



# COMPANY APPLICATION FORM

Please complete this form using BLOCK CAPITALS throughout and return with supporting documentation to the address at the bottom of this page.

## SECTION 1 - Company Details

Required Jurisdiction of Incorporation:



State required name of company: (Please give three alternatives)



1.

2.

3.

Proposed activity of the company (Please give a full detailed description)



Expected turnover of the company: (In the first twelve months)

Please insert the contact details you would like the company documentation to be sent to:

Country:

Postcode:

Home Tel No:

Please indicate postal method:

Registered post

Courier (Additional min £50)

Business Tel No:

Please insert the contact details to which you would like any correspondence forwarded to:

Country:

Postcode:

Home Tel No:

Fax No:

Business Tel No:

E-Mail:

Reason for setting up an offshore company and the long term intentions for it:



Please provide details of the funds that you will be placing into the company and the source of those funds (e.g. from savings, inheritance, sale of a property etc. Please provide the exact source e.g. naming the person from whom you inherited the funds and when, the address of the property sold and the date.



Please provide the name of and address of the bank that will provide the initial funds for the company

Please provide details of the amount and number of payments in and out in the first year for the structure and from where you expect this income to originate



**SECTION 2 - Directors Details Please tick the appropriate box:**

Charterhouse Lombard Limited to provide Directors



The following are to be recorded as Directors



For each Director we will require Know Your Client information as set out under Section 10 'Know Your Client Requirements'.

**Director 1**

Title: (PLEASE TICK) Mr Mrs Miss Other

Surname: (IN FULL)
Forename(s): (IN FULL)
Home Address:
Country:
Postcode:
Home Tel No:
Business Tel No:
Fax No:
E-Mail:
Nationality:
Occupation:

**Director 2**

Title: (PLEASE TICK) Mr Mrs Miss Other

Surname: (IN FULL)
Forename(s): (IN FULL)
Home Address:
Country:
Postcode:
Home Tel No:
Business Tel No:
Fax No:
E-Mail:
Nationality:
Occupation:

**SECTION 3 - Secretary Details Please tick the appropriate box:**

Charterhouse Lombard Limited to provide Company Secretary



The following person is to be recorded as the Company Secretary



For the Company Secretary we will require Know Your Client information as set out under Section 10 'Know Your Client Requirements'.

Title: (PLEASE TICK) Mr Mrs Miss Other



Surname: (IN FULL)
Forename(s): (IN FULL)
Home Address:
Country:
Postcode:

Home Tel No:
Business Tel No:
Fax No:
Email:
Date of Birth:
Nationality:

**SECTION 4 - Special Instructions**



**SECTION 5 - Shareholders Details Please tick the appropriate box:**

Charterhouse Lombard Limited to provide Shareholders  The following persons are to be recorded as Shareholders   
For each Shareholder we will require Know Your Client information as set out under Section 10 'Know Your Client Requirements'.

**Shareholder 1**

Title: (PLEASE TICK) Mr Mrs Miss Other

**Shareholder 2**

Title: (PLEASE TICK) Mr Mrs Miss Other

Surname: (IN FULL)	Surname: (IN FULL)
Forename(s): (IN FULL)	Forename(s): (IN FULL)
Home Address:	Home Address:
Country:	Country:
Postcode:	Postcode:
Home Tel No:	Home Tel No:
Business Tel No:	Business Tel No:
Fax No:	Fax No:

**SECTION 6 - Beneficial Owner(s) Details**

For each Beneficial Owner we will require Know Your Client information as set out under Section 10 'Know Your Client Requirements'.

**Beneficial Owner 1**

Title: (PLEASE TICK) Mr Mrs Miss Other

**Beneficial Owner 2**

Title: (PLEASE TICK) Mr Mrs Miss Other

Surname: (IN FULL)	Surname: (IN FULL)
Forename(s): (IN FULL)	Forename(s): (IN FULL)
Home Address:	Home Address:
Country:	Country:
Postcode:	Postcode:
Home Tel No:	Home Tel No:
Business Tel No:	Business Tel No:
Fax No:	Fax No:
E-Mail:	E-Mail:
Date of Birth:	Date of Birth:
Nationality:	Nationality:
Place of Birth	Place of Birth
Country of Tax Residence	Country of Tax Residence
Country of Domicile	Country of Domicile
Occupation	Occupation
Estimated Net Worth	Estimated Net Worth

SECTION 6 - Beneficial Owner(s) Details cont....	Beneficial Owner 1	Beneficial Owner 2
<p><b>Bankruptcy</b></p> <p>Have you or any corporation of which you have been an officer, director or a shareholder (holding more than 10% interest) ever been obliged to come to an agreement with creditors?</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p><b>Tax, Audit &amp; Tax returns</b></p> <p>Are your local tax returns filed to date?</p>	<p>If no, please provide further details</p>	<p>If no, please provide further details</p>
<p><b>Litigation</b></p> <p>Are you or have you been the subject of court proceedings, legal action, litigation or an Investigation by the authorities in any jurisdiction?</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p><b>Liabilities</b></p> <p>Do you currently have any direct or indirect (e.g. as guarantor) liabilities For any loan in excess of GBP100,000 or currency equivalent?</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p><b>Criminal Offences</b></p> <p>Have you, or any corporation of which you have been an officer, Director or shareholder (holding more than 10% interest) ever Been convicted of any crime (other than minor traffic violations), Indicted or the subject of any investigation by any law of enforcement agency, regulatory body or any foreign agency or government?</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p><b>Other names</b></p> <p>Have you ever used, or do you currently use, a name other than that provided above?</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p><b>Financial/Tax/Legal Advice</b></p> <p>Have you taken any financial. tax or legal advice concerning the use of the offshore structure? (If so please provide a copy of the advice)</p>	<p>If yes, please provide further details</p>	<p>If yes, please provide further details</p>
<p>Have you ever used a tax planning structure in the past? (if so, please provide further details in the box provided)</p>		

## SECTION 7 - Payment Details

Please tick the box to indicate method of payment in accordance with the note below.

