

Date:

[Name of Principal]  
[Address of Principal]

Dear Sir

**Provision of nominee [director / shareholder / director and shareholder] for [Company Name] (“the Company”) incorporated in Hong Kong**

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**(A) SCOPE OF SERVICES AND RESPONSIBILITIES**

We shall provide an individual for appointment as [a nominee director / shareholder / nominee director and nominee shareholder] of the Company with effect from [DATE] and our scope of services is as follows:

- a) Providing one individual as nominee [director / shareholder / director and shareholder] of the Company (“the Nominee”) in compliance with Section 457 of the Companies Ordinance Cap. 622 (“the Ordinance”) and subject to the execution of our Nominee Services Agreement (“the Agreement”).
- b) The services provided by the nominee [director / shareholder / director and shareholder] include signing of routine notices, resolutions, statutory returns, statutory documents, etc. in order to comply with the requirements of the Ordinance. In providing such services, Newhaven Services (HK) Limited and the Nominee are requested to act upon the instructions of you as Principal and/or the instructions of the Authorised Person(s) nominated by you, whose names and specimen signatures appear on Annexure A of the Agreement.

**(B) FEES**

- a) Our fee for this service is US\$[ ](equivalent to HK\$[ ]) per annum which is payable upon engagement of our services. That fee does not include any out-of-pocket expenses incurred by us or the Nominee, which will be for your account. Thereafter, the annual fee will be billed by us the calendar year basis and all invoices are due and payable when rendered.
- b) Should our invoices remain unpaid for 30 days, we will not be obliged to continue to provide services to the Company.
- c) A refundable non-interest bearing security deposit of US\$[ ] (equivalent to HK\$[ ]) is also payable. Our fee is subject to review and change at our discretion with the consent of both parties.
- d) Any additional work carried out in relation to non-routine matters at the instructions of you and/or the Authorised Person(s) will be billed based on time cost subject to communication of hourly rates and an estimation of fees being agreed in advance. An additional charge will also be made if the Nominee is required to attend Directors' Meetings and/or Shareholders' Meetings.

**(C) INDEMNITY**

In connection with our engagement and the services provided by the Nominee, you as Principal, and the Authorised Person(s) and the Company shall to the fullest extent permissible under applicable laws indemnify and keep indemnified us, our directors and employees and the Nominee against all loss, costs, expenses, claims, demands and liabilities for which our company, our directors and/or employees and/or the Nominee suffer or incur and against all actions, suits, proceedings, claims or demands of any nature whatsoever which are made against our company, our directors and/or employees and/or the Nominee or which or which may arise directly or indirectly by reason of our engagement or the

provision of services by us or the Nominee or by reason of anything done or omitted to be done in relation thereto, as more particularly specified in the Agreement

**(D) TERMS OF AGREEMENT**

We have enclosed the Agreement in duplicate sets for your completion and execution. Please return both completed and executed sets of Agreement to us for review and confirmation of completeness and due execution. We will provide one set of the executed Agreement to you for your records.

Please ensure that Annexure A to the Agreement is fully completed with the details and specimen signatures of the Authorised Persons and that all required due diligence information and supporting documentation specified in Annexure B to the Agreement has been supplied in full.

Our engagement and provision of the nominee service is subject to the following conditions:

- (i) Execution of the Agreement
- (ii) Receipt of first year's fee (US\$[ ] (equivalent to HK\$[ ]) per annum) together with the security deposit of US\$[ ] (equivalent to HK\$[ ]).
- (iii) Provision of the information and documentation required pursuant to our due diligence procedures.
- (iv) Provision of the date of the Company's financial year end.
- (v) Provision of half-yearly management accounts of the Company.

**(E) TERMINATION**

Termination by either party shall be by one month's notice in writing to the other or one month's fee in lieu of notice, as more particularly specified in the Agreement. However, no fees will be refunded.

**(F) CONFIRMATION**

Please confirm your acceptance by signing and returning to us the duplicate copy of this letter for our file.

We look forward to being of service to you.

Yours faithfully  
For and on behalf of  
Newhaven Services (HK) Limited

Director  
Tel: (852) 2882 2002  
Email: [ ]

To: Newhaven Services (HK) Limited

I have read and agree the scope of services and fee structure set forth in this letter. Please proceed to provide the services.

Yours faithfully

\_\_\_\_\_  
Signature  
Name: [Name of Principal]  
Date:

\_\_\_\_\_  
Witness Signature  
Witness Name:  
Date: