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SALES AGENCY AGREEMENT (ON TERMINATION)

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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Principal>> [a <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the P
- (2) <<Name of Agent>> [a c <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the A

**WHEREAS:**

- (1) The Principal [manufacture of this Agreement. f] Products detailed in Schedule 1
- (2) The Agent wishes to be a al’s [sole] **OR** [exclusive] **OR** [non-exclusive] agent for the prod- products in the Territory.

**IT IS AGREED** as follows:

**1. Definitions and Interpretat**

1.1 In this Agreement otherwise requires, the following expressions have th

**“Confidential Information”** to the business, affairs, or suppliers of either Party, is disclosed by that Party to the agent to, or in connection with, this whether orally or in writing or any other whether or not the information is to be confidential or marked as

**“Connected Persons”** given to that expression by the Corporation Tax Act 2010;

**“Data Protection Legisla** all legislation and other regulatory in time to time in force governing ding, and processing of personal but not limited to, the Data 2018 or any successor legislation, ation 2016/679 General Data ation (GDPR) and any other e EU regulation relating to privacy on (for so long as EU law has legal

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“Intellectual Property Ri

and all rights in any patents, trade marks, registered designs, rights to apply for any of those business and company names, names and e-mail addresses, de marks and service marks, base rights, know-how, trade designs and inventions, goodwill;

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ences, consents, orders, statutes ation to a right in paragraph (a);

ame or similar effect or nature as paragraphs (a) and (b) which now or subsist; and

e for past infringements of any of ts;

“Net Sales Value”

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to any Products, the price to the customer therefor (less any r other applicable sales tax and s or allowances in respect es Value, as an amount not Party to the other, is not subject r other sums under Clause 6.7);

“Products”

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ular products listed in Schedule 1] e type(s) referred to in Schedule ctured or] sold by or for the any other][similar][the same] ctured or] sold by or for the pe [notified from time to time in picipal to the Agent] OR [agreed n writing between the Principal

“the Regulations”

ressly stated otherwise) the ts (Council Directive) Regulations l from time to time;

“Term”

f the agency and of this ined in Clause 9; and

“Territory”

ication, either all or defined part(s)

1.2 Unless the context o

reference in this Agreement to:

1.2.1 “writing”, an communicat

on, includes a reference to any r or similar means;

1.2.2 a statute or extended or

is a reference to it as amended, ime;

<sup>1</sup> This template assumes that the parties will or

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1.2.3 "this Agreement and each of the Schedules a...  
Schedules a...  
nted at the relevant time;

1.2.4 a Schedule i...  
ement;

1.2.5 a Clause or...  
(other than...  
and...  
ce to a Clause of this Agreement  
agraph of the relevant Schedule;

1.2.6 a "Party" or...  
parties to this Agreement.

1.3 The headings used...  
no effect upon the i...  
r convenience only and shall have  
ement.

1.4 References to eithe...  
y other gender.

1.5 Unless the context...  
ls in the singular shall include the  
plural.

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2. **Appointment of Agent**

**EITHER**

[2.1 The Principal here...  
hereby agrees to ac...  
as its sole agent, and the Agent

2.2 The Principal may r...  
Territory during the...  
[but may not appoint] a distributor  
e Territory during the Term.

2.3 The Principal may...  
during the Term [b...  
Products to customers in the Territory  
unsolicited orders] [subject to the

**OR**

[2.1 The Principal hereb...  
hereby agrees to ac...  
its exclusive agent and the Agent

2.2 The Principal may r...  
resale] of Products...  
ent [or distributor] for the sale [or  
e Term.

2.3 The Principal may r...  
the Territory during...  
s of the Products to customers in  
principal may make sales of the  
where [either] [it has not solicited  
e any sales of any of the Products  
the provisions of sub-Clause 6.2].

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**OR**

[2.1 The Principal hereb...  
Agent hereby agree...  
s its non-exclusive agent, and the

2.2 The Principal may a...  
in the Territory from...  
Term [and may appoint][but may  
or the resale of Products in the

2.3 The Principal may...  
**EITHER**  
[solicit and/or make...  
customers in the Territory]

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OR

[make sales of the Products in the Territory but only in response to unsolicited orders]

the Territory but only in response

[subject to the provisions of Clause 2.4]

2.4 The above appointment shall be for the promotion and sale of Products in the Territory on behalf of the Principal and shall be subject to the terms of this Agreement.

be for the promotion and sale of Products in the Territory on behalf of the Principal and shall be subject to the terms of this Agreement.

