive your free copy?     By post     By e-mail

# LAVECO LTD.

## GENERAL TERMS AND CONDITIONS

These present General Terms and Conditions ("Terms") govern the provision of Services by LAVECO LTD to the Client and form an inseparable appendix to the Application Form of the company. The signature of the Client at the bottom of the Application Form testifies to the fact that he/she has made him/herself fully aware of the terms and conditions and fully accepts them.

### 1. DEFINITIONS:

"Client" is (are) the person(s) who has/have signed the company Application Form and for whose ultimate benefit the formation of the Company or provision of Services.  
"Company" is a company beneficially owned by the Client, which has been registered for the Client and to which Services are provided in accordance with the Application Form and these Terms.  
"Due Diligence Information" a scope of information and documents that clearly identifies the Client, as precisely defined in the chapter named "Due Diligence" of these Terms.  
"LAVECO LTD." is the company which, based upon the Application Form and these Terms, carries out the registration of a company, provision of Services and issues the invoice regarding such Services, including the directors, employees, agents and subsidiaries.  
"Application Form" is a standardized form, as may be from time to time approved and accepted by LAVECO LTD., used by the Client to clearly and completely formulate an order for Services.  
"Services" shall be construed as the services rendered by LAVECO LTD. on the basis of the Client's order; namely, registration of the company, provision of registered address, agents and/or secretaries, nominee directors and/or shareholders, preparation and authentication of documents related to the company registered for the Client, services for the provision of postal address, telephone and facsimile numbers and for the reception and forwarding of mail and telephone and facsimile messages, correspondence and information, opening of company and private bank accounts and debit cards, and, based upon an agreement concluded by LAVECO LTD. and the Client, other services, as ordered.  
The term "conclusion of the Agreement" has the following meaning:  
An agreement is concluded by the Client and LAVECO LTD. when LAVECO LTD. informs the client in writing or verbally of the acceptance of an order. If LAVECO LTD. forwards its invoice relating to the service rendered to the Client, it qualifies as acceptance of the order.

### 2. DUE DILIGENCE:

LAVECO LTD. declares that it has taken place a written and effective system of internal controls which provides appropriate policies, processes and procedures for forestalling and preventing money laundering and terrorist financing, which system, in particular, includes collecting, reviewing and keeping up-to-date Due Diligence Information on all its Clients. Before requesting that any Services be provided by LAVECO LTD. the Client shall provide the following Due Diligence information: satisfactory documentary evidence of his identity, which evidence shall in each case include the full name and address of the Client and, where he/she is acting for a third party, the full name and address of the third party. Such Due Diligence documents may include a certified copy of passport, a recent original utility bill or other proof of address, a bank reference and/or other document, as the case may be. The Client entitles LAVECO LTD. to make a copy of the above mentioned Due Diligence documents.  
If the Client is a corporate body or group of related corporate bodies LAVECO LTD shall obtain the above Due Diligence information on all private individuals who are the ultimate beneficial owners of such group of related corporations. This condition does not apply if such corporate Client is a public company.  
The Client agrees to keep LAVECO LTD. informed of any changes in his/her contact details, including nationality, passport number, residential and postal address, phone and fax numbers and e-mail address.  
Should LAVECO LTD. at any time be required by the regulatory authority or by the laws applicable at such time in the relevant jurisdiction to hold the original Due Diligence information the Client shall provide such documents to LAVECO LTD. within ten business days following such request.  
Client confirms and guarantees that no instructions given to LAVECO LTD. under these Terms will require or involve any illegal act or contain any false or fraudulent statements, the Company will not be engaged or involved in any Unlawful Activities or be used for any other unlawful purposes, the Company will comply with all applicable laws in the country in which operates and that the client will keep LAVECO LTD. informed of the nature of business carried on by the Company.  
LAVECO LTD. may refuse to act upon any instruction issued by the Client, if, to the reasonable opinion of LAVECO LTD., the execution of such instruction would contravene any applicable law or regulation.  
If LAVECO LTD. learns that the Client or the Company is involved in any illegal transaction or activity, LAVECO LTD. may immediately cease to provide any Services for the Company or the Client and do anything it considers appropriate in order to protect the interests of general public and LAVECO LTD. itself.  
LAVECO LTD. shall maintain the Due Diligence information for at least seven years from the date when the business relationship ends between LAVECO LTD. and the Client.

### 3. SERVICES AND FEES:

LAVECO LTD. shall at the request of the Client provide Services and perform corporate, managerial and administrative functions of, for and on behalf of the Company. In providing the Services LAVECO LTD. shall always act on instructions from the Client and never in its own discretion except for limited special circumstances as described further in these Terms. All requests to LAVECO LTD. for the provision of Services shall be sent in writing. Unless the usage of a different format is specifically agreed by LAVECO LTD. the Client shall use the Application Form to request Services.  
LAVECO LTD. has no direct or beneficial interest in any Company or in its business whatsoever. The sole interest of LAVECO LTD. is in earning of the professional fees, as specified on the website.  
Payments for the Company ordered and for the Services rendered shall be made on the basis of the invoice issued by LAVECO LTD. to the Client.  
The prices of the services rendered by LAVECO LTD. are stated on the website of LAVECO LTD. ([www.laveco.com](http://www.laveco.com)). LAVECO LTD. reserves the right to amend its price list and its professional fee rates.  
The parties shall agree upon the prices of the services in writing. At the client's request, LAVECO LTD. shall provide written information on the fees payable for the services and the method of payment.  
LAVECO LTD. shall only commence the registration of a company, once 50% of the total fee of the service has been credited by the bank, as an advance payment. LAVECO LTD. shall only deliver the documents relating to the company upon payment by the Client of the full amount of the order.  
If the Client fails to meet the obligation of paying the annual maintenance fee of the company within one month of receipt of the invoice issued by LAVECO LTD., LAVECO LTD. is entitled to refuse to render any further services to the Client and/or to charge default interest on the first amount stated in the invoice. The rate of such default interest is dependent upon the country of registration.  
The Client acknowledges that failure to pay such fees on time may result in the resignation of the Agent, or the Company being dissolved, wound-up or struck off the Registrar.

