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MERCH **AGREEMENT**

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> a [a company] of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> ("the Company")
- (2) <<Name of Agent>> [a company] of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>>] OR <<Name of Agent>> ("the Agent")

WHEREAS:

- (1) The Company owns the Patents, trademarks, trade names, copyrights, [and] other intellectual property rights relating to it, and wishes to grant licences to [other companies] to secure revenues from [the manufacture, advertise, promote and sell articles and services relating to the same and otherwise to be known as 'Merchandising Property'] (hereinafter called 'Merchandising').
- (2) The Company wishes to appoint the Agent solely to solicit and administer certain types of such types of licences for the Merchandising Property defined below and the Agent wishes to accept the appointment.

IT IS AGREED as follows:

1. Appointment of the Agent

- 1.1 The Company hereby appoints the Agent as its exclusive agent [in the Territory] for Merchandising Property defined below; and
 - 1.1.1 grants to the Agent the sole expertise and standing to use the Property defined below; and
 - 1.1.2 grants to the Agent the sole expertise and standing to use the Property defined below; and

- 1.2 In this Agreement:
 - 1.2.1 "Force Majeure" means any event or circumstance suffered by a party that is beyond its reasonable control;
 - 1.2.2 "Licence Agreement" means any agreement or arrangement, whether in the form of a licence, franchise, or otherwise, under which the Company grants to the Agent any Merchandising rights covered by the Agreement; and
 - 1.2.2.1 any agreement or arrangement, whether in the form of a licence, franchise, or otherwise, under which the Company grants to the Agent any Merchandising rights covered by the Agreement;
 - 1.2.2.2 any agreement or arrangement between the Company and the Agent relating to any Merchandising Property.

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right agreement;

1.2.3 "Merchandise" means all articles, services and other forms of merchandise, articles, services and other forms of merchandise, including (without limitation) food, services and promotions; and

1.2.4 "Property" means the Property; and

1.2.5 "Territory" means the Territory.

2. Operating procedures

2.1 The Agent will refer all proposals received during the Term relating to any right or interest in the Property may be the subject of a licence hereunder, and will be fully advised with respect to the Agent's activities and

2.2 The Principal represents and agrees with, the Agent that the Principal has not heretofore, and will not appoint any other person, firm or corporation [anywhere in the world] to perform any of the Agent's duties

2.3 The Agent may not, without the prior written consent of the Principal, grant any rights or other licence or rights to any third party with respect to the Property or enter into any agreement, commitment or arrangement with respect to the Property.

2.4 No licence or other agreement shall be valid or binding unless and until a written legally binding agreement containing all terms and conditions of the licence or transaction has been approved in writing by the Company which approval shall not be unrevocable.

2.5 The Agent will use all samples of all articles, packaging, products and other materials for advertising or promotion which arise under all Licence Agreements only with the prior approval of the Company before any of the same are released.

3. Services of the Agent

3.1 The Agent will use its best efforts to seek and take all necessary steps to obtain Licences in accordance with good business practice to

3.1.1 secure in the Territory the exploitation of the rights hereby granted and standing of the Property from which the rights are derived;

3.2 The Agent will, after the request, provide or arrange for the servicing of licensees under those Licence Agreements in which the Agent is receiving payments in accordance with the same extent as servicing was theretofore regularly provided to be rendered by the Agent for the particular Licence Agreement.

3.3 The Agent will bear all costs and expenses in connection with

¹ This template assumes that the Territory will be a country or territory. If, however, it might instead be any part(s) of the UK in which case this definition should be amended to refer to any part(s) of the UK, you should seek specific advice from a legal professional on the best means of doing so.

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the performance of

Agreement.

3.4 The Agent will arrange for the Licensee Company to ensure that the performance of the Licensee Company is in accordance with the terms of the License Agreement.

Quarterly basis all sums payable by the Licensee Company under the terms of every Licence Agreement.

