

INDEMNITY AND NOMINEE DIRECTOR AGREEMENT

NOW THIS DEED OF INDEMNITY is made on the BETWEEN declaring himself to be the beneficial owner of the company with % interest (hereinafter called the Principal”) on the one part and, declaring himself Director (hereinafter called the Appointee”) on the other part.

WHEREAS:

1. The Appointee has agreed to become the Nominee Director of,

a Company incorporated in United Kingdom, registration number (hereinafter called the Company”).

The Principal has agreed to enter into this agreement with regard to Appointees becoming Nominee Director as mentioned below:

1 Nominee Director will act in such a capacity only under the express written instructions of the Principal and persons duly authorized to act on Principal’s behalf and will at all times act in the best interest of the Principal.

2. The Principal will not give to Appointee or any of his officers instructions or directions which are unlawful under the Laws of United Kingdom or any other place having jurisdiction over the Company or applicable in the place where such instructions are to be performed.

3. The Principal undertake to inform the Appointee of any event or change in circumstances which may effect her position as our Nominee Director.

4. The Principal undertake to ratify and confirm whatever the Appointee may do or purport to do or may have done in the performance of his powers and duties as our Nominee Director.

5. The Principal shall pay to the Appointee in advance an annual fee of such sum as to be agreed annually.

6. The Appointee may not pledge or sell or assign or in any way impair the assets of Company without the express written instruction of the Principal.

7. This Deed confirms and states that in accordance with the said agreement and taking into consideration of the Appointees acting as director the Principal hereby agrees with the Appointees that the Principal, their successors, persons authorized will at all times hereafter keep the Appointees, their estates and effects indemnified against all actions, proceedings, debts, liabilities, claims, damages, costs and expenses of any nature arising in relation with or arising out of the Appointees becoming director and in particular without affecting the generality of the above no Appointee shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. The Principal also undertakes to keep the Appointees indemnified against all

loss arising on the operation of the Company's Bank Account(s) by the Principal, his/her agents or any person authorized in that regards by the Principal.

8 The professional nominee maintains client confidentiality of information acquired during the performance of this agreement and shall not disclose the information to any third party except of cases where proper and specific authority is given or where there is a legal requirement or professional right or duty to disclose.

9. In case the disputes arising of this Agreement could be not resolved in a peaceful way all disputes to be settled in accordance with legislation of England.

10. The present Agreement is drafted in two original copies, one copy to each party.

11. All communications and instructions intended for the Appointee shall be transmitted exclusively in written form. The designated channel for such communication is via email to This email address shall serve as the sole conduit for all correspondence related to the Appointee's duties and responsibilities.

IN WITNESS HEREOF the parties have here unto subscribed their names this day, month and year first before written.

SIGNED, AND DELIVERED

By the Principal: Signature of Principal

SIGNED AND DELIVERED

By the Appointees(s) Signature of Appointee(s)

Appendix:

The nominee director's role, responsibilities and limitations.

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