



PORTCULLIS NEWS

MCI (P) 013/06/2017

1 March 2018

THE COMPANIES (AMENDMENT) ORDINANCE 2018 – SIGNIFICANT CONTROLLERS REGISTER (“SCR”) FOR HONG KONG COMPANIES

Dear Valued Clients,

The Companies (Amendment) Ordinance 2018 will come into effect on 1 March 2018.

New requirement under the Amendment Ordinance

All Hong Kong companies formed and registered under the Companies Ordinance are required to keep the SCR, including –

- Companies limited by shares
- Companies limited by guarantee
- Unlimited companies

We attach a copy of the Companies Registry External Circular No. 2/2018 for your attention.

Designated representative and maintaining the SCR

According to the law the company must designate at least one person as its representative to serve as a contact point for providing information about the SCR and related assistance to the law enforcement officers. As we are the company secretary and maintain statutory records of the company, we recommend our company secretary be appointed the designated representative for purposes of the SCR. We will assist the company to maintain the SCR and liaise with law enforcement officers. If you wish to appoint your own designated person please let us know. A company's designated representative must be one of the following:-

- A member, director or an employee of the Company who is a natural person resident in Hong Kong;
- An accounting professional, a legal professional or a Trust or Companies Service Provider (TCSP) licensee as defined in the Anti-Money Laundering and Counter-Terrorist Financing Ordinance, Cap. 615

Our fee for the appointment as designated representative is USD385 and our annual renewal fee as a designated representative is USD385 each year.



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New Standard Terms and Conditions for Provision of Corporate Services

We also take this opportunity to advise that Portcullis has introduced standard Terms and Conditions for Provision of Corporate Services which we have attached here for reference. Please note that these Terms and Conditions will apply to all HK companies administered by us and will have effect from the 1st of May 2018. Please do contact your Relationship Manager if you require clarification.

If you have any further queries, please feel free to contact our representative or email to info.hongkong@portcullis.co.

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COMPANIES REGISTRY

香港金鐘道六十六號
金鐘道政府合署十五樓

QUEENSWAY GOVERNMENT OFFICES
15TH FLOOR, 66 QUEENSWAY
HONG KONG

檔號 REF.: CR HQ/1-50/15 Pt. 4

傳真 FAX: (852) 2869 6817

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網址 WEBSITE: www.cr.gov.hk

25 January 2018

Companies Registry External Circular No. 2 / 2018

Commencement of Operation of the Companies (Amendment) Ordinance 2018 – Keeping of Significant Controllers Registers by Companies

This circular announces that the Companies (Amendment) Ordinance 2018 (“the Amendment Ordinance”) will come into operation on 1 March 2018. The Amendment Ordinance introduces new requirements on the keeping of significant controllers registers by companies with effect from 1 March 2018.

New Requirements under the Amendment Ordinance

2. To enhance transparency of corporate beneficial ownership in order to fulfil Hong Kong’s international obligations, the Companies Ordinance (Cap. 622) is amended to require a company incorporated in Hong Kong to obtain and maintain up-to-date beneficial ownership information, by way of keeping a Significant Controllers Register (“SCR”), for inspection by law enforcement officers upon demand.

3. The Amendment Ordinance requires a company to keep a SCR in either the English or Chinese language, containing required particulars of its significant controllers (including registrable person and / or registrable legal entity). The SCR should be kept at the company’s registered office or a prescribed place in Hong Kong.

4. As an illustration, if a company has only one shareholder, Chan Tai Tai, who beneficially owns 100% of the shares of the company, Mr Chan's particulars should be entered into the SCR of the company. Samples of SCR illustrating the particulars of registrable person and registrable legal entity to be entered into the SCR can be found at **Annex I**.

5. **The company is required to take reasonable steps to ascertain its significant controller(s).** The steps include reviewing the company's register of members, articles of association, shareholder agreements or other agreements and issuing notice(s) to any person that the company knows or has reasonable cause to believe (a) to be a significant controller; or (b) to know the identity of another person who is a significant controller. The addressee of the notice is required to confirm or provide (as appropriate) the requested particulars relating to the significant controller.

