



COMPANY
FORMATION:
DUE DILIGENCE
FORM

January 1

2009

Application Form for the New Company Formation and Due Diligence Form must be filled by the client in details, all pages signed and initialized accordingly.

APPLICATION FORM
FOR NEW COMPANY
FORMATION

APPLICATION FORM FOR NEW COMPANY FORMATION

1. COMPANY NAME:	2. JURISDICTION:

3. BENEFICIAL OWNERS*	
<i>I. BENEFICIAL OWNER</i>	
NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.№:	OFFICE FAX.№:
HOME TEL.№:	MOBILE TEL.№:
E-MAIL:	
WRITTEN LANGUAGES:	SPOKEN LANGUAGES:

<i>II. BENEFICIAL OWNER</i>	
NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.№:	OFFICE FAX.№:
HOME TEL.№:	MOBILE TEL.№:
E-MAIL:	
WRITTEN LANGUAGES:	SPOKEN LANGUAGES:

***NOTE:** IF THERE ARE MORE THAN TWO BENEFICIAL OWNERS, PLEASE COPY THIS PAGE AND ATTACH TO THE APPLICATION FORM

***NOTE:** IF THE BENEFICIAL OWNER IS A CORPORATE BODY, PLEASE PROVIDE ON A SEPARATE SHEET THE FOLLOWING INFORMATION:

- A. FULL DETAILS OF THE BENEFICIAL OWNERSHIP OF A COMPANY
- B. NOTARIZED FULL SET OF CORPORATE DOCUMENTS
- C. RECENT NOTARIZED CERTIFICATE OF GOOD STANDING

INITIALS:

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4. SHAREHOLDERS*

LAW PARTNERS NOMINEE SHAREHOLDER (PROVIDED BY OWN FIRM, IN CASE YOU CHOOSE NOMINEE SHAREHOLDERS, PLEASE DO NOT FILL IN THE SECTIONS I AND ii. IN CASE SHAREHOLDERS WILL BE PROVIDED BY THE CLIENT, PLEASE INSERT DATA IN THE SECTIONS I. AND II.)

I. SHAREHOLDER

NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.No:	OFFICE FAX.No:
HOME TEL.No:	MOBILE TEL.No:
E-MAIL:	
WRITTEN LANGUAGES:	SPOKEN LANGUAGES:

II. SHAREHOLDER

NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.No:	OFFICE FAX.No:
HOME TEL.No:	MOBILE TEL.No:
E-MAIL:	
WRITTEN LANGUAGES:	SPOKEN LANGUAGES:

*NOTE: IF THERE ARE MORE THAN TWO SHAREHOLDERS, PLEASE COPY THIS PAGE AND ATTACH TO THE APPLICATION FORM

*NOTE: IF THE SHAREHOLDER IS A NOT NOMINEE BUT A CORPORATE BODY, PLEASE PROVIDE ON A SEPARATE SHEET THE FOLLOWING INFORMATION:

- A. FULL DETAILS OF THE BENEFICIAL OWNERSHIP OF A COMPANY
- B. NOTARIZED FULL SET OF CORPORATE DOCUMENTS
- C. RECENT NOTARIZED CERTIFICATE OF GOOD STANDING

5. DIRECTORS*

LAW PARTNERS NOMINEE DIRECTORS (PROVIDED BY OWN FIRM, IN CASE YOU CHOOSE NOMINEE DIRECTORS, PLEASE DO NOT FILL IN THE SECTIONS I AND ii. IN CASE DIRECTORS WILL BE PROVIDED BY THE CLIENT, PLEASE INSERT DATA IN THE SECTIONS I. AND II.)

I. DIRECTOR

NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.No:	OFFICE FAX.No:
HOME TEL.No:	MOBILE TEL.No:
E-MAIL:	
I HEREBY CONSENT TO ACT AS DIRECTOR	
..... (SIGNATURE OF DIRECTOR)	

INITIALS:

.....

