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SALES AGENCY AGREEMENT (ON ON TERMINATION)

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**THIS AGREEMENT** is made the

**BETWEEN:**

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

**WHEREAS:**

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

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"Confidential Information"** means information relating to the business, affairs, or suppliers of either Party, which is disclosed by that Party to the other Party, in writing or orally or in any other manner, whether or not the information is marked as confidential or marked as

**"Connected Persons"** means persons connected with a Party as given to that expression by the Income Tax Act 2010;

**"Data Protection Legislation"** means all legislation and other regulatory provisions in time to time in force governing the collection, holding, and processing of personal data, but not limited to, the Data Protection Act 2018 or any successor legislation, Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) and any other EU regulation relating to privacy and data protection (for so long as EU law has legal

**“Intellectual Property Rights”**

**“Net Sales Value”**

**“Products”**

**“the Regulations”**

**“Term”**

**“Territory”**

1.2 Unless the context

1.2.1 “writing”, and  
communication

1.2.2 a statute or  
extended or

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

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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,  
trade marks and service marks,  
database rights, know-how, trade  
designs and inventions, goodwill;

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;

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

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  
ncipal to the Agent] OR [agreed  
n writing between the Principal

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

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

ication, either all or defined part(s)

n reference in this Agreement to:

on, includes a reference to any  
or similar means;

is a reference to it as amended,  
time;

- 1.2.3 "this Agreement" means this Agreement and each of the Schedules attached to it at the relevant time;
- 1.2.4 a Schedule means a Schedule to this Agreement;
- 1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than this Clause or Paragraph) of the relevant Schedule;
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 References to either gender shall include any other gender.
- 1.5 Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.

## 2. Appointment of Agent

### EITHER

- [2.1] The Principal hereby appoints the Agent as its sole agent, and the Agent hereby agrees to act as such.
- 2.2 The Principal may not appoint any other agent for the sale of Products in the Territory during the Term [but may not appoint] a distributor or distributors for the sale of Products in the Territory during the Term.
- 2.3 The Principal may not make sales of Products to customers in the Territory during the Term [but may accept unsolicited orders] [subject to the provisions of sub-Clause 6.2].

### OR

- [2.1] The Principal hereby appoints the Agent as its exclusive agent and the Agent hereby agrees to act as such.
- 2.2 The Principal may not appoint any other agent [or distributor] for the sale [or resale] of Products in the Territory during the Term.
- 2.3 The Principal may not make sales of the Products to customers in the Territory during the Term [but the principal may make sales of the Products to any customer where [either] [it has not solicited those sales] [or] [it has not made any sales of any of the Products to that customer in the Territory during the Term] [subject to the provisions of sub-Clause 6.2].]

### OR

- [2.1] The Principal hereby appoints the Agent as its non-exclusive agent, and the Agent hereby agrees to act as such.
- 2.2 The Principal may appoint one or more agents for the sale of Products in the Territory from time to time during the Term [and may appoint][but may not appoint] a distributor or distributors for the resale of Products in the Territory during the Term.
- 2.3 The Principal may not make sales of Products to customers in the Territory during the Term [but may accept unsolicited orders] [subject to the provisions of sub-Clause 6.2].]

### EITHER

- [solicit and/or make sales of Products to customers in the Territory]

OR

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

[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.

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

[2.6 The Agent shall not sell or offer for sale Products nor solicit any orders for the Products outside the Territory]

### 3. Agent's Obligations and Responsibilities

3.1 The Agent shall use its [reasonable] OR [best] endeavours to find and obtain orders for the Products, and shall be authorised to negotiate and enter into contracts for the sale of the Products on behalf of and on behalf of the Principal.

3.2 The Agent shall in all communications with the Principal describe itself as [a "Sole Agent"] OR [an "Agent"] for <<Principal>> and not otherwise.

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 set out in the Price List from time to time in force for the Territory (which may be), 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 marked as being the property of the Principal]].

