



Company Application Form

George Theocharides LLC

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P.O.Box 59631

4011, Lemesos - CYPRUS

INSPIRING BUSINESS RELATIONSHIP

THIS COMPANY APPLICATION FORM APPLIES ONLY IF THE BENEFICIAL OWNER OR SHAREHOLDER IS AN EXISTING COMPANY

Completion Instructions:

Page 3. Proposed Company Information - Must be completed as precisely as possible.

Page 4. Company Beneficial Owner stated in pages 4 and 5 must be completed and signed by the Director.

Page 5. Intermediary Introduction Declaration in page 6 must be completed only if referred by an intermediary professional.

Please read our Terms and Conditions and send the completed, duly signed and certified to:

George Theocharides LLC, Advocates, P.O.Box 59631, 4011 Limassol, Cyprus or via Courier at the Office Address.

Notes:

The administration of the company by George Theocharides LLC will be subject to our Terms and Conditions, which have been provided to the Client. Words and phrases, the definitions of which are contained or referred to in the George Theocharides LL Terms and Conditions, shall be construed as having the meanings thereby attributed to them. George Theocharides LLC reserves the right to decline any company order at its absolute discretion.

A.1 Jurisdiction:

☐ Use any pre-approved name

Alternatively propose three names:

A.2 Business Activities (Please describe the purpose of the company and details of its intended business activities and estimated annual revenue):

A.3 Capital: (Unless instructed to the contrary, the company will be incorporated with a standard authorized share capital of the relevant Jurisdiction. Please note that in Cyprus this is €1.000)
☐ 1000EUR

☐ 5000EUR

Other specify:

A.4 Specify the details of the shares to be issued:
Beneficial Owner full Name
Class of Shares
Number of shares

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Person:

Tel.:

Email:

A.5 Please select below the services required:
☐ Company secretary

☐ Registered office

☐ Local corporate director

☐ Open bank account

☐ Arrange access for Internet Banking

☐ Cryptographic device for transfers

☐ Debit Card

☐ Office facilities

☐ Company website

☐ Tax registration (I.R.D)

☐ VAT registration

☐ Bookkeeping

☐ Auditor for annual accounts

A.6 Bank Due Diligence

Expected turnover:

Source of Income:

Value of assets (if any):

Specify the expected credits into the account (i.e. credits through distributions, receipts from issued invoices, payroll, etc):

Specify the countries dealing with or operating in:

Specify the expected origin of funds to be credited into the bank account:

Specify the countries for expected outgoing destinations:

Any other information:

B.2 If Beneficial Owner is a Company as specified in Section A.4 please complete this section:

Please provide us notarized copies of the Registration certificate, Registered Office certificate, Officers certificate, shareholders certificate and Articles and Memorandum of Association.

Each Director and Shareholder must attach:

1. Certified copy of the identity page of his passport.
2. A utility bill (Electricity or Water or Gas or Land Telephone or Latest bank statement) showing the place of residence (Sollar phone bill or P.O.Box address are not acceptable)
3. A Bank Reference letter showing good financial standing with his bank.

Company name:

Registration number:

Registered Address:

County of Registration:

Please select the capacities that shareholder will act in the proposed new company:

- ☐ Shareholder ☐ Company Director ☐ Company Secretary
☐ Please supply a Trustee Shareholder ☐ Power to instruct

A. Shareholder full name:

Nationality: Passport No: Occupation:

Residential address:

Tel. (home): Tel. (business): Tel (Mobile):

Fax : Email: Email2:

Please select the capacities that shareholder will act in the proposed new company:

- ☐ Shareholder ☐ Company Director ☐ Company Secretary
☐ Please supply a Trustee Shareholder ☐ Power to instruct

B.Shareholder full name:

Nationality: Passport No: Occupation:

Residential address:

Tel. (home): Tel. (business): Tel (Mobile):

Fax : Email: Email2:

Please select the capacities that shareholder will act in the proposed new company:

- ☐ Shareholder ☐ Company Director ☐ Company Secretary
☐ Please supply a Trustee Shareholder ☐ Power to instruct

B.Shareholder full name:

Nationality: Passport No: Occupation:

Residential address:

Tel. (home): Tel. (business): Tel (Mobile):

Fax : Email: Email2:

Please select the capacities that Director(s) will act in the proposed new company:

- ☐ Shareholder ☐ Company Director ☐ Company Secretary
☐ Please supply a Director ☐ Power to instruct

A. Director full name:
Nationality: Passport No: Occupation:
Residential address:
Tel. (home): Tel. (business): Tel (Mobile):
Fax : Email: Email2:

Please select the capacities that Director(s) will act in the proposed new company:

- ☐ Shareholder ☐ Company Director ☐ Company Secretary
☐ Please supply a Director ☐ Power to instruct

B. Director full name:
Nationality: Passport No: Occupation:
Residential address:
Tel. (home): Tel. (business): Tel (Mobile):
Fax : Email: Email2:

Declaration:

I the undersigned, Director of the above Company, duly authorised by the Board of Directors, hereby declare that all of the above provided information is true and correct.

1. I have attached notarised copies of the companies certificates and Articles and Memorandum of Association of the company.
2. I attached copies of the identification pages of our valid passports showing our photograph and signature, bank reference and a utility bill showing our residence address.
3. I declare and confirm that we are not currently insolvent and any contemplated transfer of assets to the company will not render us insolvent as defined in our country of citizenship, residence, or Cyprus or in any other country.
4. I declare and confirm that none of the company's assets, net worth, income or activities relate in any manner to Money Laundering or any activity that I know to be or have reason to believe is illegal in my country of citizenship/residence, Cyprus or any other country.
5. I do not intend to hinder, delay or defraud any creditors or engage in any illegal conduct in relation to creditors and do not intend to engage the services of George Theocharides LLC or any of its related companies in order to facilitate or otherwise engage in such activity.
6. I have read and initialled on each page and understood George Theocharides LLC "Terms and Conditions" and accept and agree to be bound by these terms and conditions in my relationship with George Theocharides LLC.

Date: Signature: Capacity:



I, the undersigned, in our capacity as professionals introduce the following:

Name	Passport Number	Country of Residence

To George Theocharides LLC, In relation to the incorporation of a legal entity,

To the best of our knowledge, the above introduced person(s) have never been involved in money laundering or any other illegal activities in any jurisdiction. As far as we know, they are credit worth and trustworthy.

Sincerely yours,

Full address & contact details of introducer:

Full Name:

Company name:

Address:

Tel. Fax email

I. DEFINITIONS

"Beneficial Owner" means the Person who either directly or indirectly through his/her Professional Intermediary instructed George Theocharides LLC to form the Company and/or provide the Services and is the Person disclosed to the bank, brokerage or other third party supplier of Services as the Beneficial Owner.

"Client" means the Beneficial Owner of the Company or representative authorized by the Beneficial Owner of the Company who has requested George Theocharides LLC to provide Services to the owner or representative of the Company.

"Company" means any company, trust, foundation, mutual fund or other legally recognized structure established and/or administered by George Theocharides LLC.

"Designated Person" means a representative designated in writing and advised to George Theocharides LLC by the Client to handle specific matters relating to the Client.

"Direct Cost" means any costs incurred by George Theocharides LLC on behalf of the Client or his/her Company regardless of whether or not the Direct Cost is incurred in furtherance of the Services.

"George Theocharides LLC" means George Theocharides Lawyers Limited Company or any company affiliated/associated with George Theocharides LLC.

"Cyprus" means the Republic of Cyprus.

"Person" means any natural person or legal entity.

"Professional Intermediary" means lawyers, accountants, investment advisors, fiduciary service providers and other similar professionals.

"Services" means, but is not limited to, company formation, administration, registered agent, company secretarial, directors or nominee shareholders, bank or brokerage introductions, trustee, consultancy and other similar or related services provided by George Theocharides LLC to the Client's Company.

II. REFUSAL TO PROVIDE OR TO CONTINUE PROVIDING SERVICES

George Theocharides LLC reserves the right at any time to refuse to or to discontinue providing Services, without notice and without reason, to any Client or his/her Company.

III. CLIENT AND COMPANY INFORMATION - PRIVATE AND CONFIDENTIAL

George Theocharides LLC maintains Client and Company information, such as the name, contact details and any other information concerning the Client or company is private and confidential.

As such, the information provided by the Client to George Theocharides LLC or that acquired by George Theocharides LLC during the provision of Services is stored in a secure location, is accessible only by designated staff of George Theocharides LLC, and is and will be used only for the purpose for which the Client provides the information. Client and Company information will not be disclosed to third parties without the Client's express written consent or to further the purpose for which the information was provided or if disclosure is required by law or is compelled by a competent court of law.

IV. CLIENT'S RESPONSIBILITIES

A. The Client shall provide George Theocharides LLC with a signed Company Order Form and Beneficial Owner Declaration inclusive of all due diligence information indicated in the Company Order Form and Beneficial Owner Declaration. The Client shall also provide, if applicable, all other information required by banks, brokerage firms or other third parties with which the Client instructs George Theocharides LLC to engage in relation to the Company or provision of Services to the Company or the Client.

B. The Client shall ensure George Theocharides LLC always has correct contact details and instructions regarding all matters regarding the Client's Company and Services requested by the Client. This includes, but is not limited to, informing George Theocharides LLC of details of transactions and copies of agreements or commitments entered into by the Company, any conduct of the Client or the Client's Company that may result in litigation or other adverse consequences, and other similar matters. George Theocharides LLC is not responsible for consequences where such information has not been accurately provided by the Client.