6. **The conditions for determining whether a person has significant control over a company or not are set out in Annex II.**

7. The required particulars relating to a registrable person of a company should be entered into the company's SCR **within seven days** after they have all been provided or confirmed by the registrable person; while each of the required particulars relating to a registrable legal entity should be entered in the company's SCR **within seven days** after that particular comes to the notice of the company.

8. **The company will have to designate a representative to serve as a contact point for providing information about the SCR and related assistance to law enforcement officers.** The designated representative must be either a shareholder, director or an employee of the company who is a natural person resident in Hong Kong or an accounting professional, a legal professional or a person licensed to carry on a business as trust or company service provider. **The particulars of the designated representative should also be entered into the SCR.**

9. **If a company fails to comply with the requirement of keeping a SCR, the company, and each of its responsible persons, will be liable on conviction to a fine up to \$25,000 and a daily fine of \$700.**

10. The new requirement to keep a SCR applies to all companies incorporated under the Ordinance in Hong Kong, including companies limited by shares, companies limited by guarantee and unlimited companies. Companies which have their shares listed on the Stock Exchange of Hong Kong are exempted from the requirement.

Revision of Specified Form NR2

11. Form NR2 “Notice of Location of Registers and Company Records” will be revised for reporting the location of the SCR. Please refer to **Annex III** for the detailed requirements.

Implementation of the Amendment Ordinance

12. A dedicated thematic section on “Significant Controllers Register” has been set up on the website of the Companies Registry at www.cr.gov.hk/en/scr. The section contains the full text of the Amendment Ordinance, frequently asked questions, External Circular and Guideline issued by the Registry in relation to the new requirements.



13. To prepare companies for the implementation of the new requirements on the keeping of SCR, the Registry will be sending letters and information pamphlets to all local companies registered with the Companies Registry.

Enquiries

14. For enquiries relating to the Amendment Ordinance, a dedicated hotline 3142 2822 has been set up. The hotline operates from Monday to Friday 9:00 a.m. to 8:00 p.m. and on Saturday 9:00 a.m. to 1:00 p.m. (excluding public holidays). Email enquiries can be sent to cr.scr@cr.gov.hk.

Ms Ada LL CHUNG
Registrar of Companies

Sample 1 : A company with a registrable person

Company A has only one shareholder, Chan Tai Tai, who beneficially owns 100% of the shares of the company. Mr. Chan's particulars should be entered into the Significant Controllers Register of company A as shown below.

Significant Controllers				
Entry No.	Date of entry	Name of registrable person / legal entity	Particulars	Remarks/ Notes
1	2/3/2018	Chan Tai Tai	(a) Correspondence address : Room 10, 11/F, 2000 Nathan Road, Kowloon (b) HKID Card No.: AA 234567(8) (c) Date of becoming a registrable person: 1/3/2018 (d) Nature of control over the company : Chan Tai Tai holds more than 25% of the issued shares of the company	
Designated Representative				
Entry No.	Date of entry	Name (Capacity)	Contact details	
1	2/3/2018	Chan Tai Ho (director of the company)	(a) Address : Room 10, 11/F, 2000 Nathan Road, Kowloon (b) Telephone No.: 1111-1111 (c) Fax No.: 1111-1111	

Sample 2 : A company with a registrable person and a registrable legal entity

Company B has only one shareholder, ABC Profits Limited, which holds 100% of the company's shares. ABC Profits Limited is in turn wholly owned by Lee Tai Lung beneficially. ABC Profits Limited is a registrable legal entity of the company as it is a shareholder of the company and has significant control over the company, i.e. holding directly more than 25% of the issued shares in the company. Lee Tai Lung is a registrable person of the company, i.e. holding indirectly (through ABC Profits Limited) more than 25% of the issued shares in the company. The respective particulars of ABC Profits Limited and Lee Tai Lung should be entered into the Significant Controllers Register of company B as shown below.

