



Company Application Form

George Theocharides LLC

137 Gladstonos Str, Taitou Court, Suite 303

Lemesos, 3032 - CYPRUS

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<http://www.theocharides.com>

Email: info@theocharides.com

INSPIRING BUSINESS RELATIONSHIP

THIS COMPANY APPLICATION FORM APPLIES ONLY IF THE BENEFICIAL OWNER OR SHAREHOLDER IS A PHYSICAL PERSON

Completion Instructions:

Page 3. Must be completed as precisely as possible.

Page 4. Each Beneficial Owner stated in pages 4 or 5 must complete and sign the Beneficial Owner Declaration.

Page 5. Intermediary Introduction Declaration 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)

1.000 EUR 5.000 EUR Other specify: []

A.4 Specify the details of the shares to be issued:

Beneficial Owner full name:	Class of shares	Number of shares
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

Contact person: [] Tel.: [] Email: []

A.5 Please select below the services required:

- Company secretary
- Open bank account
- Debit card
- Office facilities
- Tax registration (I.R.D.)
- Bookkeeping
- Registered office
- Arrange access for internet banking
- Company website
- VAT registration
- Auditor for annual accounts
- Local corporate director
- Cryptographic device for transfer

A.6 Bank Due Dilligence

Annual income: [] Source of income: []

Anticipated turnover: [] Value of assets (if any): []

Specify the expected credits into the account: (i.e. credits through distribution, 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:

[]



If Director is other than Beneficial Shareholder:

Director is a physical person:

Each Director must attach:

1. Notarized copy of the identity page of her/his passport.
2. An utility bill (Electricity or water or gas or land telephone-line or latest bank statement) showing the place of residence (Mobile-phone bill or P.O.Box addresses are not acceptable)
3. A Bank Reference letter showing good financial standing with her/his bank.

Please note that details of each Director may be disclosed to the bank (Cyprus or elsewhere) where an account for the company will be maintained. Banks are bound by the bank confidentiality. Directors must complete the Directors Declaration as well.

Directors full name:

Nationality: Passport No.: Occupation:

Residential address:

Tel. (Home): Tel. (Business): Tel.(Mobile):

Fax.: Email: Email 2:

Directors Declaration

I, the undersigned, as Director of the proposed company, hereby declare that all of the above provided information is true.

1. I have attached copies of the identification pages of my valid passport showing my signature and photograph.
2. I declare and confirm that I am not currently insolvent and any contemplated transfer of assets to the company will not render me insolvent as defined in my country of citizenship residence, Cyprus or in any other country.
3. I declare and confirm that none of my or 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 are illegal in my country of citizenship/ residence, Cyprus or in any other country.
4. 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.
5. 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 or its related companies.

Date: Signature: Capacity:



If Director is other than Beneficial Shareholder:

Director is a Company:

Each Director must attach:

- 1. Notarized copies of the Registration Certificate, the Registered Office Certificate, the Officers Certificate, the Shareholders Certificate and of the Articles and Memorandum of Association.

Please note that details of each Director may be disclosed to the bank (Cyprus or elsewhere) where an account for the company will be maintained. Banks are bound by the bank confidentiality. Directors must complete the Directors Declaration as well.

Company Name:

Registration Number:

Registered Address:

Country of Registration:

Directors Declaration

We, the undersigned, as Director of the proposed company, hereby declare that all of the above provided information is true.

- 1. We have attached notarized copies of the Registration Certificate, the Registered Office Certificate, the Officers Certificate, the Shareholders Certificate and of the Articles and Memorandum of Association.
- 2. We 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 residence, Cyprus or in any other country.
- 3. We declare and confirm that none of our or the company's assets, net worth, income or activities relate in any manner to money laundering, or any activity that we know to be or have reason to believe are illegal in our country of residence, Cyprus or in any other country.
- 4. We 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.
- 5. We 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 our relationship with George Theocharides LLC or its related companies.

Date: Signature: Capacity:



If each Beneficial owner is a physical person as specified in section A.4 please complete this section:

Each Beneficial owner must attach:

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

Please note that details of each Beneficial owner may be disclosed to the bank (Cyprus or elsewhere) where an account for the company will be maintained. Banks are bound by the bank confidentiality. Beneficial Owners must complete the Beneficial Owners Declaration as well.

B.1 Beneficial Owner. Please select the capacities that you will act in the proposed company:

Beneficial Owner full name:

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

Nationality: Passport No: Occupation:

Residential address:

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

Fax : Email: Email2:

Beneficial Owner Declaration

I, the undersigned, as Beneficial Owner of the proposed company, hereby declare that all of the above provided information is true.

1. I have attached copies of the identification pages of my valid passport showing my signature and photograph.
2. I declare and confirm that I am not currently insolvent and any contemplated transfer of assets to the company will not render me insolvent as defined in my country of citizenship residence, Cyprus or in any other country.
3. I declare and confirm that none of my or 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 are illegal in my country of citizenship/ residence, Cyprus or in any other country.
4. 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.
5. 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 or its related companies.

Date: Signature: Capacity:



If each Beneficial owner is a shareholder as specified in section A.4 please complete this section:

Each Beneficial owner must attach:

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

Please note that details of each Beneficial owner may be disclosed to the bank (Cyprus or elsewhere) where an account for the company will be maintained. Banks are bound by the bank confidentiality. Beneficial Owners must complete the Beneficial Owners Declaration as well.

B.1 Beneficial Owner. Please select the capacities that you will act in the proposed company:

Beneficial Owner full name:

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

Nationality: Passport No: Occupation:

Residential address:

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

Fax : Email: Email2:

Beneficial Owner Declaration

I, the undersigned, as Beneficial Owner of the proposed company, hereby declare that all of the above provided information is true.

1. I have attached copies of the identification pages of my valid passport showing my signature and photograph.
2. I declare and confirm that I am not currently insolvent and any contemplated transfer of assets to the company will not render me insolvent as defined in my country of citizenship residence, Cyprus or in any other country.
3. I declare and confirm that none of my or 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 are illegal in my country of citizenship/ residence, Cyprus or in any other country.
4. 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.
5. 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 or its related companies.

Date: Signature: Capacity:



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

Name	Passport Number	Country of Residence

to George Theocharides LLC for the incorporation of a legal entity.

To the best of our knowledge, the above introduced persons 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.

Limassol, Cyprus - 05.10.2010