

Terms and Conditions

1. Purpose and Scope of Application

1.1. These Terms of Business are intended to govern the business relations between Tecton International Ltd (“**TIL**”) and its clients (“**Client**”). On the basis of these Terms of Business, TIL shall provide the Client with various services such as the foundation of companies (“**Company**”) and some additional related services (“**Additional Services**”) as well as the assistance in relation with the opening of accounts with banks or a non-banking financial services providers (“**Bank Account Opening**”).

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

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. TIL 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 TIL receives a written objection thereto within four weeks from the date of the notice.

2. Content and Scope of the Services

Foundation and management of a Company and Additional Services

2.1. TIL can perform the service of incorporating a Company for the Client, in the jurisdictions specified in the list available on the website of TIL (www.readyoffshorecompany.com). TIL can also organize the supply, either by TIL’s affiliated companies or third parties, of Additional Services such as the supply of nominee directors, nominee shareholders, internet merchant account, company logo, company seal, company rubber stamp, power of attorney, notarization & apostille on documents. Affiliated companies means, in relation to TIL, a subsidiary or a holding company of TIL or any other subsidiary of that holding company.

2.2. All Additional Services will be provided on the basis of a specific agreement between the Client and the relevant provider of the Additional Services, except for seals, stamps and logos, notarization & Apostille.

Bank Account Opening

2.3. TIL can perform the service of assistance in relation with the opening of an account with a bank or another financial service provider (“**Bank**”), such as a collection account provider, for the Client. In this framework, TIL may propose to the Client a list of Banks, but it is the Client who is responsible for the choice of the Bank. The Client may choose a Bank either among the list of Banks provided by TIL or a third party Bank. The successful setting-up of complementary services such as credit cards, chequebooks or internet banking access is not guaranteed and is offered “as is”. The service can only be employed for legal purposes as determined by applicable law.

3. Right to refuse services

TIL 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

Whilst TIL 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

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 TIL into disrepute. The client will not in any way whatsoever use or combine the TIL name, in whole or in part, for the purpose of trading activities. TIL reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against the Client.

6. Anti-Money Laundering and Due Diligence

The Client shall provide TIL with such information as TIL 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 TIL is correct. The client also represents to TIL 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 TIL to meet its legal obligation, the Client shall keep TIL fully and promptly informed of any changes in the beneficial ownership, shareholding and officers of the company. Beneficial owners indicated by the Client shall sign a "form A" as requested in the Agreement. The client shall immediately inform TIL of the nature of the activities of the company and seek TIL's prior written consent before making any material changes to those activities.

7. Obligations of the Client

Due diligence documentation may include the provision to TIL of, without limitation : original certified copies of identity documents, a proof of legal domicile no older than 3 months, a banker's reference letter, certified copies of corporate documentation, and certified translations where applicable. Any certification must be done in accordance with the requirements of the applicable jurisdiction and as per TIL's instructions if any. The Client is obliged to provide the requested due diligence material prior to the commencement of TIL services.

8. Fees and Payment Terms

In General

8.1. The Client agrees to pay the fees charged by TIL. In addition to the fees mentioned on the website, the Client agrees to pay any out-of-the pocket expenses in particular, but not limited to, those incurred in convening or attending meetings of the directors, shareholders or secretaries, calling or attending any extraordinary general meetings of the company, preparing any forwarding any notice or statement and all other like expenses.

TIL starts an execution phase only after the receipt of the full payment of the fees. All fees and charges are payable in the currency nominated by TIL, which is usually Euros or Sterling. The Client is not authorized to withhold fees and interests due to any service, guarantee or liability-related claims. In the same manner, any right of off-set on the part of the Client is hereby excluded.

Foundation and Management of a Company

8.2. The Client shall owe TIL a one-time set-up fee for enabling the foundation of a Company in addition to the annual fees. The set-up fee varies according to the jurisdiction and includes a company head office

(address), a registered agent and all the documents required for the company to be fully operational from the first day of registration, i.e.: the certificate of incorporation issued by the local registrar; the memorandum and articles of association; the resolution relating to the nomination of director and the distribution of shares; and the share certificate(s).

The annual fee is a one-time charge per year paid upon registration or renewal of registration. It includes the on-going verification that the company complies with local laws as well as the renewal of the head office, of the registered agent and of the governmental charges from the jurisdiction in question. The annual fee is non-refundable.

The Client shall owe TIL all other fees such as government fees, duties, taxes and other third party disbursements together with Nominee Directors or Shareholders fees and transfer fees, including disbursements and any out-of-pocket expenses.

The Client acknowledges the right of TIL to review annual fees. Any amendment in the fee structure will be notified to the Client at least one month prior to the commencement of the services for the period to which the fees relate. The Client can pay the fees due to TIL using a valid Visa, Mastercard credit card bearing his/her name, or by bank transfer. Clients transmitting credit card (or similar payment instrument) data to TIL for the purpose of a payment accept that the company bills their credit card for the full amount of the fees and / or expenses, taxes, duties due to TIL in connection with the service plus any disbursements or out-of-pocket expenses. The Client further agrees that TIL may records and use such credit card data in accordance with the present Terms and Conditions and TIL's Privacy Policy.

Appointment of a director

8.3. The Client certify that each of the directors to be named on a company in accordance with an order form submitted to TIL and who has not signed a "Consent to Act as Director" has consented to be a director of the company on its incorporation and that each director who is a natural person has attained the age of 18 years.

Other Introduction Services

8.4. The Client shall owe TIL a one-time non-refundable fee for TIL's introduction and application assistance service with third party service providers. Such fee is paid in respect of TIL's service costs only. The Client understands that TIL will not be part of the relation between the Client and such third party providers. The Client agrees that in the event the Client's application is accepted, TIL may receive finder's fees from such third party providers and the Client expressly renounces claiming the payment of such fees.

9. Communication and Instructions

The Client and TIL may send to each other instructions, notices, documents or any other communication either by mail, e-mail, through TIL's dedicated web portal or by fax, PROVIDED ALWAYS, that TIL may send fee notes by e-mail message attachment. The Client and TIL shall keep all instructions, notices, documents or any other communication as a matter of proof. Each communication shall be addressed if to TIL, at its registered office or at such other address as TIL 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 TIL from time to time, including holding mail instructions that shall be agreed upon in writing. So that TIL may at all times be able to contact the Client should the need arise, the Client agrees to inform TIL immediately upon changing his/her address and e-mail address or telephone/fax number. In the event the Client terminates all TIL services for one or several registered companies, any notice of termination served by email must be sent to: info@readyoffshorecompany.com.

10. Data Processing and Data Protection

10.1. TIL will process personal data which as per the definition found in the General Data Protection Regulation (GDPR) means any information relating to an identified or identifiable natural person also referred to as data subject. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identified such as a name, an identification number, location data, an online identified or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

The processing of data means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, retrieval, consultation, adaption or alteration, use, disclosure by transmission, dissemination and suppression of such personal data or otherwise making available, alignment or combination, restriction, erasure or destruction.

The recipients of the personal data may include TIL affiliated companies acting as subcontractors or auxiliaries, the registered agents in the jurisdictions relevant to the services, our IT suppliers or financial providers such as our payment acquirers, other third-party service providers, including banks, whom the Client has expressly requested to be introduced to, the public companies' registries, or the legal authorities. All these disclosures which have been listed shall only occur in accordance with the GDPR and our business relationship with these third part providers shall be a contractual one whereby both parties agree to abide by the obligations found in the GDPR such as the obligation of confidentiality on whoever is handling the personal data of the data subjects.

To comply with "Know your client" obligations and ensure the correct service delivery, the processed data will include particulars of the Client, such as the full legal name(s), the nationality, the date of birth, domicile and residential addresses, passport numbers, passport validity dates, and contact details of identifiable individuals, as well as supporting documents evidencing such personal data and service instructions from the Client.

The Client is under an obligation to maintain his/her personal data up to date during the entire contractual relationship with TIL, and to submit any required supporting document in relation to his/her update obligation in the exact form prescribed by TIL.

10.2. Affiliated companies of TIL or a registered agent may act as the processor of personal data on behalf of TIL, who shall remain the controller of such personal data. A more detailed explanation with whom we share the data is found in our privacy policy.

10.3. The Client acknowledges that more information regarding data processing may be obtained by contacting TIL or by email to: info@readyoffshorecompany.com. Any communication will be made in English. Any other language may only be used at TIL's sole discretion and as a courtesy to the Client

10.4. The Client is informed that he/she has a right to withdraw his/her consent, The withdrawal of consent shall neither affect the lawfulness of processing based on consent before its withdrawal, nor the lawfulness of a continuation of the data processing where another valid purpose exists, such as the purpose of complying with the law.

The Client warrants he/she has secured the valid legal authorization of any applicable data subject whose personal data he/she transferred to TIL and that such data subject has consented to the processing of their personal data by or through TIL for the purpose of the service performance or in application of due diligence obligations.

10.5. TIL, 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 TIL. Communicating with TIL may imply for the Client 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 TIL.

11. Legal Incapacity

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 TIL in writing.

12. Liabilities

12.1. Without prejudice to any specific provision, any damage resulting from the error or omission of TIL, its directors, employees or agents shall be borne by the Client, unless TIL, its directors, employees or agents has acted with gross negligence or fraud or any other liability that cannot be excluded pursuant to applicable law. TIL 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.

12.2. 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.

12.3. TIL cannot be held responsible if the Additional Services cannot be set up. TIL'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.

12.4. 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 TIL has acted with gross negligence.

12.5. TIL cannot be held responsible either in the event of a breakdown of any of the communication means necessary for the performance of its services under this Agreement or for any mail or calls received for the purposes of its services under this Agreement. Further, TIL takes no responsibility for loss or damage arising from the use of fax instructions, including failed or incomplete transmission or loss.

12.6. In the specific case of a Bank account opening, TIL is a third party to the relationship between the Bank and the client. Therefore, under no circumstance can TIL be held responsible of the relationship between the Bank and the Client. TIL 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.

13. Duration, Termination and Suspension of Services

In General

13.1. Any Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the length of the initial term. In all other aspects, any Agreement will automatically renew on the same terms and conditions. Either TIL or the Client can terminate any Agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least two months written notice to the other. Termination shall be without prejudice to any rights or liabilities of any party either arising prior to termination or arising in respect of any act or omission occurring prior to termination. The right to immediate termination for good cause remains unaffected.

13.2. In case of violation of applicable laws or the present Terms of Business by the Client, TIL may terminate any Agreement with immediate effect, including any Agreement regarding Additional Services provided by TIL's affiliated companies or third parties. In such a case the Client must take all necessary actions to replace any position being vacant in any Company as a consequence of any such termination and it is explicitly agreed that TIL cannot be held liable for any damage following such an immediate termination.

Foundation and Management of a Company

13.3. Any Agreement for the operation of a company is for one complete year. In the event that the Client terminates the Agreement or requests TIL to transfer the management of the Company to another agent or corporate service provider or to liquidate the Company, Gioant will not transfer or liquidate the Company until all outstanding disbursement, expenses and/or fees (including but not limited to, government fees, duties, taxes and other third party disbursements together with Nominee Directors or Shareholders fees and a transfer fee of € 750.00) have been paid in full.

As soon as the Company has been founded and is registered within the relevant jurisdiction, the Client undertakes to sign the mandate agreement in favour of TIL that is attached to the present Terms of Business. TIL may refuse to forward to the Client the corporate documents relating to the Company as long as the mentioned mandate agreement is not signed.

14. Severability

If any term or condition contained herein is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, invalid, prohibited or unenforceable then such term or condition shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability. The remaining terms or conditions herein shall remain in full force and effect.

15. Assignment

To execute the services, TIL 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 TIL.

16. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of United Kingdom. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of United Kingdom.