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<p><b>“Net Invoice Price”</b> means charged to the customer for the Products, the price actually charged to the customer therefor less:-  VAT or other applicable sales tax  in respect of transport or insurance  discounts, rebates, or returns in respect</p>	<p><b>“Products”</b> means the products listed in Schedule 1] OR [products of the kind [notified in writing between Principal and the Agent] as are [manufactured or] sold by [the Agent] or for the Principal as may be [notified in writing between Principal and the Agent] OR [agreed in writing between Principal and the Agent] and of [any other][similar][the same] kind [notified in writing between Principal and the Agent] OR [agreed in writing between Principal and the Agent];</p>	<p><b>“Quarter”</b> means any consecutive 3 calendar months commencing on the date of commencement of this Agreement and each subsequent consecutive 3 calendar months during the period of this Agreement or period ending on its termination;</p>	<p><b>“Restricted Information”</b> means information of a confidential nature in connection with the business or affairs of either party, any information disclosed by that party to the other party in connection with, this Agreement (whether orally or in writing, in any medium, and whether or not such information is intended to be confidential or marked as such);</p>	<p><b>“Territory”</b> means the territory of England and and/or Wales, or any part/s or area/s thereof; and</p>	<p><b>VAT</b> means Value Added Tax</p>	<p><b>“Year of this Agreement”</b> means any consecutive 12 calendar months commencing on the date of commencement of this Agreement and each subsequent consecutive 12 calendar months during the period of this Agreement</p>
<p>1.2 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>	<p>1.3 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>	<p>1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.</p>	<p>1.5 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>	<p>1.6 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>	<p>1.7 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>	<p>1.8 Any reference in this Agreement to a reference to any statute or provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended in force at the date of its interpretation.</p>

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

**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 appoint the Agent as its sole agent for the promotion or sale of Products in the Territory [but the Agent may not appoint] a distributor or distributors for the resale of Products in the Territory, in any such case during the period of this Agreement.

2.3 The Principal may appoint the Agent as its sole agent for the promotion or sale of any Products to a customer in the Territory during the period of this Agreement except that it may make such a sale where the customer was introduced to the Principal by the Agent pursuant to sub-Clause 2.2 above.]

**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 appoint the Agent as its exclusive agent for the promotion or sale of Products in the Territory and may not appoint a distributor for the resale of Products in the Territory, in any such case during the period of this Agreement.

2.3 The Principal may appoint the Agent as its exclusive agent for the promotion or sale of any Products to a customer in the Territory or promote any Products in the Territory, in any such case during the period of this Agreement, [it has not promoted any of the Products in the Territory] [and/or it has not made any sales of Products to that customer in the Territory].]

**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 the Agent as its non-exclusive agent for the promotion or sale of Products in the Territory [but the Agent may to time during the period of this Agreement [and may not appoint] a distributor or distributors for the resale of Products in the Territory, in any such case during the period of this Agreement.

2.3 The Principal may appoint the Agent as its non-exclusive agent for the promotion or sale of any Products to a customer in the Territory or promote any Products in the Territory, in any such case during the period of this Agreement, [it has not promoted any of the Products in the Territory] [and/or it has not made any sales of Products to that customer in the Territory].]

**EITHER**

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

**OR**

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

whether or not any such customer was introduced to the Principal by the Agent.]

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3.7.2 not describe the Products in the Territory other than as required by sub-Clause 3.7.1;

3.7.3 not hold itself out as an authorised agent of the Principal in any way; and

3.7.4 not do any act which may imply or possibly create the impression that it is an authorised agent of the Principal;

3.8 The Agent shall at all times during the term of this Agreement and/or any extension thereof (as necessary or advisable) obtain and maintain in the Territory and/or any extension thereof under this Agreement all necessary permits, and approvals which are required for the marketing, and sale of the Products and the Agent's duties and activities in the Territory and/or any extension thereof;

3.9 The Agent shall not make any changes in the laws and regulations in the Territory relating to the manufacture, sale or distribution of Products or relating to the nature, quality or method of manufacture of the Products and shall forthwith notify the Principal of any such changes that the Principal or any of the Agents are or may be affected by those laws or regulations.

