

THIS DEED OF INDEMNITY made as of the ____ day of _____, _____.

IN CONSIDERATION of [**DIRECTOR**] accepting appointment as a director or officer of [COMPANY 1] or [COMPANY 2] (collectively the "Foundation Structure"), the Foundation Structure covenants and agrees as follows:

1. Except in respect of an action by or on behalf of the Foundation Structure to procure a judgment in its favour and subject to Paragraph 3 below, the Foundation Structure shall indemnify [director] and hold [director] harmless and keep [director] indemnified and held harmless against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be incurred or become payable by [director] in respect of, or in consequence of, or arising out of:

- (i) [director] accepting or holding any office as director or otherwise of the Foundation Structure;
- (ii) anything done or omitted to be done as the director, officer or secretary of the Foundation Structure;
- (iii) any transaction executed on the Foundation Structure's bank account as authorized signatories;

with the exception of [director] engaging in willful misconduct or being negligent, as well as against any and all costs, charges and expenses, including any amount paid or payable by [director] or his/her/its heirs, successors or legal representatives, to settle any action or satisfy any judgment, reasonably incurred by [director] in respect of any civil, criminal or administrative action or proceeding to which [director] is made a party or having been at the Foundation Structure's request a director or officer of the Foundation Structure or a body corporate of which the Foundation Structure is at any time is a shareholder or credit.