**${Company current name}**

(the “Company”)

(Company Registration No. ${UEN})

(Incorporated in the Republic of Singapore)

LETTER OF INDEMNITY AND UNDERTAKING

To: ${Secretarys name - appointment} (Identification ID: ${Secretarys ID - appointment})

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| ${Secretarys address - appointment} |

**RE: APPOINTMENT COMPANY SECRETARY**

We are pleased to inform that we would like to engage you (hereinafter the “Nominee”) to act as the company secretary of our Company.

We confirm that the duties discharged by the Nominee in her capacity as company secretary would be restricted to the following:-

1. to sign statutory forms and certified board resolutions (as directed) in accordance with the Companies Act (Cap. 50) of Singapore (the “Act”) and its regulations and the Company’s Memorandum and Articles of Association;
2. to obtain the prior consent of the Company before incurring any obligation or liability on its behalf; and
3. to act only in accordance with the instructions of the Company from time to time and not be responsible for the day to day management of the Company.

In consideration of the above, we hereby irrevocably and unconditionally agree and undertake that:-

1. we will at all times hereafter well and sufficiently indemnify the Nominee and keep the Nominee indemnified against all costs, charges, damages, liabilities, expenses, actions, suits, proceedings, claims and demands of whatever nature and howsoever arising if incurred, suffered or sustained by the Nominee as a result of her acting as company secretary of the Company save for anything done or omitted to be done by her arising out of her own negligence or default;
2. we will not give any instructions or directions which are unlawful under the laws of Singapore;
3. the Nominee shall be entitled to arrange for her own resignation as nominee secretary of the Company at any time and we shall at the Nominee’s request forthwith appoint another resident secretary to replace her;
4. ensure the timely preparation and finalisation of the accounts of the Company in order for the secretary to file the statutory accounts and returns of the Company on time with the Accounting & Corporate Regulatory Authority in compliance with the requirements of the Act; and
5. if the Company is in a dormant state without any employees in Singapore, we shall provide the Nominee with funds (to be held by a mutually acceptable stakeholder) to defray the fees and expenses incurred by it on behalf of or in relation to or in connection with the Company.

This indemnity shall remain in full force, notwithstanding the resignation or the termination of the secretary of the Company.

This indemnity shall be governed by and construed in accordance with the laws of the Republic of Singapore and we agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore in all matters connected with our obligations and liabilities arising hereunder.

Dated this ${effective\_date}

For and on behalf of

**${Company current name}**

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| ……………………………………………………………..  Name : ${Directors name - appointment}  Designation : Director |