

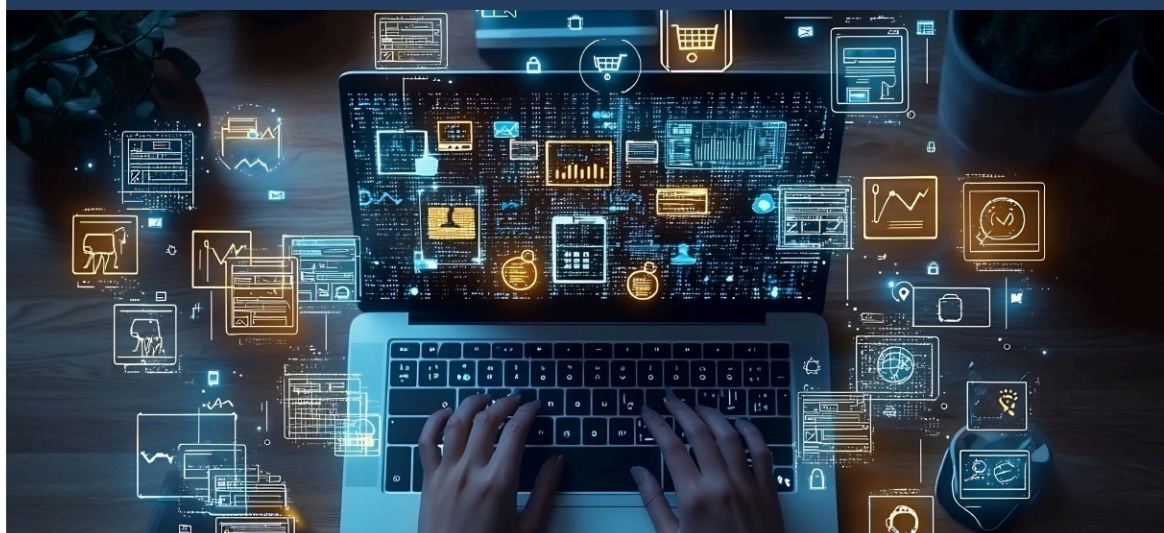
USER GUIDE NO.1

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Startup Guide

*designed for a quick and
intuitive use*

www.loonshing-consultants.hk



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Summary

This guide follows a matter from the first click to the delivery of the signed originals and the registration of the company. Each chapter is one step of that path; the last four chapters cover what surrounds it.

The path, chapter by chapter

	Chapter	What it covers
1	About this guide	Who it is for, what we do, and the words we use
2	Your matter, step by step	The whole path on one page
3	Step 1 — The questionnaire	What we ask, and what we do not ask yet
4	Steps 2 and 3 — Acknowledgement	What arrives in your inbox, and when
5	Step 4 — Matter number and handler	Who takes charge of your matter
6	Steps 5 and 5.2 — Due diligence, Part 1	What we examine on the questionnaire, and its signature
7	Steps 6 and 6.2 — Our decision	Acceptance, decline, and the Letter of Engagement
8	Step 7 — Deposit, documents, client space	The deposit invoice, what to send, and your space opens
9	Step 7.2 — Due diligence, Part 2	The checks on the documents themselves
10	Step 8 — Drafting	The deeds, the forms, and the business scope
11	Step 9 — Delivery	The set of deeds and the originals
12	Step 10 — Invoice no. 2	The balance, and what it releases
13	Steps 11 to 14 — Filing, registration, formalities, close	The registry, your company, the post-registration formalities, the bank, and the e-book

Around the matter

	Chapter	What it covers
14	Your client space	Invitation, signing in, the second factor, security
15	Fees, invoices and refunds	How our fees work, and how to pay
16	Support and contact	One address, and what to put in your message
17	Legal notices	The documents that govern all of this
—	Appendix	Documents to expect, by jurisdiction

1. About this guide

1.1 Purpose and audience

This guide explains how to work with **Lo On Shing Consultants Limited** (盧安誠顧問有限公司) on a foreign direct investment project in Asia: how to submit a project, what we do with it, what we will ask you for and when, how your client space works, and what you receive at the end.

It is written for:

- **prospective clients** considering an investment in Mainland China, Hong Kong SAR or Vietnam, who want to know what engaging us involves before they commit;
- **clients with a matter in progress**, as a reference for each step;
- **advisers acting for a client** — lawyers, accountants, family offices — who need to see the process end to end.

It complements, and does not replace, our **Terms of Use and Services**, our **Services General Agreement**, our **Privacy Policy** and **User Guide No. 2 — Privacy Policy and Online Processing**, which covers personal data, our official sources and the documents produced in a matter.

1.2 What we do — and what we do not do

We provide consulting services and advice dedicated to foreign direct investment: feasibility study, choice of structure, company formation, preparation and filing of the deeds and administrative forms, coordination of the local professionals, corporate secretarial follow-up, and assistance with work permits and bank account opening. In each of the three jurisdictions, the project handlers are qualified professionals — attorneys-at-law, certified public accountants and experts — with full practising capacity, working in bi-cultural teams of European and Asian consultants.

Lo On Shing Consultants Limited is not a law firm, an accounting firm or an audit firm.

Regulated services — legal advice, notarial acts, audit, statutory accounting, licensed trust and company services — are performed by the qualified professionals of our network, each in their own name, under their own professional rules, insurance and responsibility. We say so when we introduce one, and the engagement with that professional is theirs and yours. Beyond the exchanges centralised on the Lo On Shing online platform, to which the professional co-handling a project has access, you are, at each step and as often as needed, in direct contact with the professional in charge of your project, in full transparency.

Company search and corporate intelligence are a separate service, provided through **CCSS — Greater China Company Search Services** at china-company-search.com, under its own terms. Buying a report there is not opening a matter here.

1.3 Conventions used in this guide

Two kinds of box appear in the margin of the text:

A **blue** box marks something useful — a delay to expect, a shortcut, a place to look.

