
HEAD OFFICE SERVICES AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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HEAD OFFICE SERVICES AGREEMENT

This service agreement ("the Agreement") is considered a written confirmation of what has been agreed as from [date, year] ("Effective Date"),

BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "Service Provider";

AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "Service Recipient";

Jointly hereinafter referred to as "Parties"

WHEREAS:

- Parties are both companies of the [XYZ] group of companies ("[XYZ] group").
- Service Recipient has a continuing need for advice and assistance in areas that include [general management, finance, tax] and other administrative services more particularly described in Appendix A hereto ("the Services").
- Service Provider provides and coordinates a wide range of useful and beneficial support services in above-mentioned areas by drawing on its own resources as well as on those available from third parties.
- Service Recipient believes that the above-mentioned services can best be achieved by the assistance of Service Provider.
- Service Provider has the willingness and capability to provide the Services to Service Recipient.
- Service Provider and Service Recipient desire to enter into a service agreement pursuant to which Service Provider will provide to Service Recipient the Services under the terms and subject to the conditions as set out below.

- Agreements essentially identical to this one have been concluded with all [XYZ] group companies as listed in Appendix B hereto.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, SERVICE RECIPIENT AND SERVICE PROVIDER AGREE AS FOLLOWS:

Article 1 General Obligations of Service Provider

1. Service Recipient hereby appoints Service Provider, and Service Provider hereby accepts such appointment, to provide the Services in the areas specified in Appendix A hereto throughout the term of this Agreement.
2. Throughout the term of this agreement, Service Recipient hereby requests Service Provider to perform the Services on a continuing basis without any further specific request, or whenever Service Recipient calls or places an order for them with Service Provider.
3. Apart from the Services mentioned and specified in Appendix A, Service Recipient may also request Service Provider to render additional services and Service Provider undertakes to comply with such requests to the extent it can handle them.

Article 2 Fees

1. In consideration of the Services provided by Service Provider under this Agreement, Service Recipient agrees and undertakes to pay a service fee to Service Provider.
2. The fee charged to Service Recipient will, to the extent possible, be computed by reference to the Services that are clearly and distinctly provided for the benefit of Service Recipient (i.e. so-called "specific services"). Where possible, the service fee for the specific services will be set upfront by reference to rates charged by third party service providers of equivalent expertise in comparable circumstances, and will be periodically reviewed.
3. In the absence of such (reliable) market references, the service fee will be based on the actual costs incurred by Service Provider in providing the specific services, including an appropriate profit mark-up, as specified in Appendix C. The profit mark-up on actual costs will be updated regularly.
4. Where it is practically not possible to identify specific services since separate recording and analysis of the Services provided to Service Recipient is not possible due to the nature of the Services, or where this would involve a burden of administrative work disproportionate to the activities themselves, the costs of such services (i.e. so-called

Article 8 Applicable Law - Dispute Settlement

- 1. This Agreement will be governed by and interpreted in accordance with, and subject to, the laws of [country].
- 2. Any disputes arising out of or in connection with this Agreement will be brought exclusively before the courts in [country].

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES MENTIONED HEREUNDER:

[full legal name entity 1],

[full legal name entity 2],

Signed by

Signed by

Name:

Name:

Title:

Title:

Date:

Date:

