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MARKETING

THIS AGREEMENT is dated << >>

**BETWEEN:**

- (1) <<Name of Principal>> [Limited liability company registered in <<Country of Registration>> under number <<Company's Registration Number>>] whose registered office is at <<Company's Registered Office Address>>] (hereinafter known as the "Principal") and
- (2) <<Name of Agent>> [Limited liability company registered in <<Country of Registration>> under number <<Agent's Company Registration Number>>] whose registered office is at <<Agent's Registered Office Address>>] (hereinafter known as the "Agent")

**WHEREAS:**

- (1) The Principal [manufactures/sells] <<Product>>.
- (2) The Agent wishes to be a <<sole>> [sole] **OR** [exclusive] **OR** [non-exclusive] agent for the marketing of <<Product>> in the Territory.

**1. Interpretation**

1.1 In this Agreement, unless otherwise requires:

**"Data Protection Legislation"** means and other regulatory requirements from the date of entry into force concerning the collection, holding, and processing of personal data, including, but not limited to, the Data Protection Act, its successor legislation, and EU Regulation (GDPR) and any applicable EU regulation relating to privacy and data protection (for so long as EU law has legal effect in the Territory);

**"Force Majeure"** means any event, circumstance, or condition, any circumstances beyond the control of the parties, which prevents, hinders, or delays the performance of this Agreement;

**"Intellectual Property"** means (a) any registered or unregistered trademarks, trade names, trade dress, trade secrets, patents, trade secrets, and other intellectual property rights (and rights to apply for any of those rights); (b) any domain names, internet service provider accounts, database rights, know-how, trade secrets, inventions, and goodwill; (c) any rights in relation to (a); (d) the right to sue for effect or nature as or to those in (a) now or in the future may subsist; (e) any rights or claims of infringement of any of the foregoing.

**“Net Invoice Price”**

means the price actually charged to the customer therefor less:-

the Products, the price actually charged to the customer therefor less:-

VAT or other applicable sales tax

in respect of transport or insurance

discounts, rebates, or returns in respect

**“Products”**

means the products of the kind [notified] OR [agreed by the Agent]

listed in Schedule 1] OR [products of the kind [notified] OR [agreed by the Agent] as are [manufactured or] sold by [the Agent] or for the Principal as may be agreed in writing between Principal and the Agent in respect of one or more such products;

**“Quarter”**

means the period of consecutive months commencing on the date of the commencement of this Agreement

the period of consecutive months commencing on the date of the commencement of this Agreement and each subsequent period of consecutive months during the period of this Agreement ending on its termination;

**“Restricted Information”**

means information which is confidential or in the nature of trade secrets (such);

business or affairs of either party, any information which is confidential or in the nature of trade secrets (such); and whether or not such information is to be confidential or marked as such;

**“Territory”**

means the area/s

the area/s in which the Agent is to operate; and

**VAT**

means

**“Year of this Agreement”**

means the period of consecutive months commencing on the date of the commencement of this Agreement

the period of consecutive months commencing on the date of the commencement of this Agreement and each subsequent period of consecutive months during the period of this Agreement

1.2 Any reference in this Agreement to a reference to any word or expression means.

, or cognate expressions includes any reference to any word or expression as used by e-mail or other electronic means.

1.3 Any reference in this Agreement to a statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended.

statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

convenience only and shall not affect its interpretation.

<sup>1</sup> This template assumes that the parties will operate in the United Kingdom.

## 2. Appointment of Agent

### EITHER

- [2.1 The Principal hereby appoints the Agent as its sole agent, and the Agent hereby agrees to act as such.]
- 2.2 The Principal may appoint the Agent as its sole agent for the promotion or sale of Products in the Territory and may not appoint a distributor or distributors for the resale of Products in the Territory, in any such case during the period of this Agreement.
- 2.3 The Principal may make a sale of any Products to a customer in the Territory during the period of this Agreement except that it may make such a sale where the customer has been introduced to the Principal by the Agent pursuant to the appointment of the Agent as a distributor appointed by the Principal and that agent by sub-Clause 2.2 above.]

