



# Foundation Order Form

No. 35 Barrack Road, Suite 202, P.O. Box 2391, Belize City, Belize, C.A.  
T +501 223 3934 info@berkeley-trust.com

Jurisdiction					
Foundation Name					
Please give three (3) names, in order of preference:	1.				
	2.				
	3.				
Purpose of the Foundation					
Proposed members of the Foundation Council:					
1					
2					
3					
Particulars of Founder(s):					
Surname:				First Name:	
Residential Address:					
Nationality:		Passport No:		Occupation:	
Tel No:		Fax No:		Email:	
Surname:				First Name:	
Residential Address:					
Nationality:		Passport No:		Occupation:	
Tel No:		Fax No:		Email:	

Particular of Beneficiary(ies)					
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	
<b>We have provided an additional list of assets to the above:</b>		<input type="checkbox"/> <b>Yes</b>		<input type="checkbox"/> <b>No</b>	
Particulars of Protector(s)					
<i>Appointment of the Protector is not mandatory</i>					
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	
<b>Surname:</b>		<b>First Name:</b>			
<b>Residential Address:</b>					
<b>Nationality:</b>		<b>Passport No:</b>		<b>Occupation:</b>	
<b>Tel No:</b>		<b>Fax No:</b>		<b>Email:</b>	

<b>Political Exposed Person (PEP)</b>			
Have any of the following been entrusted with a public prominent function (PEP)			
	<b>No</b>		<b>Yes</b> If yes, please provide name and position of PEP
<b>Member</b>			
<b>Founder</b>			
<b>Beneficiaries</b>			
<b>Protector</b>			
Are any of the following related to a person who holds public function (PEP)			
	<b>No</b>		<b>Yes</b> If yes, please provide name and position of PEP
<b>Member</b>			
<b>Founder</b>			
<b>Beneficiaries</b>			
<b>Protector</b>			
<b>Accounting Record Maintenance</b>			
Under the laws of Belize (pursuant to the Accounting Records (Maintenance) Act 2013) it is mandatory for all International Foundations and other entities to keep accurate, reliable, and easily accessible accounting records. All international foundations (the "foundations") and other entities are required to keep accounting records for a period of not less than five years following the closure of an account or the end of a transaction or the termination of a business relationship. All Foundations shall provide its Registered Agent with a written record of the physical address of the place where the accounting records are kept and notify the registered agent of any change thereto within fourteen (14) days.			
The physical address for retention of the accounting records for the foundation is:			
<b>Foundation Assets:</b>			
<b>A complete Deed of Donation is provided</b>		<b>Yes</b>	<b>No</b>
<b>A letter of Wishes is provided:</b>		<b>Yes</b>	<b>No</b>
<b>Detail of the assets which will form the foundation fund:</b>			
<b>Are some of the assets shares in a private company:</b>		<b>Yes</b>	<b>No</b>
<b>If yes, provide the following information for each company:</b>			
<b>Name of Company No. 1:</b>			
<b>Business of the Company</b>			

