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MULTIMEDIA PRODUC

IBUTION AGREEMENT

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THIS AGREEMENT is made the

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BETWEEN:

- (1) <<Name of Company>> a number <<Company Re <<Registered office>> (“the
- (2) <<Name of Distributor>> a number <<Company Re <<Registered office>> (“the

<<Country of Registration>> under whose registered office is at <<Country of Registration>> under whose registered office is at

WHEREAS:

- (A) The Company is the man computer products used in
- (B) The Company has agreed the Territory for certain of this Agreement.

of various hardware and software as its non-exclusive Distributor in terms and conditions contained in

IT IS AGREED as follows:

1. Definitions

In this Agreement unless shall have the following me

otherwise the following expressions

“Courseware Products”

which are by their nature related to nt and material and including

“Hardware Products”

which are computer hardware;

“Initial order”

order for the Products as set out in

“Intellectual Property Rights”

service marks, registered designs, s, database, sui generis rights, how, confidential information, , trade secrets, trade names, ny other intellectual property rights any applications for any of the

“Invoice Price”

base of any of the Products, the he Company to the Distributor other taxes, duties or levies and rance charges included in such

“Products”

ucts, Software Products and and product training described in other products as the parties may e to time;

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“Product Documentation”

manuals and other literature products for use by end-users;

“Retained Territories”

in Part 2 of Schedule 5 which in respect of which the Company appoint exclusive distributors or the Company has reserved to itself;

“Software Products”

which are computer software;

“¹Territory”

in Part I of Schedule 5; and

“Year”

months commencing on either the any anniversary of that date.

2. Appointment

2.1 The Company appoints the Distributor as a non-exclusive distributor for the Territory during the term of this Agreement.

The Distributor agrees to act as the exclusive distributor for the resale of the Products in the Territory.

2.2 The Distributor shall operate in accordance with all instructions issued by the Company from time to time.

The Distributor shall operate in accordance with the instructions under this Agreement in which the Company may give the Distributor from time to time.

2.3 The Distributor shall not be entitled to appoint any sub-distributors.

[The Distributor shall not appoint any sub-distributors] OR [only in accordance with sub-Clause 21.2].

2.4 The Distributor shall have priority of supply of the Products over the Company's other customers. The Distributor will be entitled to an allocation of product orders to the Company in preference to all other customers of the Company.

The Distributor shall have priority of supply of the Products over the Company's other customers. The Distributor will be entitled to an allocation of product orders to the Company in preference to all other customers of the Company.

2.5 The Distributor represents and warrants that it has the ability, resources and experience to carry out its obligations under this Agreement.

The Distributor represents and warrants that it has the ability, resources and experience to carry out its obligations assumed by it under this Agreement.

3. Duration

This Agreement shall commence on the date of execution of this Agreement and shall continue for an initial period of <<e.g.3>> years and shall continue thereafter for successive periods of <<e.g.3>> years until terminated by either party giving to the other not less than <<e.g.3>> months in writing expiring on the last day of the said month or at any time thereafter provided in this Agreement.

This Agreement shall commence on the date of execution of this Agreement and shall continue for an initial period of <<e.g.3>> years and shall continue thereafter for successive periods of <<e.g.3>> years until terminated by either party giving to the other not less than <<e.g.3>> months in writing expiring on the last day of the said month or at any time thereafter provided in this Agreement.

4. Sale and Purchase of the Products

4.1 The provisions of Schedule 2 shall apply to all orders.

shall apply to all orders.

4.2 If there shall be any conflict between the provisions of Schedule 2 and any other provisions of this Agreement, the latter shall prevail.

If there shall be any conflict between the provisions of Schedule 2 and any other provisions of this Agreement, the latter shall prevail.

4.3 On the execution of this Agreement the Distributor shall [deliver a banker's draft to] OR [make a payment to] the Company of the sum of <<insert>> pounds sterling.

On the execution of this Agreement the Distributor shall [deliver a banker's funds to the bank of] OR <<insert>> pounds sterling.

¹ This template assumes that the Territory will be a territory in which the Company and operate in the UK.

¹ This template assumes that the Territory will be a territory, and that both parties are based in the same territory.

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other means of payment. In the Initial Order, the value of the Products payable [by the Distributor] shall be the value of the Initial Order.

in payment of 50% of the Initial Order, the balance of 50% to be paid by the Distributor. In the Initial Order, the value of the Products the subject of the Initial Order shall be the value of the Initial Order.

