

深藍企業管理顧問有限公司

Deep Blue Management Consultants LTD.

代理注册 BVI 有限公司及周年维护协议书

Agent Agreement for Registration and Annual Maintenance of BVI Company

甲方（委托方）：
Party A(Principal):

乙方（受托方）：
Party B (Agent):

深圳市深蓝企业管理顾问有限公司

Shenzhen Deep Blue Management Consultants Ltd

甲方因业务发展需要欲在 BVI 成立公司，经全面了解，现全权委托乙方向 BVI 有关机构申请办理公司注册相关手续，经双方协商一致，达成以下**内容条款**：

Whereas Party A needs to establish a company in BVI as a result of his/her business development, after (Party A) having a thorough knowledge of setting up company in BVI, Party B was authorized to act for Party A for registration and other related formalities. The two parties hereto now agree on the following **terms and conditions**:

I. 甲方提供以下真实有效的资料：

Party A shall provide the following authentic and accurate documents to Party B:

- 1、填写：注册 BVI 公司信息表；
Fill in: the information table of registering BVI company;
- 2、提供股东及董事有效身份证明复印件；
Provide the copies of valid identity proofs of shareholders and directors
- 3、提供股东及董事有效住址证明文件（如近连续三个月的水电费单、或银行月结单等）
Provide documentary proof of such shareholders and directors' address (e.g. the utility bills of the past three consecutive months, or bank statements, etc.)
- 4、甲方保证申请注册的公司是用于合法的商业运作，如注册的公司用作非法用途，甲方须负上全部法律责任。
Party A guarantees that the company registered is used for legitimate business operations. Where there is illegal operation of Party A, the legal responsibilities and obligations shall be borne by Party A.

II. 乙方根据 BVI 公司法代甲方递交公司注册申请文件，完成注册后为甲方提供如下文件：

According to BVI Company Law, Party B will submit the registration document on behalf of Party A. After incorporation, Party A will obtain the following document:

- 1) 注册证书 / Certificate of Incorporation;
- 2) 公司组织章程大纲及组织章程细则 / Memorandum and Articles of Association;
- 3) 公司法定登记册 / Statutory Book
- 4) 公司股票证书(空白) / Share Certificate (Blank)
- 5) 公司注册登记表 / Company Registration Form;
- 6) 公司原子章 2 枚、公司钢印 1 枚 / 2 Company Pre- Inked Stamps and 1 Common Seal;
- 7) 公司绿盒 1 个 / 1 Green Box
- 8) 提供一年的注册地址及一年公司秘书服务只限作为登记用途；
Provide one-year registration address and 1 year company secretary only limited to registration purpose;
- 9) 提供一年公用电话及传真号码 / Provide public telephones and fax numbers for one year.

III. 办理的时间：收到乙方为甲方所准备的签名文件及甲方为乙方提供第 I (1-3)项的资料后，乙方承诺会在 _____个工作日内完成注册(不包括快递时间)。但如公司注册处拒绝甲方申请除外。

It will take _____working days (the period not including the express time)to complete the registration after Party B receives all the signing document from Party A and Party A provides all document mentioned in I (1-3). If Company Registry rejects Part A's application, the time hasn't been taken into account.

IV. 办理费用和付款方式：

Fees and terms of payment

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		总费用 Total Cost (RMB)	预付款 Deposit (RMB)	余款 Outstanding (RMB)
注册费用 (5 万 USD) Registration Fee (5W USD)	(a)			
注册费用 (超过 5 万 USD) Registration Fee (Over 5W USD)	(b)			
营业税 6% Sales Tax 6%	(c)			
		----- ----	----- ----	----- ----
总计 Total Cost				
		=====	=====	=====
		==	==	==

(a) 预付 70%，余款 30% 在领取证书及相关资料时付清。

70% Deposit, 30% Balance paid after presenting the Certificate of Incorporation

(b) 如注册资本超过 USD50,000，须追加注册资本征费，办理时须全数预付

If registered capital is over USD50,000, additional Capital Fee will be levied

(c) 如须提供发票，加收 6% 的税 / Where the invoice is required, an additional 6% tax shall be paid by Party A.

