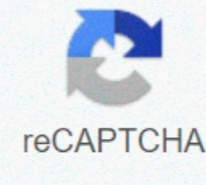




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## Nominee shareholder agreement template

Nominee Agreement This Agreement was made on \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_ ("Nominee") and \_\_\_\_\_ of \_\_\_\_\_ (the "Owner"). Whereas Owner is the sole beneficial owner of the land described in Exhibit 1 to this Agreement, including all buildings and other fixed improvements thereon and all interests therein and rights appurtenant thereto, AND it has been agreed between Nominee and Owner, at the request of Owner and as a matter of convenience, that for the time being the said land will be registered in the name of Nominee and that Nominee shall hold, as nominee for Owner on the terms and subject to the conditions hereinafter set forth, the said land and all related rights and interests (including without limitation those under agreements and other documents such as mortgages, charges, easements, leases, licenses and by-laws) that Owner may from time to time assign to Nominee (such land and related rights and interest are collectively called the "Real Property"), Nominee having itself no beneficial interest in the Real Property; NOW in consideration of these premises and the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby covenant and agree as follows: 1. Nominee hereby acknowledges, declares, covenants and agrees that: (a) Nominee will hold, as and from the date hereof, the Real Property, and all right, title and interest therein and benefit to be derived therefrom, as nominee for and on behalf of the Owner; (b) Nominee otherwise has no legal or beneficial interest in the Real Property; and (c) All other attributes of the beneficial ownership of the Real Property shall be and remain in Owner. 2. Nominee covenants and agrees, subject to the indemnity hereinafter provided, that it shall at all times and from time to time deal with the Real Property as nominee for Owner only in accordance with the written or verbal instructions and directions of Owner and not otherwise; and that it will do no act relating to the Real Property without the express authorization and direction of Owner, and that it has no active or independent duties to perform in respect of the Real Property except as may be specifically provided for herein. 3. Nominee shall enter into, and execute and deliver as nominee for Owner only, all such instruments, including, without limitation, all such documents, assignments, deeds, transfers, leases, subleases, assignments and surrenders of leases, mortgages, charges, hypothecs, servitudes, easements, licenses, privileges, management contracts, personal property security contracts and other agreements, (collectively called "instruments") as may from time to time be requested by Owner in connection with the Real Property, including without limiting the generality of the foregoing a conveyance and transfer in registrable and/or other form(s) of all right, title and interest of Nominee in the Real Property. 4. Nominee acknowledges, declares, covenants and agrees that all rents, profits, emoluments and other receipts and revenues of any nature or kind arising from the Real Property or the use thereof shall belong legally and beneficially to Owner, and that Nominee has no legal or beneficial interest in such rents, profits, emoluments and other receipts and revenues. Nominee shall, subject to the rights of any mortgagee or other secured creditor, promptly remit to Owner all rents, profits, emoluments and other receipt and revenues of any nature or kind arising from the Real Property, which may be received by Nominee as nominal party to any instrument. Nominee shall incur no liability to any person for making any such remittance as directed in any notice from any such mortgagee or other secured creditor, or, in the absence of such notice, pursuant to a direction from Owner. Nominee shall, at the request and expense of Owner, account to Owner for all sums received with respect to the Real Property. 5. Nominee shall promptly deliver to Owner all instruments with respect to the Real Property, together with all recording information relative thereto, to the extent that Nominee may come into possession of any thereof. 6. Nominee shall promptly transmit to Owner copies of all notices, claims, demands or other communications, which Nominee may receive and which relate in any way to the Real Property. Nominee, upon the request of Owner, shall be a nominal party to any action in response to or as a consequence of any such matter. Any such action, proceeding, negotiation or other response shall be conducted by Owner, with counsel selected by him, and Nominee shall not, nor shall it be obligated to, take any such action itself, its only obligation being that of a nominal party thereto subject to the indemnity hereinafter provided. 7. Owner acknowledges, declares, covenants and agrees that he shall be responsible for all encumbrances, charges, costs, expenses, losses, damages, claims, demands and liabilities in any way connected with or related to the Real Property (collectively called "expenses"), that Nominee has no active duties to perform in connection with the Real Property, and that all obligations (including any mortgage obligations), responsibilities, acts or omissions pertaining to the Real Property shall be the responsibility of and shall be performed or omitted to be performed by Owner. 