



Formation of a Wholly Foreign-Owned Enterprise in China

WFOE ORDER FORM

To: The GCSL Group of Companies Limited

- | | | | | | | |
|--|--|---|---|---|--|---|
| <input type="checkbox"/> Hong Kong
Suite 18B, 148 Connaught Road Central, Hong Kong
G.P.O. Box 12290, Hong Kong
Email: hongkong@gcsll.info
Tel: +852 3966 1800
Fax: +852 3966 1888 | <input type="checkbox"/> Anguilla
201 The Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla
Email: anguilla@gcsll.info
Tel: +1 264 498 5858
Fax: +1 264 497 5504 | <input type="checkbox"/> Belize
35 New Road, P.O. Box 2391, Belize City, Belize, C.A.
Email: belize@gcsll.info
Tel: +501 223 3934
Fax: +501 223 3918 | <input type="checkbox"/> China
Room 516, Fu Xing Plaza, No. 109 YanDang Road, Shanghai, China
Email: shanghai@gcsll.info
Tel: +86 21 6323 6890
Fax: +86 21 6323 6899 | <input type="checkbox"/> Cook Islands
Global House, PO Box 92, Avarua, Rarotonga, Cook Islands
Email: cookislands@gcsll.info
Tel: +682 27 047
Fax: +682 27 046 | <input type="checkbox"/> Samoa
Le Sanalele Complex, G/F, Vaea Street, Saleufi, PO Box 1868, Apia, Samoa
Email: samoa@gcsll.info
Tel: +685 29 067
Fax: +685 29 062 | <input type="checkbox"/> Singapore
6 Eu Tong Sen Street, #10-14 SOHO 1, Soho@Central, Singapore 059817
Email: singapore@gcsll.info
Tel: +65 6339 1881
Fax: +65 6536 9619 |
|--|--|---|---|---|--|---|

A. Parent Company Information						
1.	Country of Incorporation					
2.	Date of Incorporation					
3.	Authorized Share Capital					
4.	Business Scope					
5.	Recent Year's Turnover					
6.	Business activities with China? (if yes, please provide details)	<input type="checkbox"/>	Yes		<input type="checkbox"/>	No
7.	Audited Financial Statements	<input type="checkbox"/>	Yes		<input type="checkbox"/>	No
8.	Company Website					
B. WFOE Details						
1.	Proposed name of WFOE The name should be comprised of four parts: location + company name + industry + type of entity. For example: Shanghai + XYZ + Trading + Wholly Foreign Owner Enterprise Limited					
	Please give three (3) names, in order of preference:	1.				
		2.				
		3.				
2.	Registered address					
3.	Purpose of the WFOE and Business Scope (please give as much details as possible and use a separate sheet if required)					
4.	Industry					
5.	Total Investment					
6.	Total Registered Capital (Minimum US\$100,000)					

Hong Kong Anguilla Belize Cook Islands Samoa Shanghai Singapore

7.	Capital	Type (cash, machinery, intellectual property)		Term of Investment	
8.	Estimated Annual Turnover				
9.	Basis of Estimated profit				
10.	Number of Staff		Staff Salary(ies)		
11.	Legal Representative				
	Surname:		First Name:		
	Residential Address:				
	Nationality:		Passport No:	Email:	
	Tel No:		Fax No:	Mobile:	
12.	Supervisor (Director)				
	Surname:		First Name:		
	Residential Address:				
	Nationality:		Passport No:	Email:	
	Tel No:		Fax No:	Mobile:	
13.	Contact Person (Authority to Instruct GCSL)				
	The GCSL Group of Companies Limited will only accept instructions concerning this company from the Client, Beneficial Owner, or other authorized person(s) signing below				
	Full Name:		Full Name:		
	Passport No.		Passport No.		
	Signature:		Signature:		
C.	Additional Services to be provided or sourced by GCSL				
	<input type="checkbox"/> Company Secretary	<input type="checkbox"/> Open Bank Account in China	<input type="checkbox"/> Commercial support assistance		
	<input type="checkbox"/> Legal	<input type="checkbox"/> Work Permit Application	<input type="checkbox"/> Others:		
	<input type="checkbox"/> Accounting	<input type="checkbox"/> Market Research			
Signature:				Date:	
Name:					
Witness Signature:				Date:	
Name:					

