



Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Dear Sirs:

**RE: Provision of Officers & Directors**

We, Montaque Corporate Partners, Ltd., have been requested by you (“the Client”) to provide the services of a director and/or officers for \_\_\_\_\_ (“the Company”). This letter sets out the terms and conditions of this appointment and incorporates an indemnity from you on behalf of the beneficial owners of the Company.

1. The director and/or officers will be the company or individuals specified in the Schedule hereto or such other person appointed by Montaque Corporate Partners, Ltd. in their stead.
2. The fee will be as per the published current Fee Schedule. All fees are payable within 30 days of the invoice date. Out of pocket expenses are also reimbursable.
3. The director and/or officers will undertake their duties in accordance with what they consider to be the best interests of the Company as to which they will generally comply with the recommendations or wishes of the Client, the authenticity of which will be assumed when conveyed from the usual source from which instructions are received concerning the Company.

However, the director and/or officers shall not be obliged to act in any manner which may:

- a. conflict with any laws of The Bahamas or otherwise be illegal or immoral;
  - b. be unethical, duly onerous or be of such nature that it might damage the reputation of or be detrimental to the director[s] and/or officers of Montaque Corporate Partners, Ltd. or any of its affiliates;
  - c. involve the occurrence or complicity in money laundering or drug trafficking;
  - d. conflict with the Memorandum and Articles of Association of the Company.
4. The director and/or officers may require instructions or recommendations of the Client to be in writing before taking action.



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**Provision of Officers & Directors/ Page 2**

5. The Client agrees that he has supplied all relevant information at present available which might affect the decision of Montaque Corporate Partners, Ltd. to provide a director and/or officers and will immediately make available to Montaque Corporate Partners, Ltd. any further relevant information which may become available hereafter. The Client agrees not to take any action with regard to the Company nor enter into any contract on its behalf without the consent of the director except in accordance with any Power of Attorney which the director may have granted. In the latter case the Client undertakes to inform the director of all substantive transactions undertaken under the authority of such Power of Attorney.
6. The Client undertakes to ensure that financial statements or other appropriate confirmations of assets and liabilities of the Company shall be made available to the director on at least an annual basis when such information is not routinely available to the director.
7. The Client undertakes to cause the Company to indemnify the director and/or officers to the maximum extent permitted by law to the extent hereinafter provided and agrees personally to indemnify the director, Montaque Corporate Partners, Ltd., its employees and agents against all costs, claims and liabilities and against all actions, suits, proceedings and demands of whatsoever nature which may be made against the director, Montaque Corporate Partners, Ltd., its employees, agents, and affiliates by reason of any act or service performed hereunder or omitted to be done except such arising from the negligence or willful misfeasance of the director, officers or Montaque Corporate Partners, Ltd.
8. The obligations of the Client [if more than one] are joint and several and shall bind their legal representatives, assigns and successors. The benefits of the Client's agreement and obligations herein contained shall not be affected by any change in the composition of Montaque Corporate Partners, Ltd. or its shareholders or in the identity of the director and officers appointed by Montaque Corporate Partners, Ltd. and shall be for benefit of any successors or assigns of Montaque Corporate Partners, Ltd. or the director and officers.
9. The Client acknowledges that when a director has been provided for a company and that company's purpose has been fulfilled it is Montaque Corporate Partners, Ltd.'s policy that such company should be formally liquidated and not merely be allowed to be struck off the Register of Companies. The Client agrees to meet the costs of such liquidation.
10. If the director wishes to resign its office the Client shall be given one month's notice of such intention. The Client may similarly terminate this Agreement. Notwithstanding such termination the indemnity in Clause 7 above shall endure for



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**Provision of Officers & Directors/ Page 3**

- the benefit of the director and Montaque Corporate Partners, Ltd. in respect of all acts performed by them prior to such termination.
11. In the event that Montaque Corporate Partners, Ltd., the director, or officers shall become aware that the Company is involved in illegal activities it is understood that they reserve the right to co-operate with law enforcement agencies in any part of the world and will not consider themselves bound by any duty of confidentiality to the Client.
  12. This Agreement shall be governed by the laws of The Bahamas and the Client and Montaque Corporate Partners, Ltd., agree to submit to the exclusive jurisdiction of the courts in The Bahamas.

Please signify your agreement to these terms and conditions by signing and returning the attached copy hereof.

Yours faithfully,

\_\_\_\_\_  
(for) **MONTAQUE CORPORATE PARTNERS, LTD.**

**SCHEDULE**

**DIRECTOR  
PRESIDENT  
SECRETARY/AUTHORIZED SIGNATORY  
AUTHORIZED SIGNATORY  
AUTHORIZED SIGNATORY**

I/We hereby agree to the above terms and conditions this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(for) **Client**