5. Training

5.1 The Company shall provide the Distributor with the necessary training for the Products for the Territory specified in Schedule 3.

5.1 The Company shall provide the Distributor with the necessary training for the Products for the Territory specified in Schedule 3.

5.2 Any additional training required by the Distributor shall be provided by the Company and the Company shall bear the charges for such training. The charges for such training shall be as per Schedule 3, to be amended by agreement between the parties. The Company shall provide such training at the same rate at which the Company provides such training to its other Distributors.

5.2 Any additional training required by the Distributor shall be provided by the Company and the Company shall bear the charges for such training. The charges for such training shall be as per Schedule 3, to be amended by agreement between the parties. The Company shall provide such training at the same rate at which the Company provides such training to its other Distributors.

5.3 The Distributor shall ensure that its sales staff provides complete training to its customers and shall ensure that its sales staff follows the recommendations of the Company's technical support staff.

5.3 The Distributor shall ensure that its sales staff provides complete training to its customers and shall ensure that its sales staff follows the recommendations of the Company's technical support staff.

6. Distributor's Obligations

The Distributor shall:

6.1 use its best endeavours to extend the sale of the Products throughout the Territory;

6.1 use its best endeavours to extend the sale of the Products throughout the Territory;

6.2 promptly inform the Company of any opportunities which become aware which are either advantageous or disadvantageous to the Company;

6.2 promptly inform the Company of any opportunities which become aware which are either advantageous or disadvantageous to the Company;

6.3 at all times conduct its business in a manner which will reflect favourably on the reputation of the Company;

6.3 at all times conduct its business in a manner which will reflect favourably on the reputation of the Company;

6.4 not by itself or with its agents employ any illegal, deceptive, misleading or unethical practices in relation to the Products, the Company or its Distributors;

6.4 not by itself or with its agents employ any illegal, deceptive, misleading or unethical practices in relation to the Products, the Company or its Distributors;

6.5 [not for a period of more than 12 months from the date of this Agreement (whether directly or indirectly) be engaged in the production, marketing, distribution or sale of any products which compete with any of the Products or which perform the same function as any of the Products];

6.5 [not for a period of more than 12 months from the date of this Agreement (whether directly or indirectly) be engaged in the production, marketing, distribution or sale of any products which compete with any of the Products or which perform the same function as any of the Products];

6.6 if any dispute shall arise between the Distributor and the Company in respect of the Products or the Company and its Distributors in relation thereto;

6.6 if any dispute shall arise between the Distributor and any of its customers in relation to the Products or (or maintenance) promptly inform the Company in the following directions of the Company in relation thereto;

6.7 at all times employ sufficient staff having sufficient experience to properly sell and instruct customers and be capable of addressing customer queries and needs regarding the Products;

6.7 at all times employ sufficient staff having sufficient experience to properly sell and instruct customers and be capable of addressing customer queries and needs regarding the Products;

6.8 at all times maintain adequate stock of the Products;

6.8 at all times maintain adequate stock of the Products;

6.9 supply to the Company all necessary information and other information relating to the Products and its sales as the Company may from time to time require.

6.9 supply to the Company all necessary information and other information relating to the Products and its sales as the Company may from time to time require.

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- to time reasonably
- 6.10 provide the Company with reports showing the Distributor's stock of each of the Products at the beginning and end of each quarter and the movement of stock;
- 6.11 provide the Company with financial information relating to the Distributor's business operations as may be necessary for the Company to establish a credit limit for the Distributor from time to time;
- 6.12 not make any promises or give any warranties or guarantees in respect of the Products except such as are consistent with those which accord with the usual practice of the Company in writing;
- 6.13 use the Company's name and logo in the registered or unregistered domain names relating to the Products only in connection with the marketing and sale of the Products and not in connection with any other products or services or as part of the corporate or any business name of the Distributor;
- 6.14 except with the Company's prior written consent, not alter, obscure, remove, interfere with or add to any of the trade names, markings or notices affixed to or contained in the Product Documentation at the time at which they are affixed;
- 6.15 except with the Company's prior written consent, not alter or interfere with the trade names, markings or notices affixed to or contained in the Product Documentation;
- 6.16 keep sufficient quantities of the Products in stock to satisfy customer demand for demonstration purposes;
- 6.17 be responsible for the installation of the Products save where the Product Documentation indicates that installation can be undertaken by the customer in accordance with the Product Documentation and the customer indicates that he will undertake installation himself;
- 6.18 offer maintenance services in respect of the Hardware Products to its customers on commercial terms and shall undertake its obligations thereunder in accordance with the generally observed in the industry;
- 6.19 not offer or undertake maintenance services in respect of the Software Products that it does not offer or undertake;
- 6.20 provide an efficient and effective service in respect of the Products;
- 6.21 observe all applicable laws and regulations and obtain all necessary licences, permits, approvals and consents required for the [import,] export, sale, distribution, storage, marketing and use of the Products in the Territory;
- 6.22 provide the Company with such information as is necessary to enable the Company to comply with applicable laws and regulations and promptly advise the Company of any change thereto;
- 6.23 co-operate with the Company in carrying out any of the Products for safety checks or modifications;
- 6.24 not at any time represent the Company; and
- 6.25 permit the Company to enter the premises at all reasonable times to enter the storage of the Products or the premises of the Distributor for the purpose of carrying out any of the Products for the purpose of

