
ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This administrative support services agreement (" **the Agreement**") is considered a written confirmation of what has been agreed as from **[starting date of agreement]** (" **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 the "**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 the "**Service Recipient**";

Jointly hereinafter referred to as "**Parties**"

WHEREAS:

- Parties are both companies of the **[XYZ]** group of companies ("**[XYZ]** group").
- In the past Parties entered into an oral agreement that Service Provider was to render invoicing services to Service Recipient in exchange for an annual service fee.
- Service Provider has been rendering invoicing services to Service Recipient since the Effective Date.
- Parties wish to record their cooperation up until now and in the future in writing and therefore wish to enter into this Agreement.

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

Article 1 Services to be rendered

Service Provider will provide invoicing and ancillary services ("**the Services**") to Service Recipient for the risk and account of Service Recipient. In this context the following activities will be undertaken:

1. Service Provider shall receive invoices for products such as [...] (hereinafter collectively referred to as: the “Products”) that are purchased in its own name from Service Recipient, but on behalf of and fully for the risk and account of Service Recipient.
2. Service Provider will check the invoices to ensure that these are in alignment with the purchase information provided by Service Recipient. Following confirmation of such invoices, Service Provider will make payment to Service Recipient.
3. Following a sale of the Products from Service Provider to the end customers Service Provider will issue an invoice to the end customer.
4. In addition, Service Provider will receive invoices from Service Recipient. Following receipt of such invoices, Service Provider will ensure the payment of those invoices.

Article 2 Service fee

Article 3 Limitations of liability

Service Recipient shall indemnify, defend and hold Service Provider harmless against any and all claims, demands, suits, losses, damages and liabilities, including without limitation interest and reasonable attorney’s fees arising out of, relating to, or resulting from its activities undertaken pursuant to this Agreement, unless such claims, demands, suits, losses, damages and liabilities are based on Service Provider’s gross negligence or wilful misconduct.

Article 4 Records and reporting requirements

1. Service Provider will maintain at its principal place of business full, complete and accurate books of account and records to allow proper charges to be made and will administer all financial aspects of this Agreement.
2. After lapse of the financial year, Service Provider may direct its independent auditors to inspect its records and certify the accuracy thereof.

Article 5 Terms and termination

Article 6 Amendments

Article 7 Partial invalidity

1. This Agreement will contain the entire agreement and understanding between the Parties.
2. If any provision of this Agreement is or becomes, at any time and under any laws, rules or regulations, unenforceable or invalid in any jurisdiction in which the Parties

are located or in which the Services are being performed, the remainder of this service agreement will be valid and enforceable.

3. The headings or titles used in this Agreement are for the purpose of convenience only and are not to be used in construing the meaning or intent of this Agreement.

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

Name:

Title:

Date:

Signed by

Name:

Title:

Date: