

Terms and Conditions for Foreign Regulated Persons

These Terms and Conditions for Foreign Regulated Persons (hereinafter “Terms and Conditions”) regulate the provision of corporate services by the Service Provider to the Client as defined below and constitute a legally binding agreement between the Service Provider and the Client (the “Parties”).

By joining these Terms and Conditions, the Client agrees with all the provisions set forth below. The Service Provider and the Client may agree specific conditions in a separate service provision agreement, in which case these Terms and Conditions shall be considered an integral part of such service provision agreement.

1. Definitions

- 1.1. **“Service Provider”** means **Uniwide Corporate Services Limited**, with registered address at Suite 3, first floor, La Ciotat Building, Mont Fleuri, Mahe, Republic of Seychelles, acting as International Corporate Service Provider (ICSP), International Trustee Service Provider (ITSP) or Foundation Service Provider (FSP) as the case may be.
- 1.2. **“Client”** means a foreign regulated person (as defined in regulation 7 of the Anti-Money Laundering Regulations, 2012) acting as a professional intermediary and requesting the Service Provider to provide any of the Services listed below.
- 1.3. **“Client’s Customer”** means a person or entity with which the Client deals directly and to which the Service Provider provides any of the Services listed below upon request of the Client.
- 1.4. **“Client’s Company”** means an international business company, an international trust, a foundation or other entity, which is registered by and/or is under administration of the Service Provider as a registered agent upon request of the Client.
- 1.5. **“Services”** mean any of the following:
 - a) international corporate services (services connected with the formation, management or administration of a Client’s Company; serving as a registered agent, director or other similar officer of a Client’s Company; provision of a registered office, place of business or address for a Client’s Company; serving as a nominee shareholder in a Client’s Company);
 - b) international trustee services (services connected with the formation, registration or administration of an international trust; serving as a resident trustee of an International Trust; such other services as may be prescribed);
 - c) foundation services (services connected with the formation, registration, management and administration of a foundation; serving as a registered agent, councilor or protector of a foundation; provision of registered office of a foundation; such other services as may be prescribed);
 - d) provision of mail, fax and message forwarding and re-mailing;
 - e) maintenance of corporate records (including minutes books, registers of shareholders, directors and officers);
 - f) drafting minutes of meetings and resolutions;
 - g) advisory services related to the above mentioned services;
 - h) other similar services that the Service Provider may provide at the request of the Client from time to time.

2. General provisions

- 2.1. The Service Provider shall provide the Client with any Services listed in paragraph 1.5 herein as the Client instructs the Service Provider in writing (including without limitation email, fax or other means of communication).
- 2.2. The Client undertakes to:
 - a) provide the Service Provider with all such instructions, information and documents as may be necessary or required by the Service Provider to provide the Services or to comply with any applicable law or regulation;
 - b) provide the Service Provider with the full, accurate and valid contact information of the Client (including telephone number, email address, name and contacts of the person or persons authorized by the Client to communicate and instruct the Service Provider on behalf of the Client) and inform the Service Provider of any changes in such contact information;