An **orange** box marks something that will cost you time if it is missed — a document in the wrong form, a step that cannot be undone.

Where a chapter refers to a rule rather than a practice, it names the legal page on our website, or the contractual document, that carries it. Those texts, not this guide, are what binds us.

1.4 Glossary

Throughout this guide and in your client space:

Term	Meaning
Matter	One project, from the questionnaire to the registration of the company and the delivery of the originals. A matter has one number, used by us, by you and in our accounting.
Matter number	The reference given to your matter when it is opened. It is the same number as in our invoicing system, so that a matter is never known by two references.
Matter Handler	The person at Lo On Shing who conducts your matter day to day. One or several may be designated, according to the jurisdictions involved.
Administrator	The person at Lo On Shing who opens matters, designates handlers, takes the decision to accept or decline, and signs what leaves the firm.
Agent LOS	Our internal assistant. It acknowledges, drafts, prepares translations and watches that our reference sources stay current. It proposes; it does not decide, and nothing leaves the firm without a person having sent it.
Client due diligence (KYC)	The identification and verification checks we — and the professionals of our network — are required to carry out before accepting a matter.
Letter of Engagement	Our engagement proposal: the letter that sets out the phases of the assignment, with Appendix 1 (the agreed services), Appendix 2 (the agreed fees and the deposit) and Appendix 3 (the Services General Agreement). Signed by you and by us, it is what engages a matter.
Special power of attorney	The document, signed with the Letter of Engagement, by which you authorise us to deal on your behalf with the external professionals involved in the project — lawyers, accountants, notaries, translators, banks.
Services General Agreement	The contractual framework of every engagement — additional services, external consultants, liability, data. It is Appendix 3 to the Letter of Engagement.
Disbursements	Amounts paid out on your behalf and passed on at cost: government and registry charges, notarisation and legalisation, translation, courier, and the fees of local professionals. They are not our fees.
Machine translation	A translation produced automatically so that you can read a form or a deed written in Chinese or Vietnamese. It is marked as such, and the original governs.
Business scope	The description of a company's permitted activities, drawn from the official nomenclature of the jurisdiction and written into its constitutive documents.

2. Your matter, step by step

The path is fixed. It does not change with the jurisdiction, and it does not change with the size of the project — what changes is how long each step takes and which professionals are involved.

This standardised process, run from the Lo On Shing platform, saves time and improves the handling of a project by an order of 40% to 70%; it is what lets us offer more attractive fees.

Seventeen steps, numbered to fourteen: three of them are sub-steps — 5.2, 6.2 and 7.2. They carry those numbers rather than numbers of their own so that a step means the same thing here, in your client space, and in the letters you receive from us.

From the questionnaire to the engagement

	What happens	Who acts
1	You complete the online questionnaire. No supporting document is asked for at this stage.	You
2	You receive an acknowledgement from info@, confirming receipt and announcing our answer within 72 hours once the questionnaire has been examined.	Agent LOS
3	An internal alert reaches our administrator, carrying your questionnaire.	Agent LOS
4	The matter is opened, a matter number is given, and one or more Matter Handlers are designated.	Administrator
5	Client due diligence (KYC), Part 1 — the questionnaire is studied. Nothing else has been asked for yet.	Administrator and Handler
5.2	Validated by your handler and by the administrator, the questionnaire is sent to you for signature through DocuSign. Your signature confirms what we will work from.	You
6	We accept or we decline. If we accept, you receive our Letter of Engagement and an invitation to a first introductory video call with the administrator and/or the handler, as the case may be.	Administrator
6.2	The Letter of Engagement, with its appendices (the Services General Agreement is Appendix 3), and the special power of attorney are signed through DocuSign — you first, then us, initialling every page. Your handler is introduced to you.	You and Lo On Shing

From the engagement to the company

	What happens	Who acts
7	The deposit is invoiced, and your supporting documents are asked for — scans to your client space, which opens by invitation at this point, and notarised originals by post.	Administrator
7.2	Client due diligence, Part 2 — the documents themselves are examined, together with their agreement with the questionnaire. Three ways out: complete, incomplete, or decline.	Administrator and Handler
8	Once the deposit is settled and the file is complete, the deeds and the forms are drafted from your questionnaire and your supporting documents, then reviewed with you.	Handler and you
9	A v1 of your New Co.'s constitutive documentation is sent to you for review and validation; once validated, the complete set is issued as a single PDF file — front cover, contents, the deeds, back cover — with the machine translations and the signing instructions.	Lo On Shing and Handler
10	Where staged payment has been agreed, invoice no. 2 is issued for the balance. Nothing is filed until it is settled.	Lo On Shing
11	The application file is filed with the registry, with the signed originals.	Handler
12	Registration obtained: the certificates reach you, and your company appears in your client space with its calendar of statutory deadlines.	Handler
13	The post-registration formalities are carried out or coordinated according to your Letter of Engagement — seals, tax and social registrations, bank account, capital contribution.	Handler and you
14	The matter closes: the complete archive as an e-book of the matter, and the originals, seals and company kit, with a letter of transmittal, handed over in person or by express courier.	Lo On Shing

Five things never move. Nothing passes from step 6 to step 7 until:

1. the final questionnaire has been returned to us signed (DocuSign);
 2. the Letter of Engagement is signed by both parties;
 3. drafting begins only once the deposit is settled and the file is complete;
 4. nothing is filed with an authority until invoice no. 2 is settled; and
 5. nothing is filed without the certified true copies, legalised where required, and the signed originals in hand.
- These are not fussy administrative habits: they are what tell the authorities that a matter is real and credible.

3. Step 1 — The online questionnaire

3.1 Where to find it

The questionnaire is reached from any page of our website through **Introduce your project**, from the page of the jurisdiction that interests you, and from the **Client access** page. No account and no password are needed to complete it. It works on a desktop, a tablet or a telephone; a recent version of Chrome, Firefox, Edge or Safari, with JavaScript enabled, gives the best result.

