

Hong Kong Limited Company Incorporation Service Application Form & Agreement 香港有限公司成立服務申請表格及協議

1. Applicant Information 申請人資料					
Chinese Name 中文名稱					
English Name 英文名稱					
Telephone No. 電話號碼					
Email Address 電郵					
2. Proposed Limited Company Information 擬成立之有限公司資料					
Proposed Company Name 擬議的公司名稱	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Chinese Name 中文名稱</td> <td style="padding: 5px;">有限公司</td> </tr> <tr> <td style="padding: 5px;">English Name 英文名稱</td> <td style="padding: 5px;">Limited</td> </tr> </table>	Chinese Name 中文名稱	有限公司	English Name 英文名稱	Limited
Chinese Name 中文名稱	有限公司				
English Name 英文名稱	Limited				
Share Capital on the Company's Formation 於公司成立時之股本	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px; vertical-align: top;"> <input type="checkbox"/> HK\$10,000 * HK\$1 for each share 每股為 1 港元 </td> <td style="width: 50%; padding: 5px; vertical-align: top;"> <input type="checkbox"/> Customise the share capital 自訂股本 Total No. of initial issued shares 首次發行總股數 : _____ Currency & amount for each share 每股股份之貨幣單位及金額 : _____ </td> </tr> </table>	<input type="checkbox"/> HK\$10,000 * HK\$1 for each share 每股為 1 港元	<input type="checkbox"/> Customise the share capital 自訂股本 Total No. of initial issued shares 首次發行總股數 : _____ Currency & amount for each share 每股股份之貨幣單位及金額 : _____		
<input type="checkbox"/> HK\$10,000 * HK\$1 for each share 每股為 1 港元	<input type="checkbox"/> Customise the share capital 自訂股本 Total No. of initial issued shares 首次發行總股數 : _____ Currency & amount for each share 每股股份之貨幣單位及金額 : _____				
Nature of Business 業務性質	<p style="text-align: center; font-size: small;">*Will be shown on the Business Registration Certificate 將顯示於商業登記證上</p>				
Please state clearly the exact nature of your intended business (e.g. product / service categories)* 請清楚說明您預期業務的性質 (如產品 / 服務類別) *					
Location of business activities: please specify country(ies) / region(s) 商業活動的地點: 請注明國家 / 地區					
Source of the Company's Fund 公司之資金來源					
<input type="checkbox"/> Provided by the Shareholder(s) 由股東提供	<input type="checkbox"/> Others (Please specify): 其他 (請列明): _____				

3. Registered Office 註冊辦事處

Notes 註

1. The registered office must be situated in Hong Kong to which all communications and notice may be addressed.
註冊辦事處必須位於香港，所有通訊和通知均可寄送至該註冊辦事處。
2. Post office box numbers are not acceptable.
不接納郵政信箱號碼。
3. The register of members, register of directors, register of company secretaries, registers of charges, minutes, etc. must be kept at the company's registered office or a prescribed place.
股東名冊、董事名冊、公司秘書名冊、押記登記冊、重要控制人登記冊、會議記錄等須備存於公司的註冊辦事處或指定地點。

Proposed Address of the Company's Registered Office

建議的公司註冊辦事處地址

- Use Biz & Bird's Virtual Office Service
使用創業鳥虛擬辦公室服務
- Use the following address as registered office (In English)
使用以下地址作為註冊辦事處地址（以英文填寫）

4. Virtual Office 虛擬辦公室

Note 註

1. You may select more than one option(s)
可選擇多個選項
2. If you do not use the Virtual Office Services, you do not need to complete this section.
若您未有選用虛擬辦公室服務，則無需填寫此部分。

Mail Handling Service 信件處理服務

- Forward small letters to designated address in Hong Kong by post every month (Free)
每月通過本地平郵轉寄小型信件至香港指定地址（免費）
- Forward mails to designated address in Hong Kong by courier (Cash on delivery)
通過快遞轉寄至香港指定地址（到付）
- Mail scanning service (+HK\$50/Month)
郵件掃描服務（+HK\$50/月）

Mail Forwarding Address 轉寄地址

5. Shareholder Information 股東資料

Notes 註

1. Use Continuation Sheet A if more than 1 shareholder 如多於一名股東，請用續頁 A 填報
2. If the number of shareholders and/or director of the proposed company exceeds 3 (i.e. 4 or more different individuals), an additional handling fee of HK\$200 will be charged for each additional shareholder and/or director.
如擬成立之公司股東及/或董事人數超過 3 名（即 4 位或以上不同的個人），額外的每位股東及/或董事需另付 HK\$200 手續費。
3. If the shareholder or director of the proposed company is a corporate body, an additional handling fee of HK\$500 will be charged.
如擬成立之公司的股東或董事為法人團體，將收取額外 HK\$500 手續費。

Chinese Name

中文名稱

English Name

英文名稱

Date of Birth

出生日期 (DD 日 / MMM 月 / YYYY 年)

HKID / Passport No.

香港身份證 / 護照號碼

**Please specify the issuing country / region if you choose to provide passport no.*

如選擇提供護照號碼，請列明簽發國家 / 地區

Telephone No.

電話號碼

Email Address

電郵地址

Address

地址

Shareholding in the Company

所佔股份比例

Source of Funds 資金來源

You may select more than one option(s) 可選擇多個選項

Salary/Pension of Shareholder/Ultimate Beneficial Owner

股東/最終受益人的薪資/退休金

Investment Income of Shareholder/Ultimate Beneficial Owner

股東/最終受益人的投資收入

Public Listing

上市融資

Inheritance / Family Wealth

繼承 / 家族財富

Loans / Borrowing

貸款 / 借款

Others:

其他： _____

Are you or your close associate a politically exposed person?

您或與您關係密切的人是否為政治人物？

Yes

是

No

否

6. Director Information 董事資料

Notes 註

1. Use Continuation Sheet B if more than 1 director 如多於一名董事，請用續頁 B 填報
2. If the number of shareholders and/or director of the proposed company exceeds 3 (i.e. 4 or more different individuals), an additional handling fee of HK\$200 will be charged for each additional shareholder and/or director.
如擬成立之公司股東及/或董事人數超過 3 名（即 4 位或以上不同的個人），額外的每位股東及/或董事需另付 HK\$200 手續費。
3. If the shareholder or director of the proposed company is a corporate body, an additional handling fee of HK\$500 will be charged.
如擬成立之公司的股東或董事為法人團體，將收取額外 HK\$500 手續費。

Chinese Name

中文名稱

English Name

英文名稱

Date of Birth

出生日期 (DD 日 / MMM 月 / YYYY 年)

HKID / Passport No. / Business Registration No.

香港身份證 / 護照號碼 / 商業登記號碼

**Please specify the issuing country / region if you choose to provide passport no.*

如選擇提供護照號碼，請列明簽發國家 / 地區。

Telephone No.

電話號碼

Email Address

電郵地址

Hong Kong Correspondence Address

香港通訊地址

Use Biz & Bird's Virtual Office Service

使用創業鳥虛擬辦公室服務

Use the following address as Hong Kong Correspondence Address (In English)

使用以下地址作為香港通訊地址（以英文填寫）

** For directors, the Companies Ordinance requires the provision of correspondence addresses in addition to usual residential addresses. Only the directors' correspondence addresses will be shown on the Companies Register.
就董事而言，新條例規定須提供通常的居住住址外，亦須提供通訊地址。公司登記冊上只顯示董事的通訊地址。*

Residential Address (For individual director) / Registered Office Address (For corporate director)

居住住址（謹供個人董事使用） / 註冊辦事處地址（謹供公司董事使用）

Are you a bankrupt person?

您是否為破產人士？

Yes

是

No

否

Are you or your close associate a politically exposed person?

您或與您關係密切的人是否為政治人物？

Yes

是

No

否

7. Appointment of Company Secretary 公司秘書委任

Notes 註

1. It is an offence under section 53F of the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (“AMLO”) to carry on a trust or company service business in Hong Kong without a trust or company service provider (“TCSP”) licence (“Licence”) granted by the Registrar.
根據《打擊洗錢及恐怖分子資金籌集條例》(「該條例」) 第 53F 條，任何人如在不領有處長批給的信託或公司服務提供者牌照(「牌照」) 的情況下在香港經營信託或公司服務業務，即屬犯罪。
2. If the company secretary is not required, by virtue of section 53B of the AMLO, to obtain the Licence to carry on a trust or company service business or is not carrying on a trust or company service in Hong Kong by way of business, and, therefore, has not obtained the Licence, it is required to state the reason for not requiring to obtain a Licence.
如公司秘書是憑藉該條例第 53B 條無須領有牌照以經營信託或公司服務業務；或並非以業務形式在香港經營信託或公司服務，因而未領有牌照，須提供無須領有牌照的原因。

Use Biz & Bird's Company Secretarial Service

使用創業鳥公司秘書服務

Appoint your own company secretary (Use Continuation Sheet C if you appoint your own company secretary)

自行委任公司秘書 (如 貴公司自行委任公司秘書，請用續頁 C 填報)

* As a TCSP Licensee (Licence No.: TC009081), Biz & Bird is authorised to provide company services in Hong Kong.
創業鳥為信託或公司服務持牌人(牌照編號：TC009081)，獲准在香港提供公司秘書服務。

8. Appointment of Designated Representative 指定代表委任

Notes 註

1. Pursuant to the Companies (Amendment) Ordinance 2018, all companies incorporated in Hong Kong (except listed companies) are required to:-
根據《2018 年公司（修訂）條例》，所有在香港成立為法團的公司（上市公司除外）均須：
 - identify and ascertain a person / persons who has / have significant control over the company; and
識別及確定對其有重大控制權的人；及
 - maintain a significant controllers register to be accessible by law enforcement officers upon demand.
備存重要控制人登記冊，供執法人員查閱。
2. Failure to comply with the above obligations is a criminal offence. The company and every responsible person of the company are liable to a fine of HK\$25,000.
凡未有履行上述責任，即屬刑事罪行。有關公司及其每名責任人可各被罰款 25,000 港元。
3. A company must designate at least one person as its representative to provide assistance relating to the company's significant controllers register to a law enforcement officer.
每間公司須指定最少一名人士為公司代表，以就公司的重要控制人登記冊有關事宜向執法人員提供協助。

Use Biz & Bird's Company Secretarial Service

使用創業鳥公司秘書服務

Appoint your own designated representative (Use Continuation Sheet D if you appoint your own designated representative)

自行委任指定代表 (如 貴公司自行委任指定代表，請用續頁 D 填報)

9. Service Plan 服務計劃

LC Basic

HK\$4,480*

Following government fees included

已包括以下政府費用

<i>Incorporation fee</i> #	:	HK\$1,545
公司註冊費用 #	:	HK\$1,545
<i>Business registration fee</i>	:	HK\$2,200
商業登記費及徵費	:	HK\$2,200

Company Registration Services

公司註冊基本服務

- Company name search service
公司名稱查冊服務
- Prepare documents for the application of the Certificate of Incorporation
準備公司註冊證書申請文件
- Prepare documents for application of the Business Registration Certificate
準備商業登記證申請文件
- Business Registration Certificate in electronic form
電子版公司註冊證書
- Certificate of Incorporation in electronic form
電子版商業登記證

Company Secretarial Services

公司秘書服務

- No such service**
沒有相關服務

Services Related to Significant Controllers Register

重要控制人登記冊相關服務

- No such service**
沒有相關服務

Registered Office Services

註冊辦事處服務

- No such service**
沒有相關服務

Virtual Office Services

虛擬辦公室服務

- No such service**
沒有相關服務

Electronic Directory Services

電子水牌服務

- No such service**
沒有相關服務

Corporate Bank Account Opening Referral

公司銀行戶口轉介

- No such service**
沒有相關服務

LC Standard

HK\$4,880*

Following government fees included

已包括以下政府費用

<i>Incorporation fee</i> #	:	HK\$1,545
公司註冊費用 #	:	HK\$1,545
<i>Business registration fee</i>	:	HK\$2,200
商業登記費及徵費	:	HK\$2,200

Company Registration Services

公司註冊基本服務

- Company name search service
公司名稱查冊服務
- Prepare documents for the application of the Certificate of Incorporation
準備公司註冊證書申請文件
- Prepare documents for application of the Business Registration Certificate
準備商業登記證申請文件
- Business Registration Certificate in electronic form
電子版公司註冊證書
- Certificate of Incorporation in electronic form
電子版商業登記證

Company Secretarial Services

公司秘書服務

- Act as Company Secretary for the first year
首年出任 貴公司公司秘書
- Prepare the registers of directors, shareholders & company secretaries
編制董事、股東、公司秘書名冊
- Prepare the share certificate
編制股份證明書

Services Related to Significant Controllers Register (No Extra Charge)

重要控制人登記冊相關服務 (無額外收費)

- Act as the designated representative to provide the assistance in relation to the significant controllers register of the company for the first year
首年擔任公司指定代表，以提供與該公司重要控制人登記冊有關的協助
- Prepare the significant controllers register
編制重要控制人登記冊

Registered Office Services

註冊辦事處服務

- No such service**
沒有相關服務

Virtual Office Services

虛擬辦公室服務

- No such service**
沒有相關服務

Electronic Directory Services

電子水牌服務

- No such service**
沒有相關服務

Corporate Bank Account Opening Referral

公司銀行戶口轉介

- Refer to the designated bank to open a corporate bank account (certain conditions must be fulfilled)
轉介到指定銀行以開立公司銀行戶口 (需符合條件)

LC Pro

HK\$5,280*

Following government fees included

已包括以下政府費用

<i>Incorporation fee</i> #	:	HK\$1,545
公司註冊費用 #	:	HK\$1,545
<i>Business registration fee</i>	:	HK\$2,200
商業登記費及徵費	:	HK\$2,200

Company Registration Services

公司註冊基本服務

- Company name search service
公司名稱查冊服務
- Prepare documents for the application of the Certificate of Incorporation
準備公司註冊證書申請文件
- Prepare documents for application of the Business Registration Certificate
準備商業登記證申請文件
- Business Registration Certificate in electronic form
電子版公司註冊證書
- Certificate of Incorporation in electronic form
電子版商業登記證

Company Secretarial Services

公司秘書服務

- Act as Company Secretary for the first year
首年出任 貴公司公司秘書
- Prepare the registers of directors, shareholders & company secretaries
編制董事、股東、公司秘書名冊
- Prepare the share certificate
編制股份證明書

Services Related to Significant Controllers Register (No Extra Charge)

重要控制人登記冊相關服務 (無額外收費)

- Act as the designated representative to provide the assistance in relation to the significant controllers register of the company for the first year
首年擔任公司指定代表，以提供與該公司重要控制人登記冊有關的協助
- Prepare the significant controllers register
編制重要控制人登記冊

Registered Office Services

註冊辦事處服務

- Biz & Bird's office address serves as the registered office for the first year
首年提供創業島地址作 貴公司註冊辦事處
- Assisting in keeping the company's statutory records
協助備存公司的法定記錄

Virtual Office Services

虛擬辦公室服務

- Offer a mailing address for receiving correspondence and packages from government departments, banks, and other companies for the first year
首年提供通訊地址代收政府部門、銀行及其他商業信件及包裹

Electronic Directory Services

電子水牌服務

- Electronic display of company names
以電子方式展示公司名稱

Corporate Bank Account Opening Referral

公司銀行戶口轉介

- Refer to the designated bank to open a corporate bank account (certain conditions must be fulfilled)
轉介到指定銀行以開立公司銀行戶口 (需符合條件)

Only applicable if delivered the application in electronic form 只適用於以電子形式交付申請

If the application needs to be delivered in hard copy form, the incorporation fee will be HK\$1,720. A price difference of HK\$175 will be charged.

如需以印本形式交付申請，公司註冊費用為 HK\$1,720。創業島將會收取 HK\$175 差價。

* If the number of shareholders and/or director of the proposed company exceeds 3 (i.e. 4 or more different individuals), an additional handling fee of HK\$200 will be charged for each additional shareholder and/or director.

如擬成立之公司股東及/或董事人數超過 3 名 (即 4 位或以上不同的個人)，額外的每位股東及/或董事需另付 HK\$200 手續費。

* If the shareholder or director of the proposed company is a corporate body, an additional handling fee of HK\$500 will be charged.