reports showing the Distributor's stock of each of the Products at the beginning and end of each quarter and the movement of stock;

financial information relating to the Distributor's business operations as may be necessary for the Company to establish a credit limit for the Distributor from time to time;

promises or give any warranties or guarantees in respect of the Products except such as are consistent with those which accord with the usual practice of the Company in writing;

names relating to the Products only in connection with the marketing and sale of the Products and not in connection with any other products or services or as part of the corporate or any business name of the Distributor;

not alter, obscure, remove, interfere with or add to any of the trade names, markings or notices affixed to or contained in the Product Documentation at the time at which they are affixed;

not alter or interfere with the trade names, markings or notices affixed to or contained in the Product Documentation;

to satisfy customer demand for demonstration purposes;

save where the Product Documentation indicates that installation can be undertaken by the customer in accordance with the Product Documentation and the customer indicates that he will undertake installation himself;

of the Hardware Products to its customers on commercial terms and shall undertake its obligations thereunder in accordance with the generally observed in the industry;

services in respect of the Software Products that it does not offer or undertake;

in respect of the Products;

in respect of and obtain all necessary licences, permits, approvals and consents required for the [import,] export, sale, distribution, storage, marketing and use of the Products in the Territory;

necessary to enable the Company to comply with applicable laws and regulations and promptly advise the Company of any change thereto;

of any of the Products for safety checks or modifications;

the Company; and

at all reasonable times to enter the premises at all reasonable times to enter the storage of the Products or the premises of the Distributor for the purpose of carrying out any of the Products for the purpose of

ascertaining that the
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ing with its obligations under this

7. Company's Obligations

7.1 The Company shall

7.1.1 provide the
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arketing and technical assistance
to assist the Distributor with the

7.1.2 endeavour to
raised by the
application of

possible to all technical queries
customers concerning the use or

7.1.3 provide the
technical an
the Products

quantities of instruction manuals,
and other information relating to

7.1.4 subject to the
6.22 ensure
relating to the

with its obligations under clause
ly with local laws and regulations
territory;

7.1.5 give reasona
Products or
Products to

ny significant change to any of the
on to discontinue selling any of the

7.1.6 offer to the
Company w
successor to
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n the Products any product of the
regarded as a replacement for or
the Company discontinues selling

7.1.7 provide the
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h all information and assistance
properly to perform its obligations
ny modified or enhanced versions

7.1.8 endeavour u
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istributor to make available to the
veloped by the Company for third
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d accordance with Schedule 6;

7.1.9 where the D
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rovide the Distributor promptly with
nd Courseware Products support
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nd the Distributor shall pay the
s. The charges shall be the lower
r such services as per Schedule 7
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ompany provides such services to

7.1.10 pay the Dist
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seware Products developed by the
npany outside the Territory in
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7.2 The Company will
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or inside the Territory without the
ch approval shall be subject to the

7.3 The terms of clau

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7.4 Subject to satisfac
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d the Company will grant to the
ence throughout the Territory on a
ame of product>> and any other
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8. Intellectual Property Right

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8.1 The Distributor agre
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that all Intellectual Property Rights
duct Documentation are and shall
ensors.

