



INSTRUCTIONS FOR THE FORMATION OF A COMPANY

1. Country of Registration

2. Company Name a)
 b)

3. Company's Activities

4. Nominee Services Required Shareholders Secretary & Registered Office
 Directors

5. Beneficial Owner

Full Name			
Address			
Email			
Telephone		Fax	
Nationality		Occupation	
Passport No		Country	

The Beneficial Owner is the person authorised to instruct Company Services Direct

6. Other Instructions

For each Beneficial Owner provide the following documents:

- Copy of passport certified as a true copy of the original by a recognised professional person, e.g. a lawyer, accountant, banker or notary.
- An original or certified copy of utility bill (not more than six months old)

I, the undersigned, being the Beneficial Owner of the proposed company, request that Company Services Direct arrange the formation of this company, and declare and affirm to you that:

- the above particulars are true to the best of my knowledge and belief;
- I have not, in any part of the world, been involved in any illegal activity, been declared bankrupt or have been a director or otherwise concerned in the management of any company which has been subject to an insolvent liquidation;
- the formation of the company does not give rise to adverse legal or tax consequences for any officers, associates or agents of Company Services Direct.

Date	
Full Name	
Signature	

This form needs to be completed by each Beneficial Owner of the company



LETTER OF ENGAGEMENT

Introduction

This letter of engagement sets out the terms and conditions on, and subject to which, we are prepared to provide services to your Company. You should read this Letter carefully since by agreeing to the same you will accept certain obligations and duties. Whilst our contract to provide services is with the Company alone, this letter is addressed to the Client in addition to the Company because of the obligations undertaken by the Client.

Company Services Direct

Company Services Direct is the trading name of Universal Exports Services Ltd.

Our Services

Our services include the incorporation of the company, and nominee services as per your instructions outlined on the company formation document.

Nominee services may include provision of nominee directors, shareholders, secretary and registered office.

We may upon your explicit request provide tax planning, administration, accounting or advisory services. The fee for these services will be charged separately (see Basis of Charges).

- **Nominee Directorship Services**

We will use all reasonable endeavours to arrange for suitable persons to accept appointment as directors of the Company. The directors will be responsible for the day to day operation and running of the Company and may request to control the bank accounts and other assets of the Company and to control transactions entered into by the Company.

- **Nominee Shareholder Services**

We will use all reasonable endeavours to arrange for suitable persons to accept appointment as shareholders of the Company. The shareholders will be entitled to exercise control over the company's affairs, through the appointment of directors who act on its behalf, and to receive dividends from the company's profits.

- **Nominee Secretary & Registered Office**

We will use all reasonable endeavours to arrange for suitable persons to accept appointment as secretary of the Company. The secretary will be responsible for maintaining the Statutory Records of the Company in accordance with the law of the Relevant Jurisdiction and where applicable be responsible for the retention of the common seal of the Company in accordance with the Memorandum and Articles of Association of the Company.

The Registered Office will be the location registered at the relevant authorities as the official address of the Company.

Basis of Charges

We charge standard fixed fees for those services that you have requested us to provide to the Company which may include incorporation, the provision of a registered office, provision of directors and secretary and the provision of nominee shareholders.

Should you request any additional work to be carried out, we will agree the fee upfront. Once the invoice is raised and payment is made work will be carried on accordingly.

The annual retainer fee will be invoices once a year. Our invoices will be issued on the first day of our engagement and on every annual anniversary of that day.

Anti-Money Laundering

We have responsibilities under the Anti-Money Laundering Code (the "Code") and related legislation and the Data Protection Act. We operate a policy of strict compliance with such anti-money laundering requirements and responsibilities.

You will already have provided us with certain information relating to generally-accepted "Know Your



Client” requirements and certain evidence of identity. The accuracy of such data is critical to us in our relationship with you and by agreeing to these terms of engagement you warrant that such data is, and any further data you supply to us will be, true and accurate in all respects and not misleading. You agree promptly to provide us with such information and documents as we may request from time to time. You agree that in the event that you refuse or fail to comply with this obligation, we may suspend our obligations under, or terminate, this agreement forthwith without liability to you for any loss.

Information & Confidentiality

Company Services Direct agrees that where the Client or the Company gives it confidential information subject as stated herein it shall use all reasonable endeavours to keep it confidential. Any report, letter, information or advice Company Services Direct gives to the Client during this engagement is given in confidence solely for the purpose of this engagement and is provided on condition that the Client undertakes not to disclose the same, or any other confidential information made available to the Client by Company Services Direct without its prior written consent.

Communications

The Client hereby authorises Company Services Direct to communicate with them by unencrypted electronic mail and agree that Company Services Direct have no liability for any loss, damage or liability incurred by the Client/Company by reason of the use of electronic mail.

Termination & Suspension of Services

This agreement may be terminated by Company Services Direct or the Company giving 30 days written notice (or such shorter notice as the other parties may agree to accept) to the other party whereupon this agreement and the obligations of the parties shall cease and terminate.

Law & Jurisdiction

The validity, interpretation and construction of this letter of engagement shall be governed by the law of Belize and the parties hereto agree to submit to the jurisdiction of the Belize courts.

Indemnity & Limitation of Liability

To the extent permitted by law the Client and the Company jointly and severally undertake and agree to indemnify Company Services Direct and/or its representatives against all and any costs, claims, demands, losses, expenses, damages and liabilities whatsoever and howsoever arising (including without limitation legal costs and expenses) that may be incurred or suffered by Company Services Direct and/or its representatives however arising (other than by reason of fraud or dishonesty on the part of Company Services Direct and/or its representatives) in connection with the provision of the Services or the performance of this Agreement and/or their duties as officers of the Company. Company Services Direct accepts this indemnity for itself and its representatives. Company Services Direct shall not be liable to the Client or the Company in respect of anything done or omitted to be done by Company Services Direct under this Agreement except arising as a result of fraud on the part of Company Services Direct and/or its representatives.

Yours sincerely

for and on behalf of
Company Services Direct

I acknowledge receipt of the letter of which I have read and understood. I confirm my agreement to the contractual arrangements set out therein.	
Client Signature	<input type="text"/>
Full name	<input type="text"/>
Date	<input type="text"/>