

APPLICATION FORM

For the Incorporation of a Belize Private Corporation

1 Name of Company

(a) Please state the required name of the company below:

Note: A company name must end with the word 'Limited'.

(b) Please provide three alternative names below:

(i) _____

(ii) _____

(iii) _____

2 Activities

(a) Standard provisions:

The standard memorandum and articles are very widely drawn and suitable for most types of business activity.

Do you require these standard provisions?
(if yes, go straight to question 3)

Yes

No

(b) Non standard provisions:

If no, please provide details of your specific requirements below or on a separate sheet of paper attached:

3 Capital

(a) Standard provisions:

Unless instructed to the contrary, the company will be incorporated with an authorized share capital of BZ\$10,000 with one class of ordinary shares of BZ\$1.00 each issuable in registered form.

Do you require these standard provisions?

Yes

No

(if yes, go straight to question 4)

(b) Non standard provisions:
If the answer is no, please complete the following:

(i) Currency and Amount of authorized share capital:

Currency	Amount (in figures)
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Note: For registration of a company whose authorized share capital does not exceed BZ\$10,000.00, the applicable registration fee is BZ\$50.00. For registration of a company whose authorized share capital exceeds BZ\$10,000.00, the following additional registration fees apply:

- (a) *for every BZ\$5,000.00 of authorized share capital or part of BZ\$5,000.00 up to BZ\$25,000.00 shall be paid BZ\$25.00*
- (b) *for every BZ\$5,000 of authorized share capital or part of BZ\$5,000.00 after the first BZ\$25,000.00 shall be paid BZ\$10.00*

(ii) Classes of shares:

If more than one class is needed, please give full particulars below or on a separate sheet of paper attached, including dividend, voting and capital repayment rights:

Class	Rights
_____	_____
_____	_____
_____	_____

(iii) Denomination of shares:

Denomination may be in any unit of Belize dollars or other currency. Please state below the denomination for each class of share:-

Class	Denomination
_____	_____
_____	_____
_____	_____

4 Registered Office/Agent

	Yes	No
(a) Please tick whether you require the Registered Office/Agent to be maintained by PRUDENTIAL TRUST CORPORATION LIMITED at No. 15 A Street, Belize City, Belize	<input type="checkbox"/>	<input type="checkbox"/>

(b) If no, please give details below:

5 Directors

(a) Please list director(s) below with occupation and current mailing address.

6 Shareholders

(a) Please list shareholder(s) below with occupation and current mailing address.

7 Fees

Please enclose a cheque payable to "**PRUDENTIAL TRUST CORPORATION LIMITED**" drawn on a U.S. bank or wire funds to the attached instructions to cover the cost of services required.

Standard Incorporation

Professional Fees	- Incorporation,	
	- 1 st year Registered Office & Registered Agent	US\$800.00
Embossed Corporate Seal		US\$110.00
Office Expenses (inclusive of travel expenses and courier)		US\$100.00
General Sales Tax (10%)		US\$100.00
Government Fees		US\$ 320.00
TOTAL		US\$1442.00

Should you require additional ancillary corporate services provided by Prudential and as set out below, please note the applicable professional fees exclusive of general sales tax (10%):

Request for Central Bank approval (where subscriber/shareholder is not resident of Belize)	US\$150.00
Provision of registered office (1 st year included above)	US\$150.00/annum
Provision of resident agent (1 st year included above)	US\$150.00/annum
Annual summaries	US\$150.00 each
Annual statement or balance sheet for overseas company	US\$150.00 each
Searches, certificate of good standing, minutes, return of allotment, register of directors, resolutions and general corporate papers and filings	US\$75.00 each
Registration of business name	US\$150.00
Provision of nominee director	US\$150.00/annum
Provision of nominee shareholder	US\$250.00/annum
Registration of overseas company	US\$500.00

In the event that any of the foregoing ancillary services are required, please submit the additional applicable professional fees together with general sales tax (10%) thereon.

7 Signature of Applicant

Please proceed in accordance with these instructions and subject to the terms and conditions of business as set out hereafter.

I authorize PRUDENTIAL TRUST CORPORATION LIMITED to establish a Belize Company in accordance with the foregoing instructions and subject to the terms and conditions of business set out hereinafter. I agree that if I request additional services from PRUDENTIAL TRUST CORPORATION LIMITED I will be billed at an hourly rate of US\$250.00.

Attached, please find my check/ bank draft/ money order in the sum of US\$_____ made out to PRUDENTIAL TRUST CORPORATION LIMITED, or

I have wired the sum of US\$_____ in favour of PRUDENTIAL TRUST CORPORATION LIMITED in accordance with the attached instructions.

Signature

Date

Firm/Name

Address

Telephone: (business)

Telephone: (home)

Fax:

Email:

Terms and Conditions of Business

- 1 So far as they are not expressly varied in writing by Prudential Trust Corporation Limited ("the Company"), these conditions shall be deemed to be incorporated into all contracts made by the Company and all work undertaken or goods supplied by the Company shall be deemed to be carried out pursuant to a contract incorporating these conditions. Each provision of these conditions is to be construed as a separate provision applying and surviving even if for any reason one or other of the said provisions held inapplicable or unreasonable in any circumstances.
- 2 The person, firm or company from whom the Company receives instructions ("the customer") shall be liable to the Company as a principal for all costs, charges and expenses that shall be due to the Company in respect of work carried out or goods supplied by the Company subject to these conditions whether or not such customer purports to contract as an agent. A customer may not assign the benefit or burden of any contract with the Company.
- 3 Work will be undertaken or goods supplied by the Company as expeditiously as may be possible but the Company shall not be liable in respect of any failure to meet any specified delivery or completion date save that where the Company files, registers or submits documents or conducts agency services such services will be carried out by any due date having regard to the nature and time of the receipt of the customer's instructions and any other delays outside the Company's control.
- 4 The Company warrants:
- a. Where advice is given or documents prepared the Company will use its best endeavors to ensure accuracy of such advice or documents having regard to the nature of the customer's instructions.
 - b. Where goods are supplied or documents printed by the Company, such goods or documents shall be reasonably adequate for the purposes intended and disclosed to the Company.
 - c. Information supplied by the Company shall be reasonably accurate having regard to the accuracy of the source material and the nature of the customer's instructions.
- 5 The customer warrants:
- a. that any instructions given by him will not cause the Company to infringe the law of any country
 - b. the accuracy of all information given to the Company by him
 - c. that where shares or company appointments are held by employees of the Company in connection with the formation of a company for the customer then immediately following the receipt of the necessary documents by the customer all necessary steps will be taken to:
 - i. complete the transfer of such shares to the beneficial owner.
 - ii. implement the resignations of the employees or nominee of the Company from the appointments in question in substitute the appointees of the beneficial owner of the new company.
 - iii. thereafter complete the necessary statutory formalities in connection with the appointment of officers, registered office and the issue of shares.
 - d. That the customer has taken independent legal and accounting advice in his/her country of residence, citizenship and domicile with regards to his/her acquisition and use of the goods supplied or services rendered herein.
- 6 So far as may be necessary for the execution of the customer's instructions, the customer authorizes the Company to sign the customer's name upon Court and other official forms and applications and will indemnify the Company against all costs, claims, demands and expenses that may result from the Company's use of the customer's name in connection with the making of applications to or the conduct of business in any Government Department, Court, Registry or other official body so far as such application or business may be necessary for the execution of the customer's instructions.
- 7 The copyright in all written material including documents, reports and record books prepared by the Company shall vest in the Company. The customer shall have the right to use such material for the purpose intended by the Customer's instructions and for no other purpose. This condition shall not however apply where the company has merely printed documents prepared by the customer without the assistance of the Company.
- 8 a. Payment of all invoices rendered by the Company shall be made within 30 days from the date of the invoice. Thereafter late fees will be charged at 1.5% per month.
- b. in all cases customers shall on demand make such payments to the Company as the Company shall reasonably require to meet disbursements which have to be made by the Company in carrying out the customer's instructions. The Company shall have the right to suspend work on the customer's instructions if such requested payments on account shall not be made.
- c. If the Company shall refer an unpaid invoice to debt collection agents for collection the customer shall pay in addition to the amount due on such invoice such further sum as shall be equal to the collection agent's reasonable fees and costs.
- 9 If payment shall not have been made by any customer in accordance with condition 8 above the Company shall have the right to cancel any outstanding contracts with such customer summarily by notice in writing without compensation to the customer but with the right to be paid in respect of all work done for or goods supplied to the customer and to be reimbursed the amount of all moneys paid out on account of the customer up to the date of such cancellation.
- 10 Work done and goods supplied by the Company shall be charged for at the rates currently applied by the Company and in force at the time work was done or the goods supplied, and all the expenses incurred and disbursements made on the customer's account shall be reimbursed by the customer if a customer does not wish to maintain a company, a trust.
- 11 Sales of goods will be made at the Company's place of business in Belize and if delivery is made elsewhere or the goods are dispatched by post or other means the customer shall reimburse the Company with the expenses of such delivery or dispatch.

- 12 Goods shall become the property of the customer upon payment therefor in full in accordance with these conditions. The customer shall however be responsible and bear the risk of all loss or damage to the goods from the time that the goods are delivered at or otherwise leave or are dispatched from the Company's place of business in Belize.
- 13 The customer shall inspect any goods supplied immediately on receipt and shall within five working days from such inspection give notice in writing to the Company of any allegation of deficiency. If the customer fails to give such notice the goods shall be deemed to be in all respects in accordance with the customers instructions and the contract.
- 14 a. The Company will perform the services to the Customer with all reasonable diligence and skill. If however, any liability to the Customer will arise on the part of the Company, its servants or agents (whether under the express or implied terms of the contract or negligence or in any other way) for any damage or loss sustained or incurred by the Customer, such liability shall in all cases whatsoever be limited to the payment by the company on his own behalf and on behalf of its servants or agents by way of damages of an amount not exceeding BZ\$1,000.00 in respect of any one claim or series of connected claims.
- b. Notwithstanding anything else contained in these Conditions, the company shall not be liable to the Customer for loss of profits, loss of contracts or other loss or damage arising indirectly or consequentially from negligence or breach of contract by the Company in the performance of its services.
- c. Where instructions or advice are received or given orally by the company, the Company shall have no liability to the Customer for any misunderstanding or misinterpretation which may arise in relation thereto whether on the part of the Company or the Customer.
- d. The Customer shall be responsible for and shall indemnify the Company against: (i) all liabilities relating to any loss or damage suffered by any third party arising as a result of work undertaken or goods supplied by the Company to or at the request of the Customer and (ii) all liabilities relating to any loss or damage in respect of which paragraphs (a),(b) and (c) above state that the Company has no liability.
- e. The Company shall have no liability for any claim made by the Customer arising out of the provision of any goods or services by the Company unless written particulars thereof (giving full details of the specific matter in respect of which such claim is made) is received by the Company within the period of 12 months after the date of the Company's invoice for such goods or services.
- 15 In these conditions the expression 'goods' shall be deemed to include (without limitation) services, publications and documents of all descriptions.