8.2 The Distributor shall

8.2.1 not cause
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do so;

anything which may damage or
Property Rights or assist others to

8.2.2 notify the C
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he Distributor becomes aware of
ny of the Products or the Product
tual Property Rights in or relating
mentation and assist the Company
all steps necessary to protect the

8.2.3 affix such n
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or their packaging or advertising
Documentation as the Company

8.2.4 indemnify th
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ity incurred to third parties for any
ers of the Products or the Product
tual Property Rights in or relating
cumentation otherwise than in

8.2.5 acknowledge
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or reputation for the Products
belong to the Company and upon
atever reason the Distributor shall
ense or compensation for such
he provisions of this clause shall
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9. Confidentiality

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9.1 Neither party shall u
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erning the products, customers,
ce or contractual arrangements or
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first party's knowledge during the

9.1.2 any of the te

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all of which shall be *confidential* for the following purposes.

9.2 Each party shall take all necessary measures to prevent the unauthorised publication or disclosure of Confidential Information and to ensure that no person to whom Confidential Information is disclosed by such party is aware that the same is Confidential Information of the other party. Each party undertakes to treat the other party's Confidential Information with at least the same degree of care as it employs in its business with confidential information of a like nature and in any event with the care and best current commercial security practices.

9.3 Each party shall ensure compliance with the confidentiality and non-disclosure obligations contained in this Clause 9 and shall indemnify the other party against any loss or damage which that other party may sustain or incur as a result of a breach of confidence by such first party's employees.

9.4 If either party becomes aware of a breach of confidence by any of its employees it shall promptly notify the other party and give that other party all reasonable assistance to enable it to take any proceedings which that other party may institute against its employees.

9.5 The provisions of this Clause 9 shall apply to any information received by either party after the termination of this Agreement (but the restrictions of Clause 9 shall not apply or shall cease to apply to any information which is known or becomes so at a future date (otherwise than by breach of this clause) by the party receiving that information).

10 Reservation of Rights

The Company reserves the right to:

- 10.1 make modifications to the Products or the Product Documentation or the packaging or labelling of the Products in its discretion determined from time to time;
- 10.2 discontinue selling any of the Products to the Distributor; and
- 10.3 require the Distributor to discontinue or cease to use any advertising or promotional material for the Products which the Company considers not to be in its interests.

11 Territory

11.1 [The Company shall appoint the Distributor if any of the Company's Products are to be sold in any Territory for sale in the Territory and the Distributor shall not support any of the Products into the Territory.]

11.2 [The Distributor shall not be permitted to accept or process unsolicited orders for the Products in the Retained Territories but the Distributor shall not establish any sales office, branch or maintain any other facilities outside the Territory for the sale of the Products.]

12 Legal Relationship

12.1 During the period of this Agreement the Distributor may and shall refer to itself as an authorised agent of the Company in accordance with the terms of this Agreement and before so referring to itself as an authorised agent of the Company shall refer to the Company's policies and procedures (whether on the Distribution Agreement, advertising material or otherwise) and shall provide the Company with proof prints and such other documents as the Company may require from time to time.

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other details as the Company may in its discretion grant or vary.

and the Company may in its discretion grant or vary such proposed use.

12.2 The relationship of the Distributor under this Agreement shall remain that of a distributor and not a partner or agent of the Company. The Distributor is an independent contractor and at its own risk and expense. Without expressly stated otherwise in this Agreement, the Distributor shall not purport to bind the Company to any obligation nor shall the Company be liable for any liability of the Company to any third party nor pledge the Company's credit.

seller and buyer and nothing in this Agreement shall constitute the Distributor a partner or agent of the Company. The Distributor is an independent contractor and at its own risk and expense. Without expressly stated otherwise in this Agreement, the Distributor shall not purport to bind the Company to any obligation nor shall the Company be liable for any liability of the Company to any third party nor pledge the Company's credit.

12.3 The Company shall not be bound by any promotional or advertising material made by the Distributor without the express written consent of the Company. The Company shall not be bound by any relationship between the Company and the Distributor.

The Company shall not be bound by any promotional or advertising material made by the Distributor without the express written consent of the Company. The Company shall not be bound by any relationship between the Company and the Distributor.