Funds have been sent by Telex Transfer direct to your account in accordance with the note below.

I/We would like to pay by Credit/Debit Card and the relevant details appear below:

Credit/Debit Card:  Visa  Mastercard  Diners  Switch  Solo

Card Number:

Expiry Date:  M  M  Y  Y

Name as it appears on card:

Address to which card statements are sent:

Country:

Postcode: Signed:

Print Name: (IN BLOCK CAPITALS)

Dated:

I/We enclose a bankers draft/international money order/cheque drawn in accordance with the instructions contained within the notes below

### Payment Notes

Payment can be made by cheque drawn on a Sterling bank account, International Money Order, Bankers Draft or by Direct Transfer to our bank account held in the name of:

Charterhouse Lombard Limited,  
Barclays Bank Plc,  
PO Box 9, Victoria  
Street, Douglas,  
Isle of Man.  
Account Number 50532479  
Sort Code 20-26-74  
Swift Code BARCGB22

If payment is made by direct transfer, it is most important that there is a clear reference to the proposed company name to enable funds to be identified.

**SECTION 8**

**INDEMNITY COVERING RECEIPT OF FACSIMILE/TELEPHONE/E-MAIL INSTRUCTIONS FROM THE CLIENT FOR TRANSFER OF FUNDS**

To: Charterhouse Lombard Limited and any subsidiary company (hereafter called Charterhouse)


**IN CONSIDERATION** of Charterhouse from time to time (at its discretion and until it notifies me) effecting transfers to or from any accounts associated with me, upon receipt of messages by Facsimile/Telephone/E-Mail purporting to be instructions from me, and **Provided that** any such Facsimile/Telephone/ E-Mail instructions reasonably appear or purport to be from me and the instructions are checked (as to the amount and the payee) by Charterhouse.

I agree in order to induce Charterhouse to act in reliance on any such instructions from time to time to keep Charterhouse indemnified at all times from and against all actions, proceedings, claims and demands which may be brought against Charterhouse and all losses, costs, charges, damages and expenses which Charterhouse may incur or sustain or for which it may become liable by reason having acted on such instructions and notwithstanding that any such instructions may not have been duly authorised by me. I further agree to reimburse Charterhouse on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of the Indemnity.

Without prejudice to the foregoing Charterhouse will be entitled to treat all such instructions as being duly authorised by me and may debit accounts associated with me notwithstanding that any such payment may cause any account(s) associated with me to be overdrawn or increase any existing overdraft and without making any further enquiry. I further agree that it will, now and at all times hereafter, unconditionally honour and ratify Charterhouse's actions taken in accordance with such instructions. However nothing contained herein shall oblige Charterhouse to make any payment and Charterhouse may at its discretion decline to act on any such instructions.

I hereby accept that a signed or initialled entry by any Charterhouse employee on any record kept by Charterhouse purporting to indicate that the conditions mentioned above also have been satisfied shall be admissible as prima facie evidence of satisfaction of the conditions.

This Indemnity shall be governed by the Isle of Man Law and the jurisdiction of the Isle of Man courts [however, if it considers it appropriate Charterhouse may take proceedings against the customer in any other court of competent jurisdiction (whether concurrently or not with any other proceedings)].

Dated:
Signed by: 
(Print Name):

## TERMS AND CONDITIONS OF BUSINESS

### 1. DEFINITIONS

1.1 In these terms and conditions of business the words and phrases shall, save where the context requires otherwise, have the following meaning:

**"Appointee"** means all persons or body corporate provided by us to act as a director or other officer, trustee, manager, signatory, or shareholder of any Entity;

**"Employee"** means our directors, officers, consultants, employees and partners;

**"Entity"** means any body corporate, partnership, trust, settlement, foundation, association or other person in respect of which the Services are provided;

**"Fee Schedule"** means the schedule of charges issued from time to time by us in respect of the Services;

**"Illegal or Prohibited Activity"** means:

(i) trading or other illegal activities relating to money laundering, receiving the proceeds of drug trafficking or terrorist activities, 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 and the Isle of Man;

(ii) activities prohibited by us, which include: trading in arms, weapons or munitions, pornography, dealing in hazardous chemicals or toxic waste, pyramid sales and gambling;

(iii) unless otherwise agreed in writing between you and us, e-gaming, financial business involving soliciting funds from the public, the management of third party investments, offering investment advice to the public or the operation and administration of collective investment schemes;

(iv) for any other purpose which is illegal under the laws of the jurisdiction of incorporation or the situation of any establishment of any Entity or which may damage our good reputation;

**"Managing Agent"** means a person who may in writing be authorised by you to issue requests or instructions to us or to accept service of any notice from time to time issued by us relating to the Entity.

**"Prohibited Client"** means persons (real or legal):

(i) prohibited under the laws of any jurisdiction by reason of being a minor or having no legal capacity (for whatever reason) or otherwise disqualified from or unqualified to be a party to a contract;

(ii) who are undischarged bankrupts or disqualified from acting as a company director or company officer or from engaging in the management of a company or found guilty of any serious criminal offence;

(iii) who have been proven to have acted in a fraudulent or dishonest manner in any civil proceedings;

(iv) who are resident in a jurisdiction subject to any international restriction or 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 and the Isle of Man;

**"Services"** means all services provided to you, or carried out or performed for or on behalf of or in connection with (whether before or after its establishment) any Entity by us or Appointee or Employee (including without limitation, acting as or providing trustees, nominees, directors, shareholders, partner, or such other positions as may be requested and the administration of such Entity);

**"Terms and Conditions"** means these terms and conditions of business together with the attached letter of engagement and its schedules which set out the terms upon which we will provide Services;

**"We/Us/Ourselves"** means **Charterhouse Lombard Limited** and its subsidiaries, nominees and associated companies, its officers, directors, partners and employees or any agents or consultants thereof including successors and assigns;

**"You/Your"** means any person to whom we provide Services, and/or any person who requests we provide Services to an Entity, and/or any Entity to whom we provide Services. In the case of an individual includes their heirs, personal representatives 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 and assigns. In case of a body corporate this includes its successors and assigns;

**"Your Appointee"** means any person who is not an officer of Charterhouse Lombard Limited and who may from time to time be nominated or appointed to act as Managing Agent, director, alternate director, secretary, assistant secretary, manager, partner, trustee, protector, beneficiary, bank account signatory, other officer, grantee of a power of attorney, administrator, registered agent, provider of a registered office or address for legal service or registered shareholder of the Entity (which expression shall include any of them);

1.2 Terms used in these terms and conditions of business and not otherwise defined shall have the same meaning given to them as in the attached letter of engagement.

