



Corporate Service Agreement

This Service Level Agreement provides a framework for Healy Consultants Pte Ltd (hereafter referred to as “Healy Consultants”) and The Affiliate Partner Company (hereafter referred to as The Affiliate Partner) to establish mutually acceptable terms and conditions that will ensure everyone receives a standard of customer service which is commensurate with their expectations and needs. Please read through the terms of business and definitions in this Agreement. Each party to this Agreement will sign each page as evidence of their understanding and agreement with these terms and conditions.

The Affiliate Partner and Healy Consultants agree to work together on the following services:

1. Provision of nominee directorship for (Country) companies;
2. Assist with corporate bank account opening without our client travelling to (Country). The Affiliate Partner’s fee includes couriering the Internet banking kit to our Client’s preferred location. If our client travels to (Country), The Affiliate Partner will accompany them to the bank to attend corporate bank account opening meeting(s);

Healy Consultants and The Affiliate Partner to agree the following terms and conditions:

3. At the beginning of each engagement, Healy Consultants and The Affiliate Partner will agree fees (appendix 1). Once they agree neither party will revert with any fee increases during the engagement. The client party will proceed with payment of 100% of fees after completion of work;
4. If there are additional charges involved, The Affiliate Partner agrees to inform the Healy Consultants immediately of this increase before proceeding with the engagement and the Healy Consultants will advise accordingly;
5. The Affiliate Partner and Healy Consultants will conduct and complete all engagements in a professional, efficient and timely manner. Both parties will provide appropriately-qualified staff to complete the engagements;

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6. After completion of engagement, The Affiliate Partner will provide the relevant company or banking kit and/or documents to Healy Consultants in a timely manner;
7. Both parties will immediately inform each other of matters that might affect the successful completion of the engagement;
8. Neither party will perform any action that will harm either business and reputation nor will harm the final Clients' business and reputation;
9. The Affiliate Partner provide to Healy Consultants complete due diligence information (appendix 2);
10. Both parties will keep client's information confidential and protect information and data from unauthorized access, unauthorized use or unauthorized disclosure. Personal information and client data collected by Healy Consultants and The Affiliate Partner is used only for Client engagement completion. This information will never be sold, lent, leased or otherwise distributed outside either party.
11. The Affiliate Partner (including The Affiliate Partner's Appointees) covenant with Healy Consultants that he will at all times indemnify and keep Healy Consultants indemnified against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities (including legal fees), which may arise or be incurred, commenced or threatened against Healy Consultants arising from the business and or activity of this service agreement;
12. Nothing in this engagement letter shall create or be deemed to create the following relationships between Healy Consultants and our Clients or Clients' Appointees: **a)** partnership **b)** employment or **c)** joint venture. This is not an exclusive agreement, Healy Consultants is free to appoint other professional firms in the (Country)

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13. If the final Client does not pay his renewal fees, then the Healy Consultants cannot pay The Affiliate Partner 's renewal fees. In this instance, we recommend The Affiliate Partner resign as nominee director and company secretary;
14. The Affiliate Partner will immediately inform Healy Consultants of important mail received from the Government including tax authorities;
15. Use of The Affiliate Partner's business address (The Affiliate Partner's address) for strictly marketing purposes on Healy Consultants [website](#);
16. To efficiently, timely and effectively advance the engagement, The Affiliate Partner will aggressively and tenaciously negotiate and communicate with third parties including Government departments, bank officers, lawyers, accountants, auditors and corporate service providers;
17. The terms and conditions outlined in this agreement will not be amended by either party without the written permission of the other party;
18. The Affiliate Partner will perform the necessary work on the ground in..... (Country). You will provide daily email updates to Healy Consultants as to progress, engagement problems and solutions, engagement costs and timelines;
19. If our Clients visit your country during the engagement, Healy Consultants would be grateful if **i)** you can meet our Client at the airport and chauffeur him to his hotel, if convenient for you and **ii)** discuss engagement solutions and progress. However, please do not discuss with our Clients **i)** engagement problems and **ii)** engagement fees. These matters will only be discussed between Healy Consultants and our Clients;

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20. Unless otherwise agreed in writing between The Affiliate Partner and Healy Consultants, these terms of business shall be governed by and construed in accordance with the laws of Singapore. Both parties submit to Singapore jurisdiction and the Courts in Singapore. In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach thereof, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the country. A party who receives a notice for mediation from the other party shall consent and participate in the mediation process.

If you are in agreement with the terms and conditions above, please sign below and return the original signed agreement to our Singapore Office, thank you:

Name	Signature	Date
Healy Consultants		
The Affiliate Partner		

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The Affiliate Partner and Healy Consultants signatures and date



Appendix 1

Service	Fees include	Fees US\$
Nominee director for (Country) company	<ul style="list-style-type: none"> • Signature of all appointment forms and courier to relevant address • Signature in advance of resignation letter • Up to 5 signature of legal or commercial documents for free. 	per month
Corporate bank account opening	<ul style="list-style-type: none"> • Assistance in corporate bank account opening without the final client traveling • Submission of corporate bank account opening pack to the bank • Collection of bank mail, cheque book, ATM card and internet banking PIN and token • Courier of complete bank account and internet banking package to the client's preferred address 	
Incorporation of a (Country) Company	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum & Articles of Association (2 Originals) • First Minutes of Directors • Register of Directors • Register of Shareholders 	

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	<ul style="list-style-type: none"> • Share Certificate • Sole Subscriber 	
Virtual Office	<ul style="list-style-type: none"> • Telephone line with designated person to answer • The use of physical address in (Country) • Voice Message • Forwarding of mail via regular post, done on a monthly basis • Forwarding of mail courier service, done on a monthly basis 	
Company Secretary	<ul style="list-style-type: none"> • Preparation and filing of the legal Annual Return • securely maintain company records and chop • Liaise with the Singapore Government on behalf of our Client and • Legal filing of changes of company structure 	
Other Expenses	<ul style="list-style-type: none"> • Courier service 	
Renewal Fee	<ul style="list-style-type: none"> • Inclusive of Government fee • Registered agent • Registered office fee 	

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Appendix 2

due diligence documents	Provided?
Passport copy	To be provided
National ID	To be provided
Proof of address	To be provided
Professional website	To be provided
Bank reference letter	To be provided
Tax registration evidence	To be provided

CONFIDENTIAL

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The Affiliate Partner and Healy Consultants signatures and date