



Pacific Advisory

Financial Dealer License (FDL)

Incorporation and Licensing Engagement Package

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Introduction

We at Pacific Advisory would be happy to assist you to set up a Financial Dealer License in Vanuatu, subject to our due diligence verification. We are a fully licensed Vanuatu company holding a CSP License from the VFSC.

We present you with this package to inform you of the requirements for incorporation and licensing of a Financial Dealers Licensed entity in Vanuatu, the terms and conditions of our engagement and our fees and charges.

We will make this process easy for you and avoid any pitfalls or delays in successfully obtaining your financial license by having our team of experienced advisers acting for you in the matter. We are the region leader in provision of professional services and offer solutions to clients by combining the traditional advisory fabric with new technologies.

Please read this document, together with Terms and Conditions and Schedule of Fees and Charges appended, and once you are happy to proceed, please complete and sign the Acceptance Form to allow us to commence our services to get your license ready.

You are of course most welcome to contact us to connect and discuss any concerns and queries you may have. Your first consultation is absolutely free.

Thank you for choosing Pacific Advisory!

A handwritten signature in black ink, appearing to read 'Glen Craig'. The signature is written in a cursive style with a large, looping initial 'G'.

Glen Craig
Managing Partner

Vanuatu Financial Dealer License Advantages

Located in the South Pacific, Vanuatu, officially the Republic of Vanuatu, is an archipelago of eighty islands and is a tropical paradise for investing, offering an ideal climate for companies seeking an international corporate structure offering complete financial security and tax transparency.

Vanuatu has a very user-friendly legislation and process to allow a company to apply for a Financial Dealer License (FDL), making it one of the best offshore locations for a FDL company registration.

This license allows you to buy, sell, trade securities such as shares, bonds, options etc. and manage a portfolio of investments for and on behalf of your clients.

Holding a Vanuatu Forex license (VFSC – Vanuatu Financial Services Commission) is very useful to brokerages as it allows them to buy, sell and trade investments like shares, options, bonds amidst several other instruments. The license also enables brokerages to manage investment portfolios on behalf of traders.

The business-friendly environment of the region makes it attractive to not only FX brokerages. Other investment and fund management institutions such as brokerage firms and hedge funds who have clients wishing to invest in securities not permitted in their resident jurisdiction or that require complicated and costly compliance steps, may find holding a FDL in Vanuatu very useful.

By setting up licensed FDL company, these types of investments can be done through a brokerage incorporated in Vanuatu, licensed to trade securities and bypassing constraints existing in other countries in a legal manner. This is one of the main advantages of register brokerage licensed company in Vanuatu.

Moreover, Vanuatu offers high level of confidentiality for beneficiary owners, shareholders and officers, while the company is exempted from capital gains, tax on profits and stamp duty after incorporation for 20 years.

Types of FDL Principal Licenses

As of 8 January 2019, Amendments of Financial Dealers Licensing Act came in force, dividing Principal's license into Class A, Class B or Class C Principal's License.

Class A Principal's License: means to carry on or purport to carry on the business of dealing in any of the following securities:

- debenture stocks; or
- loan stock, bonds; or
- certificate of deposit; or
- proceeds of Foreign Exchange

Class B Principal's License: means to carry on or purport to carry on the business of dealing in future contracts and derivative products but not limited to futures and options.

Class C Principal's License: means to carry on or purport to carry on the business of dealing in any of the following securities:

- shares in share capital of a corporation; or
- proceeds of precious metals; or
- proceeds of commodities; or
- a right despite whether or not conferred by warrant, subscribe for shares or debt securities; or
- a right under depository receipt;
- an option to acquire or dispose of any security; or
- a right under a contract for the acquisition of securities.

In addition, a Representative License is issued under the name of the individual who will be handling the company's business and operations and dealing in securities.

Class D Principal's License: means if your company is giving advice, dealing, or providing other intermediary services for digital assets that are financial products, a range of Vanuatu laws apply, including the requirement to hold a Class D License under the Financial Dealers Licensing Act.

Any company engaged in securities business activities such as:

- trading as a brokerage,
- e-wallet services (for example, PayPal),
- trading in shares,
- debentures;
- loan stock;
- bonds;
- certificates of deposits; options; derivatives; credit services, Forex trading, customer depositing, digital assets etc.,

must obtain a license under this act.

General Information

Company structure:

- Only one shareholder (can also be a legal person, no nationality restriction or residency restrictions);
- Only one director (only natural person, no nationality or residency restrictions);
- AML Officer;
- Alternative AML officer.

