



**TRANSFER IN FORM**

We, \_\_\_\_\_, of \_\_\_\_\_, an approved  
*Name of introducer* *Address*

Intermediary Introducer hereby appoint **International Corporate Services Limited** to take over the **Registered Agent/Office Role** of our **BELIZE** Business Company (BC) \_\_\_\_\_ on my/our behalf.  
*Name of Company*

**(A) Type of Company**

Private Company

Foreign Company (CARICOM)

**(B) Detailed description of the nature of the company's business activity (Please be as detailed as possible)**

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**(C) Licensed Activities: *(Only use if Applicable)***

Activity or activities which the applicant is carrying for which a licence was required -

- |     |  |                          |
|-----|--|--------------------------|
| 1.  | Formation or management of international business companies or other offshore companies  | <input type="checkbox"/> |
| 2.  | Trust formation and management of offshore trusts and provision of trustee services  | <input type="checkbox"/> |
| 3.  | International asset protection and management  | <input type="checkbox"/> |
| 4.  | Money transmission services  | <input type="checkbox"/> |
| 5.  | Payment processing services  | <input type="checkbox"/> |
| 6.  | Trading in foreign exchange  | <input type="checkbox"/> |
| 7.  | Trading in financial and commodity-based derivative instruments and other securities (e.g., futures, options, interest rates, foreign exchange instruments, shares, stock, contracts for differences etc.) | <input type="checkbox"/> |
| 8.  | Money brokering  | <input type="checkbox"/> |
| 9.  | Money lending and pawning  | <input type="checkbox"/> |
| 10. | Money exchange   | <input type="checkbox"/> |
| 11. | Safe custody services  | <input type="checkbox"/> |

- 12. Accounting services
- 13. Brokerage, consultancy or advisory services in any of the above services
- 14. International Insurance
- 15. Mutual Funds
- 16. Online Gaming
- 17. Offshore Banking

**(D) I/We confirm that the following country/ies is/are where the Company is carrying on its business operation/activities:**

\_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

**(F) State reason for change of Agent/Office:**

\_\_\_\_\_  
 \_\_\_\_\_

**(G) Director (s)**

(i)  International Corporate Services Limited to supply Nominee Director **(Please refer to Appendix 1 for due diligence)**

**(ii) Director(s) are as follows: (Please refer to Appendix 1 for due diligence)**

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.	
Fax		Fax	
Email Address		Email Address	
Passport Attached		Passport Attached	

\* Where the Director is a Company, we will require a Certificate of Good Standing for the company, and a Certificate of Incumbency stating the names and addresses of its officers/directors and those authorized to sign on behalf of the company.

**(H) Shareholder (s) / Beneficial owner (s) (Please refer to Appendix 1 for due diligence)**

(i)  International Corporate Services Limited to supply Nominee Shareholder. **(Please refer to Appendix 1 for due diligence)**

OR

(ii) Registered Shareholders information:

<input type="checkbox"/> <b>Registered Shares (Please refer to Appendix 1 for due diligence)</b>			
Name		Number of shares	
Address		Passport Number	
Name		Number of shares	
Address		Passport Number	

\* In the case of a company being the Shareholder, we will require a Certificate of Good Standing for the company, and a Certificate of Incumbency stating the names and addresses of its officers/directors and those authorized to sign on behalf of the company.

**(I) 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**(J) Economic Substance & Tax Residence**

Does the company operate in Belize?      Yes       No

Does the company operate solely in Belize? Yes       No

If no, please indicate the company's tax residence. \_\_\_\_\_

Please provide the company's Belize Tax Identification Number (TIN) \_\_\_\_\_

**(J) Mailing address for all courier (all documents will be sent to this address unless advised otherwise):**

Name / Company	
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Address and Telephone number	
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**(K) Please note that all annual fees are due 1st day of January of each year and has until June 30<sup>th</sup> to file its annual returns. If the annual fees yet remain unpaid after the 31st day of December, the company will be struck from the Register of Companies and thus up for restoration and until then, the company will be considered inactive.**

Also note that the Registry nor ICS (Agent) will render any services to any Company which has not paid their annual fees for the current year. Such services include Certifications by registry, Cert. of Good Standing, Amendments etc., to name a few.

I, hereby confirm that all invoices pertaining to renewals be sent to us by:

- (a) Fax to this number: \_\_\_\_\_
- (b) Email to this address: \_\_\_\_\_

**(L) FINANCIAL RECORDS:**

- 1) A Company shall keep records that-
  - a) Are sufficient to show and explain the company’s transactions; and
  - b) Will, at any time, enable the financial position of the company to be determined with reasonable accuracy.
- 2) If the accounting records of a company are kept outside Belize, the company shall ensure that it keeps at its registered office-
  - a) Accounts and returns adequate to enable the directors of the company to ascertain the financial position of the company with reasonable accuracy on a quarterly basis; and
  - b) A written record of the place or places outside Belize where its accounting records are kept.

***I therefore agree to complete the Financial Records Declaration (attached) and notify ICS of any changes to such information immediately.***

**(M) Instructions submitted by:**

Name	
Address	
Tel.	
Fax	
Email	

\* 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 Approved Intermediary \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 .



## POLITICALLY EXPOSED PERSON (PEP) DECLARATION FORM

The Money Laundering and Terrorism (Prevention) Act Chap. 104 revised 2016, requires that ALL financial institutions operating within Belize take adequate measures to determine if a client or the beneficial owner of a company may be a Politically Exposed Person (PEP); in this respect, we ask that you kindly check Yes or No in response to each of the following questions:

Do you, any family member or close associate currently hold or have once held any of the following positions in Belize or in a country other than Belize? *See Guidance Notes below.*

<input type="checkbox"/> Yes	<input type="checkbox"/> No	(a)	Head of State or Government, Government Minister, Deputy or Assistant Government Minister
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(b)	Senior Political position (eg. Member of Parliament, Standard Bearer, House Speaker, Area Representative)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(c)	Senior Government position (eg. Minister, CEO)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(d)	Judicial or Legislative Official (eg. Judge, Magistrate)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(e)	Military Official with rank of General or above (eg. Brigadier General, Chief of Staff, Commandant)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(f)	Senior executive, Director or Manager of a State-Owned Corporation or Bank
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(g)	Important Political Party Official (eg. Party Chairman or Campaign Manager)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(h)	Ambassador or Chargés D' Affairs or counselor of an ambassador (does NOT include Foreign Consular)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	(i)	Members of Courts of Auditors or Boards of Central Banks

### **Guidance Notes**

1) Family members of such an individual include the following:

- The spouse or common-law or co-habitant of such an individual
- The child (birth, adopted or through marriage) of such an individual
- The mother or father (birth, adopted or through marriage) of such an individual
- The mother or father (birth, adopted or through marriage) of the spouse of such an individual
- The brother, sister, half-brother or half-sister of such an individual
- Any other close family member of such an individual

2) A close associate of such an individual would be any natural person who commonly benefits from the assets or from an established business relationship or from another form of close business contact with the individual.

3) A State-Owned Corporation is any company or organization where the Government has 50% or more shareholding.

**If you answered Yes to any of the above, kindly provide specific details of the position or appointment and the relationship with such person in the box below.**

Specific Position or Appointment:.....
Relationship:
<input type="checkbox"/> Myself
<input type="checkbox"/> Other (Please give full name of the person holding the position or appointment and your exact relationship to such person)
Full Name: .....
Relationship: .....

I further declare that should my PEP status change at any time in the future, I will inform International Corporate Services Limited by requesting and completing an updated PEP Declaration Form.

\_\_\_\_\_

Full Legal Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date  
(DD/MM/YYYY)



**FINANCIAL RECORDS DECLARATION**

Dated this... day of....., 20

Dear Sirs,

I, \_\_\_\_\_ **(Director / Beneficial Owner)** of  
 \_\_\_\_\_ **(Address of Director/Beneficial Owner),**

Passport/ID Number **(Passport/ID number)**, hereby undertake and notify International Corporate Services Limited, the  
 Registered Agent of \_\_\_\_\_ **(the Company)**, that the accounting records (financial  
 statements, sales slips, contracts and invoices, etc.) of the Company shall be kept at  
 \_\_\_\_\_ **(the Address)** , until otherwise  
 determined by the Director(s)/Beneficial Owner. Additionally, the Company shall keep records that are sufficient to show  
 and explain the company’s transactions; and will, at any time, enable the financial position of the company to be determined  
 with reasonable accuracy.

Should there be any changes concerning the address where the above records are being kept, I/We will immediately inform  
**International Corporate Services Limited** within fourteen (14) days.

..... **(Sign Here)**  
**Name:**  
**Director/Beneficial Owner**

**Initials** \_\_\_\_\_

**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.(hereinaftercalled the Registered Agent") of the Other Part.

**Whereas:**

- A. The Owner has caused a company to be incorporated under the laws of Belize 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 Belize.

**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 Belize Companies Act (the Act).
- 3. Keep in custody an imprint of the common seal of the Company at its registered office.
- 4. Keep in custody a register of directors and officers and a register of mortgages and charges of the Company and, a register of members and register of beneficial owners at its registered office, in accordance with the Act.
- 5. Give notice to the regulators 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.
- 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 Belize, 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.

**Initials \_\_\_\_\_**



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 Belize that might affect the status or business of the Company.

**C. COMPENSATION:**

Subject to Clause D herein, the Registered Agent shall be paid the sum of US\$200.00 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 of #1 Mapp Street, Belize City, Belize C.A. 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.

**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:**

**Initials \_\_\_\_\_**

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.

**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 \_\_\_\_\_

**Initials** \_\_\_\_\_