



Relocation & Residency Services Gibraltar

FORM - A - CO (G I B R A L T A R) L T D

CLIENT APPLICATION FORM

AGREEMENT

AND

TERMS & CONDITIONS OF BUSINESS

FORM-A-CO (GIBRALTAR) LIMITED

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Licensed and Regulated by the Gibraltar Financial Services Commission

Licence No: FSC00467B

EXPLANATORY NOTE

This Application Form is required to be completed in accordance with Regulations laid down by the Gibraltar Financial Services Commission. It forms the basis of the business relationship between *Form-A-Co (Gibraltar) Limited*, Suite 4, 2nd Floor, The West Wing, Montarik House, 3 Bedlam Court, Gibraltar, GX11 1AA (herein after referred to as "Form-A-Co") and its Clients. As such, on completion, *and subject to acceptance of the Application by Form-A-Co*, a copy may be furnished to the Applicant for Business / Client for their /her records. The original will be retained in the files of Form-A-Co and may be disclosed to the Gibraltar Financial Services Commission upon demand. Otherwise, all information given will be treated in the strictest of confidence.

The information contained in this document is subject to the European General Data Protection Regulations and the rights contained therein shall apply to all Applicants for Business / Clients.

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PART 1

QUESTIONNAIRE – APPLICANT 1

DETAILS OF APPLICANT 1 –

Photocopy/Print additional forms as required for each officer. All Sections MUST be completed

*** Please refer to Appendix A in respect of our Due Diligence Requirements***

Personal Details

Name	
Title (Mr, Mrs, Ms)	
Surname	
First and other names	
Any former names	
Occupation	Please avoid Generic Descriptions i.e.: Businessman/Entrepreneur
Country of Domicile	
Country of Residence for tax purposes	
Tax Identification Number	
Background regarding business and professional experience and full details on source of wealth (CV / Professional Resume / Profile must be provided)	
Passport Number	Home Phone
Nationality	Other Contact Number
Place & Date of Birth	Email

Residential Address:		Correspondence Address (if different to Residential Address)	
Building		Building	
Street		Street	
City		City	
County/State/Province		County/State/Province	
Country	Post Code	Country	Post Code

Politically Exposed Person (PEP)

	YES	NO
Are you, any of your family members or close associates acting in the capacity of, or have acted as, a member of any government, government department, body or agency, or holding or have held a high public office or position of political authority?		
Are you, any of your family members or close associates acting in the capacity of, or have acted as, consultant, advisor, agent or contractor to any government, government department, body or agency?		
Do you, any of your family members or close associates have, or have had in the past, any form of business relationship with any government, government department, body or agency that carries or has carried any form of benefit or reward either financial or otherwise?		
Do you, any of your family members or close associates have, or have had in the past, any position that carries a responsibility for handling or control over public funds?		

Background Check

	YES	NO
Have you ever been declared bankrupt or made arrangements with creditors?		
Are you, any of your family members or close associates acting in the capacity of, or have acted as, consultant, advisor, agent or contractor to any government, government department, body or agency?		
Have you ever been disqualified from acting as a director to a company?		
Have you ever been convicted of a criminal offence?		

Explanatory Note: We are required by the provisions of the Proceeds of Crime Act 2015 to make enquiries concerning whether any Applicant for Business, their family members or persons known to be their close associates may be considered as 'Politically Exposed Persons'. Please answer the above questions but if you have any doubts then please speak to a member of staff. Any information provided here will be held in the strictest of confidence

QUESTIONNAIRE – APPLICANT 2

DETAILS OF APPLICANT 2 –

Photocopy/Print additional forms as required for each officer. All Sections **MUST** be completed

*** Please refer to Appendix A in respect of our Due Diligence Requirements***

Personal Details

Name			
Title (Mr, Mrs, Ms)			
Surname			
First and other names			
Any former names			
Occupation	<small>Please avoid Generic Descriptions i.e.: Businessman/Entrepreneur</small>		
Country of Domicile			
Country of Residence for tax purposes			
Tax Identification Number			
<p>Background regarding business and professional experience and full details on source of wealth (CV / Professional Resume / Profile must be provided)</p>			
Passport Number		Home Phone	
Nationality		Other Contact Number	
Place & Date of Birth		Email	

Residential Address:		Correspondence Address (if different to Residential Address)	
Building		Building	
Street		Street	
City		City	
County/State/Province		County/State/Province	
Country	Post Code	Country	Post Code