Requirements for Manages or Directors:

- Must be only natural person(s);
- Must normally reside for 6 months within each year in Vanuatu;
- Must have at least 5 years' experience dealing in securities and is competent to meet the obligation of a licensee as required by VFSC.

Taxation:

0% – For 20 years Vanuatu Forex brokerage companies are exempt from the Vanuatu local taxes on income derived outside of Vanuatu.

Accounting and Audit requirements:

Financial statement must be prepared by an independent auditor and submitted 3 months after the anniversary date in accordance with the International Accounting Standard or other standard in agreement with the VFSC Commissioner.

The licensee must obtain the approval of the Commissioner prior to engaging an independent auditor.

Physical Presence:

The company must have a physical presence in Vanuatu. Each licensee must have their own premises, records, management staff, and key equipment, with a software system fully controlled in Vanuatu. License applications will be dealt with on a case-by-case basis and outsourcing must be done with a legally binding agreement. Licensees must have dedicated premises with direct public access and be opened or manned at all advertised times. VFSC expects bigger and more complex businesses to have more staff in Vanuatu. There must be at least one direct employee who meets the fit and proper criteria. A person appointed to manage the operation must have executive powers to manage day-to-day operations.

Insurance / Professional indemnity cover:

The Company must have adequate insurance cover, including professional indemnity insurance indemnity for partners, employees and consultants, to serve as a protection for the investor's funds in the event of financial loss. Professional Indemnity Cover is a general professional insurance linked to the activity of the company and covering the company. Professional Indemnity cover is a separate document that must be produced. The minimum insurance cover for each licensee is VT 5,000,000 (USD 45,000) for each claim with an aggregate cover of not less than VT 50,000,000 (USD450,000) and a maximum deductible amount of VT 500,000 (USD 4,500).

Formation and Licensing Process

The process consists of 4 steps:

1. Company Incorporation
2. Financial Dealer License Application
3. Vanuatu Financial Intelligence Unit Registration
4. Vanuatu Competent Authority Registration

An optional step:

Opening of a bank account, which we can assist with once the company is duly incorporated and VFSC certificate is available.

Let's get started...

Step 1: Company Incorporation

The first step towards obtaining a FDL is a company incorporation. This company must have a minimum of one shareholder and one director. The shareholder and director can be the same person.

What we need from you:

1. Completed and signed Acceptance Form of this engagement package
2. Certified copy of passport photo page of Shareholders/Directors
3. Certified copy of police clearance of Shareholders/Directors
4. Certified copy of another photo identification of Shareholders/Directors
5. Certified copy of residential utility bill of Shareholders/Directors
6. Certified copy of bank statement of Shareholders/Directors as proof of funds

Timeframe: Standard = 5-9 working days | Fast Track = 3-4 working days

Step 2: Financial Dealer License Application

The Vanuatu Financial Service Commission (VFSC) regulates the FDL and the license can be obtained based on Dealer's in Securities (Licensing) Act (CAP 70).

USD50,000 bond is payable once license is approved. The bond is paid to VFSC and is refundable should the company wish to cancel their license.

VFSC will issue you with a certificate for the bond you paid.

What we need from you:

1. FDL Application form for principal license
2. FDL Application form for representative license
3. Company Incorporation Certificate
4. Company Share Certificate
5. Company Memorandum
6. Evidence of source of funds
7. Business plan with 3-year financial projection
8. Evidence of class A,B and C licenses;
9. Detail business plan;
10. Constitution and compliance plan;
11. Compliant product disclosure statement (PDS) and comply with other disclosure obligations;

12. Organizational structure with names of key individuals occupying key positions;
13. Evidence of minimum unimpaired Capital of USD\$ 500,000;
14. Risk Management Strategy and Procedures;
15. Detail information on custody arrangements;
16. AML/CTF Procedures regarding provision of custody services;
17. Outsourcing agreement in relation to custody arrangements;
18. Details of firm providing custody;
19. Internal control and compliance procedure manual;
20. Details of Chief Technology officer;
21. Details of measures to be put in place with regards to infrastructure, security and safety of digital assets;
22. Detail information of arrangement to ensure confidentiality, security and reliability of client(s) information;
23. Copy of promotion material(s) to be use in connection with the proposed business.
24. Establish a physical presence in Vanuatu with key persons present in Vanuatu:
25. Director's declaration form for competence
26. Director's resolution appointing the Representative
27. Declaration by Directors - Activities to be carried out under the license
28. Declaration for business links and website
29. Declaration for professional indemnity and financial standing
30. VFIU - Registration Form For Reporting Entity
31. VFIU - AML/CTF Compliance Officer and Alternative Officer form
32. VFIU - Key persons form
33. VFIU - Compliance Report form
34. Application fees of USD3,000
35. Bond to VFSC of USD50,000

Timeframe: 6-8 weeks

Important to Note!

