

代辦周年申報表及公司秘書服務申請表 (AR-001)

Annual Return Submission & Company Secretary Service Application Form

*擔保有限公司並不適用 Limited Company by Guarantee is NOT applicable

C. Code	
P.M.	
Date	

申請資料 Applicant Information	
公司名稱 Company Name *	中文名稱 Chinese name
	英文名稱 English name
公司成立日期 Incorporation Date	現有客戶編號 Client Code
聯絡人資料 Contact Person Information	
名稱 Name *	
聯絡電話 Phone Number *	電郵地址 Email Address*
個案詳情 Case Detail	
請附帶 1 份上一年度的周年申報表(NAR1) 或 法團成立表格(NNC1) Please attach the Annual Return (NAR1) of the past Annual year or the Incorporation Form (NNC1)	<input type="checkbox"/> 周年申報表 [NAR1] Annual Return <input type="checkbox"/> 法團成立表格 [NNC1] Incorporation Form
上一個年度至今是否有任何股份變動或成員資料變更? Is there any Shares Transfer or Information Change of the Company Members during the past Annual year?	
變動詳情 Details of changes	<input type="checkbox"/> 沒有 No <input type="checkbox"/> 更改公司名稱 [NNC2] Change of Company Name <input type="checkbox"/> 委任/辭任董事或公司秘書 [ND2A / ND4] Change / Resignation of Company Director(s) / Secretary <input type="checkbox"/> 股權變動 Shares Transfer <input type="checkbox"/> 更改註冊地址 [NR1] Change of Registered Address <input type="checkbox"/> 更改董事或公司秘書資料 [ND2B] Change of Information of Company Director(s) / Secretary <input type="checkbox"/> 增加註冊資本 [NSC1] Return of Allotment <input type="checkbox"/> 登記冊及公司紀錄備存地點通知書 [NR2] Notice of Location of Registers and Company Records <input type="checkbox"/> 其他 Others: _____
備註 Remarks *	

服務計劃 Service Plans

代辦周年申報表服務 Annual Returns Submission Service	公司秘書 S2 計劃 (商務) Plan S2 (Plus)	公司秘書 S3 計劃 (專業) Plan S3 (Pro)
<p>服務內容包括： Service included:</p> <ul style="list-style-type: none"> ● 準備及按時提交同一年度的周年申報表 (AR) Prepare and submit Annual Return (AR) for the year <p>* 客人需配合公司的成立日，盡快簽回文件。如因客人的關係而遲交，所產生的罰款將由客人自行承擔 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.</p>	<p>公司秘書服務內容包括： Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘書一職至貴公司本年度結束日 Participate as company secretary until the next anniversary of its incorporation ● 準備及按時提交同一年度的周年申報表 (AR) Prepare and submit Annual Return (AR) for the year ● 編製/更新重要控制人登記冊，並把重要控制人的所需詳情及公司指定代表的聯絡資料記入該登記冊內 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. 	<p>公司秘書服務內容包括： Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘書一職至貴公司本年度結束日 Participate as company secretary until the next anniversary of its incorporation ● 準備及按時提交同一年度的周年申報表 (AR) Prepare and submit Annual Return (AR) for the year ● 編製/更新重要控制人登記冊，並把重要控制人的所需詳情及公司指定代表的聯絡資料記入該登記冊內 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.
<p><input type="checkbox"/> \$500/次 Time</p>	<ul style="list-style-type: none"> ● 編製/更新成員登記冊、董事登記冊及公司秘書登記冊 Prepare the Register Of Members, Register Of Directors & Register Of Company Secretary. ● 代辦商業登記續期 Arrange for Business Registration Certificate Renewal 	<ul style="list-style-type: none"> ● 編製/更新成員登記冊、董事登記冊及公司秘書登記冊 Prepare the Register Of Members, Register Of Directors & Register Of Company Secretary. ● 代辦商業登記續期 Arrange for Business Registration Certificate Renewal
		<p>任意選用以下服務共 4 次： Use any service from below. Quota: 4 :</p> <ul style="list-style-type: none"> ● 周年股東大會會議記錄 Preparing the first director minutes ● 提交開業通知/沒營運會議紀錄 Preparing the Notification of Commencement of Business by Corporation / the No commencement letter ● 更新業務性質 Changing company business nature ● 更改營業地址、註冊地址 Changing company registered address ● 更改公司名稱 Changing company name ● 申請分行商業登記證 Applying for branch registration certificate ● 分行更改資料 Changing branch details ● 董事委任及辭任 Appointment and registration of director ● 更改董事資料 Updating directors' personal information ● 增加註冊資本 Applying Share Allotment
<p>公司秘書 S1 計劃 (基本) Plan S1 (Basic)</p>		
<p>公司秘書服務內容包括： Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘書一職至貴公司本年度結束日 Participate as company secretary until the next anniversary of its incorporation ● 準備及按時提交同一年度的周年申報表 (AR) Prepare and submit Annual Return (AR) for the year 		
<p><input type="checkbox"/> \$800/年 Year</p>	<p><input type="checkbox"/> \$1,780/年 Year</p>	<p><input type="checkbox"/> \$1,880/年 Year</p>
<ul style="list-style-type: none"> ● 公司秘書服務計劃並不包括政府費用 Government Fee is NOT included in the Company Secretary service plans above. ● 非香港居民成立公司建議使用 This service is recommended for a company without any Hong Kong Resident as its shareholder. ● 客戶若牽涉任何涉嫌違法事件、或受到民事或刑事起訴，本公司有權即時辭任公司秘書 In suspicion of the Client 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. 		