3.5 Upon the request of the Licensee Company, the Agent shall audit or arrange for the audit of the Licensee Company (by the Licensee Company or on behalf of the Licensee Company) to ensure that the Licensee Company is in accordance with the terms of the License Agreement. The cost of such audit shall be borne by the Licensee Company.

the Agent will audit or arrange for the audit of the Licensee Company (by the Licensee Company or on behalf of the Licensee Company) to ensure that the Licensee Company is in accordance with the terms of the License Agreement. The cost of such audit shall be borne by the Licensee Company.

3.6 Subject to the approval of the Licensee Company, the Agent shall, with the assistance and co-operation of the Licensee Company, prepare and submit to the Licensee Company for its approval, artwork and photographs of the Licensee Company's products to be licensed and shall be responsible for the cost of such artwork and photographs.

the Agent with the assistance and co-operation of the Licensee Company, prepare and submit to the Licensee Company for its approval, artwork and photographs of the Licensee Company's products to be licensed and shall be responsible for the cost of such artwork and photographs.

3.7 The Agent will obtain and submit to the Licensee Company preliminary designs and artwork in connection with the Licensee Company's products to be licensed. The Licensee Company shall be responsible for the cost of such preliminary designs and artwork. The Agent is satisfied that the Licensee Company's products are of a presentable quality the Agent will submit the Licensee Company's products to the Licensee Company for its approval.

the Licensee Company initial concepts and artwork to be used on and in connection with the manufacture and distribution by the Licensee Company of the Licensee Company's products to be licensed. The Agent is satisfied that the Licensee Company's products are of a presentable quality the Agent will submit the Licensee Company's products to the Licensee Company for its approval.

3.8 The Agent will keep the Licensee Company advised of its performance by the Licensee Company under the supervision of which the Licensee Company's products are being created.

at all times of any breach or non-compliance with any Licence Agreement the Licensee Company shall be liable to the Agent pursuant to the agency agreement.

3.9 The Agent will notify the Licensee Company of any individual or corporation who infringes any of the rights hereunder. The Licensee Company shall be responsible for the cost of such information and the Licensee Company may, at its discretion, commence proceedings in the Territory of the Licensee Company and the Licensee Company shall indemnify the Agent in complying with the Licensee Company's obligations.

infringement by any person (whether individual or corporation) in the Territory of the Licensee Company on the Agent acquiring knowledge of such infringement. The Licensee Company shall be responsible for the cost of such information and the Licensee Company may, at its discretion, commence proceedings in the Territory of the Licensee Company and the Licensee Company shall indemnify the Agent in complying with the Licensee Company's obligations.

3.10 The Agent will during the term of this Agreement and thereafter keep confidential all information which it becomes aware of in connection with the Licensee Company's activities relating to the right of the Licensee Company to be licensed. The Agent will not divulge to any other person any such confidential information save to the Licensee Company for the purpose of performing its obligations under the terms of this Agreement or in compliance with any valid law or the requirements of a competent authority.

the Licensee Company and for a period of 2 years after the termination or expiry of this Agreement and thereafter keep confidential all information which it becomes aware of in connection with the Licensee Company's activities relating to the right of the Licensee Company to be licensed. The Agent will not divulge to any other person any such confidential information save to the Licensee Company for the purpose of performing its obligations under the terms of this Agreement or in compliance with any valid law or the requirements of a competent authority.

3.11 The Agent will hold the Licensee Company's products to be licensed in accordance with the Licensee Company's instructions and will take reasonable steps to ensure that the quality of production of the Licensee Company's products to be licensed is in accordance with the Licensee Company's instructions.

the Licensee Company's products to be licensed in accordance with the Licensee Company's instructions and will take reasonable steps to ensure that the quality of production of the Licensee Company's products to be licensed is in accordance with the Licensee Company's instructions.

4. Payment of the Agent

4.1 As consideration for the Agent's services in obtaining Licence Agreements and for the expense incurred by the Agent in seeking and servicing such Agreements, the Agent shall be entitled to a commission of 36% of the net amount received by the Licensee Company in connection therewith, the Agent shall be entitled to a commission of 36% of the net amount received by the Licensee Company in connection therewith.