<b>Name of Company No. 2:</b>			
<b>Business of the Company</b>			
<ol style="list-style-type: none"> <li>1. Registration Certificate</li> <li>2. Memorandum &amp; Articles of Association or By-laws</li> <li>3. Register of Directors and Officers</li> <li>4. Register of Members / Shareholders &amp; Register of Beneficial Owners</li> <li>5. Share certificate(s) (if applicable)</li> <li>6. Certificate of Good Standing (if applicable)</li> <li>7. Fiduciary declarations / Declaration of Trust (if applicable)</li> <li>8. Financial Statements of the Company (if applicable)</li> </ol>			
<b>We have provided an additional list of assets to the above:</b>		<input type="checkbox"/>	<input type="checkbox"/>
		<b>Yes</b>	<b>No</b>
<b>Bank account(s) required:</b>			
		<input type="checkbox"/>	<input type="checkbox"/>
		<b>Yes</b>	<b>No</b>
<b>Brokerage account(s) required:</b>			
		<input type="checkbox"/>	<input type="checkbox"/>
		<b>Yes</b>	<b>No</b>
<b>Declaration:</b>			
<p>I/We declare and affirm that the above and additional information provided is true and that the assets to be introduced into the foundation are from lawful sources and are not deemed to be illegal or immoral either in their country(ies) of origin or my/our country(ies) of residence/citizenship. I/We also confirm I/we will provide further due diligence information to Berkeley Trust Company Limited if requested.</p>			
Full Name:		Full Name:	
Passport No.		Passport No.	
Signature:		Signature:	
<b>Important Notes:</b>			
<ol style="list-style-type: none"> <li>1. <b>Notarized/cetified passport copies to be provided for ALL Founder(s), Beneficiary(ies) &amp; Protector(s).</b></li> <li>2. <b>Bank reference letter have to be provided for ALL Founder(s).</b></li> <li>3. <b>Notarized/cetified copy of a recent utility bill or bank/credit card statement (no older than 2 months) to be provided for ALL Founder(s), Beneficiary(ies) and Protector(s).</b></li> <li>4. Berkeley Trust Company Limited reserves the right to decline any application at its absolute discretion.</li> <li>5. Clients are advised to take professional advice in their country of residence/citizenship before setting up a Foundation.</li> <li>6. The Founder(s) Declaration should be completed and signed by ALL Founder(s).</li> <li>7. The administration of the Foundation by Berkeley Trust Company Limited will be subject to Terms and Condition of Business.</li> </ol>			
<p>If you have any questions please contact us at <b>info@berkeley-trust.com</b></p>			

## FOUNDERS' DECLARATION

I,		in connection with*	
hereby declare that the following is true and correct:			
1.	My lawful name is:		
2.	My permanent home address is:		
3.	My passport number is:		
4.	I am a citizen of:		
5.	I am a resident of:		
6.	True copies of the identification pages of my current passport showing my signature and photograph are attached to this declaration.		
7.	My business occupation for the last three (3) years has been:		
8.	I have obtained professional advice in connection with the settlement of this foundation in my country of residence and citizenship.		
9.	I am not currently insolvent and any contemplated transfer of assets to the foundation will not render me insolvent.		
10.	None of my or the foundation's assets, net worth, income or activities relate in any manner to money laundering, or any activity that I know to be or have reason to believe are illegal in my country of citizenship, residence, or in Belize.		
11.	I do not intend to hinder, delay or defraud any creditors, or engage in any illegal conduct in relation to creditors and do not intend to engage the services of Berkeley Trust Company Limited or any of its member companies in order to facilitate or otherwise engage in such activity.		
12.	I have read and understood Berkeley Trust Company Limited's "Terms and Conditions" and accept and agree to be bound by these terms and conditions in my relationship with Berkeley Trust Company Limited.		
I hereby expressly, specially and unqualifiedly agree to wholly hold harmless and indemnify the Berkeley Trust Company Limited, its member companies and their shareholders, officers, directors, employees and agents from any liabilities of any kind of character arising out of any lawful actions taken by them I reliance upon any facts or statements contained in this declaration which may hereafter prove to be untrue or materially inaccurate.			
Founder:			Date:
Witness Signature:			Date:
Name:			

# ANNEXURE TO FOUNDER DECLARATION RE: UNLAWFUL ACTIVITIES

The law of a jurisdiction may contain legislation (the "legislation") making it criminal for anyone to conduct or attempt to conduct certain financial activities which involve the proceeds of unlawful activities. The transfer of assets into a limited partnership, trust, or other entity may constitute a criminal activity within the scope of such legislation if the assets transferred to such entities were derived from any of the unlawful activities specified in the legislation.

The unlawful activities under the legislation commonly consist primarily of drug-trafficking offences, financial misconduct and environmental crimes. Drug-trafficking offences include the manufacture, importation, sale, or distribution of controlled substances; the commission of acts constituting a continuing criminal enterprise; and transportation of drug paraphernalia.

Financial misconduct includes the concealment of assets from a receiver, custodian, trustee, marshal, or other officer of the court, from creditors in a bankruptcy proceeding, or from a statutory corporation or similar agency or person; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding or with intent to defeat the bankruptcy law; the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making of fraudulent bank or credit institution entries or loan or credit applications; and mail, wire, or bank fraud or bank or postal robbery or theft.