如擬成立之公司的股東或董事為法人團體，將收取額外 HK\$500 手續費。

10. Value-added Services 增值服務

- Company Kit (For opening corporate bank account) (+HK\$500)**
 公司綠盒 (用於開公司銀行戶口) (+HK\$500)
- | | |
|------------------------------------|----------|
| 8 Article of Association | 8 本公司章程 |
| 1 Statutory book | 1 本法定記錄冊 |
| 1 Share certificate book | 1 本股票簿 |
| 1 Common seal | 1 個公司鋼印 |
| 1 Rectangular company signing chop | 1 個公司簽名印 |
| 1 Company chop | 1 個公司圓印 |
- Accounting Services (Quotation)**
 會計理帳服務 (另行報價)
- Trademark Registration – One Class (+HK\$3,200)**
**Following government fee included*
Application fee: HK\$2,000
 商標註冊 – 單一類別 (+HK\$3,200)
**已包括以下政府費用*
申請費用: HK\$2,000
- Establishing Company's Employees' Compensation Insurance (Quotation)**
**Applicable to the company with employees*
 設立公司僱員補償保險 (另行報價)
**適用於有聘請員工之公司*
- Establishing Company's MPF Scheme (Quotation)**
**Applicable to the company with employees*
 設立公司強積金計劃 (另行報價)
**適用於有聘請員工之公司*
- Monthly Payroll Services & MPF Administration Services (Quotation)**
**Applicable to the company with employees*
 每月計糧服務及強積金行政管理服務 (另行報價)
**適用於有聘請員工之公司*

11. How did you find about our company? 閣下如何得知本公司?

Note 註

1. You may select more than one option(s)
 可選擇多個選項

- | | |
|--|--|
| <input type="checkbox"/> From a search engine (e.g. Google, Yahoo)
透過搜尋引擎 | <input type="checkbox"/> From Facebook
透過 Facebook |
| <input type="checkbox"/> From Instagram
透過 Instagram | <input type="checkbox"/> Referred by a contact
經他人介紹 |
| | <input type="checkbox"/> Others (Please specify)
其他 (請說明) |

This form includes the following Continuation Sheet(s) 本表格包括下列續頁

If you need the Continuation Sheet(s), you may download [here](#).

如您需要續頁，可到[此處](#)下載。

Continuation Sheet(s) 續頁	A	B	C	D
Number of page(s) 頁數				

1. Definition 定義

“Agreement” means any agreement made between the service provider and the customer whether expressly or impliedly.

「協議」指服務提供者及顧客之間無論是明確或隱含地所定的任何協議。

“Application form” means the agreement which, among other things, records the details of customer's information and details of requested service(s), as signed by the customer.

「申請表」指由客戶簽署的協議，其中記錄客戶詳細資料及所需服務詳情。

“Company” means Biz & Bird Corporate Services Limited.

「本公司」指創業鳥有限公司。

“Contract period” means the period specified in the application form which the customer commits to use the service and pay the respective fees and the renewed/extended period after the first contract period.

「合約時期」指在申請表中所列出的特定時期，其顧客承諾使用服務及繳交有關服務之相關費用，及第一個合約期間之後的續約/延長期限。

“Customer(s)” means any person, unlimited company or limited company requesting and using the services provided by the service provider.

「客戶」指任何人士、無限公司或有限公司要求及使用服務提供者所提供之服務。

“Fees” mean the fee and other charges for the use of services as specified in the application form or specified by the service provider from time to time.

「費用」指於申請表上所列明之費用或使相關服務所產生之其他收費，或服務提供者所列明之相關費用。

“First contract period” means the committed period, as specified in the application form which the customer commits to use the service and pay the respective fees.

「首次合約時期」指在申請表上列明顧客承諾使用服務及繳交有關服務之履行時期。

“Services” mean any kind of services described in the agreement and/or as provided by the service provider, or its associates, to customer from time to time.

「服務」指在協議上列明或服務提供者以及其夥伴所提供之任何服務予顧客。

“Service provider” means Biz & Bird Corporate Services Limited or any services provided by its associates.

「服務提供者」指由創業鳥有限公司或其夥伴所提供之任何服務。

2. General 一般

2.1 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.

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。

2.2 If any provision of these terms of service is determined to be wholly or partly illegal, unenforceable or invalid for any reason, the relevant provisions must be separated from these terms of service and will not affect the implementation of the remaining provisions of these terms of service.

若本服務條款的任何條文由於任何理由被定為全部或部分違法、不可執行或失效，則須從本服務條款分割有關條文，並不影響本服務條款其餘條文的執行。

2.3 Neither the company nor any of its employees or directors provide legal services or legal advice. The legal information provided by the company is for general reference only.

本公司或其任何員工或董事均不提供法律服務或法律諮詢，本公司提供之法律資訊只供一般參考。

2.4 Upon signing of this agreement by both the service provider and the customer, the customer agrees that they pay the service provider the fees until the end date of the first contract period specified in the application form while the service provider provide the services to the customer within the first contract period and/or the subsequent extended/renewed contract period.

當服務提供者及客戶雙方簽署此協議後，客戶同意支付費用予服務提供者直至在申請表上所列明的首次合約時期結束日完結。服務提供者會在首次合約時期或期後續約時期提供服務予客戶。

- 2.5 This agreement shall not be assignable or transferable in any manner by the customer unless with prior written consent from the service provider is obtained.
本協議在任何情況下將不會由顧客所分配或轉讓，除非獲得服務提供者在先前書面同意。
- 2.6 The company may transfer these terms of service or appoint any third-party company to provide the service to customers on its behalf or perform any of the customer's responsibilities set out in these terms of service.
本公司可轉讓本服務條款或委任任何第三方公司代其向客戶提供該服務，或履行本服務條款所載客戶的任何責任。
- 2.7 The service provided will continue to improve and upgrade to the high demands of a business centre. Therefore, the price will be updated continuously. The customer may request the service provider to provide the latest price list. The service provider reserves the right to change, modify and/or delete some or all of the terms and conditions of this agreement.
所有服務將會不斷改進，因此服務提供者提供的價目表將會不斷更新。客戶可向服務提供者索取最新價目表。服務提供者保留權利隨時更改，修正或刪除部份或全部在此協議的條款及條件。
- 2.8 The company reserves the right to make the final decision on any service provided.
本公司保留提供任何服務的最終決定權。