2.5 The Agent shall act in good faith in all relations and dealings with and on behalf of the Principal.

and in good faith in all relations and

[2.6 The Agent shall not sell or offer for sale Products outside the Territory]

Products nor solicit any orders for the

3. **Agent's Obligations and**

3.1 The Agent shall use [reasonable] OR [best] endeavours to find and obtain customers, negotiate and enter into contracts and on behalf of the Principal.

reasonable] OR [best] endeavours to find and obtain customers, negotiate and enter into contracts, and shall be authorised to sell the Products in the name of the Principal in reference to the Principal.

3.2 The Agent shall in all dealings with and on behalf of the Principal describe itself as [a "Sole Agent"] OR [an "Agent"] and not otherwise.

the Products describe itself as [a "Sole Agent"] OR [an "Agent"] for <<Principal>>

3.3 All sales of the Products shall be made on such terms and conditions as the Principal may from time to time, and at prices equivalent to the Principal's list from time to time in force for wholesale or retail (as applicable), subject to such discounts or other deductions as the Principal may from time to time allow.

shall be made on such terms and conditions as the Principal may from time to time, and at prices equivalent to the Principal's list from time to time in force for wholesale or retail (as applicable), subject to such discounts or other deductions as the Principal may from time to time allow.

3.4 Title in and to the Products shall pass to the Agent [and the Agent shall ensure that the Products are adequately stored on its premises [in accordance with the conditions approved by the Principal]].

pass to the Agent [and the Agent shall ensure that the Products are adequately stored on its premises [in accordance with the conditions approved by the Principal]].

3.5 The Principal shall have the right to alter the price and/or range of Products covered by this Agreement and to discontinue any of the same, upon giving <<insert period>> in writing to the Agent.

time to alter the price and/or range of Products covered by this Agreement and to discontinue any of the same, upon giving <<insert period>> in writing to the Agent.

3.6 The Agent shall:

3.6.1 [fulfil the sales obligations set out in Schedule 3;]

Schedule 3;]

3.6.2 [maintain sufficient stock of Products on its premises to meet orders promptly and to supply the Principal with each order which it accepts on behalf of the Principal]

Products on its premises to meet orders promptly and to supply the Principal with each order which it accepts on behalf of the Principal]

3.6.3 keep the Principal advised of all actual sales and expected volumes of sales of the Products;

of all actual sales and expected volumes of sales of the Products;

3.6.4 maintain complete records of the Products made under this Agreement [and shall supply the Principal with copies of such records upon reasonable request; [and]

of the Products made under this Agreement [and shall supply the Principal with copies of such records upon reasonable request; [and]

3.6.5 [maintain a list of potential customers for the Products in the Territory and shall supply the Principal with an up-to-date list of such customers on request to supply the Principal with an up-to-date list of such customers]

potential customers for the Products in the Territory and shall supply the Principal with an up-to-date list of such customers on request to supply the Principal with an up-to-date list of such customers]

3.6.6 comply with any other obligations given by the Principal.

obligations given by the Principal.

