



Agreement of Nominee Services

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REQUEST & AGREEMENT

FOR

PROVISION OF NOMINEE SERVICES

The [NAME OF PRINCIPAL] (the “**Principal**”) hereby requests [NAME OF NOMINEE COMPANY] (the “**Firm**”) to nominate such corporate or personal nominees as the Firm in its absolute discretion shall determine in relation to the Company or the Trust, as the case may be.

In consideration of the Firm agreeing to make such nomination and in consideration of the Nominee agreeing to accept such nomination, the Principal agrees to be bound by the Firm's standard terms and conditions set out below.

STANDARD TERMS AND CONDITIONS

1. Definitions.

"Annual Charges" means the basic annual charges specified by the Firm from time to time and for any appointment accepted by the Nominee;

"Authorized Person" means the person or persons specified in Schedule 4 who is or are expressly authorized to give instructions to the Firm or the Nominee on behalf of the Principal or such other person or persons as may be notified in writing by the Principal to the Firm from time to time;

"Company" means the company or each of the companies specified in Schedule 2.

"Nominee" means any and all of the persons, firms or companies, nominated or appointed by the Firm to perform any Services pursuant to the Request, or any substitute or additional Nominee appointed pursuant to this Request and Agreement;

"Principal" means the person or each person specified in Schedule 1 who has made the Request together with that person's assigns, personal representatives and successors;

"Request" means the request for the provision of nominee services set out above;

"Services" means any acts done or to be done, or services performed or to be performed as a consequence either directly or indirectly of the Nominee accepting, continuing or retiring from any appointment in relation to the Company or the Trust;

"Trust" means the trust or each trust, if any, specified in Schedule 3.

2. Annual Charges. In consideration of the payment of the Annual Charges (which are appointment fees only), the Firm shall provide a Nominee and procure that the Nominee will, subject to the terms of this Request and Agreement, act as nominee in relation to the Company or the Trust or both, as the case may be, and provide the Services during the period in respect of which the Annual Charges are paid. The Annual Charges are payable in advance and the Firm shall not be required to refund any part of the Annual Charges upon termination of the appointment of the Nominee or the provision of the Services pursuant to any provision of this Request and Agreement or otherwise.

3. Additional Charges. Additional charges may be made from time to time for all Services performed by the Nominee, and the amount of such additional charges will be based upon the time required to perform such Services. The Firm shall be entitled to bill in advance on account of all anticipated disbursements to be incurred during the following year.

4. Payment of Charges. Fee invoices for the Annual Charges and any additional charges will be rendered in the name of the Firm or any of its nominees. Fee invoices may, at the request of the Principal, be made out against a party other than the Principal. The Principal will nonetheless remain primarily responsible for payment of all fee invoices rendered by the Firm pursuant to this Request and Agreement and settlement of any fee invoices shall not be in any way contingent upon the approval of the same by the Company or any of its directors, shareholders, the trustees of the Trust or any other person.

5. Instructions. The Principal shall ensure that instructions are given to the Firm or the Nominee in such manner as may be required by the Firm or the Nominee. The Firm or the Nominee is expressly authorized to act on verbal instructions or on instructions communicated in any other manner whatsoever (including by electronic mail, facsimile or letter) by or on behalf of the Principal or the Authorized Person (or which the Firm or the Nominee has reasonable grounds to believe were communicated by or on behalf of the Principal or the Authorized Person whether authenticated or not), but it is recognized by the Principal that the Firm or the Nominee will usually require written instructions from the Principal or Authorized Person.

The Firm or the Nominee may at any time at their discretion refuse to comply with any instruction of the Principal or the Authorized Person or refrain from doing any act if in their opinion such instruction or the implementation thereof or such act will or may contravene any law, regulation, court order or the public policy of any jurisdiction or the Firm or the Nominee's own business or ethical standards or would result in the Firm or the Nominee being in contempt of any court order or subject to any fine or penalty or is otherwise deemed improper by the Firm or the Nominee.

Where there is more than one person on whose instructions the Firm or Nominee may act then the Firm or Nominee may act on the instructions of any one such person and need not to refer to or confirm the instructions with any other such person.

Where the Firm or the Nominee provides or acts as a nominee in relation to the Company or the Trust for a party other than the Principal then this Request and Agreement shall not authorize the Principal or any Authorized Person to issue instructions to the Firm or Nominee in its capacity as nominee for any such other party.

