

**BELIZE INTERNATIONAL BUSINESS COMPANY (IBC) APPLICATION FORM**

Any services provided by Orion Corporate & Trust Services Ltd. are pursuant to the laws of Belize only. To ensure you are in full compliance with the laws and requirements of your jurisdiction, legal and accounting advice in your jurisdiction is recommended. Orion Corporate & Trust Services Ltd. is not in a position to, and does not offer legal advice for any jurisdiction outside of Belize.

1. **Company Name:** Please take note that the words “Aktiengesellschaft”, “Corporation”, “Incorporated”, “Limited”, “Sociedad Anonima”, “Soci t ”, or an abbreviation thereof, must be part of the Company name requested.

Please indicate below the Company name requested plus two alternative choices in order of preference.

I \_\_\_\_\_  
 II \_\_\_\_\_  
 III \_\_\_\_\_

2. **Memorandum & Articles of Association**

- (a) Standard provisions:  The Standard memorandum and articles are popularly used and suitable for most types of business activities.
- (b) Non-standard provisions:  Please provide details of your specific requirements or indicate if you want any specific clause to be added or amended to our standard Memorandum & Articles of Association.

3. (a) **Authorized Share Capital**

- Standard: US\$50,000.00 with one class of shares of US\$1.00 each.
- Non-Standard: US\$ \_\_\_\_\_ divided into \_\_\_\_\_ shares of \_\_\_\_\_ par value

(b) **Share Class**

- Standard: One class of shares with one (1) vote for each share.
- Non- Standard Share classes (if more than one class is needed please fill out the following information:
- Dividends \_\_\_\_\_
  - Voting rights \_\_\_\_\_
  - Repayment rights \_\_\_\_\_
  - Provide information of any restriction you wish to place on the shares \_\_\_\_\_
  - Denomination may be in any unit of US dollars or other currency. No par value shares are allowed. Please indicate the denomination for each class of share:

Class: \_\_\_\_\_

Denomination: \_\_\_\_\_

4. Pursuant to the International Business Companies Act, an international business company may elect:-

- to be exempted from all local taxation in Belize; or
- to be liable to taxes in Belize under the Income and Business Tax Act relating to the profits and gains of the international business company. The international business company that elects to pay taxes in Belize shall file annual tax return based on annual financial statements.

**\*\* If the desired share capital is Ten Million US dollars (USD10,000,000.00) or above please fill out page 6.**



**7. Contact person:** \_\_\_\_\_ Tel: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address:

**8. Public Office:**

(i.) Does any Director, Shareholder, Beneficial Owner, or their close family member hold political or public office in any country?  YES  NO

(ii.) Has any Director, Shareholder, Beneficial Owner, or their close family member held political or public office in any country within the last ten years?  YES  NO

Please elaborate if the answer is YES to any of the above: \_\_\_\_\_

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**9. Correspondence:** Please note that all annual license fees are due on January 2<sup>nd</sup> of each year. Clients are obligated to pay annual fees before date specified on renewal notices sent by Registered Agent to avoid any penalty. In order to ensure timely receipt of notices or renewal invoices, please specify e-mail & mailing address and keep us advised of any changes.

(a)  Send any invoices, notices or other correspondence via

Email \_\_\_\_\_

Airmail \_\_\_\_\_

Fax \_\_\_\_\_

(b)  Do not send any correspondence via  Email  Airmail  Fax

**10. Renewal:** It is agreed by all parties that although Orion will send reminders for Renewal Fees or any outstanding fees due by Owners or on behalf of the Company, it is the residual responsibility of the Owner to request such outstanding amounts annually, as increased fees and penalties may become due depending on how long such fees have not been paid and ultimately leading even to the irreversible striking off of the said Company for non-payment and no responsibility or liability shall rest with Orion or any of its officers or employees in such event of late or increased fees or striking off.

**11. Payment:** We/I authorize Orion Corporate & Trust Services Ltd. to establish a Belize International Business Company in accordance with the foregoing instructions. It is agreed that if we/I request additional work from Orion Corporate & Trust Services Ltd., its nominees, associates, or subsidiaries; I will be billed at the hourly rate of USD150.00 or such other rate as may be mutually agreed between Orion Corporate & Trust Services Ltd. and ourselves/ myself.

**12. Accounting Records:** Under the laws of Belize it is mandatory for all Belize companies and entities to keep reliable accounting records. The accounting records shall include sufficient information to explain the company's transactions and determine the financial position of the entity with reasonable accuracy. The entity shall provide its registered agent with a written record of the physical address of the place(s) where the accounting records are kept and notify the registered agent of any change thereto within fourteen (14) days.

The physical address for retention of accounting records/transaction records for the company is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 APPLICANT SIGNATURE  
 Date:

\_\_\_\_\_  
 APPLICANT SIGNATURE  
 Date:

**Terms & Conditions**

These conditions shall be deemed to be incorporated into all contracts made by Orion Corporate & Trust Services Ltd. ("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. 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 services 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.