II.DIRECTOR	
NAME:	SURNAME:
RESIDENTIAL ADDRESS:	
OFFICE TEL.№:	OFFICE FAX.№:
HOME TEL.№:	MOBILE TEL.№:
E-MAIL:	
I HEREBY CONSENT TO ACT AS DIRECTOR	
(SIGNATURE OF DIRECTOR)	

*NOTE: IF THERE ARE MORE THAN TWO DIRECTORS, PLEASE COPY THIS PAGE AND ATTACH TO THE APPLICATION FORM

6.BANK ACCOUNTS	
<input type="checkbox"/> BANK ACCOUNT IS NOT NEEDED OR	<input type="checkbox"/> PLEASE OPEN BANK ACCOUNT WITH
NAME OF BANK:	CURRENCY:
<input type="checkbox"/> LAW PARTNERS SIGNATORY OR	<input type="checkbox"/> DIRECT SIGNATORY
FIRST SIGNATORY NAME:	SECOND SIGNATORY NAME:
SIGNATORIES WILL SIGN: SOLELY <input type="checkbox"/> JOINTLY <input type="checkbox"/> OTHER (SPECIFY) <input type="checkbox"/>	
SPECIFICATION:	

NOTE: LAW PARTNERS DOES NOT GUARANTEE THE SUCCESS OF BANK ACCOUNT APPLICATIONS

6.1.NEEDED INFORMATION FOR BANK ACCOUNT OPENING	
6.1.2.INTENDED BUSINESS ACTIVITIES (IN DETAILS):	
6.1.3.BUSINESS PARTNERS/TRADERS:	
COUNTRIES	NAMES OF COMPANIES

INITIALS:
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6.1.4.ESTIMATED ANNUAL TURNOVER:

6.1.5.SOURCE OF FUNDS:

6.1.6.CODE WORDS FOR BENEFICIAL OWNERS:

A)MOTHER'S NAME:

B) BIRTHPLACE (TOWN)

7.AUTHORIZED PERSONS TO GIVE INSTRUCTIONS

I. AUTHORIZED PERSON

NAME:

SURNAME:

SPECIMEN SIGNATURE:

OFFICE TEL.No:

OFFICE FAX.No:

HOME TEL.No:

MOBILE TEL.No:

E-MAIL:

CODE WORDS:

A) MOTHER'S NAME

B) BIRTHPLACE (TOWN)

II. AUTHORIZED PERSON

NAME:

SURNAME:

SPECIMEN SIGNATURE:

OFFICE TEL.No:

OFFICE FAX.No:

HOME TEL.No:

MOBILE TEL.No:

E-MAIL:

CODE WORDS:

B) MOTHER'S NAME

B) BIRTHPLACE (TOWN)

THE INSTRUCTIONS WILL BE GIVEN:

SOLELY

JOINTLY

8.SPECIAL INSTRUCTIONS REGARDING COMMUNICATION:

9.DELIVERY OF COMPANY DOCUMENTATION:

NAME:

TEL.No:

ADDRESS:

INITIALS:

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10.INTERNATIONAL COMPANY QUESTIONNAIRE

FOR HOLDING/INVESTMENT COMPANIES, PLEASE FILL ONLY SECTION 10.1
 FOR TRADING COMPANIES PLEASE FILL IN ONLY THE SECTION 10.2

10.1.HOLDING COMPANY / INVESTMENT COMPANY

INFORMATION OF SUBSIDIARIES/ SHARES TO BE PURCHASED:

SUBSIDIARY NAME:	LOCATION (COUNTRY)

BUSINESS ACTIVITIES OF SUBSIDIARIES

SUBSIDIARY NAME:	BUSINESS ACTIVITY:

EXPECTED TOTAL INCOMINGS FROM INVESTMENTS:

TYPE OF INCOME:

DIVIDENDS INTEREST ROYALTY OTHER

SPECIFICATIONS:

10.2.TRADING COMPANY

SALES:

AMOUNT OF INVOICES WILL BE ISSUED WITHIN NEXT 12 MONTHS:

< 20 < 75 < 150 OTHER

AVERAGE AMOUNT OF ISSUED INVOICES:

< 10,000 < 50,000 < 100,000 OTHER

NAMES OF BUYERS/CUSTOMERS:

BUYERS:	LOCATION (COUNTRY)

PURCHASES:

AMOUNT OF INVOICES WILL BE RECEIVED WITHIN NEXT 12 MONTHS:

< 20 < 75 < 150 OTHER

INITIALS:

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AVERAGE AMOUNT OF RECEIVED INVOICES:

<input type="checkbox"/>	< 10,000	<input type="checkbox"/>	< 50,000	<input type="checkbox"/>	< 100,000	<input type="checkbox"/>	OTHER
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NAMES OF SUPPLIERS:

SUPPLIERS	LOCATION (COUNTRY)

EXPECTED PROFIT:

11.LOCAL COMPANY QUESTIONNAIRE

NAME OF EXISTING COMPANY:

WEBSITE:

ANNUAL TURNOVER:

ADDRESS:

TEL.No:	FAX No:
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RELATIONSHIP OF THE CLIENT TO THE COMPANY:

MAIN BUSINESS ACTIVITIES:

12.DECLARATION OF INFORMATION

I/WE REQUEST LAW PARTNERS LLP TO PROCEED WITH THE INFORMATION OF THIS COMPANY, AND DECLARE AND AFFIRM TO YOU THAT THE ABOVE DETAILS ARE TRUE TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF

1. SIGNATORY NAME:

SIGNATURE:	DATE:
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2. SIGNATORY NAME:

SIGNATURE:	DATE:
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INITIALS:
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13. VERIFICATION OF IDENTITY DOCUMENTS

DOCUMENTS: (FOR ALL PERSONS RELATED TO THE COMPANY)	SPECIFICATIONS:
<input type="checkbox"/> A) COPY OF VALID PASSPORT INCLUDING PAGED WITH THE REGISTERD RESIDENTIAL ADDRESS	TO NOTARIZED
<input type="checkbox"/> B) PROOF OF PERMANENT RESIDENTIAL ADDRESS: CAN BE AS RECENTLY UTILITY BILL (ELECTRICITY, WATER, COMMON EXPENCE)	ORIGINAL, NOTARIZED
<input type="checkbox"/> C) BANK REFENCE LETTER CONFIRMING THE GOOD STANDING OF THE CLIENT	ORIGINAL
<input type="checkbox"/> D) PRICE LIST	SIGNED

FULL NAME:

SIGNATURE:

DATE:

INDEMNITY

COMPANY NAME:.....

COUNTRY OF INCORPORATION:.....

I/We, the person(s) whose name(s) appear below, (referred to from now on in the singular or "Beneficiary") hereby declare and by my signature below confirm:

1. I request that the Company and/or Services ordered by me from time to time as specified in the Price List (as directors/secretary/nominee shareholders/signatories/administrator) be provided to me by LAW PARTNERS LLP and any parent, subsidiary or affiliate thereof (collectively referred to from now on as LAW PARTNERS).

2. That I am not prohibited under the laws of any country by reason or being a minor or otherwise disqualified from being a party to a contract; I am not and have never been an undercharged bankrupt; my assets are sufficient to meet the current or expected demands of my creditors; I have never been disqualified from acting as director in any jurisdiction or been imprisoned or found guilty of any criminal offence (other than an offence carrying a non custodial sentence) or been proven to have acted in a fraudulent or dishonest in any civil proceedings.

3. That the Company will not be used for money laundering, terrorist activities, receiving the proceeds of drug trafficking, trading in arms munitions or other weapons, soliciting funds from the general public, offering investment advice to the general public, the management of investments other than the property of the Company, the operation and administration of collective investment schemes, trading with countries subject to embargo authorized by the Security Council of the United Nations, or for any other purpose, which is illegal under the law of the place of incorporation or management or jurisdiction or in any manner whatsoever that may damage the good reputation of LAW PARTNERS of the jurisdiction.