6. Exclusion of Liability. In the absence of actual fraud by the Firm or the Nominee, neither the Firm nor the Nominee shall be liable to the Principal or to the Authorized Person in respect of anything done, declined or omitted to be done by the Firm or the Nominee and in the absence of actual fraud by the Firm or the Nominee neither the Principal nor any Authorized Person directly or indirectly shall initiate or participate in any actions or proceedings against the Firm or the Nominee in respect of anything done, declined or omitted to be done by the Firm or the Nominee.

7. Undertaking. The Principal undertakes and warrants:

(a) That all the acts required to be done by the Nominee will comply with all laws affecting or binding upon the Company, the Trust, the trustees of the Trust, the Firm, the

Nominee, the Principal and the Authorized Person, and that all statements and documents which the Nominee is requested to sign will be true and accurate in all respects;

(b) To provide the Firm with all information and do all things necessary to enable the Firm and/or the Nominee to provide the Services in compliance with all laws affecting or binding upon the Firm, the Nominee, the Company, the Trust, the trustees of the Trust, the Principal and the Authorized Person;

(c) To notify the Firm immediately on the occurrence of the following events:

(i) the Principal's business and/or undertakings are the subject of any takeover, reconstruction, merger, voluntary liquidation, bankruptcy or change in the person who owns the majority of voting shares or otherwise has effective control or ownership thereof, or the Principal sells or parts with possession of the whole or any major part thereof;

(ii) the Principal becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors or if bankruptcy, insolvency or liquidation proceedings or other proceedings for relief under similar laws of similar effect are commenced against the Principal;

(iii) a liquidator, receiver or a receiver and manager is appointed to the whole or any part of the undertaking of the Principal;

(iv) the Principal or, where the Principal is a corporate entity, any shareholder or officer of the Principal is convicted of a criminal offence.

8. Indemnity. The Principal will indemnify, and keep indemnified, to the fullest extent permitted by law, both the Firm and the Nominee against all actions, suits, proceedings, claims, demands, liabilities, costs, expenses, charges, damages and losses (including, without limiting the foregoing, legal fees, costs and disbursements and any liability to any governmental authority) which may be taken or made against or incurred by the Firm or the Nominee directly or indirectly by reason of any appointment or nomination pursuant to this Request and Agreement or anything done or omitted to be done by the Firm or the Nominee in the course of providing the Services or in accordance with this Request and Agreement.

This indemnity and the benefit of the Principal's other agreements and obligations contained in this Request and Agreement are continuing and shall survive the completion, execution and termination of this Request and Agreement.

The indemnities and the other terms contained in this Request and Agreement shall be in addition to any and all rights to indemnity under the terms of the Trust or the Memorandum and Articles of Association of the Company and in law and nothing in the terms of this Request and Agreement and the Trust or the Memorandum and Articles of Association of the Company shall be construed as limiting each other.

9. Lien. The Principal hereby authorizes the Firm or the Nominee to settle any fee invoices which have been rendered to the Principal, the Company, the Trust, the trustees of the Trust, or any person authorized to receive fee invoices on their behalf which remain unpaid for a period of more than three months, from any moneys held by the Firm or the Nominee on behalf of the Principal, the Authorized Person, the Company, the Trust, the

trustees of the Trust or from any bank account of the Principal, the Authorized Person, the Trust or the trustees of the Trust which the Firm or the Nominee is authorized to operate.

10. Successors, Assigns and Officers. Where two or more people are specified in Schedule 1, the term “**Principal**” is a reference to each of them severally as well as to any two or more of them jointly and their obligations pursuant to this Request and Agreement shall be joint and several.

The Principal shall not be permitted to transfer or otherwise assign its obligations under this Request and Agreement without the written consent of the Firm.

The benefit of the Principal's agreements and obligations herein contained shall not be affected by any change in the structure of the Firm, and shall be for the benefit of any Nominee which the Firm may substitute or add pursuant to the right herein contained.

The indemnities protections and exculpations set out in this Request and Agreement shall be construed to include and be for the benefit of the Firm and the Nominee and for all their directors, officers, employees, agents, representatives and nominees, past, present and future.

Where any Principal or Authorized Person is identified in this Request and Agreement by reference to any office or position then the person holding that office or position on the date of this Request and Agreement shall be a Principal or Authorized Person as the case may be and shall not cease to be a Principal or Authorized Person by virtue of the fact that they cease to hold any such office or position.

11. Variations of Charges, Terms and Conditions. The Firm may vary the Annual Charges from time to time and may also vary these standard terms and conditions by altering, adding to or deleting any or all of them or making any new terms and/or conditions, and may also appoint a substitute to act in the place of an existing Nominee or may appoint additional Nominees. A copy of the current version of the standard terms and conditions and of the scale of Annual Charges is available for inspection at the Firm's office during business hours.

12. Termination. The Firm or the Nominee may at any time revoke the nominations and/or terminate the performance of any Services and/or terminate any Nominee's appointment in relation to the Company or the Trust without giving any reason therefore and the Principal shall ensure that all such acts are done as may be necessary to give effect to such revocation and termination including securing any appointment of substitute directors, shareholders, company secretaries, registered office, Trustees, representatives for the Company as may be necessary in the circumstances to give effect to such revocation or termination. The Firm or the Nominee may require documents to be executed (in blank if required) to facilitate or give effect to these provisions, and the Firm and the Nominee are expressly authorized to date and to complete and utilize such documents upon such revocation or termination.

The Principal may terminate the provision of the Services by notice in writing to the Firm with effect from the date notice is deemed to have been given to the Firm in accordance with the provisions of this Request and Agreement.

Notwithstanding the termination of this Request and Agreement, the Principal shall remain liable to pay any Annual Charges or additional charges or any other sums payable to the Firm pursuant to the terms of this Request and Agreement.

13. Retainer. Neither the nomination nor the provision of the Services by the Nominee constitutes a retainer and the Firm reserves the right to provide services for other clients in matters affecting the Company or the Trust or the trustees of the Trust or the Principal or the Authorized Person, and the Firm shall not in any way be precluded from so doing by reason of Services previously performed or currently being performed.

14. Disclosure. The parties acknowledge that without exposing the Firm or Nominee to any tortious or contractual liability, information relating to the establishment, constitution, business undertakings or affairs of the Company or the Trust may be divulged as required by law or as the Firm or Nominee deem necessary or incidental to:

- (i) the purposes of the Company or the Trust;
- (ii) assisting any federal, state, international or national authority to investigate or prosecute the Company or the Trust, the Principal, the Authorized Person or any person related to or interested in the Company or the Trust involved in drug trafficking, or money laundering or any other criminal activity;
- (iii) prevent or mitigate against the Firm or the Nominee being in contempt of any court or subject to any penalty not in the view of the Firm or the Nominee able to be paid, recouped or compensated for entirely from the assets of the Principal the Company or the Trust and entirely without recourse by any shareholders of the Company or any beneficiary of the Trust or any other person to the Firm or the Nominee;
- (iv) prevent or mitigate against any director, officer, employee, agent or representative of the Firm or the Nominee or director, or officer or employee of such agent or representative being subject to or sentenced in connection with a criminal conviction or subject to any order, penalty or punishment involving the loss of freedom of movement or personal liberty for any period and whether made in the exercise of the criminal or civil jurisdiction of any court.

15. Notices. Any notice in writing given by any party to this Request and Agreement shall be deemed duly given if delivered personally, sent by international courier, facsimile, electronic mail to the Principal, the Firm or the Nominee at their respective addresses or (as the case may be) facsimile number set opposite their names in Schedule 1 or 5 to this Request and Agreement or at such other address or facsimile number as the recipient party may have given written notice to the other party as being an address or number for the receipt of notices.

A notice given pursuant to this paragraph shall be deemed to have been given: (a) in the case of personal delivery on the date of the delivery; (b) in the case of a international courier; (c) in the case of the facsimile or electronic mail on the day following proper dispatch by the sender of the transmission.

16. Law and Jurisdiction. This Request and Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the state or country in which the Company was incorporated or subsequently migrated to or, in the case of the Trust, the laws of the jurisdiction in which the Nominee is incorporated and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of such jurisdiction and, at the election of the Firm, to any other court of competent jurisdiction provided, that in no case other than in relation to any claims to indemnity or recoupment by the Firm or the Nominee

pursuant to this Request and Agreement and in such cases only at the election of the Firm shall the parties to this Request and Agreement submit to the jurisdiction of any court in the United States of America or Canada or any State or province of the United States of America or Canada.

17. Schedules. The provisions of the schedules hereto shall form part of this Request and Agreement.

IN WITNESS WHEREOF, this agreement has been executed this ____ day of _____, 20__.

[COMPANY NAME]

By: _____

Its: _____

[FIRM NAME]

By: _____

Its: _____

SCHEDULE 1

The Principal(s)

Name	Address	Method of Identification

SCHEDULE 2

The Company

Company Name	Place(s) of Incorporation

The Trust

Trust Name	Principal Address

SCHEDULE 4

The Authorized Person(s)

Authorized Person	Address

Contact Information

Name and Address	Phone Number	Fax Number