### 2. INTRODUCTION AND INSTRUCTIONS

2.1 Charterhouse Lombard Limited is a company incorporated in the Isle of Man under company number 093751C having a registered office located at 1<sup>st</sup> Floor, Viking House, St. Paul's Square, Ramsey, Isle of Man IM8 1GB and is licensed by the Isle of Man Financial Services Authority. Charterhouse Lombard Limited may be contacted at the above address.

2.2 These Terms and Conditions set out the basis on which we provide the Services to you.

2.3 By instructing us to act on any matter we are authorised to take any necessary or reasonable steps to protect your interests in that matter, unless you instruct us to the contrary.

2.4 We shall be entitled to act upon the instructions of Your Appointee or any of your apparently authorised employees or agents and to rely upon any information provided to us by such employees or agents.

2.5 Acceptance of the commencement (or the continuation) of the provision of Services to you shall be deemed to be your acceptance of the Terms and Conditions in full whether or not you have signed the letter of engagement. You must notify us immediately if you do not accept some or all of our terms and conditions.

2.6 Time shall not be of the essence in the Terms and Conditions.

### 3. PROHIBITED BUSINESS

3.1 You declare that you are not a Prohibited Client and undertake not to conduct any illegal or Prohibited Activity. We reserve the right to terminate Services and to cease to act, without notice, for you if you become a Prohibited Client or engage in any Illegal or Prohibited Activity;

3.2 Notwithstanding the provisions of Clause 3.1 we reserve the right to provide Services at our sole discretion.

### 4. YOUR DUTIES, OBLIGATIONS, WARRANTIES AND UNDERTAKINGS

4.1 Where applicable, you agree on demand, and shall procure that the Entity agrees on demand, to provide to us such information, records and financial statements as we consider necessary in order to ensure that the Entity complies with all applicable legislation and that our Appointees can perform their duties to the standard imposed by all applicable legislation.

4.2 Where applicable, you are responsible for ensuring that you have taken and warrant that you have taken all necessary tax and legal advice in all relevant jurisdictions with regard to the establishment and operation of the Entity and for ensuring that the activities or proposed activities of the Entity will not breach the laws of any relevant jurisdiction. Save as agreed in writing we are not responsible for advising you in relation to any matter.

- 4.3 In order to enable us to meet our legal and regulatory obligations in respect of the administration of the Entity, you agree, and shall procure that the Entity agrees, to keep us fully and promptly informed of the ultimate beneficial ownership of the issued share capital of the Entity and of any changes or dealings in relation thereto (whether by transfer or grant of option or agreement to do so or otherwise).
- 4.4 You undertake, and shall procure that the Entity undertakes, forthwith to inform us of any other matters that might affect the Entity and/or our willingness to provide, or continue to provide, any of the Services or any matter that is material to the management, business or affairs of the Entity.
- 4.5 You irrevocably agree that we can (but shall not in any event be obliged to) rely on communications received from you in determining what steps we are required to take in administering the Entity.

#### **Undertakings and Obligations re Appointee**

- 4.6 When we provide an Appointee, you must, at all times, keep the Entity in funds sufficient to discharge its liabilities as and when they become due and at our request pay to the Entity or us on its behalf, such sums as may be required to enable the Entity to discharge, in full, any liabilities (including our fees).
- 4.7 When we provide an Appointee, you shall and shall procure that the Entity and/or Your Appointee shall:-
- 4.7.1 at our written request, immediately provide information to enable us to prepare annual or other statutory returns, financial or other statements in relation to the Entity;
- 4.7.2 immediately provide us without delay all contractual, financial or other information concerning any asset, transaction, trading activity or business of the Entity;
- 4.7.3 not without our prior written consent seek to alienate, assign, sell, pledge or otherwise dispose of, charge or encumber any asset of the Entity, including any shares issued by the Entity;
- 4.7.4 immediately advise us in writing of all legal proceedings, claims, demands made or threatened against the Entity or the our Appointee;
- 4.7.5 where you or Your Appointee are grantees of a power of attorney issued by the Entity:-
- 4.7.5.1 act with the utmost good faith to the Entity, us and our Appointee;
- 4.7.5.2 keep and maintain and on demand deliver to us accurate financial and business records;
- 4.7.5.3 immediately disclose to us in writing, information relating to the operation of the business of the Entity which might create a conflict of interest between you and the Entity and/or with us or our Appointee;
- 4.7.5.4 immediately inform us, in writing, each time a power of attorney is exercised and provide written details of any acts undertaken.

