

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[ADVISOR]**

an individual, of [address]

(hereinafter called the "Advisor", which expression where the context so admits shall include his heirs, personal representatives and assigns)

**OF THE FIRST PART**

**- and -**

**[COMPANY]**

a body corporate, of [address]

(hereinafter called the "Company", which expression where the context so admits shall include its associated companies wheresoever situated)

**OF THE SECOND PART**

## **MANAGEMENT INDEMNITY AGREEMENT**

**WHEREAS:**

- A.** Companies have been incorporated under the laws of [country] under the names of [name 1], registered as No. [registration 1], and [name 2], registered as No. [registration 2] (hereinafter collectively called the "Foundation Structure");
- B.** The Company or some, one or more of the directors, officers or employees of the Company and/or its associated or subsidiary companies may consent at the request of the Advisor to act as corporate secretary of the Foundation Structure;

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. Without in any manner fettering the discretionary powers of directors and officers of the Foundation Structure, the Company or some, one or more of the directors, officers or employees of the Company and/or its associated or subsidiary companies hereby states that they will not, in their capacity as director or officer of the Foundation Structure, do any act or pass any resolution of mortgage, pledge or in any other way encumber the assets of the Foundation Structure without receipt of the non-binding suggestions, written or verbal, from the Advisor.