Significant Controllers				
Entry No.	Date of entry	Name of registrable person / legal entity	Particulars	Remarks/ Notes
1	7/3/2018	ABC Profits Limited	(a) Legal form : private limited company (b) Registration number : 123456 (c) Place of incorporation : Hong Kong (Governing Law) (d) Address of registered office: Room 10, 10/F, Forever Green Building, 1000 Wong Chuk Hang Road, Aberdeen, Hong Kong (e) Date of becoming a registrable legal entity: 1/3/2018 (f) Nature of control over the company : ABC Profits Limited holds more than 25% of the issued shares of the company	
2	7/3/2018	Lee Tai Lung	(a) Correspondence address : Suite 19, 19/F, Flourishing Tower, 3000 Chai Wan Road, Chai Wan, Hong Kong (b) HKID Card No.: AA 200200(0) (c) Date of becoming a registrable person: 1/3/2018 (d) Nature of control over the company : Lee Tai Lung holds indirectly more than 25% of the issued shares of the company	
Designated Representative				
Entry No.	Date of entry	Name (Capacity)	Contact details	
1	7/3/2018	Chan, Lee, Cheung & Co. (legal professional)	(a) Address: Room 10, 10/F, Forever Green Building, 1000 Wong Chuk Hang Road, Aberdeen, Hong Kong (b) Telephone No.: 1111-1111 (c) Fax No.: 1111-1111	

Conditions for significant control over a company

A person has significant control over a company if one or more of the following 5 conditions are met:

- The person holds, directly or indirectly, more than 25% of the issued shares in the company or, if the company does not have a share capital, the person holds, directly or indirectly, a right to share in more than 25% of the capital or profits of the company
- The person holds, directly or indirectly, more than 25% of the voting rights of the company
- The person holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company
- The person has the right to exercise, or actually exercises, significant influence or control over the company
- The person has the right to exercise, or actually exercises, significant influence or control over the activities of a trust or a firm that is not a legal person, but whose trustees or members satisfy any of the first four conditions (in their capacity as such) in relation to the company

Reporting of the Location of Significant Controllers Register (“SCR”)

1. Unless the SCR is kept at the registered office, the Amendment Ordinance requires a company to notify the Registrar of Companies (“the Registrar”) of the place where the SCR is kept and any change thereafter in Form NR2 within 15 days after the SCR is first kept at that place or the change.
2. An existing company, namely, a company that was incorporated before the commencement date, is not required to give notification to the Registrar if the SCR is kept at the same place where the company’s register of members is kept and the Registrar has already been informed of that place.
3. Form NR2 will be revised for use and the revised form can be downloaded from the “Forms” > “Specified Forms” section of the Companies Registry’s website at www.cr.gov.hk. Hard copies of the forms are also available for purchase at the Registry’s office on the 14th floor of the Queensway Government Offices, 66 Queensway, Hong Kong.
4. As from 1 March 2018, the Companies Registry will only accept the revised Form NR2 for registration.



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TERMS AND CONDITIONS FOR PROVISION OF CORPORATE SECRETARIAL, REGISTERED OFFICE AND/OR LICENSED TRUST AND CORPORATE SERVICE PROVIDER FOR HONG KONG COMPANIES

The document contains the standard terms and conditions (these "Terms") upon which the Service Provider agrees to provide its Services and/or to nominate such corporate or personal appointees to provide the Services as the Service Provider in its absolute discretion shall determine in relation to the Company.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

"Annual Charges" means the basic annual charges specified by the Service Provider from time to time and for any appointment accepted by the Appointee;

"Appointee" means any and all of the persons, Service Providers or companies, nominated or appointed by the Service Provider to perform any Services pursuant to the Request, or any substitute or additional Appointee appointed pursuant to these Terms;

"Authorised Person" means the person or persons who is or are expressly authorised to give instructions to the Service Provider or the Appointee on behalf of the Company as may be notified in writing by the Company to the Service Provider from time to time;

"Board" means the Board of Directors of the Company as constituted from time to time;

"Company" means the company or companies to which the Services are provided;

"Service Provider" means Portcullis (Hong Kong) Limited;