3.10 The Agent shall make available to the Principal and prospective customers for the Territory and shall at the request of the Principal supply it with a list of those persons on that list.

3.11 The Agent shall from time to time keep the Principal fully informed of the Agent's promotional activities in respect of the Products and shall, within 30 days of the end of each quarter, provide the Principal with a detailed report of such activities (including a statement of its advertising expenditure during that Quarter, in the form which the Principal may require).

3.12 The Agent shall use all reasonable endeavours to keep the Principal informed of market conditions and opportunities for the sale of the Products in the Territory and the Principal's competitive position in the Territory and the activities of the Principal's competitors in the Territory.

3.13 The Agent shall provide the Principal with a list of:

3.13.1 any complaints received by the Principal concerning the Products which is outside] the Territory; and

3.13.2 any matters in relation to the manufacture, promotion, or development of the Products within the Territory [or outside] the Territory.

3.14 The Agent shall not:

3.14.1 pledge the credit of the Principal in any way;

3.14.2 use any advertising or selling materials in relation to the Products except as provided by the Principal;

3.14.3 engage in any activity which, in the opinion of the Principal is prejudicial to the marketing of the Products generally; or

3.14.4 be concerned with the manufacture, sale, promotion, marketing or importation of any goods which compete with [or are similar to] the Products in the Territory during the period of this Agreement, either directly or indirectly.

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**4. Sale of the Products**

- 4.1 All sales of the Products shall be made by the Principal at such prices and on such terms and conditions as the Principal in its absolute discretion may from time to time determine; and
  - 4.1.1 the Principal shall provide the Agent with copies of its price lists and other terms and conditions from time to time;
  - 4.1.2 the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal;
  - 4.1.3 the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal;
- 4.2 Unless otherwise agreed in writing, the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal.

Principal at such prices and on such terms and conditions as the Principal in its absolute discretion may from time to time determine; and

Principal shall provide the Agent with copies of its price lists and other terms and conditions from time to time;

the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal;

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the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal.

the Agent shall not be entitled to seek or receive payments in respect of any sales of the Products by the Principal.

**5. Intellectual Property**

- 5.1 The Agent shall protect and defend the Intellectual Property of the Principal of which the Agent becomes aware; and
  - 5.1.1 any actual, threatened or potential infringement in the Territory of any Intellectual Property of which the Agent becomes aware; and
  - 5.1.2 any claim brought against the Principal in respect of the importation or use of any Intellectual Property in the Territory.
- 5.2 The Agent shall at the expense of the Principal do all such things as the Principal may reasonably require in connection with the defence of any claim notified under sub-Clause 5.1.
- 5.3 Nothing in this Agreement shall prevent the Agent from acquiring any rights in respect of any Intellectual Property of or used by the Principal or of or in connection with the Principal's business or the goodwill associated with the Principal's business, except as expressly provided otherwise. The Agent hereby acknowledges that, in any event, the Agent shall not acquire any rights in respect of any Intellectual Property and goodwill are, and shall remain, vested in the Principal.
- 5.4 The Agent shall not use any trade marks or trade names so similar to or so resembling the Principal's trade marks or trade names as to be likely to cause confusion or deceive the public.
- 5.5 The Agent shall at the expense of the Principal take all such steps as the Principal may reasonably require in connection with the defence of any claim notified under sub-Clause 5.1.
- 5.6 Without prejudice to the Agent's obligations under Clause 5.1, the Agent shall not do or authorise any third party to do anything which would or might invalidate or be likely to invalidate the Intellectual Property of the Principal and shall not omit or

Principal of which the Agent becomes aware; and

any actual, threatened or potential infringement in the Territory of any Intellectual Property of which the Agent becomes aware; and

any claim brought against the Principal in respect of the importation or use of any Intellectual Property in the Territory.

the Agent shall at the expense of the Principal do all such things as the Principal may reasonably require in connection with the defence of any claim notified under sub-Clause 5.1.

Nothing in this Agreement shall prevent the Agent from acquiring any rights in respect of any Intellectual Property of or used by the Principal or of or in connection with the Principal's business or the goodwill associated with the Principal's business, except as expressly provided otherwise. The Agent hereby acknowledges that, in any event, the Agent shall not acquire any rights in respect of any Intellectual Property and goodwill are, and shall remain, vested in the Principal.