- c) indemnify the Service Provider from and against any liability incurred by the Service Provider which arises from or as a result of the provisions of the Services except for liability arising out of the Service Provider's gross negligence, willful default or fraud; and
 - d) indemnify the Service Provider against any costs, charges and expenses suffered or incurred in the course of provision of the Services.
- 2.3. The Service Provider may at any time require confirmation of instructions from the Client. In case if the Client gives oral instructions, the Service Provider shall not be liable for any misunderstanding, misinterpretation or inaccuracy, which may arise in relation thereto.
- 2.4. The Service Provider shall take all necessary steps to render the Services in due time, however the Service Provider shall not be liable in respect of any failure to meet the specified date or timeframe in cases of any delay caused by the circumstances which are outside the Service Provider's control.
- 2.5. The Client undertakes to notify the Service Provider on any of the below changes: a) in the board of directors; b) in the structure of shareholders. The Client shall provide copies of the relevant registers reflecting such changes within 14 days after the change has taken place; c) in the structure of beneficial ownership; d) in Client's identity documents, residential address; e) in the nature of business of the Client's Company.
- 3. Fees and procedure of payments**
- 3.1. The Client shall be liable to the Service Provider for all costs, charges and expenses that shall be due to the Service Provider in respect of the Services rendered by the Service Provider in accordance with these Terms and Conditions.
- 3.2. The Service Provider's fees for providing the Services shall be based on the Service Provider's fee schedule in force at the time the Services are rendered. Notification of the Client about any changes in the fee schedule shall be done through publication of the relevant updates on the Service Provider's website or by sending to the Client the relevant notice in writing (including without limitation email, fax or other means of communication).
- 3.3. The Service Provider's annual fees shall be invoiced annually provided that the Client has preliminary confirmed in writing his intention to maintain the good legal standing of the Client's Company by paying annual fees. The annual fees shall be invoiced at a reasonable time before the dates of payment of the government's annual charges and with due regard to the date of incorporation of the Client's Company. Interim invoices may be issued at any time during the course of provision of the Services.
- 3.4. All invoices issued by the Service Provider and payable by the Client shall be paid in full to the Service Provider within ten (10) days from the date of their receipt by the Client. Payments may be made by way of bank transfer, check or cash upon agreement of the Parties.
- 3.5. The Services shall be rendered on a basis of 100 per cent advance payment (full prepayment). Other conditions of payment (such as 50 per cent prepayment or payment upon delivery of the Services) may be applied only under a special agreement of the Parties.
- 3.6. The Service Provider shall not be liable for the consequences of any late payment of annual fees made by the Client.
- 3.7. The Client shall make such payments to the Service Provider as the Service Provider shall reasonably require to cover expenses which have to be made by the Service Provider in the course of execution of the Client's instructions. The Service Provider shall have the right to suspend execution of the Client's instructions if such requested payments shall not be made.
- 3.8. The Client shall reimburse the Service Provider with the expenses for postal items or courier delivery.
- 3.9. In case if payment shall not have been made by the Client in accordance with conditions above the Service Provider shall have the right to cancel any outstanding obligations with such Client by notice in writing.
- 3.10. In case of termination of the relations under this Terms and Conditions, the Service Provider shall refund only the amounts paid by the Client in advance in regard to the Services not rendered in fact to the Client.
- 3.11. If any interest accrued on the Client's money, such interest, where applicable, shall be paid to the Client in a corresponding amount within 1 month from the date of receipt or the relevant request from the Client.

4. Customer due diligence

- 4.1. The Service Provider shall apply customer due diligence measures within the meaning given in regulation 3 of the Anti-Money Laundering Regulations, 2012 in respect of the Client and the Client's customers.
- 4.2. The Client shall provide the Service Provider with the documents related to the Client, the Client's Customer, the directors, shareholders and beneficial owners of the Client's Company (in case of a trust – trustees, beneficiaries and settlors; in case of a foundation – councilors, beneficiaries, founders and protectors) without delay.
- 4.3. The Client shall provide the Service Provider with true, complete, authentic and up-to-date information and documents, which may be required in accordance with the International Corporate Service Providers Act and Anti-Money Laundering Act and regulations, codes or guidelines thereto.
- 4.4. The Client shall provide any documents and information requested by the Service Provider within 3 business days after receipt of such request.
- 4.5. The Client shall notify the Service Provider in writing about the physical address of keeping of accounting records of the Client's Company and any further changes in such address within 14 days after the address is changed.
- 4.6. The Service Provider may rely on the Client to apply customer due diligence measures in respect of the Client's customer, any beneficial owner or controller of the customer, any third party for whom the customer is acting, any beneficial owner or controller of a third party for whom the customer is acting or any person purporting to act on behalf of a customer.
- 4.7. The Client hereby consents to being relied on to apply customer due diligence measures as specified in paragraph 4.1 hereof.
- 4.8. The Client undertakes that it:
 - 4.8.1. applies and will apply customer due diligence measures on an ongoing basis;
 - 4.8.2. is under a legal obligation to keep and keeps records of the customer due diligence measures applied with respect to its customers;
 - 4.8.3. will keep the records of the customer due diligence measures applied with respect to its customers for the for a minimum period of 7 years from the date (a) on which evidence of a person's identity is obtained; (b) of any transaction or correspondence; or (c) on which the business relationship ceases;
 - 4.8.4. will, without delay, on request by the Service Provider produce the original or certified copies of the records described in paragraph 4.8.2 to the Service Provider, which records may be used as evidence in court proceedings;
 - 4.8.5. where it is about to or has ceased to carry on business, shall forward to the Service Provider all records of customer due diligence measures applied in respect of its customers.

