

VANUATU INTERNATIONAL COMPANY INCORPORATION / DETAILS FORM

Please complete and return this form, a **Client Certification form, Client Undertaking form and a Client Authority for Representative** (if applicable) with copy(ies) of identification e.g., passport(s) for all beneficial owners, directors, shareholders, members, passport(s) and arrange payment of our fees. See How to Pay Law Partners.

1. PROPOSED COMPANY NAME (Please provide three choices)

(i) _____
 (ii) _____
 (iii) _____

2. FULL DETAILS OF PROPOSED OPERATIONS

3. TYPE OF COMPANY Limited by Shares Limited by Guarantee Limited by Shares & Guarantee ie, Hybrid

4. BENEFICIAL OWNER(S) – attach copy(ies) of passport(s)

(i) Name: _____	(ii) Name: _____
Address: _____	Address: _____
Telephone: _____ Fax: _____	Telephone: _____ Fax: _____
Occupation: _____ % Ownership: _____	Occupation: _____ % Ownership: _____
E-mail: _____	E-mail: _____

5. SHAREHOLDER(S) / MEMBER(S) Please provide details OR Law Partners requested to provide (see Fee schedule)
 Minimum of one shareholder / member required – please specify whether shareholder or member - attach copy(ies) of passport(s).

(i) Name: _____	(ii) Name: _____
Address: _____	Address: _____
Nationality: _____	Nationality: _____
Telephone: _____ Fax: _____	Telephone: _____ Fax: _____
Occupation: _____ Member / # of Shares: _____	Occupation: _____ Member / # of Shares: _____
E-mail: _____	E-mail: _____

Hybrid companies – also complete a Successor Class Member details form

6. DIRECTOR(S) Minimum of one director required (natural person or company allowed) – attach copy(ies) of passport(s).

(i) Name: _____	(ii) Name: _____
Address: _____	Address: _____
Nationality: _____	Nationality: _____
Telephone: _____ Fax: _____	Telephone: _____ Fax: _____
Occupation: _____ Member/#of Shares: _____	Occupation: _____ Member / # of Shares: _____
E-mail: _____	E-mail: _____

7. BANK ACCOUNT(S), if applicable

8.

Reserve Bank of Vanuatu Customer Due Diligence Guidelines – Read & Acknowledged (refer to website www.lawpartnersvanuatu.com)

Bank: NBV Pacific Private Bank Currency: AUD GBP Euro USD Other

Other: _____ e.g., internet banking if available etc.

Bank Signatory(ies) _____ Singularly Jointly

9. SPECIAL INSTRUCTIONS (including contact/ mailing details if different from above)

If we are to discuss company matters and accept instructions from a representative please also complete a Client Authority Representative form.

Registered Agent and Office: Law Partners, Law Partners House, Kumul Highway, Port Vila

INDEMNITY

The undersigned as Beneficial Owner(s) of the company to be formed agree to indemnify the incorporator, Law Partners, (and any of its representatives), the registered agent, Law Partners and any of its partners and employees, from and against all actions, suits proceedings, claims that may be sought against any of these persons or entities by reason of holding any office in the Company, or by acting on recommendations received from the indemnifier. The Beneficial Owner(s) further undertake to pay all fees and out of pocket expenses due to Law Partners in respect of the incorporation and ongoing maintenance of the company.

Signature(s): _____ Date : _____

This is a Law Partners form for internal purposes only. It will not appear on the statutory register.

TRUST FORMATION FORM

Law Partners does not form trusts and does not have a trust licence. However we engage a local solicitor who forms trusts on behalf of our clients. The information provided in this form is provided to the solicitor.

Please complete and return form to Law Partners, PO Box 212, Port Vila, Vanuatu, Telephone (678) 22091 Facsimile (678) 23665
Email mail@lawpartnersvanuatu.com and arrange payment of fees to Law Partners. See How to Pay Law Partners.

1. NAME OF TRUST

2. DO YOU REQUIRE A NOMINEE TRUSTEE? YES NO

(a) If YES, please provide details of the intended activities of the trust:

(b) If NO, please provide:

TRUSTEE DETAILS

Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

3. DETAILS OF BENEFICIARIES

(i) Name _____
Nationality _____
Address _____
Telephone _____ Fax _____
E-mail: _____

(ii) Name _____
Nationality _____
Address _____
Telephone _____ Fax _____
E-mail: _____

(iii) Name _____
Nationality _____
Address _____
Telephone _____ Fax _____
E-mail: _____

(iv) Name _____
Nationality _____
Address _____
Telephone _____ Fax _____
E-mail: _____

4. OTHER NOMINEES

Nominees may also be provided in the capacity of settlor, beneficiary etc, under the trust. In this case you will be provided with a signed, undated Trustee resignation letter and a simple declaration by the nominee beneficiary setting out the names of the ultimate beneficiaries. This means that there are no names on the trust deed itself associated with the ultimate beneficial owners. If you would like a nominee in any of these other capacities, please advise:

MEMORANDUM OF WISHES

Please note that you should also arrange a Memorandum of Wishes addressed to the trustee to define the beneficiaries and provide any particular instructions to the trustee. This should also specify from whom the trustee is to take instructions, if any.

