

InvestHK roundtable meeting in Beijing on 22 April 2009

During the Law Society delegation's Beijing visit between 19 to 22 April 2009, Mr Junius Ho as Vice-President of the Law Society attended a roundtable meeting with more than 20 Beijing lawyers on 22 April 2009 and shared with them the experience in running a legal practice in Hong Kong.

The seminar was a conjoint event organized by the Invest Hong Kong, The Law Society of Hong Kong and the HKSAR Beijing Office. It turned out to be very successful. The topic of the seminar presented by Mr Junius Ho was '外地律師如何在香港設立法律事務所'. Contents of his talk focused on the ways in which how a foreign lawyer could register his professional status and set up a legal practice in Hong Kong. Details of the application procedures were explained to the audience and had stimulated the minds of the audience to raise a host of keen questions about the practice and which were all satisfactorily answered. Copies of the powerpoint and reference materials for the course are found in Appendix 1.

Photos of the seminar are also found in Appendix 2 for reference.

Serena Chan

25.4.2009

JH/csl

Admin/Articles/118/csl



香港特区政府投资推广署讲座
(2009年4月22日)

外地律师如何在香港设立法律事务所

by
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(香港律师会副会长)
何君柱，方燕翔律师楼合伙人

Ho Kwan Yiu
K. C. Ho & Fong



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大纲:

1. 香港律师会简介
2. 一般律师执业情况
3. 关于外地律师统计数字
4. 外地律师申请在港设立办事处与执业手续
5. 结论

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1. 香港律师会简介

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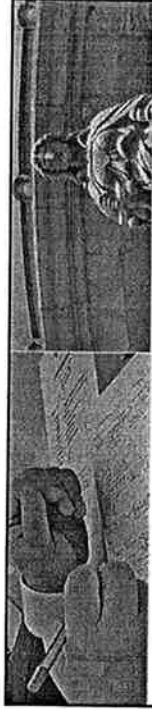
1.1 背景

- 香港律师会是香港事务律师的专业团体
- 于1907年注册为有限公司

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1.2 宗旨

- 维护香港事务律师的特点，地位及利益；
- 维持专业水准及操守；
- 执行有关纪律之法则及规定；
- 协助会员发展其业务；

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1.2 宗旨 (续)

- 确保准确地反映律师的意见；
- 为会员提供各项服务；
- 考虑所有涉及业界利益的问题，并代表业界推动法律及执业的改革

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1.3 功能

- 为本港律师发出周年执业证书，和处理外地律师行之登记事宜；
- 进行调查及向律师纪律审裁组陈述有关律师之专业操守；
- 安排及维持强制性专业赔偿计划

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1.3 功能 (续)

- 如发现律师不诚实、故意延误个案进度、破产、死亡或遭遇其它意外，本会有权干预该律师行之日常运作；
- 为律师及实习律师之专业操守和教育订下规则

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2. 一般律师执业情况

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2.1 香港律師事務行業概況 (3.2009)

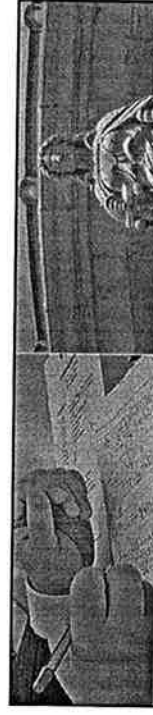
- 現時全港有718間律師事務所，當中：
 - 有2至5位合伙人的有321所；
 - 約45%是獨資所，55%是合夥所。
- 在6,155位註冊執業律師或會員中，
 - 合伙人：1,719位；
 - 獨資創辦人：325位；
 - 實習律師：754位。

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2.1 香港律師事務行業概況 (3.2009) (續)

- 在香港獨資經營的律師事務所所有325所；
 - 合夥經營所的有383所。
 - 有6至10位合伙人的有39所；
 - 有超過10位以上合伙人的有33所。

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3. 关于外地律師统计数字

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• 截至2009年3月31日，本港有72间注册外地律师行，分别来自不同的司法管辖区

美国	29	中国内地	10
英格兰及威尔斯	7	瑞典	3
德国	3	法国	3
加拿大	3	英属维京群岛	3
菲律宾	2	开曼群岛	2
百慕达	2	荷兰	1
瑞士	1	马来西亚	1
日本	1	意大利	1
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4. 外地律师申请在港设立办事处与执业手续


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4.1 外地律师行申请成立及登记规条


- 所有律师行必须遵守法律执业条例及附带的法规
- 自1994年9月9日起，根据《法律执业者条例》及《外地律师注册规则》的规定，在港的外地律师及外地律师行必须向律师会注册，才可提供其所属国家之法律意见，亦能在专业范畴所及之情况下，提供与第三个国家司法制度有关的法律意见。

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- 所有有意在香港执业的合伙人或其独营执业者均为外地律师的律师行；
- 有意在注册后的2个月内，在香港设立一个营业地点的律师行以从事外地法律执业或外地法律咨询业务。

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- 凡一間律師行有意在港註冊為外地律師行，但沒有在其註冊後2個月內在香設立一個營業地點，律師會則可取消該律師行的註冊。
- 註冊的外地律師行只能够提供与其所属的司法管辖区的相关法律服务,并不能提供香港法律服务。

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- 外地律師行不得接受一名持有香港執業資格的律師加入為合夥人，亦不得雇用持有香港執業證書的律師或大律師。
- 有意在港註冊的外地律師行在符合某些條件下可用其海外律師行的名稱在港註冊。

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4.2 相关条例及规则：

- 法律執業者條例 1994, 第 39B 條 及第 50B 條
- 外地律師註冊規則 第 2, 6, 7, 9, 10 及11條
- 外地律師註冊(費用)規則 第2條

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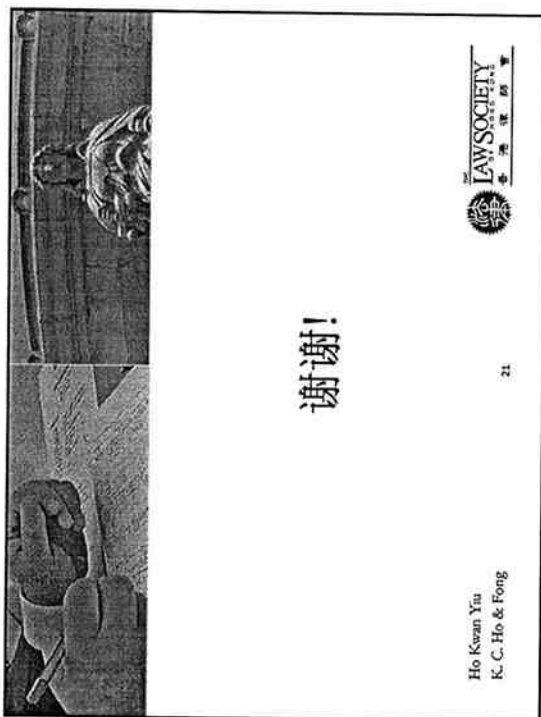


4.3 外地律師在香港設立法律事務所 申請流程图

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外地律师在香港设立法律事务所 申请流程图

所需时间	步骤及项目		文件	条例
一般在提交申请表格前 4 个月	<u>一般数据</u>			
	<u>准备工作</u>	<ul style="list-style-type: none"> • 律师行名称 • 办公室租约 • 职员-雇用合约 • 办公室设备-租用合约 • 良好声誉证明书 • 预算 		
第一日	<u>注册为外地律师行和律师</u>			
	<u>所需文件</u> <ol style="list-style-type: none"> 1. 外地律师行申请表格 2. 外地律师申请表格 3. 律师«专业弥偿»保险文件 (外地法律执业) 4. 外地律师的良好声誉证明书 5. 外地律师行的良好声誉证明书 6. 附信+总公司发出的财政支持证明 7. 律师行发出的证明信, 证明申请者符合条例要求 8. 注册外地律师行费用为港币\$35,000 元 注册外地律师费用为港币\$10,000 元 		附件(一) 附件(二) 附件(三) <u>附件(四)</u> 附件(五) 附件(六) 附件(六) <u>附件(十)</u> -PRC	附件(七)-FLRR R6 & R7 附件(八) -FLPR 附件(九)-LS Cir 06-350 (COM) PIS
第三日	<u>符合«外地律师执业规则»的标准</u>			
视乎香港律师会属下的审批委员会的要求	<u>(律师行)</u> <ol style="list-style-type: none"> 1. 海外律师行提供与<u>其所属的司法管辖区的相关法律服务</u> 2. 在过去 5 年内的任何时间曾从事法律执业的每个司法管辖区的外地律师行, 均有<u>良好声誉</u> 3. 律师行其中一名成员有意来香港执业, 必需要满足下列条件: <ol style="list-style-type: none"> (1) 合伙人 (2) 不少于 24 个月的全职工作 (3) 多于 5 年执业经验 	<u>(律师)</u> <ol style="list-style-type: none"> 1. 海外律师提供与<u>其所属的司法管辖区的相关法律服务</u> 2. 在过去 2 年内的任何时间曾从事法律执业的每个司法管辖区合伙人, 均有<u>良好声誉</u> 3. 律师«专业弥偿»规则. 		FLRR- 律 师 行 R7(1)(a)(iii) FLRR R6-律师

THE LAW SOCIETY OF HONG KONG

FOR OFFICE USE ONLY

Application No: _____

Date received: _____

Fees received: _____

APPLICATION FOR REGISTRATION AS A FOREIGN LAW FIRM

Applicant should read the "Information for Registration of a Foreign Law Firm" before completing this Form

PART A - INFORMATION ABOUT THE PROPOSED REGISTERED FOREIGN LAW FIRM

1. Proposed Name: _____

(in Chinese): _____

2. Proposed Address: _____

3. (a) Intended Date of Establishment: _____

(b) Action taken or being taken by the proposed firm to comply with the intended date of establishment referred to in (a) above. For actions being taken, please set out a timetable for their completion to cover a period not greater than 3 months from the date of application:

4. The law of the following Jurisdiction(s) will be practised by the firm:

5. All resident partners / The sole practitioner of the proposed firm:

Name (surname first)	Passport (Place of Issue & No.)	Hong Kong I.D. No. (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. The proposed firm intends to employ the following registered foreign lawyers:

Name (surname first)	Passport (Place of Issue & No.)	Hong Kong I.D. No. (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART B - INFORMATION ABOUT THE APPLICANT (THE APPLICANT IS THE INTENDED SENIOR RESIDENT PARTNER OR THE SOLE PRACTITIONER OF THE PROPOSED FIRM)

7. Name: _____
(surname) (other name)
8. Name of Employer (if any): _____
9. Address of Employer (if any): _____

10. Correspondence Address: _____

11. Tel No.: _____ Fax No.: _____
(Please indicate if the telephone no. and fax no. are in countries other than in Hong Kong)

PART C - QUALIFICATION FOR REGISTRATION

12. **TO BE COMPLETED IF THE PROPOSED FIRM IS A BRANCH OF AN OVERSEAS FIRM**

a. **INFORMATION ABOUT THE OVERSEAS FIRM**

- i. Name of the overseas firm is: _____

- ii. Principal place of business is: _____
 (Address in full) _____

- iii. No. of Partners: _____
- iv. No. of other qualified staff: _____
- v. Names of the partners in the head office who will be resident partners of the proposed firm

If you answer "No" to any of the questions in this Part, full particulars should be given in a separate sheet.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| b. Is the overseas firm lawfully carrying on the practice of law in its foreign jurisdiction? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Is the overseas firm in good standing in every jurisdiction in which it has at any time within the past 5 years carried on the practice of law? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Is there at least one of the partners of the firm who intends to practise in Hong Kong who:- | | |
| i. is a partner in the overseas firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. has, at the date of the application for registration, been associated on a full-time basis with the overseas firm for the immediately preceding period of 12 months and had, during the 4 years immediately preceding the commencement of that period, been so associated with the overseas firm for an additional period of not less than 12 months? and | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. has been in the practice of the law for not less than 5 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| e. (i) Will the overseas firm provide financial and logistical support to the proposed firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) If so, will the overseas firm advise the Law Society if the situation changes? | <input type="checkbox"/> | <input type="checkbox"/> |

Please enclose an original letter issued by the relevant Law Society or Governing Body confirming the facts in 12b, c and d above. Please enclose an original letter issued by the overseas firm confirming the answer to 12(e) above.