Politically Exposed Person (PEP)

	YES	NO
Are you, any of your family members or close associates acting in the capacity of, or have acted as, a member of any government, government department, body or agency, or holding or have held a high public office or position of political authority?		
Are you, any of your family members or close associates acting in the capacity of, or have acted as, consultant, advisor, agent or contractor to any government, government department, body or agency?		
Do you, any of your family members or close associates have, or have had in the past, any form of business relationship with any government, government department, body or agency that carries or has carried any form of benefit or reward either financial or otherwise?		
Do you, any of your family members or close associates have, or have had in the past, any position that carries a responsibility for handling or control over public funds?		

Background Check

	YES	NO
Have you ever been declared bankrupt or made arrangements with creditors?		
Are you, any of your family members or close associates acting in the capacity of, or have acted as, consultant, advisor, agent or contractor to any government, government department, body or agency?		
Have you ever been disqualified from acting as a director to a company?		
Have you ever been convicted of a criminal offence?		

Explanatory Note: We are required by the provisions of the Proceeds of Crime Act 2015 to make enquiries concerning whether any Applicant for Business, their family members or persons known to be their close associates may be considered as 'Politically Exposed Persons'. Please answer the above questions but if you have any doubts then please speak to a member of staff. Any information provided here will be held in the strictest of confidence

PART 2

SCOPE OF SERVICES TO BE PROVIDED

1. Identifying suitable residential and/or commercial property in Gibraltar:

A bespoke service tailored towards assisting clients to identify suitable residential and or commercial property in Gibraltar. We provide an analysis of the local property market and a portfolio of suitable properties that adhere specifically to the client's requirements.

2. Company Formation and Administration:

Form-A-Co is one of Gibraltar's leading firms in the field of company formation and administration and ancillary services. Our aim is to advise and assist clients while providing a full range of corporate and trust structures.

3. Banking Recommendations:

As a result of our over 30 years of service in Gibraltar, Form-A-Co has developed great relationships with the key banking stakeholders on the Rock. Capitalise on our trusted network to provide you with your required banking solutions.

4. Wealth Management Recommendations:

The Form-A-Co team has a combined experience of nearly 100 years in the Financial Services sector in Gibraltar and prides itself in providing a personal one to one service for their clients. If we cannot assist you with your desired wealth management solution directly, we will always know of a way to find you what you need through our long-established network of licensed professionals in the field.

5. Private Car purchases or importations:

Gibraltar's car dealerships provide a variety of vehicles to residents and businesses on the Rock. Alternatively, we could help to arrange for the importation of your own vehicle from abroad. Whatever your transport need may be, Form-A-Co has the existing relationships to hand to help identify the best deal for you.

6. Obtaining International Driver's Licences:

The new Brexit travel regulations require all Gibraltar and UK nationals alike to obtain an International Driver's Licence if they wish to drive in Spain and Portugal and into other EU States. Acquiring this licence is a tedious process but it is something that Form-A-Co can help you with. (*this will be subject to the specific terms of the BREXIT arrangement to be arrived at between the UK and Spain in respect of Gibraltar residents*)

7. Obtaining Gibraltar residency as a local tax-payer, Category 2 Individual or self-sufficient:

There are essentially three types of Gibraltar residency available to British/EU nationals and/or other nationals with permission to reside in Gibraltar. The suitability of each option would very much depend on what you are trying to achieve for your own tax-planning purposes. Our team will provide you with expert guidance on what option would be best suited to your needs if required.

8. Obtaining Gibraltar ID Cards:

There are different Gibraltar ID Cards associated with the type of Gibraltar residency that one is applying for depending on your nationality. The forms and necessary paperwork required will also vary according to the type of residency that is being applied for. This is a fastidious process that we would be more than happy to assist you with.

9. Liaising with the Employment Service, Social Security and Tax Office:

Using local knowledge, Form-A-Co can assist with the administrative processes to support your applications, providing the necessary professional oversight to ensure that client matters are addressed as efficiently as possible.

10. Applying for a Gibraltar Health Card as an ordinary Gibraltar tax-payer

Form-A-Co can provide guidance processes to assist you with any eligible applications for GHA Cards.

11. Accounting Services:

With over 20 years' combined professional experience, our 'in house' accounting team will be able to handle your personal and/or corporate accounts to include additional services such as the filing of personal and corporate Tax Returns or the preparation of corporate Balance Sheets.