3. Liabilities 責任

- 3.1 Under any circumstances, the service provider shall not be liable or responsible for any direct loss or consequential loss of the customer.
在任何情況下，服務提供者不負責亦不承擔客戶任何一切因使用所提供之服務而直接或間接地所受到的損失。
- 3.2 If the company is liable for any part of the service (regardless of whether the litigation involved is brought by contract, negligence or other forms), the maximum amount of liability shall be the amount charged by the company for the part of the service or service product involved in the litigation cost. The Company shall in no event be liable for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as, but not limited to, loss of revenues, loss of anticipated savings or lost profits, recalls, harm to business or business reputation, whether or not foreseeable, and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise.
如本公司須就服務的任何部分負上法律責任（不論所涉訴訟是以合約、疏忽或其他形式提出），則須負責的最高限額為本公司就涉訴訟該部分服務或服務產品所收取的費用。在任何情況下，無論有關損失是否可預見並無論是基於合約、侵權（包括主動、被動或法律認定的疏忽責任）、嚴格法律或其他法律責任，本公司不對任何間接、連帶、附帶、特別、懲罰性或相應而生的損害，或其他損失（包括但不限於收入損失、預期節餘損失、利潤損失、產品召回、生意或生意聲譽損失）負責。
- 3.3 If the customer causes a third party to suffer any loss of any kind, the company will not be liable.
假若客戶引致第三者遭受任何類型的任何損失，本公司概不承擔責任。
- 3.4 The customer confirms that the information provided is correct. If the information is inaccurate, the company reserves the right to terminate the customer's application or service at any time without making a refund. All legal liabilities arising from the inaccurate information shall be the responsibility and compensation of the customer.
客戶確認提供的資料正確無誤，如資料失實，本公司保留隨時終止客戶之申請或服務而不會作出退款。由於資料失實而引起的一切法律責任，一概由客戶負責及作出賠償。
- 3.5 The customer will indemnify the service provider against any loss, demands, damage, costs, claims, expenses, action or other liabilities arising from or in connection with the provision of the service, as specified in the application form.
根據申請表列明，客戶需賠償一切因使用所提供服務而引致之任何損失、損毀、成本、聲明、費用、行動或其他負債予服務提供者。
- 3.6 The customer shall not use any office facilities or services provided by the service provider for any illegal or immoral purposes.
客戶不應使用服務提供者所提供之任何辦公室設備或服務進行非法或不道德用途。

3.7 For avoidance of doubt, the customer agrees and acknowledges that this agreement shall not give the customer any right of access to or any interest in any part of the premises to which the correspondence address related or in any of the equipment or facilities provided.

為避免懷疑，客戶同意及承認本協議不會賦予客戶任何從所提供的地址、儀器或設備等財產獲得利益或擁有權。

4. Service Application 服務申請

4.1 The customer must notify the company in writing (including letter, email, instant messaging, etc.) of any changes to the information on the application form. All written instructions of the company regarding service applications will be regarded as part of the application content.

客戶在申請表上的資料有任何更改，必須以書面方式（包括書信、電郵、即時通訊等）通知本公司，本公司的一切有關服務申請的書面指示將同被視為申請內容的部分。

4.2 The company will act on behalf of the customer based on the written authorization of the customer, such as letter, email or instant messaging (or the company reasonably believes that the customer/customer's authorized person will issue instructions in other ways).

本公司會根據客戶的書信、電郵或即時通訊等書面授權（或本公司合理地相信經由客戶/客戶授權者以其他方式發出指示）以代表客戶身份行動。

4.3 The company will request customers to provide information and give instructions according to the situation. If the service is delayed due to the customer's failure to confirm the instructions or reply to the content of the company's application materials, the company will not bear any responsibility.

本公司會因應情況要求客戶提供資料及作出指示。如因客戶未能確認指示或回覆本公司有關申請資料的內容而導致服務有所延誤，本公司將不負任何責任。

4.4 The company is not responsible for the failure to fully or partially comply with the customer's instructions, and the company is not responsible for the consequences caused by the failure to receive the instructions for any reason.

本公司對由於未能完全或部分地遵從客戶的指示不承擔任何責任，對於因任何原因未能收到指示而導致的後果，本公司恕不負責。

5. Customer Information 客戶資料

5.1 The company will contact the customer according to the information on the customer application form. If the customer's contact information is changed, the company must be notified in writing.

本公司會根據客戶申請表上的資料與客戶聯絡，如客戶聯絡資料有更改，必須以書面通知本公司。

5.2 The company will not be liable for any losses or consequences caused by the company's failure to contact the customer due to changes in the customer's contact information.

如因客戶的聯絡資料有變，以致本公司未能聯絡客戶而招致任何損失或後果，本公司恕不負責。

5.3 The company will keep the information provided by customers confidential, but the company may transmit such information to third-party service providers for services related to business operations.

本公司會對客戶所提供之資料保密，但本公司可能會將該等資料傳送予業務運作有關的服務的第三方服務供應者。

5.4 Except as required by court or Hong Kong law, the company will not transfer your personal data.

除法庭或香港法律要求外，本公司不會轉移你的個人資料。

5.5 The customer agrees and authorizes the company to use the customer's information to apply for the relevant accounts and/or use the customer's existing relevant accounts, including but not limited to the e-Services of the Companies Registry, to perform the required operations of the relevant service on behalf of the customer.

客戶同意並授權本公司使用閣下之資料，以客戶身份申請相關帳戶及/或使用客戶現有的相關帳戶，包括但不限於公司註冊處電子服務，以代表客戶進行相關服務之所需操作。

6. Service Termination and Refund Arrangement 終止服務及退款安排

6.1 Under the following circumstances, the service provider has the right to terminate the services at any time at its sole discretion without any notice to the customer. The Service Provider shall bear no legal responsibilities nor shall be liable for any claims or compensation for discontinuing services.