C. The Client shall not involve the Company in any unlawful act or conduct as the same may be defined in the jurisdictions in which the Client's Company does business or has adverse legal implications in the jurisdiction in which the Client resides and/or is liable for taxation in. The Client understands and confirms that it shall be the Client's sole responsibility to determine whether any such acts or conduct are unlawful. The Client understands and confirms that George Theocharides LLC shall not be responsible for any unlawful act or conduct in which the Client or its Company has been engaged.

D. The Client shall be responsible for all financial commitments of its Company and understands and, consequently, the Client confirms that George Theocharides LLC is not responsible for any financial commitments of the Client's Company.

E. The Client shall indemnify and hold harmless George Theocharides LLC, its affiliates, directors, employees and agents from and against all claims, actions, costs (including legal) and liabilities arising out or relating to the failure of the client to comply to these Terms and Conditions and the Services provided to the Client and the Client's Company.

V. FEES AND DIRECT COSTS

A. The Client undertakes to make payment of the negotiated and agreed fees for Services charged by George Theocharides LLC upon the Client receiving an invoice from George Theocharides LLC and the Services actually being provided to the Client or the Client's Company by George Theocharides LLC for the same.

B. The Client undertakes to pay George Theocharides LLC, in advance, or when agreed between the Client and George Theocharides LLC to reimburse, all Direct Costs of any kind relating to the Client's Company. The Client understands and confirms that George Theocharides LLC shall not be liable for any penalties, fines or other liabilities incurred by the Client or by the Client's Company.

C. The Client is responsible for informing George Theocharides LLC in a timely manner regarding the Client's decision to discontinue the Client's Company or the provision by George Theocharides LLC of Services to the Client or the Client's Company. Any failure by the Client to provide such information in a timely manner and the adverse consequences that may result from such failure are the sole responsibility of the Client.

VI. DIRECTORS, NOMINEE SHAREHOLDERS AND REGISTERED OFFICE

A. Directors provided by George Theocharides LLC shall at all times review and consider requests from the Client in relation to the Client's Company or Services provided to the Client or the Client's Company, but Directors provided by George Theocharides LLC shall not be required to act in any manner they deem to be dishonest, illegal, improper or unethical regardless of whether or not such requests are in fact dishonest, illegal, improper or unethical.

B. George Theocharides LLC shall procure the resignation of Directors provided by George Theocharides LLC upon written request from the Client.

C. Nominee Shareholders provided by George Theocharides LLC shall issue a declaration of trust to the Client or the Client's Designated Person in relation to shares owned, as a matter of law, by such Nominee Shareholders provided by George Theocharides LLC to the Client's Company.

D. George Theocharides LLC or the registered agent in the relevant jurisdiction may relocate offices at any time and such a move may require hanging of the mailing or registered office address of the Client's Company. George Theocharides LLC shall provide the Client as much advance notice as possible of any such move, but the Client understands and agrees that George Theocharides LLC shall not accept responsibility for any costs incurred by the Client or the Client's Company as a result thereof.

VII. DISCLAIMER OF LIABILITY

George Theocharides LLC expressly disclaims any liability to the Client, the Client's Company, and all third parties for any damage or loss to the Client, the Client's Company or any other Person arising out of the use of the Client's Company or the provision by George Theocharides Law

Office of Services to the Client, the Client's Company or any other Person.

VIII. GENERAL PROVISIONS

A. All instructions or requests concerning the Client, the Client's Company or Services to be provided by George Theocharides LLC to the Client or the Client's Company shall be given by the Client in writing to George Theocharides LLC.

B. All communications in relation to Services provided by George Theocharides LLC to the Client or the Client's Company shall be deemed received by the Client or the Client's Company if sent to the postal address, email address or facsimile provided to George Theocharides LLC by the Client or the Client's Company.

C. George Theocharides LLC shall not be responsible for consequences arising from non-receipt of instructions for any reason. The Client has responsibility to ensure they receive receipt of George Theocharides LLC's confirmation of instructions and it is recommended they do so if the instruction is substantial, time sensitive or material.

D. George Theocharides LLC reserves the right to read, review or inspect any communications, documents or other items received at George Theocharides LLC's office for the Client or the Client's Company.

E. These Terms and Conditions supersede any other understanding the Client believes he/she has with George Theocharides Law Office, whether oral or written, and no variation of these Terms and Conditions shall be effective unless agreed in writing by George Theocharides LLC.

F. Any and all obligations of George Theocharides LLC shall cease immediately if the Client fails to observe these Terms and Conditions or if George Theocharides LLC learns that the Client's Company is or has been used for activities other than that disclosed by the Client in the Company Order Form or the Client has provided incorrect information at any time to George Theocharides LLC with regard to any aspect of his/her Company.

G. These Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of Cyprus and all disputes arising in connection thereto shall be finally settled by the Cyprus Courts in accordance with the Cyprus law.