3.5 The Principal shall have the right to alter the price and/or range of Products at any time, without notice, or to discontinue any of the Products at any time, without notice, upon giving notice in writing to the Agent.

3.6 The Agent shall:

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

3.6.2 [maintain sufficient stock of the Products on its premises to meet orders promptly and shall 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 sales of the Products and shall supply the Principal to fulfil all such orders;

3.6.4 maintain complete and accurate records of the Products made under this Agreement [and shall supply the Principal with a copy 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 and]

3.6.6 comply with all other obligations given by the Principal.

- 3.7 The Agent shall (and shall ensure) 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 [adequate] [adequate storage and sales premises for the Products and] [adequate storage and sales other facilities [and personnel] for the proper performance of its duties under this Agreement];
  - 3.7.4 obtaining all permits and approvals which are necessary or required of the Products in the Territory and for complying with laws and regulations relating thereto and to its administration (other than those laws or regulations relating to method of manufacture, packaging and labelling for which the Principal shall be responsible);
- 3.8 [The Agent shall in accordance with the Agreement, collect the proceeds of the sale of the Products pursuant to this Agreement, collect the proceeds of such sales on behalf of the Principal, keep a separate bank account [as trustee for the Principal], and account for in accordance with sub-Clause 6.3.1.]
- 3.9 [The Agent shall take no such action without the request to seek to do so in the Territory or to assist the Principal in such action, but not to take any such action without the Principal's instructions.]
- 3.10 The Agent shall provide the Principal with a list of:
- 3.10.1 any complaints received by the Agent concerning the Products which is referred to the Principal;
  - 3.10.2 any matters in relation to the manufacture, sale, use or development of the Products within [or outside] the Territory;
  - 3.10.3 all applicable laws in the Territory concerning the Products [and]; and]
  - 3.10.4 [all orders for the Products from customers outside the Territory]
- 3.11 The Agent shall not:
- 3.11.1 [make any use of the Products without the Principal's express consent];
  - 3.11.2 [alter, remove, or otherwise modify the marks, trademarks, logos, numbers or other means of identification of the Products or the packaging of the Products with respect to, or in relation to, any of the Products;]
  - 3.11.3 [place any trademark of its own on the Products or any packaging or other material in connection therewith;]
  - 3.11.4 [use any advertising or selling materials in relation to the Products except those [approved] by the Principal;]

- 3.11.5 [make any representations, or guarantees in relation to the Products with the consent of the Principal;]
- 3.11.6 do anything which might harm the goodwill of the Principal in relation to the Products or any trade marks used in connection therewith; or
- 3.11.7 [be concerned in the sale or promotion of any Product or Term which compete with, or are similar to, the Principal's Products or Terms]

#### 4. Intellectual Property

- 4.1 The Agent shall protect the Intellectual Property Rights of the Principal of:
- 4.1.1 any actual, or alleged, infringement in the Territory of the Principal of which the Agent becomes aware;
- 4.1.2 any claim brought against the Agent in the Territory in which it becomes aware that the Agent's Products in the Territory infringes the Intellectual Property Rights of any other person.
- 4.2 The Agent shall, at the request and in the interest and expense of the Principal, do all such things as may be necessary to assist the Principal in taking or resisting any proceedings for infringement or claim so notified under sub-Clause 4.1.
- 4.3 Nothing in this Agreement shall deprive the Agent any rights in respect of any Intellectual Property Rights of the Principal on or in relation to the Products or the goodwill associated therewith, and the Agent hereby agrees to waive any such rights except as expressly provided in this Agreement in respect thereof and that all such rights shall remain vested in the Principal.
- 4.4 The Agent shall not use any trade marks or trade names so resembling the Principal's trade marks or trade names as to be likely to confuse or mislead.
- 4.5 The Agent shall not assign any Intellectual Property Rights in respect of any of the Principal's Intellectual Property Rights without the Principal's express consent.
- 4.6 The Agent shall, at the request and in the interest and expense of the Principal, take all such steps as the Principal may reasonably require to protect the Principal in maintaining the validity and enforcement of the Principal's Intellectual Property Rights belonging to the Principal during the term of this Agreement [provided that the Principal shall indemnify the Agent against all costs, claims, damages, and expenses incurred in connection with such steps].
- 4.7 Without prejudice to the above, the Agent shall not do anything which might invalidate or prejudice the Principal's Intellectual Property Rights of the Principal and shall not assist any third party to challenge the validity of any Intellectual Property Rights belonging to the Principal, the Agent shall not do any act which would or might invalidate or prejudice the Principal's Intellectual Property Rights of the Principal and shall not assist any third party to omit to do any act which might invalidate or prejudice the Principal's Intellectual Property Rights of the Principal or character.
- 4.8 [The Agent shall indemnify the Principal against any loss or liability which may be incurred by the Principal in connection with any use by the Agent of the Principal's Intellectual Property Rights belonging to the Principal otherwise than under this Agreement.]