4. I undertake to notify LAW PARTNERS of the commercial objectives of the Company and that the commercial objectives are lawful. Any changes to the stated commercial objectives of the Company must be notified to LAW PARTNERS.

5. That any dispute out of this Indemnity or the provision of the Company or Services shall be governed by the law of the UK and submitted to the exclusive jurisdiction of its Courts.

6. That I on my own behalf and on behalf of the Company shall at all times indemnify and keep indemnified (both while LAW PARTNERS provide any of the Services and at any time thereafter) LAW PARTNERS (and any partner, associate, agent, officer or employee of LAW PARTNERS who maybe appointed as the Company Secretary and/or Directors), from and against all liabilities (civil or criminal), cost, charges, losses and expenses suffered or incurred by them arising from or as result of:

(i) The provision of the Services (including the exercise, the purported exercise or omission to exercise any powers, authorities or discretion vested in the Company, Company Secretaries and/or Directors pursuant to the Law and the Company's Articles for the purpose of provision of the Services or otherwise);

(ii) The signing of any contracts and any documents on behalf of the Company on my instruction;

INITIALS:

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- (iii) Any matter or things done or omitted or in any way relating to the provision of the Services
- (iv) Any breach by myself or by the Company of its covenants or other obligations to LAW PARTNERS;
- (v) The enforcement of the provisions of this Indemnity; or
- (vi) Any action, claim or proceeding relating to any of the above.

Except to the extent that they result from the gross negligence or willful default of LAW PARTNERS (or any such partner, associate, agent, officer or employee)

7. Without prejudice and in addition to any other obligation, I (under this Indemnity, the Law or otherwise) will at all times indemnify and keep indemnified LAW PARTNERS, and the Nominee Shareholders and Directors and other officers, agents, employees of LAW PARTNERS and of the Nominee Shareholders against all liabilities which the Nominee Shareholders may incur by reason of the Shares being so registered in the name of the Nominee Shareholders, and in particular will punctually pay all calls and other demands which the Nominee Shareholders may be or become liable to pay in respect of any of the Shares or in respect of any shares or securities for which pursuant to any conditional or preferential right offered to the Nominee Shareholders in respect of Shares of the Nominee Shareholders may on my instruction subscribe in connection with their performance of duties of Nominee Shareholders for my benefit, and all costs and expenses incurred by the Nominee Shareholders.

Notwithstanding anything to the contrary herein contained, this indemnity shall apply whenever in taking or failing to take any action, LAW PARTNERS has acted following the instructions, directions or consent of myself or any persons authorized by me. To this end, until I shall give you written notice to the contrary, I hereby request and authorize you from time to time without further authority from me to act upon instructions to you given or purporting to be given by me or on my behalf in accordance with the then current mandate by facsimile or electronic mail transmission commissions ("Faxed or Email Instructions")

And in consideration of your agreeing so to do, I hereby undertake to keep you at all times fully and effectually indemnified against all losses and costs damages claims demands and expenses which I or you may incur or sustain through you acting or failing to act upon any such Faxed or Email Instructions whether or not:-

- (i) Such Faxed or Email Instructions are made or transmitted without authority; or
- (ii) Such losses and other matters mentioned above arise directly or indirectly from any other operational failure or fault or any error however occurring in the course of the transmission of the Faxed or Email Instructions whether relating to equipment belonging to you, me or other party

And I further agree that you may nevertheless debit the Company accounts with any amounts which you have paid in accordance with any such Faxed or Email Instructions whether such accounts be in credit or debit.

It is agreed that any transaction requested as aforesaid shall be subject to the current terms and conditions of LAW PARTNERS (where applicable) for the time being.

You shall be entitled but not bound to act on Faxed and Email Instructions in accordance with this authority and you shall give me written advice by way of confirmation of such instructions and of you having acted or having refused to act on them but you shall not be liable in any way for failing to give such written advice.