1. Any services will be provided 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.
- 2-(1) Where advice is given or documents prepared the Company will use its best endeavors to ensure accuracy or such advice or documents having regard to the nature of the Customer's instructions. (2) Where goods are supplied or documents printed by the Company such goods or documents shall be reasonably adequate for the purpose intended and disclosed to the Company. (3) 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.
3. The Customer warrants:
  - (1) that any instructions given by the Customer will not cause the Company to infringe the law of any country.
  - (2) the accuracy of all information given to the Company by the Customer.
  - (3) 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:
    - A). complete the transfer of such shares to the beneficial owner
    - B). implement the resignations of the employees or nominees of the company from the appointments in question and substitute the appointees of the beneficial owner of the new company.
    - C). thereafter complete the necessary statutory formalities in connection with the appointment of officers, registered office and the issue of shares.
4. 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. 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.
5. The Company will perform the services required for the Customer with all reasonable diligence and skill if however any liability to the Customer shall arise on the part of the Company, its agents (whether under the express or implied terms of the contract or in 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 its own behalf and on behalf of its agents by way of damages of an amount not exceeding USD500 in respect of any one claim or series of connected claims. 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 or contract by the Company in the performance of its services. The Company shall have no liability to any instructions given orally for any misunderstanding or misinterpretation which may arise in relation thereto whether on the part of the Company or the Customer.
6. The Customer shall be responsible for and shall indemnify the Company against 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.
7. If payment shall not have been made by the Customer in accordance with conditions requested by the Company, 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 account of the Customer up to the date of such cancellation.
8. The Customer must inspect any goods supplied immediately upon receipt and shall give written notice to the Company within five working days from such inspection. If the Customer fails to give proper written notice the goods shall be deemed to be in all respects in accordance with the Customer's instructions and the contract.
9. Any mail handling (whether Mail Receiving or Mail Forwarding) agreement between the Company and the Customer applies only to items containing documents of no commercial value and the Company is not responsible for items with commercial value, negotiable instruments or illegal items of whatever form or currency. The Company will not forward or hold suspicious or illegal items on behalf of the Customer, but will report and hand over such items to the proper authorities. The Company does not guarantee the reliability of any mail system in any country, including Belize.
10. If any Trust, IBC, or other structure that Orion provides services for enters litigation or is a party to litigation (as defendant or otherwise), Orion reserves the right to request a deposit or a retainer to cover anticipated legal fees, court costs, other parties attorneys' costs in event of loss, and litigation expenses, the unused portion of which will be refunded. Orion further reserves the right to resign or settle the court action in the best interest of Orion if circumstances dictate (which should be at the sole and absolute discretion of Orion) or if cooperation, communication, or other assistance or facilitation by applicant or beneficial owner is not forthcoming.
11. No. 5 Cork Street, Belize City, Belize is the official registered address for your International Business Company. This address should not be used as an operational address as Orion is not responsible for receiving correspondence on behalf of your company. Orion reserves the right to advise or inform any regulatory agency either in Belize or abroad, or any individual as the case may be, that business operations do not actually occur at our address.

It is agreed that if I request additional work from Orion Corporate & Trust Services Limited, its nominees, associates, or subsidiaries, I will be billed at the hourly rate of USD\$150.00 or such other rate as may be mutually agreed between Orion Corporate & Trust Services Limited and myself. I agree to be bound by any reasonable charges.

\_\_\_\_\_  
APPLICANT SIGNATURE

Date:

\_\_\_\_\_  
APPLICANT SIGNATURE

Date:

**DUE DILIGENCE CONSENT FORM**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Purpose of forming the company:**

- Ownership of a Bank Account \_\_\_\_\_
- Ownership of a Vessel/ Aircraft \_\_\_\_\_
- Holding of Assets \_\_\_\_\_
- Real Estate Investment \_\_\_\_\_
- Trade \_\_\_\_\_
- Investment Vehicles Portfolio \_\_\_\_\_
- Other \_\_\_\_\_

**Nature of Business:** (Please elaborate on the intended business activities of the company.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Beneficial Owner(s):** List particulars of beneficial owner(s)

➤ Name: \_\_\_\_\_ Former Name (if any): \_\_\_\_\_

➤ Nationality/ Passport No: \_\_\_\_\_ Birth Place and Date: \_\_\_\_\_

➤ Occupation: \_\_\_\_\_

➤ Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

➤ Residential Address: \_\_\_\_\_

➤ Service Address (if different from the above): \_\_\_\_\_

➤ Name: \_\_\_\_\_ Former Name (if any): \_\_\_\_\_

➤ Nationality/ Passport No: \_\_\_\_\_ Birth Place and Date: \_\_\_\_\_

➤ Occupation: \_\_\_\_\_

➤ Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

➤ Residential Address: \_\_\_\_\_

➤ Service Address (if different from the above): \_\_\_\_\_

I/We, the undersigned beneficial owner(s) of the above-mentioned company, hereby authorize Orion Corporate & Trust Services Limited ("Orion") formed and organized under the laws of Belize to request any and all reports pertaining to the above-mentioned company and/or individual(s) from any source that Orion in its sole discretion deems necessary or advisable and hereby consent to the transfer of such information or reports to the Orion for due diligence purposed in incorporating and managing the International Business Company. This authorization includes but it not limited to reports and/or information obtainable from police, criminal and other records both locally and internationally. I/We hereby release Orion from any liability arising from conducting and using information obtained from the above-described searches.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

***AUTHORIZED SHARE CAPITAL OF USD\$10,000,000.00 OR ABOVE***

Approval from the International Financial Services Commission (IFSC) is required for registration of IBCs with authorized share capital of Ten Million US dollars (USD\$10,000,000.00) or above.

If you require an IBC with an authorized share capital of USD\$10,000,000.00 or above please complete this application form.

IBC Name: \_\_\_\_\_

Proposed Authorized Share Capital for new IBC: \_\_\_\_\_

or

Increased Share Capital for existing IBC from \_\_\_\_\_ to \_\_\_\_\_

Nature of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose for registration of an IBC with an authorized share capital of Ten Million US dollars (USD\$10,000,000.00) or above is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To whom will the shares of the IBC be issued to and how will the shares be marketed?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any other information that will help the Authority to understand the reason for share capital of Ten Million US dollars (USD\$10,000,000.00) or above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_