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- 3.7 The Agent shall (at [its] [own] [expense]) be responsible for:
  - 3.7.1 promoting and selling the Products in the Territory to such extent as the Principal may require and in a manner approved by the Principal;
  - 3.7.2 [insuring the [Agent's] [premises];]
  - 3.7.3 maintaining [the [Agent's] [premises] and] [adequate storage and sales premises for the Products and] other facilities [and personnel] necessary for the performance of its duties under this Agreement];
  - 3.7.4 obtaining all permits and approvals which are necessary or required by law for the sale of the Products in the Territory and for complying with the laws, orders and regulations relating thereto and to its advertising and labelling (other than those laws or regulations relating to the method of manufacture, packaging or labelling for which the Principal shall be responsible);
- 3.8 [The Agent shall, in accordance with this Agreement, collect the proceeds of sales of the Products, keep the same on behalf of the Principal, and account for the same to the Principal in accordance with sub-Clause 6.3.1.]
- 3.9 [The Agent shall, at the request of the Principal, request to seek to do such action in the Territory or to assist the Principal in taking such action without taking any such action without the Principal's instructions.]
- 3.10 The Agent shall provide the following services of:
  - 3.10.1 any complaint concerning the Products which is received by the Agent;
  - 3.10.2 any matters in relation to the manufacture, sale, use or development of the Products within [or outside] the Territory; [and]
  - 3.10.3 all applicable laws, regulations, orders or decrees in the Territory concerning the Products of the Principal. [; and]
  - 3.10.4 [all orders for the sale of the Products from customers outside the Territory.]
- 3.11 The Agent shall not do any of the following:
  - 3.11.1 [make any use of the Products without the Principal's express consent];
  - 3.11.2 [alter, remove, vary, reproduce or otherwise misrepresent] the marks, trademarks, logos, numbers or other means of identification of the Products or the packaging of the Products with reference to, or in relation to, any of the Products;]
  - 3.11.3 [place any trademark, logo or other means of identification of its own on the Products or any packaging or materials in connection therewith;]
  - 3.11.4 [use any advertising or promotional material in selling materials in relation to the Products or any packaging or materials [approved] by the Principal;]

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3.11.5 [make any r  
Products with

es, or guarantees in relation to the  
consent of the Principal;]

3.11.6 do anything  
to the Prod  
therewith; or

goodwill of the Principal in relation  
y trade marks used in connection

3.11.7 [be concern  
promotion o  
similar to, th

directly or indirectly in the sale or  
Term which compete with, or are

4. Intellectual Property

4.1 The Agent shall pro

Principal of:

4.1.1 any actual,  
any Intellect  
becomes aw

d infringement in the Territory of  
the Principal of which the Agent

4.1.2 any claim b  
importation  
Intellectual P

hich it becomes aware that the  
ucts in the Territory infringes the  
ights of any other person.

4.2 The Agent shall, a  
things as may be  
resisting any proce  
under sub-Clause 4

nse of the Principal, do all such  
assist the Principal in taking or  
r infringement or claim so notified

4.3 Nothing in this Agr  
Intellectual Property  
Products or the Prin  
Agent hereby ack  
Agreement, it shall  
rights and goodwill

gent any rights in respect of any  
e Principal on or in relation to the  
dwill associated therewith, and the  
t as expressly provided in this  
respect thereof and that all such  
sted in the Principal.

4.4 The Agent shall no  
resembling the Pri  
confuse or mislead

y trade marks or trade names so  
trade names as to be likely to

4.5 The Agent shall not  
of any of the Produ

Intellectual Property Rights in respect  
express consent.

4.6 The Agent shall, at  
Principal may reas  
validity and enforce  
Principal during the  
shall indemnify the  
other liabilities arisin

ncipal, take all such steps as the  
t the Principal in maintaining the  
Property Rights belonging to the  
ement [provided that the Principal  
s, claims, damages, expenses or  
with such steps].

4.7 Without prejudice to  
validity of any Intelle  
shall not do or auth  
invalidate or be in  
Principal and shall  
which, by its omissi

or any third party to challenge the  
longing to the Principal, the Agent  
do any act which would or might  
Intellectual Property Rights of the  
y third party to omit to do any act  
or character.

4.8 [The Agent shall in  
which may be incur  
any use by the Ag  
Principal otherwise

m and against any loss or liability  
lation to third parties by reason of  
Property Rights belonging to the  
der this Agreement.]

