

SERVICES AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Transition Services Agreement", is made on the [♦] day of [♦] 20__

The undersigned:

1. [____], a limited liability company ("*besloten vennootschap met beperkte aansprakelijkheid*") incorporated in the Netherlands and having its registered offices at [____], the Netherlands, (the " "),

and

2. [____], a limited company incorporated in the [____] and having its registered offices at, [____], (the "[]");

and

3. [____], a limited liability company ("*besloten vennootschap met beperkte aansprakelijkheid*") incorporated in the Netherlands and having its registered offices at [____] ("[]"),

(the parties under 1 through 3 hereinafter jointly "**Parties**" and each a "**Party**")

WHEREAS:

- A. [____];
- B. The _____ requires the use of certain services related to the Business, as defined in the _____, for a certain period of time;
- C. The [____] are willing to render these services to the _____ under the terms and conditions set out in this _____ Services Agreement;

NOW IT IS HEREBY AGREED as follows:

1 EXTENT OF SERVICES

- 1.1 The Services to be provided under this Services Agreement are listed in Attachment A to this Agreement.
- 1.2 The services listed in this clause, are services that [_____] shall provide, free of charge, to the [_____] to secure the stand alone basis of the [_____] after the signature of the SPA (see Attachment A):-
- a. Human resources;
 - b. Corporate allocation for human resources benefits and administration for a period of [_____];
 - c. Finance;
 - d. Finance – risk management/ insurance;
 - e. [Tax services]
 - f. Expense reimbursement;
 - g. IT technology – WAN connectivity for a period of;
- 1.3 In relation to the [_____] Software licences, the conditions of the Attachment A, shall apply.
- 1.4 In relation to [____], [_____] will be responsible for all costs from [_____].
- 1.5 In relation to exchange servers and email, the estimated cost per month shall be approximately EUR _____ for a period of one month.
- 1.6 In relation to [HR Services, fixed period]

2 SERVICE FEE

- 2.1 [_____] shall pay the [_____] for the Services a monthly fee ("**Service Fee**") in respect of the services set out in clauses 1.3 up to and including 1.5. The fixed amounts per month are stated in Attachment A of this Agreement. The variable costs related to some of the services will be charged at [_____]’ costs.
- 2.2 The [_____] shall provide [_____] an invoice no later than 10 (ten) days after each month setting forth the Services to be provided and the Services Fees to be incurred during such month.

3 TERM AND TERMINATION

- 3.1 This Services Agreement shall become effective as of the [Completion Date] of the SPA and shall end automatically after a period of [♦ months]. This period can only be extended by mutual agreement, upon request of the [_____].
- 3.2 The [_____] shall immediately terminate any rights of use of any of the Services without any compensation becoming due to the [_____] and/or [_____] in the event that, to the sole discretion of any of the [_____] the [_____] and/or [_____] are using such Services or any part of it in a manner that is (i) not consistent with the Snap-on brand and/or reputation and/or (ii) the interests of the [_____].
- 3.3 This Services Agreement may be partially or entirely terminated at any time by:
- a. the Parties by mutual written consent;
 - b. the [_____] with notice given 15 days prior to the termination date.

4 INDEMNITY

The [_____] shall comply with and shall procure that [_____] shall comply with any applicable law, rule, regulation, order, decree, injunction, notice, approval or judgment of any supranational, national, federal, state, provincial or local government or governmental department, agency, or board and the terms of any such permit or license in the use of the Services and shall indemnify the [_____] without limitation, in respect of liabilities (absolute or not) for the [_____] caused on account of the [_____]’s or [_____] non-compliance with the obligation undertaken in this Clause.

5 MISCELLANEOUS

5.1 Assignment

The [_____] shall not be permitted to assign rights and obligations of the [_____] under this Services Agreement without the prior written consent of the other party.

5.2 Notices

Any notice, or other communication to be given hereunder shall be in writing and

shall be deemed to have been given when actually received. Any such notice or other communication may be given by mail, express package service or telefax, and shall be address, with receipt confirmed, as follows:

[name and address]

[name and address]

[name and address]

5.3 Entire Agreement

The Schedules are incorporated herein by reference and form an essential and integral part of this Services Agreement. This Services Agreement shall not be modified or amended except by written agreement of the parties.

5.4 No Waiver

No delay or failure of a party to exercise, and no partial exercise of, any right, power or privilege shall constitute a waiver thereof.

5.5 Severability

In the event that any provision of this Services Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Services Agreement shall remain valid and enforceable, and the parties shall replace such provision with one that is valid and enforceable and most closely approximates the parties' intent and economic benefits to be derived from the invalid provision.

5.6 Governing Law and Jurisdiction

This Transition Services Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

The Courts of Amsterdam, the Netherlands have exclusive jurisdiction to hear and decide any action or proceedings which may arise in connection with this Transition Services Agreement and, for this purpose, each Party irrevocably submits to the jurisdiction of the Courts of Amsterdam, the Netherlands subject to appeal to the competent Court of Appeal and the Supreme Court of the Netherlands

THUS agreed and signed in duplicate in Amsterdam on [date].
