

#### THIS AGREEMENT is made the

#### **BETWEEN:**

- (1) <<Name of Principal>> [a number <<Company Regis</li>
   <insert Address>> ("the P
- (2) <<Name of Agent>> [a c number <<Company Regis <<insert Address>> ("the A

#### WHEREAS:

- (1) The Principal [manufacture of this Agreement.
- (2) The Agent wishes to be a exclusive] agent for the pro

#### IT IS AGREED as follows:

#### 1. Definitions and Interpreta

1.1 In this Agreemer expressions have

#### "Confidential Informatio

"Connected Persons"

"Data Protection Legisla



<Country of Registration>> under
e registered office is at] OR [of]

<Country of Registration>> under e registered office is at] OR [of]

f] Products detailed in Schedule 1

al's [sole] **OR** [exclusive] **OR** [non-roducts in the Territory.

otherwise requires, the following

to the business, affairs, or suppliers of either Party, is disclosed by that Party to the ant to, or in connection with, this her orally or in writing or any other ther or not the information is b be confidential or marked as

given to that expression by e Corporation Tax Act 2010;

all legislation and other regulatory n time to time in force governing ding, and processing of personal but not limited to, the Data 18 or any successor legislation, ation 2016/679 General Data lation (GDPR) and any other EU regulation relating to privacy n (for so long as EU law has legal

"Intellectual Property Ri

"Net Sales Value"

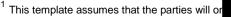
"Products"

"the Regulations"

"Term"

"Territory"

- 1.2 Unless the contex
  - "writing", an 1.2.1 communicat
  - 1.2.2 a statute or extended or



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

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

ame or similar effect or nature as agraphs (a) and (b) which now or subsist: and

for past infringements of any of

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

lar products listed in Schedule 1 e type(s) referred to in Schedule tured or sold by or for the ny other][similar][the same] tured or] sold by or for the e [notified from time to time in cipal to the Agent] **OR** [agreed] n writing between the Principal

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

the agency and of this ined in Clause 9; and

cation, either all or defined part(s)

h reference in this Agreement to:

on, includes a reference to any or similar means:

is a reference to it as amended,

- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings use have no effect upo
- 1.4 References to eith
- 1.5 Unless the contex plural and in the p

# 2. Appointment of Agent EITHER

- [2.1 The Principal here hereby agrees to ac
- 2.2 The Principal may r Territory during the or distributors for th
- 2.3 The Principal may during the Term [b provisions of sub-Cl

#### OR

- [2.1 The Principal hereb hereby agrees to ac
- 2.2 The Principal may resale] of Products
- 2.3 The Principal may in the Territory during Products to any cu those sales] [or] [it is to that customer in ]

### OR

- [2.1 The Principal hereb Agent hereby agree
- 2.2 The Principal may a in the Territory from not appoint] a dist Territory during the
- 2.3 The Principal may EITHER

[solicit and/or make









this Agreement and each of the need at the relevant time;

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

e for convenience only and shall s Agreement.

ny other gender.

ds in the singular shall include the gular.

as its sole agent, and the Agent

ent for the sale of Products in the [but may not appoint] a distributor e Territory during the Term.

ucts to customers in the Territory unsolicited orders] [subject to the

its exclusive agent and the Agent

ent [or distributor] for the sale [or Term.

s of the Products to customers in rincipal 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].

its non-exclusive agent, and the

er agents for the sale of Products Term [and may appoint][but may or the resale of Products in the

customers in the Territory]

rmination).

#### OR

[make sales of the l to unsolicited orders

[subject to the provi

- 2.4 The above appoint Products in the Ter subject to the terms
- 2.5 The Agent shall at dealings with and o
- [2.6 The Agent shall no Products outside th

#### 3. Agent's Obligations and

- 3.1 The Agent shall u find and obtain on negotiate and ent of and on behalf o
- 3.2 The Agent shall ir "Sole Agent"] **OR** and not otherwise.
- 3.3 All sales of the F conditions as the equivalent to the I wholesale or retai other deductions a
- 3.4 Title in and to the shall ensure that conditions approv the Principal].
- 3.5 The Principal sha range of Products same, upon giving
- 3.6 The Agent shall:
  - 3.6.1 [fulfil the sal
  - 3.6.2 [maintain su orders prom behalf of the
  - 3.6.3 keep the P volumes of s
  - 3.6.4 maintain cor Agreement shall supply
  - 3.6.5 [maintain a in the Territo with an up-te
  - 3.6.6 comply with











the Territory but only in response

be for the promotion and sale of ehalf of the Principal and shall be greement.

d in good faith in all relations and

ducts nor solicit any orders for the

sonable] **OR** [best] endeavours to ucts, and shall be authorised to sales of the Products in the name ior reference to the Principal.

the Products describe itself as [a **DR** [an "Agent"] for <<Principal>>

hall be made on such terms and from time to time, and at prices list from time to time in force for be), subject to such discounts or time to time allow.

pass to the Agent [and the Agent rately stored on its premises [in marked as being the property of

to time to alter the price and/or ement, or discontinue any of the ice notice in writing to the Agent.

edule 3;]

roducts on its premises to meet ith each order which it accepts on

f all actual sales and expected Principal to fulfil all such orders;

s of the Products made under this and advertise the Products] and upon reasonable request; [and]

tential customers for the Products on request to supply the Principal nd]

s given by the Principal.

rmination).

- 3.7 The Agent shall (a
  - 3.7.1 promoting a as the Princ the Principal
  - 3.7.2 [insuring the
  - 3.7.3 maintaining premises for necessary f Agreement];
  - 3.7.4 obtaining all necessary o for complyin and to its a regulations and labellin responsible)
- 3.8 [The Agent shall is Agreement, collect the Principal, keep Principal], and acco 6.3.1.]
- 3.9 [The Agent shall ta request to seek to a Territory or to assis such action without
- 3.10 The Agent shall pro
  - 3.10.1 any compla received by
  - 3.10.2 any matters use or deve [and]
  - 3.10.3 all applicab Products of
  - 3.10.4 [all orders outside the
- 3.11 The Agent shall not
  - 3.11.1 [make any express con
  - 3.11.2 [alter, removor other mean Products with Products;]
  - 3.11.3 [place any t packaging o
  - 3.11.4 [use any ad Products ex













[appr

se) be responsible for:

cts in the Territory to such extent uire and in a manner approved by

gent's premises;]

and] [adequate storage and sales other facilities [and personnel] mance of its duties under this

permits and approvals which are f the Products in the Territory and s and regulations relating thereto ement (other than those laws or ethod of manufacture, packaging r which the Principal shall be

s of the Products pursuant to this espect of such sales on behalf of ank account [as trustee for the for in accordance with sub-Clause

Principal may from time to time the Principal by customers in the such action, but not to take any uctions.]

l of:

concerning the Products which is

relation to the manufacture, sale, within [or outside] the Territory;

in the Territory concerning the .][; and]

g the Products from customers

Products without the Principal's

arks, trademarks, logos, numbers e Products or the packaging of the s to, or in relation to, any of the

of its own on the Products or any connection therewith;]

selling materials in relation to the [approved] by the Principal;]



- 3.11.5 [make any r Products wit
- 3.11.6 do anything to the Produ therewith; or
- 3.11.7 [be concern promotion c similar to, th

### 4. Intellectual Property

- 4.1 The Agent shall pr
  - 4.1.1 any actual, any Intellect becomes aw
  - 4.1.2 any claim t importation Intellectual F
- 4.2 The Agent shall, things as may be resisting any proc under sub-Clause
- 4.3 Nothing in this Ag Intellectual Proper Products or the F the Agent hereby Agreement, it shal rights and goodwil
- 4.4 The Agent shall n resembling the P confuse or mislead
- 4.5 The Agent shall respect of any of t
- 4.6 The Agent shall, a Principal may rea validity and enford Principal during Principal shall ind expenses or other
- 4.7 Without prejudice validity of any In Agent shall not do might invalidate or Principal and shal which, by its omiss
- 4.8 [The Agent shall in which may be incu any use by the A Principal otherwise













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

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

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

e Principal of:

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

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

ense of the Principal, do all such assist the Principal in taking or y infringement or claim so notified

Agent any rights in respect of any ne Principal on or in relation to the oodwill associated therewith, and ept as expressly provided in this n respect thereof and that all such ested in the Principal.

ny trade marks or trade names so r trade names as to be likely to

y Intellectual Property Rights in Principal's express consent.

incipal, take all such steps as the t the Principal in maintaining the I Property Rights belonging to the s Agreement [provided that the inst all costs, claims, damages, in connection with such steps].

or any third party to challenge the s belonging to the Principal, the arty to do any act which would or Intellectual Property Rights of the ny third party to omit to do any act ct or character.

om and against any loss or liability elation to third parties by reason of Property Rights belonging to the nder this Agreement.]

rmination).