12. Conveyancing and other matters requiring legal assistance:

Gibraltar boasts an array of well-established law firms, large and small, to cater for all manner of personal or commercial enquiries. Form-A-Co has excellent and long-standing working relationships within the industry and would be pleased to share these with our client base, helping to identify the right legal connections for the matter at hand.

13. Yacht Registration:

Form-A-Co specialises in Private and Commercial Red Ensign registrations across all British jurisdictions. Yacht Registration services in general, are one of the principal services offered by Form-A-Co.

14. Trust Services:

Form-A-Trust is a fully licensed subsidiary of Form-A-Co with the ability to offer Trustee services and advice related to the settling of Gibraltar Trusts and their ongoing administration.

15. Obtaining Business Licences for local trading companies:

Form-A-Co will assist clients with the necessary applications related to the acquisition of a Business Licence for local traders. Identifying suitable premises for a chosen business can be a prerequisite for a successful Business Licence application, and we will be happy to provide suggestions where necessary.

16. Obtaining Work Permits for non-EU nationals:

This can be a laborious process due to the paperwork and supporting documentation required to be completed. The Form-A-Co team is well versed with these processes and can assist with all these formalities.

17. Education and Schooling Recommendations:

Gibraltar boasts excellent Public and Private schooling options for children at all stages of their education; from Nursery and Primary Schooling options, right through to Secondary Education. Form-A-Co may be able to assist you with identifying the best educational services for your children and assist with the enrolment process too.

18. Insurance recommendations Car/House/Yacht/PI:

Form-A-Co has strong working relationships with all leading insurance companies in Gibraltar. Capitalising on our strong working relationship with Gibraltar's local insurance companies, Form-A-Co can provide its clients with advice and access to the most competitive insurance products to suit a client's needs.

19. Reference to business and social networking groups in Gibraltar, eg. clubs, Chambers of Commerce, social and sporting networking groups etc.:

This service will assist clients with integrating into the local community. Advising clients on business and social networking opportunities and assisting with the attainment of membership to key community groups.

We hereby request Form-A-Co to provide the following services:

ADMINISTRATIVE SERVICES: -	TICK	INITIAL
1. Identifying suitable residential and/or commercial property in Gibraltar		
2. Company Formation and Administration		
3. Banking Recommendations		
4. Wealth Management Recommendations		
5. Private car purchases or importations		
6. Obtaining International Driver's Licenses		
7. Obtaining Gibraltar residency as a local tax-payer, Category 2 Individual or Self-Sufficient		
8. Obtaining Gibraltar ID Cards		
9. Liaising with the Employment Service, Social Security and Tax Office		
10. Applying for a Gibraltar Health Card as an ordinary Gibraltar tax-payer		
11. Accounting Services		
12. Conveyancing and other matters requiring Legal assistance		
13. Yacht Registration		
14. Trust Services		
15. Obtaining Business Licences for local trading companies		
16. Obtaining work permits for non-EU nationals		
17. Education and Schooling recommendations.		
18. Insurance recommendations Car/House/Yacht/PI		
19. Introduction to business and social networking groups in Gibraltar, e.g., Chambers of commerce and sports clubs		
20. *		
21. *		

* Additional service(s) requested by the applicant, not listed above by Form-A-Co.

**Some services may require additional documentation to be filled out due to administrative and compliance regulations*

Part 3
AGREEMENT / INDEMNITY / TERMS & CONDITIONS

Dated: day of20.....

BETWEEN:

Form-A-Co (GIBRALTAR) LIMITED

Of the one part

AND.....
(Enter Name)

Of.....
(Enter Address)

("the Client")

Of the other part

IT IS HEREBY AGREED AS FOLLOWS:

- 1.) The Client has requested Form-A-Co to provide the Services set out herein, which has been completed as appropriate, and has read and is in agreement with the terms and conditions under which Form-A-Co is prepared to act.
- 2.) Form-A-Co hereby covenants with the Client that it will not divulge to any third party any confidential information received from the Client or elsewhere in respect of the Client's business, or use any such confidential information other than in the interests of the Client without the prior written consent of the Client unless compelled to do so by law. Form-A-Co hereby further covenants that it shall observe all obligations imposed on the company under management by all relevant authorities and make all records available subject to appropriate authorisation.
- 3.) Neither Form-A-Co nor its directors or staff shall be obliged to act in any manner which they consider may:
 - 3.1 conflict with any provisions of the Memorandum and Articles of Association or Constitution of any Company or the Deeds of any Trust acquired by the Client in connection with the services provided by Form-A-Co.
 - 3.2 expose them to any personal liability or risk of prosecution in any jurisdiction.
 - 3.3 conflict with any laws of Gibraltar or otherwise be illegal.
- 4.) In consideration of Form-A-Co agreeing from time to time (at its discretion until notification is given by it to the contrary) at the Client's request made hereby to accept instructions upon receipt of messages by e-mail, facsimile or telephone purporting to be instructions provided that:
 - 4.1 any such e-mail or facsimile instructions appear or purport to be signed by the Client or their authorized representative;
 - 4.2 the Client or their authorised representative shall promptly confirm any e-mail or facsimile instructions to Form-A-Co by letter marked "confirmation of e-mail or facsimile instructions"; and
 - 4.3 any such telephone instructions are confirmed in writing by the Client or their authorized representative;

then the Client agrees in order to induce Form-A-Co to act in reliance on any such instructions from time to time and at all times to keep Form-A-Co indemnified from and against all actions, proceedings, claims and demands which may be brought or made against Form-A-Co and all losses, costs, charges, damages and expenses which Form-A-Co may incur or sustain or for which it may become liable by reason of its having acted on such instructions and notwithstanding that any such instructions may not have been duly authorized by the Client. The Client further agrees to reimburse Form-A-Co on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity. Without prejudice to the foregoing Form-A-Co will be entitled to treat all such instructions as being duly authorized by the Client and may act accordingly.

- 5.) The Client indemnifies and holds harmless Form-A-Co and its directors and staff from any claim or action whatsoever and wheresoever arising excepting only actions claims costs demands loss or damage of any kind arising from any fraud or wilful misconduct of Form-A-Co or its directors or staff.
- 6.) The Client undertakes to immediately notify Form-A-Co of any material changes in the company's/companies' activities and of any changes in its/their beneficial ownership **prior to such changes taking place.**
- 7.) The Client undertakes to immediately notify Form-A-Co of any investigation in to their affairs or those of any Company or Trust acquired by him by any regulatory, supervisory or other competent authority, or of any legal proceedings or actions commenced against him or any Company or Trust acquired by him. In such circumstances whereby notification is received by Form-A-Co from the Client or other third-party Form-A-Co reserves the right to temporarily suspend the services provided pending clarification or the outcome of any such investigations, actions or claims, or to cease to provide any or all of its services and to terminate this Agreement provided that written notice of the same shall be issued to the Client. The Client hereby agrees and confirms that he will make no claims or commence any actions against Form-A-Co in consequence of said suspension or cessation of services or termination of this Agreement by Form-A-Co under the circumstances stated above.
- 8.) The Client will discharge all fees and disbursements due to Form-A-Co when requested to do so and if any such fees or disbursements due to Form-A-Co shall not be duly and punctually paid neither Form-A-Co nor its directors or staff shall be under any further obligation to provide further services to the Client.
- 9.) The Client, or Form-A-Co, or both (as the case may require) shall have the right to terminate this Agreement at any time by giving 30 days' notice in writing to the other party. Termination of this Agreement shall not prejudice any rights of the parties hereto in respect of any liability or obligation arising under this Agreement prior to such termination.
- 10.) This Agreement is governed by the Laws of Gibraltar and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Gibraltar in relation to any dispute or matter arising out of or in connection therewith.

European Union General Data Protection Regulations ("GDPR")

The information contained in this document is subject to the GDPR and the rights contained therein shall apply to all Applicants for Business / Clients.

Under GDPR Form-A-Co has legal obligations concerning the processing of information on its Clients. The term "processing" includes collecting, storing, recording, organising, consulting, adapting/altering, retrieving, using, disclosing or destroying the information or data. The Client hereby confirms that:

- He/she understands that information about him/her may include information of a sensitive nature including information concerning his/her finances;
- He/she understands that the term "processing" includes collecting, storing, recording, organising, consulting, adapting/altering, retrieving, using, disclosing or destroying the information or data;
- He/she confirms that he/she has read and understood this explanation of the processing of information relating to him/her and he/she consents to the processing of such information.

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

In these Terms and Conditions of business:

"Client" means the person who requested Form-A-Co to provide services or any other person who has agreed to pay for services, or has previously remitted payment for those services.