13. TO BE COMPLETED IF THE PROPOSED FIRM IS NOT A BRANCH OF AN OVERSEAS FIRM

If you answer "No" to any of the questions in this Part, full particulars should be given on a separate sheet.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| a. Is each of the partners of the firm who intends to practise in Hong Kong of good standing in the foreign jurisdiction of which he is qualified to practise the law and in every jurisdiction of which he has at any time within the past 5 years practised the law? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Has each of the partners who intends to practise in Hong Kong been engaged in the practise of the law of a foreign jurisdiction in which he is qualified to practise for not less than 3 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Is one of the partners who intends to practise in Hong Kong of substantial reputation in the foreign jurisdiction the law of which he is qualified to practise, or in a jurisdiction of which he has practised that law during the preceding 5 years? | <input type="checkbox"/> | <input type="checkbox"/> |

Please enclose an original letter issued by the relevant Law Society or Governing Body confirming the facts in 13 a, b and c above.

PART D - PROFESSIONAL LIABILITY INSURANCE

14. The proposed firm will maintain a professional liability insurance policy for all the registered foreign lawyers with:

- a. Name of Insurer: _____
- b. Address of Insurer: _____

- c. Policy No.: _____

PART E - ACCOUNTANT'S REPORT

15. The firm's accounting period for the purpose of the Accountant's Report Rules will be-

From: _____ to _____ for every year.

DECLARATION OF APPLICANT

I, _____, DO SOLEMNLY DECLARE
THAT:

1. I am the applicant of this Application.
2. I wish # _____ to be registered with
the Law Society of Hong Kong as a foreign law firm to practise * _____
_____ law in Hong Kong.
3. I have personal knowledge of the information I have submitted in this Application, and
confirm that the information is true, accurate and complete;

and I make this solemn declaration conscientiously believing it to be true and knowing that it
has the same legal force and effect as if made under oath.

Declared before me at _____
_____, this _____ day of _____, 20 _____.

Notary Public, Commissioner for Oaths, or other person
authorised by the Oaths and Declaration Ordinance to take
declarations

Signature of the Applicant

Name of witness: _____

Please insert the name of the proposed firm.

* Please insert the jurisdiction on which this application is based.

APPLICANT'S UNDERTAKING AND AUTHORIZATION

I, _____, the applicant in this Application apply
for registration of * _____ as a foreign law firm
in Hong Kong. On behalf of the said foreign law firm, I will submit to the jurisdiction of the
Law Society of Hong Kong, and will comply with the *Legal Practitioners Ordinance*, the
Law Society Rules, the Practice Directions and the Hong Kong Solicitors' Guide to
Professional Conduct, I consent to permit the Law Society to make inquiries on the
information contained in this form of other lawyers, solicitors, governing bodies, etc.

Date

Signature of the Applicant

* Please insert the name of the proposed firm.

Personal Information Collection Statement

1. Your personal data collected using this form ("the data") will be used by the Law Society for the purposes of exercising its powers under the Legal Practitioners Ordinance and its subsidiary legislation (Chapter 159) and administering or enforcing the relevant provisions of the said Ordinance and its subsidiary legislation, and for any other legitimate purposes as may be required, authorized or permitted by law.
2. The data may be disclosed to relevant government departments and related organizations and to persons in the Law Society with responsibility for carrying out the purposes mentioned in paragraph 1 above.
3. You have a right to request access to and correction of the data. Any such request should be addressed to the Secretary General, the Law Society of Hong Kong, 3/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

CONFIRMATION

**PROFESSIONAL INDEMNITY INSURANCE
FOR REGISTERED FOREIGN LAWYERS**

We confirm that the professional indemnity insurance for _____
(Name of Firm)
_____ complies with Rule 6(1) of the Foreign Lawyers

Registration Rules, namely,

- i) the registered foreign lawyers of the firm are entitled to be indemnified for not less than HK\$10 million in respect of each and every claim (inclusive of costs) with no aggregate limit; and
- ii) indemnity is provided against loss occasioned by the fraud or dishonesty of the employees of the firm other than that occurring as a result of recklessness or dishonesty or a fraudulent act or fraudulent omission by the principal in the conduct or management of the practice.

Name of Insurance Company

Signature of the Resident Partner

Company Chop & Authorized Signature
of Insurance company

Company Chop of Foreign Law Firm

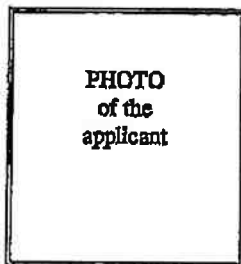
Name & Title of Authorized Signatory
of Insurance Company

Date

****Encl: a complete set of the policy of insurance****

Form FL

THE LAW SOCIETY OF HONG KONG



FOR OFFICE USE ONLY
Application No.:
Date received :
Fees received :

APPLICATION FOR REGISTRATION AS A FOREIGN LAWYER

Applicant should read the "Information for Registration as a Foreign Lawyer" before completing this Form.

PART A - NAME AND IDENTIFICATION

1. Title : _____ (e.g. Mr./Mrs./Miss/Ms.)
2. Name :
Surname _____ Given Names in full (As stated on passport) _____
3. Date of Birth: _____
day month year
4. Place of Birth : _____
City/State Country
5. Passport : _____
Country/Place of issue Number Date of expiry
6. Citizenship: _____
Country
7. Hong Kong Identity Card No.: _____ (if any)
Please enclose a certified copy of your passport and Hong Kong Identity Card (if any)
8. State any changes of name, formal or informal, or other surnames or given names you have used, and when :

If the change in your name was made by a Court order, deed poll or marriage, attach a copy of the order. If not, please enclose a statutory declaration stating that the different names used refer to the same person.

PART B - ADDRESSES

9. Present Business Address : _____
(including Firm's Name, if any) _____
Fax No : _____ Telephone No : _____
10. Present Residential Address : _____
Fax No : _____ Telephone No : _____
11. Correspondence Address : _____

PART C - PROFESSIONAL STANDING AND EXPERIENCE

12. List Chronologically each Law Society or other governing body of which you are now, or ever have been a member.

Law Society or Governing Body	Address	Date of Call or Admission	Present Status		
			Active	Retired, honorary or non-practising	if ceased, date of cessation
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

13. State the jurisdiction on which the application is based : _____
14. Are you qualified to practise the law of the jurisdiction on which the application is based? Yes ☐ No ☐
- Please enclose a certified copy of your current Practising Certificate from that jurisdiction.
15. Do you have at least 2 years of post-qualification experience in the full-time practise of the law of that jurisdiction? Yes ☐ No ☐
16. Are you a member in good standing of that jurisdiction?
Yes ☐ No ☐

Please enclose a certified copy of your Certificate of Good Standing issued by the relevant Law Society or Governing Body. The Certificate of Good Standing is not valid for the purpose of this application if the date of its issue is more than 4 months from the date at the time received by the Secretariat of this Society. If you were admitted in more than one jurisdiction, you must submit a Certificate of Good Standing from each jurisdiction.

17. State your complete employment history whether as an employee or self-employed for the 10-year period* immediately preceding the date of this application:

Name of Law Firm or other Employer	Address	Position	The law of the jurisdiction in which you practised	Month & Year of Employment	
				From	To

* Please provide the reasons for any gap between periods of employment.

18. It is intended that you be employed :-
- (a) by a Hong Kong firm ☐
- (b) by a registered foreign law firm ☐
19. Have you ever been refused admission to, been disciplined by or been disbarred or struck off from membership in a Law Society or other governing body?
Yes ☐ No ☐
20. Have you ever resigned from a Law Society or other governing body in exchange for disciplinary proceedings not being taken against you?
Yes ☐ No ☐
21. Are you aware of any complaint or charge or disciplinary proceeding pending against you in your professional capacity, which has not yet come to the attention of your Law Society or governing body, which might result in disciplinary action being taken against you? Yes ☐ No ☐

PART D - PROFESSIONAL LIABILITY INSURANCE

The Council of the Law Society has resolved that with effect from 1 July 2006 the policy will be required to provide indemnity of not less than HK\$10 million in respect of each and every claim (inclusive of costs) and with no aggregate limit. Indemnity shall also be provided against loss occasioned by the fraud or dishonesty of employees of the firm other than that occurring as a result of recklessness or dishonesty or a fraudulent act or fraudulent omission by the principal in the conduct or management of the practice.

22. Name of Insurer: _____
23. Address of Insurer: _____
24. Policy No.: _____
25. Policy Period: From _____, _____ to _____, 20____.

[Under Rule 6 of the Foreign Lawyers Registration Rules, a foreign lawyer's Certificate of Registration shall be deemed to have been suspended if his or her

professional liability insurance coverage is discontinued or reduced. A foreign lawyer who has been issued a registration certificate has a continuing obligation to inform the Law Society of the cancellation of, or any significant change to, his or her liability insurance coverage.]

26. Limits of Liability:

(a) for each claim arising out of a single act, error or omission or a series of related acts, errors or omissions: HK\$ _____

(b) inclusive of costs? Yes ☐ No ☐

(c) aggregate limit nil Yes ☐ No ☐

27. Amount of deductible per claim: HK\$ _____

28. Does the insurance coverage extend to cover dishonesty and fraud committed by all employees of the firm? Yes ☐ No ☐

Please enclose with your application documentary evidence that you are insured as set out above for services rendered by you while acting as a foreign lawyer in Hong Kong.

PART E - GOOD CHARACTER

If you answer "yes" to any of the questions in this Part, give full particulars on a separate sheet, including the applicable dates, places, nature of acts or offence, and penalties.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| 29. Have you ever been convicted, in Hong Kong or elsewhere, of any crime or offence under a statute or ordinance punishable by imprisonment or a fine over HK\$5,000.00? | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Have you ever, or has any company or partnership of which you are or were a director, officer or employee, been the subject of bankruptcy proceedings? | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. Have you ever been disqualified as a director of a company? | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. Have you ever been a defendant in any civil action in which allegations of fraud, theft or misrepresentation were made against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 33. Is there, at the present time, a civil action or a civil judgment outstanding against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. Have you ever failed to obey a Court order? | <input type="checkbox"/> | <input type="checkbox"/> |

35. Have you ever been imprisoned for failing to obey a Court Order? ☐ ☐
36. Have you ever been denied, or had revoked, a licence or permit the procurement of which required proof of good character? ☐ ☐

PART F - REFERENCES

If you wish to establish a registered foreign law firm or will be employed in a registered foreign law firm which is not a branch of a firm whose principal place of business is outside Hong Kong, two references must be provided on the approved Law Society form:-

37. Names of Referees a) _____
Name _____
Address _____
Position _____ Telephone _____ Fax _____
- b) _____
Name _____
Address _____
Position _____ Telephone _____ Fax _____

PART G - FUTURE PLANS

38. If your application is approved, when do you intend to commence practising as a foreign lawyer in Hong Kong? _____
39. Address in Hong Kong:
- a) Name of Firm: _____
- b) Address: _____
- c) Telephone: _____
- d) Fax: _____
- e) Position: _____
(e.g. Registered Foreign Lawyer / Foreign Legal Consultant, etc.)

PART H - ASSOCIATE MEMBERSHIP

Do you wish to apply for associate membership? Yes ☐ No ☐

DECLARATION OF APPLICANT

I, (full name) _____, DO
SOLEMNLY DECLARE THAT:

1. I am the applicant described in this Application.
2. I wish to be registered with the Law Society of Hong Kong as a foreign lawyer to practise * _____ law in Hong Kong.
3. I have personal knowledge of the information I have added in completing this Application, and that the information is true, accurate and complete;

and I make this solemn declaration conscientiously believing it to be true and knowing that it has the same legal force and effect as if made under oath.

Declared before me at _____
City _____, this _____ day of
Country _____, 20 _____.

Notary Public, Commissioner, or other person
Authorised by the *Oaths and Declaration Ordinance*
to take declarations.

Signature of Applicant _____

Name in full _____

* Insert the jurisdiction on which this application is based

APPLICANT'S UNDERTAKING AND AUTHORIZATION

I, (full name) _____, the applicant in this Application apply for permission to practise as a foreign lawyer in Hong Kong. I undertake that, if permitted to act as a foreign lawyer in Hong Kong, I shall not offer any legal services which, having regard to all the circumstances of the case, can properly be regarded as a service customarily provided by a solicitor as defined under section 2(1) of the Legal Practitioners Ordinance (Cap. 159) in his capacity as such. I will submit to the jurisdiction of the Law Society of Hong Kong, and will comply with the *Legal Practitioners Ordinance*, the Law Society Rules, the Practice Directions and the Hong Kong Solicitors' Guide to Professional Conduct, I consent to permit the Law Society to make inquiries on the information contained in this form of other lawyers, solicitors, governing bodies, etc.

Date _____ Signature of Applicant _____

THE LAW SOCIETY OF HONG KONG

REGISTERED FOREIGN LAWYER

REFERENCE*

This letter must be completed by two of any of the following:

- (a) a member of the Law Society of Hong Kong
- (b) a member of the legal profession in the jurisdiction in which the applicant is admitted
- (c) a member of the judiciary in the jurisdictions specified in (a) or (b)

I, _____;
(Full name of character reference)

certify that:

1. I am a member in good standing of the _____
(Law Society or governing body)
2. I am well acquainted with _____
(Full name of applicant)
and have personally known him or her for _____ years;
3. he or she, in my opinion, is fit to practise in Hong Kong and has the necessary active practice experience.

Provide details of the applicant's work experience including the number of years and areas of practice, his or her fitness to practise and any other information you may think is relevant.

Date

Signature

Address

Telephone

Fax

* To be completed where the registered foreign law firm with which the applicant will work or establish is not a branch of a firm whose principal place of business is outside Hong Kong.

Fax

To [REDACTED]
 Company [REDACTED]
 Fax No. [REDACTED]
 From [REDACTED]
 Quote No. [REDACTED]
 Date 02.02.09
 No. of pages 2

Professional Indemnity Quotation

The Assured: [REDACTED]

Beazley Limited
 Suite 1703, Central Plaza
 18 Harbour Road, Wanchai
 Hong Kong
 Phone +852 2822 5033
 Fax +852 2810 0699
 www.beazley.com

Limit of Indemnity: HKD 10,000,000
 Policy Excess: HK\$250,000 each & every claim (cost inclusive)
 Retroactive Date: Policy Inception
 Policy Terms and Conditions: [REDACTED] PI Form
 Excluding any Claim arising out of any advice given / services performed pertaining to Hong Kong law
 Excluding any Claim arising out of any work undertaken outside Hong Kong
 Performance Exclusion
 Appointment Exclusion
 Policy Extensions: Libel & Slander
 Dishonesty of Employees
 Loss of Documents
 Reinstatement Clause
 Infringement of Copyright
 Premium: HKD 43,000

This quote remains open for 30 days.
 Beazley Limited reserves the right to vary any or all of the proposed terms at any time prior to acceptance. Premium payment due to Beazley Limited within 60 days from inception.

beazley



Direct tel: + [REDACTED]
email: [REDACTED]

beazley

[REDACTED]
on behalf of
Various Syndicates at Lloyd's

PROFESSIONAL INDEMNITY POLICY

PREAMBLE

In consideration of the Assured having made a Proposal to [REDACTED] (hereinafter referred to as the Underwriters) containing particulars and statements which are to be considered as incorporated in this Policy, and having paid the premium stated in the Schedule, Underwriters will indemnify the Assured in accordance with and subject to the limitations, terms and conditions and endorsements of this Policy.

INDEMNITY CLAUSE

Underwriters will, subject to the following limitations, terms and conditions and endorsements:

indemnify the Assured against any Claim which may be made against the Assured and notified to Underwriters during the Period of Insurance for actual or alleged breach of professional duty in the profession stated in the Schedule by reason of any negligent act, error or omission committed or allegedly committed by or on behalf of the Assured after the retroactive date stated in the Schedule.

COSTS AND EXPENSES

Underwriters also agree to pay all costs and expenses incurred in the investigation, defence or settlement of any Claim which falls to be dealt with under this Policy.

LIMIT OF UNDERWRITERS' LIABILITY

Provided always that Underwriters' total aggregate liability under this Policy shall not exceed the Limit of Indemnity specified in the Schedule in respect of all Claims (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all Claims) made against the Assured during any one Period of Insurance.

EXCESS CLAUSE

Provided further that Underwriters shall only be liable for that part of each and every Claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of any Claim) which exceeds the amount of the Excess stated in the Schedule.

For the purpose of this clause "Claim" shall also mean all Claims attributable to or arising out of the same cause or event.

If any expenditure is incurred by Underwriters which by virtue of this clause is the responsibility of the Assured then such amount shall be reimbursed to Underwriters by the Assured forthwith.

CLAIMS

All Claims made against the Assured which are attributable to or arise out of the same cause or event shall be regarded as one aggregated Claim and the Underwriter's total liability under this Policy for the aggregated Claim shall not exceed the Limit of Indemnity.

LEGAL PERSONAL REPRESENTATIVES

In the event of the death of any Assured Underwriters will, in respect of the liability incurred by the Assured, indemnify the Assured's legal personal representatives in the terms of this Policy provided that such legal personal representatives shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

EXCLUSIONS

This Policy will not indemnify the Assured against any Claim:

1. CONTRACTUAL LIABILITY

in respect of liability imposed upon the Assured pursuant to any contract if such liability would not have been imposed upon the Assured in the absence of any such contract; or for fines, penalties or exemplary damages of any description, or

2. LEGAL JURISDICTION

where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of Reciprocal Agreement or otherwise, or

3. EMPLOYERS LIABILITY

arising directly or indirectly from bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Assured under any contract of service or apprenticeship, or for any breach of any obligation owed by the Assured as an employer to any employee, or

4. PRIOR CIRCUMSTANCES

made against the Assured prior to the commencement of the Period of Insurance nor in respect of any claim(s) or circumstance(s) notified under any previous policy nor in respect of any claim(s) or circumstance(s) which might give rise to a Claim which was known to the Assured prior to the commencement of the Period of Insurance or which is stated on the proposal form, declaration or underwriting information being the basis of this insurance.

(This exclusion relates to the negligent act, error or omission from which the claim(s) or circumstance(s) known to the Assured arises, irrespective of how, or whether, that claim(s) or circumstance(s) is declared to Underwriters.), or

5. WAR AND TERRORISM

for loss, damage or liability directly or indirectly occasioned by or, in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect, or

6. NUCLEAR ASSEMBLIES

for loss, damage or liability directly or indirectly occasioned by or caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission, or

7. ASSURED DUTIES

made against them which relates to any duty or obligation assumed by the Assured which is not assumed in the normal conduct of the Assured's profession as stated in the Schedule, or

8. DISHONESTY

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Assured, or

9. DEFAMATION

alleging libel or slander, or

10. INFRINGEMENT

alleging infringement of copyright, patents, registered designs, trade marks or passing-off, or

11. PRODUCTS

arising out of or relating to goods or products, sold, supplied, repaired, altered, manufactured, installed or maintained by the Assured or any related company or by sub-contractors of the Assured, or

12. INSOLVENCY/BANKRUPTCY OF ASSURED

arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Assured, or

13. SEEPAGE AND POLLUTION

based upon, arising out of or relating directly or indirectly from or in consequence of or in any way involving, seepage, pollution or contamination of any kind, or

14. MOULD AND ASBESTOS

arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- (i) asbestos, or any materials containing asbestos in whatever form or quantity, or
- (ii) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, or
- (iii) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins, or
- (iv) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins, or

15. FINES/PENALTIES

for fines, penalties, punitive, multiple or exemplary damages, or

16. RETROACTIVE DATE

first made against the Assured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the retroactive date stated in the Schedule.

DEFENCE AND SETTLEMENT

- 1. Underwriters will be entitled to take over and conduct, in the name of the Assured, the defence or settlement of any Claim.
- 2. The Assured will, when instructed by Underwriters pay promptly (or within the terms of any proposed settlement) any Excess amount payable by them under this Policy. Any failure or refusal by the Assured to make such payment will entitle Underwriters to deduct such amount from any amount(s) required to settle any Claim, judgement, order or any other payment to be made by Underwriters under this Policy.
- 3. The Assured will not be required to contest any legal proceedings unless a Queen's Counsel or Senior Counsel (to be mutually agreed upon by the Assured and Underwriters) advises that such proceedings should be contested.
- 4. In the event that Underwriters elect to settle any Claim, Underwriters may discharge its total liability under this Policy by paying the then available Limit of Indemnity to the Assured.

5. In the event that the Assured wishes to continue to contest any Claim which, in the opinion of Underwriters should be settled, then, with the consent of Underwriters the Assured may so elect, provided that Underwriter's liability in respect of any such Claim shall not exceed the amount for which, but for such election, the Claim could have been settled, together with costs and expenses payable in accordance with this Policy and incurred up to the date of such election.
6. Underwriters may, if it believes that any Claim will not exceed the Excess, instruct the Assured to conduct the defence of the Claim, keeping Underwriters advised of developments as they occur. In these circumstances Underwriters will reimburse the Assured for all reasonable defence costs in the event that any payment made to dispose of the Claim by way of damages exceeds the Excess.

CONDITIONS

1. The Assured will not admit liability for or settle any Claim or incur any costs or expenses in connection with any Claim without the written consent of Underwriters.
2. The Assured will, as a condition precedent to their right to be indemnified under this Policy, give to Underwriters immediate notice in writing of any Claim whether oral or in writing and will, on request, give to Underwriters any information they may reasonably require to investigate the matter notified.

Such notice having been given as required above, any subsequent Claim against the Assured shall be deemed to have been made during the Period of Insurance.
3. Underwriters will be entitled to claim indemnity or contribution at any time in the name of the Assured from any party against whom the Assured may have such rights.
4. The construction, interpretation and meaning of this Policy shall be determined according to the law(s) of Hong Kong and in accordance with the English text as it appears in this Policy.
5. If there are any material changes to the Proposal during the Period of Insurance then the Assured shall promptly inform the Underwriters.
6. This Policy shall terminate thirty days after receipt by the Assured of notice in writing from the Underwriters of their decision to terminate this Policy. Such notice shall be deemed to be duly received in the course of post if sent by prepaid registered post properly addressed to the Head Office of the Assured.
7. The subscribing underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

DEFINITIONS

1. "Claim" or "Claims" means:
 - (a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third or similar party notice issued against or served on the Assured; or
 - (b) the receipt by the Assured of any written or verbal notice of demand for compensation made against the Assured; or
 - (c) circumstances which are or should, after enquiry, be known to the Assured, and which might give rise to a Claim.

2. "Limit of Indemnity" means the sum stated as the limit of indemnity in the Schedule.
3. "Assured" means:
 - (a) the company, corporation, statutory authority, association, legal entity, members of the partnership, or person(s) specified in the proposal form, declaration or underwriting information being the basis of this contract; and
 - (b) any person who is, becomes, or ceases to be a principal, partner, director, controlling officer or employee of any entity specified above, but in each case solely in respect of work carried out for and on behalf of that entity; and
 - (c) any predecessor of any entity specified above, but in each case solely in respect of work carried out for and on behalf of that entity.
4. "Period of Insurance" means the period stated in the Schedule.
5. "Excess" means the excess applicable stated in the Schedule.
6. "Proposal" means all information, whether oral or in writing, supplied by the Assured or on the Assured's behalf.

COMPLAINTS PROCEDURE

Notice to the Proposer/Assured. Any enquiry or complaint should be addressed in the first instance to your Broker/Beazley Limited. If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder & Market Assistance at Lloyd's to review your case without prejudice to your rights in law. The address is:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA
Telephone: +44 (0)207 327 5693
Facsimile: +44 (0)207 327 5225
E-mail: complaints@lloyds.com

DISHONESTY OF EMPLOYEES EXTENSION

Underwriters agree to indemnify the Assured against all sums which the Assured shall become legally liable to pay as a result of any Claims/circumstances made against the Assured during the Period of Insurance brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of any employees of the Assured.