#### **Documents and Company Registration**

- 4.8 You agree that the following documents, registers and information as applicable or appropriate to the Entity will be kept at our office:-
- 4.8.1 the original registers or lists of members, directors, secretaries, officers, charges, trustees, protectors, enforcers, beneficiaries, controllers and holders of powers of attorney;
- 4.8.2 the original minutes of all meetings and of all resolutions of the directors, members, committees, classes of members, trustees and partners;
- 4.8.3 copies of all notices and other documents filed with the relevant registrars or other bodies in the previous six years;
- 4.8.4 copies of the memorandum and articles of association signed by each subscriber or similar document;
- 4.8.5 originals of all accounting records or details of the address at which the accounting records are kept and, at intervals not exceeding 12 months, copies of all such records;
- 4.8.6 copies of all financial statements prepared;
- 4.8.7 an imprint of any seal adopted;
- 4.8.8 all original deeds;
- 4.8.9 a schedule of all assets held or controlled by the Entity;
- 4.8.10 any offering document (by whatever name called) published in connection with the offering of any shares, debentures or other securities or interests of any Entity; and
- 4.8.11 copies of all charges granted by any Entity creating any form of security interest over any assets of the Entity, including copies of all charges over property subsequently acquired by the Entity; and
- 4.8.12 copies of all powers of attorney or other documents (by whatever name called) conferring authority on one or more persons to act on behalf of any Entity or connected person.
- 4.9 You undertake to promptly notify us of any event or circumstance that would necessitate a change to the details contained in the above documents and registers, including but not limited to:-
- 4.9.1 any proposed issue of new shares or membership interests or any adjustment to or addition of any beneficial or ownership interest in any Entity or their owners; and
- 4.9.2 any change in the details of any member, beneficiary, or owner of any Entity or their owners; and
- 4.9.3 any proposed transfer of shares, ownership or beneficial interest in any Entity; and
- 4.9.4 any appointment or addition of a director, secretary, trustee, enforcer, protector or other officer of any Entity or any change in the details of any current director, secretary, trustee, enforcer, protector of any Entity; and
- 4.9.5 any resignation, removal, death, dissolution, winding up or bankruptcy of an existing member, partner, beneficiary, owner, director, secretary, trustee, protector, enforcer or other officer of any Entity; and
- 4.9.6 if any director, secretary, trustee, protector, enforcer or other officer of any Entity becomes disqualified from acting as such; and
- 4.9.7 the granting of any charge by any Entity creating any form of security interest over any assets of the said Entity and/or the acquisition by any Entity of any property subject to any security interest; and
- 4.9.8 the variation or release of any charge over any property belonging to any Entity.

#### **Registered Office**

- 4.10 Where we provide registered office facilities to or for you then:
- 4.10.1 no reference shall be made to that registered office address in any advertisement or public announcement without our specific consent;
- 4.10.2 the provision of registered office facilities are available on the basis of a licence revocable at will by us and you upon our request immediately transfer the registered office address to another address selected by you or as agreed with us;
- 4.10.3 where registered office facilities include forwarding of postal packets, you will provide us with a description of the general contents of the postal packets and also authorise us to inspect at our discretion any postal packets received. If the content of the postal packets changes from the original description you shall inform us immediately.
- 4.11 You further undertake to promptly forward to us all documentation and other information necessary to comply with the undertakings contained in this clause 4.
- 4.12 We may accept copies of all the above documents and records instead of originals provided we give our consent to such an arrangement and that you advise us in advance where the originals of such documents and records are located and you undertake to advise us of any change in this location within 14 days of such change.

## **5 INDEMNITY**

- 5.1 To the extent permitted by law you jointly and severally undertake and agree at all times to indemnify and keep us indemnified:
- 5.1.1 against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities (including legal fees), which may arise or be incurred, commenced or threatened against us in connection with it arising from the acquisition or business activity of the Entity or the provision of Services;
- 5.1.2 in respect of anything done or omitted to be done by us, provided that this provision shall have no application to any liability for death or personal injury arising from our negligence or to any liability arising as a result of fraud on our part;
- 5.1.3 in respect of any failure by us to comply, wholly or partially, with any instruction or request made by you or Your Appointees or any errors or incomplete instructions or requests received by us;



5.1.4 in respect of any loss or damage arising from the use of facsimile or e-mail, including the use of unencrypted e-mail, failed or incomplete transmission, distortion and loss of privacy arising from viruses or otherwise;

5.1.5 in respect of any penalties, fines, fees or other liabilities incurred by you and/or Your Appointees and/or the Entity in relation to the Entity and/or the Services.

5.2 Where we have any claim against any third party or receive any claim from a third party in consequence of our position as provider of Services to you we shall be entitled to take any action and/or require you to take any action we may reasonably request to prosecute or resist such claim as the case may be in our name or your name (if appropriate) but at your expense and we shall further be entitled at your expense to have the conduct of any appeal, dispute, application for deferment and other forms of objection, compromise or defence and of any incidental negotiations and you shall give to us co-operation, access and assistance for the purpose of considering, prosecuting or resisting as the case may be such claim as we may reasonably require.

## **6 DUTIES OF CHARTERHOUSE LOMBARD LIMITED**

6.1 We are appointed to act by you and our duties are owed solely to you on the basis of the Terms and Conditions. We will provide the Services (or such other services as may be agreed in writing between you and us) with the reasonable skill and care of a professional corporate service or trust service provider in all cases as soon as reasonably practical.

6.2 You agree that in connection with the provision of the Services we may instruct legal and other advisors from time to time on your behalf and it is agreed that such costs shall be covered by the indemnity arrangements referred to herein.

6.3 Any Appointee shall have full power to manage the business of the Entity in accordance with the terms of the Memorandum and Articles of Association and/or the Trust Deed or other applicable constitutional document in their absolute discretion and in particular but without prejudice to the foregoing the Appointee may employ any of the assets of the Entity in or towards the satisfaction of any demand made against you for the payment of any sum or the restitution of any property, for the payment of any taxes, levies or other governmental or state impositions and including our fees.

6.4 When we provide an Appointee, we shall be entitled to take any steps which we may in our absolute discretion think fit to protect the interests and/or assets of the Entity and at the cost of you or the Entity including the obtaining of professional advice as we may consider necessary.

6.5 We shall not be required to take any action which we consider to be unlawful or improper or which we believe may be to our detriment or the detriment of our Appointees or the Entity.

6.6 Where permitted under these Terms and Conditions or if instructions are requested by us from you or Your Appointees and no instructions have been received by us within 30 days of such a request being made, or where the urgency of the matter requires action within a shorter period, we may immediately and with no liability to you, Your Appointees or the Entity take no further action in relation to a particular matter or take such other action as we shall in our absolute discretion consider appropriate or as we may be advised.

## **7 LIMITATIONS ON LIABILITY**

7.1 We are liable only to you and to third parties to whom we have expressly undertaken responsibility.

7.2 Our maximum liability for loss or damage for breach of contract, breach of trust, negligence or otherwise (other than fraud) is limited to a sum not greater than 5 times our annual fee.

