



LAW & COMMERCE TRUST LIMITED

Level 2, Lot 19, Lazenda Commercial Centre, Phase 3, 87007 F.T. Labuan, Malaysia

Tel: 087 421644 Fax: 087 421646 E-mail: lctrust@tm.net.my Website: www.simplyoffshore.com

FOREIGN COMPANY REGISTRATION QUESTIONNAIRE

- 1) This questionnaire is a very important preliminary document. Whilst it may appear long, it is in your best interest that it is completed. Completing it will enable us to understand your requirement and thus enable us to provide better service to you. Not only this questionnaire satisfies our basic due diligent requirement, it also prevents unauthorized disclosure of very important information about you and your business. **PLEASE COMPLETE ALL SECTIONS**
- 2) **WE ARE NOT ABLE TO PROCESS YOUR ORDER IF THIS QUESTIONNAIRE IS NOT COMPLETED**
- 3) Please fax to +6-087-421646 or scan and e-mail to compliance@simplyoffshore.com
- 4) If completing in hand writing please use **BLOCK CAPITAL**.

SECTION A: COMPANY

1) Company name:

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Main business activities:¹

Jurisdiction

Size of authorised capital:

Size of paid up capital:

SECTION B: OWNERSHIP

[Please provide proof of identity of each person named in this section. In the case of an individual his or her passport copy and in the case of a corporation, its certificate of incorporation. All ID documents require CERTIFICATION]

Shareholder 1

Name:

*Passport No. / Co. No.

*Nationality / Place of registration:

*Residential² / Registered address:

¹ Please explain in detail. "Investment holding" or "trading" or "consultancy" is not sufficient. We need to **understand your business** and where bank account is required it becomes more important that you give details of your nature of business.

Telephone number: ³		Fax No:		E-mail:	
Percentage of ownership:		Current profession:		Company director	

Shareholder 2 , Please complete if required.					
Name:					
*Passport No. / Co. No.					
*Nationality / Place of registration:					
*Residential ⁴ / Registered address:					
Telephone number:		Fax No:		E-mail:	
Percentage of ownership:		Current profession:		Company director	

Shareholder 3 , Please complete if required.					
Name:					
*Passport No. / Co. No.					
*Nationality / Place of registration:					
*Residential ⁵ / Registered address:					
Telephone number:		Fax No:		E-mail:	
Percentage of ownership:		Current profession:		Corporation	

SECTION C: DIRECTORSHIP

[Please provide proof of identity of each person named in this section. In the case of an individual his or her passport copy and in the case of a corporation, its certificate of incorporation. All ID documents require CERTIFICATION]

Director 1					
Name					
Passport		Nationality			
Residential					

² For an individual, **residential address** must be given. P.O box address or business centre address is not acceptable. We bank account is to be we also require **proof of residential address** in the form of utility bills, bank statement or credit card statement.

³ If only mobile number is given, fixed line number too must be obtained.

⁴ For an individual, **residential address** must be given. P.O box address or business centre address is not acceptable. Where bank account is to opened be we also require **proof of residential address** in the form of utility bills, bank statement or credit card statement.

⁵ For an individual, **residential address** must be given. P.O box address or business centre address is not acceptable. Where bank account is to opened be we also require **proof of residential address** in the form of utility bills, bank statement or credit card statement.

address:					
Tel. No.		Fax No:		E-mail	
Current profession:					

Director 2 (if any)					
Name					
Passport		Nationality			
Residential address:					
Tel. No.		Fax No:		E-mail	
Current profession:					

(Please provide on separate sheet if more directors are required.)

SECTION D: ACCOUNT & AUDIT
This section does not apply to BVI & Brunei IBCs

Account & audit:				
a) Do you want us to do accounting work for you?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
b) Do you want us to appoint auditors for you?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

SECTION E: BILLING, PAYMENT & DELIVERY

Please provide contact person and address where documents could be couriered.	
Please provide contact person and contact details where invoices, bills, reminders or notice could be sent	
What is your normal payment method?	