Environmental crimes include violations of statutory or regulatory laws. Other specified unlawful activities in such legislation could include counterfeiting, espionage, kidnapping or hostage-taking, the copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of Customs, illegal exporting of arms, and trading with a country's enemies.

# TERMS & CONDITIONS

## I. DEFINITIONS

**"Beneficial Owner"** means the Person who either directly or indirectly through his/her Professional Intermediary instructed BTC to form the Company and / or provide the Services and is the Person disclosed to the bank, brokerage or other third party supplier of Services as the Beneficial Owner.

**"Client"** means the Beneficial Owner of the Company or representative authorized by the Beneficial Owner of the Company who has requested BTC to provide Services to the owner or representative of the Company.

**"Company"** means any company, trust, foundation, mutual fund, LLC or other legally recognized structure established and/or administered by BTC.

**"Designated Person"** means a representative designated in writing and advised to BTC by the Client to handle specific matters relating to the Client.

**"Direct Cost"** means any costs incurred by BTC on behalf of the Client or his/her Company regardless of whether or not the Direct Cost is incurred in furtherance of the Services.

**"BTC"** means Berkeley Trust Company Limited or any company affiliated with Berkeley Trust Company Limited.

**"Belize"** means the country commonly referred to by that name which is located in Central America. **"Person"** means any natural person or Company.

**"Professional Intermediary"** mean lawyers, accountants, investment advisors, fiduciary service providers and other similar professionals.

**"Services"** means, but is not limited to, company formation, administration, registered agent, company secretarial, directors or nominee shareholders, bank or brokerage introductions, trustee, consultancy and other similar or related services provided by BTC to the Client's Company.

## II. REFUSAL TO PROVIDE OR TO CONTINUE PROVIDING SERVICES

BTC reserves the right at any time to refuse to or to discontinue providing Services, without notice and without reason, to any Client or his/her Company.

## III. CLIENT AND COMPANY INFORMATION – PRIVATE AND CONFIDENTIAL

BTC maintains Client and Company information, such as the name, contact details and any other information concerning the Client or Company is private and confidential. As such, the information provided by the Client to BTC or that acquired by BTC during the provision of Services is stored in a secure location, is accessible only

by designated staff of BTC, and is and will be used only for the purpose for which the Client provides the information. Client and Company information will not be disclosed to third parties without the Client's express written consent or to further the purpose for which the information was provided or if disclosure is required by law or is compelled by a competent court of law.

## IV. CLIENT'S RESPONSIBILITIES

A. The Client is solely responsible for receiving tax, regulatory and other legal advice regarding the Client's Company, the Services

provided by BTC to the Client and all Client matters in all the relevant jurisdictions of the Client's citizenship or residence and the jurisdiction of incorporation or where business is conducted by the Client's Company. BTC can make introductions of professionals to the Client regarding these matters, but BTC does not at any time purport to provide tax, regulatory or legal advice and is not responsible for either the same or the subsequent professional advice received from the introduction of other professional to the Client.

B. The Client shall provide BTC with a signed Foundation Order Form and Founder Declaration inclusive of all due diligence information indicated in the Foundation Order Form and Founder Declaration. The Client shall also provide, if applicable, all other information required by banks, brokerage firms or other third parties with which the Client instructs BTC to engage in relation to the Company or provision of Services to the Company or the Client.

C. The Client shall ensure BTC always has correct contact details and instructions regarding all matters regarding the Client's Company and Services requested by the Client. This includes, but is not limited to, informing BTC of details of transactions and copies of agreements or commitments entered into by the Company, any conduct of the Client or the Client's Company that may result in litigation or other adverse consequences, and other similar matters. BTC is not responsible for consequences where such information has not been accurately provided by the Client.

D. The Client shall not involve the Company in any unlawful act or conduct as the same may be defined in the jurisdictions in which the Client's Company does business or has adverse legal implications in the jurisdiction in which the Client resides and /or is liable for taxation in. The Client understands and confirms that it shall be the Client's sole responsibility to determine whether any such acts or conduct are unlawful. The Client understands and confirms that BTC shall not be responsible for any unlawful act or conduct in which the Client or its Company has been engaged.