另外，乙方快递给甲方的所有的文件的费用均由甲方承担。

In addition, Party B need to bear all couriers cost or reimburse to Party A

V. BVI公司成立第二年起，每年年费_____元(不含税价)。包含服务如下：

After 1 year incorporation, the BVI Company needs to be renewed each year. Our renewal fee is RMB_____ (not including the tax cost). The services include:

(1) 递交公司注册处周年申报表及代缴相关费；

To Submit an Annual Return to the Companies Registry and pay the relevant fee on behalf.

(2) 继续提供公司秘书一年只限于公司登记用途

To provide company secretary for one year as only for registration purpose

(3) 继续提供公司注册地址一年，及代收政府及银行信函

To provide the registered office address for one year and receive letters from Government or Bank only

(4) 制作周年申报表。

To prepare Annual Return

VI. 注册地址只代收信件，并不能收包裹。所有寄往注册地址的信件，甲方须主动定期联系乙方安排邮件转交。所有邮件最多只能代为保存 6 个月，如过期不取，乙方有权自行处理该邮件而不再另行通知甲方。在安排邮件转交过程中，如有遗失，乙方并没有任何责任。

The Registration Office Address can only be used to receive letters but not parcel. Party A need to actively contact Party B on regular basis to arrange re-direct Party A's letter. All letters can be reserved up to 6 months maximum. If there is no instruction from Party A, Party B has a right to dispose those letters in any manner without further notice given to Party A. In the process of re-direct letters, Part B shall not have any liability in case of lost.

VII. 本协议双方订立后，如乙方无法完成甲方委托之业务，甲方此前所交的款项乙方给予退还（因不可抗力或政府相关审批部门造成逾期的除外）。

Party A shall, after this Agreement is made and entered into by and between the two parties hereto, have the right of demanding a whole refund where Party B fails to complete the registration. (Unless otherwise this case in question happens as a result of force majeure and such overdue case as caused by the relevant government authorities responsible for examination and approval).

VIII. 本协议签订后，甲方不得中途提出撤回或变更委托事项，否则已付费用乙方不予退还，并由甲方向乙方支付因此产生的额外费用。

Party A shall not, after this Agreement is made and entered into, withdraw or change the matters entrusted

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during the enforcement of this Agreement, and otherwise the paid fees shall not be reimbursed by Party B. And Party A shall also pay Party B the extra fees arising hereof.

- IX. 如乙方完成甲方受委托业务一个月内，甲方仍未领取相关注册文件及缴付余款，乙方有权中止受委托之业务或将处理该公司，不再通知甲方。如果甲方需要乙方继续受委托之业务，甲方应支付乙方拖延时间内的银行商业贷款利息。

Where after one month since Party B completes the registration, Party A still fails to take the relevant registration documents and pay the balance, then Party B is entitled to terminate this contract, or have full autonomy in the disposal of the applied company, and will not notice Party A anymore. Where Party A needs Party B to continue with the entrusted business, Party A shall pay Party B the interest of the delayed time on loans from commercial banks.

- X. 本协议一式两份，甲乙双方各执一份。本协议自双方签署之日起生效，未尽事宜双方协商解决。This original agreement is in duplicate, each party keeps one, and it will become effective after signing. Unmentioned matters shall be addressed by both Parties through consultation with each other.

- XI. 甲乙双方签字盖章起，本合同电邮件、传真件均有效。

The e-mails and the faxes hereof shall come into effect where the two parties hereto sign or stamp this Agreement.

甲方: X

Party A:

签署日期: 年 月 日

Signed Date: _____, _____, _____ (M,D,Y)

X 乙方:

Party B:

签署日期: 年 月 日

signed Date: _____, _____, _____ (M,D,Y)

备注：当本协议发生歧义时，应当以中文为准。

Remark: In case of discrepancy, the original version in Chinese shall prevail.