#### 5. **Principal's Obligations**

The Principal shall:

- 5.1 act dutifully and in
- 5.2 at its own expended advertising, promotion documentation ne in the Territory;
- 5.3 give [reasonable] the volume of sale normally have ex Schedule 3 accord
- 5.4 inform the Agent non-fulfilment of, entered into on b non-fulfilment];
- 5.5 [supply the Agent w from time to time [a and insurance of su
- 5.6 not have any oblig Products entered in Agreement, but the any commission on the Principal to fulfil
- 5.7 indemnify the Agen
  - 5.7.1 its being hel
  - 5.7.2 the Agent e the Principa
  - 5.7.3 the Agent of skill and car Agreement;
  - 5.7.4 damage to defect in th reasonable connection as a result d

#### 6. Financial Provisions

- 6.1 In consideration c Principal shall pa respect of Production where:
  - 6.1.1 the sale has
  - 6.1.2 the sale is co or distributor









and dealings with the Agent;

with such samples, catalogues, rials, information, and any other of promoting sales of the Products

nt if the Principal anticipates that er than that which the Agent could ist the sales targets set out in

od of its refusal to fulfil, or of any of Products which the Agent has nd the reason for such refusal or

oducts as the Parties may agree aring the cost and risk of transport, ery to the Agent];]

ulfil any contract for the sale of alf of the Principal pursuant to this f the terms of Clause 6 to be paid fected by any refusal or failure of

ch it may incur by reason of:

gent; or

the sale of Products on behalf of ent; or

Principal's agent with reasonable of the Agent's authority under this

hal injury arising from any fault or inship of the Products and any and expenses arising out of or in the extent that the liability arises of the Agent.

ken by the Agent hereunder, the n as specified in Schedule 2 in al to a customer in the Territory

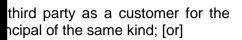
ult of the Agent's actions; [or]

h by the Principal or another agent ird party in the Territory where the

Agent has p Principal for

- 6.1.3 [the Agent h under this customer in during the T appoint that
- 6.2 [The Principal s percentage>>% o Principal during t Clause 2.3.]
- 6.3 Within <<insert pe
  - 6.3.1 the Age amount during t the Age the state that amo
  - 6.3.2 the Prii commis Agent is 6.1 and used in
  - 6.3.3 the Prin Clause stateme commis commis Clause
- 6.4 The Agent will be Territory conclude
  - 6.4.1 that sal Term of
  - 6.4.2 that sal previous with the reached expiry.
- 6.5 The Agent shall former agent (incl concluded after t Principal and the attributable to the be shared equitab
- 6.6 Each Party shall k the Products made appointed represe copies thereof at a





sole agent or an exclusive agent le has been concluded with a agent or distributor of the Principal does not permit the Principal to g the Term.]

commission equal to <insert f all Products sold directly by the in the Territory pursuant to sub-

ach calendar month:

rincipal 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 h that calendar month to which the ub-Clause 6.1] **OR** [sub-Clauses shall set out the main components commission due; and

Agent all sums due under [sub-6.1 and 6.2] as shown in the r 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

hission on sales generated by a nder sub-Clause 6.4.2, have been of the agreement between the for any such sales as are partly y such case the commission shall the former agent].

d accurate accounts of all sales of Il 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-0 Agent by virtue of th paid by the custome
- 6.9 If the customer has Principal, the comr customer would oth

#### 7. Confidentiality

- 7.1 Each Party under Party, it shall, at a <<insert period>>
  - 7.1.1 [use reasor Information;
  - 7.1.2 not disclose
  - 7.1.3 not use any contemplate
  - 7.1.4 not make ar any Confider
  - 7.1.5 ensure that advisers doe of the provis

#### 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 externation Party first in Information such body a of any such undertaking terms of this and to use in and

- 7.2.2 use any Cor other persor
  - 7.2.2.1 it is a











to: of that Party, or, where that Party or prospective customers;

thority or regulatory body; or

that Party or of any of the

for the purposes contemplated by v, and in each case subject to that n 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 pnfidential Information confidential for which the disclosure is made;

any purpose, or disclose it to any

nent, or at any time after that date

rmination).