13 Termination

13.1 Notwithstanding anything to the contrary herein, this Agreement may be terminated:

Notwithstanding anything to the contrary herein, this Agreement may be terminated:

13.1.1 by the Company:

by the Company:

13.1.1.1 the Company shall threaten to sell, assign, part with its business or that part of its business which is the subject of the distribution of the Products; or

the Company shall threaten to sell, assign, part with its business or that part of its business which is the subject of the distribution of the Products; or

13.1.1.2 the Company shall change the corporate name of the Distributor or the person or persons in control of the Distributor (but the Company shall not be bound to terminate within the period of 60 days after the date of the change); or

the Company shall change the corporate name of the Distributor or the person or persons in control of the Distributor (but the Company shall not be bound to terminate within the period of 60 days after the date of the change); or

13.1.2 by either party:

by either party:

13.1.2.1 the Company shall have committed any material or persistent breach of the Agreement and (in the case of a breach of the Agreement) shall have failed, within 30 days after the date of the breach, to remedy the breach by notice from the first party so to contain a warning of the breach; or

the Company shall have committed any material or persistent breach of the Agreement and (in the case of a breach of the Agreement) shall have failed, within 30 days after the date of the breach, to remedy the breach by notice from the first party so to contain a warning of the breach; or

13.1.2.2 the Company shall have been unable to perform its obligations under the Agreement for a period of 90 days or for two periods aggregating 180 days in any year and the Company shall not be bound to terminate until 30 days after the expiration of the said period; or

the Company shall have been unable to perform its obligations under the Agreement for a period of 90 days or for two periods aggregating 180 days in any year and the Company shall not be bound to terminate until 30 days after the expiration of the said period; or

13.1.2.3 the Company shall have appointed a receiver or administrative receiver over any part of its undertaking or shall have entered into a voluntary arrangement with its creditors or shall have been placed into liquidation or into administration or shall have been subject to an administration order.

the Company shall have appointed a receiver or administrative receiver over any part of its undertaking or shall have entered into a voluntary arrangement with its creditors or shall have been placed into liquidation or into administration or shall have been subject to an administration order.

13.2 The Distributor shall be entitled to compensation (whether for loss of

The Distributor shall be entitled to compensation (whether for loss of

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- 13.3 Each delivery of a
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14 Effect of Termination

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- 14.2 The Distributor shall
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- 14.3 The Distributor sha
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- 14.4 The Distributor sha
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Distributor, and sha
- 14.6 All orders for undeli
- 14.7 All outstanding un
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- 14.8 The Company shall
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owed by the Distrib
- 14.9 The Company shall
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or after such termination;

its stocks of the Products which it
fulfil any unperformed contracts
to the extent and for that purpose
ue in effect);

from all its literature, business
sements all references to it being

orthwith return to the Company or
may instruct all technical and
s and papers whatsoever sent to
or the business of the Company
ne parties in the Distributor's

Products and Courseware Products
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that the same has been done;

automatically cancelled;

t of the Products shall become
t terms previously agreed between

istributor any amount standing to the
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s any of the Products which have
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ny, its employees and agents to
or such purpose); and

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istributor which have been paid for
utor does not need to fulfil any
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Company.

15 Liability

15.1 The Company wa
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with their published specifications

15.2 If the Company sha
liability shall be limit
risk and expense) o
(subject to the Distr
the Company's risk
with the Distributor
price paid.

warranty set out in clause 15.1 its
Products concerned (at the Company's
g the price paid by the Distributor
ective Products to the Company at
abatement of the price is agreed
but the appropriate part of the

15.3 The Company shall
15.2 above:

Distributor under clauses 15.1 and

15.3.1 for any dan
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Products or

y of the Products caused by fair
maintenance or repair, negligent
instructions accompanying the
Products;

15.3.2 unless in the
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Distributor n
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Distributor a
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the price the

o or defect in the Products which
reasonable visual inspection, the
he same in writing within 14 days
in the case of any damage to or
uld not have been apparent on
istributor notifies the Company of the
defect becomes apparent to the
h is given the Distributor shall not
cerned and shall be obliged to pay

15.4 Notwithstanding any
Clause 15.5 below,

this Agreement but subject to Sub-
e liable to the Distributor for any:

15.4.1 indirect or o
any descript

amage, cost, expense or liability of

15.4.2 direct or ind
whether arising fro
action out of the sub

tracts,
f contract or any other cause of
ment.

15.5 Neither party limits
caused by its neglig

ther for death or personal injury
srepresentation.

15.6 Except as express
undertaking, or ter
condition, quality,
Products is given
conditions, undertak

reement no warranty, condition,
statutory or otherwise, as to the
or fitness for purpose of the
company and all such warranties,
by excluded.