7.3 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

7.4 You acknowledge and agree that if you wish to make a claim relating to or in connection with the Services provided by us, the claim can only be brought against us and not against an individual, officer, Employee or Appointee. We believe that this is reasonable as it corresponds to modern business practice and as we have in place indemnity insurance in excess of the minimum cover required by the Isle of Man Financial Services Authority. For these purposes **claim** means any claim whether arising out of these Terms and Conditions and the terms of our instructions or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

7.5 The benefit of the provisions of this clause extends to our Employees and former Employees, but the Terms and Conditions may be altered without the consent of those persons. Further, you agree that each of our partners, officers, Employees and Appointees is entitled to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 2001.

7.6 Some appointments will be of independent experts and deemed to be your agents and we shall not be liable for any default or negligence on the part of a professional services firm, adviser, expert, consultant or agent engaged or instructed by us on your behalf. Your cause of action, if any, will be directly against such expert or agent.

## **8 FEES**

8.1 Fees are stated in our current Fee Schedule, updated and published from time to time, or as may be notified to or agreed with you. Provision of an updated Fee Schedule to you by delivery, post, facsimile transmission or by electronic mail, or by identifying relevant fees in our invoices to you, shall be deemed to be sufficient notification to you of any changes in our Fee Schedule.

8.2 No refunds are given after an order has been processed and no refunds will be made where we cease to provide Services. In the event of Services being terminated for any reason we will not refund any fees paid to us in advance.

8.3 Annual service fees are payable for a full year or part thereof.

8.4 If the matter is particularly complex, urgent or exceptional in terms of value, risk or responsibility an additional mark-up may be charged. Where possible we shall seek your agreement to such mark-up in advance.

8.5 We shall charge for work carried out by us on a matter, even if we do not complete it or the matter does not proceed to completion. Your liability for our charges and expenses (described below) commences from the moment that we are instructed and covers any work rendered as well as any subsequent work that we carry out pursuant to instructions.

8.6 Any estimate or quotation that we give is based on the assumption that the matter is not unusually urgent, complicated or time consuming. Any estimate given is merely for guidance purposes and is not a fixed or capped fee unless specifically agreed in writing.

8.7 Except for a few specific exemptions the law requires us to charge you value added tax (VAT) at the appropriate rate on our fees. The appropriate rate of VAT is shown on our invoices.

8.8 You agree forthwith on demand to indemnify us in respect of all and any liabilities, costs or expenses incurred by us in the course of providing Services. We will not be required or obliged to incur any expenses or make any payments in the course of providing Services unless we have received sufficient funds in advance.

8.9 You undertake to ensure that all governmental duties, licence fees, capital duties, or other taxes, filing fees or government fees of any nature relating to the Company are paid expeditiously to us. We will not be liable for any penalties, fines, fees or other liabilities incurred by you in relation to the Entity and/or Services and you accept full responsibility to pay these and indemnify us against any liability in respect of them.

8.10 When the Entity is not a trust or a foundation, the legal ownership of the Entity shall not pass to you until payment in full of all fees, including governmental duties and taxes, has been received by us.

8.11 We reserve the right not to provide Services until we have received, in full, all fees and disbursements payable in relation to the Entity or the provision of Services.

8.12 You hereby irrevocably authorises us to withdraw from any sums held on any account managed by us or otherwise held by us on your behalf, any monies required to discharge any fees or expenses, including any governmental fees, duties, taxes or penalties, payable to or by us or the Entity.

- 8.13 Where any fees for Services remain unpaid for more than 60 days, we may at our discretion immediately terminate Services, and/or obtain payment from your assets. In such circumstances, we reserve the right to treat the Terms and Conditions as terminated without further obligation, save as to any continuing covenant, obligation or undertaking given by you or Your Appointees to us, and to act pursuant to the provision of Paragraph 6.6 of these terms and conditions of business.
- 8.14 Unless otherwise agreed in writing with you, we will not pay any interest on any monies held by us on your behalf.
- 8.15 We shall be entitled to retain any third-party commission or fee which is paid or may become payable to us notwithstanding that such commission or fee is payable as a direct or indirect result of us providing Services to you or otherwise in relation to the Entity.
- 8.16 Should we cease to provide Services to you or should you advise us that you no longer require the Entity, you must pay to us any fees or costs which may be incurred by us in relation to the striking off, dissolution, liquidation or transfer of the Entity.
- 8.17 In the event that you request us to transfer the management or administration of the Entity or should we request you to transfer the management or administration of the Entity to another agent or Corporate Service Provider, we shall not be obliged to transfer the Entity until all outstanding fees (including government fees, duties, taxes and other third party disbursements together with our transfer or termination fees) have been paid in full.
- 8.18 Where you make part payment to us of any fee note or invoice rendered by us, we reserve the right to apply any monies received in firstly discharging our professional fees and only thereafter in payment of any government fees, duties, charges or taxes or other payments to third parties.

## **9 DISBURSEMENTS AND EXPENSES**

- 9.1 In addition to our charges, we will charge you for any expenses or disbursements that we reasonably incur or pay on your behalf, such as counsel's fees, company or deed registration fees, travel expenses and telephone and fax charges. We will endeavour to obtain your approval in advance of incurring any significant expenses or disbursements but where this is not practicable such expenses or disbursements will be deemed to have been reasonably incurred and be recoverable from you.
- 9.2 By instructing us to act on any matter we are authorised to incur reasonable expenses on your behalf.
- 9.3 In circumstances where we instruct agents or professional advisers (for example accountants, lawyers, consultants, etc) to act on your behalf, we do so as your agent and you will be responsible for their fees, costs and any applicable tax.
- 9.4 We will usually require funds in advance before incurring an expense. If not, when we incur an expense, we will include this in our next bill to you or send you a separate bill in relation to that expense.

## **10 BILLING/INVOICING**

- 10.1 We shall send you a bill for the Services which shall detail our fees and any unbilled expenses. We shall send the bill when we complete a matter or an interim bill periodically which may include expenses which we have incurred.
- 10.2 Our bills are payable by you when rendered. If our bills have not been satisfied within one month of being issued, we reserve the right to charge interest at the rate of 8% per annum.
- 10.3 If we are instructed by more than one person jointly, liability for our charges, expenses and VAT will be joint and several and we may recover the full amount of our charges, expenses and VAT from any one or more of those persons individually or together.
- 10.4 If an invoice is overdue for payment, we reserve the right to suspend the provision of Services on any matter associated with you until such invoice has been paid in full. Further, we are entitled to retain any papers and documents of yours or which we hold on your behalf until all our bills are met.
- 10.5 All fees payable to us under this agreement shall be made in immediately available funds free and clear of and without any withholding or deduction for any and all present or future taxes duties or other charges unless you are compelled by law to make such withholdings or deductions. If you are compelled by law to make any such withholding or deduction you shall pay to us such additional amounts as are required to enable us to receive the amount which we would have received if no such withholding or deduction had been required. You shall provide us with evidence that such taxes, duties or charges have been paid by forwarding to us official receipts within 30 days of payment.
- 10.6 If you have any query about the invoice you should contact the person responsible for the matter or our accounts department immediately.
- 10.7 We will be entitled to use any funds held in the bank account of an Entity or held in an account in your name which we control to settle any disbursements which we have expended or which we are instructed to expend and to pay any invoice which we have issued immediately after it has been issued. No notice will be given of any such deductions made.

## **11 PAYMENT ON ACCOUNT OF COSTS**

- 11.1 We may at any time ask you for a payment on account of costs before we carry out work on a matter. In particular, we may do this because of the possible fees and expenses involved. If this payment is not forthcoming, we may terminate or suspend the provision of Services to you. A request for payment on account is not an estimate of (or cap on) any fees, expenses, disbursements or value added tax.
- 11.2 If you have made a payment on account of costs, we may deduct our bill from your deposit immediately after it is issued.
- 11.3 Any money which we hold on your behalf will be deposited in a designated client account on the Isle of Man. You may request us in writing to transfer your client account monies into an Isle of Man licensed bank or building society of your choice and we will take all reasonable steps to action your request as soon as practicable.
- 11.4 Moneys held by us on your behalf shall be held in a clients' trust account in trust for you provided that for the avoidance of doubt you acknowledge that any money held in the bank account of any Entity shall not be held in a trust account.
- 11.5 You shall not have any entitlement to receive interest on moneys held in a clients' trust account. 11.6 We accept no liability to you for any loss or damage which may be suffered by you consequent upon the liquidation, suspension or loss of licence or other failing of any bank or building society where your client monies may be held from time to time.
- 11.7 Save by prior agreement, we will not accept cash payments in excess of £1000.

## **12 ACCOUNTING RECORDS**

- 12.1 You undertake or will procure an undertaking from an Entity:-
- 12.1.1 That it will maintain, adequate accounting records that correctly explain the transactions of the Entity, enable the financial position of the Entity to be established with reasonable accuracy at any time, and allow financial statements to be prepared; and
- 12.1.2 to supply us with copies of the accounting records on request; and
- 12.1.3 where there is a requirement to prepare accounts or financial statements such accounts or financial statements will be prepared and you will supply us with an original copy of such accounts or financial statements promptly after their finalisation; and
- 12.1.4 where accounts or financial statements are not required but are prepared by you or on your instruction or request you will supply us with an original copy of such accounts or financial statements promptly after their finalisation.
- 12.2 Where we are engaged to maintain the accounting records and/or prepare accounts or financial statements for any Entity you undertake to promptly and regularly provide us with all documentation, information and explanations necessary to keep the accounting records up to date and accurate.

## **13 STORAGE OF FILES PAPERS AND DEEDS**

- 13.1 Files and other papers relating to your matters will be stored for such time as we believe reasonable or for such time as we are required by law to do so. Ordinarily we shall retain your files and other papers for a period of not less than six years after we stop providing Services. After the relevant retention period has expired, we reserve the right to destroy any files or other papers without further notice to you. This applies to all files and papers other than title documents, deeds, wills and similar items which you specifically ask us to keep in safe custody.

## **14 OBLIGATIONS TO THIRD PARTIES**

- 14.1 We are subject to certain legal obligations to third parties (mainly organisations and bodies) which are aimed at protecting you and maintaining proper professional standards in the Isle of Man.
- 14.2 We are also bound to observe regulatory requirements that may require us to maintain records and disclose to the relevant authorities any suspicions we have that a transaction is to aid or is in furtherance of money laundering. You agree that any action or inaction on our part as a result of such regulatory or other obligation will not constitute a breach of the Terms and Conditions.

14.3 In providing Services we will act either as a data processor or data controller appointed by you. Where we act as a data controller in relation to any processing of personal data, we will comply with the provisions of the Data Protection Act 2002.

14.4 By instructing us, you accept that we shall take such steps as appear to us necessary to observe the requirements of the law and to other parties. Where we are able, we shall tell you in advance if we are unable to carry out any action you ask us to take or if we can only do so subject to conditions.

## 15 ANTI-MONEY LAUNDERING

15.1 In order to comply with our obligations under anti-money laundering legislation from time to time in force, we may be required to obtain satisfactory evidence of your identity and to request further information from you.

15.2 We will inform you of what evidence, documentation and/or information we will require in relation to a particular matter and you agree to provide such evidence, documents or information immediately upon request.

## 16 COMMUNICATION/NOTICES

16.1 We are authorised to act as we deem appropriate upon your instructions, or the instructions of any person we reasonably believe to be duly authorised by you, received by telephone, fax, e-mail or other appropriate mode of communication. We reserve the right at our sole discretion to request that instructions received by telephone, fax or electronically are confirmed in writing and will not be liable for any loss or expense arising from any delay that such request may cause. Should your instructions change, we must be notified immediately.

