

TERMS AND CONDITIONS**Offshore Company - Company Registration**

The Terms and Conditions is made between:

SBC : SBC International and its Related Companies/We/Us (Hereinafter called “SBC”)
&
CLIENT : Client/Who have requested SBC to provide services/You/Your (Hereinafter called “the Client”)

THE CLIENT UNDERSTANDS THE SCOPE OF SERVICES PROVIDED BY SBC AND IT IS HEREBY AGREED AS FOLLOWS:

These Terms and Conditions explain the respective rights and obligations of SBC and the CLIENT in connection with the use of the service, by requesting for or using or attempting to use the service, the Client is bound by below Terms and Conditions. CLIENT acknowledged and agreed that the instruction of the following services shall be informed to SBC at least 1 working day in advance in order to provide sufficient time to process the necessary formalities.

F(1) Service Scope of Offshore Limited Company Registration including:

- 1.1 Accordance with the Government requirements, the Client should submit the application with member’s proof of identity and address copies.
- 1.2 Upon receive all documents from the Client, the registration procedures will be started.
 - 1.21 Submit the registration documents to local registered agent
 - 1.22 Follow up the progress of registration, the Government reserves the right of final approval
 - 1.23 When the Registration is completed, the formation documents and company kit will be sent to the Client
- 1.3 The Client understand if the company name is too similar or likeness to famous/branded company, it may possibly cause dispute or litigation from them and Government Departments.
- 1.4 The Client understand that bank account opening for offshore company in Hong Kong is regulated by the Hong Kong Monetary Authority in which the bank shall apply stringent approval procedures and consideration. The bank reserves the right for the final approval of every bank account opening application and therefore SBC shall not have any connection or responsibility for the application result.

F(2) The Government will issue below document when registration is completed:

- 2.1 Certificate of Incorporation

F(3) SBC will provide below documents and company kit after registration is completed:

- 3.1 Certificate of Incorporation
- 3.2 Full set of incorporation documents

- 3.3 Appointment of first director
- 3.4 Minutes for opening bank account
- 3.5 Certified True Copy documents by CPA
- 3.6 10 sheets of Share Certificate
- 3.7 1 book of original Memorandum & Articles of Association
- 3.8 5 books of copy of Memorandum & Articles of Association
- 3.9 Certificate of Incumbency
- 3.10 Certificate of Guarantee of Quality
- 3.11 1 company kit for incorporation documents
- 3.12 1 piece of common seal ("BVI" only)
- 3.13 3 piece of stamps

Offshore Company – Annual Renewal**F(4) Service Scope of Offshore Company Annual Renewal including:**

- 4.1 SBC will submit the Renewal application within specified period.
- 4.2 SBC will attend the license fee.
- 4.3 If the share of the Client is increased, additional charge apply.

F(5) After the renewal procedures is completed, the copy of the following documents will be sent to the Client:

- 5.1 Certificate of Payment

F(6) SBC shall notify the Client the completion of renewal by:

- 6.1 Notify via phone, SMS or email.
- 6.2 SBC email the Certificate of Payment to the Client upon request.

Offshore Company – Change of Director(s) / Transfer of Share(s)**F(7) Transfer of share(s) service including:**

- 7.1 The documents provided by the Client will be verified by SBC:
 - 7.11 Signatures of the transferor and transferee on the transfer documents must be true and authentic
 - 7.12 If the transfer parties are unable to come in person to sign the documents at SBC's service point, SBC will contact all involved parties to confirm the trueness of such share(s) transfer matters before filing the documents at its own discretion
 - 7.13 The transfer of share(s) service will be terminated if the involved parties are failed to confirm such matters or become non-contactable
- 7.2 After verification of the documents provided by the Client, SBC will submit all documents to the Government for filing.
- 7.3 SBC or its related companies has no engagement and thus liability in any transferor/ transferee disputes arise from the transfer of share.

F(8) When the transfer of share(s) is completed, all transfer parties will be returned and retain their own copy.

Offshore Company – Deregistration**F(9) The Client has the responsibility to verify the following items before the application of deregistration, including:**

- 9.1 All members of the Client agree-to deregister the company.
- 9.2 The Client has no outstanding liabilities.
- 9.3 The Client shall settle loan (if any) and declare to the local government for record before the commencement of deregistration process.
- 9.4 Bank Accounts of the Client should be closed before application.
 - 9.41 After the announcement from offshore Companies Registry that the company is dissolved, any property under the company's name (including credit balances in the company's bank accounts) will be frozen

F(10) Offshore Company Deregistration service including:

- 10.1 SBC shall commence the deregistration procedure upon receiving all requisite signed documents.
 - 10.11 Submit the deregistration document to related government department
 - 10.12 Receive Government instruction to publish deregistration Notice upon approval
 - 10.13 After the publication, documents will be submitted to the Offshore Government for filing
 - 10.14 If no objection to deregistration is received within the date of notice. The government will proceed the final stage of approval
 - 10.15 Follow up the deregistration progress, in which the Government reserves the right of final approval
 - 10.16 Deregistration procedure of the company is completed

F(11) During Deregistration period, the Client should submit the Annual Return to the local government.

- 11.1 The Client should submit the application to the local government three months before the renewal of the License to exempt the renewal fee for next year.

F(12) When Deregistration is completed, A Certificate of Company Dissolution will be issued by the Government.**The Client may choose the following ways to collect the company documents:****F(13) Free of charge for collecting at SBC's service points.****F(14) Authorize SBC to forward the documentation to specified address.**

- 14.1 Free delivery will be provided by SBC for sending the company documentation to specified address in Hong Kong or China area.
- 14.2 Postage charge shall be borne by the Client for forwarding the company documents to specified address outside from Hong Kong and China area.