SECTION F: AUTHORISED PERSON/S & INSTRUCTION

Please state the name/s of person/s from whom we shall take instruction regarding your company. In order to protect your identity and business affair and to protect us from the risk of unauthorized disclosure we shall only take instruction from the person/s named in this section. We reserve the right to insist that all or some instruction must be made in writing. We reserve the right to decline instructions from person/s who we think is not properly authorised.

Please provide the name of person/s from whom we shall take instruction.	
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SECTION G: MARKETING INFORMATION

If you are not already our existing client, we would be glad if you could let us know how you come to know of us or of our services?	
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SECTION H: CERTIFICATION REQUIREMENT & PROOF OF RESIDENTIAL ADDRESS

It is very important that we know the true identity of every person with whom we enter into a business relationship. We are not able to enter into any business relationship with you unless such identity is not established. True identity may be established by meeting you in person and citing of original proof of identity like passport or other identity documents. If meeting in person is not possible we require any proof of identity to be verified by a lawyer, accountant, banker, notary public, commissioner for declaration, embassy officer or officer from a trust company or other reputable professional or financial firms. Person verifying the proof must put his name, designation, signature and address on the document.

Where a bank account is required to be opened, every director, shareholder and or beneficial owner **MUST** provide proof of residential address. This may be in the form of utility bills, credit card statement or bank statement. Postal box address or business centre address is not acceptable.

SECTION I: DECLARATION

11) Declaration by the director/s:

By signing below I/we hereby declare that the information given in this Company Formation Questionnaire is true and I/we agree to be bound by the Terms & Conditions below.

We enclose the sum of	US\$		in respect of services to be provided as per the attached written quotation.
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Date:

Signature of Director/Corporate Representative

Note/Special requirement:
If any.

Registration of a branch

TERMS & CONDITIONS

The parties:

- 1) "**Beneficial Owner/s**" refers to person/s whose name/s and signature/s appears under the heading "beneficial owner/s" in the Company Formation Questionnaire.
- 2) "**Law & Commerce**" refers to Law & Commerce Trust Limited, its officers, employees, agents and any companies which may be added as group companies from time to time.

Contractual relation:

- 1) By signing the Company Formation Questionnaire the Beneficial Owner/s have agreed to enter into a contractual relation with Law & Commerce for the supplies of services enumerated in the Company Formation Questionnaire or any further services as may be subsequently added and have agreed to be bound by the terms and conditions herein provided.
- 2) By signing the Company Formation Questionnaire the Beneficial Owner/s represent that he is not acting for or on behalf of an undisclosed principal and that all information given is true and accurate.

Due diligence: The Beneficial Owner/s have agreed that in complying with the conduct of due diligent exercise by Law & Commerce, the Beneficial Owner/s shall produce proof of identities, referees and any other information as may be requested and satisfactory to Law & Commerce.

Right of refusal: The Beneficial Owner/s have agreed that Law & Commerce may, without giving any reasons, refuse to provide any or all services to the Beneficial Owner/s, such refusal may be exercised during due diligent stage or at any time thereafter.

Termination: Notwithstanding any other provision herein, either party may, without giving any reasons terminate the relationship by giving the other party a notice in writing. Such a notice shall be of duration not less than one month. On the termination of notice by either party, any sum owed, outstanding or kept by either party shall become due and payable.

Transfer: Where transfer of management becomes necessary, due to refusal or termination, the Beneficial Owner/s shall, during the relevant notice period inform Law & Commerce of new agent who will replace Law & Commerce. It is hereby agreed that all expenses incurred for the purpose of the transfer shall be borne by the Beneficial Owner/s.