The Agent shall not use any trade marks or trade names so similar to or so resembling the Principal's trade marks or trade names as to be likely to cause confusion or deceive the public.

The Agent shall at the expense of the Principal take all such steps as the Principal may reasonably require in connection with the defence of any claim notified under sub-Clause 5.1.

Without prejudice to the Agent's obligations under Clause 5.1, the Agent shall not do or authorise any third party to do anything which would or might invalidate or be likely to invalidate the Intellectual Property of the Principal and shall not omit or



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**7 Financial Provisions**

7.1 In consideration of the Agreement, the Principal [under Clause 7], pay the Commission (Commission Schedule) Territory resulting from the sale of Products during the period of

taken by the Agent under this Agreement, the following provisions of this Agreement in accordance with Schedule 2 shall apply to the Principal to customers in the Territory to it by the Agent pursuant to, and

7.2 The Principal shall:

7.2.1 within << >> days after the end of each calendar month and after the end of each calendar month falling due for termination, send to the Agent a statement showing the Invoice Price of each description of Products sold by the Principal during that month and the commission payable to the Agent pursuant to sub-Clause 7.1; and

the end of each calendar month and after the end of each calendar month falling due for termination, send to the Agent a statement showing the Invoice Price of each description of Products sold by the Principal during that month and the commission payable to the Agent pursuant to sub-Clause 7.1; and

7.2.2 forthwith upon receipt of an invoice for that commission, send to the Agent a copy of that commission.

of an invoice for that commission, send to the Agent a copy of that commission.

7.3 The Principal shall maintain accurate and complete records of the Products made available to the Agent permitted to inspect all such records and documents (but not exceeding 60 days after the end of the period of the Agent's termination)

and accurate accounts of all sales made by the Principal and shall at the reasonable request of the Agent permit its appointed representatives to inspect and verify the accuracy of such records and documents at all reasonable times

7.4 The Principal shall, within << >> business days after the end of any calendar month or after the 12 month period following the termination of the Agreement, provide to the Agent a report from an independent auditor to the accuracy of the information submitted by it in relation to the commission payable to the Agent pursuant to sub-Clause 7.2.

agent within << >> business days after the end of any calendar month or after the 12 month period following the termination of the Agreement, provide to the Agent a report from an independent auditor to the accuracy of the information submitted by it in relation to the commission payable to the Agent pursuant to sub-Clause 7.2.

7.5 All sums payable to the Agent under this Agreement shall be exclusive of any VAT or other applicable sales tax and shall be included in any relevant invoice provided to the Agent against any payment made by the Principal.

be exclusive of any VAT or other applicable sales tax and shall be included in any relevant invoice provided to the Agent against any payment made by the Principal.

7.6 The Principal shall not be entitled to any deduction other than that which is required to deduct by law.

the Agent hereunder without any deduction other than that which is required to deduct by law.

**8 Confidentiality**

8.1 For the purposes of this Agreement, "Restricted Information" means, in relation to either party, information disclosed to that party by the other party pursuant to or in connection with the Agreement (whether orally or in writing) or any other medium, which information is expressly stated to be confidential or marked as confidential.

"Restricted Information" means, in relation to either party, information disclosed to that party by the other party pursuant to or in connection with the Agreement (whether orally or in writing) or any other medium, which information is expressly stated to be confidential or marked as confidential.

8.2 Each party undertakes to keep confidential all Restricted Information provided by this Clause 8 or as otherwise required by law, at all times during the period of the Agreement and its termination:

provided by this Clause 8 or as otherwise required by law, at all times during the period of the Agreement and its termination:

8.2.1 [use reasonable endeavours to keep confidential all Restricted Information;

keep confidential all Restricted Information;

8.2.2 not disclose Restricted Information to any other person;

on to any other person;

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- 8.2.3 not use any Restricted Information for any purpose other than as contemplated by the terms of this Agreement;
- 8.2.4 not make any Restricted Information available in any way or part with possession of any Restricted Information;
- 8.2.5 ensure that any Restricted Information disclosed by officers, employees, agents or advisers does not constitute a breach of the provisions of Clause 1, 8.2.2, 8.2.3 or 8.2.4 above.

