



APPLICATION FORMS TO INCORPORATE AN INTERNATIONAL BUSINESS COMPANY IN DOMINICA

I/We _____ of _____

hereby instruct International Corporate Services Limited to form a **DOMINICA** International Business Company (IBC) on my/our behalf as follows:

(A) Proposed Name of Company _____

(B) If the company name has not already been reserved, please provide three (3) alternative names below:

(C) Memorandum and Articles of Association

(i) Standard Provisions: Suitable for every type of business activity

Do you require this? _____ Yes _____ No

(ii) Non-standard Provisions:

Do you require this? _____ Yes _____ No

If Yes, Please provide details of your specific requirements below, or on a separate sheet of paper.

(D) Authorised Capital: (Check one)

Standard (US\$50,000 of US\$1 par value of share)

Non-Standard For Non-Standard Capital (Note that the annual license fee for such company is US\$1000)

Option 1. Share Capital _____ Par Value of Shares: _____

Option 2. Share Capital _____ with no par value shares

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(E) Nature of Business for which company is intended **(Please be specific)**

(F) In what countries will the Company be operating? _____

(G) Source of funding for shares and assets held by the Company:

(H) Accounting Records for Company will be kept at the following address: *(ICS provides this services at an additional cost)*

(I) Director (s) (Minimum required is one)

(i) International Corporate Services Limited to supply Nominee Director *(See Nominee Due Diligence Requirements in Nominee Fee Schedule)*

(ii) Director(s) are as follows: **(Please provide all necessary information on each Director)**

Director Name		Director Name	
Address		Address	
Tel.		Tel.	
Fax		Fax	
Email Address		Email Address	
Passport Attached		Passport Attached	

Director Name		Director Name	
Address		Address	
Tel.		Tel.	

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Fax		Fax	
Email Address		Email Address	
Passport Attached		Passport Attached	

(J) Shareholder (s) (Minimum: one share)

- (i) International Corporate Services Limited to supply Nominee Shareholders. (See Nominee Due Diligence Requirements in Nominee Fee Schedule)
- (ii) Bearer Shares (See Appendix 1 regarding Requirements)

<input type="checkbox"/> Bearer Shares	Certificate No. 1	Number of shares	
	Certificate No. 2	Number of shares	
	Certificate No. 3	Number of shares	
	Certificate No. 4	Number of shares	

OR

(iii) Registered Shares to be issued as follows:

<input type="checkbox"/> Registered Shares			
Name		Number of shares	
Address		Passport Number	
Name		Number of shares	
Address		Passport Number	

(K) Public Office:

(a) Does any Director, Shareholder, Beneficial Owner, or their close family member hold political or public office in any country?

Yes No

(b) Has any Director, Shareholder, Beneficial Owner of their close family member held political or public office in any country within the last ten years?

Yes No

*Please elaborate if the answer is YES to any of the above: _____

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(L) Company Seal to be provided by:

- International Corporate Services Limited to supply Corporate Seal
- Yourselves (Imprint must be sent to Registered Agent)

(M) Do you require a bank account?

- Yes (If yes, we will send you a list of the banks we recommend)
- No

(N) Do you require notarization and/or apostille?

- Yes (If yes, please specify which docs)
- No

(O) Do you require Certification by Consulate?

- Yes (If yes, please specify the country)
- No

(P) Mailing address for this package:

Name / Company	
Address	
Telephone number	

* I/We declare and confirm the above information is true and correct and that the company to be incorporated will not be used for money laundering, terrorist activities or any other illegal activity or in a manner likely to damage the good name of International Corporate Services Limited or the jurisdiction of incorporation. I/We will take independent legal advice before proceeding and I am/We are aware, and intend, to honour my/our legal responsibilities in my/our jurisdiction.

I/We confirm and agree that should any changes occur in the information contained herein I/We will inform International Corporate Services Limited.

Signature of Beneficial Owner _____

Dated this _____ day of _____ 20 .

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Terms and Conditions

BETWEEN

_____ of _____
(hereinafter called "the beneficial owner") of the One Part.

AND:

INTERNATIONAL CORPORATE SERVICES LIMITED
a company incorporated and existing under the laws
of the Belize and having its registered office at #1 Mapp Street,
Belize City, Belize C.A.(hereinafter called the Registered Agent")
of the Other Part.