### OR

- [2.1 The Principal hereby appoints the Agent as its exclusive agent and the Agent hereby agrees to act as such.]
- 2.2 The Principal may appoint the Agent as its exclusive agent for the promotion or sale of Products in the Territory and may not appoint a distributor for the resale of Products in the Territory, in any such case during the period of this Agreement.
- 2.3 The Principal may make a sale of any Products to a customer in the Territory or promote any Products in the Territory, in any such case during the period of this Agreement, [it has not made a sale of any Products to a customer in the Territory, in any such case during the period of this Agreement, [it has not promoted any of the Products in the Territory, in any such case during the period of this Agreement, [it has not commenced the sale of any Products to that customer in the Territory].]

### OR

- [2.1 The Principal hereby appoints the Agent as its non-exclusive agent, and the Agent hereby agrees to act as such.]
- 2.2 The Principal may appoint the Agent as its non-exclusive agent for the promotion or sale of Products in the Territory to time during the period of this Agreement [and may not appoint a distributor or distributors for the resale of Products in the Territory, in any such case during the period of this Agreement.]
- 2.3 The Principal may make a sale of any Products to a customer in the Territory or promote any Products in the Territory, in any such case during the period of this Agreement, [it has not made a sale of any Products to a customer in the Territory, in any such case during the period of this Agreement, [it has not promoted any of the Products in the Territory, in any such case during the period of this Agreement, [it has not commenced the sale of any Products to that customer in the Territory].]

### EITHER

[promote the Products in the Territory or solicit and/or make sales of the Products in the Territory, in any such case during the period of this Agreement.]

### OR

[make sales of the Products in the Territory but only in response to unsolicited orders from customers in the Territory who have been introduced to the Principal by the Agent.]

- 2.4 The above appointment shall be for the promotion of Products in the Territory during the term of the Agreement and shall be subject to the terms and conditions of the Agreement.
- 2.5 The Agent shall at all times conduct himself in good faith in all relations and dealings with and on behalf of the Principal.
- 2.6 The Principal may from time to time require the Agent not to, and if so required shall not, solicit orders for the Products from particular customers in the Territory if the Principal has reasonable grounds for believing that such customers are not creditworthy.
- [2.7 The Agent shall neither solicit nor solicit any orders for the Products outside the Territory.]
- [2.8 The Agent shall not solicit any orders for the Products from any person in the Territory if the Agent has reasonable grounds for believing that the Products will not be sold in the Territory.]

### 3. The Agent's Duties

- 3.1 The Agent shall use all reasonable [or [best]] endeavours to promote and market the Products from customers in the Territory, but the Agent shall not be entitled to sell the Products on behalf of the Principal in any way.
- 3.2 [The Agent shall fulfil the duties specified in Schedule 3.]
- 3.3 The Agent shall conduct the marketing of the Products in the Territory with all due diligence and shall cultivate and maintain good relations with customers in the Territory in accordance with such directions as the Principal may from time to time give, the Agent shall be entitled to perform its duties in such manner as it may think fit.
- 3.4 Subject as provided in the Agreement, the Agent shall be entitled to perform its duties in such manner as it may think fit.
- 3.5 The Agent shall at all times ensure that its representatives:
- 3.5.1 make themselves available at all reasonable times and upon request for the purposes of consultation and advice relating to the Products;
  - 3.5.2 attend meetings with customers of the Principal and such other persons in the Territory as may be necessary for the performance of its duties under this Agreement;
  - 3.5.3 make such use of the Territory as may be commercially suitable for the promotion of the Products.
- 3.6 The Agent shall provide a full and complete answer to all enquiries concerning the Products which it receives from customers or prospective customers both within and outside the Territory.
- 3.7 The Agent shall in relation to the Products:
- 3.7.1 describe its duties as an [Exclusive Marketing Agent]"["Exclusive Marketing Agent"]

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|-------|--|---|
| 3.7.2 | not describe the Products in any way other than as required by sub-Clause 3.7.1;   |   |
| 3.7.3 | not hold its name out as being authorised to do so in any way; and   |   |
| 3.7.4 | not do any act which might imply create the impression that it is authorised to do so;   |   |
| 3.8   | The Agent shall at all times act in force in its and/or its Territory of this Agreement and shall do all that is necessary or advisable to promote the Products in the Territory and under this Agreement;   | the Agent's [or the Agent's] expense obtain and maintain (and shall at the request of the Principal supply it with) all such permits, and approvals which are necessary for the marketing, and sale of the Products in the Territory and under the Agent's duties and activities in connection with the Products; |
| 3.9   | The Agent shall not do anything in the Territory relating to the method of manufacture of the Products forthwith notify the Principal if the Products are or may be affected by changes in the laws and regulations in the Territory relating to the Products or relating to the nature, quality, or the selling of the Products and shall ensure that the Principal or any of the Agents are aware of those laws or regulations.  |   |
| 3.10  | The Agent shall make available to the Principal supply it with a list of all the persons and prospective customers for the Products in the Territory and shall at the request of the Principal supply that list.   |   |
| 3.11  | The Agent shall from time to time keep the Principal fully informed of the results of its activities in respect of the Products and shall, within 30 days of the end of each quarter, provide the Principal with a detailed report of such activities (including a statement of its advertising expenditure and of the results of such expenditure which the Principal may require).   |   |
| 3.12  | The Agent shall use all reasonable endeavours to keep the Principal informed of all the opportunities for the sale of the Products in the Territory and the Principal's competitive position in the Territory.   |   |
| 3.13  | The Agent shall protect the Principal's name and reputation from any attack of: <ul style="list-style-type: none"> <li>3.13.1 any complaint or criticism received by the Agent from outside the Territory; and</li> <li>3.13.2 any matters relating to the manufacture, promotion, or development of the Products within the Territory [or outside] the Territory.</li> </ul>  |   |
| 3.14  | The Agent shall not do anything which might prejudice the sale of the Products in the Territory: <ul style="list-style-type: none"> <li>3.14.1 pledge the credit of the Principal in any way;</li> <li>3.14.2 use any advertising or promotional materials in relation to the Products except as approved by the Principal;</li> <li>3.14.3 engage in any activity in the Territory in the opinion of the Principal is likely to prejudice the marketing of the Products generally; or</li> <li>3.14.4 be concerned in the manufacture, sale, promotion, marketing or importation of any goods which compete with [or are similar to] the Products.</li> </ul> |   |

#### 4. Sale of the Products

- 4.1 All sales of the Products shall be made by the Principal at such prices and on such terms and conditions as the Principal in its absolute discretion may from time to time determine; and:
- 4.1.1 the Principal shall provide the Agent with copies of its price lists and other terms and conditions from time to time;
- 4.1.2 the Agent shall provide the Principal with copies of all customers or prospective customers for the Territory those price lists and other terms and conditions;
- 4.1.3 the Agent shall not make any promises, warranties, guarantees or representations in respect of the Products other than those contained in those price lists and other terms and conditions.
- 4.2 Unless otherwise agreed in writing, the Agent shall not be entitled to seek or receive payments or commissions in respect of any sales of the Products by the Principal.

#### 5. Intellectual Property

- 5.1 The Agent shall protect the Intellectual Property of the Principal of:
- 5.1.1 any actual, threatened or potential infringement in the Territory of any Intellectual Property of which the Agent becomes aware; and
- 5.1.2 any claim brought against the Agent in respect of which it becomes aware that the Principal's Intellectual Property rights are infringed by the Agent or any other person.
- 5.2 The Agent shall at the Principal's request and expense may be reasonably required to defend or settle any proceedings in relation to the infringement of the Principal's Intellectual Property.
- 5.3 Nothing in this Agreement shall prevent the Agent from using trade names or trade marks or the Principal's Intellectual Property or of or in connection with the Principal's business or the goodwill associated with the Principal's business, except as expressly provided otherwise. The Agent hereby acknowledges that, in connection with the Agent's performance of its duties, the Agent shall not acquire any rights in respect of the Principal's Intellectual Property rights and goodwill are, and shall remain, vested in the Principal.
- 5.4 The Agent shall not use any trade marks or trade names so similar to the Principal's trade marks or trade names as to be likely to cause confusion or deceive the public.
- 5.5 The Agent shall at the Principal's request and expense take all such steps as the Principal may reasonably require to maintain the validity and enforceability of the Principal's Intellectual Property of the Principal during the term of this Agreement. The Principal shall indemnify the Agent against all costs, claims and damages incurred in connection with such steps.
- 5.6 Without prejudice to the Principal's right to sue or any third party to challenge the validity of any Intellectual Property of the Principal, the Agent shall not do or authorize any third party to do anything which would or might invalidate or be liable to invalidate the Principal's Intellectual Property and shall not omit or

## 6 Rights and Duties of the Principal

- 6.1 The Principal shall
- 6.1.1 for any reason [and it shall not be bound to accept any order for such rejection to the Agent];
- 6.1.2 from time to time [and it shall not be bound to accept any order for such rejection to the Agent];
- 6.2 The Principal shall:
- 6.2.1 at all times with the Agent in good faith in all relations and dealings
- 6.2.2 at its own expense provide the Agent with such samples, catalogues, price lists, advertising, promotional and selling material as the [Principal may require] for the promotion of the Products in the Territory;
- 6.2.3 supply to the Agent such information which may come into its possession or knowledge and the Principal may assist the Agent to seek orders;
- 6.2.4 not have any other agent in the Territory who the Agent has introduced to the Agent's right by virtue of Clause 7 to be paid any commission or fee for the order shall not be affected by any refusal or failure to fulfil that order;
- 6.2.5 promptly and efficiently answer all enquiries after sales enquiry relating to the Products raised by the Agent in the Territory; and
- 6.2.6 notwithstanding anything to the contrary in this Agreement, give such assistance as may be required by the Agent in the range of the Products, its promotion and sale, and to enable the Agent to make the most effective use of the Products as will enable the Agent to carry out its obligations under this Agreement, and to meet all costs and expenses which the Agent may reasonably incur in the course of its duties as the Principal's agent.
- 6.3 Subject to compliance with the obligations under this Agreement, the Principal shall indemnify the Agent against any liability (including without limitation to third parties by reason of the property of the Principal otherwise than as contemplated in this Agreement) which, by its omission would have that effect or do so.



## 7 Financial Provisions

- 7.1 In consideration of the Agreement, the Principal shall, from the date of the Agreement, pay to the Agent (Commission Schedule) (Commission Schedule) the Territory resulting from the Agent's efforts during the period of the Agreement.
- 7.2 The Principal shall:
- 7.2.1 within << >> days after the end of each calendar month and after the end of each calendar month falling due for termination, send to the Agent a statement showing the Invoice Price of each description of Products sold by the Principal during that month and the commission payable to the Agent is entitled pursuant to sub-Clause 7.1; and
- 7.2.2 forthwith upon receipt of an invoice for that commission, send to the Agent a statement of that commission.
- 7.3 The Principal shall maintain accurate accounts of all sales of the Products made by the Agent and shall at the reasonable request of the Agent permit its appointed representatives to inspect all such records and copies thereof at all reasonable times (but not exceeding 10 days).
- 7.4 The Principal shall, within << >> business days after the end of any calendar month or after the 12 month period following the termination of the Agreement, provide to the Agent a report from its appointed representatives to the accuracy of the information submitted by it in relation to the commission payable pursuant to sub-Clause 7.2.
- 7.5 All sums payable to the Agent shall be exclusive of any VAT or other applicable sales tax and shall be the sum in question or otherwise included in any relevant invoice shall be provided by the Agent against any payment made by the Principal.
- 7.6 The Principal shall not be entitled to any deduction other than that which is required to deduct by law.

