

INDEMNITY AND NOMINEE DIRECTOR AGREEMENT

THIS AGREEMENT made the day of, 2012 between, J. K. Smith of (address), beneficial owner(s) of ABC Ltd. ,International Business Corporation with registered offices at (address), St, John's Antigua, together with its shareholders, principals and assigns excluding the nominee director herein named (hereinafter referred to as the "Client") of the One Part and XYZ Ltd. (address), John's Antigua (hereinafter called the "Nominee Director") of the Second Part and XYZ Ltd. (hereinafter referred to as the "Firm" of the Third Part

WHEREAS the Nominee Director is instructed by the Client as regards all matters concerning ABC Inc, a Company incorporated under the International Business Corporations Act of Antigua and Barbuda, whose registered office is at the premises of (address), Saint John's Antigua (hereinafter called "the Company");

AND WHEREAS the Client has requested that the Firm provide from its own offices and employees, a Nominee Director to act as Director of the Company pursuant to such request, and the Firm has agreed to provide the nominee director to act as aforesaid in consideration whereof the Client has agreed to give the indemnity (hereinafter called "this indemnity") in this Agreement contained.

NOW THIS INDENTURE WITNESSES that in consideration of the Firm agreeing to provide as aforesaid, the Client hereby covenants with the Firm that the Client will at all times hereinafter indemnify and keep indemnified and keep harmless the Firm and every Officer and the personal representatives of every Officer from all actions, proceedings, claims or demands whatsoever made on the Firm by any company or person whatsoever or whomsoever in respect of or in any way arising out of this nominee directorship in the Company including any acts or omissions in the course thereof and against all actions, suits, proceedings, costs or expenses whatsoever which may be taken or made against or incurred or become payable by the Firm or any Officer or the personal representative of any Officer by reason or in consequence of holding any Office or Directorship in the Company as aforesaid including any acts or omissions in the courts thereof or by reason or in consequence of acting on any advice and/or carrying out any instructions received or appearing to be received from the Client, his servants or agents. For the removal of doubt it is hereby stated that instructions shall be deemed to have been received by the Firm or any Officer from the Client if instructions upon which the Firm or Officer acts shall have been received in writing, verbally, by telephone, telefax, telex, cable or otherwise howsoever and notwithstanding that such instructions were not or may not have been given by the Client or with or under this authority. **The Firm or the Nominee Director may not undertake any act for the Company or in the name of the Company without the instructions of the Client so given and received.**

PROVIDED THAT this indemnity shall not be available for any Officer in respect of any act or omission happening through the dishonesty of the Officer.

THIS INDEMNITY SHALL apply in favour of the Nominee Director or other Officer notwithstanding that there may be some defect in his appointment or qualification or authority as an Officer or Director of the Firm. This indemnity is intended to inure for the benefit of every Officer so as to be enforceable by him against the Client.

SO FAR AS may be necessary for enforcing this indemnity the Client submits to the jurisdiction of the Courts of the country in which the Firm is registered.

THIS AGREEMENT SHALL be construed in accordance with and governed by the Laws of Antigua and Barbuda.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals to be hereto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

CLIENT

For and on behalf

Nominee Director

For and on behalf of

XYZ Ltd