一般條款 MAIN TERMS

1. 本合約由智尚商務國際有限公司（服務供應商）提供，並由申請代辦周年申報表及公司秘書服務的公司同意，雙方共同履行合約內所載的條款及細則。
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. 本協議受中華人民共和國香港特別行政區法律管轄，並按香港特別行政區法律闡釋，服務提供者及顧客均同意接受香港特別行政區法院的專屬管轄權所管轄。
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. 客戶知悉並同意在本合約中沒有賦予客戶佔用或使用任何服務供應商的辦公室、設備或設施以及使用服務供應商的地址作為註冊或通訊地址的權力。
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. 服務供應商有權拒絕任何申請而無需提供解釋。
The Service Provider reserved all rights to reject any application without requiring to provide a reason.
5. 就以下情況，服務供應商有權終止服務並即時辭任公司秘書而不作任何通知；同時亦無須為停止提供服務，而負上法律責任或承擔任何被索償的後果。
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 客戶未能按時繳交費用，包括服務費或未能及時更新商業登記；或未按香港法例提交必要文件；
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 客戶涉嫌進行或涉及任何非法、違例或詐騙活動；
In suspicion of the Customer is involving or carrying out a fraud and any illegal or improper activities;
 - 5.3 客戶涉嫌利用服務供應商提供的服務作展銷會或招聘會等活動；
In suspicion of the Customer is using provided services to hold any promotional sales or public recruitment events;
 - 5.4 客戶涉嫌在未經 服務供應商許可下，把服務轉移或分配至任何第三者使用。
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 客戶公司或客戶公司聯絡人因任何問題而被追數人或公司透過上門、電話或信件等等到服務供應商的服務點追討債務。債務不限於錢債，包括任何形式。
The customer, or any contact person(s) of the Customer is ordered to pay debt by phone calls, letters, by person, etc.
 - 5.6 客戶公司或客戶公司聯絡人因任何問題而被第三者以透過上門、電話或信件等等到服務供應商的服務點進行滋擾，抗議或任何擾亂性行為。
The Customer, or any contact person(s) of 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 客戶公司或客戶公司聯絡人因任何負面新聞而令傳媒到服務供應商的服務點進行採訪，拍攝，錄影等等行為。
The Customer, or any contact person(s) of 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 客戶公司或客戶牽涉任何法律訴訟。
The Customer is involved in any kind of legal action.
6. 客戶知悉並同意在本協議中服務供應商並不保證會為客戶簽署包括但不限於政府或執法機構以申報使用公司秘書服務的申請書，服務供應商 需時 7-14 天審視該文件，同時可能會就簽署相關文件收費。服務供應商有權拒絕簽署任何文件，亦有權向相關政府或執法機構提交取消相關授權的通知书。
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. 如有任何爭議，服務供應商將保留最終決定權。
Should any disputes arise, the decision of the Service Provider shall be final.