It is further agreed that the Faxed or Email Instructions or a Photostat copy thereof shall be conclusive evidence of such Faxed or Email Instructions and this authority and indemnity shall not be prejudiced by any confirmation or other communication or other communication relating to such Faxed or Email Instructions or by the absence thereof.

8. Without prejudice to the effect of any other provisions hereof, LAW PARTNERS may require and I will issue additional specific indemnities with respect to any additional services ordered from LAW PARTNERS from time to time, such indemnity to be in such form and with such content as acceptable for LAW PARTNERS. LAW PARTNERS reserves the right to refuse to carry out my instructions in the absence of such special indemnities.

9. I undertake to inform LAW PARTNERS immediately (and in any event within 24 hours of the matter coming to the notice of myself) of any matter adversely affecting the Company or the performance by LAW PARTNERS of the Services and in particular, without prejudice to the generality of the foregoing, of the happening of any of the following events:

- (i) Any change in the beneficial ownership or control of the Beneficiary;
- (ii) Any change of my address or e-mail address or telephone, facsimile, telex or similar number
- (iii) Any pledge, transfer or assignment of any share or other interest of the Beneficiary;
- (iv) The commencement and any further steps in any proceedings for the winding up of the Beneficiary, the appointment of an administrator, manager, curator, trustee, receiver, judicial factor or similar officer to manage the affairs of the Beneficiary;
- (v) The appointment of a receiver in relation to any assets of the Beneficiary or any other steps by a third party to realize a security over any of a receiver in relation to any assets of the Beneficiary or any other steps by a third party to realize a security over any of the Beneficiary's assets;
- (vi) The levying of any execution, distress of diligence or any similar process for recovery of a debt or claim against any asset of the Beneficiary;
- (vii) The commencement and any further steps in any legal proceedings relating to the Company and/or LAW PARTNERS and/or any person appointed to carry out part of the Services;
- (viii) Any dispute among any of the Beneficiaries.

INITIALS:

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10. That I shall not give LAW PARTNERS or cause our official to give LAW PARTNERS any directions which are unlawful under the laws of the jurisdiction or any other place having jurisdiction over the Company or where such directions are to be carried out or which would give rise to any unjustified liability to LAW PARTNERS as aforesaid.

11. That LAW PARTNERS may act upon any properly documented direction or consent received by or notified to LAW PARTNERS from me or through one of my duly authorized advisers, without inquiry.

12. Than LAW PARTNERS has right to positively verify any instructions, directions or consent received from me or the authorized advisers.

13. That I shall provide LAW PARTNERS with genuine, commercial and financial documentation for all company transactions, and where required by law – then also for subsidiaries of the Company (for consolidated reporting) to be reflected in the Company books of account, as well as any other evidence necessary to prepare the financial statements in accordance with relevant legislation, and giving a true and fair view of the state of the Company's affairs for the relevant financial period.

14. In the event that the above terms are not adhered to by me, I hereby fully and irrevocably release LAW PARTNERS from any obligation to prepare such accounts, and furthermore fully indemnify LAW PARTNERS in LAW PARTNERS's above capacity as directors from any and all liabilities which may arise from LAW PARTNERS's acting in that capacity in connection with the submission of audited accounts for the Company to the relevant authorities.

15. That I shall make prompt payment when due of all fees payable to LAW PARTNERS in respect of such Services as stated in the price list or otherwise agreed; and

16. I undertake and ensure that the Company is at all times provided with sufficient unencumbered funds to meet all sums due from time to time, and accordingly guarantee the payment of sums due by the Company to LAW PARTNERS in connection with the performance by LAW PARTNERS of the professional duties with respect to the Company. LAW PARTNERS is authorized and empowered to deduct payment of all sums due from funds belonging to the Company or me under LAW PARTNERS's control including moneys held in the client account.

17. LAW PARTNERS is entitled to charge any Value Added Tax, Sale's Tax or other similar taxes applicable thereon and all disbursements, outlays and out-of-pocket expenses in providing the Services.