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**5. Principal's Obligations**

The Principal shall:

- 5.1 act dutifully and in good faith in all its dealings with the Agent;
- 5.2 at its own expense provide the Agent with such samples, catalogues, advertising, promotional materials, information, and any other documentation necessary for the Agent to promote and sell the Products in the Territory;
- 5.3 give [reasonable] [prompt] assistance to the Agent if the Principal anticipates that the volume of sales will exceed the volume normally expected than that which the Agent could normally have expected to achieve the sales targets set out in Schedule 3 accordingly];
- 5.4 inform the Agent within a reasonable time of its refusal to fulfil, or of any non-fulfilment of, any contract for the sale of Products which the Agent has entered into on behalf of the Principal and the reason for such refusal or non-fulfilment];
- 5.5 [supply the Agent with Products as the Parties may agree from time to time [and bear the cost and risk of transport, and insurance of such Products];]
- 5.6 not have any obligation to fulfil any contract for the sale of Products entered into on behalf of the Principal pursuant to this Agreement, but the Agent shall be entitled to the commission of the terms of Clause 6 to be paid on any such sale notwithstanding any refusal or failure of the Principal to fulfil such contract;
- 5.7 indemnify the Agent for any loss or damage which it may incur by reason of:
  - 5.7.1 its being held liable for the sale of Products on behalf of the Agent; or
  - 5.7.2 the Agent entering into a contract for the sale of Products on behalf of the Principal; or
  - 5.7.3 the Agent conducting business as the Principal's agent with reasonable skill and care in accordance with the terms of the Agent's authority under this Agreement; or
  - 5.7.4 damage to property or personal injury arising from any fault or defect in the manufacture or design of the Products and any relationship of the Products and any other person and expenses arising out of or in connection with the investigation of such claim to the extent that the liability arises out of or in connection with the actions of the Agent.

**6. Financial Provisions**

- 6.1 In consideration of the commission to be taken by the Agent hereunder, the Principal shall pay to the Agent the commission specified in Schedule 2 in respect of the sale of Products sold by the Agent in the Territory where:
  - 6.1.1 the sale has resulted from the Agent's actions; [or]
  - 6.1.2 the sale is caused by the Agent or another agent or distributor of the Agent in the Territory where the Agent has purchased the Products from a third party in the Territory where the Agent has purchased the Products from a third party as a customer for the Principal of the same kind; [or]



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6.1.3 [the Agent has been appointed under this Agreement with a customer in the Territory during the Term of the Agreement to appoint that

sole agent or an exclusive agent for the Territory. No sale has been concluded with a customer in the Territory as agent or distributor of the Principal during the Term. This Agreement does not permit the Principal to appoint another agent during the Term.]

6.2 [The Principal shall pay to the Agent a commission of <insert percentage>% of the net sales of the Products in the Territory during the Term of the Agreement.]

commission equal to <insert percentage>% of the net sales of all Products sold directly by the Agent in the Territory pursuant to sub-Clause 6.1.

6.3 Within <insert period> of the end of each calendar month:

the Agent shall provide to the Principal a statement showing the

6.3.1 the Agent shall provide to the Principal a statement showing the amount of all Products sold by the Agent during the calendar month to which the commission thereon to which the Agent is entitled pursuant to sub-Clause 6.1 [and enclose with the statement a remittance for that amount less that commission payable];

Principal a statement showing the amount of all Products sold by the Agent during the calendar month to which the commission thereon to which the Agent is entitled pursuant to sub-Clause 6.1 [and enclose with the statement a remittance for that amount less that commission payable];

6.3.2 the Principal shall provide to the Agent a statement of the commission due to the Agent in that calendar month to which the commission is due pursuant to sub-Clause 6.1] OR [sub-Clauses 6.1 and 6.2 shall set out the main components of the commission due; and

the Agent a statement of the commission due to the Agent in that calendar month to which the commission is due pursuant to sub-Clause 6.1] OR [sub-Clauses 6.1 and 6.2 shall set out the main components of the commission due; and

6.3.3 the Principal shall provide to the Agent a statement of the commission due to the Agent in that calendar month to which the commission is due pursuant to sub-Clause 6.1 and 6.2]

Agent all sums due under [sub-Clauses 6.1 and 6.2] as shown in the statement of the Agent under sub-Clauses 6.3.1 and 6.3.2 of this Clause less the sum as the Agent has deducted as commission payable less the value remitted by it pursuant to sub-Clause 6.3.1.

