

**BELIZE INTERNATIONAL TRUST 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. By filling out this application form you are acknowledging that you have obtained the proper legal and tax advice.

Please use additional sheets if additional space is required when filling out the form.

**SETTLOR**

NAME \_\_\_\_\_

RESIDENT ADDRESS \_\_\_\_\_

TELEPHONE (Home) \_\_\_\_\_ (Office) \_\_\_\_\_ FAX NO. \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ NATIONALITY/ PASSPORT NO. \_\_\_\_\_

OCCUPATION \_\_\_\_\_ E-MAIL \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

1. Do you wish to be named as a beneficiary? \_\_\_ Yes \_\_\_ No
2. Do you wish to be irrevocably excluded as a beneficiary? \_\_\_ Yes \_\_\_ No
3. Do you wish any other person to be named a beneficiary? \_\_\_ Yes \_\_\_ No  
 If "Yes", please provide the following information regarding the additional beneficiaries:

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

4. Income under the said trust shall be distributed as follows:
- A.  Paid to the beneficiaries \_\_\_\_\_ quarterly \_\_\_\_\_ semi-annually \_\_\_\_\_ annually
- B.  Accumulated and added to capital until notice by Settlor

5. Upon your death, do you wish the trust to be:
- A.  Continued
- B.  Continued if the surviving beneficiaries so desire.
- C.  Dissolved and the accrued income and capital distributed to the following persons:

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

**NAME** \_\_\_\_\_ **SHARE (%)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**RELATIONSHIP (IF ANY)** \_\_\_\_\_

6. (i.) Does any Settlor, Beneficiary, or their close family member hold political or public office in any country?  
 Yes     No

- (ii.) Has any Settlor, Beneficiary, 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Is there any ongoing or anticipated litigation involving any of the parties associated with the proposed trust?  Yes     No  
 If "Yes", please provide details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Do you wish **Orion Corporate & Trust Services Limited** to be your Trustee? \_\_\_ Yes \_\_\_ No  
If "No", please provide the following information regarding the Trustee:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

9. Do you wish **Orion Corporate & Trust Services Limited** to provide a Successor Trustee for the Trust? \_\_\_ Yes \_\_\_ No  
If "No", please provide the following information regarding the Successor Trustee(s)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

10. Do you wish **Orion Corporate & Trust Services Limited** to provide a Protector for the Trust? \_\_\_ Yes \_\_\_ No  
If "No", please provide the following information regarding the Protector(s)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

11. Do you wish **Orion Corporate & Trust Services Limited** to provide a Successor Protector for the Trust?  
If "No", please provide the following information regarding the Successor Protector(s)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

12. What assets or sum of money will be the initial trust fund? \_\_\_\_\_  
\_\_\_\_\_

13. What (if any) additional assets do you intend to add to the trust fund?

Cash or Deposit \$ \_\_\_\_\_ in \_\_\_\_\_ ( Bank )

Shares/interest in \_\_\_\_\_ (company)

Any other tangible or intangible asset: \_\_\_\_\_

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

14. Please provide us with the following information regarding the prospective accountant(s) for the trust:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

15. 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:

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

16. Do you wish Orion Corporate & Trust Services Limited to retain an investment adviser for the trust? \_\_\_ Yes \_\_\_ No  
If "No", please provide us with the following information regarding the prospective investment advisers of the trust:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

17. Please provide us with the following information regarding the prospective attorney(s)-at-law of the trust:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

18. What name do you wish for the trust? \_\_\_\_\_  
\_\_\_\_\_

19. Special administrative instruction (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRUSTEE TERMS AND CONDITIONS**

1. Orion Corporate & Trust Services Ltd. ("the Company") as Trustee requires real control of the trust assets. If the Company as Trustee owns the shares of a corporate entity but is not in control of such an entity then the manager of such entity must inform the Company in writing of all operations/transactions that the entity conducts.
2. The Company must be kept fully informed in a timely fashion of any pending, past, current, or anticipated future litigation involving any party associated with the trust or any other matter related to trust that Trustee deems important.
3. If any trust or party associated with the trust that the Company provides services for enters litigation or is a party to litigation (as defendant or otherwise), the Company has the right to request a refundable deposit of at least ten

thousand (USD\$10,000.00) to cover the Company's legal fees, anticipated legal fees, security for costs, court fees, time spent thereon, other parties' attorneys' costs in the event of loss, and litigation expenses. The unused portion of the deposit will be refunded at a time the Company deems appropriate or the matter is completed with no appeal. The Company further reserves the right to resign or settle the court action in the best interest of the Company if circumstances dictate (which should be at the sole and absolute discretion of the Company) or if cooperation, payment, communication, or other assistance or facilitation by settlor(s) or any associated party is not forthcoming or timely.

4. No invoice should remain thirty (30) days past due.
5. Parties associated with the trust include settlor(s), beneficiaries, protectors and their legal advisors and investment advisors. All instructions or comments to the Company should be in writing.
6. The Company retains the right to resign for breach of any above-mentioned clauses or if the Company considers it in its best interest to do so. The Company will give appropriate notice of such resignation.
7. Although not bound by foreign court orders, the Company reserves the right to obey or be guided by such orders especially where it appears that by extension the Company would be deemed to be breaking a law (Civil or Criminal) of any foreign state or Belize or if by its action, or non action, it could be deemed in contempt of that court.

### **OTHER TERMS AND 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:
  - a. that any instructions given by the Customer will not cause the Company to infringe the law of any country.
  - b. the accuracy of all information given to the Company by the Customer.
  - 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:
    - (1) complete the transfer of such shares to the beneficial owner
    - (2) 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.
    - (3) 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 Customers 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.

It is agreed that if I request additional work from the Company, 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 the Company and myself/ourselves.

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

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

**TRUSTEE'S INDEMNITY AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_  
 day of \_\_\_\_\_ Two Thousand \_\_\_\_\_.

BETWEEN: \_\_\_\_\_  
 (Beneficiary/Settlor in both capacities)

(hereinafter COLLECTIVELY called "the Owner" which expression shall in the case of an individual include his/their heirs, Executors, Administrators, personal representatives, successors and assigns and shall in the case of more than one person mean such persons jointly and severally and shall include the survivor or survivors of them and their respective heirs, personal representatives successors and assigns) of the one part

AND

ORION CORPORATE & TRUST SERVICES LTD.  
 (hereinafter called "Orion" which expression shall where the context so admits include its successors in title and assigns) on its own behalf and as supplier of Trustee Services.

WHEREAS:

(a) The Owner at the date hereof is the beneficial Owner of \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called "the Trust") duly registered and existing under the Laws of Belize.

(b) The Owner has requested Orion to execute certain instructions with regard to fund investments and money transfers (attached email) which may not always lead to desired results.

NOW IT IS HEREBY AGREED as follows:

1. Orion shall execute such instructions (hereinafter called "the services" which expression shall include any ancillary or subsequent services related thereto) to or in respect of the Trust as the Owner may from time to time request in writing or in any other

manner selected by the Owner and as Orion in its absolute discretion agrees to supply.

2. As remuneration for the services Orion shall receive from the Owner such fees and in such manner as set out in its fee scale as may be varied from time to time or as may be agreed with the Owner.

3. The Owner will be liable for any consequence of execution of those instructions which are illegal in Belize or elsewhere, are unethical or likely to impair the Trustee's reputation, and without limiting the foregoing or other appropriate restrictions, Owner represents that the instructions are not related in any manner to the following activities:-

- (i) Money laundering
- (ii) drug trafficking
- (iii) proceeds of criminal activities
- (iv) Terrorist activities
- (v) trading in arms and weapons
- (vi) fraud
- (vii) pornography
- (viii) licensable activities e.g. banking, insurance, investment business without such license
- (ix) any other illegal activity

4. The Owner, in consideration of Orion's agreeing to act in accordance with instructions which they receive from the Owner, hereby undertakes to indemnify and keep indemnified the Beneficiaries of the Trust (ascertainable at this time or not) Orion and its employees and directors severally and jointly, from any and all liabilities and actions (criminal or civil) and extending to any loss of value or investment due to poor market conditions or any other reason for loss or diminished value that may arise in connection with the execution of the instructions upon the instructions of the Owner or by reason of any act done, failed to be done, or concurred in, which may have arisen out of, or by reason of the execution of instructions or duties, or supposed duties.

5. The Owner agrees to reimburse Orion or any other Beneficiary (or their Guardians) for all reasonable out of pocket expenses including but not limited to travel expenses, telephone and fax

expenses, legal fees, travel, outside reproduction and printing, courier charges, stationery and other similar related costs incurred in any action anywhere should court proceedings brought by any party including Owner arise.

Signed by the Owner in dual capacity as Settlor and Beneficiary:

\_\_\_\_\_

\_\_\_\_\_

Witness

Signed on behalf of Orion Corporate & Trust Services Ltd.

\_\_\_\_\_

\_\_\_\_\_

Witness



**DUE DILIGENCE CONSENT FORM**

**NAME OF TRUST:** \_\_\_\_\_

**SETTLOR:** \_\_\_\_\_

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

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

**Purpose of forming the trust:**

- 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 trust and the source of the initial trust funds. Kindly provide the CV of the settlor and any other relevant supporting documentation.) \_\_\_\_\_

**Beneficial Owner(s)** \_\_\_\_\_

**Home Address(es):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_      **Fax:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_      **Nationality** \_\_\_\_\_

**Passport Number:** \_\_\_\_\_

**Social Security / Country Resident ID number:** \_\_\_\_\_

I/We, the undersigned the settler(s) of the Trust, hereby authorize Orion Corporate & Trust Services Limited (“Orion”) establish a trust under the laws of Belize to request any and all reports pertaining to the above-mentioned trust 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 establishing and managing the above-mentioned trust. 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