



Offshore Specialists

Your trusted partner

Terms of Business for Bank Account Introducing Service for business bank account

1. Purpose and Scope of Application

1.1

These Terms of Business are intended to govern the request and the execution of the bank introducing services.

All these services qualify as mandate agreements

Company legal name

Details of the legal representative

First name

Last name

Address

City

Province/State/Region

Country

Phone

email

hereafter denominated “**Client**”

1.2

These Terms of Business shall form an integral part of any agreement concluded between the Client, and Offshore Specialists on the execution of the order form either by way of online order or paper form (“**Agreement**”). By entering into an Agreement with Offshore Specialists, the Client accepts these Terms of Business.

1.3

Any Terms of Business which deviate from, contradict or supplement these Terms of Business shall not become a part of any Agreement, unless otherwise specifically agreed in writing between the Client and Offshore Specialists.

1.4

In the event of any conflict between the present Terms of Business and any Agreement, the provisions of the Agreement shall prevail over the present Terms of Business.

1.5

Offshore Specialists reserves the right to change the Terms and Conditions at any time with immediate effect. The Client shall be notified of such amendments by notice in writing. Amendments shall be deemed to be

approved by the Client unless Offshore Specialists receives a written objection thereto within four weeks from the date of the notice.

2. Content and Scope of the Services

Bank Account Opening

2.1

Offshore Specialists can perform the service of assistance in relation with the opening of a bank account for the Client. In this framework, Offshore Specialists may propose to the Client a list of banks.

The client must prepare all the required documents for the account opening. The banks have the right at their insindacable judgment and without obligation to present motivation to refuse the client.

The successful setting-up and opening of bank account and complementary services such as credit cards, chequebooks can not be guaranteed as depends on bank's sole discretion and/or credit check.

The client acknowledge that this is not a contract based on “final result” and renounce till now to dispute any payments made.

The service can only be employed for legal purposes.

3. Right to refuse services

3.1

Offshore Specialists reserves the right to refuse any and/or all its services to any Client without giving any reason or explanation

thereto, and cannot, under any circumstances, be held responsible for such refusal.

4. Legal Advice

4.1

Whilst Offshore Specialists endeavors to provide true and correct information on all its services, it is not providing legal advice. The Client is responsible for ensuring that he/she has taken all necessary tax and legal advice with regard to the establishment and operation of the Company and for ensuring that the activities will not breach the law of any relevant jurisdiction.

5. Legal Purposes

5.1

The Client warrants that he/she will not use any of the rights granted in any Agreement for any illegal, obscene, immoral or defamatory purposes and will not in any way bring Offshore Specialists into disrepute. The client will not in any way whatsoever use or combine the Offshore Specialists name, in whole or in part, for the purpose of trading activities. Offshore Specialists reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against the Client.

6 WARRANTIES

6.1

The Clients undertake, warrant and covenant with Offshore Specialists that:

6.1.1

they have full legal capacity to enter into an agreement with Offshore Specialists in accordance with these Terms of Business and to acquire the Entity and to receive the Services.

6.1.2

when the Entity is not a trust or a foundation, they are the ultimate beneficial owners of the Entity.

6.1.3

they are not and will not act in a fiduciary capacity for any other person, firm or company in relation to the Entity.

6.2

The Clients undertake and warrant with Offshore Specialists that they:

6.2.1

will comply with Offshore Specialists's Terms of Business. 6.2.2 procure that those appointed as Clients' Appointees understand the legal duties and obligations created by these Terms of Business and shall, if so required by Offshore Specialists, procure that such persons enter into direct written agreements with Offshore Specialists agreeing to comply with these Terms of Business.

6.2.3

have taken appropriate tax and legal advice with regard to the establishment, acquisition and operation of the Entity.

6.2.4

agree that Offshore Specialists may (but shall not in any event be obliged to) rely on communications received from the Clients or the Clients' Appointees in determining what steps Offshore Specialists is required to take in administering the Entity and providing the Services.

6.2.5

will pay, in full, any personal or corporate taxes that may become due as a result of the establishment and operations of the Entity.

7. Anti-Money Laundering and Due Diligence

7.1

The Client shall provide Offshore Specialists with such information as Offshore Specialists considers necessary in order to ensure that the Company complies with applicable legislation on anti-money laundering and due diligence. The Client is responsible for ensuring that the information provided to Offshore Specialists is correct. The client also represents to Offshore Specialists that assets or funds introduced to a Company do not represent either directly or indirectly the proceeds of a crime or other illegal activity. In order to enable Offshore Specialists meet its legal obligation, the Client shall keep Offshore Specialists fully and promptly informed of any changes in the beneficial ownership, shareholding and officers of the company.

Instructions

8.1

The Client and Offshore Specialists may send to each other instructions, notices, documents or any other communication either by mail, e-mail or by fax, provided always, that Offshore Specialists may send fee notes by e-mail message attachment. The Client and Offshore Specialists shall keep all instructions, notices, documents or any other communication as a matter of proof. Each communication shall be addressed if to Offshore Specialists, at its registered office or at such other address as Offshore Specialists may by notice in writing notify to the Client from time to time and, if to the Client, at his/her address or at such other address as the Client may by notice in writing notify to Offshore Specialists from time to time, including holding mail instructions that shall be agreed upon in writing. So that Offshore Specialists may at all times be able to contact the Client should the need

arise, the Client agrees to inform Offshore Specialists immediately upon changing his/her address and e-mail address or telephone/fax number.

9. Data Protection

9.1

Offshore Specialists, its directors, employees or agents, are required to handle data with confidentiality. Despite all security precautions, data including e-mail electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between the Client and Offshore Specialists. The Client agrees to use software produced by third parties including, but not limited to, browser software that supports a data security protocol compatible with the protocol used by Offshore Specialists.

10. Legal Incapacity

10.1

The Client shall bear the risk of any damage arising from any lack of legal capacity of his/ her person and his/her attorneys or other third parties, unless such incapacity has been communicated to Offshore Specialists in writing.

11.Liabilities

11.1

Without prejudice to any specific provision, any damage resulting from the error or omission of Offshore Specialists, its directors, employees or agents shall be borne by the Client, unless v, its directors, employees or agents has acted with gross negligence or fraud or any other liability that cannot be excluded pursuant to applicable law. Offshore Specialists will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties. 11.2

Any damage whatsoever caused by or arising from, directly or

indirectly, the error, failure, negligence, act or omission of any other person, system, institution or payment infrastructure shall be borne by the Client.

11.3

Offshore Specialists cannot be held responsible if the Additional Services cannot be set up. Offshore Specialists's liability regarding Additional Services is strictly limited to a duty of care in selection, instruction and supervision of its affiliated companies or any other third parties.

11.4

Damage or loss resulting from the use of postal services, telegraph, telex, facsimile, telephone, other means of communications or means of transportation, especially loss resulting from delay, misunderstanding, mutilation, abuse by third parties or duplication of copies, shall be borne by the Client, unless Offshore Specialists has acted with gross negligence. In the specific case of a bank account opening, v is a third party to the relationship between the Bank and the client. Therefore, under no circumstance can v be held responsible of the relationship between the Bank and the Client. Offshore Specialists has no authority to act and does not purport to act as an employee, representative or officer of any Bank and/ or to sign on behalf or otherwise incur any liability of any sort on behalf of any Bank.

12. Assignment

12.1

To execute the services, Offshore Specialists reserves the right to engage subcontractors who are within its authority. Rights and obligations of the Client resulting from any agreement can only be transferred to third parties with the written consent of Offshore Specialists

Date

Client Signature _____