16 Indemnities

16.1 The Company shall
effectively indemni

r and keep the Distributor fully and
losses, claims, damages, costs,

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charges, expenses
Distributor may su
against it by any pe
by reason of:

proceedings and actions which the
may be brought or established
arise out of or in relation to or

16.1.1 any claim
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of the Products infringes any
rd party; or

16.1.2 any claim
regulations
not due to
misconduct

not comply with local laws and
use in the Territory and which are
negligence, recklessness or wilful
ations under this Agreement.

16.2 The Distributor shall
effectively indemnify
charges, expenses
Company may sust
it by any person a
reason of:

y and keep the Company fully and
losses, claims, damages, costs,
proceedings and actions which the
be brought or established against
rise out of or in relation to or by

16.2.1 the negliger
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installation a

ul misconduct of the Distributor in
ligations in connection with the
products;

16.2.2 any unauth
employees;

ssion of the Distributor or its

16.2.3 the manner
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r markets and sells the Products

16.2.4 the independ
for use in co

istributor of any products or services
on to the Products; or

16.2.5 any breach
relating to
Products in

ny applicable laws or regulations
or sale by the Distributor of the

16.3 If any claim is made
under this clause,
subject to being se
the other in relation
such claim.

or which indemnification is sought
shall consult with the other and,
satisfaction, shall co-operate with
st made by the other in respect of

17 Interpretation

17.1 In this Agreement u

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17.1.1 words impor

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17.1.2 words impo
vice versa;

er include the plural number and

17.1.3 words impo
and vice ver

ms, companies and corporations

17.1.4 references t
relevant cla

d schedules are references to the
Agreement;

17.1.5 reference in
relate to the

reement to numbered paragraphs
of that schedule;

17.1.6 the heading
Agreement v

chedules and paragraphs of this
tation;

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17.1.7 reference to that enactment as amended or to any subordinate legislation of that enactment;

reference to that enactment as amended or to any subordinate legislation of that enactment;

17.1.8 any obligation to do or omit to do anything is to be construed as an obligation to do that thing to be done or omitted to be done;

do or omit to do anything is to be construed as an obligation to do that thing to be done or omitted to be done;

17.1.9 any party who is bound by an obligation if that obligation is done.

anything will be deemed to fulfil that obligation if that thing is done.

17.2 In the case of conflict between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body shall take precedence.

When any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body shall take precedence.

18 Agency, Partnership

This Agreement shall not create a partnership, joint venture, agency, fiduciary relationship or contractual relationship except between the parties other than the parties to this Agreement.

This Agreement shall not create a partnership, joint venture, agency, fiduciary relationship or contractual relationship except between the parties other than the parties to this Agreement.

19. Amendments

This Agreement may not be amended or modified by any instrument in writing signed by the parties to this Agreement.

This Agreement may not be amended or modified by any instrument in writing signed by the parties to this Agreement.

20. Announcements

No party shall issue or make any announcement or disclosure regarding this Agreement or any information of each party for which consent has been obtained from the other party. The provisions of this clause shall be regarded as Confidential Information of each party for the purposes of clause 9.

No party shall issue or make any announcement or disclosure regarding this Agreement or any information of each party for which consent has been obtained from the other party. The provisions of this clause shall be regarded as Confidential Information of each party for the purposes of clause 9.

21. Assignment

21.1 This Agreement is not assignable, and, subject to clause 21.2 below, neither this Agreement nor any rights or obligations under it may be assigned or delegated to any other party without the prior written approval of the other party.

21.1 This Agreement is not assignable, and, subject to clause 21.2 below, neither this Agreement nor any rights or obligations under it may be assigned or delegated to any other party without the prior written approval of the other party.

21.2 Notwithstanding the foregoing, this Agreement may be assigned to any acquirer of all or of a substantial part of the equity securities, assets or business of the Company, provided that prior approval of the Company has been obtained from the Company and that the assignee shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

21.2 Notwithstanding the foregoing, this Agreement may be assigned to any acquirer of all or of a substantial part of the equity securities, assets or business of the Company, provided that prior approval of the Company has been obtained from the Company and that the assignee shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

[21.2.1] either party may appoint sub-distributors to perform such obligations provided that prior approval of the Company has been obtained from the Company and that the assignee shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

[21.2.1] either party may appoint sub-distributors to perform such obligations provided that prior approval of the Company has been obtained from the Company and that the assignee shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

[21.2.2] the Distributor shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

[21.2.2] the Distributor shall remain responsible for the performance and obligations of its sub-distributors in regard to this Agreement.