INDEMNITY

The undersigned as Owner(s) of the assets to be transferred to the trust agree to indemnify Law Partners and any of its partners, employees, sub-contractors or agents from and against all actions, suits, proceedings, claims that may be sought against any of these persons or entities by reason of holding any office in the Company, or by acting on recommendations received from the indemnifier. The Beneficial Owner(s) further indemnify to pay all fees and out of pocket expenses due to Law Partners in respect of the settlement and ongoing maintenance of the trust.

Signature(s): _____

Date: _____

CLIENT AUTHORITY FOR SUCCESSION

to be completed by and signed by all ultimate beneficial owner(s)

Client / Company Name:

I / We, the undersigned:

1. Authorise Law Partners to implement my instructions below, in the event of my demise, in respect of the above company.
2. Indemnify and agree to keep indemnified, Law Partners from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred, sustained by or threatened against Law Partners whatsoever and howsoever arising from or in connection with or in any way relating to Law Partners in good faith accepting and acting on these instructions.
3. Undertake to inform Law Partners of any changes to my successor(s).

Details of successor:

Name	Telephone
Address	Email
.....	Occupation
.....	Nationality

A true copy of the identification page of my current passport (showing my signature and photograph) is attached.

Signature of Successor: _____

Print full name: _____

Instructions:

(Tick / complete if applicable)

- The above is to be appointed a Director of the company.
- The above is to become a member of the company (replacing myself).
- The following shares are to be transferred to the above:

Other -
.....
.....

Dated at on the day of, 20.....
(place) (day) (month) (year)

Read and accepted by:

Signature of beneficial owner

Print full name

Signature of witness

Print full name

Print Address

CLIENT UNDERTAKING

To : Law Partners
Chartered Accountants and Business Advisers
Law Partners House
PO Box 212
Port Vila
VANUATU

The undersigned hereby undertake to pay all fees and disbursements incurred by your firm and any of its affiliated service companies in respect of professional services rendered or to be rendered in the Republic of Vanuatu or elsewhere for and on behalf of:

.....
Client / Company Name

The services and associated disbursements include:

- 1. Corporate Secretarial Services limited to the provision of the following:
 - the company's registered office
 - custody of the statutory registers and records
 - custody of the minute registers

And where applicable –

- registered agent
- custody of the common seal
- preparation and filing of the company's annual return, directors' report and accompanying certificates
- attending to the minuting of the mandatory year end directors' and shareholders' meetings.

And any of the following services necessarily required for the maintenance of the company as requested from time to time:

- 2. Accounting;
- 3. Audit;
- 4. Certain other services may be instructed from time to time either verbally or in writing.

Note: In the event that Law Partners is no longer required to provide the services in 1. above and the company's statutory and minutes files are to be transferred to another registered office and / or any nominee services are no longer required, a 'file transfer' fee, as per Law Partners Schedule of fees, will be payable to arrange the necessary changes, updating of company registers, notification to VFSC and prepare / transfer the file.

Dated at on the day of, 20.....
(place) (day) (month) (year)

Read and accepted by:

SIGNED and DELIVERED by)
)
in the presence of:)
)
)

Signature of witness

Signature

CLIENT CERTIFICATION FORM

to be completed by and signed by all ultimate beneficial owner(s)

Client / Company Name:

I / We the undersigned certify that I / we:

1. Will not practice any business or other activity which is, directly or indirectly, criminally unlawful or in contravention to Vanuatu's and any other relevant countries' laws.
2. Are aware of Vanuatu's legislation and particularly, the Serious Offences (Confiscation of Proceeds) Act No. 50 of 1989 and the Mutual Assistance in Criminal matters Act No. 52 of 1989 which I / we understand is designed to prevent amongst other things the laundering of proceeds of criminal activities, and the Financial Transactions Reporting Act, which requires, inter alia, the reporting by banks and others in Vanuatu of certain transactions to the authorities.
3. Undertake to advise your firm of any changes to the beneficial owner(s), activities or operations carried on / by our business and to provide any information about our activities or operations, at your request.
4. Agree that Law Partners reserves the right to resign immediately from any engagement at any time.
5. Indemnify and agree to keep indemnified, Law Partners from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred, sustained by or threatened against Law Partners whatsoever and howsoever arising from or in connection with or in any way relating to Law Partners in good faith accepting and acting on instructions received by letter, facsimile transmission, e-mail, oral or any manner of communication and signed by or purporting to be signed by, or e-mailed by me/us or by my/our authorised signatories.
6. Hereby provide and attach true copies of the identification page(s) of my / our current passport (s), showing my / our signature(s) and photograph(s), attached to this Certification.