(The term Employee shall not be deemed to include any Director of the Assured)

(03/94)

LSW432

Appointments Exclusion

The Underwriters shall not be liable in respect of any Claim or costs or expenses arising from the Assured or any partner or former partner of the Assured or any Employee holding individual appointments as director company secretary executor administrator liquidator receiver or trustee unless such appointments are held in the course of the Business at the Assured's request and provided that all fees or other income derived from such appointments have been included in the fee income declared by the Assured to the Underwriters.

~~manuend/appointments~~

LOSS OF DOCUMENTS EXTENSION

It is hereby understood and agreed that if during the Period of Insurance the Assured shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Assured, which may now or hereafter be, or be supposed or believed to be, in the custody of the Assured or in the custody of any other person to or with whom such Documents have been entrusted, lodged or deposited by the Assured in the ordinary course of business, have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the Underwriters will indemnify the Assured against

- (a) legal liability which the Assured may incur to any other person in consequence of such Documents being destroyed, damaged, lost or mislaid,
- (b) costs and expenses incurred with the written consent of the Underwriters in the defence or settlement of any Claim to establish liability as described in (a) above.

Definition

In this Extension "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media, and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

Exclusions

This Extension shall not indemnify the Assured against any liability, costs or expenses

- (a) for which the Assured are entitled to an indemnity under this Policy apart from this Extension,
- (b) for which the Assured are entitled to an indemnity under any other policy or certificate of insurance,
- (c) directly or indirectly occasioned by, happening through or in consequence of war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or destruction of or damage to property by or under the order of any government or public or local authority,
- (d) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (e) (i) which arises directly or indirectly by reason of or in connection with fire or explosion occasioned by or happening through or in consequence directly or indirectly of terrorism,
- (ii) loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:
 - (a) civil commotion
 - (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Conditions

1. The Assured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters, who shall be entitled at any time to take over and conduct in the name of the Assured the defence or settlement of any Claim.
2. The Assured shall, as a condition precedent to their right to be indemnified under this Extension, give to the Underwriters immediate notice in writing of any circumstance which is likely to give rise to a Claim hereunder.
3. Any Claim for costs and expenses incurred by the Assured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Underwriters with the approval of the Assured.
4. The Underwriters total liability under this Policy shall not be increased by reason of this Extension.
5. The Assured shall, as a condition precedent to their right to be indemnified under this Extension, keep all Documents in a suitable secure fire proof safe or cabinet outside of normal business hours and shall maintain duplicates of all computer related records off site.

Subject otherwise to the Policy terms and conditions.

c: Loss of Documents (foreign lawyer version)

PERFORMANCE EXCLUSION

Underwriters shall not be liable in respect of any claim or costs or expenses arising out of the failure of an investment to perform:

- (a) to the advantage of the client or
- (b) to the advantage of the client to the degree suggested or assumed in any advice or forecast given by the Assured or in the making of any discretionary fund decision by the Assured.

ENDORSEMENT ATTACHING TO AND FORMING PART OF POLICY NO.

REINSTATEMENT CLAUSE

It is agreed that the amount of the reduction in the Limit of Indemnity on account of any Claim or Claims paid or payable hereunder shall be automatically reinstated but such reinstatement sums shall only apply:

- (a) in excess of the total Limit of Indemnity available under this and any insurance coverage in excess of this Policy;
- (b) in respect of any subsequent Claim or Claims which are totally unrelated to the Claim or Claims by which the original Limit of Indemnity was reduced.

The amount available in respect of any one Claim or series of Claims arising from one cause shall not exceed the Limit of Indemnity.

For the avoidance of doubt, the expressions Limit of Indemnity, Period of Insurance and Claim shall bear the meanings assigned to them in this Policy.

Subject otherwise to the Policy terms and conditions.

reinstat (foreign lawyer version)

11.05.06

INFRINGEMENT OF COPYRIGHT, PATENT OR REGISTERED DESIGN EXTENSION (REB)

Underwriters agree subject otherwise to the terms, conditions and exclusions of this Policy to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any Claim or Claims made against the Assured during the Period of Insurance alleging infringement of copyright, patent or registered design committed in good faith by:-

- (a) the Assured, or
- (b) any employee of the Assured, or
- (c) any director of the Assured

in or about the conduct of the Assured's business as specified in the Schedule.

(03/94)
LSW427

LIBEL AND SLANDER EXTENSION

Underwriters agree to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any claim/claims or claim/claims made against the Assured during the Period of Insurance for Libel or Slander by reason of words written or spoken by:-

- (a) the Assured, or
- (b) any employee of the Assured, or
- (c) any director of the Assured

in or about the conduct of the Assured's business as specified in the Schedule.

(03/94)

LSW433

Certificate of Standing

The Law Society
of British Columbia



ORIGINAL PRODUCED

I CERTIFY THAT our records indicate the following information concerning:

Name: [REDACTED] ("the applicant")

Member number: [REDACTED]

1. Call and Admission

- a) The applicant was called to the Bar and admitted as a solicitor in this jurisdiction on December 19, 1985.

2. Present Status

- a) The applicant is a member of this Law Society today.
- b) The applicant is not in arrears of any fees, assessments, insurance deductibles, Compensation Fund repayments, discipline costs or other charges owing to this Society.
- c) The applicant is entitled to practise law in this jurisdiction.
- d) The applicant is insured under this Society's professional liability insurance plan against liability for any error in rendering or failing to render professional services, for others, anywhere in the world, in the applicant's capacity as a member of this Society, subject to the limits of liability, deductible, exclusions, conditions and terms of the policy, as well as any amendments thereto.

3. Professional Conduct Record

- a) **Complaints:** There are no outstanding complaints.
- b) **Competency:** There are no conditions imposed as a result of a competency review.
- c) **Formal Disciplinary Proceedings:** The applicant has not been the subject of any formal disciplinary proceedings.
- d) **Custodianship or Trusteeships:** The applicant has not been the subject of a custodianship.
- e) **Practice Restrictions:** Except as described above, the applicant has not had any practice conditions or restrictions imposed.

4. Personal History

- a) We have no knowledge of any criminal proceedings affecting the applicant.

b) To the best of our knowledge, the applicant has not been the subject of the following procedures under the *Bankruptcy and Insolvency Act*:

- i) an assignment under section 49;
- ii) a petition for a receiving order under section 43;
- iii) a proposal under sections 50 or 66; or
- iv) an application for a consolidation order under section 219

and has not reported any other financial difficulties to this Society.

c) We are not aware of any judgments against the applicant.

5. Other Relevant Information

None

Director, Education & Practice

October 1, 2008
Date

The Law Society of British Columbia.
Law Society/Barreau



Certificate of Standing

The Law Society
of British Columbia



ORIGINAL PRODUCED

I CERTIFY THAT our records indicate the following information concerning:

Name: [REDACTED] ("the applicant")

Member number: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1. Call and Admission

- a) The applicant was called to the Bar and admitted as a solicitor in this jurisdiction on December 13, 1991.
- b) The applicant was previously called to the Bar in Alberta on October 7, 1986

2. Present Status

- a) The applicant is a member of this Law Society today.
- b) The applicant is not in arrears of any fees, assessments, insurance deductibles, Compensation Fund repayments, discipline costs or other charges owing to this Society.
- c) The applicant is entitled to practise law in this jurisdiction.
- d) The applicant is insured under this Society's professional liability insurance plan against liability for any error in rendering or failing to render professional services, for others, anywhere in the world, in the applicant's capacity as a member of this Society, subject to the limits of liability, deductible, exclusions, conditions and terms of the policy, as well as any amendments thereto.

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 - iii) a proposal under sections 50 or 66; or
 - iv) an application for a consolidation order under section 219

and has not reported any other financial difficulties to this Society.

- c) We are not aware of any judgments against the applicant.

5. Other Relevant Information

None .

[REDACTED]
Director, Education & Practice

October 1, 2008
Date

The Law Society of British Columbia.
Law Society/Barreau



SERVING
the PUBLIC
INTEREST

Calgary Office (Main)
500, 919 - 11th Avenue S.W., Calgary, Alberta T2R 1P3
Phone: (403) 229-4700 • Toll Free: 1-800-661-9003 • Fax: (403) 228-1728

Edmonton Office
201 10060 Jasper Avenue, Scotia Place Tower II, Edmonton, Alberta, T5J 3R8
Phone: (780) 429-3343 • Toll Free: 1-800-272-8839 • Fax: (780) 424-1620

Law Society of Alberta

www.lawsociety.ab.ca
ORIGINAL PRODUCED

Please reply to the Calgary office

November 21, 2008

To Whom It May Concern:

RE: [REDACTED]

[REDACTED] was called to the Alberta Bar October 07, 1986. He was an active member of the Law Society of Alberta in good standing from October 07, 1986 until March 26, 1992. At that time, his status was inactive/non-practising until his resignation March 03, 1997.

Sincerely,

[REDACTED]

Staff Lawyer
The Law Society of Alberta

AGD/mb



CERTIFICATE OF STANDING

I CERTIFY THAT our records indicate the following concerning:

Name: [REDACTED]

Member ID No.: [REDACTED]

(1) Call and Admission

- (a) The applicant was admitted as a lawyer in this jurisdiction on: **October 07, 1986**
- (b) The applicant was previously a member of The Law Society in the following Canadian jurisdictions: **British Columbia**

(2) Present Status

- (a) The applicant is not a member of this Law Society today.
- (b) The applicant is not in arrears of any fees, assessments, premiums, insurance deductibles, compensation fund repayment, discipline costs or other charges owing to this Society.
- (c) The applicant is not entitled to practise law in this jurisdiction – **presently a resigned member**
- (d) The applicant **is not** indemnified under the Society's indemnity program for professional liability claims for errors and omissions arising in Canada outside Alberta.

(3) Professional Conduct Record

- (a) **Complaints:** There are no complaints outstanding on which a charge is pending against the applicant in respect of alleged conduct for which he/she may be struck off the Roll or suspended from practice or otherwise disciplined.
- (b) **Competency:** No conditions have been imposed as a result of a competency review.
- (c) **Formal disciplinary Proceedings:** During the past ten years the applicant has been the subject of the following formal disciplinary proceedings: **NONE**
- (d) **Custodianship or Trusteeship:** The applicant has not been the subject of a custodianship.

- (e) **Practice Restrictions:** In addition to the restrictions as described in (a) to (c) above (if any) the applicant has had the following conditions or restrictions imposed: **NONE**
- (f) **Claims (Assurance Fund/Compensation Fund):** There have been no claims on the Assurance Fund of the society arising out of the practice of the applicant except as follows:
 - (i) that were paid (include amount) - **N/A**
 - (ii) that remain unresolved - **N/A**


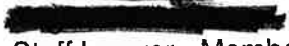
(4) Personal History

- (a) **Offences:** to the best of our knowledge, the applicant has been the subject of the following non-pardoned criminal convictions in the last 10 years: **NONE**
- (b) **Financial Difficulty:** to the best of our knowledge, the applicant has been the subject of the following procedures under The Bankruptcy and Insolvency Act: **NONE**
 - (i) an assignment under Section 49;
 - (ii) a petition for a receiving order under Section 43;
 - (iii) a proposal under Section 50; or
 - (iv) an application for consolidation order under Section 219 in the following circumstances:
- (c) **Judgments:** we are aware of the following judgments against the applicant: **NONE**

(5) Other relevant information:

Additional information about any changes in membership status from the date of call available on request.

Date: **November 21, 2008**



Staff Lawyer, Membership Department
Authorized Delegate of the Executive Director
The Law Society of Alberta

Please note that no outside searches have been conducted by The Law Society of Alberta and that the information provided is strictly based on records available at The Law Society of Alberta offices.

Attachment

Certificates of Good Standing / Reference Letters for each office of [REDACTED]

	Location of branch office	Country	Good Standing / Reference Letter / Certificate	Reputable Person / Governing Body	Date of Letter / GS
HO	Vancouver (British Columbia)	Canada	Reference Letter	[REDACTED], a former mayor of the City of [REDACTED] and am currently a member of the Senate of Canada	7/11/2008
			Affidavit	[REDACTED], the Director of Professional Resources & Development of [REDACTED]	06/11/2008
2	Toronto (Ontario)		Reference Letter	[REDACTED], a former mayor of the City of [REDACTED] and am currently a member of the Senate of Canada	7/01/2009
3	Ottawa (Ontario)		Affidavit	[REDACTED], the Partner in the Toronto, Ontario office of [REDACTED]	19/12/2008

SENATE



SÉNAT

Honourable Larry W. Campbell

CANADA

L'honorable Larry W. Campbell

Ottawa
K1A 0A4

November 7, 2008

[REDACTED]
Registration Section
The Law Society of Hong Kong
3/F, Wing On House,
71 Des Voeux Road Central, Hong Kong

Re: [REDACTED]

Dear Sirs,

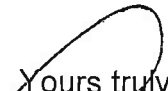
I understand that [REDACTED] has applied to the Law Society of Hong Kong for registration as a foreign law firm. I am pleased to provide this letter in support of the application.

I have had dealings with [REDACTED] for six years and have personally known its Chairman, [REDACTED], for as long. I confirm that I am a former mayor of the City of Vancouver and am currently a member of the Senate of Canada.

Attached to this letter is the Affidavit sworn on November 6, 2008 by [REDACTED], Director of Professional Resources & Development at [REDACTED] (the "Affidavit"), which I have reviewed. Based solely on and subject to the qualifications and conditions set out in the Affidavit (and without independently verifying any of the matters set out therein), I confirm with respect to each of the lawyers currently practicing law in the Vancouver office of [REDACTED] that he or she:

- (i) holds 'practising' status with;
- (ii) is not the subject of an official disciplinary or credentials hearing before; and
- (iii) is currently insured under the mandatory professional liability insurance of;

the Law Society of British Columbia and is in 'good standing' with respect to the matters described in paragraph 7 of the Affidavit.


Yours truly,

CANADA

PROVINCE OF BRITISH
COLUMBIA

COUNTY OF VANCOUVER

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)
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)
)

IN THE MATTER OF

APPLICATION TO THE LAW SOCIETY
OF HONG KONG FOR REGISTRATION
OF [REDACTED]
FOREIGN FIRM

AFFIDAVIT

I, [REDACTED], of [REDACTED]

[REDACTED], MAKE OATH AND SAY AS FOLLOWS:

1. On October 30, 2008, I reviewed certain online records of the Law Society of British Columbia (the "Records").
2. The persons listed in Schedule "A" to this Affidavit are all of the lawyers practising law in the Vancouver office of [REDACTED] as of the date of this Affidavit.
3. According to the Records, each of the persons named in Schedule "A" is a practising member of the Law Society of British Columbia, who was called to the bar of British Columbia on the date indicated beside his or her name, and there is no restriction or condition affecting his or her right to practise.
4. I am advised and verily believe that the Records disclose reports of all discipline and credentials hearings against members of the Law Society of British Columbia since September 2003, as well as the discipline and credentials hearings scheduled for 2008 and 2009.
5. According to the Records, no person named in Schedule "A" has been named in any disciplinary or credentials hearing since September 2003 nor is the subject of any disciplinary or credentials hearing scheduled for 2008 or 2009.
6. Each of the persons named in Schedule "A" is insured under the Law Society of British Columbia's professional liability insurance plan against liability for any error in

rendering or failing to render professional services, for others, anywhere in the world, in the applicant's capacity as a member of the Law Society of British Columbia, subject to the limits of liability, deductible, exclusions, conditions and terms of the policy, as well as any amendments hereto.

7. Each of the persons named in Schedule "A" has advised me that, to his or her knowledge:
- a. There are no criminal proceedings affecting him or her;
 - b. He or she is not bankrupt or insolvent, for the purposes of applicable bankruptcy legislation; except that [REDACTED] has advised me that he made a proposal under the Bankruptcy and Insolvency Act (Canada) that was accepted on May 23, 2006; and
 - c. There are no judgments against him or her.

SWORN BEFORE ME at Vancouver, British Columbia, this 6th day of November, 2008.

Name: [REDACTED]
A commissioner for taking affidavits
for British Columbia

[REDACTED]

SCHEDULE "A"

LAWYER	CALL DATE
1.	May 22, 1998
2.	May 15, 1972
3.	March 14, 2006
4.	August 30, 2006
5.	August 31, 1990
6.	May 22, 2008
7.	February 9, 2005
8.	September 11, 2002
9.	October 9, 2005
10.	August 2, 2006
11.	September 3, 2003
12.	May 10, 1977
13.	May 22, 2008
14.	August 14, 2007
15.	February 18, 2000
16.	May 12, 1980
17.	May 15, 2002
18.	August 1, 1986
19.	May 23, 2007
20.	May 14, 2007
21.	May 20, 1975
22.	May 20, 1994
23.	May 17, 2006
24.	May 22, 1998
25.	June 13, 1986
26.	May 14, 1976
27.	May 17, 2006
28.	May 13, 2008
29.	September 2, 1994
30.	September 4, 2008
31.	May 10, 1978
32.	July 12, 1983
33.	August 30, 1996
34.	December 13, 1991
35.	May 10, 1977
36.	August 28, 2001
37.	May 17, 1996
38.	May 5, 2006
39.	May 14, 1979

LAWYER	CALL DATE
40.	September 5, 2001
41.	September 11, 1978
42.	September 3, 2003
43.	May 6, 2004
44.	June 13, 1986
45.	July 10, 1980
46.	May 11, 2003
47.	February 15, 1991
48.	May 19, 2000
49.	July 24, 2007
50.	May 20, 1994
51.	May 17, 1979
52.	November 2, 2000
53.	August 27, 1993
54.	August 5, 1987
55.	January 10, 1978
56.	August 29, 2007
57.	May 10, 1977
58.	May 21, 2003
59.	October 1, 1969
60.	September 4, 2008
61.	May 12, 1981
62.	May 10, 1977
63.	May 17, 1991
64.	September 4, 1997
65.	August 24, 2006
66.	May 19, 1989
67.	May 14, 1979
68.	September 2, 1994
69.	May 21, 2003
70.	May 15, 2007
71.	July 13, 1977
72.	September 4, 2008
73.	May 23, 1997
74.	December 19, 1985
75.	September 18, 2007
76.	May 10, 1984
77.	May 10, 1984

SENATE



CANADA

Ottawa
K1A 0A4

SÉNAT

ORIGINAL PRODUCED

THE LAW SOCIETY OF
HONG KONG

2009 JAN 12 PM 12:40

L'honorable Larry W. Campbell
RECEIVED

Honourable [REDACTED]

January 7th, 2008

The Law Society of Hong Kong
3/F, Wing On House,
71 Des Voeux Road Central,
Hong Kong
Attention: Mr. [REDACTED], Registration Section

Re: [REDACTED]

Dear Sirs,

I understand that [REDACTED] has applied to the Law Society of Hong Kong for registration as a foreign law firm. I am pleased to provide this letter in support of the application.

I have had dealings with [REDACTED] for six years and have personally known its Chairman, [REDACTED], for as long. I confirm that I am a former mayor of the City of Vancouver and am currently a member of the Senate of Canada.

Attached to this letter is the Affidavit of [REDACTED], a partner in the Toronto, Ontario office of [REDACTED], which I have reviewed. Based solely on and subject to the qualifications and conditions set out in that Affidavit (and without independently verifying any of the matters set out therein), I confirm with respect to each of the lawyers currently practicing law in the Ontario offices of [REDACTED] that he or she:

- (i) holds 'practising' status with,
- (ii) is not the subject of an official disciplinary or credentials hearing before,
- (iii) is insured under the mandatory professional liability insurance of; and
- (iv) is otherwise 'in good standing', as such term is interpreted by:

the Law Society of Upper Canada.

Sincerely,

Tel/Tél: (613) 995-4050

Fax/Téléc.: (613) 995-4056

CANADA

PROVINCE OF ONTARIO

CITY OF TORONTO

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)
)

IN THE MATTER OF

APPLICATION TO THE LAW SOCIETY
OF HONG KONG FOR REGISTRATION
OF [REDACTED] AS A
FOREIGN FIRM

AFFIDAVIT

I, [REDACTED], BROOKFIELD PLACE, [REDACTED],
[REDACTED] ONTARIO, MAKE OATH AND SAY AS FOLLOWS:

1. On December 18, 2008, I was provided with certain online records of the Law Society of Upper Canada for review (the "Records").
2. The persons listed in Schedule "A" to this Affidavit are all of the lawyers practising law in the Toronto and Ottawa office of [REDACTED] as of the business day preceding the date of this Affidavit (the "Ontario [REDACTED] Lawyers").
3. According to the Records as of the business day preceding the date of this Affidavit:
 - (i) each of the Ontario [REDACTED] Lawyers is a practising member of the Law Society of Upper Canada and was called to the bar of Ontario on the date indicated beside his or her name;
 - (ii) there is no restriction or condition affecting the right to practise of any of the Ontario [REDACTED] Lawyers; and
 - (iii) the license to practice law of each of the Ontario [REDACTED] Lawyers is not suspended.
4. According to the Records as of the business day preceding the date of this Affidavit, none of the Ontario [REDACTED] Lawyers are named in any current disciplinary or credentials hearing or any hearing publicly scheduled up to and including January 9, 2009.
5. Each of the Ontario [REDACTED] Lawyers is insured under the Law Society of Upper Canada's professional liability insurance plan against liability for any error in rendering or failing

to render professional services, for others, anywhere in the world, in the applicant's capacity as a member of the Law Society of Upper Canada, subject to the limits of liability, deductible, exclusions, conditions and terms of the policy, as well as any amendments hereto.

6. Each of the Ontario [REDACTED] Lawyers has advised that, to his or her knowledge:

- a. There are no criminal proceedings affecting him or her;
- b. He or she is not bankrupt or insolvent, for the purposes of applicable bankruptcy legislation; and
- c. There are no judgments against him or her.

SWORN BEFORE ME at Toronto, Ontario,
this 19th day of December, 2008.

Name: _____
A commissioner for taking affidavits
for the Province of Ontario

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- TORONTO OFFICE
LAWYERS WITH YEAR OF CALL

this is Exhibit A 4 referred to in the
 affidavit of _____

Year of Call	Lawyer
1982	
1983	
1984	
2005	
2006	
1999	
1986	
1970	
1979	
2005	
1986	
1990	
2000	
1976	
1989	
1987	
2005	
1982	
2007	
1991	
1963	
2008	
1990	
1996	
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2004	
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1998	
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1976	
1967	
2003	
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1993	
1973	
2003	
2007	
1979	
2003	
1989	
1955	
2002	
1968	
1999	
2004	
1978	
1995	
1971	
2007	

sworn before me, this 19th
 day of December, 2008.

 A COMMISSIONER, ETC.

- TORONTO OFFICE
LAWYERS WITH YEAR OF CALL

Year of Call	Lawyer	
1987		
1987		
1985		
1986		
1984		
1978		
1983		
1965		
2006		
1975		
1986		
2002		
2007		
2007		
1984		
2002		
1992		
1982		
2008		
1966		
1972		
1988		
1980		
1991		
1969		
1999		
2001		
1981		
2006		
1994		
1996/2003		1996 in BC 2003 in ON
1973		
1978		
1998		
1975		
2006		
1985		
2004		
1974		
1954		
1977		

**[REDACTED] - OTTAWA OFFICE
LAWYERS WITH YEAR OF CALL**

Year of Call	Lawyer	
1985		
2008		
1987		
2005/2005		2005 in QC and ON
2004		
1988		
2007		
1980		
1966		
2002		
1957		
1954		
1988		
1999/2008		1999 in Texas 2008 in ON
1995		
1997		
1979		
1981		
1995		
1973		
1983		
1992		
1987		
1973		
1984		
1987		
2003		
2005		
1982		
1980		

Lawyers - Patent & Trade Mark Agents

Vancouver
Toronto
Ottawa

1500 - 1055 West Georgia Street, P.O. Box 11117
Vancouver, British Columbia, Canada V6E 4N7
Telephone (604) 689-9111
Facsimile (604) 685-7084

File Number: 77777-7777

Web site: www.langnichener.com

Direct Line: (604) 691-7406
Direct Fax Line: (604) 893-2360
E-Mail: tknight@lmjs.com

October 7, 2008

DELIVERED BY COURIER

The Law Society of Hong Kong
3rd Floor – Wing On House,
71 Des Voeux Road,
Central,
Hong Kong

Dear Sir/Madam:

Re: Application of [REDACTED] to be registered as a foreign law firm

Enclosed is the application of [REDACTED] to be registered as a foreign law firm in Hong Kong, together with supporting materials and applicable fee.