## 8 Confidentiality

- 8.1 For the purposes of this Agreement, "Restricted Information" means, in relation to either party, information disclosed to that party by the other party pursuant to or in connection with the Agreement (whether orally or in writing) which is expressly stated to be confidential or marked as such.
- 8.2 Each party undertakes to keep confidential all Restricted Information provided by this Clause 8 or as otherwise required, at all times during the period of the Agreement and its termination:
- 8.2.1 [use reasonable steps to keep confidential all Restricted Information;
- 8.2.2 not disclose Restricted Information to any other person;

8.2.3 not use any information for any purpose other than as contemplated in the terms of this Agreement;

8.2.4 not make any use of any way or part with possession of any Restricted Information

8.2.5 ensure that any officers, employees, agents or advisers do not do anything by that party, would be a breach of the provisions of 8.2.1, 8.2.2, 8.2.3 or 8.2.4 above.

### 8.3 Either party may:

8.3.1 disclose any [REDACTED] p:

8.3.1.1 any **A** or of that party or, where that party is the **A**s or prospective customers;

8.3.1.2 any other authority or regulatory body; or

8.3.1.3 any [REDACTED] of that party or of any of the  
afore [REDACTED]

to such extent as may be necessary for the purposes contemplated by this Agreement, and in each case subject to that the Restricted party first obtains the prior written consent of the other party in question that the Restricted Information may be disclosed, except where the disclosure is to any such body or person (including any sub-Clause 8.3.1.2 above or any employee or other person) obtaining and submitting to the other party a written declaration that the person in question, as nearly as practicable, will comply with Clause 8.3.1.2, to keep the Restricted Information confidential and use it only for the purposes for which the disclosure is made.

8.3.2 use any Restricted Information for any purpose, or disclose it to any other person, or to any entity, that it either is at the date of this Agreement or becomes public knowledge, or that it becomes public knowledge through no fault of that party, or that in doing so that party does not disclose Confidential Information which is not public knowledge; and

8.3.3 use or disclosure of information or any part thereof which can be shown by [REDACTED] to have been obtained in confidence from the other party, to such disclosure.

8.4 The provisions of the [REDACTED] shall be in force in accordance with their terms, notwithstanding [REDACTED] Agreement for any reason.

## 9 Force Majeure

9.1 Neither party shall be liable for any delay or non-performance, or for any loss or damage, that the delay or non-performance may cause, under this Agreement, to the extent that the delay or non-performance is caused by any Force Majeure of which it has notified the other party. The time for performance of that obligation shall be extended accordingly.

9.2 If the performance of any of its obligations under this Agreement is prevented by a Force Majeure for a continuous period in excess of << >> [the parties shall enter into bona fide discussions with a view to terminating its effects, or to agreeing upon such alternative arrangements as may be deemed fair and reasonable] AND/OR [the

other party shall be  
business days written

this Agreement by giving << >>  
whose performance is so affected].

## 10 Duration and Termination

10.1 This Agreement shall  
commence on << ins  
months][years] ("Initial

the period of this Agreement shall  
continue for << >> [calendar  
subject to the following provisions.

10.2 Either party shall have the right to terminate this Agreement by giving not less than << >> [weeks][calendar months] prior to the end of the period specified in 10.1 (or any further period for which the other party has agreed pursuant to this provision) to extend this Agreement for a further period of << >> [calendar months][years] ("Extension Period").

the other at any time prior to the  
10.1 (or any further period for which  
ent to this provision) to extend this  
calendar months][years] ("Extension

10.3 Either party may terminate this Agreement by giving to the other not less than << >> [weeks][calendar months] prior to the end of the period specified in 10.1 (or any further period for which the other party has agreed pursuant to this provision) to extend this Agreement for a further period of << >> [calendar months][years] ("Extension Period").