6.4 The Agent will be entitled to the commission on sales of the Products within the Territory concluded during the Term of the Agreement.

on sales of the Products within the Territory concluded during the Term of the Agreement terminated or expires if:

6.4.1 that sales of the Products within the Territory during the Term of the Agreement are attributable to the Agent's efforts during the Term of the Agreement;

to the Agent's efforts during the Term of the Agreement;

6.4.2 that sales of the Products within the Territory during the Term of the Agreement are attributable to a third party whom the Agent has appointed as a customer for transactions of the kind and the order for the sale of the Products was reached before the date of termination or expiry.

third party whom the Agent has appointed as a customer for transactions of the kind and the order for the sale of the Products was reached before the date of termination or expiry.

6.5 The Agent shall not be entitled to the commission on sales generated by a former agent (including the Agent) if such sales have been concluded after the termination of the Agreement between the Principal and the Agent or any such sales as are partly attributable to the Agent. In any such case the commission shall be shared equitably between the Agent and the former agent].

on sales generated by a former agent (including the Agent) if such sales have been concluded after the termination of the agreement between the Principal and the Agent or any such sales as are partly attributable to the Agent. In any such case the commission shall be shared equitably between the Agent and the former agent].

6.6 Each Party shall keep accurate accounts of all sales of the Products made during the Term of the Agreement and shall permit the other Party or its duly appointed representative to inspect such records and accounts and take copies thereof at all times.

and accurate accounts of all sales of the Products made during the Term of the Agreement and shall permit the other Party or its duly appointed representative to inspect such records and accounts and take copies thereof at all times.

6.7 All sums payable under this Agreement shall be exclusive of any value added tax or other applicable tax which shall be added to the sum in question or otherwise included in the sum.

exclusive of any value added tax or other applicable tax which shall be added to the sum in question or otherwise included in the sum. Where any withholding of tax is applicable, the Agent shall be responsible for the payment of such tax (including any interest and penalties).

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or similar deduction net of that deduction

the sum in question shall be paid provided against any payment.

6.8 [Subject to sub-Clause by virtue of this Clause by the customer for

which becomes payable to the Agent only when the price has been paid

6.9 If the customer has Principal, the contract customer would otherwise

Products by reason of fault by the on the latest date on which the to make that payment.]

7. Confidentiality

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7.1 Each Party undertakes it shall, at all times period>>] after its term

expressed in writing by the other Party, of this Agreement and [for <<insert

7.1.1 [use reasonable Information;

keep confidential all Confidential

7.1.2 not disclose

information to any other person;

7.1.3 not use any contemplated

information for any purpose other than as terms of this Agreement;

7.1.4 not make any Confidential

in any way, or part with possession of,

7.1.5 ensure that advisers do of the provisions

of officers, employees, agents, or by that Party, would be a breach of 7.1.1, 7.1.2, 7.1.3 or 7.1.4.

7.2 Either Party may:

7.2.1 disclose any

to:

7.2.1.1 any sales is the

of that Party, or, where that Party is or prospective customers;

7.2.1.2 any government

authority or regulatory body; or

7.2.1.3 any other afore

of that Party or of any of the

to such extent this Agreement Party first Confidential Information such body as of any such undertaking terms of this and to use and

for the purposes contemplated by, and in each case subject to that in question that the Confidential except where the disclosure is to any above or any employee or officer committing to the other Party a written information, as nearly as practicable in the Confidential Information confidential for which the disclosure is made;

7.2.2 use any Confidential other person

for any purpose, or disclose it to any

7.2.2.1 it is a become provided of the

information, or at any time after that date through no fault of that Party, that Party does not disclose any part on which is not public knowledge;

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or

7.2.2.2 it or  
reason  
that P

be shown by that Party, to the  
other Party, to have been known to  
ure.

**8. Force Majeure**

8.1 For the purposes of  
either Party, any cir

Force Majeure” means, in relation to  
reasonable control of that Party.

8.2 Neither Party shall  
liable to the other  
performance of any  
the delay or non-p  
notified the other  
affected shall be ex

each of this Agreement or otherwise  
lay in performance or the non-  
this Agreement to the extent that  
any Force Majeure of which it has  
performance of any obligation so

8.3 If the performance  
Agreement is preven  
in excess of <<ins  
into bona fide discu  
upon such alternati  
[the other Party s  
<<insert number>>  
performance is so a

any of its obligations under this  
Force Majeure for a continuous period  
[months], [the Parties shall enter  
eviating its effects, or to agreeing  
y be fair and reasonable] **AND/OR**  
minate this Agreement by giving  
tten notice to the Party whose  
visions of Clause 10].