Part C of the application requests that we provide an original letter issued by the Law Society of British Columbia with respect to certain information relating to Lang Michener LLP. We have been advised by the Law Society of British Columbia that it is not its practice to provide confirmation of these matters: viz. that a law firm is lawfully carrying on the practice of law or that it is in good standing. Rather, it provides such information only with respect to individual lawyers. In support of their applications for registration as foreign lawyers, we have provided certificates of good standing issued by the Law Society of British Columbia with respect to two lawyers who propose to practise foreign law in Hong Kong on behalf of [REDACTED]: namely, [REDACTED] and [REDACTED].

In further support of the information provided in Part C, enclosed are:

- (i) a certified Business Names Report issued by the Ontario Companies and Personal Property Security Branch with respect to the registration of [REDACTED] as a limited liability partnership in the Province of Ontario; and
- (ii) a certificate issued by the Registrar of Companies for British Columbia with respect to the extraprovincial registration of [REDACTED] in British Columbia.

On behalf of [REDACTED], the undersigned confirms that [REDACTED]:

- (i) is a partner of [REDACTED];
- (ii) has, at the date of this application, been associated on a full-time basis with [REDACTED] since at least December 1985; and
- (iii) has been in the practice of law since December 1985.

The undersigned further confirms that [REDACTED] will provide financial and logistical support to its Hong Kong branch and that it will advise the Law Society of Hong Kong if this situation changes.

Yours truly,


for

AHK/jzc
attachments

8. Foreign Lawyers Registration Rules

ARRANGEMENT OF RULES

Rule

1. Interpretation
2. Applications for registration under Part IIIA of the Ordinance
3. Qualification for registration as a foreign lawyer
4. Evidence of professional indemnity insurance for foreign lawyer
5. Foreign lawyer with limited post-qualification experience
6. Requirement for professional indemnity insurance
7. Qualification for registration as a foreign firm
8. Registration as an Association
9. Fee for registration
10. Certificate of registration
11. Appeal Procedure
12. Prohibition on the practice of Hong Kong law
13. Disciplinary matters

Consequential Amendments
Solicitors' Practice Rules

1. Interpretation

(1) In these Rules -

"foreign law" means the law of a foreign jurisdiction;

"overseas firm" means a firm carrying on the business of practising the law in a foreign jurisdiction, but does not include a Hong Kong firm which has a branch in a foreign jurisdiction;

"partner", in respect of a foreign firm, an overseas firm, or a firm referred to in section 7(1)(a)(iii), whether constituted of a sole practitioner or as a partnership, means the sole practitioner or a partner of such firm;

"principal" has the same meaning as in the Solicitors' Practice Rules (Cap. 159 sub. leg.).

(2) For the purpose of these Rules, a person is associated with a firm if he is -

- (a) a principal of, or a partner in, the firm;
- (b) a consultant to the firm; or
- (c) employed by the firm.

2. Applications for registration under Part IIIA of the Ordinance

Any person or firm wishing to be registered under Part IIIA of the Ordinance shall apply to the Law Society in a form approved by the Society and shall pay the fee specified in rules made by the Society for such application.

3. Qualification for registration as a foreign lawyer

A person to whom section 39A(1) of the Ordinance applies is qualified to be registered as a foreign lawyer if -

- (a) he is a person of good standing in the foreign jurisdiction in which he is qualified to practise law; and
- (b) he has satisfied the Society that he is a fit and proper person to be so registered.

4. Evidence of professional indemnity insurance for foreign lawyer

A person applying to be registered as a foreign lawyer shall furnish with his application such documentary evidence as the Society may require showing the existence of a policy of insurance such as is required to be maintained by a foreign lawyer pursuant to section 6.

5. Foreign lawyer with limited post-qualification experience

- (1) This section applies to any person who, in applying for a certificate of registration as a foreign lawyer, does not satisfy the Society that he has had at least 2 years of post-qualification experience in the full-time practice of foreign law.

- (2) Subject to subsection (3), it shall be a condition of a certificate of registration issued to any person to whom this section applies that he shall not practise foreign law as an employee of a Hong Kong firm until he satisfies the Society that he has completed at least 2 years of post-qualification experience in the full-time practice of foreign law.
- (3) Notwithstanding subsection (2), the Society may, in respect of any person to whom this section applies, specify -
 - (a) a lesser period of practice to be completed by the person for the purpose of that subsection; or
 - (b) conditions as to supervision under which that person may practise foreign law as an employee of a Hong Kong firm, and in such case any period of such supervised practice completed by the person shall be taken into account for the purpose of calculating the period of post-qualification experience under subsection (2).
- (4) Any period specified for the purpose of subsection (3)(a), when aggregated with the period of experience of the person at the time of the issue of the certificate, shall not exceed 2 years.
- (5) Experience which the Society considers in a particular case to be equivalent to a period of post-qualification experience in full-time practice of foreign law shall, for the purpose of this section, be treated as such period of post-qualification experience.
- (6) A principal of a Hong Kong firm shall not permit a foreign lawyer to practise foreign law as an employee of the firm otherwise than in accordance with any condition applying under this section and endorsed on the foreign lawyers's certificate of registration.

6. Requirement for professional indemnity insurance

- (1) A certificate of registration as a foreign lawyer is subject to the condition that there shall be in existence at all times a policy of insurance under which the foreign lawyer is entitled to be indemnified, in respect of services rendered by him while acting or practising as a foreign lawyer, in a manner and to the extent similar to the indemnity provided to a solicitor under the fund established under section 3 of the Solicitors (Professional Indemnity) Rules (Cap. 159 sub. leg.), and if at any time there is not in existence such a policy the person's registration as a foreign lawyer shall be deemed to have been suspended.
- (2) A foreign lawyer shall notify the Society in writing within 14 days of such occurrence if at any time there is not in existence a policy of insurance as is required for the purpose of subsection (1).
- (3) Where a person's registration has been suspended in accordance with subsection (1) his registration shall not be revived until such time as -
 - (a) there is in existence a policy of insurance as is required for the purpose of subsection (1); and
 - (b) the person has notified the Society in writing of the existence of such a policy.

7. Qualification for registration as a foreign firm

(1) Subject to subsection (2), a firm to which section 39B of the Ordinance applies is qualified to be registered as a foreign firm if -

(a) in the case of a firm that is a branch of an overseas firm -

(i) the overseas firm lawfully carries on the practice of law in its foreign jurisdiction;

(ii) the overseas firm has satisfied the Society that it is of good standing in every jurisdiction in which it has at any time within the past 5 years carried on the practice of law; and

(iii) at least one of the partners of the firm who intends to practise in Hong Kong -

(A) is a partner of the overseas firm;

(B) has, at the date of the application for registration, been associated on a full-time basis with the overseas firm for the immediately preceding period of 12 months and had, during the 4 years immediately preceding the commencement of that period, been so associated with the overseas firm for an additional period of not less than 12 months; and

(C) has been in the practice of the law for not less than 5 years; or

(b) in any other case -

(i) each of the partners of the firm who intends to practise in Hong Kong has satisfied the Society that he is of good standing in the foreign jurisdiction in which he is qualified to practise the law and in every jurisdiction in which he has at any time within the last 5 years practised the law;

(ii) one of the partners who intends to practise in Hong Kong is of substantial reputation in the foreign jurisdiction the law of which he is qualified to practise, or in a jurisdiction in which he has practised that law during the preceding 5 years; and

(iii) each of the partners who intends to practise in Hong Kong has been in practice of the law of a foreign jurisdiction in which he is qualified to practise for not less than 3 years.

(2) The Council may waive any of the requirements of subsection (1) where it considers it appropriate in the particular case.

8. Registration as an Association

A foreign firm that is a party to an Association with a Hong Kong firm shall not, without the consent of the Council, be eligible to be registered with any other Hong Kong firm as an association.

9. Fee for registration

Where the Council has made rules specifying a fee to be paid in respect of any registration pursuant to Part IIIA of the Ordinance, such fee shall be payable prior to the registration.

10. Certificate of registration

A certificate of registration issued by the Society pursuant to Part IIIA of the Ordinance -

- (a) shall be valid as from the date shown on the certificate as the date of issue;
- (b) shall be valid until 30 June next following the date of issue or, where the date of issue is a date between 15 May and 30 June in any year, until 30 June in the year following;
- (c) may be renewed by lodging with the Society on or before 15 May in the year in which the certificate expires -
 - (i) an application in the form approved by the Society;
 - (ii) the fee fixed by the Society for such renewal; and
 - (iii) documents showing that the applicant has complied with the requirements for registration under Part IIIA of the Ordinance.

11. Appeal procedure

A person or firm seeking registration under Part IIIA of the Ordinance may -

- (a) within one month of receiving notification from the Society of any decision of the Society under these Rules in respect of his or its application for registration, ask for the application to be reviewed; and
- (b) within 3 months of receiving notification from the Society of its decision on a request for review under paragraph (a), apply to the Court of First Instance which may -
 - (i) affirm the decision of the Society; or
 - (ii) make such other order as the Court thinks fit.

12. Prohibition on the practice of Hong Kong law

- (1) Except as provided in subsection (2), a foreign lawyer shall not provide or offer any legal service which, having regard to all the circumstances of the case, can properly be regarded as a service customarily provided by a solicitor in his capacity as such.
- (2) A foreign lawyer may give advice on or handle any matter which -
 - (a) is expected to be subject to the law of a jurisdiction other than Hong Kong; or
 - (b) involves private or public international law or conflict of laws.

13. Disciplinary matters

- (1) A principal of a Hong Kong firm shall not permit the number of foreign lawyers associated with the firm to exceed the number of resident principals and solicitors employed in the firm or such greater number as the Council may approve in any particular case where it considers there are special circumstances.

- (2) A principal of a foreign firm shall not -
- (a) offer, or permit to be offered, to the public the services of any employee as a practitioner of foreign law unless that employee is a foreign lawyer or a solicitor who does not hold a practising certificate;
 - (b) in relation to any employee whose services are offered to the public as a practitioner of foreign law, hold out such employee, or permit such employee to be held out, to the public as being qualified or entitled to practise as a solicitor, whether at that or any other time.
- (3) A principal of the Hong Kong firm or any foreign firm in an Association shall ensure that the number of foreign lawyers associated with the Hong Kong firm or foreign firm or firms in the Association does not exceed the number of solicitors associated with the Hong Kong firm or such greater number as the Council may approve in any particular case where it considers there are special circumstances.
- (4) Where a foreign firm is a member of more than one Association, a foreign lawyer associated with that firm shall not be counted, for the purpose of subsection (3), in respect of more than one Association.
- (5) Where a Hong Kong firm is a member of more than one Association, a solicitor associated with that firm shall not be counted, for the purpose of subsection (3), in respect of more than one Association.

Consequential Amendments

Solicitors' Practice Rules

14. Prohibition on use of nameplate etc. of name other than name of a solicitor

The proviso to rule 2A of the Solicitors' Practice Rules (Cap. 159 sub. leg.) is amended by adding-

"(aa) in the case of a firm ("Hong Kong firm") that is established as a branch of a firm that is carrying on the business of practising the law in a foreign jurisdiction ("overseas firm"), the use of the name of the overseas firm if -

- (i) for the period of 3 years immediately preceding the establishing of the Hong Kong firm, there had been a foreign firm of the same name practising or advising on the law of a foreign jurisdiction;
- (ii) at least one of the principals of the Hong Kong firm is a partner in the overseas firm; and
- (iii) one of the principals of the Hong Kong firm had, for not less than 3 years during the 5 years immediately preceding the establishing of the firm, been a partner in, or a consultant to, or employed by, the foreign firm referred to in subparagraph (i) or the overseas firm; or."

10. Foreign Lawyers Practice Rules

ARRANGEMENT OF RULES

Rule

1. Interpretation
 2. General conduct
 3. Prohibition against publicity etc.
 4. Name of firm
 5. Business letters
 6. Supervision of office
 7. Sharing an office and staff
 8. Control of employment of unqualified persons
 9. Reporting of particulars
 - 9A. Particulars relating to sole practitioner foreign lawyer
 10. Powers of Council to verify compliance with Rules
 11. Power of waiver
 12. Application of other Rules
 13. Transitional
- Schedule Rules to be applied to foreign lawyers and foreign firms

1. Interpretation

In these Rules, unless the context otherwise requires -

"principal" means the sole practitioner or a partner of a foreign firm and shall also include any foreign lawyer who is held out or holds himself out as such partner or sole practitioner;

"Secretary General" means the Secretary General of the Society.

2. General conduct

A foreign lawyer shall not, in the course of practising as a foreign lawyer, do or permit to be done on his behalf anything which compromises or impairs or is likely to compromise or impair -

- (a) his independence or integrity;
- (b) the freedom of any person to instruct a foreign lawyer of his choice;
- (c) his duty to act in the best interests of his client;
- (d) his own reputation or the reputation of foreign lawyers in Hong Kong; or
- (e) a proper standard of work.

3. Prohibition against publicity etc.

- (1) Subject to subsection (2), a foreign lawyer shall not publicise or otherwise promote his practice or permit his practice to be publicised or otherwise promoted.
- (2) Subsection (1) does not apply to anything done in accordance with the Solicitors' Practice Promotion Code as made under rule 2AA of the Solicitors' Practice Rules (Cap. 159 sub. leg.) from time to time by the Council with the prior approval of the Chief Justice, which Code shall be construed for the purposes of this subsection as if every reference in the Code to a solicitor were a reference to a foreign lawyer and every reference to a firm of solicitors were construed as a reference to a foreign firm or an Association.

4. Name of firm

- (1) Subject to subsection (2), the name of a foreign firm shall consist solely of the name or names of one or more foreign lawyers who are principals of the firm.
- (2) Subsection (1) shall not preclude -
 - (a) the use of the name of a predecessor or former partner in that practice;
 - (b) the use of the name of an overseas firm of which the foreign firm is a branch; or
 - (c) the use of a style or firm name -
 - (i) in use at the date of the coming into operation of these Rules; or
 - (ii) approved in writing by the Council.

5. Business letters

- (1) A principal of a foreign firm shall ensure that there is stated on all business letters issued in connection with the firm's practice -
 - (a) the name and address of the firm;
 - (b) the main jurisdiction in the law of which the firm practises, or the country of that jurisdiction;
 - (c) the names of all principals of the firm who are ordinarily resident in Hong Kong;
 - (d) if the name of any principal not ordinarily resident in Hong Kong is stated, a description of the person as non-resident;
 - (e) in respect of each individual whose name appears on the letter, his foreign jurisdiction of admission or the country of that jurisdiction, except that no such statement is required where the foreign jurisdiction of admission of the individual, or the country of that jurisdiction, is the same as that stated on the letter for the purpose of paragraph (b).
- (1A) A principal of a foreign firm shall ensure that if the name or any other description of the firm is stated in more than one language on any business letter issued in connection with the firm's practice, each version of the name or description corresponds to the other version or versions of the name or description.
- (2) A principal of a foreign firm forming part of an Association shall ensure that on all business letters issued in connection with the firm's practice -
 - (a) the firm's name is more prominent than the name of any other firm;
 - (b) any reference to another firm in the Association clearly distinguishes that firm from any other that is not in the Association; and
 - (c) the firm's address in Hong Kong is more prominent than any other address.

6. Supervision of office

A principal of a foreign firm shall ensure that every office where his firm practises is and can reasonably be seen to be properly supervised in accordance with the following minimum standards -

- (a) every such office shall be managed by a foreign lawyer who shall normally be in attendance at that office during all the hours when it is open to the public; and
- (b) every office shall be attended on each day when it is open to the public by a foreign lawyer who holds an unconditional practising certificate of registration being either a principal of, or a foreign lawyer employed by, the firm and who shall spend sufficient time at such office to ensure adequate control of the staff employed there and afford requisite facilities for consultation with clients.

7. Sharing an office and staff

- (1) A principal of a foreign firm shall ensure that the firm's practice is conducted in self-contained premises, and that the firm's staff and facilities are under its exclusive control.
- (2) Subject to subsection (3), a principal of a foreign firm shall ensure that in the conduct of its practice the firm does not -

- (a) share premises, which term includes waiting rooms and reception areas;
 - (b) share staff, which term includes telephonists, receptionists and all other non-fee earning staff employed by the firm;
 - (c) share telephone, computer or electronic equipment used for the transmission or storage of clients' confidential information.
- (3) Subject to the need to maintain clients' confidentiality -
- (a) a foreign firm may share services reasonably regarded as those of an independent contractor with any other foreign firm or third party;
 - (b) a foreign firm forming part of an Association may share premises, personnel and facilities with any other firm in the Association,
- but subject to the foregoing a principal of a foreign firm shall ensure that the firm does not share any services, premises, personnel or facilities with any other person.
- (4) Where a building is shared by a foreign firm with another business or where there are shared common areas a principal of the foreign firm shall ensure that -
- (a) there are signs indicating the premises of the firm so as to distinguish them from the premises occupied by others;
 - (b) common areas do not give the appearance of being part of another business.

8. Control of employment of unqualified person

- (1) A principal of a foreign firm shall ensure that the firm does not employ persons who are not foreign lawyers ("unqualified persons") in a number more than 6 plus 8 times the number of resident principals and foreign lawyers employed full-time in that firm.
- (2) For the purpose of this section -
 - (a) persons employed otherwise than by a foreign firm (such as by a service company set up by the principal or principals of the firm) but for the purposes of the firm shall be deemed to be persons employed in that firm;
 - (b) in calculating the number of unqualified persons employed in a foreign firm, full-time law students working part-time or full-time during holidays and breaks or part-time during the academic year shall not be taken into account; and
 - (c) in calculating the number of resident principals and foreign lawyers employed full-time in a foreign firm, a foreign lawyer shall not be taken into account in respect of more than one firm.
- (3) A principal of a foreign firm shall ensure that every name card of an employee who is an unqualified person, being a card which bears the name of the foreign firm, includes a clear description of the capacity in which the employee is being employed.

9. Reporting of particulars

- (1) A principal of a foreign firm shall, within 14 days after the establishment of a place of business by the firm, advise the Society in writing in a form approved by the Society of the following particulars in respect of any member of staff of the firm whether part-time or full-time, remunerated or otherwise, other than a member of staff who is a foreign lawyer:
 - (a) the member's name;
 - (b) his identity card or passport number;
 - (c) his Chinese commercial code, if applicable;
 - (d) his date of birth;
 - (e) his position in the firm; and
 - (f) the date on which his employment began.
- (1A) The principal of the firm shall also, within 14 days after the establishment of a place of business by the firm, advise the Society in writing in a form approved by the Society of the following particulars in relation to any service company engaged by the firm:
 - (a) the name of the service company, its registered office, its Business Registration Number, the names of its directors and whether or not they are foreign lawyers;
 - (b) the following particulars in respect of any employee of the service company, whether or not the employee has been provided as staff of the foreign firm, whether part-time or full-time, remunerated or otherwise, and whether or not the employee is a foreign lawyer:
 - (i) the employee's name;
 - (ii) his identity card or passport number;
 - (iii) his Chinese commercial code, if applicable;
 - (iv) his date of birth;
 - (v) his position in the firm or the service company; and
 - (vi) the date on which his employment began; and
 - (c) the address or addresses of the service company together with telephone, fax, telex and DX numbers, where appropriate.
- (2) A principal of a foreign firm shall, within 14 days of such occurrence, advise the Society in writing in a form approved by the Society of any change of the particulars required to be given in -
 - (a) an application for registration as a foreign firm;
 - (b) a return under subsection (1) or (1A).
- (3) A principal of a foreign firm who is in practice at any time during a calendar year shall, not later than 31 January in the next calendar year, furnish to the Secretary General a declaration in a form approved by the Society as to the

following particulars in respect of the relevant calendar year -

- (a) the names of all the principals, employed foreign lawyers and consultants in the firm;
 - (b) in respect of any principal, employed foreign lawyer or consultant in the firm who is also a principal or employee of another foreign firm or firm of solicitors in Hong Kong, or a salaried employee of a service company in Hong Kong, the name of the person and of the other firm or company and the person's position in the other firm or company;
 - (c) in respect of any member of staff of the firm, whether part-time or full-time, remunerated or otherwise (except an employee who is a foreign lawyer) -
 - (i) the member's name;
 - (ii) his identity card or passport number;
 - (iii) his Chinese commercial code, if applicable;
 - (iv) his date of birth;
 - (v) his position in the firm; and
 - (vi) if applicable, the date during the calendar year on which employment began or ceased; and
 - (d) if the firm engages a service company to provide staff for the firm, the name of any such company and the names of the directors of any such company.
- (4) For the purposes of subsections (1) and (3), persons engaged as a member of staff otherwise than by a foreign firm (such as by a service company set up by the principal or principals of the firm) but for the purposes of the firm shall be deemed to be persons engaged as a member of staff of that firm.
- (5) Except upon formal resolution of the Council, any particulars given to the Secretary General under subsection (3)(b) or (d) shall not be disclosed by the Secretary General to any person other than -
- (a) Council members;
 - (b) members of Committees established by the Council;
 - (c) a Solicitors Disciplinary Tribunal;
 - (d) the Tribunal Convenor of the Solicitors Disciplinary Tribunal Panel;
 - (e) counsel, accountants, solicitors and agents appointed by the Society; and
 - (f) employees of the Society,

whose proper business it is to have access to such particulars for the purposes of ascertaining whether the provisions of these Rules or any other laws or regulations concerning foreign lawyers, employees of foreign lawyers or solicitors have been complied with or of dealing with the disciplinary consequences of any alleged breach thereof.

- (6) The particulars required to be given under subsections (1), (2) and (3) may be given by one principal on behalf of the other principals.

9A. Particulars relating to sole practitioner foreign lawyer

- (1) A foreign lawyer who commences practice as a foreign lawyer in his own name or under the name of a foreign firm, where he is the sole proprietor of the foreign firm (in this section referred to as a "sole practitioner foreign lawyer") shall -

- (a) ensure that, at the commencement of his practice, there is in effect a testamentary provision which provides -

(i) for the management of his practice as a sole practitioner foreign lawyer after his death, pending the disposal or cessation of that practice; and

(ii) for such management to be carried out by a person who is a foreign lawyer holding an unconditional certificate of registration and who has consented in writing to so manage that practice;

- (b) within 14 days of commencement of practice as a sole practitioner foreign lawyer advise the Society in writing in a form approved by the Society of the following particulars -

(i) the name, address, telephone number, fax number, telex number and DX number, where appropriate, of -

(A) the executor of the will which contains the testamentary provision as required under paragraph (a); and

(B) the foreign lawyer mentioned in paragraph (a)(ii);

(ii) if that will has been lodged with another person by the sole practitioner foreign lawyer, the name and address of that person.

- (2) A foreign lawyer who practises as a sole practitioner foreign lawyer shall -

- (a) ensure that a testamentary provision as required under subsection (1)(a) remains in effect at all times during his practice as a sole practitioner foreign lawyer, except for a period of 14 days after any change in the foreign lawyer mentioned in subsection (1)(a)(ii);

- (b) advise the Society in writing in a form approved by the Society within 14 days of such occurrence of any change in any of the particulars referred to in subsection (1)(b).

- (3) This section does not apply to a sole practitioner foreign lawyer where the foreign firm mentioned in subsection (1) is a branch of an overseas firm and is registered as a foreign firm under section 39B of the Ordinance.

