

# Company Secretary in Hong Kong Application Form

## 香港公司秘書申請表 (CS-001)

Client Code:

\*為必須填寫項目 Required Fields

### 申請人資料 Applicant Information

姓名 Name:		電郵 Email:	
電話 Tel:		傳真 Fax:	

上述申請人為賬單聯絡人 The above applicant is the billing contact person ☐ 是 Yes ☐ 否 No

### 公司資料 Company Information

公司名稱	中文名稱 Chinese Name
Company Name *	英文名稱 English Name
公司成立日 Incorporation Date	
類型 Type	<input type="checkbox"/> 有限公司 Limited Company <input type="checkbox"/> 擔保有限公司 Limited Company by Guarantee

### 申請所需之文件 Required Documents

1. 商業登記証(副本) (BR); 周年申報表(副本) (NAR1) / 法團成立表格 (NNC1); 公司證書 (CI); 公司章程 (AA)	2. 有效之身份證 / 護照副本 及 3 個月內一入住址證明 All member's ID/passport copy and address proof within 3 months
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### 個案詳情 Case Detail

<input type="checkbox"/> 補交逾期商業登記証及週年申報表 Supplement of overdue Business Registration Certificate and Annual Return 期間 Period: _____	服務費用 Service fee [HK\$ 800]★
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★ 府費用實報實銷 Government Fee is not included which will be cost-based reimbursement

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 Notice of Location of Registers and Company Records <input type="checkbox"/> 其他 Others: _____
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備註 Remarks★	
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### 服務計劃資料 Service Plan Information

	<input type="checkbox"/> Economic Package 經濟裝	<input type="checkbox"/> Basic Package 標準裝	<input type="checkbox"/> Premium Package 優越裝
<b>服務費用 (每年) Service fee (per year)</b>	<b>[HK\$ 600*]</b>	<b>[HK\$ 1,200*]</b>	<b>[HK\$ 2,500*]</b>
代任法定公司秘書 Act as Company Secretary	◆	◆	◆
準備及遞交週年申報表 (只適用於續期) Prepare and Submit Annual Return (only applicable of renewal)	◆	◆	◆
協助遞交商業登記證 (只適用於續期) Submit the Business Registration Certificate (only applicable of renewal)	◆	◆	◆
對公司註冊署及稅局信提供專業意見 Provide suggestions for CR and IRD's letter	◆	◆	◆
更改公司註冊地址資料 Change of Registered Office Address	◆	◆	◆
準備及遞交任免董事資料 Appointment / Resignation of Director		◆	◆
準備及遞交任免秘書資料 Appointment / Resignation of Secretary		◆	◆
更改董事個人資料 Change of Personal Particulars of Director		◆	◆
增加公司註冊股本 Increase of Capital		◆	◆
分配股份 Allotment of Shares		◆	◆
業務性質變更 Change of Company Business Nature		◆	◆
年度股東大會 Annual General Meeting		◆	◆
申請分行 Register Branch			◆
更改公司名稱 Change of Company Name			◆
更改分行名稱 Change of Branch Name			◆
股份轉讓 Transfer of Shares			◆
撤銷公司 Deregistration of Limited Company			◆
準備重要控制人登記冊 Prepare of Significant Controllers Register			◆

Period 期間: \_\_\_\_\_

## 條款及細則 Terms and Conditions

### 一般條款 MAIN TERMS

1. 本合約由壹達集團有限公司(服務供應商)提供，並由申請公司秘書服務公司同意，雙方共同履行合約內所載的條款及細則。  
This agreement is offered by OneStart Group Limited (Service Provider) and is accepted by the application of 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行政區法律管轄，並按香港特別行政區法律解釋，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 HKSAR.
  - 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 may 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 fold 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, by person, etc.
  - 5.6 客戶公司或客戶公司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. 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

7. 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务費，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 obligation is limited to the service charges during the affected period.
8. 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 service, any error or omission with respect thereto, or any delay or interruption of services.
9. 服務供應商同意在未經客戶同意情況下，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 sold to any third party without consent from the Customer.

### 合約期 CONTRACT PERIOD

10. 首合約期服務生效日期起至已繳付的服務周期完結為止。其後合約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.
11. 未經服務提供者許可下，客戶不能在首張合約期之結束日期終止服務。  
The customer is not allowed to terminate the service before the end date of the first contract period unless prior approval from the service provider is obtained.
12. 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

13. 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。  
Customer are required to renew / terminate the service with the service provider 1 month before the expiry date of the service period. Otherwise, the resignation for of company secretary will be submitted to Companies Registry.
14. 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 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.
15. 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.
16. 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 Provider to the amendment take place, related service fees shall apply.
17. 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致周年申報表資料錯誤，客戶需另外支付 **HK\$500** 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 providing accurate information for preparing the Annual Return, and have to pay **HKD\$500** for re-doing the Annual Return, the Customer would also be responsible for paying the late charge of Annual Return (if any).
18. 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。如需準備及遞交周年申報表，請於周年申報表到期日前 7 個工作天提出，否則將收額外行政費 **HK\$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. For preparing the annual return, please submit the enquiry 7 working days before due date of the annual return. Late enquiries will be charge an additional administrative fee of **HK\$500**.

#### 聲明 Declaration

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.

客戶簽名 Signed by Applicant

日期 Date: \_\_\_\_\_

由壹達集團有限公司確認 Approved by OneStart Group Ltd

日期 Date: \_\_\_\_\_