就以下情況，服務提供者有權終止服務而不作任何通知；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。

- i. The customer has failed to settle any service fees, handling fees or reimbursements of postage, or to renew business registration on time;
客戶未能按時繳交費用，包括服務費、手續費或轉寄郵件費用；或未能及時更新商業登記；
- ii. In suspicion of the Client is involving or carrying out a fraud and any illegal or improper activities;
客戶涉嫌進行或涉及任何非法、違例或詐騙活動；
- iii. In suspicion of the Client is using provided services to hold any promotional sales or public recruitment events; and
客戶涉嫌利用服務提供者提供的服務作展銷會或招聘會等活動；及
- iv. In suspicion of the Client is transferring or assigning any or part of the services to any other parties, without the prior authorization from the Service Provider.
客戶涉嫌在未經服務提供者許可下，把服務轉移或分配至任何第三者使用。

6.2 The customer also agrees that the company can terminate the right to provide services to customers at any time without giving reasons. If the customer suffers any loss of any kind due to termination of the contract, the company will not be liable.

客戶亦同意本公司可隨時終止向客戶提供服務的權利而毋須給予理由。假若客戶因為終止合約而遭受任何類型的任何損失，本公司概不承擔責任。

6.3 If a customer is identified as a “politician”, “high-risk customer” or does not meet the company’s due diligence standards, the company will refuse to provide services for them (regardless of whether they have already provided services for them or have not started to provide services for them).

如客戶被識別為「政治人物」，「高風險客戶」或不符合本公司盡職審查標準，本公司將拒絕為其提供服務（無論已經為其提供服務或未開始為其提供服務）。

6.4 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.

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。

6.5 Service deposit and any related deposit (if any) will be refunded within one month after the service expiry date.

服務按金或任何有關按金（如有）將在服務到期日後一個月內退回。

6.6 All deposits (if any) will not be refunded if they are not collected within 7 years after termination of service.

所有按金（如有）在終止服務後 7 年內未能成功領取，將不獲退還。

6.7 The cheque will be payable to the company's name ONLY. If the receiver of the cheque is different from the company's name, an authorization letter for deposit refund (if any) is required.

支票只會退回予註冊公司名稱。如銀行戶口持有人與註冊公司名稱不相符。客戶必需填妥授權書授權銀行戶口持有人收取退回按金（如有）。

6.8 Service fee will not be refund for early termination.

提早終止服務並不會退回已繳交之服務費用。

6.9 After the termination of the agreement, any mail, parcel, fax, telex or cable or other object send to or left at the service provider's address shall be disposed by the service provider at its sole discretion.

當本協議終止後，服務供應者將自行處理任何遺漏在服務供應者之郵件、包裹、傳真、電傳機、電報或其他寄出物件。

6.10 During the suspension period, the service provider will reject all mail, parcel or any object sent to the service provider's address and not responsible to notify the customer of such delivery.

在暫時中止服務期間，服務供應者將會拒收所有郵件、包裹或其他寄往服務供應者地址的物件以及無須通知客戶有關的派遞。

6.11 For the customer using the registered office and/or virtual office service, the customer is required to give the service provider a written/electronic notice of termination not less than 14 working days before the expiry date of service. Without written/electronic notice, the Company will not refund the deposit (if any) to the customer. The customer must present the latest business registration certificate with an updated registered office address together with the completed deposit refund application form within 1 month starting from the service contract end date in order to proceed with the service deposit refund procedure. If the customer fails to present the latest business registration certificate with an updated registered office address within the said period, the service deposit (if any) would not be refunded in any case. If the customer continues on using any of our business addresses as the registered office address, Biz & Bird Corporate Services Limited reserves the rights to charge any virtual office service fees incurred during the period.

對於使用註冊辦事處服務及 / 或虛擬辦公室服務的客戶，客戶需在服務到期日不少於14工作天前提供書面/電子及印有公司印章之終止服務通知書予服務提供者。如沒有書面 / 電子通知，本公司將不會退回按金（如有）給客戶。客戶需於合約完結日起計1個月內出示已更改註冊辦事處地址的商業登記證，並填妥退按金申請表，方可退回按金（如有）。如客戶未能於限期內出示已更改註冊辦事處地址的商業登記證，本公司則不會退回按金（如有）；本公司有權向合約完結日後仍使用本公司地址的客戶追收該期間產生的虛擬辦公室費用。

7. Payment 付款

7.1 The customer shall pay the fee before the due date specified on the relevant invoice or the first date of service provision, whichever the latter, and the customer will bear all charges of the bank.

客戶應在有關收據上所列明的服務到期前或服務提供的首天繳交費用並承擔一切有關銀行之手續費。

7.2 The service provider has the right to suspend the services to the customer and take all reasonable steps and/or actions if the service provider does not receive the appropriate payment from the customer before the due date specified on the relevant invoices. If the customer suffers any loss of any kind due to the suspension of the service, the company will not be liable.

若客戶未能在發票上所列明的服務到期日前繳付服務費用，服務提供者有權暫時中止有關服務及作出一切合理的步驟及 / 或行動。假若客戶因為停止服務而遭受任何類型的任何損失，本公司不承擔責任。

7.3 If the account of the customer has been suspended by the service provider, the customer has to pay the service provider a re-activation fee which equals to one-month-service-fee of their respective service plans within one month suspension. If the services have been suspended due to late payment or overdue situation, the service provider reserves the right to charge the customer the fee during the suspension period.

若客戶帳戶被服務提供者暫停服務，客戶須於服務到期後一個月內繳付該計劃一個月之服務費作重啟帳戶之行政費用。若客戶因延遲繳費或欠款而被服務提供者暫停服務，服務提供者將會收取客戶在暫停服務期間的相關費用。

7.4 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 invoice.

客戶有責任在有關發票上所列明的服務到期前，確保已繳款並須服務提供者所接納以及確認。

7.5 The service provider holds the rights to charge the customer if the customer makes any use of the service provider's address before the service starts or after the service has been terminated.

