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Purchase contract for a Shelf UG German limited liability company with Trustee Service

Client and Purchaser:

Surname		First and mic	ddle names according	ID document	Date of birth
Nationality		Passport nur	nber	Place of birth	ı
Street and hou	se number of the registi	ration address			
Zip code	City of the registration address			Country (if n	ot Germany)
Landline telephone		Fax if available			
Cellphone			E-mail address		

If the purchaser is a legal entity (e.g. company), please enter here the person authorised to sign and enter the organisational data into the Notes field at the end of the form.

If different from the client, for which person should the trustee hold the shares:

Surname		First and mic	Idle names according	ID document	Date of birth
		-			
Nationality		Passport nur	nber	Place of birth	1
Street and hou	se number of the regist	ration address			
Zip code	City of the registration address			Country (if n	ot Germany)
l andling talank			Fax if available		
Landline teleph	ione		Fax II available		
Cellphone			E-mail address		
I					

If the trustor is a legal entity (e.g. company), please enter here the person authorised to sign and enter the organisational data into the Notes field at the end of the form. The same procedure applies if additional trustors are to be specified.



Requested configuration and registered office:

Desired name of the UG (corporate name)
What activity will the UG undertake (business purpose):
The registered office in Berlin is rented for the UG: Rent € 250 plus VAT per month, monthly cancellation possible The rent will be settled directly between your company and the landlord.
Otherwise the registered office is at:
Street and house number
Zip code City in Germany

Managing Director:

The existing managing director shall remain (fee see below)					
The client (see above) becomes managing director					
Otherwise the managing director shall be:					
Surname		First and mic	Idle names according	ID document	Date of birth
N					
Nationality		Passport nur	nber	Place of birth	
Street and hous	se number of the registra	ation address			
Zip code	City of the registration address			Country (if no	ot Germany)
Landline telephone			Fax if available		
Cellphone			E-mail address		



Notes or additional information:

I hereby take over the shelf UG according to German law including trustee service at the price of € 2,500 (tax-free according to §4 8 f UStG) including € 500 bank balance:

- UG registered in the commercial register
- German bank account including € 500 bank balance
- Preparation and execution of the purchase formalities including notary appointment
- Position of the trustee shareholder for the company
- Position of the trustee managing director for the company (if commissioned)
- Tax number already applied for
- Immediately able to act
- Rent of the registered office (if commissioned)

I have transferred the purchase price of \notin 2,500 to the following account:

Bank:	Landesbank Berlin
Account holder:	ELA Beteiligungs UG
IBAN:	DE10 1005 0000 0190 8326 30
BIC/Swiftcode:	BELADEBEXXX

General Terms and Conditions for the Shelf Company with Trust Service

The monthly fee for the trustee shareholder is € 100 plus VAT (gross € 119) and is settled directly between the client and the trustee.

The monthly fee for the trustee managing director (if commissioned) has been agreed with the client and the managing director as follows and amounts to € 600 plus VAT and will be settled directly with your company.

The services of SiBa Wirtschaftskanzlei GmbH relate exclusively to the sale of shelf companies and the trust service. Additional services (such as consulting) are only owed upon separate written agreement. For legal reasons, neither legal nor tax advice may be given. If a special motivation or purpose is pursued, a lawyer or tax advisor should be consulted.

The purchase price covers all notary and formation costs of the shelf company until the time of sale. The notary and court costs of the transfer as well as the notarial trust agreement between the trustor and the trustee are always borne by the purchaser.

I am aware that you will only start providing your service after receipt of the said down payment or the purchase price.

After the prerequisites have been met (including complete receipt of payment, submission of identification documents, power of representation, ownership and control structure, information on money laundering prevention and submission of all other information and documents that may be requested by the notary), SiBa Wirtschaftskanzlei GmbH will execute the order or part of the order for which the requirements are met, within 10 working days except Saturday.

I hereby authorise you to instruct the notary selected by you to draw up all necessary deeds (including sales contract with trust deed, company changes, company registration) on my behalf. I am aware that the notary will charge a drafting fee even if no notarial deed is executed through my fault. I agree that you may then settle this fee from the down payment or purchase price paid by me and that you will then no longer reimburse me for this portion.

I have received and read the cancellation policy of SiBa Wirtschaftskanzlei GmbH: <u>https://siba-wirtschaftskanzlei.de/pdf/en/withdrawal.pdf</u>

□ I agree and expressly request that SiBa Wirtschaftskanzlei GmbH already begins with the commissioned service before the end of the cancellation period. I am aware that I lose my right of withdrawal upon complete fulfilment of the contract by SiBa Wirtschaftskanzlei GmbH. I am aware that I owe an appropriate amount according to § 357a (2) of the German Civil Code (BGB) for the service provided by SiBa Wirtschaftskanzlei GmbH if I exercise the right of revocation after I have expressly requested SiBa Wirtschaftskanzlei GmbH to begin the service before the end of the revocation period.

I am aware that there is no right of revocation for the notarial contracts and certifications to be concluded in this context (§ 312g (2) 13 BGB).

Neither the client nor any other party involved, or their beneficial owner is a politically exposed person, a family member of a politically exposed person or a closely related to politically exposed person.

The place of jurisdiction is Berlin (Germany) if the client is a merchant or a legal entity under public law or a special fund under public law or if he does not have a permanent residence in Germany, or the Client has moved its place of residence or habitual residence abroad after these GTC have come into effect or if the place of residence or habitual residence is unknown at the time the action is brought.

Place and Date

Signature

Please send the signed form by E-Mail to post@siba-wirtschaftskanzlei.de or by fax to +49 30 77 00 600 89