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Important Notes		
1.	GCSL reserves the right to decline any WFOE order at its absolute discretion.	
2.	The administration of the company by GCSL will be subject to our Terms and Conditions, which have been provided to the Client.	
3.	Words and phrases the definitions of which are contained or referred to in the GCSL Terms and Conditions shall be construed as having the meanings thereby attributed to them.	
Required Documents Checklist		
1.	GCSL WFOE Order Form	Completed and Signed
2.	Business License or Certificate of Incorporation - For Consultancy WFOE - For Trading, Manufacturing, etc. WFOE	1 notarized, apostilled and China Embassy authenticated copy 2 notarized, apostilled and China Embassy authenticated copies.
3.	Resolution of Board of Directors from Parent Company concerning WFOE establishment (<i>in Simplified Chinese</i>)	3 notarized, apostilled and China Embassy authenticated copies.
4.	Credibility Statement issued by bank / Bank Reference Letter (<i>in Simplified Chinese or translated into Simplified Chinese</i>) (The bank letter is a short credibility or reference letter from the bank with which the company has a business relationship. The Letter should have the name of the company, account number, average balance per half year or year, and an assessment comment by the bank)	1 original letter.
5.	Projected Financial Report, i.e. projected revenue, gross profit, expenses and net profit/(loss) (prepared by client with assistance from GCSL)	1 original
6.	Legal Representative(s) of WFOE: i. Passport Copy ii. CV (<i>in Simplified Chinese</i>) iii. Passport size color photo	1 notarized, apostilled and China Embassy authenticated copy in the country of origin of the Legal Representative. 1 original 12 originals
7.	Power of Attorney for the selected authorized contact person dealing with the application (prepared by GCSL)	3 originals
8.	Business Scope on Parent Company and detailed information on WFOE (<i>translated into Simplified Chinese</i>)	1 original
9.	Registered Office in China: i. Lease/Purchase Agreement ii. Certificate of Property Right <i>OR</i> Land Use Right Transfer Agreement (Depending on the building and location of the office, the Lease Agreement and Certificate of Property might need to be notarized in China and filed with the Property Registry)	3 originals 3 copies with seal of owner
NOTE: The authorities may require additional documents depending on the City and the Regulations applied to the applicant's industry.		

TERMS & CONDITIONS

I. DEFINITIONS

"Beneficial Owner" means the Person who either directly or indirectly through his/her Professional Intermediary instructed GCSL 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 Beneficial Owner.

"Client" means the Beneficial Owner of the Company or representative authorized by the Beneficial Owner of the Company who has requested GCSL 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 GCSL.

"Designated Person" means a representative designated in writing and advised to GCSL by the Client to handle specific matters relating to the Client.

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

"GCSL" means The GCSL Group of Companies Limited or any company affiliated with The GCSL Group of Companies Limited.

"GCSL Office" means Anguilla, Belize, Cook Islands, Samoa, Shanghai and Singapore.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Person" means any natural person or Company.

"Professional Intermediary" means lawyers, accountants, investment advisors, fiduciary service providers and other similar professionals.

"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 GCSL to the Client's Company.

II. REFUSAL TO PROVIDE OR TO CONTINUE PROVIDING SERVICES

GCSL 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

GCSL 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 GCSL or that acquired by GCSL during the provision of Services is stored in a secure location, is accessible only by designated staff of GCSL, 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 GCSL 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. GCSL can make introductions of professionals to the Client regarding these matters, but GCSL 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 GCSL with a signed Company Order Form and Beneficial Owner Declaration inclusive of all due diligence information indicated in the Company Order Form and 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 GCSL to engage in relation to the Company or provision of Services to the Company or the Client.
- C. The Client shall ensure GCSL 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 GCSL 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. GCSL 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 GCSL 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 GCSL is not responsible for any financial commitments of the Client's Company.
- F. The Client shall indemnify and hold harmless GCSL, 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 GCSL upon the Client receiving an invoice from GCSL and the Services actually being provided to the Client or the Client's Company by GCSL for the same.
- B. The Client undertakes to pay GCSL, in advance, or when agreed between the Client and GCSL to reimburse, all Direct Costs of any kind relating to the Client's Company. The Client understands and confirms that GCSL 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 GCSL in a timely manner regarding the Client's decision to discontinue the Client's Company or the provision by GCSL 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 AND REGISTERED OFFICE

- A. Directors provided by GCSL 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 GCSL 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. GCSL shall procure the resignation of Directors provided by GCSL upon written request from the Client.
- C. Nominee Shareholders provided by GCSL 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 GCSL to the Client's Company.
- D. GCSL 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. GCSL shall provide the Client as much advance notice as possible of any such move, but the Client understands and agrees that

GCSL shall not accept responsibility for any costs incurred by the Client or the Client's Company as a result thereof.

VII. DISCLAIMER OF LIABILITY

GCSL 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 GCSL 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 GCSL to the Client or the Client's Company shall be given by the Client in writing to GCSL.
- B. All communications in relation to Services provided by GCSL 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 GCSL by the Client or the Client's Company.
- C. GCSL 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 GCSL's confirmation of instructions and it is recommended they do so if the instruction is substantial, time sensitive or material.
- D. GCSL reserves the right to read, review or inspect any communications, documents or other items received at GCSL'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 GCSL, whether oral or written, and no variation of these Terms and Conditions shall be effective unless agreed in writing by GCSL.
- F. Any and all obligations of GCSL shall cease immediately if the Client fails to observe these Terms and Conditions or if GCSL 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 GCSL with regard to any aspect of his/her Company.
- G. These Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of Hong Kong or the jurisdiction relevant to the GCSL Office providing the services and all disputes arising in connection thereto shall be finally settled by the Hong Kong International Arbitration Centre in accordance with its rules or arbitrating in the jurisdiction relevant to the GCSL Office providing the services, respectively. For the avoidance of doubt, the Client and the Client's Company and GCSL agree that the decision of such arbitration shall be binding on all parties to that arbitration.