
HEAD OFFICE SERVICES AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

TABLE OF CONTENTS

| | | |
|-------------------|---|-----------|
| Article 1 | General Obligations of Service Provider | 5 |
| Article 2 | Fees | 5 |
| Article 3 | Invoice and Payment of Service Fee | 6 |
| Article 4 | Records and Reporting Requirements | 6 |
| Article 5 | Terms and Termination | 7 |
| Article 6 | Amendments | 7 |
| Article 7 | Partial Invalidation | 7 |
| Article 8 | Applicable Law - Dispute Settlement | 8 |
| | | |
| APPENDIX A | - Summary of Services provided | 9 |
| APPENDIX B | - List of group companies identical agreements | 11 |
| APPENDIX C | - Applied profit mark-up | 12 |

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 “indirect services”) are treated as a pool and shared pro rata between the [XYZ] group companies that concluded this Service Agreements on the basis of their respective [allocation key, e.g. turnover, number of FTEs or assets, or a combination thereof] realized in the last financial year.

Article 5 Terms and Termination

1. The Agreement will be effective as from the Effective Date for a period of one year and will be renewed for the term of one (1) calendar year upon mutual agreement between the Parties.
2. Either Party may terminate this Agreement with immediate effect in case of a repeated failure of the other Party to comply with the material obligations that the latter has assumed under this Agreement, or in case of another grave cause, after having notified the other Party of such failure and where this Party has not cured the failure within a reasonable period.

Article 6 Amendments

1. Both Parties will regularly review this Agreement as to the reasonableness of its terms. If at any time the Parties discover that this Agreement does not provide for a fair balance between the interest of both Parties anymore, this Agreement shall be adapted to this change of circumstance. The Parties shall then agree upon such amendments as are required to reflect the change of circumstances.
2. Service Provider will review Appendix A, B and C on a regular basis and, if so required, the Appendices shall be adapted. Service Recipient shall confirm in writing the acceptance of amendments to Appendix A that are required to appropriately reflect the Services provided under this Agreement.
3. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on any Party unless the same has been agreed to in writing by both Parties.

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 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.

APPENDIX A - Summary of Services provided

The Services provided under this Agreement confer the following benefits to Service Recipient due to the activities conducted by the various head office departments of Service Providers: [please find below a number of sample descriptions]

Group accounting and reporting

The benefits that the group accounting and reporting department confers to Service Recipient may include (but are not limited to):

- Maintain accounting quality by way of providing accounting instructions and providing training sessions and materials;
- Provision of an efficient and timely flow of relevant management information allowing to make key management decisions; and
- Consolidation of financial information, allowing monitoring and analyzing the financial information of Service Recipient.

Group business control

The benefits that the group business control department confers to Service Recipient may include (but are not limited to):

- Provide effective and cost efficient budgeting and planning procedures;
- Conducting analyses on the [number of years] year strategy plan, annual plan and forecast providing the Service Recipient with required insights in their business operations;
- Collection of investment information and further support in the investment approval process; and
- Performing and supporting group projects.

Group tax

The benefits that group tax department confers to Service Recipient may include (but are not limited to):

- Providing support in local tax and transfer pricing audits and litigation efforts;
- Support in establishing and updating of the Service Recipient's transfer pricing documentation with the assistance of external consultants;
- Provision of support in approving, establishing and managing of suggested changes in the legal structure;
- Evaluating the profit and loss impact of the tax structure to access local tax benefits; and