

## Company Secretary & Annual Return Submission Services Application Form (AR-001)

\*Mandatory fields    \*\*All amounts are in **HKD**    #Limited Company by Guarantee is NOT applicable

Application Information			
Company Name *	Name in Chinese:	有限公司	
	Name in English:	Limited	
Incorporation Date*		Client Code (If available)	
Applicant(s)			
Applicant's position *	<input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Company Secretary <input type="checkbox"/> Agency		
Name on ID/Passport*	Chinese:	English:	
Phone Number *		Email*	
Correspondence Addr. *			
Applicant(s)			
Applicant's position *	<input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Company Secretary <input type="checkbox"/> Agency		
Name on ID/Passport*	Chinese:	English:	
Phone Number *		Email*	
Correspondence Addr. *			
Case Detail			
Please attach the Annual Return (NAR1) of the past Annual year or the Incorporation Form (NNC1)		<input type="checkbox"/> Annual Return [NAR1] <input type="checkbox"/> Incorporation Form [NNC1]	
Is there any Shares Transfer or Information Change of the Company Members during the past Annual year? <input type="checkbox"/> No <input type="checkbox"/> Yes, Please select the details of changes belows			
Details of changes	<input type="checkbox"/> Change of Company Name [NNC2] <input type="checkbox"/> Change / Resignation of Company Director(s) / Secretary [ND2A / ND4] <input type="checkbox"/> Shares Transfer <input type="checkbox"/> Change of Registered Address [NR1] <input type="checkbox"/> Change of Information of Company Director(s) / Secretary [ND2B] <input type="checkbox"/> Return of Allotment [NSC1] <input type="checkbox"/> Notice of Location of Registers and Company Records [NR2] <input type="checkbox"/> Others: _____		
Remarks *			

Company Secretary's Service Plans		
<ul style="list-style-type: none"> <li>● This service is recommended for a company without any Hong Kong Resident as its shareholder.</li> <li>● In suspicion of the Customer is involved in any illegal activities, or subjected to any civil or criminal prosecution, BBC reserves all rights to resign from the position of Company Secretary with immediate effect.</li> </ul>		
Plan S1 (Basic)	Plan S2 (Plus)	Plan S3 (Pro)
Company Secretary Service includes: <ul style="list-style-type: none"> <li>● Participate as company secretary until the next anniversary of its incorporation</li> <li>● Prepare and submit Annual Return (AR) for the year</li> </ul>	Company Secretary Service includes: <ul style="list-style-type: none"> <li>● Participate as company secretary until the next anniversary of its incorporation</li> <li>● Prepare and submit Annual Return (AR) for the year</li> <li>● Prepare the SCR and enter the required particulars of the significant controller(s) and contact detail of the designated representative of the company in the SCR.</li> <li>● Prepare the Register Of Members, Register Of Directors &amp; Register Of Company Secretary.</li> <li>● Arrange for Business Registration Certificate Renewal (BR Fee is NOT included)</li> </ul>	Company Secretary Service includes: <ul style="list-style-type: none"> <li>● Participate as company secretary until the next anniversary of its incorporation</li> <li>● Prepare and submit Annual Return (AR) for the year</li> <li>● Prepare the SCR and enter the required particulars of the significant controller(s) and contact detail of the designated representative of the company in the SCR.</li> <li>● Prepare the Register Of Members, Register Of Directors &amp; Register Of Company Secretary.</li> <li>● Arrange for Business Registration Certificate Renewal (BR Fee is NOT included)</li> </ul> Use any service from below. <b>Quota: 4</b> <b>(Gov. Fee NOT Included):</b> <ul style="list-style-type: none"> <li>● Preparing the first director minutes</li> <li>● Preparing the Notification of Commencement of Business by Corporation / the No commencement letter</li> <li>● Changing company business nature</li> <li>● Changing company registered address</li> <li>● Changing company name</li> <li>● Applying for branch registration certificate</li> <li>● Changing branch details</li> <li>● Appointment and registration of director</li> <li>● Updating directors' personal information</li> <li>● Applying Share Allotment</li> </ul>
<b>The registration fee for Annual Return Filing of \$105 will be billed and prepaid when you apply for or renew the service plan. New subscription is required to pay an one-off Company Search Fee \$100.</b>		
<input type="checkbox"/> <b>HKD\$905/Year</b> (Included Service fee \$800 & AR fee \$105)	<input type="checkbox"/> <b>HKD\$1,885/Year</b> (Included Service fee \$1,780 & AR fee \$105)	<input type="checkbox"/> <b>HKD\$1,985/Year <span style="background-color: yellow;">Special Offer!</span></b> (Included Service fee \$1,880 & AR fee \$105)
Annual Returns Submission Service		
Service included: <ul style="list-style-type: none"> <li>● Prepare and submit Annual Return (AR) for the year</li> </ul> Client MUST sign the AR timely according to the incorporation date. Shall there be late submission of AR due to the delay of returning the document with client's signature(s), the client will be responsible for all induced administration fee and government's fine (Maximum fine per AR \$3,480).		
AR Year*	<i>@ anniversary of the date of its incorporation</i>	
<input type="checkbox"/> <b>\$500/AR</b> (Service fee)	<input type="checkbox"/> <b>\$105</b> (Annual Return Filing Fees)	
	<input type="checkbox"/> <b>\$870</b> (Government's fine for: More than 42 days after but less than 3 months after the company's return date@)	
	<input type="checkbox"/> <b>\$1,740</b> (Government's fine for: More than 3 months after but less than 6 months after the company's return date@)	
	<input type="checkbox"/> <b>\$2,610</b> (Government's fine for: More than 6 months after but less than 9 months after the company's return date@)	
	<input type="checkbox"/> <b>\$3,480</b> (Government's fine for: More than 9 months after the company's return date@)	
Remarks		

## **Terms & Conditions for Company Secretary Services**

### **MAIN TERMS**

1. This agreement is offered by Brilliant Business Centre Limited (Service provider) and is accepted by the applicant of annual return submission & company secretary service (Customer), both executing those terms and conditions stated in this.
2. This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR") and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the HKSAR.
3. The Customer understands and agrees that they will have no right to occupy and access any part of the premises and any equipment or facilities within the premises of the Service Provider under this agreement. The Customer has the right to use the address(es) of the Service Provider as their registered nor contact address.
4. The Service Provider will conduct professional appraisals of services requested by the Customer and reserves the right to make the final decision.
5. Under the following circumstances, the Service Provider reserves all rights to terminate services and resign as the Company Secretary without any prior notice. The Service Provider shall bear no legal responsibilities nor shall be liable for any claims or compensation for discontinuing services.
  - 5.1 The Customer has failed to settle any service fees or to renew business registration on time; or to submit necessary documents required by the law of HK SAR.
  - 5.2 In suspicion of the Customer is involving or carrying out a fraud and any illegal or improper activities;
  - 5.3 In suspicion of the Customer is using provided services to hold any promotional sales or public recruitment events;
  - 5.4 In suspicion of the Customer is transferring or assigning any or part of the services to any other parties, without the prior authorization from the Service Provider.
  - 5.5 The Customer is ordered to pay debt by phone calls, letters, by person, etc.
  - 5.6 The Customer has caused any third party to disturb the operation at any service point of the Service Provider to claim for lost, protest, etc.
  - 5.7 The Customer has caused the press and media to arrive at any service point of the Service Provider for interview, filming or taking photograph.
  - 5.8 The Customer is involved in any kind of legal action.
  - 5.9 The customers who fail to provide true and correct information, or necessary documents within the set time limit to the Service Provider for completion of customer due diligence procedures.
6. The Client shall acknowledge and agree in accordance with the Terms that the service provider does not guarantee to endorse an application for the Client regarding the declaration to including but not limited to the government and law enforcement agencies in relation to the use of our company's registered address as the Client's address. The service provider may require 7 to 14 days to review the relevant documents, and may induce additional charges for endorsing the associated documents. The service provider reserves the right to refuse to endorse any documents, and to submit the notification of termination of relevant authorization to the government and law enforcement agencies.
7. Should any disputes arise, the decision of the Service Provider shall be final.

### **LIMITATION OF LIABILITY**

8. The Customer acknowledges that due to the imperfect nature of verbal, written and electronic communications, the Service Provider is not responsible for any failure to render any service, any error or omission, or any delay or interruption of any service, the so le obligation is limited to the service charges during the affected period.
9. The Customer agrees to waive, and agrees not to make, any claims for damages, direct or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service, any error or omission with respect there to, or any delay or interruption of services.
10. The Service Provider agrees that no information of the Customer would be sell to any third party without consent from the Customer.

### **CONTRACT PERIOD**

11. The first contract period will be the period started to the date of service commenced to the last date of the period covered within the first payment. The contract period will be extended according to the period covered of each payment of the Customer afterward, and the content of this agreement will be applicable within the extended contract period.
12. The customer is not allowed to terminate the services before the end date of the first contract period unless prior approval from the service provider is obtained.
13. Service fee will not be refund for early termination.

### **ABOUT SERVICE AND PAYMENT**

14. Customers are required to renew / terminate the service with the service provider 1 month before the expiry date of the service period. Otherwise, the resignation form of company secretary will be submitted to Companies Registry.
15. The Customer shall pay the fees before the due date specified on the relevant invoices, or the Service Provider has the right to suspend the services to the Customer. The Customer has the responsibility to make sure that their payments are received and identified by the Service Provider before the due date specified on the relevant invoices.
16. If Customer requests to reactive the services which has been suspended by the Service Provider due to late payment or overdue situation, the Service Provider shall charge the Customer the service fees for the suspended period.
17. If the Customer requires to amend service instructions, contents, a written notice should be given to the Service Provide Provider to the amendment take place, related service fees shall apply.
18. If there is any Shares Transfer or Information Change of the Company Members during the past Annual year. Customer must send the related information and documents to the Service Provider 7 days prior of the anniversary of the date of the company's incorporation of that year. Customers would be responsible if there is any missing of providing accurate information for preparing the Annual Return, and have to pay HKD\$300 for amending the Annual Return, the Customer would also be responsible for paying the late charge of Annual Return (if any).
19. If the Customer has to sign the Annual Return, the signed documents must be returned to the office of the Service Provider within 30 days after the anniversary of the date of the company's incorporation in that year, which make sure the Service Provider has enough time to arrange submission of the documents. If there is any late charge / penalty due to late submission, the Customer should hold full responsibilities. If the Customer request to submit the documents within 3 days, the Service Provider would charge HKD\$500 for the special arrangement.
20. The Customer has acknowledged and agreed the latest version of Terms & Conditions for Virtual Office is located online (URL shows below). The Service Provider reserves the right to amend the Terms & Conditions from time to time without prior notice.  
<https://www.bbcl.com.hk/us/online-document/company-secretary-terms-and-conditions>

### **DUE DILIGENCE TERMS & CONDITIONS**

1. To prevent identity misuse, clients (including shareholders, directors, company secretaries, owners, partners, etc.) must complete identity verification. Failure to cooperate may result in service termination and a \$500 administrative fee.
2. Clients must submit all due diligence documents required by the Service Provider within 15 days of service application, as requested. If not completed on time, service will be suspended until fulfilled. If the client refuses or if document authenticity is in doubt, the service provider may terminate the service and deduct a \$500 administrative fee.
3. If due diligence is not completed within 30 days of application, it will be considered an automatic waiver of the service, and all fees paid (including service and government fees) will be non-refundable.
4. If the Client changes the company structure or members during the service period, they must notify the Service Provider within 5 working days and undergo due diligence again. Additional fees of \$100 for company registration and \$200 for handling may apply. Failure to pass the review will result in service termination.
5. The Customer has acknowledged and agreed the latest version of Terms & Conditions for Due Diligence Terms & Conditions is located online (URL shows below). The Service Provider reserves the right to amend the Terms & Conditions from time to time without prior notice.  
<https://www.bbcl.com.hk/us/online-document/due-diligence-terms-and-conditions>

**CONFIRM YOUR APPLICATION**

- I am clear that the service plans above included only the Annual Return Filing Fee, any other government fee is NOT included.
- I understand that I must return the signed documents within 15 days or as soon as possible according to the instructions of the customer service representative to complete the relevant procedures; otherwise, I will bear any fines or consequences that may arise. I also understand that if I do not submit sufficient information to complete the service application within 30 days, it will be considered a waiver of the service, and any fees paid (including service and government fees) will not be refunded.
- I have read and agreed with all the terms and conditions above. And I acknowledge and understand every year annual return is required to be delivered to the Registrar of Companies for registration within 42 days after the anniversary of the date of the company's incorporation in that year (the prescribed time period), I/ my company will have responsibilities for all penalties and legal liability from late delivery.
- I have read and agreed that I MUST sign the AR timely according to the incorporation date. Shall there be late submission of AR due to the delay of returning the document with client's signature(s), the client will be responsible for all induced administration fee and government's fine

Authorized Signature(s)

Applicant Name(s)

Date