21.3 Any attempted assignment in violation of this clause shall be void and without effect.

Clause 21 will be void and without effect.

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22. Entire Agreement

22.1 Each party agrees v

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Clause 22.2) of this

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23. Force Majeure

[Neither party shall have
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may terminate this Agreem

deemed to be in breach of this
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control of that party. If such
more than 6 months, either party
party.]

OR

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sub-contractor or supplier
notifying the other party in
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the period that the said c
extension of time for perfo
delay is caused by the act
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other terms of this Agreem

Agreement, neither party shall be
nder it if such delay is caused by
uding without limitation any delay
rovided however that any delay by
ng shall not relieve the party from
ond the reasonable control of the
the party so delaying promptly
r the delay (and the likely duration
gations shall be suspended during
d such party shall be granted an
od of the delay. Save where such
r party (in which event the rights,
se conferred and imposed by the

23.1 any costs arising fr
same;

borne by the party incurring the

23.2 either party may, if
this Agreement fo
termination.]

or more than 10 weeks, terminate
o the other by reason of such

24. Notices

24.1 All notices under thi

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24.2 Notices shall be dee

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registered m... hours of the recipient; or
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transmission...
24.2.3 on the [sec... airmailing mailing, if mailed by prepaid
first class po...
In each case notice... the most recent address or e-mail
address notified to t...

25. Schedules

The provisions of Schedule... this Agreement as if set out here.

26. Severance

The parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement and the remainder shall remain enforceable.

27. Successors and Assignees

27.1 This Agreement shall bind the parties and their respective permitted assignees, and references to a party in this Agreement shall include their successors and permitted assignees.

27.2 In this Agreement references to a person shall include references to a person:

27.2.1 who for the purposes of this Agreement (or any interest in those rights) is deemed to be the assignor (by assignment, novation or otherwise) to the assignee;

27.2.2 who, as assignor or otherwise, is entitled to exercise those rights;

and in particular the person to whom those rights (or any interest in those rights) are transferred (by assignment, novation or otherwise) to the assignee, or pass as a result of a merger, division, reconstruction or other corporate transaction involving that party. For this purpose, references to a party under this Agreement include any person who, as a result of a merger, division, reconstruction or other corporate transaction, becomes entitled as a result of a novation of this Agreement to exercise those rights.

28. Waiver

No delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice the right, power or remedy in that respect available to that party, and no such delay, neglect or forbearance shall be taken as an admission of liability to that party.

29. Counterparts

This Agreement may be executed in counterparts or duplicates, each of which shall be an original and all of which together shall constitute one and the same agreement.

30. Time is of the Essence

Time shall be of the essence of this Agreement in respect of any time, date or period mentioned in this Agreement which is not substituted as a time, date or period by any other provision of this Agreement.

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agreement in writing between

31. Costs and Expenses

Each party shall bear its own costs and expenses arising in connection with the drafting and registration (if applicable) of this Agreement.

Each party shall bear its own costs and expenses arising in connection with the drafting and registration (if applicable) of this Agreement.

32. Set-off

Where either party has incurred a liability to the other party, whether under this Agreement or otherwise, and such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

Where either party has incurred a liability to the other party, whether under this Agreement or otherwise, and such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

33. Third Parties

Subject to any provisions to the contrary, a person who is not a party to this Agreement may enforce any right or remedy of a third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any right or remedy of a third party, but this does not affect any right or remedy available apart from such Act.

Subject to any provisions to the contrary, a person who is not a party to this Agreement may enforce any right or remedy of a third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any right or remedy of a third party, but this does not affect any right or remedy available apart from such Act.

34. Proper Law and Jurisdiction

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

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

34.2 Any dispute, controversy or claim between the parties relating to this Agreement shall be referred to and determined by the exclusive jurisdiction of the courts of England and Wales.

Any dispute, controversy or claim between the parties relating to this Agreement shall be referred to and determined by the exclusive jurisdiction of the courts of England and Wales.

34.3 In this Clause 34, "dispute" shall include any non-contractual matters or obligations arising out of or associated therewith.

In this Clause 34, "dispute" shall include any non-contractual matters or obligations arising out of or associated therewith.