3.2 What it asks

The questionnaire is not a form for its own sake. Every answer in it is a line that will later appear in a deed, in an administrative form or in a filing. It asks, in this order:

1. **Who you are** — the investor: an individual, a company, or several; nationality or place of incorporation; the person we should deal with.
2. **Where you want to invest** — Mainland China, Hong Kong SAR, Vietnam, or more than one; and, where it matters, the province or the city.
3. **What the company will do** — the activities, described in your own words. From these we later propose the formal business scope (see §10.3).
4. **How it will be held** — the shareholding, the capital envisaged, the officers you have in mind.
5. **What surrounds it** — premises, employees, work permits, a bank account, a timetable, and anything already begun elsewhere.

Answer in the words you would use to describe the project to a colleague. A questionnaire answered plainly and completely is worth several exchanges of e-mail; an approximate one produces an approximate reading, and the correction comes later, when it costs more.

3.3 No supporting document at this stage

This is deliberate. You are not asked for a passport, a certificate of incorporation or a proof of address to complete the questionnaire, and you should not send any. Supporting documents are requested at step 7, once the Letter of Engagement has been signed by both parties.

Two reasons. Sending identity documents before either side has committed to anything is a risk with no purpose. And a matter we decline leaves us holding personal data we never needed — data we would then have to destroy.

3.4 What happens on submission

When you submit, the questionnaire is fixed on our side and archived as it stands, in Word and in PDF, with the date and time of submission. A copy is e-mailed to the address you gave, so that you hold what we hold.

If something needs correcting afterwards, write to info@loonshing-consultants.hk and say what changes. We would rather correct a line than work from a wrong one — and a correction made before you sign the questionnaire (step 5.2) costs nothing at all.

4. Steps 2 and 3 — Acknowledgement and internal alert

4.1 What you receive, and when

An acknowledgement leaves **info@loonshing-consultants.hk** as soon as the questionnaire is submitted. It is written in English, it confirms that we hold your questionnaire, and it tells you that we will come back to you **within 72 hours** with our reading of the project and the step we propose.

That acknowledgement is sent automatically. The answer that follows is not: it is written by a person, after the questionnaire has been read.

If nothing has arrived within a few minutes, look in your spam folder before writing to us — an address that has never corresponded with you is the kind a mail filter holds back. Adding info@loonshing-consultants.hk to your contacts prevents it for the rest of the matter. The same applies to the DocuSign messages you will receive later.

4.2 What happens on our side

At the same moment, an internal alert reaches our administrator, naming you and carrying your questionnaire. Nothing is published, nothing is shared outside the firm, and no local professional is contacted at this stage.

The 72 hours are counted from the submission of the questionnaire, in Hong Kong time, on business days. A questionnaire submitted on a Friday evening is answered by the Wednesday at the latest.

5. Step 4 — Matter number and Matter Handler

If the project is one we can take forward, the administrator opens a matter. Two things are settled at that moment.

5.1 The matter number

Your matter receives a number. It is the same reference that identifies the matter in our invoicing system, so that your file, your invoices and your archive set all carry one number and not two. It appears on everything we send you from then on — our letters, the Letter of Engagement, the invoices, the set of deeds.

Quote it in every message you send us. It is the fastest way for anyone at the firm to find your file.

5.2 Your Matter Handler

One or more Matter Handlers are designated. The Matter Handler is always a professional of the jurisdiction concerned, with full practising capacity. A matter that touches two jurisdictions — a Hong Kong holding company and a subsidiary in Mainland China, for instance — is normally given a handler for each, and the administrator keeps the whole in hand.

Your handler works on your matter from this point. You are introduced to them by e-mail once the Letter of Engagement is signed by both parties (step 6.2), and as far as possible during the first video call: from that moment they are your interlocutor on the substance of the matter, and **info@loonshing-consultants.hk** remains the address that always reaches us.

6. Steps 5 and 5.2 — Client due diligence (KYC), Part 1, and the signature of the questionnaire

6.1 Why we do it, and why it comes in two parts

Before accepting a matter we identify our client and verify that identity, establish who ultimately owns and controls the structure, and understand the origin of the funds and the purpose of the investment. These checks are required of us. They are not a formality we can waive for a client we like, and we cannot act without them.

They are carried out in two parts, at two different moments of the matter:

- **Part 1, at this step**, on the questionnaire alone — on what you have declared. No document has been asked for, and none should be sent.
- **Part 2, at step 7.2**, on the supporting documents themselves, once the Letter of Engagement is signed and the documents have reached us. Chapter 9 covers it.

The order is deliberate, and it is in your interest. Identity documents sent before either side has committed to anything are a risk with no purpose; and a matter we decline at this stage leaves us holding nothing we would then have to destroy.

6.2 What Part 1 examines

From the questionnaire, and from public sources where the structure calls for it, we look at:

- **who the investor is** — an individual, a company, or several, and the nationality or place of incorporation declared;
- **the chain of ownership and control** as you have described it, up to the individuals at the end of it;
- **the origin of the funds** to be invested, and the purpose of the investment;
- **the activity itself** — whether it is one that requires a licence, or one we are not permitted or not equipped to serve;
- **the jurisdictions involved**, and any restriction that applies to them.

Agent LOS tracks what is outstanding and prepares the file. It decides nothing: the reading is done by the administrator and by your handler.

6.3 What Part 1 can conclude

One of two things. Either the questionnaire is sufficient to take the decision, and it goes to you for signature. Or something in it needs clarifying first — an ownership chain that stops short of a person, an activity described in terms that could mean two different things, a source of funds left implicit — and your handler writes to you for it before anything is signed.

A question at this stage is not a bad sign. It is far cheaper than a decision taken on a misreading.

6.4 Step 5.2 — You sign the questionnaire

Once your handler and the administrator have both validated the questionnaire, it is sent to you for signature, on its own, before any proposal. Your signature confirms that what we will work from — names, shareholding, activity, capital — is what you meant. Everything we draft afterwards rests on it.

