

## Agreement

This Agreement entered into on \_\_\_\_\_ of the \_\_\_\_\_ 2018 between VAT IT Luxembourg SARL (“VAT IT”) with registration number B 136565 and \_\_\_\_\_ (“the Company”) with registration number \_\_\_\_\_ (on its own behalf and, if the Company is part of a group, on behalf of and as agent for those companies within the group as listed in schedule A) (“this Agreement”).

### Services

1. VAT IT offers the Company the Services in schedule B (“Services”) in respect of any products which VAT IT has developed and/or will develop for the subsistence of this Agreement to which these Services relate (“Products”).
2. VAT IT will assist the Company, through the provision of its Services, for the reclaim of the Company’s VAT refunds arising from international business expenses and any other VAT or tax refunds that may be available to the Company in respect of the applicable legislation (“Refunds”).

### Term

3. This Agreement is an exclusive agreement for all Services and Products, in respect of all claimable jurisdictions and will be in force for an initial 3 year period (“Initial Period”) from the date of this Agreement.
4. After each 3 year period, this Agreement will automatically renew for further 3 year periods. This Agreement will be cancelled if either party terminates this Agreement in writing by giving notice to the other party at least ninety (90) days before the end of any 3 year period after the Initial Period (“the Termination Date”). This Agreement is not terminable during the Initial Period.
5. In the event that the Company terminates the Agreement during the Initial Period, a cancellation penalty of VAT IT’s fee of any claims which could have been and were not submitted during the Initial Period and which VAT IT reasonably believe to be refundable will be due and payable on the Termination Date. Furthermore, the Company undertakes to pay VAT IT its fee, calculated in accordance with schedule C, which arises from the submission of a claim by VAT IT to the relevant VAT Authority, prior to the Termination Date, which is subsequently refunded/or partially refunded.

### Fees

6. Invoices and amounts retrieved by VAT IT, in terms of schedule B, will be subject to the fees in schedule C. This will apply to claims submitted by VAT IT or by the Company including any claims made via the Company’s local VAT return.
7. If the Company fails to provide VAT IT with all documents required to lodge and/or appeal a VAT and/or Tax refund and/or to perform the Services within the time frames set out by the relevant VAT Authorities, and/or where the Company withdraws claims/invoices for whatever reason, VAT IT reserves the right to charge the Company the relevant fee/s in schedule C.
8. VAT IT will be entitled to all interest received from the VAT Authority.
9. VAT IT reserves the right to review the fees in schedule C on an annual basis.

### Payment

10. VAT IT will pay the Company the full amount of the Refunds received less the relevant fees due as set out in schedule C. Such payment will be made to the Company within sixty (60) days of the receipt of such funds by VAT IT.
11. In the event that the Company is legally obligated to receive the Refunds directly, VATIT will invoice the Company for the commission fee as set out in schedule C. Invoices shall be paid by the Company to VATIT within sixty (60) days of date thereof by the Company.
12. VAT IT will also be entitled to deduct and/or invoice any disbursements, bank or handling charges, currency charges and 3rd party fiscal representation fees incurred by VAT IT when providing the Foreign VAT Services.
13. Any payments due to VAT IT may be set off against any money due to the Company.

### Company Information

14. For the purpose of this Agreement “Information” shall mean any content, data or other information transmitted to or from, or stored on VAT IT’s information technology system.
15. The parties shall take all reasonable steps to protect the Information that it receives from the other party and adopt reasonable security measures depending on sensitivity of such Information.
16. The parties undertake not to use or disclose to any third party, any Information belonging to the other party unless it needs to do so to perform its obligations under this Agreement.

### Legal System

17. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

### Language

18. In the event that this Agreement is executed in in English and any other language, the English version shall prevail.

### Indemnity

19. VATIT shall indemnify and hold harmless the Company on demand against any claims, liabilities, losses, costs, proceedings, damages or expenses arising out of or in connection with any breach by VATIT of any of the provisions of this Agreement (“Damages”). The quantum of the Damages will be limited to the value of VATIT’s fee charged within 1 year prior to the incident giving rise to the Damages

\_\_\_\_\_  
**Signed for and on behalf of VAT IT**

Name:

Job Title:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
**Signed for and on behalf of Company**

Name:

Job Title:

\_\_\_\_\_

\_\_\_\_\_



**SCHEDULE A**

**COMPANIES ON BEHALF OF WHICH  
THE COMPANY HAS SIGNED THIS AGREEMENT (Please list all group entities, including subsidiaries, that fall within the  
Company Group. )**

1.

2.

3.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**SCHEDULE B****SCOPE OF SERVICES OFFERED BY VAT IT**

1. Full Retrieval Service: where a VAT IT officer attends at the Company's premises and either locates, extracts and/or collects all relevant and eligible VAT invoices for processing and submission.
2. Supplier's Service: the reclaiming of VAT from suppliers for VAT incorrectly charged on goods and/or services supplied.
3. Reissue and Resubmission Service: VAT IT obtaining, from suppliers, replacement invoices, which were incorrectly issued in the first instance, as well as resubmitting claims which have been queried by the VAT Authority.

**SCHEDULE C****SCHEDULE OF FEES FOR THE ABOVE SERVICES**

FOR THE SERVICES RELATING TO ALL PRODUCTS EXCLUDING ANY SPECIAL FEES IF ANY

4. Full Retrieval Service: 30% of the VAT recovered.
5. Supplier's Service: an additional 10% of the VAT recovered, over and above the Full Retrieval Service Fee.
6. Reissue and Resubmission Service: an additional 10% of the VAT recovered, over and above the Full Retrieval Service Fee.

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**SCHEDULE D****ADDITIONAL DETAILS:**

A) Is the Company **VAT registered** in any of these European countries (i.e. your Company, NOT a division, subsidiary or affiliated company). Please mark with an X:

- |                                  |                                      |                                  |  |                                      |
|----------------------------------|--------------------------------------|----------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Austria | <input type="checkbox"/> Belgium     | <input type="checkbox"/> Denmark | <input type="checkbox"/> Finland         | <input type="checkbox"/> France      |
| <input type="checkbox"/> Germany | <input type="checkbox"/> Greece      | <input type="checkbox"/> Ireland | <input type="checkbox"/> Italy           | <input type="checkbox"/> Luxembourg  |
| <input type="checkbox"/> Monaco  | <input type="checkbox"/> Netherlands | <input type="checkbox"/> Norway  | <input type="checkbox"/> Poland          | <input type="checkbox"/> Switzerland |
| <input type="checkbox"/> Spain   | <input type="checkbox"/> Sweden      | <input type="checkbox"/> UK      | <input type="checkbox"/> Other (specify) | _____                                |

B) Does the Company recover local VAT in any of the above-mentioned countries marked with an X?

If yes, does the Company recover foreign VAT by using an agent, by doing it themselves, etc.?

If an agent (s) is used, please provide further details of the agent (s).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

C) For 8th Directive / 13th Directive VAT reclaim, does the Company confirm that they are not engaged in taxable activities which require local VAT Registration?

Yes

No

D) What employee expense management system does your Company use (Concur, Expensify, etc.) \_\_\_\_\_

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