

NOMINEE SERVICE INDEMNITY AGREEMENT

=====

In consideration of **{Name of Nominee Director}** of Room 812, 8/F, Hollywood Plaza, 610 Nathan Road, Hong Kong (“the Nominee”) agreeing at my/our request to act as a Director of **{Company Name}** (“the Company”) of **{Room 812, 8/F, Hollywood Plaza, 610 Nathan Road, Hong Kong}**. I, **{Name of Client}** of **{Client address}**, hereby agree as follows:-

- (1) At all times hereafter I/we shall fully and effectually indemnify and keep the Nominee and any of his/its directors or officers indemnified from and against all actions, proceedings, claims or demands of any nature whatsoever which may be made against the Nominee or any of his/its directors or officers directly or indirectly by reason of his/its acting as Director of the Company or by reason of any act, deed, matter of thing done or omitted to be done by the Nominee in the capacity of Director and to pay all liabilities, costs and expenses which the Nominee or any of his/its directors or officers may become liable for or may incur in connection with any such actions, proceedings, claims or demands.
- (2) I/We shall pay or cause to be paid to the Nominee in advance an annual fee of such sum as to be agreed upon from time to time.
- (3) I/We shall not give to the Nominee or any of his/its directors or officers instructions or directions which are unlawful under the Laws of Hong Kong or any other place having jurisdiction over the Company or applicable in the place where such instructions are to be performed.
- (4) I/We undertake to inform the Nominee of any event or change in circumstances which may affect his/its position as my/our Nominee Director.
- (5) I/We undertake to ratify and confirm whatever the Nominee may do or purport to do or may have done in the performance of its powers and duties as my/our Nominee Director.
- (6) The Nominee may revoke the nomination and cease providing any services at any time by giving me/us notice in writing at the address last known to the Nominee and such notice shall take effect immediately. Upon receiving the notice, I/we shall at once seek another person to replace the Nominee as a Director of the Company. If I/we fail to do so within 7 days of the notice, the Nominee is at liberty to disclose my/our name and address to the government departments as the contacting person responsible for the Company.
- (7) The undertakings and obligations on my/our part herein contained shall be binding on my/our executors, administrators and successors in title.

Dated this

SIGNED by the said:-)
)
) **{Client Name}**
) _____
The Principal

In the presence of:-)
)
)
) _____
The Witness