

代办周年申报表及公司秘书服务申请表 (AR-001)

Annual Return Submission & Company Secretary Service Application Form

*担保有限公司并不适用 Limited Company by Guarantee is NOT applicable

C. Code	
P.M.	
Date	

申请资料 Applicant Information	
公司名称 Company Name *	中文名称 Chinese name 英文名称 English name
公司成立日期 Incorporation Date	现有客户编号 Client Code
联络人资料 Contact Person Information	
名称 Name *	
联络电话 Phone Number *	电邮地址 Email Address*
个案详情 Case Detail	
请附带 1 份上一年度的周年申报表(NAR1) 或 法团成立表格(NNC1) Please attach the Annual Return (NAR1) of the past Annual year or the Incorporation Form (NNC1)	<input type="checkbox"/> 周年申报表 [NAR1] Annual Return <input type="checkbox"/> 法团成立表格 [NNC1] Incorporation Form
上一个年度至今是否有任何股份变动或成员资料变更? Is there any Shares Transfer or Information Change of the Company Members during the past Annual year?	
变动详情 Details of changes	<input type="checkbox"/> 没有 No <input type="checkbox"/> 更改公司名称 [NNC2] Change of Company Name <input type="checkbox"/> 委任/辞任董事或公司秘书 [ND2A / ND4] Change / Resignation of Company Director(s) / Secretary <input type="checkbox"/> 股权变动 Shares Transfer <input type="checkbox"/> 更改注册地址 [NR1] Change of Registered Address <input type="checkbox"/> 更改董事或公司秘书资料 [ND2B] Change of Information of Company Director(s) / Secretary <input type="checkbox"/> 增加注册资本 [NSC1] Return of Allotment <input type="checkbox"/> 登记册及公司纪录备存地点通知书 [NR2] Notice of Location of Registers and Company Records <input type="checkbox"/> 其他 Others: _____
备注 Remarks *	

服务计划 Service Plans

代办周年申报表服务 Annual Returns Submission Service	公司秘书 S2 计划 (商务) Plan S2 (Plus)	公司秘书 S3 计划 (专业) Plan S3 (Pro)
<p>服务内容包括: Service included:</p> <ul style="list-style-type: none"> ● 准备及按时提交同一年度的周年申报表 (AR) Prepare and submit Annual Return (AR) for the year <p>* 客人需配合公司的成立日, 尽快签回文件。如因客人的关系而迟交, 所产生的罚款将由客人自行承担 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>公司秘书服务内容包括: Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘书一职至贵公司本年度结束日 Participate as company secretary until the next anniversary of its incorporation ● 准备及按时提交同一年度的周年申报表 (AR) Prepare and submit Annual Return (AR) for the year ● 编制 / 更新重要控制人登记册, 并把重要控制人的所需详情及公司指定代表的联络数据记入该登记册内 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>公司秘书服务内容包括: Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘书一职至贵公司本年度结束日 Participate as company secretary until the next anniversary of its incorporation ● 准备及按时提交同一年度的周年申报表 (AR) Prepare and submit Annual Return (AR) for the year ● 编制 / 更新重要控制人登记册, 并把重要控制人的所需详情及公司指定代表的联络数据记入该登记册内 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"> ● 编制 / 更新成员登记册、董事登记册及公司秘书登记册 Prepare the Register Of Members, Register Of Directors & Register Of Company Secretary. ● 代办商业登记续期 Arrange for Business Registration Certificate Renewal 	<ul style="list-style-type: none"> ● 编制 / 更新成员登记册、董事登记册及公司秘书登记册 Prepare the Register Of Members, Register Of Directors & Register Of Company Secretary. ● 代办商业登记续期 Arrange for Business Registration Certificate Renewal
		<p>任意选用以下服务共 4 次: Use any service from below. Quota: 4 :</p> <ul style="list-style-type: none"> ● 周年股东大会会议记录 Preparing the first director minutes ● 提交开业通知/没营运会议纪录 Preparing the Notification of Commencement of Business by Corporation / the No commencement letter ● 更新业务性质 Changing company business nature ● 更改营业地址、注册地址 Changing company registered address ● 更改公司名称 Changing company name ● 申请分行商业登记证 Applying for branch registration certificate ● 分行更改资料 Changing branch details ● 董事委任及辞任 Appointment and registration of director ● 更改董事数据 Updating directors' personal information ● 增加注册资本 Applying Share Allotment
公司秘书 S1 计划 (基本) Plan S1 (Basic)		
<p>公司秘书服务内容包括: Company Secretary Service included:</p> <ul style="list-style-type: none"> ● 出任公司秘书一职至贵公司本年度结束日 Participate as company secretary until the next anniversary of its incorporation ● 准备及按时提交同一年度的周年申报表 (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"> ● 公司秘书服务计划并不包括政府费用 Government Fee is NOT included in the Company Secretary service plans above. ● 非香港居民成立公司建议使用 This service is recommended for a company without any Hong Kong Resident as its shareholder. ● 客户若牵涉任何涉嫌违法事件、或受到民事或刑事起诉, 本公司有权实时辞任公司秘书 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. 		