## 5. Principal's Obligations

The Principal shall:

- 5.1 act dutifully and in accordance with the instructions and dealings with the Agent;
- 5.2 at its own expense supply the Agent with such samples, catalogues, advertising, promotional materials, information, and any other documentation needed for the promotion of promoting sales of the Products in the Territory;
- 5.3 give [reasonable] assistance to the Agent if the Principal anticipates that the volume of sales will be greater than that which the Agent could normally have expected to achieve against the sales targets set out in Schedule 3 according to the Agent's best efforts;
- 5.4 inform the Agent of any 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, insurance and delivery to the Agent];]
- 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 sale effected by any refusal or failure of the Principal to fulfil the 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 acting as the Principal's agent with reasonable care and skill and carrying out the duties of the Agent's authority under this Agreement;
  - 5.7.4 damage to or destruction of the Agent's property or personal injury arising from any fault or defect in the Products and any relationship of the Products and any expenses arising out of or in connection with the Products to the extent that the liability arises from the actions of the Agent.

## 6. Financial Provisions

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



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- 6.1.3 [the Agent h  
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- 6.5 The Agent shall  
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be shared equitab
- 6.6 Each Party shall k  
the Products made  
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- third party as a customer for the  
ncipal of the same kind; [or]
- sole agent or an exclusive agent  
ale has been concluded with a  
agent or distributor of the Principal  
does not permit the Principal to  
g the Term.]
- a commission equal to <insert  
of all Products sold directly by the  
in the Territory pursuant to sub-
- each calendar month:
- Principal a statement showing the  
of all Products sold by the Agent  
the commission thereon to which  
sub-Clause 6.1 [and enclose with  
commission and a remittance for  
ess that commission payable];
- the Agent a statement of the  
n that calendar month to which the  
sub-Clause 6.1] **OR** [sub-Clauses  
shall set out the main components  
of commission due; and
- Agent all sums due under [sub-  
6.1 and 6.2] as shown in the  
er sub-Clauses 6.3.1 and 6.3.2 of  
sum as the Agent has deducted as  
lue remitted by it pursuant to sub-
- n sales of the Products within the  
terminated or expires if:
- to the Agent's efforts during the
- third party whom the Agent has  
pal as a customer for transactions  
kind and the order for the sale  
nt before the date of termination or
- mission on sales generated by a  
nder sub-Clause 6.4.2, have been  
y of the agreement between the  
for any such sales as are partly  
y such case the commission shall  
d the former agent].
- d accurate accounts of all sales of  
ll permit the other Party or its duly  
ch records and accounts and take

6.7 All sums payable (or other applicable) otherwise included or similar deduction net of that deduction

6.8 [Subject to sub-C  
Agent by virtue of the  
paid by the customer

6.9 If the customer has Principal, the com customer would oth

## 7. Confidentiality

7.1 Each Party under Party, it shall, at a <<insert period>>

7.1.1 [use reason  
Information;

