

NOMINEE DIRECTOR AGREEMENT

This agreement is made by and between ' _____ ' (full name of beneficial shareholder) of ' _____ ' (full address of beneficial shareholder)("hereinafter beneficial shareholder") and ' _____ ' (full name of Offshore director acting as nominee director) of ' _____ ' (full address of nominee director)(hereinafter "nominee director")(jointly "the parties")

Whereas

-beneficial shareholder wishes nominee director to act on his behalf in relation to beneficial shareholder's beneficial interest in the share capital of ' _____ ' (name of company) a company formed in **name of offshore jurisdiction** and Nominee Director is willing to act as a director of ' _____ ' (name of company) and

Whereas

-Nominee Director is a Director of **ABC Limited**, a company formed under the _____ Offshore Company Regulations dated **January 00, 1987** and licensed under such Regulations to act as a "Registered Agent" (as defined in such Regulations)(hereinafter "**ABC Limited**")

It is mutually agreed that-

- 1) Nominee Director will be elected as a Director of ' _____ ' and will act in such capacity only under the express written instructions of beneficial shareholder and will at all times act in the best interests of beneficial shareholder
- 2) Nominee director will not call Board meetings or act in any manner as a director of ' _____ ' (name of company) other than with the express written instructions of beneficial shareholder
- 3) Nominee Director may not pledge or sell or assign or in any way impair the assets of ' _____ ' the company without the express written instructions of beneficial shareholder
- 4) Beneficial shareholder may request Nominee Director to act as a signatory on bank account(s) of ' _____ ; (name of company) and at all times Nominee Director will only act in such capacity under the express written instructions of beneficial shareholder. Nominee Director will only cause transfers or disbursements or any other debit from such account(s) to be made under the express written instructions of Beneficial Shareholder
- 5) Beneficial Shareholder will not request Nominee Shareholder to act in any way contrary to _____ Offshore Company Regulations dated **January 00, 1987** as may be amended from time to time and the relevant laws of the **jurisdiction of incorporation** or any jurisdiction in which ' _____ ' (name of company) may operate
- 6) Nominee Director will resign his position of Director within 7 days of receiving a request in writing to do so by Beneficial Shareholder
- 7) Should Nominee Director cease to be a Director of **ABC Limited** he will assign this

agreement to another Director of **ABC Limited** with the prior written consent of Beneficial Shareholder

8) This agreement is the sole agreement between the parties with respect to Nominee Director and Beneficial Shareholder of ' _____ ' (name of company)

9) This agreement shall be governed under the _____ Offshore Company Regulations dated **January 00, 1987** as may be amended from time to Time

This agreement is dated this ____ day of _____ 2004

Signature of Beneficial Shareholder

Signature of Nominee Director