

TERMS AND CONDITIONS**Singapore Company - Company Registration**

The Terms and Conditions is made between:

SBC : SBC Corporate Management Pte. Ltd. and its Related Companies/We/Us (Hereinafter called “SBC”)
&
CLIENT : Client/Who have requested SBC to provide services/You/Your (Hereinafter called “the Client”)

THE CLIENT UNDERSTANDS THE SCOPE OF SERVICES PROVIDED BY SBC AND IT IS HEREBY AGREED AS FOLLOWS:

These Terms and Conditions explain the respective rights and obligations of SBC and the CLIENT in connection with the use of the service, by requesting for or using or attempting to use the service, the Client is bound by below Terms and Conditions. CLIENT acknowledged and agreed that the instruction of the following services shall be informed to SBC at least 1 working day in advance in order to provide sufficient time to process the necessary formalities.

H(1) Service Scope of Singapore Limited Company Registration including:

- 1.1 According to the requirement of Accounting And Corporate Regulatory Authority (ACRA), the Client should submit the application with the identification copies and details of the Client’s director(s), shareholder(s) and company secretary.
- 1.2 Upon receipt of all documents from the Client, the registration procedures will be started.
 - 1.21 Submit registration documents to Accounting And Corporate Regulatory Authority (ACRA)
 - 1.22 Follow up the progress of registration, Accounting And Corporate Regulatory Authority (ACRA) reserves the right of final approval
 - 1.23 When the Registration is completed, the formation documents and company kit will be sent to the Client
- 1.3 The Client understands if the company name is too similar or likeness to famous/branded company, it may possibly cause dispute or litigation from them and Accounting And Corporate Regulatory Authority (ACRA)/Government Departments.

H(2) Services Scope of Company Secretary (if applicable):

- 2.1 Provision of Singapore Registered Address during appointment (for receiving Government mails only)
- 2.2 Prepare and filing of Annual Return and the minutes of Annual General Meeting (AGM) for the year
- 2.3 Increase Share Capital and allotment
- 2.4 Update/Change of Shareholder and shareholding status
- 2.5 Update/Change of Director’s information, Company name and registered address
- 2.6 Update/Submit registration document of the Company and prepare minutes or resolution as necessary

(Free handling of 5 sets of document for item 2.3 ~ 2.6 each year, any extra handling of document shall be charged additionally on a yearly basis for each set of document.)

H(3) Accounting And Corporate Regulatory Authority (ACRA) will issue registration documents to newly incorporated company. SBC will provide below documents and company kit after registration is completed:

- 3.1 Full set of incorporation documents
- 3.2 Minutes for opening bank account
- 3.3 Certified True Copy documents
- 3.4 10 sheets of Share Certificate
- 3.5 5 copies of Company Constitution
- 3.6 Certificate of Guarantee of Quality
- 3.7 1 company kit for incorporation documents
- 3.8 2 pieces of pre-stamp chop

Singapore Company – Annual Renewal

H(4) Services of Company Secretary including:

- 4.1 Provision of Singapore Registered Address for one year
 - For receiving Government mails only
- 4.2 Update/Submit registration documents of the Company and prepare minutes of meeting
 - 4.21 Change of Company Name / Financial Year End / Business Nature
 - 4.22 Change of Company Registered Address
 - 4.23 Update/Change of Directors' information
 - 4.24 Update/Change of Shareholder and shareholding status
 - 4.25 Declaration and filing Legal Charge
 - (The information is provided by the Client for reporting in the Annual Return for the year)
 - (Free handling of 5 sets of document each year, any extra handling of document shall be charged additionally on a yearly basis for each set of document.)**
- 4.3 Preparation and filing of the Annual Return and the minutes of Annual General Meeting (AGM) for the year

H(5) A copy of the following documents will be kept by SBC upon the completion of the Annual Return filling:

- 5.1 Annual Return
- 5.2 Minutes of Annual General Meeting

H(6) Upon completion of Service, the Client will be notified:

- 6.1 By phone, SMS or email; or
- 6.2 As requested by the Client, email the soft copy of the document; or
- 6.3 Prepare Certified True Copy by CPA for the documents upon request (extra fee shall be applied)

Singapore Company – Change of Director(s) / Transfer of Share(s)**H(7) According to requirements of share transfer, the Client must provide the following:**

- 7.1 If the company is dormant:
 - 7.11 A declaration to confirm the company is in a dormant status
 - 7.12 The share transfer documents
 - 7.13 Company Constitution of the company of which shares are being transferred
 - 7.14 The latest Annual Return (if applicable)
- 7.2 If the company has commenced business:
 - 7.21 The latest audited financial statements or certified management accounts of the company made up to a date within 6 months prior to the date of transfer
 - 7.22 The share transfer documents
 - 7.23 Company Constitution of the company of which shares are being transferred
 - 7.24 The latest Annual Return (if applicable)
- 7.3 The Stamp Duty of the Shares Transfer will be calculated as per the assessment to the company latest business status and its book value by the Tax Office.
 - 7.31 The stamp duty of a dormant company will be calculated on a fixed rate, based on the amount of share(s) to be transferred and its value of consideration
 - 7.32 Stamp Duty will be borne by the Client (5% handling fee shall be charged in addition to the Stamp Duty cost if the Client requests to debit the charge to Sundry Expenses Account)

H(8) Transfer of share(s) service including:

- 8.1 SBC will verify the information provided by the Client:
 - 8.11 Signatures of the transferor and transferee on the transfer documents must be true and authentic
 - 8.12 If the transfer parties are unable to come in person to sign the documents at SBC's premises, SBC will contact all involved parties to confirm the trueness of such share(s) transfer matters before filing the documents at its own discretion
 - 8.13 The transfer of share(s) service will be terminated if the involved parties are failed to confirm such matters or become non-contactable
- 8.2 After verification of the documents provided by the Client, SBC will submit all documents to the Government for filing.
- 8.3 SBC or its related companies has no engagement and thus liability in any transferor / transferee disputes arise from the transfer of share(s).

H(9) When the transfer of share(s) is completed, all transfer parties will be returned and retain their own copy.

Singapore Company – Deregistration**H(10) The Client has the responsibility to verify the following items before the application of deregistration, including:**

- 10.1 All members of the Client agree to apply for deregistration of the company.
- 10.2 The Client has never commenced business or operation, or has ceased to carry on business or ceased operation for more than 3 months immediately before the application.
- 10.3 The Client has no outstanding liabilities.
- 10.4 The Client shall settle loan (if any) and declare to the local government for record before the commencement of deregistration process.
- 10.5 Bank Accounts of the Client should be closed before application.
 - 10.51 After the announcement from Accounting And Corporate Regulatory Authority (ACRA) that the company is dissolved, any property under the company's name (including credit balances in the company's bank accounts) will be frozen

H(11) Company Deregistration service including:

- 11.1 SBC shall commence the deregistration procedure upon receiving all requisite signed documents.
 - 11.11 Submit the deregistration document to related government departments
 - 11.12 ACRA will publish the First Gazette Notification in the Government Gazette and inform the tax department (IRAS) regarding the deregistration application of the company
 - 11.13 If no objection to deregistration is received within the statutory period from the date of notice. ACRA will proceed the final stage of approval
 - 11.14 Follow up the deregistration progress, in which the Government reserves the right of final approval
 - 11.15 Deregistration procedure of the company is completed

H(12) When Deregistration is completed, ACRA will issue the Final Gazette Notification in the Government Gazette to confirm the status.**The Client may choose the following ways to collect the company documents:****H(13) Free of charge for collecting at SBC's service points (with notice in advance for collection at any service points outside Singapore).****H(14) Authorize SBC to forward the documentation to specified address.**

- 14.1 Free delivery will be provided by SBC for sending the company documentation to specified address in Singapore.
- 14.2 Postage charge shall be borne by the Client for forwarding the company documents to specified address outside Singapore.

服务条款及细则 新加坡公司 — 公司注册

此服务条款及细则制定予以下双方：

骏业 : SBC Corporate Management Pte. Ltd. 或其联营公司 (下称“骏业”)
 &
客户 : 客户/接受服务者/您/您的 (下称“客户”)

“客户” 明白 “骏业” 所提供之服务范围，并遵守以下事项，内容包括：

本条款及细则说明“骏业”与“客户”就使用服务各自的权利及义务。“客户”一经要求或使用“骏业”提供之服务，即被视为已接受本条款及细则并受其约束。“客户”明白及同意以下各项服务之执行指令均需于最少1个工作天前预先通知“骏业”安排，以便有足够时间进行及处理有关所需之手续。

H(1) 注册新加坡有限公司服务，内容包括：

- 1.1 客户须按新加坡会计与企业管制局 (ACRA) 的要求，提供股东、董事及秘书之身份证明文件或护照之副本资料。
- 1.2 当收到客户签署的全部相关文件，即展开注册新加坡有限公司手续。
 - 1.21 提交注册文件到新加坡会计与企业管制局 (ACRA)
 - 1.22 跟进审批注册进度，新加坡会计与企业管制局 (ACRA) 保留最终审批权利
 - 1.23 完成注册程序及提供公司物品
- 1.3 客户已知悉，相关公司名称如与某些品牌雷同，日后可能会引起政府或相关品牌作出检控及诉讼。

H(2) 公司秘书服务 (如适用)：

- 2.1 在委任期内，提供新加坡注册地址 (只代收政府函件)
- 2.2 呈报是年度周年申报文件，包括：公司周年申报表及周年股东大会记录 (AGM)
- 2.3 增加注册资本及分配股份
- 2.4 更新/更改股东，更改或转让股份
- 2.5 更新/更改董事资料，更改公司名称及注册地址
- 2.6 更改及呈报公司注册文件，制作会议纪录

(2.3 ~ 2.6 项每年度免费处理 5 套文件，其后则按每年度每份文件额外收取服务费)