16.2 Any notice or other document to be served under these Terms and Conditions must be in writing and may be delivered by hand or sent by pre-paid letter post or facsimile transmission to the party to be served at that party's address as set out in the letter of engagement attached to these terms and conditions of business (or as varied from time to time by notice in writing in accordance herewith from time to time).

16.3 You hereby authorise us to communicate with you by unencrypted electronic mail and agree we shall have no liability for any loss or liability incurred by you by reason of the use of electronic mail (whether arising from viruses or otherwise) and you hereby release us from any such liability. We shall not be liable for any loss or damage caused by the transmission by us of an infected email.

## 17 CONFLICT OF INTEREST

17.1 Conflicts of interest may arise between:-

- a) you and us; or
- b) you and another of our clients or client companies.

17.2 Should we become aware of the existence of such a conflict we will notify you and any other client involved of that fact.

17.3 However, without prejudice to the foregoing, this engagement is not exclusive and we reserve the right to act for other clients, including your competitors.

## 18 CONFIDENTIALITY AND DATA PROTECTION

18.1 Information, including personal data, passed to us is kept confidential and will not be disclosed to third parties except as may be necessary to provide the services for which we are engaged or as authorised by you or as required by law or which we are entitled or obliged to make to the Isle of Man Financial Services Authority, the Isle of Man Financial Intelligence Unit or other regulators and authorities or disclosures which we are required to make by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or taxation authority or as detailed in these terms of engagement.

18.2 We may disclose any information relating to the engagement, including personal data about you, for the purposes of obtaining advice on matters of law (foreign or domestic) or other matters, to legal and other advisers including those outside the European Economic Area and those jurisdictions which may not provide the same level of data protection as the jurisdiction in which you and/or we are based. If on your authority we are working in conjunction with other professional advisers we will assume that we have your consent to disclose any relevant aspect of your affairs, including your personal data to them, including those outside the European Economic Area.

18.3 We may provide your personal data to our other partnerships and associated entities, and our service providers and agents including those outside the European Economic Area for the purposes of providing and improving our services, client identification and vetting, anti money laundering, billing and administration, financial management, statistical analysis, training, research and development, intra-group IT and disaster recovery arrangements, security and marketing. We may also receive personal data about you from third party service providers and agents involved in client identification and vetting. Personal data may include sensitive personal data consisting of information as to racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or conditions, sexual life, the commission or alleged commission of any offence, proceedings or the disposal of proceedings for any such offence or any sentence of a court for such proceedings.

18.4 You hereby consent to the obtaining, use, processing and/or disclosure of such sensitive personal data as referred to above. Our other partnerships and associated entities as well as we, may contact you by mail, e-mail, fax, telephone or other means and/or send you details of services and other marketing material, such as legal and other updates. You hereby consent to such disclosure and use of personal data. You may however notify us in writing that you wish to withdraw such consent.

18.5 Telephone calls may be recorded or monitored for training and/or security purposes. Subject to law you have the right to request a copy of the personal data that we hold on you (for which we may charge a small fee) and to correct any inaccuracies in your personal data.

18.6 We will be entitled and are irrevocably authorised to open and read all and any correspondence, letter, fax or other communication received at our address which is addressed to you or any officer of any Entity.

## 19 TERMINATION / CESSATION OF SERVICES

19.1 You may terminate your engagement with us and the Services at any time by giving 60 days written notice to us. It will be your responsibility to ensure continuity of service (if necessary) by another service provider should any of the Services be terminated. Termination of Services will not affect your responsibility to pay for Services rendered and all expenses and other charges incurred up to the date when we received notice of termination, and for any further work required in order to facilitate an orderly turnover of matters in process at the time of termination.

19.2 Subject to any legal requirement that longer notice must be given, we may terminate Services by giving one month's written notice to you and all other persons who we are required by law to notify.

19.3 Subject to any legal requirements to the contrary, we may terminate Services immediately in the following circumstances:-

- 19.3.1 you breach any of your obligations under the Terms and Conditions or any other document entered into between you and us; or
- 19.3.2 any invoices remain unpaid one month after the date of the invoice; or
- 19.3.3 you fail to pay any deposit on account of costs when requested to do so; or
- 19.3.4 we are unable to obtain proper instructions from you; or
- 19.3.5 you fail to promptly provide any information or documents when requested to do so (including, for the avoidance of doubt, any anti-money laundering documentation); or
- 19.3.6 legal proceedings are commenced against you or any Entity.

19.4 We also reserve the right to suspend the provision of Services on the same grounds, by written notice to you.

19.5 In the event of termination of the Services, whether by you or by us, you are responsible for our charges and expenses incurred up to the date upon which we receive written notice of the withdrawal of your instructions or we send you written notice of the termination of these terms and conditions of business and our instructions, together with such further charges and/or expenses we may unavoidably be required to incur, for example, in order to comply with any regulatory and/or legal and/or fiduciary duties under applicable law.

**20 ASSIGNMENT**

20.1 The terms of this engagement shall be binding upon and inure for the benefit of the successors of the parties but shall not be assignable in whole or in part by you without our prior written consent. We shall be entitled to assign our rights and liabilities hereunder by not less than 28 days notice to you or the Entity.

**21 COMPLAINTS**

21.1 If for any reason you are unhappy about the quality of service provided then you should contact a director in the first instance.  
21.2 If the issue cannot be resolved informally we will provide you with details of our internal complaints procedure.

**22 GENERAL**

22.1 Any matter upon which we act for you may give rise to tax and/or accountancy implications in the Isle of Man or elsewhere. We do not provide any tax or accountancy advice and, in particular, we provide no advice on the possible tax implications or consequences in the Isle of Man or elsewhere in connection with any matter or generally. You must ensure that you comply with your taxation and accountancy obligations and it is your responsibility to instruct accountants / tax advisers to advise you upon and deal with all issues relating to tax and accounting arising in respect of or in connection with this matter or generally.

22.2 Our advice will be based upon and dependent upon the instructions, information and documentation supplied by you or on your behalf. We will not be responsible for any consequences which may arise from a delay or failure by you or any other person to give us the instructions, information or documentation which we require.