Once you receive your license, you must commence your business operations within three months and if you have not, VFSC needs to be notified. Failure to commence operation and not notifying VFSC may lead to revocation of the license.

VFSC may issue a conditional letter with the license giving you 60 days to provide the information requested. You should provide this information as soon as practicable and in any event not later than 10 working days prior to the 60 day term due date.

Step 3: Vanuatu Financial Investigation Unit Registration

All Financial Dealers has to register their business with the Vanuatu Financial Intelligence Unit (VFIU) before lodging their application with the VFSC.

The AML & CTF Preventive measures include:

- Appointment of AML/CTF Compliance Officer
- Establishment and maintenance of AML/CTF Procedure Manual
- Establishment and maintenance of customer due diligence
- Establishment and submission of transaction report to the VFIU
- Establishment and maintenance of Independent Audit System

Upon issue of FDL the Company is required to submit to the Commissioner of VFSC a quarterly report outlining details which must include:

- Number of investors and amount of funds invested
- Number of products offered to investors detailing the number of each product offered
- Details on what jurisdiction of product was offered
- Details of vetting process of investors and criteria used
- Number of refusals and reasons for refusal
- Updated information on Registered Agent and office details
- Updated information on Shareholders and Beneficial owners and
- Report on any complaints received from investors

What we need from you:

1. VFIU – Registration Form For Reporting Entity completed form

2. VFIU – AML/CTF Compliance Officer and Alternative Officer form

3. VFIU – Key persons completed form

4. VFIU – Compliance Report form

5. Certified passport for Compliance Officer/Alternative Compliance Officer

6. Certified police clearance for Compliance Officer/Alternative Compliance Officer

7. CV for Compliance Officer/Alternative Compliance Officer

8. Certified academic qualifications for Compliance Officer/Alternative Compliance Officer

Timeframe: 2-4 weeks

Step 4: Vanuatu Competent Authority

Vanuatu Competent Authority oversees the tax administration regulation in Vanuatu. From the year 2020, VCA has requested that all financial institutions register with VCA whereby the registered entity will be provided with a Tax Identification Number (TIN). A FDL company is recognised as a financial institution under the Tax Administration Act. Once company is registered, it is required to notify the VCA that they have a reporting obligation under the Automatic Exchange of Information Regulations Order No.76 of 2017 and Tax Administration Act No.37 of 2018.

What we need from you:

1. Multi Data Exchange Solution (MDES) registrations are due by 31 March each year
2. Certified copy of the company incorporation certificate
3. Completed Tax identification form

Timeframe:

2-5 working days

Important to Note!

We can provide you additional services during the registration and licensing process, if that is your preference. Please refer to Fees and Charges Schedule section to see the range of other services available through Pacific Advisory.

Annual Renewal

You will need to undertake certain steps each year to keep your company in registered, licensed and compliant with Vanuatu laws. Here is the summary of these steps:

Company Annual Renewal – Vanuatu Financial Services Commission

We will lodge annual return for you. It is essential that this is done on time, to avoid fees imposed by the VFSC.

1. Required fees as per invoice
2. Completed and signed annual return form
3. Current certified documents for Shareholders/Director; passport, police clearance, utility bill and driver's license.

Date Due: January each year | **Timeframe:** 3-4 working days

Financial Dealer License Annual Renewal

Licenses are valid for 12 months and require renewal application to be provided at least 2 months prior to expiry of current licenses. You will also be required to lodge quarterly reports for the company each year.

1. Signed and completed FDL renewal form
2. Audited financial statement
3. Professional indemnity insurance cover for company and its officers
4. Current certified documents for Shareholders/Director; passport, police clearance, utility bill and driver's license
5. Documents pending from conditional letter (if any)
6. Proof of business address
7. Proof of website

Date Due: 2 months prior to expiry of principal and representative license

Timeframe: 4-6 weeks

Vanuatu Financial Intelligence Unit Annual Compliance

Once company is registered with VFIU, it is required to provide its AML/CTF reports and current manual on an annual basis. *The company's compliance officer can lodge the report or we can assist on this service.*

1. Provide updated AML/CTF Manual for Company or Group
2. Provide VFIU Compliance Report Form
3. Audited financial statement of the company Certified updated Due Diligence Documents for Shareholder/Director/Representative such as police clearance, Utility bill, academic qualification and CV.