H(3) 新加坡会计与企业管制局 (ACRA) 于指定时间内完成注册审批，完成注册后，骏业提供以下公司物品，包括：

- 3.1 全套注册文件
- 3.2 开户会议记录
- 3.3 鉴证本文件
- 3.4 公司股票 10 张
- 3.5 公司宪法 5 本
- 3.6 质量及责任保证书
- 3.7 公司文本及会议记录盒 1 个
- 3.8 原子章 2 个

新加坡公司 — 年检

H(4) 公司秘书服务，内容包括：

- 4.1 提供新加坡注册地址一年
 - 只代收政府函件
- 4.2 更改及呈报公司注册文件，制作会议纪录
 - 4.21 更改公司名称 / 财政年结日 / 行业性质
 - 4.22 更改公司注册地址
 - 4.23 更新/更改董事资料
 - 4.24 更新/更改股东，更改或转让股份
 - 4.25 呈报该公司之按揭及押记的未偿还之总额 (资料由客户提供，以作申报于该年度之周年申报表中)
(每年度免费处理 5 套文件，其后则按每年度每份文件额外收取服务费)
- 4.3 呈报是年度之周年申报文件，包括：公司周年申报表及周年股东大会记录 (AGM)

H(5) 完成年检后，骏业保留以下文件之副本作存档，包括：

- 5.1 周年申报表
- 5.2 周年股东大会记录

H(6) 骏业按以下方法通知客户已完成之物品：

- 6.1 以电话、短讯或电邮方式通知客户已完成; 或
- 6.2 可按客户要求，电邮文件副本作查阅; 或
- 6.3 可按客户要求，就已完成文件签发会计师鉴证本 (须另行收费)

新加坡公司 - 更改董事 / 股份转让**H(7) 客户须按股份转让要求，提供有效之证明文件：**

- 7.1 如该公司属无营运状况：
 - 7.11 无营运声明书
 - 7.12 股份转让文件
 - 7.13 公司宪法
 - 7.14 最新年度之周年申报表 (如适用)
- 7.2 如该公司属有营运状况：
 - 7.21 审计报告或有效期 6 个月内之管理帐目核证本
 - 7.22 股份转让文件
 - 7.23 公司宪法
 - 7.24 最新年度之周年申报表 (如适用)
- 7.3 政府按该公司营运状况及提交之帐目文件评定股份转让之厘印费。
 - 7.31 无营运状况公司之厘印费将按转让股份之总值，以定额计算
 - 7.32 客户须另行支付相关政府厘印费用 (如须将费用登记到杂费记录中，须加收 5% 手续费)

H(8) 股份转让服务，内容包括：

- 8.1 骏业将核实客户提供之资料：
 - 8.11 股份转让文件均须由出让方及受让方亲笔签名
 - 8.12 如非亲临骏业服务点即场签署文件，为确保签署属实无误，骏业如有理由怀疑、将安排回访出让方及受让方，确认双方于知悉下办理该股份转让详情，确认资料及签署属实无误，方申报该转让交易文件
 - 8.13 如回访不果者，骏业将终止办理该股份转让文件
- 8.2 骏业核实客户提交之全部文件并确认无误后，即提交股份转让文件到相关政府部门申报。
- 8.3 出让方及受让方日后就股份转让有所争议，一律与骏业或其联营公司无关。

H(9) 完成股份转让手续后，出让方及受让方各执一份为凭。**新加坡公司 - 撤销注册****H(10) 客户于申请撤销注册前，须核实以下事项，内容包括：**

- 10.1 客户该公司的所有成员均同意撤销注册。
- 10.2 客户该公司从未开始营运或运作，或在紧接该申请之前已停止营运或运作三个月以上。
- 10.3 客户该公司没有尚未清偿之债务。
- 10.4 客户须于办理申请撤销注册前缴付所有政府费用。
- 10.5 客户公司的银行户口已办理取消。
 - 10.51 客户于政府宣布该公司正式解散后，如该公司名下有财产 (包括银行户口结余) 将归政府管有

H(11) 撤销注册新加坡有限公司服务，内容包括：

- 11.1 骏业于收到客户签署的全部相关文件，即展开撤销注册手续。
 - 11.11 提交撤销注册文件到相关政府部门。
 - 11.12 ACRA 将于政府宪报刊登首份宪报通知，并会通知新加坡税务局 (IRAS) 有关客户公司之撤销注册申请。
 - 11.13 于刊登公告的法定期间内，如未有收到反对，ACRA 会进行最后阶段之审批。
 - 11.14 跟进政府审批撤销注册进度，政府保留最终审批权利。
 - 11.15 完成撤销注册程序。

H(12) 成功申请撤销注册，ACRA 会于政府宪报刊登最终宪报通知以确认该公司已撤销注册。

客户可选择以下方法提取该公司物品

H(13) 亲临骏业各服务点提取公司物品，费用全免（如欲于新加坡以外之服务点提取，则需预先通知）。

H(14) 授权骏业，转寄公司物品到指定地址。

- 14.1 如属新加坡地区，骏业将免费邮递公司物品到客户指定地址。
- 14.2 如非新加坡地区，骏业将邮递公司物品到客户指定地址，客户须另行支付相关费用。