E. The Client shall be responsible for all financial commitments of its Company and understands and, consequently, the Client confirms that BTC is not responsible for any financial commitments of the Client's Company.

F. The Client shall indemnify and hold harmless BTC, its affiliates, directors, employees and agents from and against all claims, actions, costs (including legal) and liabilities arising out of or relating to these Terms and Conditions and the Services provided to the Client and the Client's Company.

## V. FEES AND DIRECT COSTS

A. The Client undertakes to make payment of the negotiated and agreed fees for Services charged by BTC upon the Client receiving an invoice from BTC and the Services actually being provided to the Client or the Client's Company by BTC for the same.

B. The Client undertakes to pay BTC, in advance, or when agreed between the Client and BTC to reimburse, all Direct Costs of any kind relating to the Client's Company. The Client understands and confirms that BTC shall not be liable for any penalties, fines or other liabilities incurred by the Client or by the Client's Company.

C. The Client is responsible for informing BTC in a timely manner regarding the Client's decision to discontinue the Client's Company or the provision by BTC of Services to the Client or the Client's Company. Any failure by the Client to provide such information in a timely manner and the adverse consequences

that may result from such failure are the sole responsibility of the Client.

#### **VI. DIRECTORS, NOMINEE SHAREHOLDERS AND REGISTERED OFFICE**

A. Directors provided by BTC shall at all times review and consider requests from the Client in relation to the Client's Company or Services provided to the Client or the Client's Company, but Directors provided by BTC shall not be required to act in any manner they deem to be dishonest, illegal, improper or unethical regardless of whether or not such requests are in fact dishonest, illegal, improper or unethical.

B. BTC shall procure the resignation of Directors provided by BTC upon written request from the Client.

C. Nominee Shareholders provided by BTC shall issue a declaration of trust to the Client or the Client's Designated Person in relation to shares owned, as a matter of law, by such Nominee Shareholders provided by BTC to the Client's Company.

D. BTC or the registered agent in the relevant jurisdiction may relocate offices at any time and such a move may require changing of the mailing or registered office address of the Client's Company. BTC shall provide the Client as much advance notice as possible of any such move, but the Client understands and agrees that BTC shall not accept responsibility for any costs incurred by the Client or the Client's Company as a result thereof.

#### **VII. DISCLAIMER OF LIABILITY**

BTC expressly disclaims any liability to the Client, the Client's Company, and all third parties for any damage or loss to the Client, the Client's Company or any other Person arising out of the use of the Client's Company or the provision by BTC of Services to the Client, the Client's Company or any other Person.

#### **VIII. GENERAL PROVISIONS**

A. All instructions or requests concerning the Client, the Client's Company or Services to be provided by BTC to the Client or the Client's Company shall be given by the Client in writing to BTC.

B. All communications in relation to Services provided by BTC to the Client or the Client's Company shall be deemed received by the Client or the Client's Company if sent to the postal address, email address or facsimile provided to BTC by the Client or the Client's Company.

C. BTC shall not be liable for any failure to comply with any instructions (in whole or in part) received from the Client and shall not be responsible for consequences arising from non-receipt of instructions for any reason. The Client has responsibility to ensure they receive receipt of BTC's confirmation of instructions and it is recommended they do so. If the instruction is substantial, time sensitive or material.

D. BTC reserves the right to read, review or inspect any communications, documents or other items received at BTC's office for the Client or the Client's Company.

E. These Terms and Conditions supersede any other understanding the Client believes he/she has with BTC, whether oral or written, and no variation of these Terms and Conditions shall be effective unless agreed in writing by BTC.

F. Any and all obligations of BTC shall cease immediately if the Client fails to observe these Terms and Conditions or if BTC learns

that the Client's Company is or has been used for activities other than that disclosed by the Client in the Foundation Order Form or the Client has provided incorrect information at any time to BTC with regard to any aspect of his/her Company.

G. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Belize and all disputes arising in connection thereto shall be finally settled in accordance with the Arbitration Act, Chapter 125 of the Laws of Belize, Revised Edition, 2000. For the avoidance of doubt, the Client and the Client's Company and BTC agree that the decision of such arbitration shall be binding on all parties to that arbitration.