"Company" means any one or more companies for which the client has requested Form-A-Co to provide services.

"Form-A-Co" references within these Terms and Conditions means Form-A-Co (Gibraltar) Limited of Suite 4, 2nd Floor, The West Wing, Montarik House, 3 Bedlam Court, Gibraltar, GX11 1AA

"Agent" refers to a Person or business that is authorised to act or transact on behalf of Form-A-Co to perform a Service for the Client or Company.

"Person" shall include, as far as the context admits, any person, firm, company or other body incorporated or unincorporated.

"Services" means the incorporation of any company, provision of directors and/or shareholders, administration, or any other services of whatever nature provided to the Client, Company or other related entity.

"Illegal activities" means all illegal activities including those activities defined by the Gibraltar Anti Money Laundering Legislation which, without prejudice to the generality of the foregoing, include activities related to terrorism; drug trafficking; money laundering; receiving the proceeds of criminal activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, the United Kingdom or Gibraltar.

"Prohibited activities" means activities currently not approved by Form-A-Co which are activities involving arms, weapons or munitions; mercenary or contract soldiering; security and riot control equipment; any device that could lead to the abuse of human rights or be utilised for torture; technical surveillance or bugging equipment; industrial espionage; dangerous or hazardous biological, chemical or nuclear materials including equipment or machinery to manufacture or handle such materials and their transportation, handling disposal or dumping of such materials; human or animal organs; the abuse of animals, genetic material; adoption agencies including surrogate motherhood; the abuse of refugees or human rights; pornography; drug paraphernalia; pyramid sales, religious cults and their charities, also including, unless otherwise agreed in writing, any activity relating to the provision of financial services which requires a licence in any jurisdiction, lastly, any activity whatsoever that may damage the good reputation of Form-A-Co, its associated companies, Gibraltar or the country of incorporation of the Company.

"Prohibited persons" means persons prohibited under the laws of any country by reason of being a minor or having no legal capacity (for whatever reason) or otherwise unqualified to be party to a contract or who are undischarged bankrupts or are otherwise disqualified from acting as a director or who have been imprisoned or found guilty of any criminal offence (other than a motoring offence carrying a non-custodial sentence) including those persons who have been proven to act in a fraudulent or dishonest manner in any civil proceedings or who are resident in any country subject to any international restriction embargo including, but without prejudice to the generality of the foregoing those imposed by the Security Council of the United Nations, the European Union, the United Kingdom or Gibraltar or those who are, by virtue of relevant laws, Acts, Directives or Statutory Instruments prohibited from engaging the services of Form-A-Co.

1. REQUESTS AND SERVICES

In the provision of any of the services requested by the Client, Form-A-Co shall follow the requests at its own discretion, whether given by word of mouth, letter, email, telephone, fax or otherwise of the Client or any one of the Clients where there is more than one. Provided that:

- 1.1 Where there is more than one Client, if Form-A-Co is requested by any one of those Clients Form-A-Co will not consider the requests unless sanctioned by all Clients.
- 1.2 Form-A-Co will not be obliged to perform any services which might (in the opinion of Form-A-Co) contravene the law of any jurisdiction or which might contravene or be beyond the powers of the Company as set out in its Memorandum

& Articles of Association or other form of Constitution, or be illegal or prohibited activities or be contrary to the policies of Form-A-Co.

- 1.3 Form-A-Co shall not be liable for any failure or delay to carry out the requests herein provided for, or any errors in carrying out such requests other than in the case of fraud or gross negligence on the part of Form-A-Co.
- 1.4 Form-A-Co reserves the right not to follow requests which appear to be conflicting, ambiguous, unclear or of unclear authenticity. If for any reason Form-A-Co is unable to obtain sufficient and satisfactory requests it may exercise any rights, satisfy any such liabilities, and retain or dispose of monies collected and generally act or not act as its Board may think fit. The indemnity hereinafter granted by the Client to Form-A-Co shall extend to and cover all acts and omissions incurred by Form-A-Co.
- 1.5 The information contained in brochures and other marketing material does not constitute tax or other legal or general advice and it is hereby accepted by the Client that no such reliance has been placed upon such material supplied to the Client directly or indirectly.
- 1.6 Upon request the Client agrees to provide Form-A-Co with whatever information Form-A-Co may reasonably require about the background of the Client and/or their or her dealings and business.
- 1.7 In order that Form-A-Co may at all times be able to contact the Client, the Client hereby agrees to inform Form-A-Co immediately upon changing their usual business, residential address, or telephone, facsimile numbers and e-mail address.