8. Owner hereby releases Nominee from any and all liability that Nominee may incur in respect of any action taken by Nominee either pursuant to the authorization or direction of Owner or pursuant to the terms of this Agreement. Owner shall indemnify and hold Nominee harmless from all liabilities of whatsoever kind and character that may arise out of any act or omission by Nominee pursuant to the terms of this Agreement and from the said expenses, obligations and responsibilities during the entire period of time that the Real Property is vested in Nominee pursuant to this Agreement. 9. It is understood and agreed between the parties hereto that the relationship between them shall be that of principal and bare nominee only, that there is no intention to create a relationship of partnership, or agency between Owner and Nominee, and that this Agreement should not be construed to create any trust, association or joint venture between Owner and Nominee. 10. Each of the parties hereto covenants that it will from time to time as may be deemed necessary and requisite do all such acts and effect such further and other assurances as may be reasonable necessary or desirable to effect and carry out the true intent and purpose of this Agreement. 11. This is the entirety of the Agreement. No changes can be made except in writing and signed by both parties. This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above. \_\_\_\_\_ Owner \_\_\_\_\_ Nominee \_\_\_\_\_ Witness \_\_\_\_\_ Witness Exhibit 1 Attached Nominee Agreement Review List This review list is provided to inform you about this document in question and assist you in its preparation. The purpose of this document is to be sure a nominee, or really a "straw" in the vernacular, remains just that. It is very much in the owner's interest to do this document even with the best of friends who, on occasion, can become not the best of friends. 1. Make multiple copies. Give one to each signatory. Keep one with the transaction file. Simply-Docs uses cookies to ensure that you get the best experience on our website. Learn more A nominee shareholder, in Singapore law, can be either an individual or corporate, authorised by the share owner to step in. Individuals with shares are not limited to Singapore citizens, but as well as those with Permanent Resident, Employment Pass holders or Dependent Pass holders. Nominating a company shareholder is legal under Singapore law, as long as you have legitimate reasons for the arrangement. Fee Guideline for Nominee Shareholder Services Fee (SGD) Nominee Shareholder Services \$2,000 Per Annum In Singapore, the public can identify directors and shareholders of any company by a simple search. For a small fee, anyone can have access to the personal details of the directors and shareholders searched. By nominating a shareholder, only the name of the registered nominee shareholder will appear on the records of Singapore Accounting and Corporate Regulatory Authority (ACRA). Thus, the share owner gets to enjoy complete anonymity from the public, while at the same time, still holds complete ownership of the shares 'held' by the nominee shareholder. This holds great advantage if the objective is to conceal from competitors or simply to keep one's personal details confidential. It is important to appoint a shareholder in a professional way, rather than a simple "verbal agreement". Otherwise, there may be possibility that: The nominee assuming or claiming that the share is a "gift" from you. The nominee demanding for unreasonable large payment for the appointment. The nominee dies, with his or her heirs assuming the shares as property of the deceased. The nominee loses mental capacity, with his or her heirs assuming the shares as property of the mentally incapacitated individual. You lost contact with the nominee. The nominee uses the shares as authority for actions such as selling them, act as a security for a loan or making company decisions without your approval. The nominee reveals the arrangement to others. In all cases above, you risk: Losing ownership of the shares 'held' by the nominee shareholder Losing your anonymity and confidentiality to public Dealing with undesired consequences of the unprofessional nominee shareholder Legal lawsuit and legal costs When appointing a nominee shareholder, we highly recommend executing it with a nominee agreement known as the Declaration of Trust. This agreement, signed by both parties, should include acknowledgement that the nominee has no power over the shares and not the legal owner of the shares. All income and capital gains on the shares belong to the beneficial owner and transferring or returning of shares are executed upon the owner's instructions. At Timcole, we provide service of acting as a nominee shareholder for you, dealt professionally with a signed Declaration of Trust. Timcole is one of the leading company incorporation and accounting firm based in Singapore. Our wide range of professional services serve as a one-stop solution for your business, offering you the most affordable price for services conducted with the highest level of excellency. Contact us to find out more on how we can help you with your company today. nominee shareholder agreement template singapore. nominee shareholder agreement template uk. nominee shareholder agreement template south africa. nominee shareholder agreement uae template

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