

INTERNATIONAL TRUSTEE SERVICES LTD

TRUSTEE INDEMNITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ .

BETWEEN _____(Settlor)

Address: _____

(hereinafter called "the Settlor" which expression shall in the case of an individual include his heirs, Executors, Administrators, personal representatives, successors and assigns and shall in the case of more than one person mean such persons jointly and severally and shall include the survivor or survivors of them and their respective heirs, personal representatives successors and assigns) of the one part

AND

INTERNATIONAL TRUSTEE SERVICES LTD a company formed pursuant to the Companies Act, Laws of Belize with registered office at No. 1 Mapp Street Belize City, Belize, (hereinafter called "ITSL" which expression shall where the context so admits include its successors in title and assigns) on its own behalf and as supplier of Nominee Directors for the appointees as hereinafter defined of the other part.

WHEREAS:

(a) The Settlor at the date hereof is Grantor of _____ TRUST (hereinafter called "the Trust") a Trust duly Registered under the Laws of BELIZE.

(b) The Settlor has requested ITSL to supply Trustee services to provide services for the Settlor's Trust upon the Settlor entering into the covenants and giving the undertakings hereinafter contained.

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NOW IT IS HEREBY AGREED as follows:

1. ITSL shall supply to the Settlor such number of Trustee for the purpose of providing services (hereinafter called “the services” which expression shall include any of the services) to or in respect of the Trust as the Settlor may from time to time request in writing or in any other manner selected by the Settlor and as ITSL in its absolute discretion agrees to supply.
2. As remuneration for the services of the Trustee ITSL shall receive from the Settlor such fees and in such manner as set out in its fee scale as may be varied from time to time or as may be agreed with the Settlor. The Settlor will at all times guarantee the due payment and reimbursement to ITSL of all fees, disbursements and expenses in connection with the services due to or incurred by ITSL.
3. The Settlor will not execute nor ask ITSL or the Trustee services supplied by ITSL to execute any transactions which are illegal in Belize or elsewhere, are ultra vires the Deed of Settlement of the Trust, are unethical or likely to impair the Trustee’s reputation.
4. The Settlor, in consideration of ITSL, whether physical or corporate, agreeing to provide the trustee services, hereby undertakes to indemnify and keep indemnified the Trustee, from any and all costs, expenses, liabilities and actions (criminal or civil) that may arise in connection with the services performed by the Trustee or by reason of any act done, failed to be done, or concurred in, which may have arisen out of, or by reason of the execution of instructions or duties, or supposed duties.
 - a) The Settlor authorizes the Trustee to rely upon any directions contained in any means of communication purporting to originate from the Settlor, and agrees that any and all acts by the Trustee or its nominee directors,

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whether corporate or physical, in accordance with such instructions shall be binding upon the Settlor.

- b) The Settlor shall and undertakes to assume the whole risk of fraudulent, unauthorized or otherwise improper use of any means of communication either located at the place of the Settlor or at other place(s) for giving instructions to the Trustee;
 - c) In the case of a breach of Clause 4 above, the Trustee shall have the authority to disclose, if necessary, his/her name and address to any competent authority and to surrender the trust documents concerned.
 - d) The Settlor agrees to advise the Trustee of any claim within a reasonable time. The conduct of any suit and/or negotiation of any settlement shall be entirely within the discretion of the Trustee.
5. All and any obligation hereunder to provide the services shall cease at the option of the Trustee forthwith if the Settlor shall fail to observe any of the covenants, undertakings and agreements on the Settlor's part herein to be observed or,
6. Any notice to be given hereunder shall be in writing be addressed to the party concerned at its address shown herein or such other address as either party may from time to time have notified to the other for the purpose. Any notice:
- a) delivered personally shall be deemed to have been given at the time of such delivery;
 - b) sent by letter post shall be deemed to have been given 3 days after posting;
 - c) sent by airmail letter shall be deemed to have been given 7 days after posting;
 - d) sent by telex or facsimile shall be deemed to have been given at the time of dispatch;
 - e) sent by cable shall be deemed to have been given 2 days after dispatch.
7. The Trustee services supplied by ITSL shall exercise complete confidentiality on all instructions, and matters dealing with the trust, unless otherwise informed in writing by the Settlor.
8. The Settlor agrees to reimburse ITSL for all reasonable out of pocket expenses including but not limited to travel expenses, telephone and fax expenses, legal

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fees, outside reproduction and printing, courier charges, stationery and other similar related costs incurred on behalf of the Trust.

- 11. It is specifically agreed that ITSL shall be entitled to indemnify itself from the trust assets whether capital or income without notice to the Settlor, Protector or any beneficiary.
- 12. THIS AGREEMENT shall be governed by and construed in accordance with the laws of Belize and the parties hereto submit to the non-exclusive jurisdiction of the courts of Belize in connection herewith.

***SETTLOR SECTION**

_____	_____
FULL NAME OF SETTLOR (BLOCK LETTERS)	SIGNATURE OF SETTLOR
Signed Before Me This _____ Day Of _____, 20 .	

NOTARY PUBLIC	

***TRUSTEE SECTION**

_____	_____
FULL NAME OF TRUSTEE (BLOCK LETTERS)	SIGNATURE OF TRUSTEE
Signed Before Me This _____ Day Of July, 20 .	

NOTARY PUBLIC	

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