by giving to the other not less than  
notice, to expire on or at any time  
the Initial Period, or, where at the  
Extension Period, the date which is

10.4 Either party may terminate this Agreement by giving written notice to the other party if:

Agreement by giving written notice to

10.4.1 any sum owed by that other party under any of the provisions of this Agreement is not paid within 14 business days of the due date for payment;

that other party under any of the  
paid within 14 business days of the

10.4.2 that other party has breached any of the provisions of this Agreement and is not capable of remedy, fails to remedy the breach within <<2>> [business days] of being given written notice giving it to be remedied; or

breach of any of the provisions of  
capable of remedy, fails to remedy  
t being given written notice giving  
iring it to be remedied; or

10.4.3 an encumbrance has been placed on any of the property or assets of that other party, or [(where that other party is a company)] a charge has been placed on any of the property or assets of that other party;

, or [(where that other party is a  
of any of the property or assets of

10.4.4 that other party has entered into any arrangement with [his or] its creditors or suppliers which comes subject to an administration or receivership (within the meaning of the Insolvency Act 1986); or

any arrangement with [his or] its  
comes subject to an administration  
vency Act 1986); or

10.4.5 that other party has been made a bankrupt (except for the purposes of the law of any jurisdiction) or a company has gone into liquidation or re-construction and in either case the person or company concerned is effectively agreeing to be bound by the provisions imposed on that other party pursuant to any of the foregoing under this Agreement; or

l or firm) has a bankruptcy order  
a company)) goes into liquidation  
ation or re-construction and in  
ulting therefrom effectively agrees  
ations imposed on that other party  
ogous to any of the foregoing under  
ation to that other party; or

10.4.6 that other party has ceased, to carry on business; or

to cease, to carry on business; or

10.4.7 Control (as defined in Section 974 of the Corporation Tax Act 2010) of that other party has been transferred to a person or Connected Persons (as defined in Section 974 of the Corporation Tax Act 2010) not having the right to exercise Control of the Agreement.

f the Corporation Tax Act 2010) of  
person or Connected Persons (as  
oration Tax Act 2010) not having  
e of this Agreement.

For the purposes of this Agreement, each shall be considered capable of remedy if the party in question is not capable of remedy with the provision in question in all

each shall be considered capable  
with the provision in question in all

- respects other than performance (provided that the time of performance is not...)
- 10.5 If Control (as defined in Clause 10.1) is acquired by any person or group not having Control of the Agent at the date of this Agreement, the Principal identifying the person or group shall forthwith give written notice to the Agent and the Connected Persons.
- 10.6 The rights to terminate the Agent given by this Clause 10 shall not prejudice any other rights of either party in respect of the breach concerned (if any) of the Agent.
- 11 Consequences of Termination**
- Upon the termination of this Agreement, the Agent shall:
- 11.1 the Agent shall within 14 days of termination send to the Principal or otherwise dispose of in accordance with the instructions of the Principal all samples of the Products and all advertising or sales material relating to the Products then in the possession of the Agent;
- 11.2 the Agent shall cease to advertise or solicit customers for the Products;
- 11.3 the Agent shall have no claim against the Principal for compensation for loss of agency rights, commission or any similar loss (except unpaid commission);
- 11.4 the provisions of Clause 10 shall remain in force in accordance with their terms; and
- 11.5 subject as otherwise provided, neither party shall have any further obligation to the other party.
- 12 [Data Protection]**
- 12.1 All personal information collected by the Principal ("First Party") may use will be collected, processed, stored and disclosed in accordance with the provisions of the Data Protection Legislation, the consent of the Other Party being, where necessary, obtained from the Other Party. The Principal ("Other Party") and the rights under the Data Protection Legislation of any third party.
- 12.2 For complete details of the collection, processing, storage, and retention of personal data, the Other Party is limited to, the purpose(s) for which personal data is used, the Other Party's policies for using it, details of the Other Party's and any third party's consent to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Policy and Privacy Notices of each Party are attached at Schedule 1.
- 12.3 All personal data to be processed by the Other Party with the Other Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the Parties on <<insert date>> pursuant to this Agreement.]
- 13 [Data Processing]**
- All personal data to be processed by the Other Party on behalf of the Principal or by the

Principal on behalf of the  
accordance with the terms  
Parties on <<insert date>>

Agreement shall be processed in  
ing Agreement entered into by the  
ent].]