"Request" means the request for the provision of the Services;

"Routine Services" means such services as are specified in the Schedule or as specified by the Service Provider from time to time;

"Services" means any acts done or to be done, or services performed or to be performed as a consequence either directly or indirectly of the Appointee accepting, continuing or retiring from any appointment in relation to

the Company and without limiting the generality of the foregoing includes the services set out in the Schedule of these Terms;

2. ANNUAL CHARGES

In consideration of the payment of the Annual Charges, the Service Provider shall provide such Appointee and procure that such Appointee will, subject to these Terms, act as Appointees in relation to the Company. The Annual Charges includes fees for the appointment of the Appointee, the provision of Routine Services and registered office as will be agreed between the Company and the Service Provider. The Annual Charges are payable annually in advance and the Service Provider shall not be required to refund any part of the Annual Charges upon termination of the appointment of the Appointee or the provision of the Services pursuant to any provision of these Terms or otherwise.

3. ADDITIONAL CHARGES

Additional charges may be made from time to time for all Services not within the scope of the Routine Services performed by the Appointee or the Service Provider, and the amount of such additional charges will be based upon the time required to perform such Services. Examples of what may constitute non-Routine Services are listed in paragraph 2 of the Schedule. Charges for the Services are time-based and the estimated costs of such ad hoc Services will be provided on request. The Service Provider shall be entitled to bill in advance on account of all anticipated disbursements to be incurred during the following year.

4. PAYMENT OF CHARGES

Fee invoices for the Annual Charges and any additional charges will be rendered in the name of the Service Provider or any of its Appointees. Fee invoices may, at the request of the Company, be made out against a party other than the Company. The Company will nonetheless remain primarily responsible for payment of all fee invoices rendered by the Service Provider pursuant to these Terms and settlement of any fee invoices shall not be in any way contingent upon the approval of the same by the Company or any of its directors, shareholders, or any other person.

Where any charges payable hereunder are not duly and punctually paid the Appointee may resign or the Service Provider may cease providing the Services until such time such outstanding charges are paid in full.



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5. INTEREST

Where any charges due and payable by the Company hereunder remain unpaid on the due date, the Service Provider reserves the right to charge interest from the due date on a daily basis at the annual rate of 8% per annum until payment thereof, such interest to accrue after as well as before any judgement.

6. INSTRUCTIONS

The Company shall ensure that instructions are given to the Service Provider or the Appointee in such manner as may be required by the Service Provider or the Appointee. The Service Provider or the Appointee is expressly authorised to act on verbal instructions or on instructions communicated in any other manner whatsoever (including by telefax, telex, electronic mail, telegram cable or letter) by or on behalf of the Company or by the Authorised Person (or which the Service Provider or the Appointee has reasonable grounds to believe were communicated by or on behalf of the Company (whether authenticated or not), but it is recognised by the Company that the Service Provider or the Appointee will usually require a written instruction from the Authorised Person or an appropriate Board Resolution as the case may be.

The Service Provider or the Appointee shall be entitled to act on the instructions of the Authorised Person until it receives express notice of either the removal or replacement of the Authorised Person. Any appointment or removal of an Authorised Person shall be notified to the Service Provider in writing together with a certified true copy of the supporting Board Resolution (if passed).

The Service Provider or the Appointee may at any time at their discretion refuse to comply with any instruction or refrain from doing any act if in their opinion such instruction or the implementation thereof or such act will or may contravene any law, regulation, court order or the public policy of any jurisdiction or the Service Provider or the Appointee's own business or ethical standards or would result in the Service Provider or the Appointee being in contempt of any court order or subject to any fine or penalty or is otherwise deemed improper by the Service Provider or the Appointee.

Where there is more than one Authorised Person then the Service Provider or Appointee may act on the instructions of any one such Authorised Person and need not refer to or confirm the instructions with any other Authorised Person. Notwithstanding the provisions of this Clause, neither the Service Provider nor the Appointee shall be under any

duty or obligation to take any affirmative action in connection with the provision of the Services unless instructions have been given in accordance with these Terms.