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

uthorised in writing by the other nuance of this Agreement and [for xpiry:

eep confidential all Confidential

tion to any other person;

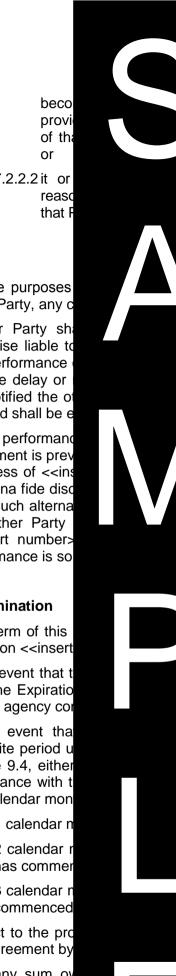
, 7.1.2, 7.1.3 or 7.1.4.

n for any purpose other than as rms of this Agreement;

y way, or part with possession of,

officers, employees, agents, or

by that Party, would be a breach



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

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

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

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

any of its obligations under this e Majeure for a continuous period [months], [the Parties shall enter leviating its effects, or to agreeing av be fair and reasonable AND/OR ninate this Agreement by giving itten notice to the Party whose rovisions of Clause 10].

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

brming their respective obligations shall be deemed to be converted riod.

mes an agency contract for an t subject to the provisions of subis Agreement by written notice in ds (each to coincide with the end

ing the first year of the Term;

here the second year of the Term

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

her Party may forthwith terminate he other Party if:

at other Party under any of the ot paid within <<insert period>> ment:

rmination).

7.2.2.2 it or

#### **Force Majeure** 8.

- For the purposes 8.1 either Party, any d
- 8.2 Neither Party sh otherwise liable to non-performance that the delay or has notified the of affected shall be e
- 8.3 If the performand Agreement is prev in excess of <<ins into bona fide disc upon such alterna Ithe other Partv <<insert number> performance is so

#### 9. **Term and Termination**

- 9.1 The Term of this expire on <<insert
- 9.2 In the event that t after the Expiratio into an agency cor
- 9.3 In the event that indefinite period u Clause 9.4, either accordance with t of a calendar mon
  - 9.3.1 1 calendar n
  - 9.3.2 2 calendar r has commer
  - 9.3.3 3 calendar n commenced
- 9.4 Subject to the pro this Agreement by
  - any sum ov 9.4.1 provisions d business da

- 9.4.2 that other P this Agreem it within << notice givin remedied;
- 9.4.3 an encumbr company) a that other Pa
- 9.4.4 that other F creditors or order (within

9.4.5 that other P made again (except for such a mani to be bound under this A

- 9.4.6 anything an jurisdiction of
- 9.4.7 that other Pa
- 9.4.8 control of th Persons not Agreement.
- 9.5 [The Principal management of the Agement of the
- 9.6 For the purposes of remedy if the P all respects other for performance of
- 9.7 The rights to terr prejudice any othe concerned (if any)

## 10. Post-Termination Compe

- 10.1 This Clause 10 sh not otherwise).
- 10.2 In the event of tern provided for by Re apply and the Age
- 10.3 The Agent must inf to compensation wi to do so shall void a

## 11. Exclusion of Compensati

No compensation shall be

preach of any of the provisions of capable of remedy, fails to remedy s days after being given written breach and requiring it to be

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

ary arrangement with his or its mes subject to an administration vency Act 1986);

l or firm) has a bankruptcy order a company) goes into liquidation imation or re-construction and in ulting therefrom effectively agrees itions imposed on that other Party

foregoing under the law of any ther Party;

to cease, to carry on business; or

red by any person or connected other party on the date of this

his Agreement by giving written any <<insert relevant length of eriod.]

each shall be considered capable ly with the provision in question in rformance (provided that the time he essence).

given by this Clause 9 shall not her Party in respect of the breach

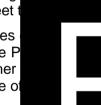
ent that the Regulations apply (but

not be entitled to an indemnity as lations. The default position shall npensation.

intention to pursue his entitlement ination of this Agreement. Failure ent to compensation.

where:

rmination).