8.3 Either party may:

- 8.3.1 disclose any Restricted Information to:
  - 8.3.1.1 any person who is an officer or director of that party or, where that party is the sole director, is the sole director;
  - 8.3.1.2 any person who is an authority or regulatory body; or
  - 8.3.1.3 any person who is an officer or director of that party or of any of the parties to this Agreement.

to such extent as may be necessary for the purposes contemplated by this Agreement, and in each case subject to that the party first disclosing the Restricted Information in question that the Restricted Information is disclosed to such body (or any employee or other party acting on its behalf) as practical as possible, and to keep the Restricted Information confidential and to use it only for the purposes for which it is disclosed.

- 8.3.2 use any Restricted Information for any purpose, or disclose it to any other person, if it is not already public knowledge at the date of this Agreement or the date it becomes public knowledge through no fault of that party, provided that in doing so that party does not disclose any Restricted Information which is not public knowledge; and
- 8.3.3 use or disclose any Restricted Information or any part thereof which can be shown by the exercise of reasonable satisfaction of the other party, to have been disclosed to such disclosure.

8.4 The provisions of this Clause shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

**9 Force Majeure**

- 9.1 Neither party shall be liable for any breach of this Agreement, or shall otherwise be liable for any delay in performance, or the non-performance, of any obligation under this Agreement, to the extent that the delay or non-performance is caused by any Force Majeure of which it has notified the other party as soon as practicable. Performance of that obligation shall be extended accordingly.
- 9.2 If the performance of any obligation under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of << >> months, [the parties shall enter into a bona fide discussion of the possibility of terminating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable] AND/OR [the

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other party shall be...  
business days writt

this Agreement by giving << >>  
ose performance is so affected].

## 10 Duration and Termination

10.1 This Agreement shall  
commence on << ins  
months][years] ("Initial

the period of this Agreement shall  
continue for << >> [calendar  
subject to the following provisions.

10.2 Either party shall h  
[weeks][calendar m  
end of the period sp  
this Agreement has  
Agreement for a fur  
Period").

by giving not less than << >>  
the other at any time prior to the  
10.1 (or any further period for which  
nt to this provision) to extend this  
calendar months][years] ("Extension

10.3 Either party may te  
<< >> [weeks][ca  
after either the date  
time of giving that n  
the last day of that

by giving to the other not less than  
notice, to expire on or at any time  
the Initial Period, or, where at the  
Extension Period, the date which is

10.4 Either party may fo  
the other party if:

reement by giving written notice to

10.4.1 any sum ov  
provisions of  
due date for

at other party under any of the  
aid within 14 business days of the

10.4.2 that other pa  
this Agreement  
it within <<2  
full particula

breach of any of the provisions of  
capable of remedy, fails to remedy  
t being given written notice giving  
iring it to be remedied; or

10.4.3 an encumb  
company)] a  
that other pa

, or [(where that other party is a  
of any of the property or assets of

10.4.4 that other p  
creditors or  
order (within

ary arrangement with [his or] its  
comes subject to an administration  
vency Act 1986); or

10.4.5 that other p  
made again  
(except for  
such a man  
to be bound  
under this A  
the law of an

l or firm) has a bankruptcy order  
a company)] goes into liquidation  
amation or re-construction and in  
ulting therefrom effectively agrees  
ations imposed on that other party  
ogous to any of the foregoing under  
ation to that other party; or

10.4.6 that other pa

to cease, to carry on business; or

10.4.7 Control (as d  
that other pa  
defined in S  
Control of th

f the Corporation Tax Act 2010) of  
person or Connected Persons (as  
Corporation Tax Act 2010) not having  
e of this Agreement.

For the purposes of  
of remedy if the par

each shall be considered capable  
with the provision in question in all

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respects other than performance is not

performance (provided that the time of

10.5 If Control (as defined of Connected Persons the date of this Agreement Principal identifying

is acquired by any person or group not having Control of the Agent at forthwith give written notice to the Connected Persons.