一般条款 MAIN TERMS

1. 本合同由智尚商务国际有限公司（服务供货商）提供，并由申请代办周年申报表及公司秘书服务的公司同意，双方共同履行合约内所载的条款及细则。
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. 本协议受中华人民共和国香港特别行政区法律管辖，并按香港特别行政区法律阐释，服务提供商及顾客均同意接受香港特别行政区法院的专属管辖权所管辖。
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. 客户知悉并同意在本合约中没有赋予客户占用或使用任何服务供货商的办公室、设备或设施以及使用服务供货商的地址作为注册或通讯地址的权力。
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. 服务供货商有权拒绝任何申请而无需提供解释。
The Service Provider reserved all rights to reject any application without requiring to provide a reason.
5. 就以下情况，服务供货商有权终止服务并实时辞任公司秘书而不作任何通知；同时亦无须为停止提供服务，而负上法律责任或承担任何被索偿的后果。
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 客户未能按时缴交费用，包括服务费或未能及时更新商业登记；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 客户涉嫌进行或涉及任何非法、违例或诈骗活动；
In suspicion of the Customer is involving or carrying out a fraud and any illegal or improper activities;
 - 5.3 客户涉嫌利用服务供货商提供的服务作展销会或招聘会等活动；
In suspicion of the Customer is using provided services to hold any promotional sales or public recruitment events;
 - 5.4 客户涉嫌在未经 服务供货商许可下，把服务转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 客户公司或客户公司联络人因任何问题而被追数人或公司透过上门、电话或信件等等到服务供货商的服务点追讨债务。债务不限于钱债，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 客户公司或客户公司联络人因任何问题而被第三者以透过上门、电话或信件等等到服务供货商的服务点进行滋扰，抗议或任何扰乱性行为。
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 客户公司或客户公司联络人因任何负面新闻而令传媒到服务供货商的服务点进行采访，拍摄，录像等等行为。
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 客户公司或客户牵涉任何法律诉讼。
The Customer is involved in any kind of legal action.
6. 客户知悉并同意在本协议中服务供货商并不保证会为客户签署包括但不限于政府或执法机构以申报使用公司秘书服务的申请书，服务供货商 需时 7-14 天审视该文件，同时可能会就签署相关文件收费。服务供货商有权拒绝签署任何文件，亦有权向相关政府或执法机构提交取消相关授权的通知书。
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. 如有任何争议，服务供货商将保留最终决定权。
Should any disputes arise, the decision of the Service Provider shall be final.

责任范围 LIMITATION OF LIABILITY

8. 客人已知悉因语言、文字或电子通讯的限制，如因服务受阻、延误或中断、或任何错漏，服务供货商的责任只限于其服务受影响的时段的服务费，服务供货商不会因上述原因而负上其他责任。
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. 客户同意不会因服务受阻、延误或中断、或任何错漏而引致的直接或间接损失 (包括业务及收益之损失)而提出索偿。

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. 服务供货商同意在未经客户同意的情况下，不会向第三者售卖或提供任何数据。

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

合约期 CONTRACT PERIOD

11. 首合约期为服务生效日期起至已缴付的服务周期完结为止。其后合约期会按照客户每次缴付的服务周期而延续，而本合同之内容亦会于新延续的合约期内适用。

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. 未经服务提供商许可下，客户不能在首张合约时期之结束日前终止服务。未经服务提供商许可下，客户不能在首张合约时期之结束日前终止服务。

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. 提早终止服务并不会退回已缴交之服务费用提早终止服务并不会退回已缴交之服务费用。

Service fee will not be refund for early termination.

关于服务及付款 ABOUT SERVICE AND PAYMENT

14. 客户须于服务到期日一个月前与服务供货商书面提出续约或中止服务，否则会递交政府文件辞任公司秘书。

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. 客户应于账单上列明的到期日前缴交有关款项，否则服务供货商有权终止其服务而不作另行通知。同时客户有责任于到期日前确保已缴交之费用已由服务供货商收取并确认。

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. 若客户要求重启因延迟缴款或欠款被终止的服务，服务供货商将会向客户收取于终止期间的相关服务费用。

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. 客户如需更改服务指令、内容，需以书面形式通知服务供货商，及缴付相关费用。

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. 客户如自行更改过公司数据，包括及不限于公司名称、股权变动等，必须于周年日前 7 个工作日将相关数据以电邮通知供货商，如果因客户的遗漏而导致周年申报表数据错误，客户需另外支付 HK\$600 重做费用，并可能需要支付迟交罚款。

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. 客户如需要自签署周年申报表或相关文件，必须将签妥的文件正本于该年中的周年日后的 30 日内寄会供货商之办事处以确保供货商有足够时间安排提交文件及费用，如果因迟交而导致任何罚款，客户需要自行承担。如时间紧迫需要本公司特别安排专人前往提交，需要支付加急费 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务并未包括政府费用。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条款，并清楚知道须于每年于公司成立为法团之日在该年中的周年日后的 42 日内 (订明时限) 向公司注册处处长交付周年申报表登记。如因本人 / 我司无按时缴交相关政府费用或提交文件导致逾期，相关罚款及法律责任会由本人 / 我司自行承担。本人已知悉及同意以上所有条款，并清楚知道须于每年于公司成立为法团之日在该年中的周年日后的 42 日内 (订明时限)，向公司注册处处长交付周年申报表登记。逾期罚款及相关的法律责任会由本人 / 我司自行承担。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.

客户签署

日期 Date :