

**APPOINTMENT AS PROCESS AGENT**

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| **Name (“Appointor”)** |
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| --- |
| **Address** |
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| --- |
| **VAT number** |
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| --- |
| **Name of the person who is to receive notices** |
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| **E-Mail, phone number and fax number of the person who is to receive notices** |
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**SCHEDULE OF AGREEMENTS**

The following agreements (the “Agreements”) are covered by the Appointment as of the date of the Appointment. At any time, the Appointor can notify London Central Services of one or more additional agreements to be covered by the Appointment, using the “Additional Agreement Notification Form”. Upon receipt, London Central Services will send an updated Schedule of Agreements to the Appointor.

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| **Name of the Agreement** | **Parties to Agreement other than Appointor (name, address)** | **Maturity date of the Agreement**  |
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The Appointor hereby appoints London Central Services Ltd as its process agent in respect of the Agreements and subject to the Terms & Conditions (the “Appointment”).

**Date:**

**The Appointor:**

Signed: By:

**London Central Services:**

Signed: By:



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**TERMS & CONDITIONS**

1. Appointment

London Central Services will accept service of process on behalf of the Appointor, in respect of the Agreements, in any proceedings in England. London Central Services does not provide a business correspondence address or any general mail forwarding services.

1. Notification

London Central Services will notify the person indicated by Appointor to receive notices by email or fax of such service as soon as reasonably practicable. The Appointor will be responsible for the costs incurred in forwarding documents to the Appointor, if required.

1. Changes to contact details

The Appointor is responsible to notify London Central Services in case there are any changes to the contact details of the person indicated to receive notices.

1. Termination

The Appointment shall terminate on the later of (i) the date when the Schedule comprises no outstanding Agreement, and (ii) the Appointor notifies London Central Services that it wishes to terminate the Appointment.

1. Early termination by the Appointor

The Appointor shall have the option to terminate the Appointment on each anniversary date, subject to 30 business days prior notice to London Central Services. London Central Services shall be expressly authorised by the Appointor, but shall have no obligation, to notify the counterparties of the Agreements of such early termination.

1. Fees

Within 30 calendar days following the date of the Appointment, and on each anniversary date of the Appointment, the Appointor shall pay to London Central Services a fee according to the Fee Schedule. Failure to make any such a payment shall constitute a repudiatory breach of the Appointment, and London Central Services shall have the option, but not the obligation, to terminate the Appointment with notice to the counterparties so listed in the Schedule at such time.

1. Indemnity

The Appointor shall have no claim against London Central Services for any failure to perform its duties under this Agreement unless such failure is due to fraud, gross negligence or wilful misconduct and the Appointor hereby agrees to indemnify London Central Services against all liabilities, claims, costs and expenses arising in any way out of the Appointment unless such claim arises from fraud, gross negligence or wilful misconduct.



1. Governing law

The Appointment is governed by English Law.

1. Fee schedule

The following fee schedule (the “Fee Schedule”) shall apply to this Appointment:

* Base fee: GBP 100 p.a., payable up-front in respect to each year when due; and
* Fee per Agreement outstanding: GBP 30 p.a.

The number of Agreements outstanding shall be determined on the date of the Appointment, and then 10 business days prior to each anniversary date of the Appointment.

The Base Fee and the Fee per Agreement outstanding are subject to annual adjustment, and any change shall be notified by London Central Services to the Appointor not less than 30 business days prior to each anniversary date of the Appointment.

**ADDITIONAL AGREEMENT NOTIFICATION FORM**

London Central Services Ltd

4, Old Park Lane

London W1K 1QW

Per Fax: +44(0)208 043 3840

Date: *[insert date]*

Dear Sirs,

Reference is taken to your appointment as process agent, dated [*insert date of appointment*] (the “Appointment”).

We hereby notify you of the following additional agreement, which is to be covered by the Appointment effective [immediately / specify date]:

Name of Agreement: [*Insert name*]

Parties to Agreement other than us: [name of p*arty A*]

 [*Contact details Party A*]

 [*name of party B*]

 [*Contact details Party B*]

Maturity date of the Agreement: [*insert date*][[1]](#footnote-1)

Sincerely,

1. For perpetual agreement, insert “perpetual” or date until which coverage is required [↑](#footnote-ref-1)