

**APPLICATION FORMS TO INCORPORATE A LOCAL COMPANY (CHAPTER 250) IN BELIZE**

I \_\_\_\_\_ of \_\_\_\_\_

hereby instruct Titoff Realty Ltd. to form a **BELIZE** local company on my behalf as follows:

**(A) Name of Company** \_\_\_\_\_ **Package:** \_\_\_\_\_

**(B)** If the company name has not already been reserved, please provide two (2) 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) State your source of funds** \_\_\_\_\_

**(E) Authorised Capital:** (Check  one)

Standard         (BZD10,000 of BZD1 par value of share)

Non-Standard     For Non-Standard Capital

Option:        Share Capital \_\_\_\_\_    Par Value of Shares: \_\_\_\_\_

Initials \_\_\_\_\_

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

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**(G) In what countries will the Company be operating?** \_\_\_\_\_

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

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

(i)  Titoff Realty Ltd. to supply Nominee Director (US\$2,500 per year)

**(ii) Director(s) are as follows:**

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

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

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

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

(i)  Titoff Realty Ltd. to supply Nominee Shareholders. (US\$2,500 per year)

(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:**

- Titoff Realty Ltd. to supply Corporate Seal (US\$100)
- Yourselves (The seal must be sent to us ASAP)

**(M) Do you require a bank account?**

- Yes (Platinum and Palladium packs include bank account)
- No

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

- Yes - Gold, Platinum and Palladium packs include this service)
- No

**(O) Do you require Certificate of Good Standing?**

- Yes - US\$250
- No

**(P) Mailing address for all original documents and future courier** (all documents will be sent to this address unless advised otherwise):

Name	
Address Telephone	

**(Q) Please note that all annual fees are due 2nd day of January of each year.** If a company fails to pay the annual fees by the 2nd day of January, Titoff Realty Ltd. will resign as your nominee director and shareholder.

Also note that Titoff Realty Ltd. will not render any services to any Belize Local Company which has not paid their annual fees for the current year.

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

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

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

**(R) ACCOUNTING RECORDS:**

Under the laws of Belize it is mandatory for all Belize companies and entities to keep reliable accounting records. The accounting records shall include sufficient information to explain the company's transactions and determine the financial position of the entity with reasonable accuracy. The entity shall provide Titoff Realty Ltd. with a written record of the physical address of the place(s) where the accounting records are kept and notify Titoff Realty Ltd. of any change thereto within fourteen (14) days of such change.

I therefore agree to complete the Accounting Records Declaration (attached) and notify Titoff Realty Ltd. of any changes to such information immediately.

**(S) Instructions submitted by:**

Name	
Address	
Tel.	
Fax	
Email	

\* I 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 Titoff Realty Ltd. or the jurisdiction of incorporation. I will take independent legal advice before proceeding and I am aware, and intend, to honor my legal responsibilities in my jurisdiction.

I confirm and agree that should any changes occur in the information contained herein I will inform Titoff Realty Ltd.

Signature of Beneficial Owner \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 .

**Terms and Conditions**

**BETWEEN**

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

**AND:**

**TITOFF REALTY LTD.** a company incorporated and existing under the laws of the Belize and having its registered office at Titoff Place, 24.5 Old Northern Hwy, Boston Village, Belize, C.A. (hereinafter called the Titoff") of the Other Part.

**Whereas:**

A. The Owner has caused a company to be incorporated under the laws of Belize (Chapter 250) known as \_\_\_\_\_ (Hereinafter called "the company").

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

B. The Owner wishes to arrange for a registered office and local agents to attend to the affairs of the Company.

C. Titoff carries on the business of providing such services for companies registered in Belize.

**NOW THIS AGREEMENT WITNESSES that:**

**A. ENGAGEMENT:**

The Owner hereby engages Titoff and Titoff agrees to serve the Owner as an 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 agent to the Owner, Titoff 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 Titoff of any change in the location of the registered office of the Company .
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.
5. Maintain and keep in custody all minutes of meetings of the directors and members of the Company of which Titoff is notified or supplied.
6. 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.
7. 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, Titoff shall be paid the sum of US\$\_\_\_\_\_ annually, or such sum as may from time to time be chargeable, which sum includes annual license fee. Payment shall be made to Titoff Realty Ltd. on or before the 2nd 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 Titoff to cease performance of the duties of the Agent, notwithstanding the consequences of such non-performance to either the Owner or the Company.

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**D. NOTICE OF INCREASED COMPENSATION:**

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

**E. CONFIDENTIALITY:**

Titoff 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 Titoff prior to termination shall not be accrued and no part of it shall be refundable. The Owner hereby grants to Titoff a first charge by way of lien upon the corporate documents of the Company as security for payment to Titoff of its compensation pursuant to this agreement.
- ii. Titoff, may at any time without assigning any reason therefore, resign by giving at least thirty (90) days' notice in writing to the Owner. Titoff 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.

**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 Titoff 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.

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**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 Titoff, its officers, directors, or beneficial or registered shareholders from all actions, causes of actions, claims, or demands in any way arising from Titoff acting on behalf of the Owner on the terms herein, including any action or omission of Titoff or any of its officers, directors, or shareholders, excepting only wilful acts or fraud by Titoff, 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** \_\_\_\_\_, **2020** .

**BENEFICIAL OWNER**

NAME IN BLOCK LETTERS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**For and on behalf of TITOFF REALTY LTD.**

NAME IN BLOCK LETTERS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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