In the event that, in relation to a particular transaction, either no instructions are received or it is impractical or impossible for the Service Provider or the Appointee to obtain the same and that in the opinion of the Service Provider or the Appointee it is in the best interests of the Company that immediate action is required then in such event the Service Provider or the Appointee is authorised to take such action as it deems fit and appropriate.

7. EXCLUSION OF LIABILITY

In the absence of actual fraud by the Service Provider or the Appointee, neither the Service Provider nor the Appointee shall be liable to the Company in respect of anything done, declined or omitted to be done by the Service Provider or the Appointee and in the absence of actual fraud by the Service Provider or the Appointee neither the Company nor any other person shall directly or indirectly initiate or participate in any action or proceeding against the Service Provider or the Appointee in respect of anything done, declined or omitted to be done by the Service Provider or the Appointee.

8. UNDERTAKING

A. The Company undertakes and warrants:

- (a) That all acts that the Company or Authorised Person will require the Appointee to do pursuant to these Terms will comply with all laws affecting or binding upon the Company, the Service Provider and the Appointee, and that all statements and documents which the Appointee is requested to sign will be true and accurate in all respects;
- (b) To provide the Service Provider with all information and documents and to do all things necessary to enable the Service Provider and/or the Appointee to provide the Services in compliance with all laws affecting or binding upon the Service Provider, the Appointee and the Company;
- (c) Not to use the Company for any purpose which may result in criminal or like violations under any laws of any jurisdiction to which the Company, the Service Provider or the Appointee may be subject;
- (d) To notify the Service Provider immediately on the



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occurrence of the following events:

- (i) the Company's business and/or undertakings are the subject of any takeover, reconstruction, merger, voluntary liquidation, bankruptcy or change in the person who owns the majority of voting shares or otherwise has effective control or ownership thereof, or the Company sells or parts with possession of the whole or any major part thereof;
- (ii) the Company becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors or if bankruptcy, insolvency or liquidation proceedings or other proceedings for relief under similar laws of similar effect are commenced against the Company or any director(s) of the Company;
- (iii) a liquidator, receiver or a receiver and manager is appointed to the whole or any part of the undertaking of the Company;

8B. SIGNIFICANT CONTROLLERS REGISTER

The Company acknowledges that the duty to identify its Significant Controllers, to maintain a significant controllers register (the "SCR"), to ensure that the particulars on the SCR are updated and to make the SCR accessible by the law enforcement officers upon demand are all the obligations of the Company.

Where the Service Provider is assisting the Company with the keeping and updating of its SCR, the Company undertakes to provide correct and up-to-date particulars of each registrable person or registrable legal entity of the Company who are Significant Controllers of the Company and to notify the Service Provider of any changes to such particulars or changes in the Significant Controllers of the Company within the time frame required for such changes to be notified. It shall be the obligation of the Company to ensure that all information and documents provided are true, accurate and up-to-date.

Where the SCR is kept at the office of the Service Provider and/or the Service Provider has been appointed by the Company as its Designated Representative in respect of the SCR, the Service Provider is authorised, upon demand, to make available the SCR for inspection by an officer of the Companies Registry and/or by any other law enforcement officer and to permit such officer to make copies of the SCR.

In these Terms,

"**Significant Controller**" means in relation to a company or a foreign company, a person (i.e. an individual or a legal entity) with Significant Interest in, or Significant Control over, the company or the foreign company, as the case may be;

"**Significant Controllers Register**" means the register of Significant Controllers of the Company to be maintained by the Company in accordance with the provisions of the Companies Ordinance (Chapter 622 of Hong Kong);

"**Significant Interest**" means (i) interest in more than 25% of the shares in the company; or (ii) an interest in one or more voting shares in the company and the total votes attached to that share, or those shares, is more than 25% of the total voting power in the company or (iii) in the case of a company with no shares, a right to share in more than 25% of the capital or profits of the company.

"**Significant Control**" means if the individual or legal entity: (i) holds the right, directly or indirectly, to appoint or remove the directors of the company who hold a majority of the voting right at meeting of the directors on all or substantially all matters; (ii) holds, directly or indirectly, more than 25% of the right vote on those matters that are to be decided upon by a vote of the members of the company; or (iii) has the right to exercise, or actually exercises, significant influence or control over the company.

9. INDEMNITY

The Company will indemnify, and keep indemnified, to the fullest extent permitted by law, both the Service Provider and the Appointee against all actions, suits, proceedings, claims, demands, liabilities, costs, expenses, charges, damages and losses (including, without limiting the foregoing, legal fees, costs and disbursements and any liability to any governmental authority) which may be taken or made against or incurred by the Service Provider or the Appointee directly or indirectly by reason of any appointment or nomination pursuant to these Terms or anything done or omitted to be done by the Service Provider or the Appointee in the course of providing the Services or in accordance with these Terms. This indemnity shall not apply where such loss or damage arise out of and is directly attributable to any fraud or wilful default on the part of the Service Provider or the Appointee in providing the Services.



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This indemnity and the benefit of the Company's other agreements and obligations contained in these Terms are continuing and shall survive the termination of the Services or these Terms.

The indemnities and the other terms contained in these Terms shall be in addition to any and all rights to indemnity under the Memorandum and Articles of Association of the Company and in law and nothing in these Terms or the Memorandum and Articles of Association of the Company shall be construed as limiting each other.

10. LIEN

The Company hereby authorises the Service Provider or the Appointee to settle any fee invoices which have been rendered to the Company or any person authorised to receive fee invoices on their behalf which remain unpaid for a period of more than three months, from any security deposit or moneys held by the Service Provider or the Appointee for account of the Company or from any bank account of the Company, which the Service Provider or the Appointee is authorised to operate.

11. VARIATIONS OF CHARGES, TERMS AND CONDITIONS

The Service Provider may vary the Annual Charges from time to time and may also vary these Terms by altering, adding to or deleting any or all of them or making any new terms and/or conditions, and may also appoint a substitute to act in the place of an existing Appointee or may appoint additional Appointees. A copy of the latest version of the standard terms and conditions is available on request.

12. TERMINATION

The Service Provider or the Appointee may at any time revoke the nominations and/or terminate the performance of any Services and/or terminate any Appointee's appointment in relation to the Company without giving any reason thereof and the Company shall ensure that all such acts are done as may be necessary to give effect to such revocation and termination including securing any appointment of substitute company secretaries, registered office or other representatives for the Company as may be necessary in the circumstances to give effect to such revocation or termination. The Service Provider or the Appointee may require documents to be executed (in blank if required) to facilitate or give effect to these provisions, and the Service Provider and the Appointee are expressly authorised to date and to complete and utilise such

documents upon such revocation or termination.

The Company may terminate the provision of the Services by notice in writing to the Service Provider with effect from the date notice is deemed to have been given to the Service Provider in accordance with the provisions of these Terms.

Notwithstanding the termination of these Terms, the Company shall remain liable to pay any Annual Charges or additional charges or any other sums payable to the Service Provider pursuant to the terms of these Terms.

13. RETAINER

Neither the nomination nor the provision of the Services by the Appointee constitutes a retainer and the Service Provider reserves the right to provide services for other clients in matters affecting the Company and the Service Provider shall not in any way be precluded from so doing by reason of Services previously performed or currently being performed.

14. DISCLOSURE

The parties acknowledge that without exposing the Service Provider to any tortious or contractual or legal liability, information relating to the provision of the Services may be divulged as required by law or as the Service Provider deems necessary or incidental to:

- (a) the purposes of the Company;
- (b) assisting any federal, state, international or national authority to investigate or prosecute the Company or any person related to or interested in the Company involved in drug trafficking, or money laundering or any other criminal activity;
- (c) prevent or mitigate against the Service Provider or the Appointee being in contempt of any court or subject to any penalty not in the view of the Service Provider or the Appointee able to be paid, recouped or compensated for entirely from the assets of the Company and entirely without recourse by any shareholders of the Company or any other person to the Service Provider or the Appointee;
- (d) prevent or mitigate against any director, officer, employee, agent or representative of the Service Provider or the Appointee or director, or officer or employee of such agent or representative being subject to or sentenced in connection with a criminal



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conviction or subject to any order, penalty or punishment involving the loss of freedom of movement or personal liberty for any period and whether made in the exercise of the criminal or civil jurisdiction of any court.

- (e) prevent or mitigate against accidental loss or destruction of information relating to the provision of the Services;
- (f) promote business efficiency including disclosure of information to any agent or other representative duly authorised and appointed by the Service Provider or the Appointee for the purposes of undertaking administrative functions relating directly or indirectly to the Services;
- (g) preserve the integrity of the Service Provider's or the Appointee's record and information keeping systems required or incidental to the provision of the Services including but not limited to information stored or used in electronic form.

15. NOTICES

Any notice in writing given by any party to these Terms shall be deemed duly given if delivered personally, sent by prepaid airmail letter or sent by telefax, telex, electronic mail, telegram cable or letter to the Company, the Service Provider or the Appointee at their respective addresses or (as the case may be) facsimile numbers these Terms or at such other address or telexfax number as the recipient party may have given written notice to the other party as being an address or number for the receipt of notices.

A notice given pursuant to this paragraph shall be deemed to have been given:

- (a) in the case of personal delivery on the date of the delivery;
- (b) in the case of a prepaid airmail letter on the 10th business day after posting;

- (c) in the case of the telefax, telex, electronic mail, telegram or cable transmission on the day following proper dispatch by the sender of the transmission.

16. SEVERANCE

The invalidity for any reason whatsoever of any provision of these Terms shall in no way affect the remainder of these Terms which shall in all other respects remain valid and enforceable.

17. WHOLE AGREEMENT

The Company acknowledges that these Terms contains the whole agreement between the parties and the Company has not relied upon any oral or written representation made to it by the Service Provider or the Appointee or their directors, officers, employees, agents, representatives and Appointees, past, present and future and has made its own independent investigations into all matters relevant to these Terms.

18. NO WAIVER

The failure by the Service Provider or the Appointee to enforce at any time or for any period any one or more of the terms or conditions of these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these Terms.

19. LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Hong Kong, SAR and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the Hong Kong, SAR.

20. SCHEDULES

The provisions of the schedules hereto shall form part of these Terms.



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SCHEDULE

[Services]

For the purposes of clarification only, where the Appointee provides corporate secretarial services to the Company the following services may be included:

1. Routine Services

Dealing with all matters relating to the following;

- a. any changes of registered office, determination of financial year as the case may be including but not limited to filing of relevant statutory returns relating to the foregoing as may be from time to time required;
- b. preparation of reminders and relevant documentation and lodgement of relevant documents relating to the holding of the annual general meeting;
- c. custody and maintenance of registers and minute book;
- d. filing of statutory returns whenever required; and
- e. safekeeping and use of the company's common seal.

2. Non-Routine Services (on request)

Dealing with all matters relating to the following;

- a. preparation of documentation related to convening and holding of extraordinary general meetings as may be required from time to time by the Company;
- b. preparation of documentation related to changes of directors, officer, agents account signatories and attendance to the filing of any statutory returns thereof
- c. amendments or changes as the case may be to;
 - i. the Company's name;
 - ii. the Company's auditors;
 - iii. the memorandum and articles of association;
 - iv. powers of directors to issue and allot shares; and
 - v. disposal of substantial undertakings.
- d. share transfers including but not limited to filing of relevant returns, preparation of share certificates and instruments of transfer.
- e. providing comments and corporate secretarial advice to directors relating to statutory requirements relating to administrative matters.
- f. Changes to the Registers of Registrable Controllers including preparation of documents.

3. Provision of registered office

4. Provision of Designated Representative

For the avoidance of doubt paragraph 2 of this Schedule shall in no way be read or interpreted as limiting or being exhaustive in terms of the Services the Appointee may from time to time provide on request as Non-Routine Services.