2. CLIENT UNDERTAKING

The Client hereby undertakes that: -

- 2.1 they will not give any instructions or make any requests to Form-A-Co which would cause Form-A-Co, or the Company, to infringe the laws of any territory;
- 2.2 they are responsible for providing Form-A-Co with such complete accurate and timely information, co-operation, assistance as Form-A-Co in its absolute discretion may reasonably require for the performance of the Services. Form-A-Co will not be responsible for any consequences that may arise from any failure or delay by the Client to comply with this requirement and the consequences may give rise to additional fees for which invoices may be raised. The Client will remain responsible for any commercial decisions they may make;
- 2.3 they will not cause Form-A-Co to be engaged or involved directly or indirectly in any unlawful, Illegal or Prohibited activity, or allow Form-A-Co to be used for any unlawful purpose;
- 2.4 they shall at all times comply with the provisions governing Bribery Offences as contained under Part 24 of the Crimes Act 2011 (Gibraltar law).
- 2.5 the indemnity contained in each of the above four sub clauses shall: -
 - 2.5.1 be in addition to and shall not in any way limit the benefit of any indemnity or other rights whatsoever to which Form-A-Co may be entitled whether under the Constitution of the Company or otherwise by law;
 - 2.5.2 be a continuing indemnity and shall not cease upon the termination of this Agreement or the resignation or removal of Form-A-Co from office.

3. AGENTS & CONSULTANTS

- 3.1 Form-A-Co will be entitled to employ lawyers, accountants, brokers, banks and other Agents as may be reasonably necessary to assist it in carrying out its duties and/or the business of the Company. Such Agents may act and transact business for which the Agent has been appointed, on behalf of Form-A-Co and in accordance with the Agent's standard terms and conditions.
- 3.2 Form-A-Co accepts no liability whatsoever arising from or in connection with; the appointment, service, performance or lack thereof and actions of any such lawyers, accountants, brokers, banks and other Agents.

5. NOTICE

Any notice required or authorised to be served pursuant to this Agreement may be served by sending the same by post to the last known address of the party to whom the same is addressed or, in the case of a company, to the registered office of such company.

6. LIMITATION OF LIABILITY

- 6.1 Form-A-Co will not be liable (whether in contract, tort or otherwise, including breach of statutory duty) in connection with this Agreement for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss was reasonably foreseeable or that Form-A-Co was aware of the possibility of that loss or damage arising.
- 6.2 Form-A-Co will not incur any liability: -
 - 6.2.1 for any failure or delay on its part to comply wholly or partly with any instruction, request or advice which is not received or is incomplete, illegible or ambiguous or (in the opinion of Form-A-Co) for any lack of authority on the part of the person giving or making the same.
 - 6.2.2 for the acts or omissions of any person or entity who or which is appointed, designated or empowered as director, officer, employee, agent, individual, trustee, manager, signatory or shareholder or holder of any

general or special power of attorney with respect to the Company or other entity associated with the Company.

Except to the extent that such liability arose as a result of the gross negligence of Form-A-Co.

7. ENTIRE AGREEMENT

These Terms and Conditions together with the Application Form and the Agreement shall constitute the entire agreement between the Client and Form-A-Co. All warranties, undertakings, terms and conditions, whether expressed or implied, statutory or otherwise, and all representations, (except for fraudulent misrepresentations which are relied upon), statements, negotiations, and understandings, whether written or oral, are expressly excluded and superseded except as stated in the entire Agreement, not permitted by law or unless they are specifically agreed after the date of the entire Agreement in writing by a duly authorised representative of each party. Each party agrees that it has not relied upon any such representations described above.

8. JOINT CLIENTS

Where two or more persons constitute the Client, each such person or entity appoints the other such person or entity to be their agent to exercise full power in respect of them, and each such person or entity agrees that their obligation is joint and several.

9. WAIVER

No failure, delay or indulgence on the part of either party in exercising any power or right under the entire Agreement shall operate as a waiver of such power or right, except as agreed in writing.

10. SEVERABILITY

If any provision of the entire Agreement is held by a court of competent jurisdiction to be invalid or voidable the remainder of the entire Agreement shall remain in full force and effect.