Two messages reach you a few minutes apart:

1. a message from **info@loonshing-consultants.hk** telling you that the questionnaire is coming for signature and why;
2. a message from **DocuSign** with the link. You review the questionnaire in your browser and sign its **confirmation page**, placed just before the back cover. It takes a few minutes; nothing is printed.

DocuSign then sends you the signed copy for your records, with its certificate of completion. We acknowledge receipt, and the signed questionnaire is filed in your matter — you will find it in your client space once it opens.

Our engagement proposal is sent only after we have received your signed questionnaire. If a point of the questionnaire should be corrected before you sign, do not sign it: reply to our message saying what changes, and we amend the questionnaire and send it again. A signed questionnaire with a wrong line in it is a wrong line in a deed.

7. Steps 6 and 6.2 — Our decision, and the Letter of Engagement

With the signed questionnaire and Part 1 of the due diligence in hand, the administrator and the handler take a decision. There are two outcomes, and you are told which within the time we announced. The signature that follows an acceptance is a step in its own right — step 6.2 — because nothing moves until it is complete.

7.1 Step 6 — If we accept

You receive a letter that says so, our **Letter of Engagement**, and an invitation to a **video call** with several slots to choose from. The call is not a formality: it usually takes forty minutes, it is where the structure is discussed openly, where you can ask what a filing really involves, and where we can tell you what we think of the plan — including where we would do it differently. The letter is meant to be discussed rather than merely signed.

The Letter of Engagement is drawn up in English or in French, as you prefer. It states:

- the **purpose of the assignment**, structured in phases — what each phase covers, its fee, and where relevant the condition on which it is engaged;
- the **agreed services**, listed in Appendix 1 with our service codes and the time we expect to spend;
- the **agreed fees**, in Appendix 2 — the currency, the deposit, the balance and the terms of payment;
- the **services not included**, and the **disbursements** to be expected — official fees, sworn translations, legalisations, electronic signature, bank charges — re-invoiced at cost, with the official fees known at the date of the letter;
- the **deposit**: 70% of the agreed fees by default, which the letter may set between 50% and 100% according to the nature and duration of the matter, invoiced upon signature — the assignment starts on its receipt;
- the **Services General Agreement**, attached as Appendix 3, which governs everything the letter does not.

The proposal is valid for the number of days stated in our covering message.

7.2 Step 6 — If we decline

We are free to decline a matter, and we do not have to give reasons. Where we decline:

- **nothing is due** and no invoice is issued;
- your file is archived and the personal data you communicated is **destroyed within six months** — sooner if you ask us;
- nothing is passed to a third party.

A decline is not a judgement on you or on your project. It may mean the matter falls outside what we do, that a conflict of interest exists, or that our due diligence obligations are not satisfied — and in the last case we are sometimes not permitted to say more.

7.3 Step 6.2 — Signature by both parties

Everything is signed through **DocuSign**, in a single envelope of two documents, and nothing is printed. The envelope holds, in this order:

1. the **Letter of Engagement** with its three appendices — Appendix 1 (the agreed services), Appendix 2 (the agreed fees) and Appendix 3, the **Services General Agreement** reproduced as published. You sign the letter and Appendix 2, and you initial every page;
2. the **special power of attorney** — you sign it as principal and initial every page.

As with the questionnaire, a message from info@ announces the envelope and the DocuSign message follows with the link. **You sign first**, initialling each page; where you sign for a company, your company chop goes in the stamp box beside your signature. We countersign as soon as your signature is received, and DocuSign sends the fully executed set, with its certificate, to both of us.

The special power of attorney deserves a word. It authorises Lo On Shing, for this project and no other, to deal on your behalf with the external professionals it involves — lawyers, accountants, auditors, notaries, translators, banks, registered agents — to pass them the information and documents you have given us, to instruct them, and to settle their fees and the official charges from the sums you have entrusted to us. Without it, every exchange with a local professional would need your signature.

The matter does not move to the next step until **both** signatures are in. If the letter needs amending before you sign it, say so rather than signing and asking afterwards — an amendment before signature is a paragraph, after signature it is an addendum.

Three things follow the second signature, within a day or so: our confirmation, with the executed set; the e-mail introducing your **Matter Handler**; and the deposit invoice, with the request for your documents — step 7.

8. Step 7 — The deposit invoice, your documents, and your client space

Once both signatures are on the Letter of Engagement, and only then, we write to you. That letter carries three things at once: the deposit invoice, the request for your supporting documents, and the opening of your client space. It is worth reading twice: it is the step at which most of the calendar is won or lost.

8.1 The deposit invoice

The deposit provided for in your Letter of Engagement — 70% by default, between 50% and 100% as the letter states — is invoiced upon signature, as clause (6) of the letter provides. The invoice is raised through **Xero**, our invoicing system; it carries your matter number, the phase it corresponds to, and the payment period. It reaches you attached to our letter and, separately, as an online invoice from Xero that you can pay from your browser. Chapter 15 covers fees and the ways to pay.

Drafting begins when the deposit is settled and the file is complete, and not before. The letter says so in as many words. It is the third of the five fixed points of a matter. Settling the deposit early, while your documents are on their way, is the simplest way to save time.

8.2 What the letter asks for

Two things at once, travelling by two different routes:

1. the **PDF scans** of your supporting documents, uploaded to your client space — scans are enough for the examination to begin;
2. the **notarised and legalised (or apostilled) originals**, posted to the address of the jurisdiction of your matter — Hong Kong SAR, Guangzhou, or Đồng Nai Province, as the case may be. The full address, and the name of the correspondent who will receive them, are in the letter.

The scans are what lets the examination and then the drafting begin. The originals are what the registry will eventually receive. Both are needed, and the originals travel slowly: posting them early costs nothing and saves weeks later.