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exclusive of Value Added Tax (including any applicable sales tax) of all gross sums paid to the Company under all Licence Agreements solicited by the Company and Licence Agreements. The term "gross sums" means all advances, guarantees, and other payments (or return) payable under any particular Licence Agreement.

(including any applicable sales tax) of all gross sums paid to the Company under all Licence Agreements solicited by the Company and Licence Agreements. The term "gross sums" means all advances, guarantees, and other payments (or return) payable under any particular Licence Agreement.

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4.2 If any particular Licence Agreement requires that the Licensee pay all sums accruing thereunder, the Agent will deduct the appropriate payments to which the Licensee is entitled under clause 4.1 above from all payments it receives from the Licensee. If any particular Licence Agreement requires that the Licensee pay all sums accruing thereunder to the Company, the Agent will after such receipt in each instance, remit to the Company the sums to which the Agent is entitled under clause 4.1 above.

4.2 If any particular Licence Agreement requires that the Licensee pay all sums accruing thereunder, the Agent will deduct the appropriate payments to which the Licensee is entitled under clause 4.1 above from all payments it receives from the Licensee. If any particular Licence Agreement requires that the Licensee pay all sums accruing thereunder to the Company, the Agent will after such receipt in each instance, remit to the Company the sums to which the Agent is entitled under clause 4.1 above.

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4.3 On or before the first day of each calendar quarter the Agent will furnish to the Company a statement in reasonable detail of all amounts received by the Agent under all Licence Agreements after deduction of the payments to which the Agent is entitled under clause 4.2 above. The Agent will also at such times give the Company a full report of the activities and efforts and the status thereof for such period. This report shall be provided whether or not payment is received.

4.3 On or before the first day of each calendar quarter the Agent will furnish to the Company a statement in reasonable detail of all amounts received by the Agent under all Licence Agreements after deduction of the payments to which the Agent is entitled under clause 4.2 above. The Agent will also at such times give the Company a full report of the activities and efforts and the status thereof for such period. This report shall be provided whether or not payment is received.

4.4 The Agent will keep accurate business office records covering all matters arising under this Agreement and the Company or its duly authorised representative shall have the right at any time and from time to time and on reasonable prior notice to examine the same and to take extracts therefrom as the same relates to the subject matter of this Agreement.

4.4 The Agent will keep accurate business office records covering all matters arising under this Agreement and the Company or its duly authorised representative shall have the right at any time and from time to time and on reasonable prior notice to examine the same and to take extracts therefrom as the same relates to the subject matter of this Agreement.

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4.5 All payments from the Licensee shall be made in pounds sterling payable in funds of a bank established in the UK and shall not be subject to any withholding taxes or other deductions whatsoever.

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5. The Term

5.1 The Term of this Agreement shall be on <<date>> and, subject to the following provisions, shall terminate on <<date>> ('the Expiration Date').

5.1 The Term of this Agreement shall be on <<date>> and, subject to the following provisions, shall terminate on <<date>> ('the Expiration Date').

5.2 If the Agent is in breach of any of the provisions of this Agreement and the Agent does not fully remedy such breach within 30 days after notice thereof from the Company, the Company shall have the right to forthwith terminate this Agreement without prejudice to any rights or remedies which the Company may have in the circumstances.

5.2 If the Agent is in breach of any of the provisions of this Agreement and the Agent does not fully remedy such breach within 30 days after notice thereof from the Company, the Company shall have the right to forthwith terminate this Agreement without prejudice to any rights or remedies which the Company may have in the circumstances.

