

**MIDLAND CONSULT (HONG KONG) LIMITED**  
COMPANY ORDER FORM

<b>1.</b>	<b>Jurisdiction</b>						
<b>2.</b>	<b>Company Name</b>	1.					
	Please give three names, in order of preference:	2.					
		3.					
<b>3.</b>	<b>Purpose of company and details of its intended business activities and estimated annual revenue</b>						
<b>4.</b>	<b>* Corporate / Individual / Nominee Shareholder(s)</b>						
	Nominee Shareholder(s) required:			<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>
	If no, please provide full details of all Shareholder(s)						
<b>a.</b>	Surname:		First Name:				
	Residential Address:						
	Nationality:		HK Identity Card / Passport No:		Occupation:		
	Tel No:		Fax No:		Email:		
<b>b.</b>	Surname:		First Name:				
	Residential Address:						
	Nationality:		HK Identity Card / Passport No:		Occupation:		
	Tel No:		Fax No:		Email:		
<b>5.</b>	<b>Capital:</b>						
	Unless instructed to the contrary, the company will be incorporated with a standard authorized share capital						
	<input type="checkbox"/>	<b>Standard</b>	<input type="checkbox"/>	<b>Other</b>			
	If <b>Other</b> , please provide details of authorized share capital						
	<b>Name of Shareholder</b>		<b>Number of Shares</b>		<b>Class of Share</b>		
<b>6.</b>	<b>* Corporate / Individual / Hong Kong Resident Individual Director(s)</b>						
	Director(s) required			<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>
	If no, please provide full details of all Director(s)						
<b>a.</b>	Surname:		First Name:				
	Residential Address:						
	Nationality:		HK Identity Card / Passport No:		Occupation:		

	Tel No:		Fax No:		Email:	
<b>b.</b>	Surname:		First Name:			
	Residential Address:					
	Nationality:		HK Identity Card / Passport No:		Occupation:	
	Tel No:		Fax No:		Email:	
<b>7. Company Secretary</b> (Please note the Company Secretary must be a Hong Kong residential or a company incorporated in Hong Kong)						
	Our Company Secretary required:		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
	If no, please provide full details of the Company Secretary					
<b>a.</b>	Surname:		First Name:			
	Residential Address:					
	Nationality:		HK Identity Card / Passport No:		Occupation:	
	Tel No:		Fax No:		Email:	
<b>8. Bank Account(s) in Hong Kong required</b>						
			<input type="checkbox"/> Yes		<input type="checkbox"/> No	
<b>a.</b>	* Standard Chartered Bank (Hong Kong) Limited / HSBC / Other:					
<b>b.</b>	Type of Account(s) required					
	* Current / Statement Savings / BusinessVantage / Other:					
<b>c.</b>	Authorized Signatory					
	Surname:		First Name:			
	Residential Address:					
	Nationality:		HK Identity Card / Passport No:		Occupation:	
	Tel No:		Fax No:		Email:	
<b>d.</b>	Signing Arrangement:					
<b>e.</b>	Correspondence Address:					
<b>9. Ultimate Beneficial Owner(s)</b> (if different from (4) above)						
<b>a.</b>	Surname:		First Name:			
	Residential Address:					
	Nationality:		HK Identity Card / Passport No:		Occupation:	
	Tel No:		Fax No:		Email:	
<b>b.</b>	Surname:		First Name:			
	Residential Address:					
	Nationality:		HK Identity Card / Passport No:		Occupation:	
	Tel No:		Fax No:		Email:	
<b>10. Contact Details</b>						