**9. Term and Termination**

9.1 The Term of this A  
expire on <<insert d

nce on <<insert date>> and shall  
ate”).

9.2 In the event that th  
after the Expiration  
an agency contract

forming their respective obligations  
all be deemed to be converted into

9.3 In the event that thi  
period under sub-C  
either Party may te  
with the following n  
month):

an agency contract for an indefinite  
the provisions of sub-Clause 9.4,  
t by written notice in accordance  
incide with the end of a calendar

9.3.1 1 calendar m

ing the first year of the Term;

9.3.2 2 calendar m  
has commen

here the second year of the Term

9.3.3 3 calendar m  
commenced

ere the third year of the Term has  
n in any subsequent year.

9.4 Subject to the provi  
Agreement by givin

Party may forthwith terminate this  
er Party if:

9.4.1 any sum ov  
provisions of  
business da

at other Party under any of the  
ot paid within <<insert period>>  
yment;

9.4.2 that other P  
this Agreem  
it within <<

breach of any of the provisions of  
capable of remedy, fails to remedy  
s days after being given written

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notice giving  
remedied;

9.4.3 an encumbrance (where the relevant Party is a company) and that other Party

9.4.4 that other Party's creditors or insolvency order (within the meaning of the Insolvency Act 1986);

9.4.5 that other Party made against it (except for such a matter to be bound under this Agreement.

9.4.6 anything and its jurisdiction of that other Party;

9.4.7 that other Party to cease, to carry on business; or

9.4.8 control of the Persons not connected with the Agreement.

9.5 [The Principal may to the Agent if the meet the sales target

9.6 For the purposes of remedy if the Party respects other than performance of that

9.7 The rights to terminate shall not prejudice any other concerned (if any) d

the breach and requiring it to be

or (where the relevant Party is a company) any of the property or assets of

any arrangement with his or its insolvency order (within the meaning of the Insolvency Act 1986);

or firm) has a bankruptcy order against it (where the relevant Party is a company) goes into liquidation or re-organization and in connection with such arrangements as a result of which it effectively agrees to be bound by the provisions imposed on that other Party

the foregoing under the law of any jurisdiction of that other Party;

to cease, to carry on business; or

controlled by any person or connected with any other party on the date of this Agreement.

Agreement by giving written notice of a period of <<insert relevant length of period>> to

each shall be considered capable of performing its obligations under the Agreement with the provision in question in all circumstances (provided that the time for performance of such obligations is not in default of performance).

given by this Clause 9 shall not prejudice any other Party in respect of the breach

10. **Post-Termination Indemnity**

10.1 If and to the extent of termination, the Agent shall be indemnified as provided in Regulation 17 of the FCA Handbook.

10.2 The Agent must intend to pursue his entitlement to such an indemnity. Failure to do so shall not affect the Agent's entitlement to such indemnity.

only (but not otherwise), in the event of termination, the Agent shall be indemnified as provided in Regulation 17 of the FCA Handbook.

intention to pursue his entitlement to such an indemnity. Failure to do so shall not affect the Agent's entitlement to such indemnity.

11. **Exclusion of Indemnity**

No indemnity shall be payable to the Agent in respect of:

11.1 The Principal has terminated the Agreement owing to any default on the part of the Agent which results in the immediate termination of this Agreement; or

11.2 The Agent has terminated the Agreement unless such termination is justified: 11.2.1 by circumstances beyond the control of the Agent; or

the Agent:

that owing to any default on the part of the Agent which results in the immediate termination of this Agreement;

unless such termination is justified: the Principal; or

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11.2.2 on the ground of incapacity or illness of the Agent in consequence of which he cannot reasonably be required to continue his employment; or

11.2.2 on the ground of incapacity or illness of the Agent in consequence of which he cannot reasonably be required to continue his employment; or

11.3 The Agent, with their family, has assigned their rights and duties under this Agreement to the Principal.

11.3 The Agent, with their family, has assigned their rights and duties under this Agreement to the Principal.

12. **[Data Protection**

12.1 All personal information which will be collected, processed or stored in accordance with the Data Protection Legislation as the case may be, shall be subject to the rights under the Data Protection Act 1998.