Payment:

- 1) The Beneficial Owner/s has agreed that no services may be rendered by Law & Commerce unless full payment for the services has been received in advance by Law & Commerce.
- 2) The Beneficial Owner/s has agreed to pay the amount/s specified in fee quotation/s or invoice/s raised by Law & Commerce net of any bank charges. Such fee quotation/s or invoice/s will form part of the Questionnaire & Order Form.
- 3) The Beneficial Owner/s have agreed that if due to deduction of bank charges, the amount received by Law & Commerce is less than the amount quoted or invoiced, the Beneficial Owner/s will make good of the difference either by allowing Law & Commerce to carry forward the difference to future invoices or by any other way as may be specified by Law & Commerce.
- 4) The Beneficial Owner/s has agreed that refund on orders already processed shall be entirely at the discretion of Law & Commerce.
- 5) Where renewal of services is not required by the Beneficial Owner/s, a 90-day written notice must be given to Law & Commerce. During the notice period the Beneficial Owner/s have agreed that all fees outstanding, if any, will be paid.

6) Where late payment is made in respect of invoices raised, the Beneficial Owners have agreed to be responsible for any penalties or fines that may be attributed to the late payment.

Administrative deposits: Where requested, the Beneficial Owner/s have agreed to place a deposit, the sum of which to be determined from time to time by Law & Commerce, such deposit is to be used to meet charges for on-going services that may be carried out by Law & Commerce on behalf of the Beneficial Owner/s.

Confidentiality: All information received by both parties remains private and confidential. No such information shall be disclosed to anyone, unless in accordance with the laws, even if no business relation materialise or even after business relation has ceased to exist.

Legal purpose: The Beneficial Owner/s hereby declares that all services requested for or structures acquired are to be utilised for legal purpose. In the event of doubt, it is incumbent on the Beneficial Owner/s to seek legal advice on the legality.

Legal or tax advice: It is understood that Law & Commerce is not providing legal or tax advice. The Beneficial Owner/s is required, prior to acquiring services or structures from Law & Commerce, to have consulted legal or tax advice on his/their requirements and circumstances.

No liability for loss or penalties: Law & Commerce shall not be liable for any penalties, fees, fines or other liabilities incurred by the Beneficial Owner/s arising out of the use of the services or structures provided by Law & Commerce.

Disputes: In the event of disputes, it is hereby agreed that the disputes will be submitted to the jurisdiction of the Courts in Malaysia.

Prices of services: Law & Commerce reserves the right to vary delete any terms and condition herein, including prices and range of services.

Contact details and authorised person/s: Unless otherwise notified in writing, contact details of the Beneficial Owner/s and the authorised person/s appear in the columns "contact details" and "authorised person/s" respectively in the Company Formation Questionnaire.

Anti-money laundering legislation: Law & Commerce is a "reporting institution" pursuant to the Anti-Money Laundering Act 2001. In compliance with the 2001 Act Law & Commerce has the right to request for extra information or documents pertaining to the Beneficial Owner/s or his structures at anytime during the currency of its relationship with the Beneficial Owner/s.

Payment method

Full payment must be received before any service can be delivered. Payment can be made by telegraphic transfer, cheque or cash.

Payment by cheque can be made to 'Law & Commerce Trust Limited.'

Payment by TT in US\$ or RM can be made to:

(i) A/c No: 715120-016564 [Foreign currency Account]

(ii) A/c No: 515120-613151 [MYR Account]

Beneficiary : Law & Commerce Trust Limited
Beneficiary Bank : **Maybank**,
Lot E005, Ground Floor Podium Level,
Financial Park Labuan Complex,
Jalan Merdeka, 87000 Labuan FT, Malaysia
SWIFT Code : MBBEMYKL

Please read our Pricing Policy before making any payment.

Confidentiality policy

All information or documents, as the case may be, given by the beneficial owners or his advisors will be treated on strictly confidential basis. This information will be used solely for the purpose of registering your company and for opening bank account/s, as the case may be. The information or documents given remain confidential even if the company is not registered or account not opened.

Licensing & Professional Indemnity

Law & Commerce Trust Limited is a licensed trust company and regulated by the Labuan Offshore Financial Services Authorities.

Law & Commerce Trust Limited has at any time professional indemnity coverage of not less than RM1,000,000.00 as required by the law.

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WE APPRECIATE YOUR BUSINESS