5.3 This Agreement shall automatically terminate upon the occurrence of any of the following events, without prejudice to any rights or remedies which the Company may have in the circumstances:

5.3 This Agreement shall automatically terminate upon the occurrence of any of the following events, without prejudice to any rights or remedies which the Company may have in the circumstances:

5.3.1 the winding up or liquidation of the Licensee;

5.3.1 the winding up or liquidation of the Licensee;

5.3.2 the cessation of the business of the Licensee;

5.3.2 the cessation of the business of the Licensee;

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5.3.3 the appointm

assets or operation of the Agent;

5.3.4 the bankrupt

5.3.5 the filing of
Agent.

cy, voluntary or involuntary of the

5.4 Notwithstanding an
particular Licence A
a Licensee Compa
with its terms, save
occurs under clau
performance of all
particular Licence A
payments from that

f this Agreement, the term of any
entered into by the Company and
l continue in effect in accordance
. If termination of this Agreement
, but subject to the continuing
s hereunder with respect to such
all remain entitled to the applicable
ment.

6. Representations, warrant

the Agent

6.1 The Agent represen

ompany that:

6.1.1 the Agent is

ed to perform this Agreement;

6.1.2 there are no
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tened or pending pertaining in any
his Agreement; and

6.1.3 the Agent v
reputable m
goodwill and

hereunder in a professional and
anything which might endanger the
ty and the Company.

6.2 The Agent will def
officers, directors &
claims, proceeding
reasonable profess
breach of any of th
by the Agent, but t
terms of fully exe
Licensee Companie

the Company and its respective
s from and against any and all
, costs and expenses, including
penses, by reason of the Agent's
nties or agreements herein made
extend to claims arising under the
ents between the Company and
esentations on the Agent's part.

7. [Data Protection

7.1 For the purposes of
all legislation and
governing the colle
but not limited to, t
and EU Regulation
any other directly
protection (for so lo

tection Legislation means any and
ments from time to time in force
essing of personal data including,
2018 or any successor legislation,
Protection Regulation (GDPR) and
on relating to privacy and data
ffect in the UK).

7.2 All personal informa
will be collected, pr
Data Protection Leg
as the case may be
rights under the D
other third party.

the Company ("First Party") may use
ordance with the provisions of the
hereunder of the other Party being,
Company ("Other Party") and the
on of any Licensee Company or

7.3 For complete detai
retention of person
which personal data
Other Party's and a
to exercise them,
Party should refer

ollection, processing, storage, and
not limited to, the purpose(s) for
or bases for using it, details of the
r other third party's rights and how
ng (where applicable), the Other
f the First Party. The respective

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Privacy Notices of Schedule.

pany are set out in the attached

7.4 All personal data to this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]

Party with the Other Party under licence with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]

8. [Data Processing

All personal data to be processed by the Company on behalf of the Other Party shall be processed in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]

behalf of the Company or by the Other Party shall be processed in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]

9. Ownership status

9.1 The Agent confirms that it does not have and shall not have any rights, interests, claims, characters, designs, trademarks, trade mark rights, or other intellectual property rights in or to the Property, and that it shall remain the sole owner of all the foregoing throughout the [Term of this Agreement].

the Agent does not have and shall not have any rights, interests, claims, characters, designs, trademarks, trade mark rights, or other intellectual property rights in or to the Property or to any part thereof or to any copyrights, trade marks, or other rights pertaining to the Property, and that it shall remain the sole owner of all the foregoing throughout the [Term of this Agreement].

9.2 The Agent will not in any way contest or question such ownership.

in any way contest or question such ownership.

9.3 The Agent will forgo any claim for interference with or infringement of any rights which may come to the Agent's attention.

any of any threatened or actual infringement of the owner's rights in the Property which come to the Agent's attention.

9.4 The Company shall not commence, maintain, prosecute, defend or settle or otherwise compromise any claims or suits pertaining to any such infringement or interference and shall not be entitled to share in any proceeds or damages.

commence, maintain, prosecute, defend or settle or otherwise compromise any claims or suits pertaining to any such infringement or interference and shall not be entitled to share in any proceeds or damages.

9.5 At the request of the Other Party, the Agent shall take such steps in the name of the Company with respect to the Territory and shall be reimbursed by the Company all expenses thus incurred.

will take such steps in the name of the Other Party appropriate to protect the rights of the Other Party in the Territory and shall be reimbursed by the Other Party all expenses thus incurred.