11. VARIATIONS

No variation of the entire Agreement shall be valid unless agreed in writing.

12. THIRD PARTY RIGHTS

No term or condition of the entire Agreement is intended, expressly or impliedly by inference, to confer a benefit or right of action upon any third party.

13. ASSIGNMENT

Neither party may assign the entire Agreement or any of its rights or obligations under the entire Agreement without the prior written consent of the other party. Form-A-Co reserves the right to subcontract all or any part of its obligations under the entire Agreement as stated above.

14. PARTNERSHIP

Nothing in the entire Agreement is intended to create a legal partnership between Form-A-Co and the Client.

15. COMPETENT JURISDICTION

The entire Agreement shall be governed by and construed in accordance with the laws of Gibraltar and the parties hereto irrevocably submit to the jurisdiction of the Courts of Gibraltar and irrevocably consents to the service of process out of such Courts by mailing copies thereof by registered mail, postage prepaid to his/her address.

17. INDEMNITY

- 17.1 The Client indemnifies Form-A-Co for any services provided and agrees to hold harmless and will keep indemnified, Form-A-Co and its successors, and assigns from all actions, suits, proceedings, claims, demands, liabilities, costs and expenses whatsoever taken or made against Form-A-Co.
- 17.2 The terms of the indemnity contained in Clause 17.1 above shall extend to all directors, officers, associated agents and staff from time to time of Form-A-Co and its affiliated firms or companies wherever situated who may perform any of the functions herein contemplated and notwithstanding that there may be some defect in their appointment, qualifications or authority. This Indemnity is intended to endure for the benefit of Form-A-Co and of every officer, employee and agent and/or personal representative thereof so as to be enforceable by each of them against the Client.
- 17.3 This indemnity and every agreement contained herein is without prejudice to any other indemnity in favour of Form-A-Co and, or its successors, officers, employees and agents and of the personal representatives thereof. The termination of this Agreement or the employment or appointment of any officer, employee, or agent as

contemplated in section B, as the case may be, shall not relieve the client of their obligations to indemnify Form-A-Co.

18. ACTIONS OR PROCEEDINGS

If the client or Form-A-Co receives notification of any claim, demand or the commencement of any action, suit, or proceeding, they shall notify the other party in writing immediately. Form-A-Co shall have the right to participate in and defend any such claim or action with counsel selected by Form-A-Co. Any such action, suit, proceeding, claim or demand may be settled by Form-A-Co in consultation with the client at the discretion of Form-A-Co.

19. CLIENT MONIES

Where any monies are held in Form-A-Co's Client Account for an intermediary period, no interest will be paid unless otherwise agreed.

20. TAX / LEGAL ADVICE

Applicants for Business and Clients are reminded of their legal obligation to declare their interests in entities and structures to the revenue authorities in their country of residence in accordance with relevant Controlled Foreign Companies (CFC) and/or other legislation or regulation. Form-A-Co, Form-A-Trust (Gibraltar) Limited and their directors and staff, accept no responsibility whatsoever in respect of an Applicant for Business or Client's obligations in this regard.

21. COMPLAINTS

In the unlikely event of a dispute between the Client and Form-A-Co the nature of the complaint and suggested solution should be set out in writing, (in English), and posted by registered mail, or fax to a member of the Board. Form-A-Co will endeavour to settle the dispute giving due recognition to the terms and conditions of this agreement and relevant laws persuasive or otherwise. Should the dispute remain unresolved the Client remains free to contact Form-A-Co's regulatory body, the Gibraltar Financial Services Commission at P.O.Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Telephone: +350 200 40284 Fax: +350 200 40282 Email: info@fsc.gi

22. TERMINATION

- 22.1 The entire Agreement may be terminated by Form-A-Co giving the Client thirty days' notice of termination.
- 22.2 In the event of termination, Form-A-Co shall not be obliged to return all or any part of the fees and expenses paid to it, (save for amounts paid on account for disbursements to be incurred).

Part 4
CLIENT RESPONSIBILITIES & DECLARATION

CLIENTS' RESPONSIBILITIES

When entering into the Agreement clients are expected to co-operate with Form-A-Co and to keep Form-A-Co informed in respect of the following matters:

- To promptly provide to the Compliance Department any additional documentation and information as may be required from time to time as part of the Know Your Customer procedure. Failure to do so in a timely fashion will result in an additional Compliance Fee being charged.