Dated at on the day of, 20.....
(place) (day) (month) (year)

Read and accepted by:

Signature

Print full name

Signature

Print full name

CLIENT AUTHORITY FOR REPRESENTATIVE

to be completed by and signed by all ultimate beneficial owner(s)

Client / Company Name:

I / We, the undersigned:

1. Authorise Law Partners to contact, discuss and accept instructions from my / our authorised representative(s), whose details appear below, in respect of the above company.
2. Indemnify and agree to keep indemnified, Law Partners from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred, sustained by or threatened against Law Partners whatsoever and howsoever arising from or in connection with or in any way relating to Law Partners in good faith accepting and acting on instructions received from my / our authorised representative, by facsimile transmission or e-mail and signed by or purporting to be signed by, or e-mailed by me / us or by my / our authorised signatories.
3. Undertake to inform Law Partners of any changes to my / our authorised representative(s).

Details of Authorised Representative(s)*:

Type of representative (tick box) accountant solicitor trustee executor other

If other, explain relationship to you

Name	_____	Phone	_____
Address	_____	Mobile	_____
s	_____	Fax	_____
	_____	Email	_____

True copies of the identification page(s) of the Authorised Representative(s) current passport (s), showing his / her signature(s) and photograph(s) are attached to this Certification.

Signature(s) of:

Representative(s) _____

Print full name _____

*Where this is a professional firm, this includes employees and representatives as named above.

Special Instructions: (eg, solicitor, trustee, executor instructions are to be accepted in the event of my / our demise only):

Dated at _____ on the _____ day of _____, 20_____
(place) (day) (month) (year)

Read and accepted by:

Signature
(Ultimate beneficial owner)

Print full name

Signature
(Ultimate beneficial owner)

Print full name

HOW TO PAY LAW PARTNERS

1. TRANSFER TO OUR AUD, USD OR VUV ACCOUNT

BANK: Bank South Pacific (Vanuatu) Limited
BRANCH: Kumul Highway / PO Box 32, Port Vila, Vanuatu
BSB NUMBER: 039-033
SWIFT CODE: BOSPVUVX
ACCOUNT: Law Partners
ACCOUNT NO.: 01 730032 – 06 (AUD) or 01 730032 – 01 (VT)
REFERENCE: Invoice number or Company Name or Your name (to enable identification of your payment)
USD PAYMENT Please use the following correspondent banking detailed instructions: Payment to BANK OF AMERICA, N.Y. USA, Swift Code: BOFAUS3N, Account No: 6550-1-80001, to further credit BOSPVUVX, Law Partners, Account No. 01-730032-09 (USD) with bank charges to be deducted from the account of the Payer.

2. CREDIT CARD PAYMENT:

- Complete and sign the **Credit Card Authorisation** below.
- Photocopy **both sides** of your **Credit Card** clearly showing: card number, name, expiry date and signature.
- Send above by **scanned** email attachment to your normal contact or mail@lawpartnersvanuatu.com or fax +678-23665.

IMPORTANT NOTES:

- A 5% transaction processing fee applies
- Payments may be subject to exchange differences
- To pay in a different currency to the invoice, contact us first for a conversion, to avoid delay
- We will send a confirmation email once payment has been processed

CREDIT CARD AUTHORISATION	
CARDHOLDER NAME:	
CARD NUMBER:	
EXPIRY DATE:	
CARD TYPE:	VISA <input type="text"/> <u>OR</u> MASTERCARD <input type="text"/>
AMOUNT:	USD\$ <input type="text"/> <u>OR</u> AUD\$ <input type="text"/>
SIGNATURE:	
REFERENCE:	Invoice number or Company Name or Your name (to enable identification of your payment)

TERMS AND CONDITIONS:

- DEFINITIONS** In these terms and conditions the "Firm" is Law Partners and the "Client" is the party that the invoice is billed to.
- INVOICES** Accounts are **payable within fifteen (15) days** after receipt of an invoice, the Client shall be liable to pay an additional **late payment service charge of one percent (1%) per month** on all outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favour of the Client.
If the Client objects to all or any portion of any invoice, the Client shall notify the Firm in writing (by letter / email / fax) within fifteen (15) days from the date of receipt of the said invoice and shall pay the portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. The Firm shall not be responsible of any unnotified errors.
- RECEIPTS** No receipt will be issued unless requested in writing (by letter / email / fax) quoting the invoice reference.
- CLIENT'S RESPONSIBILITIES** By paying an invoice the Client hereby releases the Firm from any claims arising from any causes not within the Firm's control and the Client acknowledges that the Client has read and agreed to these Terms and Conditions.
- CONFIDENTIALITY** The Firm shall hold all information provided to it by the Client and the work performed by it confidential and shall not disclose the same to any third party except where required by Vanuatu law or Vanuatu Government regulatory agencies or a written (by letter / email / fax) confirmation from the Client.
- DISPUTES** Any claims or disputes in regard to this invoice that cannot be settled between the parties will be resolved by the Supreme Court of Vanuatu after giving written notice (by letter / email / fax) to the concerned party.
- GOVERNANCE LAW** The law governing all services provided by the Firm to the Client shall be the laws applicable in the Republic of Vanuatu, excluding French Law.