	Surname:		First Name:	
	Residential Address:			
	Mailing Address:			
	Tel No:		Fax No:	
	Restrictions on contact or special instructions			
	Bank / Brokerage account statements sent by	<input type="checkbox"/>	<b>Email</b>	<input type="checkbox"/>
		<input type="checkbox"/>	<b>Fax</b>	<input type="checkbox"/>
			<b>Air Mail</b>	
<b>11. Authorized Person(s):</b>				
Other than the Client and Ultimate Beneficial Owner, Midland Consult (Hong Kong) Limited shall also take the instructions from the following authorized person(s):				
<b>a.</b>	Full Name:		<b>b.</b>	Full Name:
	HK Identity Card / Passport No:			HK Identity Card / Passport No:
	Tel No: / Email:			Tel No: / Email:
	Signature:			Signature:
<b>12. Important Notes:</b>				
1.	* Delete whichever does not apply			
2.	<p>The following documents for all Director(s), Shareholder(s) and Ultimate Beneficial Owner(s) are required to Midland Consult (Hong Kong) Limited:</p> <ul style="list-style-type: none"> <li>- Certified copy of the valid passport bearing the photograph and signature</li> <li>- Original or certified copy of a residential address proof (eg. utility bills or bank statements) issued not more than 3 months</li> <li>- Original reference letter issued by a reputable firm of accountant, lawyer or banker</li> </ul> <p>(Certification can be made by an independent lawyer, certified public accountant, banker or notary public, management of other group companies of Midland Consult or professional intermediary of Midland Consult)</p>			
3.	The Ultimate Beneficial Owner Declaration should be completed and signed by each Ultimate beneficial owner			
4.	Midland Consult (Hong Kong) Limited reserves the right to decline any company order at its absolute discretion			
5.	Details of each Ultimate Beneficial Owner must be disclosed to the banker of the Company upon receipt of request			
6.	The administration of the company by Midland Consult (Hong Kong) Limited will be subject to our Terms and Conditions, which have been provided to the Client			
7.	Words and phrases the definitions of which are contained or referred to in the Midland Consult (Hong Kong) Limited Terms and Conditions shall be construed as having the meanings thereby attributed to them.			

## ULTIMATE BENEFICIAL OWNER DECLARATION

I, the undersigned, being the Ultimate Beneficial Owner of *(address)*

hereby declare that the following is true and correct:

1.	My legal name is:		
2.	My residential address is:		
3.	My passport number is:		
4.	I am a citizen of:		
5.	I am a resident of:		
6.	Source of Funds:		
7.	Source of Wealth:		
8.	My business occupation for the last three (3) years has been:		
9.	I understand, declare and confirm that Midland Consult (Hong Kong) Limited does not and will not provide legal or tax advice and that I am solely responsible for obtaining such advice in connection with my beneficial ownership of this company in both my country of citizenship / residence and domicile. I understand and confirm that nothing in the documentation provided to me or the conversations I have had with personnel of Midland Consult (Hong Kong) Limited should be or can be construed as legal or tax advice.		
10.	I declare and confirm that I am not currently insolvent and any contemplated transfer of assets to the company will not render me insolvent as defined in my country of citizenship/ residence.		
11.	I declare and confirm that none of my or the company's assets, net worth, income or activities relate in any manner to money laundering, or any activity that I know to be or have reason to believe are illegal in my country of citizenship/ residence.		
12.	I do not intend to hinder, delay or defraud any creditors, or engage in any illegal conduct in relation to creditors and do not intend to engage the services of Midland Consult (Hong Kong) Limited in order to facilitate or otherwise engage in such activity.		
13.	I read and understood the "Terms and Conditions" of Midland Consult (Hong Kong) Limited and accepted and agreed to be bound by these terms and conditions in my relationship with Midland Consult (Hong Kong) Limited.		
14.	I have completed and initialed on each page of the Company Order Form and had provided the required due diligence documents as per Section 12.2 of the Company Order Form.		

Declarant Signature:		Date:	
Name:			
Witness Signature:		Date:	
Name:			

# TERMS & CONDITIONS

## I. DEFINITIONS

“**Ultimate Beneficial Owner**” means the Person who either directly or indirectly through his/her Professional Intermediary instructed MIDLAND to form the Company and / or provide the Services and is the Person disclosed to the bank, brokerage or other third party supplier of Services as the Ultimate Beneficial Owner.

“**Client**” means the Ultimate Beneficial Owner of the Company or representative authorized by the Ultimate Beneficial Owner of the Company who has requested MIDLAND to provide Services to the owner or representative of the Company.

