AGENCY AGREEMENT

****

This Agency Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Owner"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Agent"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

WHEREAS the Owner wishes to subscribe to and acquire as beneficial owner [NUMBER] Class A shares (the “Shares”) of the Company, a company governed by [YOUR COUNTRY LAW] (the “Company”);

WHEREAS the Owner wishes to manage, administer and generally act with respect to the Shares through the Agent who will be the joint registered holders of the Shares;

WHEREAS the Agent shall conduct its affairs for the exclusive purpose of and on the understanding that they will act as nominee and Agent of the Owner *in re*spect of the Shares;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF AGENT**

The Owner hereby engages the Agent to act jointly as its nominee and agent, and the Agent hereby jointly accepts and agrees to act as the nominee and agent of the Owner and further agrees that, in such capacity, the Agent shall carry on no business of any nature whatsoever for their own account.

1. **ACKNOWLEDGEMENT OF AGENT**

For value received, the Agent hereby jointly acknowledges and agrees that:

2.1 as agent and nominee for and on behalf of the Owner, they shall subscribe for the Shares and hold same as a registered holder, and direct the Company to make the necessary entries in its corporate records to register the Shares in the name of the Agent;

2.2 they have, and shall at all times have no financial or beneficial interest in the Shares, it being understood that the Owner is, and shall be at all times, the exclusive and beneficial owner of the Shares;

2.3 they renounce to all dividends and/or other rights with respect to the Shares;

 2.4 they undertake to vote the Shares at the Company’s shareholder meetings in accordance with the instructions received from the Owner;

 2.5 they consent to the transfer of the Shares at any time and shall authorise and direct the Company to effect such transfer upon the direction of the Owner;

 2.6 they shall pay to the Owner, or to its order, all dividends, or other distributions, whether of capital or income, that may from time to time be payable on the Shares, it being understood that all such distributions shall at all time belong exclusively to the Owner;

2.7 all rights and obligations of any nature whatsoever arising from any orders, contracts or agreements entered into by the Agent shall ensure to the benefit of and be binding upon the Owner; and

2.8 all revenues and expenses in connection with the Shares of any nature whatsoever shall at all times be the revenues and expenses of the Owner.

1. **EVIDENCE OF TITLE**

The Agent hereby jointly expressly agrees that they shall:

3.1 upon the issuance of the Shares by the Company, deliver the share certificates evidencing the Shares, duly endorsed, to the Owner; and

3.2 upon simple written request of the Owner, execute such documentation as may be necessary or desirable, and direct the Company to make the necessary entries in its corporate records, in order to evidence the Owner as the registered holder of the Shares.

**4. CORPORATE INFORMATION FILINGS**

The parties hereto agree that all corporate information returns required to be filed by the Company under applicable laws shall, to the extent and insofar as permitted by said laws, indicate the Agent as being the shareholder of the Company with no mention of the beneficial ownership of the Shares.

# 5. APPLICABLE LAW

This Agreement shall be governed by the laws of [COUNTRY].

**6. SUCCESSORS AND ASSIGNS**

This Agreement shall ensure to and be binding upon the parties hereto and their respective successors and assignees. For greater certainty and without limiting the generality of the foregoing, in the event of the death of the Agent, such Agent’s estate and testamentary executor shall be bound to fulfil and perform the obligation of the Agent provided for in paragraph 3(b) hereof.

**7. HEADINGS AND COUNTERPARTS**

The headings hereof are for purposes of convenience only and shall not be used to construe the provisions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

OWNER AGENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

COMPANY

Authorised Signature

Print Name and Title