Chief Agent Agreement

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This document is a Chief Agent Agreement (the “Agreement”) and is effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

WHEREAS [YOUR COMPANY NAME] (the “Company”) wishes to apply for the issuance of a licence to carry on business in the [Country] of [COUNTRY], pursuant to the legislation under the laws of [COUNTRY] (the “Act”);

WHEREAS the Act provides for the deposit of a power of attorney constituting a chief agent in the [Country] of [COUNTRY];

WHEREAS [INDIVIDUAL NAME] (the “Agent”), a partner in the law firm of [COMPANY] (whose place of business is located at [FULL ADDRESS]) agrees to act as chief agent for the Company;

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

1. The Agent agrees to act as chief agent of the Company in the [Country] of [COUNTRY] solely for the purpose of the servicing 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 legal requirements of [COUNTRY].
2. The Agent 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 Agent.
3. The Agent may at any time and for any reason whatsoever, cease to act as a chief agent 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 Agent as to the handling and transfer of all documents in possession of the Agent and regarding her function as a chief agent for the Company (the “Documents”). Such instructions must also contain the name and address of the new chief agent of the Company in the [Country] of [COUNTRY].
4. If the Company fails to give such instructions within the [NUMBER] days provided for in paragraph 3, the Agent shall forward the Documents to the Company, at the address specified in paragraph 6. In such a case, the Agent will be entitled, and he 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 Agent is no longer acting as chief agent for the Company or providing for the revocation of the licence of the Company to do business in the [Country] of [COUNTRY].
5. The Company shall indemnify the Agent and save him 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 Agent shall or may incur, become liable for or suffer in any manner arising in connection with any action taken or not taken by the Agent *in re*spect of this Agreement; provided, however, that this indemnity shall not apply *in re*spect of such liabilities arising by reasons of gross negligence or willful default on the part of the Agent. This indemnity 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 Agent:

[INDIVIDUAL NAME]

[FULL ADDRESS]

Attention: [INDIVIDUAL NAME]

If to the Company:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

Attention: [INDIVIDUAL NAME]

**7. FEES**

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

**8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the [Country] of [COUNTRY].

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