

**Anti-Money Laundering (AML) legislation currently in force in the British Virgin Islands and amended from time to time, imposes duties and obligations regarding the verification of identity of New and Existing Clients which CCP as a regulated entity is obligated to uphold. As a consequence we are now requiring all clients to sign a Terms of Business agreement which sets out the respective obligations to ensure continued compliance with AML and other relevant legislation**

The undersigned \_\_\_\_\_, as a Director of  
\_\_\_\_\_ the "Company), of \_\_\_\_\_  
\_\_\_\_\_

hereby confirms and agrees terms of business with **CCP Financial Consultants Limited ("CCP")** of 2nd Floor, Ellen L. Skelton Building, Fishers Lane, Road Town, Tortola, British Virgin Islands as follows:

1. That the Company shall provide CCP Financial Consultants Limited with full due diligence on all Relevant Individuals / Legal Entities (*i.e. Ultimate Beneficial Owners, Shareholders, Directors, Officers or a Corporation acting in any of these capacities*) as is required by the Anti-Money Laundering Code of Practice as amended from time to time and that **evidence** of this will be demonstrated by providing CCP with the following documents:

**a) Where Relevant Individual is a natural person:**

- i) a clean and legible **certified copy** of the individual(s) valid passport or national identity card. (*See Required Standards for Certification of Documents*)
- ii) Permanent residential address of the individual(s), with proof of it being provided on an **original** or **certified copy** of a recent telephone or utility bill in the name of the individual. (*See Required Standards for Certification of Documents*)
- iii) An **original** bank reference, from a bank with which the individual has had a business relationship, or
- iv) An **original professional** reference, from a lawyer, accountant with whom the individual has had a business relationship
- v) Details of the Occupation and Country of Residence of the individual.

**b) Where Relevant Individual is a Corporation or other Legal Entity**

- i) Official name (and trade name if different)
- ii) Full address of the Registered Office
- iii) Full name and address of Registered Agent (if relevant)
- iv) A certified copy of the Memorandum and Articles of Association (or equivalent)
- v) In respect of each beneficial owner, principal shareholder or director verifying their identity in the same manner as set out above for individual applicants.
- vi) Organisational Chart of the group structure (if applicable) which the legal entity will be a part of or if **not** part of a group structure, a positive indication that this is not applicable.
- vii) Stock Exchanges where listed and listing particulars (if a listed company)
- viii) Description of nature of business of the entity

## Nature of Business

The Company will provide full details regarding the nature of its business and where relevant, of any changes thereto in the future.

## 3. Record Keeping

In November 2012 the BVI enacted new record-keeping requirements for BVI Business Companies and Partnerships to comply with OECD recommendations. These new requirements are in addition to existing record-keeping obligations contained in the BVI Business Companies Act, 2004 (“BVIBCA”).

It is important to note that every BVI Business Company always has had, and continues to have, the obligation to maintain records that:

- are sufficient to show and explain the company’s transactions
- enable the financial position of the company to be determined with reasonable accuracy

The new record-keeping rules were introduced as amendments to the Mutual Legal Assistance (Tax Matters) Act, 2003 (“MLAT”). Under the new rules all BVI Business Companies must now:

- maintain records and “underlying documentation” for at least five years from the date of completion of the transaction to which the records and underlying documentation relate (unless before the expiration of the five-year period the company terminates the business relationship to which the records and underlying documentation relate)
- ensure that the records are sufficient to illustrate a company’s transactions and determine its financial position
- keep these records and underlying documentation at the office of its registered agent, or confirm in writing to the registered agent the location of the records if they are not kept with the registered agent

With respect to the above, the Company will confirm to CCP whether the records will be kept at the offices of CCP or if not confirm in writing where they will be kept.

As a point of clarity, under these new rules, “underlying documentation” is defined as including “accounts”. The requirement to keep “accounts” **does not mean that BVI Business Companies have an obligation to produce and maintain financial statements.** More accurately, keeping “accounts” under the terms of reference of the MLAT means keeping “accounting records” which:

- correctly explain all transactions
- enable the financial position of the entity or arrangement to be determined with reasonable accuracy at any time
- allow financial statements to be prepared
- are accompanied by underlying documentation such as invoices and contracts that show:

- - the value and detail of receipts and expenses
  - all sales and purchases and other transactions
  - the assets and liabilities of the relevant entity or arrangement

If records will be kept at CCP this will be subject to an additional fee to be agreed.

These terms of business shall be binding upon the Company, its successors, executors, administrators, liquidators, assigns and other personal representatives.

#### 4. Obligations under this Agreement

- i. That the Company will advise CCP immediately on any changes in the address and contact details of any of the Relevant Individuals. Any changes in the nature of business of the Company any changes in the shareholders, directors or officers and provide CCP with the full due diligence on each of the new individuals/legal entities.
  - ii. That the Company will pay all invoices submitted by CCP for work done in accordance with the payment terms agreed and the schedule of fees provided from time to time.
5. These terms of business shall be binding upon you, the Company, its directors and officers, its successors, executors, administrators, liquidators, assigns and other personal representatives.
  6. These terms of business shall be governed by and construed in accordance with the laws of the British Virgin Islands and you hereby submit to the non-exclusive jurisdiction of the courts of the British Virgin Islands in connection herewith.

In consideration of CCP Financial Consultants Limited providing its services to the Company, we confirm and agree to be bound by these terms of business.

**Signed by:**

#### **THE COMPANY**

Director Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **CCP FINANCIAL CONSULTANTS TD**

Director Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_