IN WITNESS WHEREOF this Agreement has been executed and before written

executed the day and year first

SIGNED by

<<Name and Title of person signing for and on behalf of <<Company Name>>

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

SIGNED by

<<Name and Title of person signing for and on behalf of <<Distributor Name>>

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

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1 Orders

- 1.1 Each order for the Products shall be in writing and shall specify the quantity and the requested destination of the Products ordered.
- 1.2 The Distributor may, at its discretion, accept or not accepted or reduce the quantity of any of the Products ordered by submitting to the Company a notice in writing which specifically requests the changes and is received by the Company no later than 14 days prior to the requested delivery date or, if the Company agrees, pursuant to paragraph 1.1.
- 1.3 The Distributor shall be responsible for ensuring the accuracy of its orders.

2 Price and Payment

- 2.1 The price for each Product shall be the lower of the Company's current published price and the lowest price at which the Company sells any Product to its customers or other distributors.
- 2.2 All prices for the Products shall include VAT or other applicable sales taxes at the appropriate rate.
- 2.3 Payment for the Products shall be made within 30 days after dispatch of the Products or completion of the order, unless otherwise agreed.
- 2.4 The Company may retain title to the Products notwithstanding that the property has passed to the Distributor.
- 2.5 Payment for the Products shall be made by [electronic transfer of funds to the Company's bank account or by cash] or by such bank account or other means as notified in writing to the Distributor from time to time by the Company [of payment>>].
- 2.6 If payment for any Product is not received by the due date then (without prejudice to the Company's other rights and remedies) the Company shall be entitled to:
- 2.6.1 suspend all deliveries of Products until payment is received; and
- 2.6.2 charge the Distributor interest on the unpaid sum on a day to day basis from the due date to the date of payment at a rate of 4% above the base rate of interest in force at the time of payment.
- 2.7 The Company reserves the right to suspend deliveries of the Products while the aggregate amount of outstanding invoices exceeds the Company's credit limit for the Distributor, as advised to the Distributor by the Company in writing.

3 Deliveries

- 3.1 The Company shall endeavour to meet the delivery dates requested by the Distributor. Delivery shall not be of the essence of the contract and the Company shall not be liable to the Distributor if it fails to meet any delivery date.

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3.2 If the Company is unable to deliver the Products by the requested delivery date it shall as soon as practicable notify the Distributor of the estimated date for delivery.

3.3 Appropriation of the Products to the Distributor shall occur when the Products are delivered to the Distributor.

3.4 Delivery of the Products shall be made to the Distributor at the Company's premises at (insert details), or such other premises as may be agreed in writing. The Company shall notify the Distributor from time to time ('the delivery schedule').

3.5 The Company shall bear the cost of putting the Products in the possession of the Distributor, including the cost of transport, but the Distributor shall pay all other costs of transport.

3.6 If requested in the Schedule, the Company shall arrange (as agent for the Distributor) to transport the Products to the destination designated in the Schedule. The Company shall obtain and promptly deliver to the Distributor the necessary documents (including, but not limited to, bills of lading) necessary for the Distributor or the Distributor's customer (as the case may be) to obtain possession of the Products. The Distributor shall be responsible for the payment of such costs by the Company for all costs incurred in connection with the transport of the Products, including but not limited to the payment of such cost as may be applicable to the transport of the Products.

3.7 The Company reserves the right to make partial deliveries of any consignment of the Products ordered by the Distributor. The Company shall be under no obligation to deliver the whole or any part of a consignment before the delivery date requested by the Distributor.

3.8 The Company will deliver the Products to the destinations requested by the Distributor. Each consignment shall be accompanied by a delivery note in such form as may be agreed between the parties.

3.9 The Distributor shall be responsible for obtaining prior to delivery all the necessary licences, permits, and other documents for the importation of the Products, and for paying all applicable import duties and other charges.

3.10 The Distributor shall be responsible for the payment of any consignment of the Products within 14 days after delivery of any consignment of the Products in the quantity ordered. The Company shall make good any shortage as soon as reasonably practicable after notification by the Distributor in compliance with this paragraph but other than in respect of such shortage, the Company shall have no liability to make good any shortage.

4 Risk and Property

4.1 Risk in each consignment of the Products shall pass to the Distributor at the delivery point upon the consignment being placed in the possession by the Distributor.

4.2 Property (ownership) in the Product shall not pass to the Distributor until payment of the agreed funds has been received by the Company in respect of the consignment and for all other consignments of the Product the payment is then due.

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