Date Due: 31 March each year | **Timeframe:** 3-4 weeks

Vanuatu Competent Authority Annual Report

Financial Institutions are required to lodge their CRS reporting to comply with the tax administration Act regulated by the VCA.

1. Lodge customer information in the required format as per the VCA online portal

Date Due: 31 July each year | **Timeframe:** 1-2 working days

Schedule of Fees and Charges

Initial Application Fees & Charges

Process Step	Description	Amount (USD)
1. Company Incorporation	Incorporation with standard constitution	350
	VFSC Registration Fee	150
	Administration Costs / Disbursements	200
	Corporate Administrator Annual Fee	1,000
	Government Tax 5.00%	85
	Total Incorporation Fees and Charges	1,700
2. Financial Dealer License (FDL) Application	Agency Application Fee	2,700
	Administration Costs / Disbursements	500
	Government Tax 5.00%	160
	VFSC Principal License Application Fee	400
	VFSC Principal License Fee	1,100
	VFSC Representative License Application Fee	400
	VFSC Representative License Fee	1,000
	VFSC Security Bond	50,000
Total FDL Application Fees and Charges	56,260	
3. Vanuatu Financial Intelligence Unit (VFIU) Registration	VFIU Registration Assistance Fee	750
	Government Tax 5.00%	37.50
	Total VFIU Registration Fees and Charges	787.50
4. Vanuatu Competent Authority (VCA) Registration	VFIU Registration Fee	300
	Government Tax 5.00%	15
	Total VCA Registration Fees and Charges	315

Annual Renewal Fees & Charges

Process Step	Description	Amount (USD)
Company Annual Renewal	VFSC annual fee	300
	Corporate Administration Fee for 12 months	1,000
	Government Tax 5.00%	65
	Total Annual Renewal Fees and Charges	1,365
FDL Renewal Fees	Agent Renewal Fee	2,000
	Quarterly Reports Lodgment Fees	250
	Administration / Disbursements	400
	Government Tax 5.00%	132.50
	VFSC Principal License Renewal Fee	1,350
	VFSC Representative License Renewal Fee	1,350
	Total FDL Renewal Fees & Charges	5,482.50

Optional Services Fees and Charges

Description	Amount (USD)	Tick if required
Preparation of Risk Management Strategy	450	<input type="checkbox"/>
Preparation of Investment Policy	450	<input type="checkbox"/>
Preparation of Deposit & Withdrawal Policy	450	<input type="checkbox"/>
Preparation of Product Prospectus	450	<input type="checkbox"/>
Preparation of Client Agreement	450	<input type="checkbox"/>
Preparation of Complaints Procedure Policy	450	<input type="checkbox"/>
Preparation of AML/CTF Policy and Procedure Manual	2,450	<input type="checkbox"/>
Preparation of the Business Plan and 3-year Projections	1,750	<input type="checkbox"/>
VFIU Annual Review Lodgment by 31 March each year	450	<input type="checkbox"/>
VCA Annual Review Lodgment by 31 July each year (approx)	1,100	<input type="checkbox"/>
Annual Manager fees (approx)	12,000	<input type="checkbox"/>
Annual Director fees (approx)	5,900	<input type="checkbox"/>
Full Serviced Office (approx)	12,500	<input type="checkbox"/>

Company Related Administrative Fees

Description	Amount (USD)	Tick if required
Certificate of Good Standing	350	<input type="checkbox"/>
Certificate of Incumbency	450	<input type="checkbox"/>
Change of the Company's Name	375	<input type="checkbox"/>
Change of a Shareholder or Director for the Company	950	<input type="checkbox"/>
Certification of Documents (approx)	450	<input type="checkbox"/>
Courier Costs (approx)	450	<input type="checkbox"/>
File Transfer Fee	3,000	<input type="checkbox"/>

All fees are inclusive of Government Fees, VAT and turnover tax of 5.00% where applicable.

Terms and Conditions

1. Definitions:

In this Terms and Conditions:

- **You** means the person or persons who have signed this Pacific Advisory Engagement Package. If you are an individual, it includes your heirs, personal representatives or estate. If you are a company, it includes your successors in title;
- **Pacific Advisory** means Pacific Advisory (BN 932) of 2nd Floor, Novo House, Lini Highway, Port Vila, Vanuatu and it includes its directors, successors in title, agents, employees and contractors;
- **Party** means you and Pacific Advisory, and **Parties** means both of them;
- **Managed Entity** means any company, trust or partnership for or in relation to which Pacific Advisory agrees with You to provide administrative or other services;
- Reference to the **singular** shall include the **plural** and vice versa and references to the **masculine** shall include the **feminine** and vice versa.