“**Company**” means any company, trust, foundation, mutual fund, LLC or other legally recognized structure established and/or administered by MIDLAND.

“**Designated Person**” means a representative designated in writing and advised to MIDLAND by the Client to handle specific matters relating to the Client.

“**Direct Cost**” means any costs incurred by MIDLAND on behalf of the Client or his/her Company regardless of whether or not the Direct Cost is incurred in furtherance of the Services.

“**MIDLAND**” means Midland Consult (Hong Kong) Limited or any company affiliated with Midland Consult (Hong Kong) Limited.

“**Person**” means any natural person or Company.

“**Professional Intermediary**” means lawyers, accountants, investment advisors, fiduciary service providers and other similar professionals which recognized / referred by MIDLAND.

“**Services**” means, but is not limited to, company formation, administration, registered agent, company secretarial, directors or nominee shareholders, bank or brokerage introductions, trustee, consultancy and other similar or related services provided by MIDLAND to the Client's Company.

## II. REFUSAL TO PROVIDE OR TO CONTINUE PROVIDING SERVICES

MIDLAND reserves the right at any time to refuse to or to discontinue providing Services, without notice and without reason, to any Client or his/her Company.

## III. CLIENT AND COMPANY INFORMATION – PRIVATE AND CONFIDENTIAL

MIDLAND maintains Client and Company information, such as the name, contact details and any other information concerning the Client or Company is private and confidential. As such, the information provided by the Client to MIDLAND or that acquired by MIDLAND during the provision of Services is stored in a secure location, is accessible only by designated staff of MIDLAND, and is and will be used only for the purpose for which the Client provides the information. Client and Company information will not be disclosed to third parties without the Client's express written

consent or to further the purpose for which the information was provided or if disclosure is required by law or is compelled by a competent court of law.

## IV. CLIENT'S RESPONSIBILITIES

A. The Client is solely responsible for receiving tax, regulatory and other legal advice regarding the Client's Company, the Services provided by MIDLAND to the Client and all Client matters in all the relevant jurisdictions of the Client's citizenship or residence and the jurisdiction of incorporation or where business is conducted by the Client's Company. MIDLAND can make introductions of professionals to the Client regarding these matters, but MIDLAND does not at any time purport to provide tax, regulatory or legal advice and is not responsible for either the same or the subsequent professional advice received from the introduction of other professional to the Client.

B. The Client shall provide MIDLAND with a signed Company Order Form and Ultimate Beneficial Owner Declaration inclusive of all due diligence information indicated in the Company Order Form and Ultimate Beneficial Owner Declaration. The Client shall also provide, if applicable, all other information required by banks, brokerage firms or other third parties with which the Client instructs MIDLAND to engage in relation to the Company or provision of Services to the Company or the Client.

C. The Client shall ensure MIDLAND always has correct contact details and instructions regarding all matters regarding the Client's Company and Services requested by the Client. This includes, but is not limited to, informing MIDLAND of details of transactions and copies of agreements or commitments entered into by the Company, any conduct of the Client or the Client's Company that may result in litigation or other adverse consequences, and other similar matters. MIDLAND is not responsible for consequences where such information has not been accurately provided by the Client.

D. The Client shall not involve the Company in any unlawful act or conduct as the same may be defined in the jurisdictions in which the Client's Company does business or has adverse legal implications in the jurisdiction in which the Client resides and/or is liable for taxation in. The Client understands and confirms that it shall be the Client's sole responsibility to determine whether any such acts or conduct are unlawful. The Client understands and confirms that MIDLAND shall not be responsible for any unlawful act or conduct in which the Client or its Company has been engaged.

E. The Client shall be responsible for all financial commitments of its Company and understands and, consequently, the Client confirms that MIDLAND is not responsible for any financial commitments of the Client's Company.

- F. The Client shall indemnify and hold harmless MIDLAND, its affiliates, directors, employees and agents from and against all claims, actions, costs (including legal) and liabilities arising out of or relating to these Terms and Conditions and the Services provided to the Client and the Client's Company.