Whereas:

- A. The Owner has caused a company to be incorporated under the laws of Dominica known as _____ (Hereinafter called "the company").
- B. The Owner wishes to arrange for a registered office and local agents to attend to the affairs of the Company.
- C. The Registered Agent carries on the business of providing such services for companies registered in Dominica.

NOW THIS AGREEMENT WITNESSES that:

A. ENGAGEMENT:

The Owner hereby engages the Registered Agent and the Registered Agent agrees to serve the Owner as a registered agent with effect from the date hereof until the 31st day of December of that year and from year to year thereafter until either party in accordance with its provisions terminates this agreement.'

B. DUTIES:

As Registered Agent to the Owner, the Registered Agent shall perform the following duties on behalf of the Company:

1. Provide for a registered office of the Company to which all communications and notices may be addressed, but nothing herein shall permit the Company to transact any business at or utilize any staff or equipment at its registered office.
2. Give notice to the Registrar of Company of any change in the location of the registered office of the Company in accordance with the International Business Companies Act (the Act).
3. Keep in custody an imprint of the common seal of the Company at its registered office.
4. If required maintain and keep in custody a register of directors and officers and a register of mortgages and charges of the Company and, a register of members at its registered office, in accordance with the Act.
5. Give notice to the Registrar of Companies of any change of which the Registered Agent is notified in the name, address, Memorandum and Articles of Association of the Company, as required by the Act.
6. Maintain and keep in custody all minutes of meetings of the directors and members of the Company of which the Registered Agent is notified or supplied, in accordance with the Act.

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7. Cause notices to be delivered of meetings held, and minutes and resolutions to be drawn and executed to enable the Company to hold meetings of the members or meetings of the directors anywhere in accordance with the Act and upon payment of such further fees as may be agreed upon such special meeting and resolutions as may be required by the Owner.
8. Open, consider, and, if necessary and/or permitted by the laws of Dominica, forthwith deliver to the Owner at his last known address a summary of, or all, writs, notices, summonses, orders, or other documents delivered or served upon the Company at its registered office, in accordance with the Act.
9. If requested to do so by the Owner, to cause appropriate nominee directors or shareholders upon payment of such further fees as may be agreed upon and to furnish to the Registrar of Companies during the month of July in each year with the annual license fee, in accordance with the Act.
10. Alert the Owner, generally, of changes or clarifications in the laws of the Dominica that might affect the status or business of the Company.
11. Retain and hold any bearer share issued by the company and information on the beneficial owner of such share.

C. COMPENSATION:

Subject to Clause D herein, the Registered Agent shall be paid the sum of US\$100.00 annually, or such sum as may from time to time be chargeable, which sum excludes any other charges incurred on behalf of the Company during the previous year and also excludes the annual license fee or any other appropriate government fees, if any, in the year. Payment shall be made at International Corporate Services Limited on or before the 1st day of January in each year in advance; and any delay in receipt of prompt payment in full by the Owner shall be sufficient cause for the Registered Agent to cease performance of the duties of the Registered Agent, notwithstanding the consequences of such non-performance to either the Owner or the Company.

D. NOTICE OF INCREASED COMPENSATION:

If the Registered Agent sends to the Owner before the 15th day of November in any year written notice of any increase in the compensation payable to the Registered Agent, it shall be effective for the next calendar year without amending this agreement.

E. CONFIDENTIALITY:

The Registered Agent shall not, on its own accord, except as authorized in writing by the Company or as required by any law, regulation or practice, disclose or permit the disclosure to any person any information of any kind relating to the directors, officers, members, business, or affairs of the Company.

F. TERMINATION:

- i. The owner may terminate this agreement at any time upon at least ten (10) days' notice in writing or an order of a court, but compensation paid to the Registered Agent prior to termination shall not be accrued and no part of it shall be refundable. The Owner hereby grants to the Registered Agent a first charge by way of lien upon the corporate documents of the Company as security for payment to the Registered Agent of its compensation pursuant to this agreement.
- ii. The Registered Agent, may at any time without assigning any reason therefore, resign by giving at least thirty (90) days' notice in writing to the Owner. The Registered Agent may elect to immediately cease to provide nominees in any capacity, in which case, resignations shall thereupon be inserted in the corporate records and share transfers shall be endorsed to their respective beneficiaries and held for delivery. If the Registered Agent resigns, its compensation shall be apportioned as to fees but not disbursements, and any credit remaining shall be paid to the Owner.