8.3 What we ask for

It varies with the structure, but as a rule:

- for each **individual** — passport or identity document, proof of residential address of recent date (less than 3 months old), and a curriculum vitae or a short professional description;
- for each **corporate shareholder** — certificate of incorporation, constitutive documents, current register of shareholders and officers, an organisation chart of the ownership chain up to the ultimate beneficial owner(s) (UBO), and the same documents for the individuals behind it, up to the beneficial owners;
- on the **project itself** — the origin of the funds to be invested, and any authorisation already obtained or applied for.

Where a matter concerns a married investor under a community-property regime, or an investment made through a trust or a foundation, further documents are needed; your handler will say which. The appendix to this guide gives an indication by jurisdiction, so that you can begin gathering before the letter arrives.

8.4 The form of the documents matters as much as the content

The competent authorities keeping the company registers do not accept photocopies. For a filing in Mainland China or Vietnam, and for several filings in Hong Kong, corporate documents must be **notarised** (certified true copies) and then **legalised** — or **apostilled**, where your country and the receiving country are both party to the Apostille Convention. A document in the wrong form is not a delay of days; it is the whole notarisation chain begun again in your own country, which is where the weeks go.

This is why the letter tells you the exact form required **before** you have anything prepared. When in doubt, send us the draft wording your notary proposes and we will confirm it in writing.

8.5 How to send them

Scans go to your client space, under **Documents & KYC**. Originals go by post, to the address given in the letter. **Do not post anything before receiving that letter** — the address depends on the jurisdiction of your matter, and a package sent to the wrong one is a package to find again.

Never send identity documents as an e-mail attachment. The client space exists so that they travel once, to one place, under your own credentials.

8.6 Your client space opens

With that letter, or just before it, you receive an **invitation** from info@ with a personal link. It is valid for **48 hours**: you follow it, you choose your password, and you set up your second factor — an authenticator application, or a code sent by e-mail. From that moment the space is where your documents go, where you see what is still outstanding, and where the signed documents and the finished set are placed. Chapter 14 explains how it works, and what to do if the link has expired.

9. Step 7.2 — Client due diligence (KYC), Part 2

When the upload to your client space is complete, the second part of the due diligence opens. It is no longer the questionnaire that is examined but the documents themselves — what you declared and signed, now evidenced.

9.1 What Part 2 examines

- that each document is **the one asked for**, current, and legible in full — edges, stamps and endorsements included;
- that the **form is right**: notarisation and legalisation, or apostille, done where they are required and by the right authority;
- that the documents **agree with the questionnaire** — a name as it is spelled in the passport, a shareholding to the exact percentage, an address as the registry will hold it;
- that the **chain of ownership** ends, on paper, at identified individuals;
- that nothing in the file **contradicts** what we were told, or what a public source says.

9.2 Three ways out

Outcome	What follows
The file is complete and consistent with the questionnaire	The matter moves to step 8: drafting begins as soon as the deposit is settled — at once, if it already is.
Something is missing, is in the wrong form, or a minor inconsistency with the questionnaire is found	Your handler writes to you naming exactly what is missing and in what form it is needed. The matter waits there — it does not go backwards, and nothing already done is lost.
We decline at this stage	It happens, and rarely. The deposit, if it has already been paid, is refunded, less any disbursement already committed on your behalf; your file is archived and the personal data destroyed within six months, sooner if you ask us; nothing is passed to a third party.

A decline at Part 2 does not mean we doubt you. Our obligations are sometimes satisfied only by a document that does not exist in your jurisdiction, or that an authority will not issue — and in some cases we are not permitted to say more than that we cannot proceed.

9.3 How long it takes

Part 2 is measured in days, not weeks, once the file is complete. What takes time is almost never our reading: it is the preliminary checks your handler makes, anonymously, with the competent authority, to find out whether a given defect in a document can be cured in the light of its practice. That is the reason the appendix exists, and the reason we say to start gathering early.

10. Step 8 — The drafting of the deeds and forms

10.1 When it begins

Drafting begins when two conditions are met, in whichever order they come: the deposit is settled, and Part 2 of the due diligence (KYC) has confirmed that the file is complete. Your handler tells you when it starts, and your client space shows it.

10.2 What is drafted

Drafting starts from your signed questionnaire — which is why the questionnaire matters as much as it does. Depending on the jurisdiction and the structure, a matter produces:

- the **constitutive documents** — articles or memorandum and articles of association, the charter, the joint-venture contract where there is one;
- the **resolutions and appointments** — first resolutions, appointment of directors and legal representative, registered office, financial year;
- the **administrative forms** required by the receiving authority;
- the **letters and consents** the file needs — spouse's consent, address for service, acceptance of office;
- the **machine translations** of anything drafted in Chinese or Vietnamese.

Documents are produced in Word (.docx) for review, and issued as PDF once settled.

10.3 The business scope

What a company is permitted to do is not written freely. Each jurisdiction has an official nomenclature, and the scope written into the constitutive documents has to be expressed in its terms:

Jurisdiction	Official nomenclature
Mainland China	Industrial Classification for National Economic Activities (国民经济行业分类), GB/T 4754-2017, together with the standard scope wordings published by the State Administration for Market Regulation
Hong Kong SAR	List of Code and Description of Business Nature, as used by the Companies Registry and the Inland Revenue Department
Vietnam	Vietnam Standard Industrial Classification (Hệ thống ngành kinh tế Việt Nam), VSIC, Decision 27/2018/QĐ-TTg

From the activities you described in your own words, we propose the corresponding entries of the applicable nomenclature. You see the proposal, with the code and the official wording beside your own description, and you keep or reject each one. The proposal is a starting point for the discussion, not a decision made for you.

A scope drawn too narrowly has to be amended the first time the company does something adjacent, and an amendment is a filing. A scope drawn too widely can attract special licensing requirements you did not intend, and in Mainland China it can delay the registration itself and add to the budget you must allow for. Your handler will tell you where the line sits for your activity.

10.4 Administrative forms are never altered

Where a form is published by an authority, we complete it as published. We do not modify it, we do not redraw it, and we do not produce a tidier version of it. A form that has been altered is refused, and rightly so.

The blank forms we use are obtained from the authority itself, and Agent LOS verifies at least every 90 days that the edition we hold is still the one in force. User Guide No. 2 lists them.

10.5 Machine translations

You will be asked to sign documents drafted in Chinese or in Vietnamese. So that you can read what you are signing, we provide a machine translation of each of them.

- It carries a **blue banner** at the head of every page and a notice at the foot saying plainly what it is.
- The **target language is chosen for your matter** — English or French as a rule, and we ask rather than assume.
- The translation is a **separate document**. The original is appended behind it, untouched.
- **In case of discrepancy the original governs**, and it is the original that is filed and that you sign.

10.6 Review

Drafts come to you for review before anything is signed or filed. Read them against the facts, not only against the language: a name spelled as in the passport, a shareholding to the exact percentage, an address as the registry will hold it. Those are the errors that are expensive to correct after filing.

Where something is missing, your handler comes back to you for it. Where something has changed since the questionnaire — an officer, an address, a shareholding — tell us at once. A filing made on superseded facts has to be redone.

11. Step 9 — Delivery of the set

When the deeds are settled, the whole matter is issued as a single PDF file, built in a fixed order so that it can be filed and found years later:

1. a **front cover** carrying the matter number and the company;
2. a **table of contents**;
3. the **deeds and forms**, in the order in which they are signed and filed;
4. the **machine translations**, each behind its original;
5. one page of **signing instructions** — who signs what, where, which pages are initialled, and which documents require an original wet signature rather than a scan;
6. a **back cover**.

The set reaches you by e-mail from your handler and is placed in your client space, under **Deeds & translations**, where it remains available to you.

Delivery is not the end of the matter. The balance is invoiced at step 10; its settlement, and the return of the signed originals, are what release the filing with the authority.

Read the signing instructions before signing anything. The number of counterparts, the type of pen (fountain, rollerball, and so on), the colour of the ink, and whether a signature must be witnessed are not details in these jurisdictions — a registry that receives one counterpart where it expects three returns the whole file. Should anything need correcting, tell us before you sign: a correction costs a few minutes at this stage, and a new filing later on. We can also arrange, at any time, a video call dedicated to the signing session.

12. Step 10 — Invoice no. 2

The set has been delivered and the deeds are settled. What remains is the balance of the fee, and the filing itself.

12.1 The second invoice (where payment is staged)

Invoice no. 2 covers the balance of the fee provided for in your Letter of Engagement, together with the disbursements incurred — government and registry charges, notarisation and legalisation, translation, courier, and the fees of the local professionals engaged on your matter. Disbursements are passed on at cost, against supporting documents, and shown separately from our fee.

It is raised through **Xero**, like the first, and it carries the same matter number. Where the deposit was set at 100%, there is no fee to invoice at this step, and only the disbursements appear. Disbursements may, in some cases, be invoiced at the end of the matter.

12.2 Filing follows payment

The application file is filed with the authority once invoice no. 2 is settled. This is the fourth of the five fixed points, and it is the one that most often surprises: a set of signed deeds is not a registered company. Between the two there is a filing, and the filing follows the payment.

There is a practical reason as well as a commercial one. Several of the charges due on filing are payable by us or by your handler, on your behalf, at the moment of filing — a registry will not open a file and invoice for it later.

13. Steps 11 to 14 — Filing, registration, post-registration formalities, and the close of the matter

13.1 Step 11 — The filing

Once invoice no. 2 is settled and the signed originals are back with us — the fifth fixed point — your handler files the application. Who receives it depends on the jurisdiction:

Jurisdiction	Filed with	Through
Hong Kong SAR	The Companies Registry, and the Inland Revenue Department for the business registration	Lo On Shing directly
Mainland China	The Administration for Market Regulation (AMR) of the place of registration	The local law firm
Vietnam	The Department of Finance of the province — the investment registration certificate (IRC), then the enterprise registration certificate (ERC)	The local law firm

Your handler tells you the date of filing and the reference the authority gives. From that point the timetable is the authority's, not ours: we follow it, we answer any query it raises, and we tell you at each turn where the file stands. Where an authority raises an objection or asks for a further document, we say so at once, with what it will take to answer it and what it will cost, if anything.

13.2 Step 12 — Registration obtained

The certificate of incorporation (Hong Kong), the business licence (Mainland China) or the enterprise registration certificate (Vietnam) is issued. Your handler sends you the scanned certificates the day they are in, and two things follow:

- your **company appears in your client space**, under **My companies**, with its registration particulars and its **calendar of statutory deadlines** — annual return, business registration renewal, tax filings, audit — drawn from the official calendar of the jurisdiction and checked by your consultant. You are reminded by e-mail 30 days and 7 days ahead of each date;
- the **certificates** are added to your set of deeds, under Deeds & translations.

13.3 Step 13 — The post-registration formalities

These formalities vary with the jurisdiction and with the scope of your Letter of Engagement. Those that fall within the engagement, we carry out or coordinate; for the others, we give you, with the certificates, a note that sets them out and tells you which apply to your company. The main ones are:

- **Hong Kong** — annual renewal of the Business Registration Certificate, keeping of the Significant Controllers Register, enrolment in the Mandatory Provident Fund (MPF) and employees' compensation insurance from the first hire, the first Profits Tax return, and the annual audit of the accounts;
- **Mainland China** — carving of the company's official seals, tax registration with the tax administration, registration with the State Administration of Foreign Exchange (SAFE) for contributions in foreign currency, enrolment in social security and the housing fund, then periodic bookkeeping and tax filings;

- **Vietnam** — carving of the company seal, tax registration with the setting up of electronic invoicing and a digital signature, contribution of the subscribed capital within 90 days of registration, enrolment in labour and social insurance, and, according to the activity, obtaining the required sub-licences.

The bank account, where your Letter of Engagement provides for one, is opened at this stage. The procedure and the documents the bank asks for are set out in a note that comes with the certificates; we follow the progress with the bank and keep you informed. Opening an account rests, in the end, with the bank, which keeps the decision to accept the relationship.

13.4 Step 14 — The close of the matter

When the registration and the bank account are in place, the engagement is completed in accordance with the Letter of Engagement. You receive:

- the **e-book of the matter** — the complete archive set, with its cover page, its table of contents and every exhibit, as a single PDF;
- the **originals, seals and company kit**, handed over or posted under sealed cover to the address you confirm, with a **letter of transmittal** on our letterhead listing what it contains;
- a note giving your **contacts for day-to-day administration and for the annual audit** — the local professionals who will look after the company from now on, each in their own name.

The matter is then archived. Your client space keeps the company and its calendar, and remains open to you. Should you engage us again — a second company, a change of officers, a work permit — a new matter is opened, with its own number, and the path begins again at the point that applies.

14. Your client space

14.1 Your access is opened by invitation

There is no sign-up form. Your access is opened with your file, at step 7: you receive an invitation from **info@loonshing-consultants.hk** with a personal link, valid for **48 hours**. Following it, you set two things:

1. your **password** — at least 12 characters, mixing at least three of: capitals, small letters, digits, punctuation. It is yours: we never see it and never ask for it;
2. your **second factor** — an **authenticator application** (Microsoft Authenticator, Google Authenticator, or the Passwords application on an iPhone), set up by scanning a QR code, or, failing that, a **code sent to your e-mail address** at each sign-in.

Access is personal: it is granted to a named individual and it opens the matters granted to that individual, and nothing else. If the link has expired, write to us and we issue a new one.

14.2 Who the space is for — you, or your company's team

A client space belongs either to an individual or to a company. A company's space is run by a **Team Administrator** — the company's legal representative, or a person the legal representative appoints for the purpose.

Where the Team Administrator is not the legal representative, we send a short **power of attorney** to the legal representative's e-mail address, to be signed through DocuSign — signature, date, and the **company stamp** (required for a Mainland China or Vietnamese company, optional elsewhere). It names the administrator and the powers granted: to follow the matters, upload and certify documents, receive our correspondence and invoices, and invite or remove **Team Members**, who then see only the matters assigned to them. It is governed by the law of the company's country of incorporation, not that of Hong Kong.

Until that power of attorney is signed, the space is **created but held**: the modules are visible but suspended, and only **Messages** and **My Account** stay open — so you can reach us and complete your profile in the meantime. As soon as the signed power of attorney reaches us, the space opens in full.

14.3 Signing in

The client space is reached from **Client access** on our website. Signing in takes two steps, every time: your e-mail address and your password, then the current six-digit code from your application, or the code just sent to your e-mail address. Ticking **Remember this device** on a computer you trust keeps the second step away for 30 days on that device; do not tick it on a shared or borrowed machine.

A session ends after 30 minutes without activity, and after 12 hours in any case. After five wrong passwords the account is held for 15 minutes.

The code from an authenticator application is generated on your telephone and never travels — there is nothing for anyone to intercept. A code sent by e-mail can be, which is why the application is what we recommend, and e-mail the fallback.

14.4 What you find there

Module	What it holds
Overview	Where each of your matters stands, what is awaited from you, and what happens next.
My matters	Your matters, step by step, with the letters exchanged and the dates.
Documents & KYC	The documents asked for, those you have uploaded, and what is still outstanding; below it, Signatures — the questionnaire and the Letter of Engagement as signed, with their certificates — and Deeds & translations , the set of deeds and, later, the certificates.
My companies	Once registered: each company with its particulars and its calendar of statutory deadlines.
Messages	Your exchanges with your handler, in one place.
My Account	Your profile, your security settings — password, second factor, remembered devices — your team, and Billing : your invoices, their payment status, and the way to pay them.

14.5 Uploading documents

Upload scans as PDF where you can, one document per file, named so that a person can tell what it is — *passport – Jean Dupont.pdf* rather than *scan_0043.pdf*. A legible scan of a whole page, edges included, saves an exchange; a photograph taken at an angle in poor light usually costs one. Your handler is told when your documents arrive; there is no need to e-mail as well.

14.6 Security, and what to do if something goes wrong

- Use a password you use nowhere else, and change it — under My Account, Security — if you have any doubt.
- Sign out after each use, and always on a shared or borrowed machine.
- Every sign-in, every consultation and every action in the space is recorded.
- Your documents are held on cloud infrastructure under our exclusive control — we alone decide who is granted access, and we alone hold the means of decryption. Part of that infrastructure sits outside Hong Kong, and engaging us carries your consent to that. User Guide No. 2 sets it out in full.
- **If you think someone else has your password, or you have lost the telephone that generates your codes, write to info@loonshing-consultants.hk at once.** We will suspend the access and re-establish it with you. We would far rather suspend an account for nothing than leave a matter open.

We may also suspend an account ourselves where our terms are breached or where security requires it. If we do, we say so and we say why.

14.7 If you cannot sign in

- **Password forgotten** — there is no self-service reset, by design: the *Forgot password?* link on the sign-in page writes to us. We check with you and issue a new 48-hour access link, from which you set a new password and, if you wish, a new second factor.
- **Code refused** — check that the clock on your telephone is set automatically. An authenticator code depends on the time, and a telephone a minute out produces codes that are always wrong. A code sent by e-mail is valid for ten minutes.
- **New telephone** — write to us; we issue a new access link and you enrol the application again.
- **Account held** after several wrong attempts — wait 15 minutes and try again, and write to us if the attempts were not yours.

15. Fees, invoices and refunds

This chapter is a summary. What binds us is your Letter of Engagement with its appendices, the Services General Agreement, and the page **Pricing, Payment and Refunds** on our website.

15.1 How fees are set

Every matter is quoted individually in its Letter of Engagement, phase by phase. There is no subscription and no automatic renewal. Fees are quoted exclusive of any tax that may be payable, in the currency stated.