22.3 We cannot advise you upon the merits of any transaction that you may be entering into and you will be responsible for any commercial decisions you make.

22.4 Any failure, delay or omission by us to exercise any of our rights or remedies pursuant to the Terms and Conditions or provided by law will not affect that right or remedy or act as a waiver of it.

**23 SEVERABILITY**

23.1 If any provision of these terms and conditions of business shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required to be severed from these terms and conditions of business and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions of business and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions of business or the Terms and Conditions.

**24 GOVERNING LAW AND JURISDICTION**

24.1 The Terms and Conditions and any matters arising in connection with the provision of Services to you are governed by the laws of the Isle of Man and the courts of the Isle of Man shall have exclusive jurisdiction to deal with any dispute between us.

**25 AGREEMENT**

25.1 The Terms and Conditions constitute the entire agreement between us and supersede all prior Terms and Conditions and understandings whether oral or written in relation to the provision of Services to you.

25.2 We may vary the Terms and Conditions at any time. We shall, however, give notice of any variation. Your continuing instructions after such notice will confirm your acceptance of the amended Terms and Conditions. Publication of our updated terms and conditions of business by delivery, post, facsimile transmission or by electronic mail shall be deemed to be sufficient notification to you of any changes to our terms and conditions of business.



I/We\* confirm and agree to Charterhouse Lombard Limited's terms and conditions. I/We\* confirm that we will advise full details of changes of beneficial ownership.



I/We \* confirm that all of the information provided in this application is true and correct and that the company mentioned above which I/We\* are to be the beneficial owner(s) will not be used for any "Illegal Activity" or "Prohibited Activities" or by any "Prohibited Persons" as set out in Charterhouse Lombard Limited's terms and conditions.):

**Signature(s)**

**Beneficial Owner 1**

Signed: 

Date:

**Beneficial Owner 2**

Signed: 

Date:

**Data Protection Act**

All personal information provided by you and any other information relating to your business relationship with Charterhouse Lombard Limited, will be treated in the strictest confidence and will not be disclosed to third parties, except where required by law or where your consent has been received. However, information may be shared with other professional organisations to protect either you or ourselves from fraud.

The use of your personal information is covered by our registration under the Isle of Man Data Protection Act 2002. Under the terms of this Act you have the right to obtain a copy of the information we hold about you, upon payment of the appropriate fee.

We may from time to time share information with other group companies. However, should you wish that we do not disclose such information, please tick here:

## SECTION 10 - Know Your Client requirements

In an international environment it is essential that we protect your interests. We need to request information which will help us to identify you. This information is for our confidential purposes and in some cases may be used to open a bank account.

### What do we need from you?

#### Certified Passport Copy

This is required for all Beneficial Owners, Directors, Shareholders or Beneficiaries. We require a full copy of the passport certified by an Accountant, Solicitor or Notary Public. The certification must take the following form:

I certify this to be a true copy of the original, which I have seen and that the photograph is a true likeness of the individual concerned.	
.....	
SIGNED	
Name	
Position	
Company	
Date	

← ALL MUST BE IN PRINT

#### Original Utility Bill

Please forward an original utility bill (water, electricity, tax, etc). A mobile phone bill is not acceptable. A bank statement showing your address would be acceptable.

#### Original Reference

This reference must be provided in original format in English or a certified translation. An example of the format required is as follows:

"We (123 Bank, ABC Solicitor, XYZ Accountants) hereby confirm that Mr/Mrs..... has been known to us since 19..... Mr/Mrs..... has conducted his/her business in a satisfactory manner."
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#### Code Word for Fax, Email and Telephone Communications



Code Word:

Signature:

#### Fax and E-Mail Indemnity

If you wish to advise us by Fax or E-mail, please complete Section 8.

#### Check List:

##### Have you:

1. Fully completed this application form?
2. Signed this application form?
3. Enclosed all Know Your Client documentation eg. Certified passport copy etc.
4. Enclosed or advised us of your remittance details.



### Charterhouse Lombard Limited

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[www.charterhouselombard.im](http://www.charterhouselombard.im)

Charterhouse Lombard Limited is a licensed Fiduciary Services Provider regulated by the Isle of Man Financial Services Authority.  
Incorporated in the Isle of Man, registration number 093751C.

## **CLIENT MONEY INFORMATION SHEET**

### ***Introduction***

On invoices that we issue to you in the course of business we will request that you make your cheque payable to, or make a direct transfer to, Charterhouse Lombard Limited Client Account.

We are obliged by our Regulator, therefore, to provide you with this Client Money Information Sheet.

### **What is a client bank account?**

A client bank account is a bank account held by, and in the name of, Charterhouse Lombard Limited in which we will hold your money on trust for you while it remains in the account. All money held in a client bank account is referred to as client money.

A client bank account is specially created by us for the purpose of holding your money and the money of other clients. The client bank account is segregated from any other bank account in our name holding money which is our money.

All our client bank accounts are held at recognised banks. A recognised bank is a bank which holds a licence issued by the Isle of Man Financial Services Authority for deposit taking or is authorised under the law of another acceptable country or territory to carry on activities corresponding to deposit taking (see rule 3.2 of the Financial Services Rule Book 2009 for the full definition).

In relation to fiduciary services, please note that an account held in the name of your company or foundation, or as trustee of your trust, is not a client bank account. It is mandated to your company or the trustee of your trust and the company or the trustee is the legal owner of the money held in that account. As the money in these accounts is not classed as client money the details relating to pooling of money in client bank accounts (as detailed below) do not apply.

### **General client bank account**

A general client bank account holds money for many different clients. The money may be held at one bank or the money may be in multiple bank accounts spread across several banks.

In the event of a default of a bank where we have a general client bank account, client monies held in all our general client bank accounts will be pooled (even if money is held in more than one general client bank account and the accounts are held in more than one bank). In this situation, each client who has money in the general client bank account will lose an equal proportion of their money, whether or not the bank your client money is held with is in default. This loss will be adjusted by any compensation arrangements in place.