CLIENT DECLARATION

I/We hereby CONFIRM that:

1. Any information given in this questionnaire and any separate letter / document is true and correct to the best of my / our knowledge and belief.
2. I/We have read and agree to Form-A-Co's Agreement and Indemnity above.
3. I/We have received, read and agree to be bound by the Data Protection Regulations contained above
4. I/We have received, read and agree to be bound by the Clients' Responsibilities contained above.
5. I/We have received, read and agree to be bound by the Terms & Conditions contained above

	Name	Signature
Client 1		
Client 2		

Appendix A

Client Identification Requirements

Whilst we understand the requirement of our clients for confidentiality, we are obliged by both law and regulation to obtain the following minimum information and documentation relating to the applicant(s), for the above requested services from Form-A-Co.

- Proof of Identity
- Proof of Residential Address

In addition to this we will also require:

- CV
- Bank Statements (not older than 3 months)
- Documentary Evidence of Residency and Tax Identification Number

These are the minimum requirements, and we may request further information and documentation prior to commencing a business relationship.

MINIMUM IDENTIFICATION DOCUMENTS REQUIRED - INDIVIDUALS

A. PROOF OF IDENTITY

1. In order to establish the identity and signature of all relevant individuals we require a copy of **TWO** of the following:
 - A current valid full passport
 - A current valid national ID card
 - A current valid photographic driving licence
2. The copy must bear a photograph, signature and the number.
3. The copy must be clearly legible

B. PROOF OF RESIDENTIAL ADDRESS

To validate the **home** address of all relevant individuals please provide **TWO** of the following for each applicant:

- A utility bill (e.g. telephone bill, electricity bill, gas bill etc). Please note that a mobile phone bill is NOT acceptable
- A bank or mortgage statement from an internationally recognised bank
- A credit card statement
- A bank reference from an internationally recognised bank confirming the residential address
- A statement of home insurance

The item should preferably be an **original** and be less than three months old. If an original document is not possible then it should be certified.

C. PERSONAL HISTORY

In order to understand our clients' background, and to assist in establishing the most suitable structure and banking arrangements (if required), information regarding our clients' work experience and qualifications is likely to be of considerable assistance, together with a clear understanding of our clients' wealth financial circumstances both past and present.

MINIMUM IDENTIFICATION DOCUMENTS REQUIRED – CORPORATES

In the case of clients that are corporate entities we will require the following:

1. Details of the client company's business, including the nature of the business, source of funds or wealth, annual turnover, asset base, geographical spread of business, number of employees and trading partners.

2. The latest accounts of the company.
3. A certified true copy of the Certificate of Incorporation of the company, and the Memorandum and Articles of Association (or the equivalent).
4. The address of the Registered Office and place of business of the company.
5. If available, a Certificate of Good Standing issued by the Statutory Registry of the country of incorporation of the company or equivalent, proving that the company is in good standing.
6. A Certificate of Incumbency or equivalent, or the results of a company search of the company.
7. A copy of the Board Resolution authorising the client company's officers to establish a client company and showing who is authorised to issue instructions.
8. Copies of Powers of Attorney or equivalent documents which affect the operation of the proposed client company.
9. Personal identification (as above) for:
 - All persons authorised to issue instructionsAND
 - Unless otherwise agreed by us, all directors, shareholders and beneficial owners of the client company.

CERTIFICATION OF DOCUMENTS

Your documents must be certified by a professional person or someone well-respected in your community ('of good standing'). You could ask the following if they offer this service:

- A bank manager of an internationally recognised bank
- A lawyer, accountant, notary public, commissioner of oaths or member of the judiciary
- A British Embassy Official, serving police officer or doctor

It must be noted that the person certifying documents should not be:

- related to you
- living at the same address
- in a relationship with you

For certification of ID documents, the certifier should use the following wording:

"I confirm that this is a true copy of the original document and that the original document photograph is a true likeness of the holder".

For certification of Proof of Address and general documents, the certifier should use the following wording:

"I confirm that this is a true copy of the original document".

The certifier must use an official stamp showing the company name and address, must sign clearly and print their name, date the certification and indicate their position within the company or capacity in which they are signing on the document.

Signed
Name
Title
Address

Date

DELIVERY OF DOCUMENTS

These may be faxed or scanned and emailed to us, but the originals must be sent to us by courier or airmail. We cannot undertake any work until the originals have been received.

If you are unable to supply any of the required documents per the above, you should contact us.