18. Where the Services include the arrangement of bank account for the Company and/or Director services, I agree and instruct the Directors of the Company to pass a board resolution of the Company, with effect from the date of this indemnity and which shall be irrevocable and effective as long as this Indemnity subsists or until all amounts owed to LAW PARTNERS for the Services have been paid whichever is the later, containing the provisions to the effect that:

(i) The annual fees owed to LAW PARTNERS for the Services ordered by me from time to time as specified in the price list plus applicable VAT shall be paid automatically from the bank accounts of the Company approved by the Company Directors

(ii) Where the Services include the provision of accounting and/or audit Services, the fees for such Services computed based on the minimum accounting, additional transaction fees at 50 Euro plus applicable VAT per transaction shall be paid to LAW PARTNERS automatically from the Company's bank account upon presentation by LAW PARTNERS of the respective invoice to the bank on or around the accounting reference date of the Company.

(iii) Where there are no funds or insufficient credit in the bank accounts of the Company, the bank will pay the invoices described at 18(i) on the first priority basis upon availability of funds in the bank accounts of the Company before any other predated or post-dated payment instructions take place.

19. I shall procure that the Company and I shall fully indemnify LAW PARTNERS in respect of all cost and expenses incurred in seeking the recovery of overdue amounts and interest at the rate of 10% per annum of the amount overdue.

20. That LAW PARTNERS shall be entitled (but not obligated) to terminate the provision of Services by notice to me with immediate effect forthwith upon the occurrence of any of the following events:

(i) Breach of any of the obligations undertaken by me including, without prejudice to the generality of the foregoing, failure by the Company or me to pay any sums due to LAW PARTNERS on the due date;

(ii) The commencement of any insolvency or other judicial or administrative or police proceedings against the Company, or me;

(iii) The commencement of any process for the enforcement of security rights or other claims against the Company;

(iv) Any changes in the Law of any relevant jurisdiction which prevents LAW PARTNERS from providing the services or materially increases the cost of doing so unless I agree with the increase in the cost of service within one week following receipt from LAW PARTNERS of notice of such increase;

(v) In the event that any information or assurance given to LAW PARTNERS by me, whether in accordance with this Indemnity or otherwise, is found to be incorrect, insufficient or misleading;

(vi) In the opinion of LAW PARTNERS that it has become impossible or impractical for LAW PARTNERS to obtain satisfactory instructions from me or to contact me with regards to the administration of the Company or affairs of the Company.

21. Upon termination of the provision of Services I acknowledge and agree that LAW PARTNERS shall cease to provide the Services, and that:

(i) LAW PARTNERS shall procure that any nominee shareholder supplied by it shall execute a share transfer form (or other written instrument of transfer) and issue share certificate in favor of me;

INITIALS:

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(ii) LAW PARTNERS and any other persons nominated by LAW PARTNERS shall resign office as director and/or secretary of the Company and appoint myself as director and/or secretary of the Company

(iii) LAW PARTNERS shall cease to provide any registered office/agent facilities for the Company whereupon, I shall arrange within one week an alternative address as the registered office, and arrange a suitably qualified person to be the registered agent of the Company and shall notify LAW PARTNERS.

22. LAW PARTNERS shall refuse to take any action on instruction of any Beneficiary if a Beneficiary notifies LAW PARTNERS of a dispute among any of the Beneficiaries until such dispute is settled or until LAW PARTNERS receives the instruction signed by all Beneficiaries. If no such instruction received within one month notice to LAW PARTNERS of the dispute, LAW PARTNERS shall terminate the provision of the Services in accordance with Section 21 of this Indemnity.

23. That this Indemnity and obligations on my part herein contained shall be binding on my respective executors, administrators and successors in title.

1.
SIGNATORY NAME:.....

DATE:.....

SIGNATURE:.....

2.
SIGNATORY NAME:.....

DATE:.....

SIGNATURE.....

INITIALS:

.....