若客戶在服務開始前或被中止服務後使用服務提供者的地址，服務提供者有權對客戶作出收費。

7.6 The customer can settle the payment by following methods:

客戶可用以下途徑繳付款項：

i. Pay in Person

親自付款

ii. Direct deposit to bank account

直接存入現金或轉帳至銀行戶口

- HSBC (Account No.: 004-841-813058-838)

匯豐銀行 (戶口號碼: 004-841-813058-838)

iii. Crossed cheque payable to "Biz & Bird Corporate Services Limited" (Promissory note will not be accepted)

劃線支票抬頭「創業鳥有限公司」(恕不接受期票)

8. Service Details 服務細則

8.1 Mail Service 郵件代收服務

i. The customer has the responsibility to register appropriate company name, trade name and contact persons with the service provider for mail handling purposes.
客戶有責任登記及提供適當的公司名稱，交易名稱及聯絡人予服務提供者作為處理郵件之用。

ii. The customer agrees and acknowledges that each account can register only 1 company name or trading name. The customer shall not publish or use the provided address without the prior authorization from the Service Provider, before the commencement of services or after termination of services, or on behalf of a company or user not registered with the Service Provider. The Service Provider reserves all rights for claiming against all losses and expenses incurred.

客戶同意及得知每一個客戶帳號只可登記一個公司名稱或交易名稱。在未經服務供應商認可情況下，客戶不能在服務生效前或終止後以其他未向服務供應商登記的公司或用戶的名義，公開或使用其提供的地址。服務供應商保留因上述情況而引致損失的追究權利。

iii. The customer agrees and acknowledges that he can publicize the address, provided by the service provider only in conjunction with the company name, trade name and contact person(s) registered with the service provider. The service provider has the right to call for compensation and legal actions if there is any violation.

客戶同意及得知可以公開服務提供者所提供的地址，但必須符合其提供予服務提供者之登記公司名稱、交易名稱及聯絡人。若當中有任何違反行為，服務提供者有權要求賠償及採取法律行動。

In case the service provider suspects any mail, parcel or object is dangerous, the service provider reserves the rights to refuse or dispose them at discretion.

若服務供應者懷疑任何郵件、包裹或物件屬危險物品，基於安全理由，服務供應者有權拒收或棄置此類物品。

iv. Any mails, parcels or other objects sent to or left at the service provider's address shall be limited to 1 kg or with any of its dimensions not more than 35 cm. If any dimension of the mails, parcels or other objects exceeds 60 cm, the service provider reserves the right to reject receiving the items. Any overweighted / oversized items will be charged at the following rate:

所有郵件、包裹或物件寄存或留在服務提供者之地址不應超過1千克或大小超過35厘米。若郵件、包裹或物件超過60厘米，服務提供者保留拒收郵件或物品。任何超重或過大的物件將會根據以下內容收費：

Dimension Total 總尺寸	Storage Charge (per day) 寄存費 (每日)
< 120 cm 厘米	HK\$10
121-150 cm 厘米	HK\$30
151-180 cm 厘米	HK\$50
> 180 cm 厘米	HK\$50 for first 180 cm HK\$50 首180厘米 HK\$10 for every 10 cm thereafter HK\$10 每10厘米

* Dimension total = length + width + height of the object

總尺寸 = 長度 + 闊度 + 高度

v. The accumulated mail, parcel or other objects sent to or left at the service provider's address shall be limited to 5 kg or 3 ft³. When the limit is reached, additional mail, parcel or other objects will not be accepted at the absolute discretion of the service provider.

所有累積郵件、包裹或物件寄往或留在服務提供者之地址不應超過5千克或大小超過3立方尺。若超過以上限制，服務提供者將有可能不會接收。

vi. All the mail, parcel or other objects (for standard size only) sent to or left at the service provider's address will be kept at a maximum of 21 days. Customer is required to pay an extra storage fee of HK\$5 per week (per unit) thereafter. If the mail, parcel, fax, telex or cable or other objects were kept over 1 year, the service provider reserves the right to dispose them at its discretion.

所有郵件，包裹或其他物件（只限標準尺寸）最多只會存放21日。超逾日子不取，服務提供者將會收取每星期每件5元的寄存費。如存放超逾1年，服務提供者有權自行處理寄存物。

vii. The service provider shall not be liable if the stored items are lost, being stolen or damaged due to any reason during the storage period.

若客戶暫存的物基於任何原因而被盜，遺失或損毀，服務提供者不須為此而負上責任。

8.2 Office Hours 辦公時間

i. The office hour of the service provider is 9:00 a.m. to 6:00 p.m. from Monday to Friday. Closed on Saturday, Sunday, and public holiday.

服務供應商辦公時間為（星期一至星期五）上午九時至下午六時，星期六、星期日及公眾假期休息。

ii. Services of service provider will be affected by severe weather. Services will be suspended without prior notice during the time of Tropical Cyclone Warning Signal no.8 or above, or Black Rainstorm Warning by the Hong Kong Observatory or will be issued in the coming hour. Services will be resumed within 2 hours after the cancellation of the above-mentioned warning.

服務提供者之服務或會因惡劣天氣而受阻如香港天文台發出或宣佈於未來一小時內發8號熱帶氣旋或以上警告訊號或黑色暴雨警告訊號的情況下，服務將會暫停而不另作事前通知。服務將會在以上訊號取消後兩小時內恢復。

8.3 In the event of any transfer of shares or changes in the information of the company's member(s), the customer is required to provide the relevant information and documents to the service provider prior of the anniversary of the date of the company's incorporation of that year. The customer shall bear responsibility for any inaccuracies in the information provided for the preparation of the Annual Return and shall incur a service fee of HK\$500 for the re-preparation of the Annual Return or filing the form regarding rectification of typographical or clerical error in registered document.