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G. NOT TO USE CORPORATION FOR CRIMINAL PURPOSES:

- (a) The Owner warrants that the Company shall not be managed or used to infringe any laws and expressly absolves the Registered Agent from any liability in respect of compliance for any disclosure which may be occasioned by the Owner entering into any illegal activity;
- (b) The Owner declares, warrants and confirms that the statements set out in the Schedule hereto are true and accurate in all respects.

H. NOTICES:

Any notice required or permitted to be given by this agreement shall be in writing and may be delivered by hand or transmitted by email or facsimile transmission, in which case, it shall be deemed to have been delivered two (2) days after transmission, or mailed by prepaid registered mail addressed to the party concerned at his last known address, in which case, it shall be deemed to have been delivered seven (7) days after mailing, as aforesaid.

I. TIME OF ESSENCE:

Time shall, in all respects, be of the essence of this agreement.

J. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties hereto with respect to all matters herein and neither of the parties shall rely upon or regard as material any representation or statement whatsoever not incorporated herein, and subject to Clause 4 herein, this agreement shall not be amended except by instrument of equal formality.

K. INUREMENT:

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

L. HEADINGS:

The headings used throughout this agreement form no part of it and shall be deemed to have been inserted solely for the convenience of reference.

M. INDEMNITY:

The Owner hereby agrees to at all times indemnify and save harmless the Registered Agent, its officers, directors, or beneficial or registered shareholders from all actions, causes of actions, claims, or demands in any way arising from the Registered Agent acting on behalf of the Owner on the terms herein, including any action or omission of the Registered Agent or any of its officers, directors, or shareholders, excepting only wilful acts or fraud by the Registered Agent, its officers, directors, or shareholders.

SCHEDULE

1. I am in the business of _____.
2. The source of funding for the incorporation and maintenance of the company and its accounts is from _____.
3. The funds to incorporate maintain and operate the company as well as any future transactions through the above company will not be from any illicit sources such as drug trafficking or money laundering.
4. I am not involved in any illicit activities nor is there any criminal or civil action pending or threatened against me or any related person.

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DATE: _____ DAY OF _____, 20 .

BENEFICIAL OWNER

NAME IN BLOCK LETTERS _____

SIGNATURE _____

**For and on behalf of International Corporate Services Limited
REGISTERED AGENT**

NAME IN BLOCK LETTERS _____

SIGNATURE _____

APPENDIX 1

Initials _____

DUE DILIGENCE CHECKLIST

RE: _____
(NAME OF COMPANY)

*Each **Individual** Director, Shareholder, Beneficial Owner must provide the following:

- Certified copy of Passport or National ID
- Original or certified copy of a Utility Bill
- Full contact information
- Original Banker's / Attorney or Accountant Reference
- Declaration Form of Beneficial Ownership
- Purpose for company and its intended business activity
- Source of funds
- Accounting Records Declaration

*Each **Corporate** Director, Shareholder, Beneficial Owner must provide the following:

- Certified copy of Cert. Of Incorporation
- Certified copy of Memorandum and Articles
- Certificate of Incumbency reflecting current Directors and Shareholders
- Certificate of Good Standing
- Certified copy of Passport or National ID of each of director, shareholder and Beneficial Owner
- Original or certified copy of a Utility Bill of each director, shareholder and Beneficial Owner
- Original Banker's/Attorney or Accountant Reference of each director, shareholder and Beneficial Owner
- Declaration Form from all Directors/Shareholders/Beneficiaries
- Purpose for company and its intended business activity
- Source of funds
- Accounting Records Declaration

*** Bearer Shares Requirements:**

- By law ICSL must retain custody of the original Bearer share certificate;
- All of the above due diligence on the End Beneficial Owner of Bearer shares of the company where relevant must be provided to ICSL along with an original executed copy of the Custodian Bearer Share Agreement.

***NB: All documents are to be in English or a certified English translation will be required.**

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