## 14 Nature of Agreement

14.1 Each party shall be  
and to exercise any  
other member of its  
member shall, for a  
or omission of the p

of the obligations undertaken by it  
nder this Agreement through any  
any act or omission of that other  
reement, be deemed to be the act

14.2 Subject to Sub-Cla  
neither party may  
charge) any of its r  
of its obligations he

ent is personal to the parties and  
harge (otherwise than by floating  
contract or otherwise delegate any  
written consent of the other party.

14.3 The relationship of  
principal.

reement shall be that of agent and

14.4 Nothing in this Ag  
relationship of part

rued to place the parties in the  
oyee, or joint venturers.

14.5 Neither party shall  
manner whatsoever

o obligate or bind the other in any

14.6 This Agreement c  
superseded and ex  
warranties, repres  
written or oral, relat

ement between the parties and  
reements, promises, assurances,  
andings between them, whether

14.7 Each party agrees  
respect of any sta  
made innocently or

n and shall have no remedies in  
assurance, or warranty (whether  
et out in this Agreement.

14.8 This Agreement ma  
by the duly authoris

by an instrument in writing signed  
e parties.

14.9 No failure or delay  
Agreement shall be  
either party of a bre  
be a waiver of any s

cising any of its rights under this  
er of that right, and no waiver by  
his Agreement shall be deemed to  
e same or any other provision.

14.10 No person other t  
permitted assignees

reement [, their successors and  
enforce any of its terms.

14.11 If one or more pro  
competent authorit  
whole or in part, t  
remainder of this A  
valid and enforceab

ent is held by any court or other  
d or otherwise unenforceable in  
all be deemed severed from the  
ainder of this Agreement shall be

## 15 Notices and Service

15.1 Any notice or other  
and be deemed c  
information, or on it

this Agreement shall be in writing  
y the party giving the notice or  
ised officer of it.

15.2 Notices or informati

ave been given:

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15.2.1 when delivered by  
mail signed by the  
hours of the

ier or other messenger (including  
ered mail) during normal business

15.2.2 if transmitted  
or

business day following transmission;

15.2.3 on the [second]  
ordinary first

ving mailing, if mailed by prepaid

15.3 In each case, notice  
address or email no

be addressed to the most recent

## 16 Jurisdiction

This Agreement shall be governed by  
the laws of England and Wales and the  
jurisdiction of the English and Welsh

in all respects in accordance with  
hereby submits to the exclusive

**IN WITNESS WHEREOF** this Agreement has been  
written.

executed the day and year first before

SIGNED by .....  
[<<Name of Principal>>]

**OR**

[<<Name of person signing for Principal>>]

<<Title of person, e.g. Director, signatory>>

for and on behalf of <<Principal's name>>

[In the presence of  
<<Name & Address of Witness>>]

SIGNED by .....  
[<<Name of person signing for Agent>>]

**OR**

[<<Name of person signing for Agent>>]

<<Title of person, e.g. Director, signatory>>

for and on behalf of <<Agent's name>>

[In the presence of  
<<Name & Address of Witness>>]

# S A M P L E

Net Invoice Price of products sold in the Territory:	equal to the following
Principal in the Territory:	Products:
<< eg £100,000 >>	>>
<< >>	
<< >>	
<< >>	
<< >>	
<< >>	
<< >>	

S

M le

(1)

Year

Agg

1

A

2

3

M

4

Ea ce

<<Attach a copy of each Party's P ed in sub-Clause 13.2>>

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