- (4) Except upon formal resolution of the Council, the particulars furnished under subsection (1)(b) or (2)(b) shall not be disclosed by the Secretary General to any person other than -

(a) Council members;

(b) members of committees established by the Council;

- (c) a Solicitors Disciplinary Tribunal;
- (d) the Tribunal Convenor of the Solicitors Disciplinary Tribunal Panel;
- (e) counsel, accountants, solicitors and agents appointed by the Society; and
- (f) employees of the Society.

whose proper business it is to have access to such particulars for the purposes of

- (i) ascertaining whether the provisions of these Rules or any other laws or regulations concerning the sole practitioner foreign lawyer have been complied with; or
- (ii) dealing with the disciplinary consequences of any alleged breach of those provisions.

10. Powers of Council to verify compliance with Rules

- (1) In order to ascertain whether the provisions of these Rules have been complied with, the Council, acting either -

- (a) on its own motion; or
- (b) on a written complaint lodged with it by a third party,

may require any foreign lawyer to produce at such time and place as may be fixed by the Council, his books of account, bank pass books, loose-leaf bank statements, statements of account, vouchers and any other necessary documents for the inspection of any person appointed by the Council, and such person shall be directed to prepare for the information of the Council a report on the result of such inspection and any such report may be used as a basis for proceedings under the Ordinance.

- (2) Upon being required so to do a foreign lawyer shall produce such books of account, bank pass books, loose-leaf bank statements, statements of account, vouchers and documents at the time and place fixed.
- (3) Before instituting an inspection on a written complaint lodged with it by a third party, the Council shall require prima facie evidence that a ground of complaint exists, and may require the payment by such party to the Council of a reasonable sum to be fixed by it to cover the costs of the inspection, and the costs of the foreign lawyer against whom the complaint is made and the Council may deal with any sum so paid in such manner as it thinks fit.
- (4) The Council may make such order for the payment of the costs of any inspection required by the Council under this section as it thinks fit.

11. Power of waiver

The Council shall have power to waive in writing any of the provisions of these Rules in any particular case or cases, either unconditionally or subject to such conditions as the Council may think fit to impose.

12. Application of other Rules

The Rules specified in column 2 of the Schedule, with the necessary changes and specifically with the changes, if any, to those Rules specified opposite such Rules in column 3 of the Schedule. shall apply to foreign lawyers and foreign firms as if every

reference in those Rules to a solicitor were a reference to a foreign lawyer and every reference to a firm of solicitors were a reference to a foreign firm.

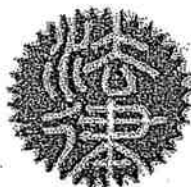
13. Transitional

- (1) Section 9A of the Rules as added by the Foreign Lawyers Practice (Amendment) Rules 2000 applies to a foreign lawyer who is in practice as a sole practitioner foreign lawyer immediately before the commencement of the Amendment Rules as it applies to a foreign lawyer who commences such practice after that commencement.
- (2) For the purposes of subsection (1), a foreign lawyer who is in practice as a sole practitioner foreign lawyer immediately before the commencement of the Foreign Lawyer Practice (Amendment) Rules 2000 shall be regarded as commencing practice as a sole practitioner foreign lawyer at the commencement of the Amendment Rules.

SCHEDULE

**RULES TO BE APPLIED TO FOREIGN LAWYERS
AND FOREIGN FIRMS**

Item	Rules	Changes
1.	Accountant's Report Rules (Cap.159 sub.leg.)	Every reference to a practising certificate shall be read as a reference to a certificate of registration as a foreign lawyer issued by the Society under the Foreign Lawyers Registration Rules
2.	Solicitors' Accounts Rules (Cap. 159 sub. leg.)	



THE
LAW SOCIETY
OF HONG KONG
香港律師會

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HOMEPAGE (網頁) : <http://www.hklawsoc.org.hk>

Index Reference :

Regulations: Legal
Practitioners Ordinance,
Practice Directions and Rules

CIRCULAR 06-350 (COM)

26 June 2006

REGISTERED FOREIGN LAWYERS PROFESSIONAL INDEMNITY

Reference is made to circulars 06-238 and 06-324 issued on 2 May and 12 June respectively concerning the requirements under Rule 6 of the Foreign Lawyers Registration Rules for registered foreign lawyers to produce evidence of professional indemnity cover that is "in a manner and to the extent similar to the indemnity provided to a solicitor" under the Solicitors (Professional Indemnity) Rules.

The two circulars referred to the requirement for registered foreign lawyers to produce evidence of indemnity of not less than HK\$10 million in respect of each and every claim (inclusive of costs) with no aggregate limit. Indemnity is also to be provided against loss occasioned by the fraud or dishonesty of employees of the firm other than that occurring as a result of recklessness or dishonesty or a fraudulent act or fraudulent omission by the principal in the conduct or management of the practice.

The Law Society has received representations from registered foreign lawyers who have encountered some difficulties in obtaining the required level of cover in time for the renewal of their registration as foreign lawyers on 1 July 2006. The Law Society is prepared to consider applications on an individual basis by registered foreign lawyers for an extension not exceeding 3 months to enable them to comply with the requirements of Rule 6 of the Foreign Lawyers Registration Rules provided such registered foreign lawyers at the time of renewal ensure that their existing indemnity cover is extended pending compliance.

Applications for an extension of time to meet the requirements of Rule 6 should be made to the Director of Compliance before 30 June 2006 setting out the reasons for seeking an extension and submitting all other documents required for renewal prior to 1 July 2006.

香港律师公会认受之 内地律师行和律师的良好声誉证明书

		1	2
		所	人
a	司法部	不适用	不适用
b	全国律协	✓ <u>1(b)</u>	不适用
c	司法厅	✓ <u>1(c)</u>	✓ <u>2(c)</u>
d	省律协	✓ <u>1(d)</u>	✓ <u>2(d)</u>
e	司法局	✓ <u>1(e)</u>	✓ <u>2(e)</u>
f	市律协	✓ <u>1(f)</u>	✓ <u>2(f)</u>

附件一：由中华全国律师协会签发推荐函予内地律师事务所申请来港成立分所

中华全国律师协会专用纸张

推 荐 函

函号：

香港律师会：

XX 省/市 XX 律师事务所赴香港特别行政区申请设立分支机构。中华全国律师协会特予推荐。

截止此函日期，XX 律师事务所没有任何违规执业记录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和行政调查。

本推荐函有效期为：XXXX 年 XX 月 XX 日至 XXXX 年 XX 月 XX 日。

签发地 ： 北京
签发人 ： 会长
签名 ：

XXXX 年 XX 月 XX 日

附件二·一：(1) 由司法厅或司法局签发良好纪录证明予内地律师事务所【或其内地分所】作
申请来港设立分所之用

XX 省/自治区/直辖市司法厅(局) 专用纸张

证 明

函号：

XX 省/市 XX 律师事务所 (执照证号：XXXX)，【是 XX 律师事
务所在 XX 省/市增设的分所】，成立于 XXXX 年 XX 月 XX 日，地址
是 XXXXXX。

截止此证明发出日期，XX 律师事务所没有任何违规执业记
录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和
行政调查。

特此证明

XX 省/自治区/直辖市司法厅(局)

加印盖章处

XXXX 年 XX 月 XX 日

附件二·二：(1) 由律师协会签发良好纪录证明予内地律师事务所【或其内地分所】作申请来港设立分所之用

xx 省级/自治区/直辖市律师协会专用纸张

证明

函号：

xx 省/市 xx 律师事务所 (执照证号：xxxx)，【是 xx 律师事务所在 xx 省/市增设的分所】，成立于 xxxx 年 xx 月 xx 日，地址是 xxxxxx。

截止此证明发出日期，xx 律师事务所没有任何违规执业记录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和行政调查。

此证明已征求过 xx 省/自治区/直辖市司法厅(局)的同意，并备案。

特此证明

xx 省级/自治区/直辖市律师协会

加印盖章处

xxxx 年 xx 月 xx 日

附件二·一：(2) 由司法局签发良好纪录证明予内地律师事务所【或其内地分所】作申请来港
设立分所之用

XX 市司法局专用纸张

证 明

函号：

XX 省/市 XX 律师事务所 (执照证号：XXXX)，【是 XX 律师事
务所在 XX 省/市增设的分所】，成立于 XXXX 年 XX 月 XX 日，地址
是 XXXXXX。

截止此证明发出日期，XX 律师事务所没有任何违规执业记
录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和
行政调查。

特此证明

XX 市司法局

加印盖章处

XXXX 年 XX 月 XX 日

附件二·二：(2) 由律师协会签发良好纪录证明予内地律师事务所【或其内地分所】作申请来港设立分所之用

XX 地(市)级律师协会专用纸张

证 明

函号：

XX 省/市 XX 律师事务所 (执照证号：XXXX)，【是 XXX 律师事务所在 XX 省/市增设的分所】，成立于 XXXX 年 XX 月 XX 日，地址是 XXXXXX。

截止此证明发出日期，XX 律师事务所没有任何违规执业记录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和行政调查。

此证明已征求过 XX 市司法局同意，并备案。

特此证明

XX 地(市)级律师协会

加印盖章处

XXXX 年 XX 月 XX 日

附件三·一：(1) 由司法厅或司法局签发良好纪录证明予内地律师作申请来港执业之用

XX 省/自治区/直辖市司法厅(局)专用纸张

证明

函号：

XX 省/市 XX 律师事务所 XXX 律师〔执业证号：XXXX〕于 XXXX 年 XX 月 XX 日取得律师执业资格，XXXX 年 XX 月 XX 日取得律师执业证，【曾在 XX 省/市执业】，自 XXXX 年 XX 月 XX 日起在 XX 省/市执业。目前他/她有权在中国(内地)境内进行律师执业。

截止此证明发出日期，XXX 律师在执业期间没有任何违规执业记录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和行政调查，具有良好的政治素质和职业道德。

特此证明

XXX 省/自治区/直辖市司法厅(局)

加印盖章处

XXXX 年 XX 月 XX 日

附件三·二：(1) 由律师协会签发良好纪录证明予内地律师作申请来港执业之用

XX 省级/自治区/直辖市律师协会专用纸张

证明

函号：

XX 省/市 XX 律师事务所 XXX 律师〔执业证号：XXXX〕于 XXXX 年 XX 月 XX 日取得律师执业资格，XXXX 年 XX 月 XX 日取得律师执业证，【曾在 XX 省/市执业】，自 XXXX 年 XX 月 XX 日起在 XX 省/市执业。目前他/她有权在中国(内地)境内进行律师执业。

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此证明已征求过 XX 省/自治区/直辖市司法厅(局)的同意，并备案。

特此证明

XX 省级/自治区/直辖市律师协会

加印盖章处

XXXX 年 XX 月 XX 日

附件三·一：(2) 由司法局签发良好纪录证明予内地律师作申请来港执业之用

XX 市司法局专用纸张

证明

函号：

XX 省/市 XX 律师事务所 XXX 律师〔执业证号：XXXX〕于 XXXX 年 XX 月 XX 日取得律师执业资格，XXXX 年 XX 月 XX 日取得律师执业证，【曾在 XX 省/市执业】，自 XXXX 年 XX 月 XX 日起在 XX 省/市执业。目前他/她有权在中国(内地)境内进行律师执业。

截止此证明发出日期，XXX 律师在执业期间没有任何违规执业记录；未受过任何纪律和行政处分；也不涉及任何未完成的纪律和行政调查，具有良好的政治素质和职业道德。

特此证明

XX 市司法局

加印盖章处

XXXX 年 XX 月 XX 日

附件三·二：(2) 由律师协会签发良好纪录证明予内地律师作申请来港执业之用

XX 地(市)律师协会专用纸张

证 明

函号：

XX 省/市 XX 律师事务所 XXX 律师〔执业证号：XXXX〕于 XXXX 年 XX 月 XX 日取得律师执业资格，XXXX 年 XX 月 XX 日取得律师执业证，【曾在 XX 省/市执业】，自 XXXX 年 XX 月 XX 日起在 XX 省/市执业。目前他/她有权在中国(内地)境内进行律师执业。

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此证明已征求过 XX 市司法局的同意，并备案。

特此证明

XX 地(市)律师协会

加印盖章处

XXXX 年 XX 月 XX 日