10. The Agent's authority

10.1 The Agent will not act outside the scope of its authority hereunder or hold itself out to be acting on behalf of the Company.

the scope of its authority hereunder and shall not hold itself out to be acting on behalf of the Company having any authority to bind the Company.

10.2 The Agent will not do anything to or agree anything with any third party, which would be inconsistent with the terms and intention of sub-Clause 2.3 or sub-Clause 2.4.

to or agree anything with any third party, which would be inconsistent with the terms and intention of sub-Clause 2.3 or sub-Clause 2.4.

11. Relationship of the parties

Nothing contained herein shall constitute the parties in the relationship of partners, joint venturers, or co-venturers, and neither Party shall have any right or power to obligate or bind the other in any manner whatsoever.

shall constitute the parties in the relationship of partners, joint venturers, or co-venturers, and neither Party shall have any right or power to obligate or bind the other in any manner whatsoever.

12. Force Majeure

Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of the non-performance, of

this Agreement, or shall otherwise be liable to other, by reason of the non-performance, of

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any of its obligations under this Agreement and its performance is due to Force Majeure, to the extent that the delay or non-performance is notified the other party.

to the extent that the delay or non-performance is notified the other party.

13. Non-Disclosure

Other than as may be required by law, or by order of any court of law, the Agent will not divulge or announce, nor in any manner disclose, to any third party or publicly, any of the terms or conditions of any Merit Licence Agreement and further will ensure that any such information becomes known to any other party other than the parties involved with the transaction.

Other than as may be required by law, government order or regulation or by order of any court of law, the Agent will not divulge or announce, nor in any manner disclose, to any third party or publicly, any of the terms or conditions of any Merit Licence Agreements or this Agreement and further will ensure that any such information becomes known to any other party other than the parties involved with the transaction.

14. Notices

14.1 Any notice or other communication in writing and be deemed to have been given to the party giving the notice or its authorized officer of it.

14.1 Any notice or other communication in writing and be deemed to have been given to the party giving the notice or its authorized officer of it.

14.2 Notices or information shall be given by the following methods:

14.2 Notices or information shall be given by the following methods:

14.2.1 when delivered in person by hand or by mail signed by the party giving the notice during normal business hours of the recipient;

14.2.1 when delivered in person by hand or by mail signed by the party giving the notice during normal business hours of the recipient;

14.2.2 if transmitted by electronic means, on the business day following transmission;

14.2.2 if transmitted by electronic means, on the business day following transmission;

14.2.3 on the [second business day] following mailing, if mailed by prepaid ordinary first class mail.

14.2.3 on the [second business day] following mailing, if mailed by prepaid ordinary first class mail.

14.3 In each case, notices shall be addressed to the most recent address or email notified to the Agent.

14.3 In each case, notices shall be addressed to the most recent address or email notified to the Agent.

15. Miscellaneous

15.1 This Agreement may be executed by the parties or their authorized representatives.

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15.2 No failure or delay in performance of this Agreement shall be deemed to be a waiver of any such right or shall constitute a waiver of any such right.

15.2 No failure or delay in performance of this Agreement shall be deemed to be a waiver of any such right or shall constitute a waiver of any such right.

15.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof.

15.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof.

15.4 This Agreement is not assignable, subcontracted or delegated.

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15.5 Clause headings have been included solely for the convenience of the parties and shall not be construed as limiting the operation or interpretation of this Agreement.

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16. Law and Jurisdiction

16.1 This Agreement shall be governed by the law of England and, subject to the provisions of this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England.

16.1 This Agreement shall be governed by the law of England and, subject to the provisions of this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England.

16.2 Any disputes pertaining to the operation, interpretation or performance hereof shall be referred to arbitration in England.

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IN WITNESS WHEREOF this Agreement
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Company's

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

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Agent's name

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

Each Party's Privacy Notice

<<Attach a copy of each party's Privacy Notice as required in sub-Clause 8.2>>

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