AGREEMENT RELATING TO THE PRINCIPAL PLACE OF BUSINESS

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This Agreement Relating to the Principal Place of Business (the “Agreement”) is effective [DATE],

**BETWEEN: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its headquarters located at:

 [FULL ADDRESS]

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

 [YOUR COMPLETE ADDRESS]

WHEREAS [COMPANY NAME] (the “Company”) wishes to apply for the issuance of a licence to carry on business in the [PROVINCE/STATE] of [COUNTRY], pursuant to the laws and regulations of [PROVINCE/STATE], (the “Act”);

WHEREAS the Act provides for the election by the Company of a principal place of business in the [PROVINCE/STATE] of [COUNTRY];

WHEREAS [YOUR COMPANY NAME], whose place of business is located at [YOUR COMPLETE ADDRESS], agrees to have its address used as the Company’s principal place of business for the [PROVINCE/STATE] of [COUNTRY] under the terms provided herein;

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. Agent hereby consents to the use of its address as the principal place of business in Province/State of the Company for the sole purpose of the servicing of any suit or proceeding against the Company and for receiving all such other legal documents as provided in the Act, and such other legal documents served by any such authority that has or may have jurisdiction on the Company or its business.

1. Agent may, at any time and for any reason whatsoever, give notice to Company of the fact that it no longer wishes to have its address used as principal place of business in the Province/State of the Company Within [NUMBER] days of such notice, the Company shall notify Agent of its new principal place of business in the Province/State. Upon reception of such notice, Agent shall forward any documents received to such new principal place of business of the Company.

3. If the Company fails to notify Agent of its new place of business in the Province /State within the prescribed delay, Agent shall be entitled, and the Company hereby expressly consents, to file any documents or notices establishing the fact that Agent’s address is no longer used as the principal place of business of the Company and that such place of business is now Province’s/States Court House. In such a case all documents received shall be forwarded to the Company at the Province’s/States Court House.

4. The Company shall indemnify Agent and save it fully harmless from and against all direct, indirect or consequential losses, costs, damages, expenses, demands, claims, suits or other liabilities (including legal costs) of any kind or nature whatsoever which Agent shall or may incur, become liable for or suffer in any manner arising in connection with any action taken or not taken by Agent *in re*spect of this Agreement; provided, however, that this indemnity shall not apply *in re*spect of such liabilities arising by reason of gross negligence or willful default on the part of Agent. This undertaking shall survive any termination of this Agreement.

5. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process with respect thereto shall be validly made, given or served, if in writing and delivered personally or by courier service or by registered mail, postage prepaid to the following addresses:

[FULL ADDRESS]

or to such address as any party hereto may, from time to time, designate by written notice, delivered in like manner. Notice given by mail as set out above shall be deemed received on the [NUMBER] business days after the date of mailing. Notice given by delivery shall be deemed received on the actual date of delivery thereof. Notices, consents, requests, instructions, approvals and other communications may be signed by any party hereto or, as the case may be, any of their officers.

6. For the services to be provided hereunder, the Company shall pay Agent an annual fee of [CURRENCY] [AMOUNT] in advance, which fee may be increased from time to time with respect to any subsequent year, by notice given from Agent to the Company plus such out-of-pocket expenses as are accrued by Agent in connection with the services herein set forth. Notwithstanding the foregoing, if one of Agent’s partners is acting as Chief Agent for the Company pursuant to the standard Chief Agent Agreement, there shall be no fees payable by the Company pursuant to this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of [PROVINCE/STATE]

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

COMPANY AGENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title