INDEMNITY

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The effective date of this Indemnity (the “Agreement”) is [DATE], made

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

 [YOUR COMPLETE ADDRESS]

**AND: [INDIVIDUAL NAME]** (the "Individual"), the person whose main address is situated at:

 [COMPLETE ADDRESS]

TO: (the “INDIVIDUAL NAME”)

[YOUR COMPANY NAME] has requested that the Individual act as a director and officer of the [YOUR COMPANY NAME]. As an inducement to the Individual to so act, the [YOUR COMPANY NAME] has offered to give this Indemnity to the Individual.

IN CONSIDERATION of the foregoing and of other valuable consideration, the [YOUR COMPANY NAME] agrees to indemnify the Individual, to the full extent permitted by [COUNTRY] law, from all Liabilities arising from (i) anything the Individual does, permits to be done or fails to do as a director or an officer of the [YOUR COMPANY NAME], or both, or (ii) the Individual being a director or an officer of the [YOUR COMPANY NAME], or both.

“Liabilities” means liabilities, costs, charges and expenses, consequential or otherwise (including all liabilities for judgments, fines, penalties, amounts paid in settlement, legal fees and expenses) that the Individual suffers or incurs resulting from

1. any proposed or actual action, suit or other proceeding in which the Individual is or may become involved;
2. any order made or judgement  awarded against the Individual or any investigation or proceeding involving the Individual by any court, administrative or *quasi*-judicial official body, agency or tribunal; and
3. any liability for the net amount of all taxes, including taxes on all indemnity payments under this agreement, and all interest, fines and penalties on such taxes and indemnity payments.
4. This Indemnity applies regardless of any remuneration that the Individual may have received as a result of the Individual having acted as a director or an officer of the [YOUR COMPANY NAME], or as both. This Indemnity shall continue even after the Individual ceases to be a director or an officer of the [YOUR COMPANY NAME], or both.

The [YOUR COMPANY NAME] shall pay all amounts required by this Indemnity forthwith upon written demand by the Individual, even if any existing action, suit or other proceeding *in re*spect of which indemnity is requested is continuing or any proposed action; suit or other proceeding *in re*spect of which indemnity is requested has not been commenced.

The [YOUR COMPANY NAME] acknowledges that the [YOUR COMPANY NAME] has in place appropriate insurance insuring its directors and officers *in re*spect of their liabilities as such and agrees to ensure that such insurance will remain in place as long as the Individual may have any liability as a director or officer of the [YOUR COMPANY NAME], or both.

This Indemnity shall be governed by the [COUNTRY] law. The [YOUR COMPANY NAME] submits to the non-exclusive jurisdiction of the courts of [COUNTRY] with respect to any action, suit or other proceeding arising in connection with this Indemnity and agrees to comply with any judgement  of the courts of [COUNTRY] given in such action, suit or other proceeding.

This Indemnity shall enure to the benefit of the Individual and his personal representatives and successors and shall bind the [YOUR COMPANY NAME] and its successors.

The [YOUR COMPANY NAME] shall not modify or supplement this Indemnity without the prior written consent of the Individual. The [YOUR COMPANY NAME] may not terminate this Indemnity on less than [NUMBER] days’ prior written notice delivered to the Individual. No termination of this Indemnity shall affect any rights of the Individual *in re*spect of any circumstance arising before the termination of this Indemnity.

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

# [YOUR COMPANY NAME] [INDIVIDUAL NAME]

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title