

Agreement for Assignment and Assumption of Contract

**Parties,**

The company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ registered at the Chamber of Commerce under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: "Existing Purchaser") represented herein by Mrs/mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

The company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered at the Chamber of Commerce under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: "New Purchaser") represented herein by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Considering that,**

between the private limited company TelecomTAG, with registered office in Helmond, registered at the Chamber of Commerce under number 20089606 (hereinafter: "TelecomTAG"), and Existing Purchaser, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Contract to supply services (hereinafter: "the Supply Contract") was concluded ;

Existing Purchaser now wishes to assign the Supply Contract to New Purchaser;

Parties wish to lay down the arrangements concerning the assignment and assumption of the contract in this agreement.

**Have agreed the following,**

1. Please select which of the following applies:

All services of Existing Purchaser will be assumed by New Purchaser.

Only the below services will be assumed from Existing Purchaser by New Purchaser:

|  |  |  |
| --- | --- | --- |
|  | Number | Application |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |

1. The Supply Contract is assumed from Existing Purchaser by New Purchaser with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: "Assumption Date").
2. New Purchaser confirms that it accepts and assumes all rights and obligations in relation to the Supply Contract from Existing Purchaser from the Assumption Date. New Purchaser also agrees to the Terms and Conditions of TelecomTAG as set out in Annex D.
3. Existing Purchaser confirms that it will cooperate fully with the prompt assumption of the Supply Contract by New Purchaser and that it will satisfy all obligations arising from the Supply Contract until the Assumption Date. After signature of this agreement, all invoices and claims from TelecomTAG are payable immediately.
4. New Purchaser confirms that the following business details are applicable to its enterprise:

|  |  |
| --- | --- |
| Invoice e-mail address: |  |
| Chamber of Commerce number: |  |
| VAT number: |  |
| Bank account number: |  |
| Bank account name: |  |

1. New Purchaser authorises TelecomTAG, until further notice, to claim all outstanding invoices by automatic direct debit from the bank account stated in article 4.
2. In case TelecomTAG agrees to the assumption of the Supply Contract from Existing Purchaser by New Purchaser, TelecomTAG will send a written confirmation (e-mail included) to both Existing Purchaser and New Purchaser.
3. The laws of the Netherlands apply to all legal relationships between parties and the courts of Amsterdam shall have jurisdiction.

Duly agreed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| Name Existing Purchaser: |  |
| Representative: |  |
| Date: |  |
| Signature: |  |

|  |  |
| --- | --- |
| Name New Purchaser: |  |
| Representative: |  |
| Date: |  |
| Signature: |  |