2. You appoint Pacific Advisory and Pacific Advisory agrees to act for you from the date of execution of the Application Form by both parties. This form, together with this Terms and Conditions and Fees and Charges Schedule constitutes an agreement ("the Agreement") between You and Pacific Advisory.

3. Pacific Advisory will provide such services as agreed from time to time between You and Pacific Advisory in writing.

4. Pacific Advisory will be entitled to be reimbursed for its expenses, costs and liabilities incurred in connection herewith and, in addition, to the following remunerations:-

- i. for the provision of the serviced described in Pacific Advisory Engagement Package in accordance with its Fees and Charges Schedule as published from time to time, payable upfront in full and non-refundable;
- ii. for provision of any other services agreed by the Parties, a sum commensurate with the work or duties undertaken by Pacific Advisory which sum will reflect the nature of such work or duties, the responsibility and expertise required and the time expended. Any general business advisory or consulting services requested via email, phone or in meeting apart from the renewal fee is defined as outside of scope of work and will be charged at the level of Pacific Advisory's professional fees on an hourly basis and billed on a monthly basis;
- iii. for courier or postage costs as per the actual costs incurred by Pacific Advisory. Posting of documents and company seal via normal post is not recommended as it is not safe and there is no tracking system, in case the documents are lost;
- iv. in cases where the requirements or fees have been changed due to legislative changes in Pacific Advisory will inform you of such changes as any additional requirements and fees will be at your expense.

5. You agree to keep the Managed Entity at all times in funds sufficient to meet its liabilities in relation to the Managed Entity as and when they become due.

6. You agree to pay all fees on receipt of Pacific Advisory invoice. If You are required to deduct or withhold any taxes or other sums (such as bank charges) from any amount payable indicated in an invoice in whatever circumstances, You will pay and bear such taxes or other amounts and ensure that Pacific Advisory receives full amount of the invoice net of any deduction or withholding. All fees are payable upfront and non-refundable.

7. If the fees and/or expenses are not paid within the payment term, You will be in default without a notice of default being required and Pacific Advisory will be entitled to charge a late payment interest of 5.00% per annum. Late payment interest will accrue from the first day when payment becomes overdue. Failure to settle outstanding fees entitles Pacific Advisory to seek legal recovery.
8. You agree to provide Pacific Advisory with Customer Due Diligence information for all key entities of the Managed Entity upon execution of the Application Form and annually thereafter, at your expense. You also may be required to provide additional information at any time by Vanuatu regulators. You will be liable for any fines and penalties incurred and charged by Vanuatu regulators for failure to provide such information for company annual renewal or compliance reporting purposes.
9. Pacific Advisory will be entitled to retain any benefit, whether direct or indirect and including commissions, fees or other remuneration obtained on any purchase or sale of investments, by reason of Pacific Advisory acting as manager, trustee, director or officer of or advisor to any company, investment fund or scheme, shares or units of which are comprised in the assets of a Managed Entity or under any banking, investment advisory or other arrangements entered onto on behalf of a Managed Entity.
10. Pacific Advisory shall have full power and authority to delegate the performance of any of its duties hereunder to such persons and upon such terms and conditions as Pacific Advisory shall consider appropriate.
11. You undertake that:
 - You will not take any action or undertake any business for or on behalf of or in the name of any Managed Entity or otherwise commit any Managed Entity, without first obtaining the written authority of Pacific Advisory;
 - You will keep Pacific Advisory fully informed with no delays regarding any actions or business undertaken for or on behalf of or in the name of any Managed Entity by yourself, your employees, agents or contractors;
 - You will not give any instructions or make any requests to Pacific Advisory which would cause Pacific Advisory or any Managed Entity to infringe any law;
 - You agree to notify Pacific Advisory when you no longer require the Managed Entity. You acknowledge that failure to notify Pacific Advisory will mean incurring further fees required to be paid in accordance with this Agreement;
 - You will ensure that any information given to Pacific Advisory by yourself, your employees, agents or contractors is true and accurate in all respects;
 - Any asset introduced to any Managed Entity has been lawfully introduced and is not obtained from, or otherwise connected with any illegal activity;
 - The Managed Entity will not be engaged or involved directly or indirectly in any unlawful activity or be used for any unlawful purpose; and
 - You will notify Pacific Advisory before alienating, assigning, selling, pledging or otherwise disposing of or encumbering the Client's interest in any Managed Entity or any part thereof.
12. You undertake to at all times hold harmless and indemnify Pacific Advisory or procure Pacific Advisory to be held harmless and indemnified against all actions, proceedings, claims and demands and any costs incidental, including all legal, professional and other similar expenses which may be brought against, suffered or incurred by Pacific Advisory by reason of the performance of its duties under this Agreement. This indemnity extends to the any person comprised within the expression "Pacific Advisory" as a director or trustee of any Managed Entity. This exclude liability arising from fraud, willful misconduct or gross negligence on the part of Pacific Advisory.

13. The indemnity contained in the preceding clause will be a continuing indemnity and will survive the termination of this Agreement.
14. Pacific Advisory will be entitled to employ solicitors, accountants and other professional services contractors as may be reasonably necessary to carry out the business of the Managed Entity. Such contractor may act as agent and transact business for which the agent has been appointed. In relation to such appointment, Pacific Advisory will be liable for loss only so far as it arises from fraud, willful misconduct or gross negligence on the part of Pacific Advisory.
15. Pacific Advisory may appoint nominees where it deems appropriate in the ordinary course of business and register investments in the names of such nominees. Such nominees shall be appointed in accordance with the nominees' standard terms and conditions in force from time to time.
16. Pacific Advisory will not incur any liability for any failure on its part to comply wholly or partly with any instruction, request or advice which is not in writing and shall not be responsible for any non- receipt thereof or any errors or ambiguity therein or any lack of authority on the part of the person giving or making the same.
17. Pacific Advisory will be entitled to comply with all legal requirements to disclose information relating to the Managed Entity at the request of judicial, governmental and administrative bodies in the Republic of Vanuatu or elsewhere.
18. Nothing in this Agreement will be construed as requiring Pacific Advisory to take any legal action in regard to your affairs, any Managed Entity affairs or otherwise unless fully indemnified in respect of all costs and liabilities that may be incurred by Pacific Advisory in respect of such action. If You require Pacific Advisory to take any action which in Pacific Advisory reasonable opinion may expose Pacific Advisory to become liable for the payment of money or liable in any other way, Pacific Advisory will be kept indemnified for a reasonable amount satisfactory to Pacific Advisory as a pre- requisite to taking such action.
19. Pacific Advisory may terminate this Agreement at any time by giving notice in writing to You in any one of the following events:
 - if You or the Managed Entity are placed into liquidation, declared bankrupt or commit any act indicative of bankruptcy or insolvency or if a receiver is appointed in respect of any of the assets of any Managed Entity or of Yourself;
 - if any monies due and payable to Pacific Advisory hereunder shall be in arrears for a period of 30 days after having been demanded; and
 - if You or the Managed Entity become subject to any judicial or regulatory investigation or serious criminal proceedings in any part of the world.
20. In the event that:
 - any demand is made against a Managed Entity for payment of any sum due, including but not limited to any taxes, duties, fees or other government or state impositions and such payment has not been made; or
 - Pacific Advisory requires instructions from You and has been unable to obtain instructions which in its discretion it considers adequate and proper;

Then Pacific Advisory may proceed in any one or more of the following ways:

- take no further action on a particular matter;
- take no further action at all in relation to the Managed Entity;
- utilize any assets of the Managed Entity in or towards the satisfaction of any such demand;
- have the Managed Entity dissolved or otherwise terminated; or
- transfer all or any shares in or capital of or other interest or assets in the Managed Entity into Your name.

21. In the event that You request Pacific Advisory to have a Managed Entity struck-off any register then where provided by Pacific Advisory, Pacific Advisory may request that the directors, shareholders and any other officer of the Managed Entity resign from their respective positions and are replaced by persons not directly connected with Pacific Advisory.
22. Pacific Advisory may at its discretion:
 - decline to accept or retain partly paid shares or shares in any company with unlimited liability;
 - decline to accept or retain shares in any company that may appear to Pacific Advisory to be insolvent;
 - decline to participate, through a Managed Entity, in any other investment which Pacific Advisory does not consider appropriate.
23. Pacific Advisory shall be entitled to terminate this Agreement by giving notice in writing to the Client.
24. Any notice required or authorized to be served pursuant to this Agreement may be served by sending the same by post to the last known address of the party to whom the same is addressed or, in the case of a company, to the registered office of such company.
25. Should this Agreement be terminated for any reason, Pacific Advisory will be entitled to claim a lien over the books and records of the Managed Entity in respect of any monies payable to Pacific Advisory.
26. To the extent that it is not expressly varied by the Parties in writing, this Agreement will constitute the sole basis upon which Pacific Advisory will provide administrative and other services to you and the Managed Entity.
27. Pacific Advisory may charge additional fees for the provision of services where the volume of work required to be carried out by Pacific Advisory is greater than expected, for example, as a result of you failing to provide timely instructions, or documentation, etc.
28. You agree to exchange of information electronically. You are aware of the risks deriving from electronic communication: messages may be delayed or lost, confidential and personal information may be intentionally or unintentionally modified stolen or disclosed to third parties. Pacific Advisory is not liable for the risks related to electronic communication of digitally formatted information, provided that Pacific Advisory has taken all reasonable precautions.