- 11.1 The Principal has of the Agent which or
- 11.2 The Agent has justified:
  - 11.2.1 by circumsta
  - 11.2.2 on the gro consequenc continue his
- 11.3 The Agent, with the duties under this Ag

#### 12. [Data Protection

- 12.1 All personal inform will be collected, the Data Protection being, as the case and the rights und
- 12.2 For complete deta retention of perso which personal da the Other Party's personal data sha Privacy Notice of Party are attached
- 12.3 All personal data this Agreement sl Sharing Agreemen to this Agreement.

### 13. [Data Processing

All personal data to the Principal on bel in accordance with by the Parties on <<

### 14. Relationship of the Partie

- 14.1 The relationship of and principal. No Parties in the re venturers.
- 14.2 Neither Party shal manner whatsoev

### 15. Nature of the Agreement

15.1 The Agent shall n

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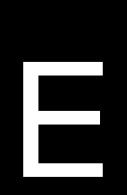












nt owing to any default on the part ate termination of this Agreement;

ent, unless such termination is

#### Principal; or

nity or illness of the Agent in annot reasonably be required to ement; or

t, has assigned their rights and

ne Principal ("First Party") may use accordance with the provisions of phts thereunder of the other party ent or the Principal ("Other Party") gislation of any third party.

bllection, processing, storage, and not limited to, the purpose(s) for is or bases for using it, details of its and how to exercise them, and he Other Party should refer to the spective Privacy Notices of each

Party with the Other Party under ance with the terms of the Data rties on <<insert date>> pursuant

ent on behalf of the Principal or by nis Agreement shall be processed rocessing Agreement entered into to this Agreement].]

Agreement shall be that of agent t shall be construed to place the employer and employee, or joint

to obligate or bind the other in any

charge (otherwise than by floating

charge) [or sub-l otherwise delegat consent of the Prir

- 15.2 This Agreement of supersedes and assurances, warra whether written or
- 15.3 [Each Party agrest statement, represt or negligently) that
- 15.4 This Agreement i signed by the duly
- 15.5 No failure or dela Agreement shall t either Party of a b to be a waiver of a
- 15.6 No person other permitted assigned

#### 16. Severance

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

#### 17. Notices

- 17.1 All notices under given if signed by, the notice.
- 17.2 Notices shall be d
  - 17.2.1 when delive registered m
  - 17.2.2 if transmitte transmissior
  - 17.2.3 on the [second first class po

In each case notice address notified to t

#### 18. Law and Jurisdiction

- 18.1 This Agreement arising therefrom construed in accor
- 18.2 The Parties irrevo claim arising out of

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

eement between the Parties and evious agreements, promises, nd understandings between them, ct matter.

no remedies in respect of any arranty (whether made innocently eement.]

cept by an instrument in writing es of the Parties.

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

greement, their successors and enforce any of its terms.

r more of the provisions of this rwise unenforceable, that / those nainder of this Agreement. The rceable.

e in writing and be deemed duly uthorised officer of the Party giving

given:

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

e first business day following

ving mailing, if mailed by prepaid

the most recent address or e-mail

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

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





contractual matte therewith) shall fa and Wales. S

rising therefrom or associated risdiction of the courts of England

executed the day and year first

before written

**IN WITNESS WHEREOF** this Ag

SIGNED by <<Name of person signing for Prin

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

for and on behalf of <<Principal's I

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

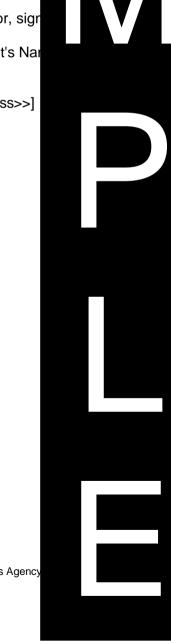
#### SIGNED by

<<Name of person signing for Age

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

for and on behalf of <<Agent's Nar

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



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Products <<Insert full and precise details o "Products" may include software b



thereof) to be sold by the Agent. hysical medium>>

**Commission** <insert details of basis for calcul percentage of the Net Sales Value

a sum equal to <<insert figure>>

Agent's Sales Targets

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

nt must meet, including length of

Each Party's Privacy Notice <<Attach a copy of each Party's P

to in sub-Clause 12.2>>