若公司發生任何股份轉讓或成員資料變更，客戶須於該年公司成立周年日前提供相關資料及文件予服務供應商。客戶須對編制周年申報表所提供的任何資料的任何不準確之處承擔責任，並須支付HK\$500服務費以重新編制周年申報表或提交有關更正已登記文件內在排印或文書方面的錯誤的表格。

8.4 If the Customer is required to sign the Annual Return, the signed Annual Return must be returned to the office of the service provider within 30 days after the anniversary of the date of the company's incorporation of that year, ensuring that the service provider has adequate time to arrange for document submission. The customer shall bear full responsibility for any late charges or penalties resulting from delayed submission.

若客戶需要簽署周年申報表，必須於該年公司成立周年日後 30 天內將已簽署的周年申報表交回服務供應商的辦公室，以確保服務供應商有足夠時間安排提交文件。客戶應對因延遲提交而產生的任何逾期費用或罰款承擔全部責任。

9. Due Diligence 盡職調查

9.1 Customers confirm that the information provided is true, correct, complete and accurate, and each of Biz & Bird Corporate Services Limited and/or any of its affiliated companies is authorised to supply any or all of such information for due diligence purposes to any applicable the regulator(s) if so requested by them and that customers are authorised (and where so needed obtained the required consents) to provide the above information to Biz & Bird.

客戶確認提供的資料為真實、準確、完整及無誤，以及如監管機構提出要求，創業鳥有限公司和/或其任何關聯公司（「創業鳥」）有權向任何適用的監管機構提供任何或所有資料以供審查，並且客戶授權（如需要此等授權）向創業鳥提供上述資料。

9.2 Customers understand and agree that all documents supplied (including this form) will not be returned to me/us.

客戶理解並同意所提供的所有文檔（包括本表格）將不會退還。

9.3 Customers undertake to notify Biz & Bird of any future changes to the above information.

客戶承諾若上述資料如有更改將通知創業鳥。

9.4 Customers understand that Biz & Bird reserves the right to request for additional documentation/information.

客戶明白創業鳥保留要求提供其他補充檔/資料的權利。

9.5 Customers, on behalf of themselves and anyone else whose data customers provide to Biz & Bird, explicitly agree and consent to the transfer of any personal data and information provided to and collected by Biz & Bird via this form, including the transfer of such data to other companies within Biz & Bird's group and any third party entities that have agreed to confidentiality terms.

客戶代表其以及向創業鳥提供資料的任何人，明確同意和接受創業鳥通過本表格收取和收集的任何個人資料資訊的傳輸，包括向創業鳥集團內的其他公司傳輸以及向同意遵守相應保密條款的任何協力廠商傳輸。

9.6 Customers acknowledge that they have read and understood Biz & Bird's Personal Data Protection Policy Statement and Due Diligence (the "Statements") as can be reviewed at <https://www.bizandbird.com/privacy> and <https://bizandbird.com/about-due-diligence> respectively, and that customers have provided the Statements for review to anyone else whose data customers provide to Biz & Bird, and that they have also read and understood the Statements. Customers also acknowledge and agree that Biz & Bird may change the Statements from time to time, and that it shall be their responsibility to check any such updates from time to time and communicate such updates to anyone else whose data customers provide to Biz & Bird. Customers lastly hereby acknowledge, on behalf of themselves and anyone else whose data customers provide to Biz & Bird, to have read and agreed to the Statement.

客戶確認已經閱讀並理解創業鳥個人資料保護政策聲明及關於創業鳥的盡職調查（「該等政策」），該等政策可以分別通過 <https://www.bizandbird.com/zh/privacy> 及 <https://www.bizandbird.com/zh/about-due-diligence> 進行閱讀，並且已經將該等政策提供給其向創業鳥提供資料的所有者，而且他們亦閱讀並理解該等政策。客戶同時確認並同意，創業鳥可以不時的修改該等政策，因此客戶有義務不時來查看相應修改，並且將該修改告知其向創業鳥提供資料的所有者。最後，客戶亦同意代表其以及向創業鳥提供資料的所有者，確認已經閱讀並且同意該等政策。

- I/We declare that the information given above is true and accurate, and I/We have read, understand and agree to the above Terms and Conditions.
本人/吾等聲明上述資料確實無訛，並已閱讀、明白亦同意以上條款及細則。

Signed 簽署 :

Name 姓名 : _____
Customer 客戶

Date 日期 : _____
DD 日 / MMM 月 / YYYY 年

Documents to be provided 需要提交之文件

For each shareholder and/or director who is an individual

如為個人股東及 / 或董事

1. Copy of HKID or passport; and
香港身份證或護照副本；及
2. Copy of proof of residential address issued within the last three months (e.g. bank statement, utility bill)
最近 3 個之住址證明副本（如銀行月結單、水電費帳單）

For shareholder(s) and/or director who is a corporate body

如股東及 / 或董事為法人團體

1. Certificate of Incorporation
公司註冊證明書
2. Memorandum and Articles of Association
公司章程大綱及章程細則
3. Register of Members
成員名冊
4. Register of Directors
董事名冊
5. Latest Annual Return / Incorporation Form (For limited companies with less than one year of incorporation)
最新之週年申報表 / 法團成立表格（適用於成立未滿一週年之有限公司）
**For the company incorporated in Hong Kong 謹適用於香港成立之公司*
6. For corporate director and corporate shareholder, a signed statement addressed to Biz & Bird Corporate Services Limited outlining their place of business, business activities, the authorized corporate representative and confirming that they are in Good Standing.
如該公司董事及股東為法人團體，需向創業鳥提供一份已簽署的聲明，概述其營業地點、業務活動、授權公司代表，並確認其信譽良好。
7. For a corporate director, a resolution appointing authorised signatories to sign for and on behalf of the director including specimen signatures.
如該公司董事為法人團體，需提供有關代表該董事的委任授權簽字人決議（包括簽名樣本）。