5. Legal compliance

- 5.1. The Client hereby declares and confirms that it is a "foreign regulated person" within the meaning specified in regulation 7 of the of the Anti-Money Laundering Regulations, 2012, specifically that it is:
 - a) is incorporated, registered or otherwise established, or having its principal place of business in a country outside Seychelles;
 - b) carries on a business outside Seychelles which if carried on in Seychelles constitutes (i) a regulated business; (ii) the business of an independent legal professional; or (iii) the business of an external accountancy service and or audit service as specified in paragraph 2.1 (a) and (c) of the Second Schedule to the Anti-Money Laundering Act;
 - c) in respect of a business referred to in paragraph (b), is subject to legal requirements in its country of origin for the prevention of money laundering and financing of terrorism that are consistent with the requirements of the FATF in relation to such business and to supervision by a foreign regulatory authority.
- 5.2. The Client warrants that any instruction given by him to the Service Provider is lawful and will not result in any infringement of the law of any state.
- 5.3. The Client declares and confirms that the Client's Company will not be involved in any illegal activity or conduct business contrary to the laws of any jurisdiction where the Client's Company operates.

- 5.4. If the Client's Customer (including directors, shareholders, beneficial owners of the Client's Company; in case of a trust – trustees, beneficiaries and settlors; in case of a foundation – councilors, beneficiaries, founders and protectors) are or may be considered as politically exposed persons ("PEP") as defined in section 6 of Anti-Money Laundering Regulations, 2012, the Client undertakes to inform the Service Provider about it prior to establishing relations under these Terms and Conditions.
- 5.5. The Client and the Service Provider undertake to co-operate with judicial and/or police authorities in cases where they are required to do so in accordance with the legislation of the Republic of Seychelles or jurisdiction of the Client, in connection with any matters involving the Client, where there is *prima facie* evidence of criminal conduct.

6. Confidentiality

- 6.1. Any information and records related to the Client, the Client's customers or the Client's Company and kept by the Service Provider is confidential and not subject to disclosure unless otherwise is required by the law.
- 6.2. In case if the Service Provider receives any request from any person or organization (other than the competent authorities of the Republic of Seychelles) concerning the Client, the Client's customers or the Client's Company, the Service Provider shall immediately inform the Client on such request. The Service Provider shall not provide any information to such requesting party without prior written authorization from the Client.

7. Amendments and termination

- 7.1. These Terms and Conditions may be amended or modified from time to time in accordance with legal requirements and development of the Service Provider's practices. Such amendments must be published on the Service Provider's website or the Client must be notified of them in writing (including without limitation email, fax or other means of communication).
- 7.2. Either Party may terminate the relations under this Terms and Conditions at any time:
- by giving not less than 30 days' written notice to the other Party; or
 - with immediate effect if a Party commits a fundamental breach of its obligations.
- 7.3. The Service Provider may terminate the relations under this Terms and Conditions with immediate effect by written notice if:
- any legal proceedings are initiated against the Client, the Client's customer or the Client's Company;
 - the Client has not provided the Service Provider with the proper Customer Due Diligence ("CDD") information;
 - actions of the Client or information received from it, imply (or most likely may cause) breach of any laws or regulations of any state by the Service Provider, result in any liability of the Service Provider or inflict damage to the Service Provider's business reputation;
 - any information or warranty given to the Service Provider by the Client, the Client's customer or by the Client's Company within these Terms and Conditions, turned out to be false, misleading or insufficient.
- 7.4. On termination of the relations under this Terms and Conditions the Service Provider shall:
- immediately cease to provide the Services to the Client in relation to the Client's companies specified in the termination notice and be under no further obligation to maintain the good standing of any such company or to undertake any further actions for any such company;
 - transfer any original documentation or statutory records of the relevant Client's Company held by the Service Provider to the Client or other person specified by the Client in writing.
- 7.5. On termination of the provision of the Services in respect of the Client's Company the Client shall promptly:
- appoint a new registered agent and notify the Service Provider accordingly;
 - arrange a new registered office address;
 - within 14 days of the termination date, notify the Service Provider of the name and address of the person to whom any documentation held by the Service Provider on the Client's behalf should be sent; and
 - ensure that any other steps are taken to give effect to these changes.

7.6. The Service Provider shall not be liable in any way to the Client, the Client's customer or the Client's Company or any other person for any loss or damage arising directly or indirectly from the termination of the relations under this Terms and Conditions.

8. Applicable law

These Terms and Conditions shall be governed and construed in accordance with the law of the Republic of Seychelles.

Dated this __ day of _____ 201_

For and on behalf of the Service Provider

For and on behalf of the Client