### 4. PROVISION OF SERVICES:

The Client shall at all times keep LAVECO LTD. informed of the identities of his/hers approved contact persons who are authorized to provide instructions for provision of any Services or as regards the maintenance of any Companies which have been ordered by the Client. At the commencement of this business relationship, the initial details of the approved contact persons may be indicated by the Client in writing. Thereafter, any changes in the approved contact persons shall be communicated by the Client to LAVECO LTD. in writing.  
In regards to any particular Company or any particular Service that has been initially ordered by the Client, LAVECO LTD. shall not accept further instructions from any third party, except if specifically authorized by the Client.  
The risk of misunderstandings and errors due to bad or incomplete communication and the risk of any instructions being issued by unauthorized parties shall be carried by the Client. LAVECO LTD. shall not be liable for any loss or damage resulting from his reliance upon any instruction, notice or communication, reasonably believed by LAVECO LTD. to be genuine and originating from the Client. In case of reasonable doubt as regards the authenticity of any such instruction, notice, document or communication, LAVECO LTD. may, but is not obliged to, require additional authentication or confirmation from the Client.  
LAVECO LTD. shall not be liable for any loss or damage arising from any fax or e-mail communications with the Client, including failed or incomplete transmissions, distortion or loss of privacy.  
LAVECO LTD. shall at all times keep confidential all information that possesses pertaining to any particular Order, Client or Company according to the laws and regulations applicable in the relevant jurisdiction. In this respect LAVECO LTD. shall apply due care in order to prevent any such information from being divulged to any third parties.  
The Client acknowledges that in certain circumstances LAVECO LTD. may be legally bound by order of a competent court or authority to disclose information pertaining to the affairs of any particular Company or the Client. Where LAVECO LTD. becomes bound by such an order, he shall promptly notify the Client, unless prohibited to do so by law or by the terms of such order.  
If any claim or action is taken by a third party against LAVECO LTD. in respect to any Company or any Service provided by LAVECO LTD. under these Terms, or if any other such circumstances arise in which in the reasonable opinion of LAVECO LTD. it is necessary to take urgent action in order to protect the best interests of such Company or the Client, and if in such circumstances the Client fails to provide clear, sufficient and lawful instructions to LAVECO LTD., then LAVECO LTD. may take such independent action as he deems most appropriate for the situation. In particular, in such case LAVECO LTD. may, at his own discretion (a) refrain from any action whatsoever; (b) utilize any means available to LAVECO LTD. or to the Company towards the defence against such claim or action, or towards the satisfaction of such claim or action; (c) take such other course of action as LAVECO LTD. considers appropriate. LAVECO LTD. shall not be liable for any loss or damage to the Client or the Company, incurred in the circumstances described in this paragraph.  
LAVECO LTD. does not advise the Client on taxation, legal, customs, accounting and investment matters including on obligations, restrictions, foreign exchange and reporting requirements and it is incumbent on the Client and strongly recommended by LAVECO LTD. for the Client to seek professional advice from qualified experts in the relevant jurisdiction/s.  
The Client acknowledges that LAVECO LTD. has not provided any tax, legal, customs, accounting and investment advice to him/her and has not made any assurances or guarantees that any type of offshore company or corporate structure would achieve any particular aim in general or for any particular Client.  
LAVECO LTD. shall render the services ordered with the amount of care which may be reasonably expected and in a professional manner.  
LAVECO LTD. shall not accept liability for any damage or legal consequences which occur through the fact that the Client did not operate or use the company appropriately. Nor shall LAVECO LTD. accept any liability for the legal consequences which arise from the fact that the legislation of the country of registration changed during or after the registration procedure. Nothing in these Terms precludes LAVECO LTD. from providing Services to any other Client or the Client from obtaining any Services from any other providers.  
Any amendments to these Terms shall become effective only upon a mutual, written agreement between LAVECO LTD. and the Client.  
LAVECO LTD. may at its sole discretion cease to provide any or all of the Services to any of the Clients/Companies by giving 30 days written notice. In such case LAVECO LTD. shall do all that is legally necessary in order to enable the transfer of the related Company to another provider.  
The Client may at his/her sole discretion require LAVECO LTD. to cease the provision of any Services by giving 30 days written notice. Such request shall not invalidate the duty of the Client to pay any outstanding fees due upon invoices already issued.  
In respect to any dispute between LAVECO LTD. and the Client these Terms shall be governed by and interpreted in accordance with the laws in force in that jurisdiction which is the location of the subsidiary/office of Laveco Ltd. that is involved in such dispute.