Attorney Agreement

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**Between: [COMPANY]** (the "Company"), which is a company organised and existing under the laws of the [COUNTRY], located at:

[YOUR ADDRESS]

**And:** **[COMPANY NAME]** (the "Attorney"), an individual or a company organised and existing under the laws of the [COUNTRY], located at:

[ADDRESS]

The Company is a legal person not based in [COUNTRY] and is operating or possessing an imovable asset in [LOCATION].

WHEREAS Company is not domiciled and does not have an establishment in [COUNTRY], and must, therefore, designate an attorney residing in [COUNTRY], in accordance with the legal publicity of sole proprietorships, partnerships and legal persons; and

WHEREAS Attorney, whose place of business is located at [FULL ADDRESS], agrees to act as attorney for [YOUR COMPANY NAME].

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.** [ATTORNEY NAME], (the “Attorney”) agrees to act as the attorney of [YOUR COMPANY NAME] (the “Company”) in [COUNTRY] solely for the purpose of the service of any suit or proceeding against the Company or, with the prior written consent of the Company to execute and file required declarations under the Act respecting the legal publicity of sole proprietorships, partnerships and legal persons.

**2.** The Attorney shall have no responsibility for the receipt or non-receipt by the Company of any such process, notices or other proceedings except for gross negligence or willful default on the part of the Attorney.

**3.** The Attorney may at any time and for any reason whatsoever, cease to act as attorney of the Company and resign as such, simply by giving notice to that effect to the Company. Within [NUMBER] days of such notice, the Company shall instruct in writing the Attorney as to the handling and transfer of all documents in possession of the Attorney and regarding its function as attorney for the Company (the “documents”). Such instructions must also contain the name and address of the new attorney in [COUNTRY] of the Company.

**4.** If the Company fails to give such instructions within the [NUMBER] days provided for in paragraph 3, the Attorney shall forward the Documents to the Company, at the address specified in paragraph 6. In such a case, the Attorney will be entitled, and it is hereby expressly authorised by the Company to file with all authorities having jurisdiction in this matter, any documents or notices establishing the fact that the Attorney is no longer acting as attorney for the Company.

**5.** The Company shall indemnify the Attorney 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 the Attorney shall or may incur, become liable for or suffer in any manner arising in connection with any action taken or not taken by the Attorney *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 the Attorney. This undertaking shall survive any termination of this Agreement.

**6.** 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:

If to the Attorney:

[ATTORNEY NAME], [FULL ADDRESS]  
Telephone: [PHONE NUMBER]  
Fax: [FAX NUMBER]

If to the Company:

[YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS]

Telephone: [YOUR PHONE NUMBER]

Fax: [YOUR FAX NUMBER]

or to such address as any party hereto may, from time to time, designate by written notice, delivered in like manner.

**7.** For the services to be provided hereunder, the Company shall pay to the Attorney an annual fee of [AMOUNT] (excluding taxes) in advance, which fee may be increased from time to time with respect to any subsequent year, by notice given by the Attorney to the Company, plus such out-of-pocket expenses as are incurred by the Attorney in connection with the services herein set forth.

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

COMPANY ATTORNEY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title