責任範圍 LIMITATION OF LIABILITY

8. 客人已知悉因語言、文字或電子通訊的限制，如因服務受阻、延誤或中斷、或任何錯漏，服務供應商的責任只限於其服務受影響的時段的服務費，服務供應商不會因上述原因而負上其他責任。
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. 客戶同意不會因服務受阻、延誤或中斷、或任何錯漏而引致的直接或間接損失（包括業務及收益之損失）而提出索償。

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. 服務供應商同意在未經客戶同意的情况下，不會向第三者售賣或提供其任何資料。

The Service Provider agrees that no information of the Customer would be sell to any third party without consent from the Customer.

合約期 CONTRACT PERIOD

11. 首合約期為服務生效日期起至已繳付的服務周期完結為止。其後合約期會按照客戶每次繳付的服務周期而延續，而本合約之內容亦會於新延續的合約期內適用。

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. 未經服務提供者許可下，客戶不能在首張合約時期之結束日前終止服務。未經服務提供者許可下，客戶不能在首張合約時期之結束日前終止服務。

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. 提早終止服務並不會退回已繳交之服務費用提早終止服務並不會退回已繳交之服務費用。

Service fee will not be refund for early termination.

關於服務及付款 ABOUT SERVICE AND PAYMENT

14. 客戶須於服務到期日一個月前與服務供應商書面提出續約或中止服務，否則會遞交政府文件辭任公司秘書。

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. 客戶應於賬單上列明的到期日前繳交有關款項，否則服務供應商有權終止其服務而不作另行通知。同時客戶有責任於到期日前確保已繳交之費用已由服務供應商收取並確認。

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. 若客戶要求重啟因延遲繳款或欠款被終止的服務，服務供應商將會向客戶收取於終止期間的相關服務費用。

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. 客戶如需更改服務指令、內容，需以書面形式通知服務供應商，及繳付相關費用。

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. 客戶如自行更改過公司資料，包括及不限於公司名稱、股權變動等，必須於周年日前 7 個工作天將相關資料以電郵通知供應商，如果因客戶的遺漏而導致周年申報表資料錯誤，客戶需另外支付 HK\$600 重做費用，並可能需要支付遲交罰款。

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\$600 for re-doing the Annual Return, the Customer would also be responsible for paying the late charge of Annual Return (if any).

19. 客戶如需要自簽署周年申報表或相關文件，必須將簽妥的文件正本於該年中的周年日後的 30 日內寄會供應商之辦事處以確保供應商有足夠時間安排提交文件及費用，如果因遲交而導致任何罰款，客戶需要自行承擔。如時間緊迫需要本公司特別安排專人前往提交，需要支付加急費 HKD\$500。

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.

本人 / 我司清楚明白上述服務並未包括政府費用。I am clear that government fee is NOT included in any service above.

本人 / 我司已知悉及同意以上所有條款，並清楚知道須於每年於公司成立為法團之日在該年中的周年日後的 42 日內 (訂明時限) 向公司註冊處處長交付周年申報表登記。如因本人 / 我司無按時繳交相關政府費用或提交文件導致逾期，相關罰款及法律責任會由本人 / 我司自行承擔。本人已知悉及同意以上所有條款，並清楚知道須於每年於公司成立為法團之日在該年中的周年日後的 42 日內 (訂明時限)，向公司註冊處處長交付周年申報表登記。逾期罰款及相關的法律責任會由本人 / 我司自行承擔。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.

客戶簽署

日期 Date :