Disbursements are not fees. Government and registry charges, notarisation and legalisation, sworn translations, electronic signature, courier, bank charges and the fees of local professionals are passed on at cost against supporting documents, and announced in the letter as estimates where their amount cannot be known in advance.

15.2 When payment falls due

- The **deposit** upon signature of the Letter of Engagement — 70% by default, between 50% and 100% as the letter provides — invoiced at step 7.
- The **balance** as the letter states — as a rule on delivery of the set of deeds, at step 10 — together with the disbursements incurred.
- **Disbursements** as they are incurred, or in advance where an authority requires payment before it will act.

15.3 How to pay

Each invoice reaches you as an **online invoice** issued by Xero, our invoicing system, and is also listed under **My Account — Billing** in your client space. From either you can:

- **pay online**, by card or through PayPal, from the invoice itself — the payment is matched to the invoice at once and your space shows it settled;
- **pay by bank transfer** to the account stated on the invoice, quoting the invoice number.

Fees are settled from an account in the name of the payer named in the Letter of Engagement, as the Services General Agreement provides. A payment arriving from a third party's account cannot be accepted without an explanation and, as a rule, supporting documents — it is one of the checks we are required to make.

15.4 If a matter stops

Situation	What happens
You withdraw before work begins	The deposit is refunded, less any disbursement already committed on your behalf.
We decline at Part 2 of the due diligence	The same: the deposit is refunded, less any disbursement already committed, and the file is archived.
A matter is interrupted after work has begun	Fees are earned as the work is performed. We account for the work done and the disbursements committed; the balance is refunded or invoiced. We tell you where the matter stands before you decide.
An authority refuses	No refund of the fees earned — the work was performed. We tell you what a cure would take, and at what cost, before doing anything further.
We decline after the questionnaire	Nothing is due, no invoice is issued, the file is archived and the personal data destroyed within six months.

Disputing an invoice. Tell us within thirty days of the invoice date, saying which item you dispute and why. We answer in writing; the undisputed part remains payable in the meantime.

16. Support and contact

One address reaches us for everything: **info@loonshing-consultants.hk**. It is monitored on business days in Hong Kong time, and messages are routed internally to the administrator and to your handler. Once your client space is open, the **Messages** module reaches your handler directly and keeps the exchange with your file.

16.1 What to put in your message

- your **matter number**, if one has been given;
- the **jurisdiction** concerned;
- what you are asking for, in a sentence, at the top rather than at the bottom;
- for a problem with the client space: what you did, what happened, and which browser and device you were using.

16.2 What not to send by e-mail

Never send passports, identity documents, bank details or passwords as an e-mail attachment — to us or to anyone else. E-mail is not a private channel. Your client space exists for exactly this, and until it opens, ask us and we will tell you how to send a document safely. **We will never ask you for your password**, by e-mail, by telephone or otherwise; a message that does is not from us.

16.3 Languages

We correspond in English and in French, and the Letter of Engagement is drawn up in either. Documents drafted in Chinese or Vietnamese come to you with a machine translation in the language chosen for your matter, as described in §10.5.

16.4 Accessibility

Our website and client space are built to work with keyboard navigation and with screen readers, and text can be enlarged in your browser. If you meet an obstacle, write to us describing the page, your device and browser, and any assistive technology you use — we will fix it and tell you when it is done.

17. Legal notices

This guide describes our practice. What governs our relationship is set out in the following documents, published on our website and available at any time:

Document	What it settles
Terms of Use and Services	The terms on which the website may be used and on which we accept a matter.
Services General Agreement	The contractual framework of every engagement: additional services, external and foreign consultants, conscience clause, liability, data. It is Appendix 3 to your Letter of Engagement.
Privacy Policy	How we handle the personal data of our clients and of those who contact us.
General Public Notice	How we handle the personal data of individuals named in a matter without being our client — officers, shareholders, beneficial owners.
Limitations of Liability	What we undertake, what we cannot guarantee, and where our responsibility ends.
Pricing, Payment and Refunds	How fees are set, when they fall due, and what happens if a matter stops.
Legal Notice	Who operates the website, and the regulatory information relating to it.

Where this guide and one of those documents differ, **the document prevails**. Where a document and your Letter of Engagement differ, the letter prevails for your matter.

These terms, and any engagement to which they apply, are governed by the laws of the Hong Kong Special Administrative Region.

Appendix — Documents to expect, by jurisdiction

An indication of what a straightforward incorporation calls for, so that you can begin gathering documents before we ask. It is not a complete list, and your handler will give you the exact one for your matter.

Hong Kong SAR

- Passport and proof of residential address for each director and shareholder.
- For a corporate shareholder: certificate of incorporation, constitutive documents, and current registers — certified as true copies.
- Three proposed company names, in English and, if wanted, in Chinese.
- Confirmation of the registered office and of the address for receiving legal documents.

Mainland China

- The same identity and corporate documents, **notarised and legalised** — or apostilled where applicable — in the country of origin.
- Bank reference or evidence of the origin of the funds for the investor.
- Lease of the premises, with the landlord's title to them and, where the premises are sublet, the owner's consent to the sublease.
- The intended business scope, which we will express in the terms of the official nomenclature.
- Identity documents and appointment of the legal representative, the supervisor and the directors.

Vietnam

- Identity and corporate documents, **notarised and legalised** — or apostilled where applicable — and translated into Vietnamese by a sworn translator.
- Evidence of financial capacity: bank statement or audited accounts of the investor.
- Lease or memorandum of lease for the project site.
- The investment project: activity, scale, capital, timetable, and where relevant the environmental and technological particulars.
- Passport of the intended legal representative, and the documents for a work permit where they will be resident.

Notarisation and legalisation are done **in your own country**, by your own notary and your own authorities. It is the part of the timetable we do not control, and the part that most often decides when a company is actually incorporated. Start it early.

services dedicated to
Foreign Direct Investments
in Asia