12.1 All personal information which will be collected, processed or stored in accordance with the provisions of the Data Protection Legislation hereunder of the other party being, shall be subject to the rights under the Data Protection Act 1998 of any third party.

12.2 For complete details of the collection, processing, storage, and retention of personal data, the purpose(s) for which personal data is used, the Other Party's and any third party's purposes 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 Notice of the First Party attached at Schedule 1.

12.2 For complete details of the collection, processing, storage, and retention of personal data, the purpose(s) for which personal data is used, the Other Party's and any third party's purposes 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 Notice of the First Party attached at Schedule 1.

12.3 All personal data transferred to the Other Party under this Agreement shall be subject to the Data Sharing Agreement attached to this Agreement.]

12.3 All personal data transferred to the Other Party under this Agreement shall be subject to the Data Sharing Agreement attached to this Agreement.]

13. **[Data Processing**

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

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

14. **Relationship of the Parties**

14.1 The relationship of the Parties under this Agreement shall be that of agent and principal. Nothing in this Agreement shall be construed to place the Parties in the relationship of partner, employee, or joint venturers.

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14.2 Neither Party shall be obligated to obligate or bind the other in any manner whatsoever.

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15. **Nature of the Agreement**

15.1 The Agent shall not be liable for any charge (otherwise than by floating charge) [or sub-licence] or sub-contract or otherwise delegate its obligations hereunder, except with the written consent of the Principal, which consent shall not be unreasonably withheld.

15.1 The Agent shall not be liable for any charge (otherwise than by floating charge) [or sub-licence] or sub-contract or otherwise delegate its obligations hereunder, except with the written consent of the Principal, which consent shall not be unreasonably withheld.

15.2 This Agreement constitutes the entire agreement between the Parties and shall supersede and extinguish all other agreements, promises, assurances, warranties, representations, and findings between them, whether written or oral, relating to the subject matter hereof.

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15.3 [Each Party agrees representation, as negligently) that is r

edies in respect of any statement, (whether made innocently or ent.)

15.4 This Agreement ma by the duly authoris

by an instrument in writing signed Parties.

15.5 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 same or any other provision.

15.6 No person other permitted assignees

greement, their successors and enforce any of its terms.

16. Severance

The Parties agree that, i Agreement is found to be provisions shall be deemed remainder of this Agree

r more of the provisions of this erwise unenforceable, that / those remainder of this Agreement. The rceable.

17. Notices

17.1 All notices under th if signed by, or on notice.

writing and be deemed duly given sed officer of the Party giving the

17.2 Notices shall be de

given:

17.2.1 when delive registered m

ier or other messenger (including ss hours of the recipient; or

17.2.2 if transmitt transmission

e first business day following

17.2.3 on the [sec first class po

ving mailing, if mailed by prepaid

In each case notice address notified to t

the most recent address or e-mail

18. Law and Jurisdiction

18.1 This Agreement (inc therefrom or assoc accordance with, th

ual matters and obligations arising e governed by, and construed in ales.

18.2 The Parties irrevoc claim arising out of contractual matters shall fall within the e

oute, controversy, proceedings or is Agreement (including any non- herefrom or associated therewith) e courts of England and Wales.

IN WITNESS WHEREOF this Ag before written

executed the day and year first

SIGNED by

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<<Name of person signing for Prin

<<Title of person, e.g. Director, sig

for and on behalf of <<Principal's N

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

SIGNED by

<<Name of person signing for Age

<Title of person, e.g. Director, sig

for and on behalf of <<Agent's Na

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

S

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**Products**

<<Insert full and precise details of (thereof) to be sold by the Agent.  
"Products" may include software b (physical medium)>>

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**Commission**

<insert details of basis for calculation> a sum equal to <<insert figure>>  
percentage of the Net Sales Value

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**Agent's Sales Targets**

<<Insert details of any and all sales targets and the period to which target applies, e.g.

must meet, including length of

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**Each Party's Privacy Notice**

<<Attach a copy of each Party's P

to in sub-Clause 12.2>>