#### **V. FEES AND DIRECT COSTS**

- A. The Client undertakes to make payment of the negotiated and agreed fees for Services charged by MIDLAND upon the Client receiving an invoice from MIDLAND and the Services actually being provided to the Client or the Client's Company by MIDLAND for the same.
- B. The Client undertakes to pay MIDLAND, in advance, or when agreed between the Client and MIDLAND to reimburse, all Direct Costs of any kind relating to the Client's Company. The Client understands and confirms that MIDLAND shall not be liable for any penalties, fines or other liabilities incurred by the Client or by the Client's Company.
- C. The Client is responsible for informing MIDLAND in a timely manner regarding the Client's decision to discontinue the Client's Company or the provision by MIDLAND of Services to the Client or the Client's Company. Any failure by the Client to provide such information in a timely manner and the adverse consequences that may result from such failure are the sole responsibility of the Client.

#### **VI. DIRECTORS, NOMINEE SHAREHOLDERS, COMPANY SECRETARY AND REGISTERED OFFICE**

- A. Directors provided by MIDLAND shall at all times review and consider requests from the Client in relation to the Client's Company or Services provided to the Client or the Client's Company, but Directors provided by MIDLAND shall not be required to act in any manner they deem to be dishonest, illegal, improper or unethical regardless of whether or not such requests are in fact dishonest, illegal, improper or unethical.
- B. MIDLAND shall procure the resignation of Directors provided by MIDLAND upon written request from the Client.
- C. Nominee Shareholders provided by MIDLAND shall issue a declaration of trust to the Client or the Client's Designated Person in relation to shares owned, as a matter of law, by such Nominee Shareholders provided by MIDLAND to the Client's Company.
- D. MIDLAND shall procure the resignation of Company Secretary provided by MIDLAND upon written request from the Client.
- E. MIDLAND or the registered agent in the relevant jurisdiction may relocate offices at any

time and such a move may require changing of the mailing or registered office address of the Client's Company. MIDLAND shall provide the Client as much advance notice as possible of any such move, but the Client understands and agrees that MIDLAND shall not accept responsibility for any costs incurred by the Client or the Client's Company as a result thereof.

#### **VII. DISCLAIMER OF LIABILITY**

MIDLAND expressly disclaims any liability to the Client, the Client's Company, and all third parties for any damage or loss to the Client, the Client's Company or any other Person arising out of the use of the Client's Company or the provision by MIDLAND of Services to the Client, the Client's Company or any other Person.

#### **VIII. GENERAL PROVISIONS**

- A. All instructions or requests concerning the Client, the Client's Company or Services to be provided by MIDLAND to the Client or the Client's Company shall be given by the Client in writing to MIDLAND.
- B. All communications in relation to Services provided by MIDLAND to the Client or the Client's Company shall be deemed received by the Client or the Client's Company if sent to the postal address, email address or facsimile provided to MIDLAND by the Client or the Client's Company.
- C. MIDLAND shall not be liable for any failure to comply with any instructions (in whole or in part) received from the Client and shall not be responsible for consequences arising from non-receipt of instructions for any reason. The Client has responsibility to ensure they receive receipt of MIDLAND's confirmation of instructions and it is recommended they do so. If the instruction is substantial, time sensitive or material.
- D. MIDLAND reserves the right to read, review or inspect any communications, documents or other items received at MIDLAND's office for the Client or the Client's Company.
- E. These Terms and Conditions supersede any other understanding the Client believes he/she has with MIDLAND, whether oral or written, and no variation of these Terms and Conditions shall be effective unless agreed in writing by MIDLAND.
- F. Any and all obligations of MIDLAND shall cease immediately if the Client fails to observe these Terms and Conditions or if MIDLAND learns that the Client's Company is or has been used for activities other than that disclosed by the Client in the Company Order Form or the Client has provided incorrect information at any time to MIDLAND with regard to any aspect of his/her Company.
- G. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Hong Kong Special Administrative Region.