

TERMS AND CONDITIONS – Nomination Service

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.

N(1) The scope of the Nomination Service:

- 1.1 Nomination service is only applicable for Company Registration purposes. SBC will not participate in the company’s decision and/or its daily business operation nor represent, sign or execute any form of purchasing, invoicing or other business related documents.
- 1.2 SBC shall commence the nomination procedure upon the receipt of all signed documents of director or shareholder appointments from the Client.
- 1.3 During the Nomination period, the Client may authorize SBC by written consent to sign the following documents on its behalf and any extra service charge shall be borne by the Client.
 - 1.3.1 Drafting & prepare documents for Nomination,
 - 1.3.2 Sign & file Annual Return,
 - 1.3.3 Opening Bank Accounts,
 - 1.3.4 Attending & sign Audited Financial Statement,
 - 1.3.5 Handling of Banking Documents,
 - 1.3.6 Attending of Legal Documents,
- 1.4 During the Nomination period, SBC will only handle the application of opening bank accounts, and will not operate or be the signer of any bank accounts.
- 1.5 During the Nomination period, all Legal documents will attend by solicitor appointed by SBC at Client’s cost.

N(2) Upon the nomination procedure is completed, the Client will receive one set of Nomination Service Agreement.

N(3) The Client may choose the following ways to collect the company documents:

- 3.1 In person at any service points of SBC (with notice in advance for collection at any service points outside Singapore).
- 3.2 Authorize SBC to redirect the documents to specified address.
 - 3.21 Free delivery will be provided by SBC for redirecting to specified address in Singapore.
 - 3.22 Any postage charge shall be borne by the Client for redirecting the company documents to a specified address outside Singapore.

N(4) Renewal of nomination service:

- 4.1 The Client is required to renew the nomination service annually.
- 4.2 Director or shareholder is required to sign the nomination contract annually.
- 4.3 If the Client appoints SBC as the Director or Shareholder of the Company. Annual Returns should be submitted annually to ensure the legal status of the company.

N(5) Termination of nomination service:

- 5.1 The service will be terminated immediately if the Client fail or unable to make renewal instruction before the service expiry.
- 5.2 If the Client or its related company is involved in any commercial dispute, debt or involved in any criminal affairs, SBC reserves the right to terminate the service immediately and may disclose the nominator information to any parties.

服务条款及细则 — 委任服务

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。

N(1) 委任服务内容包括：

- 1.1 委任服务只属申报作注册公司之用，骏业绝不参与公司一切决策及运作，亦不包括代表、签署或执行任何形式的购买、发票或任何有关的商业活动之文件。
- 1.2 骏业於收到客户签署委任董事或股东委任文件，委任服务即展开。
- 1.3 於委任服务期内，凡签署下列文件，客户必须书面授权及另行支付附加服务费：
 - 1.3.1 制作委任文件
 - 1.3.2 签署公司周年申报文件
 - 1.3.3 办理开立银行户口
 - 1.3.4 签署核数报告文件
 - 1.3.5 办理其他银行文件
 - 1.3.6 办理各类法律文件
- 1.4 於委任服务期内，凡办理银行开户手续，骏业只提供签署开立银行户口申请，而绝不授权作账户授权使用人士。
- 1.5 於委任服务期内，凡办理各类法律文件，必须由骏业委派之律师行办理，相关律师费用由客户支付。

N(2) 完成委托手续後，客户将获发出委托同意书。

N(3) 客户可选择以下方法提取该公司物品：

- 3.1 亲临骏业各办事处提取公司物品（如欲于新加坡以外之服务点提取，则需预先通知）。
- 3.2 授权骏业，转寄公司物品到指定地址。
 - 3.2.1 如属新加坡地区，骏业将免费邮递公司物品到指定地址
 - 3.2.2 如非新加坡地区，骏业将邮递公司物品到指定地址，客户须另行支付相关费用

N(4) 续委任服务，内容包括：

- 4.1 客户须按年办理续委任服务手续。
- 4.2 董事或股东须按年签署信托文件。
- 4.3 如客户只属委任董事或股东者，必须按年提交周年申报表以保障公司合法性。

N(5) 终止服务，内容包括：

- 5.1 骏业如未能在委托期届满时联络客户，或客户未给予任何指示或续约，此委托服务将即时终止。
- 5.2 客户或其有关公司如涉及任何形式的商业纠纷、债务或罪案，骏业将有权立刻终止提供服务并有权公开客户的任何资料予任何人。