7.1.2 not disclose

7.1.3 not use any  
contemplate

7.1.4 not make any  
any Confidential

7.1.5 ensure that advisers do not provide advice of the provision

7.2 Either Party may:

7.2.1 disclose any

7.2.1.1 any s  
is the

7.2.1.2 any g

7.2.1.3 any  
afore

to such extent as may be required by this Agreement. The Party first in the Information body and of any such undertaking in terms of this Agreement and to use the same and

7.2.2 use any Confidential Information for the benefit of any other person

7.2.2.1 it is a

be exclusive of any value added tax  
be added to the sum in question or  
ion. Where any withholding of tax  
, the sum in question shall be paid  
be provided against any payment.

which becomes payable to the  
able only when the price has been  
ts.

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

authorised in writing by the other  
 in furtherance of this Agreement and [for  
 expiry:

Keep confidential all Confidential

tion to any other person;

for any purpose other than as  
terms of this Agreement;

y way, or part with possession of,

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

to:

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

authority or regulatory body; or

f that Party or of any of the

for the purposes contemplated by  
y, and in each case subject to that  
h question that the Confidential  
pt where the disclosure is to any  
above or any employee or officer  
mitting to the other Party a written  
ion, as nearly as practicable in the  
onfidential Information confidential  
for which the disclosure is made;

any purpose, or disclose it to any

ment, or at any time after that date

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through no fault of that Party,  
that Party does not disclose any part  
on which is not public knowledge;

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

## 8. Force Majeure

- 8.1 For the purposes of this Agreement, any delay in performance by either Party, any delay in performance by either Party, or any non-performance by either Party, shall be deemed to be a Force Majeure event if the delay or non-performance is caused by a Force Majeure event of which the Party has notified the other Party in writing within the time specified in the Agreement. The delay or non-performance affected shall be excused.
- 8.2 Neither Party shall be liable to the other Party for any delay in performance or the non-performance of its obligations under this Agreement to the extent that the delay or non-performance is caused by a Force Majeure event of which it has notified the other Party in writing within the time specified in the Agreement. The delay or non-performance affected shall be excused.
- 8.3 If the performance of any of its obligations under this Agreement is prevented by a Force Majeure for a continuous period of <<insert number>>[months], [the Parties shall enter into bona fide discussions to alleviate its effects, or to agreeing upon such alternative arrangements that may be fair and reasonable] AND/OR [the other Party shall terminate this Agreement by giving <<insert number>> written notice to the Party whose performance is so affected].

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

in breach of this Agreement or  
any delay in performance or the  
under this Agreement to the extent  
to any Force Majeure of which it  
performance of any obligation so

any of its obligations under this  
Force Majeure for a continuous period  
[months], [the Parties shall enter  
alleviating its effects, or to agreeing  
may be fair and reasonable] AND/OR  
terminate this Agreement by giving  
written notice to the Party whose  
provisions of Clause 10].

## 9. Term and Termination

- 9.1 The Term of this Agreement shall commence on <<insert date>> and shall expire on <<insert date>> (the "Term").
- 9.2 In the event that the Term expires on a date after the Expiration Date, the Term shall be deemed to be converted into an agency contract for an indefinite period.
- 9.3 In the event that the Term expires on a date after the Expiration Date, the Term shall be deemed to be converted into an agency contract for an indefinite period.
- 9.3.1 1 calendar month after the Expiration Date;
- 9.3.2 2 calendar months after the Expiration Date, where the second year of the Term has commenced;
- 9.3.3 3 calendar months after the Expiration Date, where the third year of the Term has commenced;
- 9.4 Subject to the provisions of this Agreement, either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
  - 9.4.1 any sum owed by the other Party under any of the provisions of this Agreement has not been paid within <<insert period>> of the due date of payment;

nce on <<insert date>> and shall  
Date").

forming their respective obligations  
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t subject to the provisions of sub-  
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ne other Party if:

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ot paid within <<insert period>>  
yment;

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9.4.2 that other Party in breach of any of the provisions of this Agreement is capable of remedy, fails to remedy it within <<insert relevant length of period>> days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;

9.4.3 an encumbrance (where the relevant Party is a company) and/or any of the property or assets of that other Party;

9.4.4 that other Party is or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 that other Party (or firm) has a bankruptcy order made against it (or a company) goes into liquidation (or administration or re-construction and in such a manner as to result in it effectively agreeing to be bound by the provisions imposed on that other Party under this Agreement);

9.4.6 anything and/or the foregoing under the law of any jurisdiction other than that of the other Party;

9.4.7 that other Party ceases to carry on business; or

9.4.8 control of the other Party is exercised by any person or connected with any other party on the date of this Agreement.

9.5 [The Principal may terminate this Agreement by giving written notice to the Agent within any <<insert relevant length of period>> to meet the requirements of the Regulations.]

9.6 For the purposes of the Regulations, a breach shall be considered capable of remedy if the Principal is not in breach with the provision in question in all respects other than those relating to performance of the Agreement (provided that the time for performance of the Agreement is of the essence).

9.7 The rights to terminate the Agreement given by this Clause 9 shall not be prejudiced by any other rights of the other Party in respect of the breach concerned (if any).

## 10. Post-Termination Compensation

10.1 This Clause 10 shall apply (but not otherwise).

10.2 In the event of termination of the Agreement provided for by the Regulations, the Agent shall not be entitled to an indemnity as provided for by the Regulations. The default position shall be that the Agent shall be entitled to compensation.

10.3 The Agent must inform the Principal of his intention to pursue his entitlement to compensation within the time limit for the termination of this Agreement. Failure to do so shall void the Agent's entitlement to compensation.

## 11. Exclusion of Compensation

No compensation shall be payable where:

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is hereunder, or sub-contract or  
hereunder, except with the written  
to be unreasonably withheld.

15.2 This Agreement o  
supersedes and  
assurances, warra  
whether written or

reement between the Parties and  
previous agreements, promises,  
and understandings between them,  
ct matter.

15.3 [Each Party agre  
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or negligently) tha

no remedies in respect of any  
arranty (whether made innocently  
reement.)

15.4 This Agreement  
signed by the duly

cept by an instrument in writing  
es of the Parties.

15.5 No failure or dela  
Agreement shall b  
either Party of a b  
to be a waiver of a

rcising any of its rights under this  
er of that right, and no waiver by  
f this Agreement shall be deemed  
f the same or any other provision.

15.6 No person other  
permitted assignee

agreement, their successors and  
o enforce any of its terms.

## 16. Severance

The Parties agree that, i  
Agreement is found to be  
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## 17. Notices

17.1 All notices under  
given if signed by,  
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authorised officer of the Party giving

17.2 Notices shall be d

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17.2.3 on the [sec  
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In each case notice  
address notified to t

the most recent address or e-mail

## 18. Law and Jurisdiction

18.1 This Agreement  
arising therefrom  
construed in accor

tractual matters and obligations  
th) shall be governed by, and  
England and Wales.

18.2 The Parties irrev  
claim arising out o

pute, controversy, proceedings or  
his Agreement (including any non-

contractual matter (arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

arising therefrom or associated jurisdiction of the courts of England

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written

executed the day and year first

SIGNED by

<<Name of person signing for Principal>>

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

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

[In the presence of

<<Name & Address of Witness>>]

SIGNED by

<<Name of person signing for Agent>>

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

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

[In the presence of

<<Name & Address of Witness>>]

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**Products**

<<Insert full and precise details of (thereof) to be sold by the Agent.  
"Products" may include software b nysical 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 the Agent must meet, including length of period to which target applies, e.g.

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A

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**Each Party's Privacy Notice**

<<Attach a copy of each Party's P

to in sub-Clause 12.2>>

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