Measures taken to protect electronic communication and to ensure its confidentiality and preservation by Pacific Advisory may in certain cases cause communications from You to be blocked or delayed. We advise you to follow up by telephone regarding any messages that are particularly time-sensitive or in circumstances in which it is unclear that the message has been duly received by Pacific Advisory.

Pacific Advisory uses IT systems (including electronic communication, time tracking, client administration and document administration systems) which contain information on clients of Pacific Advisory, the services provided to them and documents related thereto. Pacific Advisory will return to You all original documents in its possession in relation to an assignment after completion of the assignment, rejection of the assignment or cancellation of the Agreement, ensuring all fees have been paid to Pacific Advisory.
29. Under the relevant laws and regulation on prevention of money laundering and terrorist financing, Pacific Advisory must identify you as well as persons acting on your behalf and the ultimate beneficial owners if You are a corporate entity.

Pacific Advisory in certain situations will be required to determine the origin of Your assets / source of wealth. Pacific Advisory may be obligated to decline or suspend an assignment

and report to the authorities if You do not provide the required information, if a transaction is suspicious in comparison with previously known transactions, or if assets are suspected of being used for terrorist financing, money laundering or other financial crime.

Pacific Advisory will keep your information strictly confidential, and only disclose it if required by laws. This may include reporting of cash transactions exceeding a statutory amount, regardless of whether the transaction is carried out as a single payment or as several linked payments, or if it becomes known to Pacific Advisory or Pacific Advisory has reason to suspect that any given transaction being carried out in Your name may be related to money laundering or other financial crime. If it becomes necessary to give notice of money laundering at any time while Pacific Advisory is acting for You, it may not be possible for Pacific Advisory to inform You about notification or the reasons for it.

In some cases, Pacific Advisory may have to provide information to the Customs & Inland Authorities or the courts of Vanuatu. Additionally, the authorities and trustees in bankruptcy may require submission of invoices and similar documentation. You understand and accepts that such measures, being mandatory legal obligations of Pacific Advisory, do not constitute breach of confidentiality.

30. Pacific Advisory collects, stores, uses and processes personal data about You and the persons directly related to You (e.g. employees and/or representatives) in accordance with laws applicable to protection of personal data for the purposes of performing the Agreement, administering billing and accounting systems, maintaining its internal information systems, managing Your relationships, complying with its legal obligations and for marketing purposes.
31. This Agreement will be governed by the laws of the Republic of Vanuatu excluding French laws and all disputes will be subject to the non-exclusive jurisdiction of the courts of the Republic of Vanuatu.

Client Acceptance Application Form

- 1. **Proposed Company Names:** _____
(Provide full name if using initials)
- 2. **Nature of Intended Financial Dealer Activity:** _____
- 3. **Which country will your business be based in?** _____
- 4. **Source of Funds:** Director Shareholder Beneficial Owner
- 5. **Preferred Contact for Communication:** _____

6. Individual Information

Individual 1

Full Name	
Previous Name if Changed	
Residential Address	
Nationality	
Phone Contact	
Email Address	
Declaration of interests in other entity/entities	
Current Occupation	
Relationship to Intended Company	<input type="checkbox"/> Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Beneficial Owner
Shareholding percentage	
Are you connected to a Politically Exposed Person (PEP), if yes please provide details	

Individual 2

Full Name	
Previous Name if Changed	
Residential Address	
Nationality	
Phone Contact	
Email Address	
Declaration of interests in other entity/entities	
Current Occupation	
Relationship to Intended Company	<input type="checkbox"/> Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Beneficial Owner
Shareholding percentage	
Are you connected to a Politically Exposed Person (PEP), if yes please provide details	

Individual 3

Full Name	
Previous Name if Changed	
Residential Address	
Nationality	
Phone Contact	
Email Address	
Declaration of interests in other entity/entities	
Current Occupation	
Relationship to Intended Company	<input type="checkbox"/> Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Beneficial Owner
Shareholding percentage	
Are you connected to a Politically Exposed Person (PEP), if yes please provide details	

Individual 4

Full Name	
Previous Name if Changed	
Residential Address	
Nationality	
Phone Contact	
Email Address	
Declaration of interests in other entity/entities	
Current Occupation	
Relationship to Intended Company	<input type="checkbox"/> Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Beneficial Owner
Shareholding percentage	
Are you connected to a Politically Exposed Person (PEP), if yes please provide details	

7. For submission to Pacific Advisory please provide the following information*(All transcripts to be In English and Certified if in a different language):***If UBO/Shareholder/Director/Authorized Key Person is an Individual, please provide:**

- Certified copy of passport page Certified copy of photo ID e.g. driver's license
 Certified police clearance Certified copy of utility bill to confirm residential address
 Certified copy of bank statement for source of fund

If UBO/Shareholder/Director/Authorized Key Person is a Company, please provide:

- Certified Company Incorporation Certificate Certified Company Register for members, constitution
 Certified copy of utility bill for proof of business address and proof of source of fund
 Provide Information for UBO/Members listed in **Individual Section Above**

8. Declaration

- These arrangements will remain in place until I/We advise Pacific Advisory otherwise.
- I/We confirm that I/We have received and reviewed a copy of the current fee schedule for Pacific Advisory and agree to be bound by the contents thereof and the terms of our engagement, full details of which are available on request.
- I/We are aware of the fiscal legislation in Vanuatu affecting money laundering and other such matters (including but not limited to the Financial Transactions Reporting Act, the Mutual Assistance in Criminal Matters Act and the Proceeds of Crime Act).
- I/We have never been declared bankrupt or “en disaster” or been director or otherwise concerned in the management of a company which has been subject to an insolvent liquidation or been the subject of a judicial inquiry in any part of the world.
- I/We have never been convicted or been a director or otherwise concerned in the management of a company which has been involved in any crime, or been the subject of any investigation, or been interviewed in connection with any investigation, by any state, law enforcement or regulatory body.
- I/We are not aware of any action, claim or litigation of whatever type threatened or outstanding, contingent or pending against me or affecting any of my assets and I do not have actual notice of any such claim or of the facts or circumstances which may render me liable to any such claim.
- I/We are not insolvent and am able to pay my/our debts as they fall due. My/Our liabilities both actual and contingent or prospective do not exceed in value my/our assets.
- That in the event of any Managed Entity being formed on my/our behalf, the value of my/our remaining assets exceeds the total of my/our liabilities whether actual, contingent or prospective.
- That in the event of any Managed Entity being formed on my/our behalf, I/We have no intention of using such vehicle with a view to evading any tax obligation of whatever nature and I/We hereby undertake that all income and capital gains and all such other details as are required by any relevant legislation shall be declared by me/our as required under such legislation.
- I/We have never been refused cover in respect of malpractice insurance, liability insurance, or professional indemnity insurance.
- My/Our tax returns are filed to date and in compliant with the tax laws in my/our country/ies of tax residence and will continue to do so in relation to my/our ownership, interest and control of the company.
- I/We confirm to provide updated certified documents for Individuals and Company where applicable as described in section 7 Customer Due Diligence Information of the agreement to Pacific Advisory as and when it expires or is due at our/my own expense as well as ensure to provide all fees in full before due dates. I/We also confirm we will be responsible for any late fee and bank charges for transfer of funds to ensure Pacific Advisory will receive full invoice amount at all times.
- I/We have read the Terms and Conditions of business, which form part of this application and hereby declare that I accept them in their entirety.
- **I/WE DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF AND UNDERSTAND THAT IN PROVIDING YOU WITH THIS INFORMATION YOU HAVE NOT AT THIS STAGE ACCEPTED ME/US AS A CLIENT OF PACIFIC ADVISORY.**
- **I/WE DECLARE THAT ONCE BOTH PARTIES HAVE ACCEPTED THE ENGAGEMENT PACKAGE, AND THE TERMS AND CONDITIONS OUTLINED IN THIS PACKAGE IS APPLICABLE AT ALL TIMES WHEN CONDUCTING BUSINESS WITH PACIFIC ADVISORY.**
- I/We declare that the person signing the form on my/our behalf (UBO/Shareholders/Directors as noted on client form) have been authorized to accept this engagement and the above declarations is true and correct.

Name:	Signature:	Date:

INTERNAL USE ONLY:

I am authorized on behalf of the Pacific Advisory to accept the above Client Engagement

Name: Mr Glen Craig Managing Partner	Signature:	Date:
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Next Steps...

Once you have completed the Client Acceptance Application Form
please email to the following email address:

Lerrain Loughman
info@pamadvisory.com

or for any queries please contact the office: **+678 22404**

We will be in contact shortly to officially begin your application process.