10.6 The rights to terminate prejudice any other concerned (if any) of

given by this Clause 10 shall not other party in respect of the breach

**11 Consequences of Termination**

Upon the termination of this

on:

11.1 the Agent shall without dispose of in accordance Products and all a Products then in the

send to the Principal or otherwise of the Principal all samples of the or sales material relating to the t;

11.2 the Agent shall cease the Products;

advertise or solicit customers for

11.3 the Agent shall have of agency rights, commission);

Principal for compensation for loss any similar loss (except unpaid

11.4 the provisions of C terms; and

in force in accordance with their

11.5 subject as otherwise obligation to the other

other party shall have any further

**12 [Data Protection**

12.1 All personal information will be collected, processed Data Protection Legislation as the case may be rights under the Data

the Principal ("First Party") may use accordance with the provisions of the hereunder of the other party being, the Principal ("Other Party") and the of any third party.

12.2 For complete details retention of personal personal data is used Party's and any third data sharing (where Notice of the First attached at Schedule

collection, processing, storage, and limited to, the purpose(s) for which es for using it, details of the Other w to exercise them, and personal Party should refer to the Privacy Privacy Notices of each Party are

12.3 All personal data to this Agreement shall Sharing Agreement this Agreement.]

Party with the Other Party under accordance with the terms of the Data es on <<insert date>> pursuant to

**13 [Data Processing**

All personal data to be processed

on behalf of the Principal or by the

Principal on behalf of the  
accordance with the terms  
Parties on <<insert date>>

Agreement shall be processed in  
ing Agreement entered into by the  
ent].]

## 14 Nature of Agreement

14.1 Each party shall be  
and to exercise any  
other member of its  
member shall, for a  
or omission of the p

of the obligations undertaken by it  
nder this Agreement through any  
any act or omission of that other  
reement, be deemed to be the act

14.2 Subject to Sub-Cla  
neither party may  
charge) any of its r  
of its obligations he

ent is personal to the parties and  
harge (otherwise than by floating  
contract or otherwise delegate any  
written consent of the other party.

14.3 The relationship of  
principal.

reement shall be that of agent and

14.4 Nothing in this Ag  
relationship of part

rued to place the parties in the  
oyee, or joint venturers.

14.5 Neither party shall  
manner whatsoever

o obligate or bind the other in any

14.6 This Agreement c  
superseded and ex  
warranties, repres  
written or oral, relat

ement between the parties and  
reements, promises, assurances,  
andings between them, whether

14.7 Each party agrees  
respect of any sta  
made innocently or

n and shall have no remedies in  
assurance, or warranty (whether  
et out in this Agreement.

14.8 This Agreement ma  
by the duly authoris

by an instrument in writing signed  
e parties.

14.9 No failure or delay  
Agreement shall be  
either party of a bre  
be a waiver of any s

icising any of its rights under this  
er of that right, and no waiver by  
his Agreement shall be deemed to  
e same or any other provision.

14.10 No person other t  
permitted assignees

reement [, their successors and  
enforce any of its terms.

14.11 If one or more pro  
competent authorit  
whole or in part, t  
remainder of this A  
valid and enforceab

ent is held by any court or other  
d or otherwise unenforceable in  
all be deemed severed from the  
ainder of this Agreement shall be

## 15 Notices and Service

15.1 Any notice or other  
and be deemed c  
information, or on it

this Agreement shall be in writing  
y the party giving the notice or  
ised officer of it.

15.2 Notices or informati

ave been given:

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15.2.1 when delivered by a courier or other messenger (including  
mail signed for or registered mail) during normal business  
hours of the

ier or other messenger (including  
ered mail) during normal business

15.2.2 if transmitted by a courier or other messenger;  
or

business day following transmission;

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

ving mailing, if mailed by prepaid

15.3 In each case, notices must be addressed to the most recent  
address or email no longer than 14 days before the date of the

be addressed to the most recent

**16 Jurisdiction**

This Agreement shall be governed by the laws of England and Wales and the  
jurisdiction of the English and Welsh courts shall be exclusive.

in all respects in accordance with  
hereby submits to the exclusive

**IN WITNESS WHEREOF** this Agreement has been signed and executed in writing.

executed the day and year first before

SIGNED by .....  
[<<Name of Principal>>]

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**OR**

[<<Name of person signing for Principal>>  
<<Title of person, e.g. Director, signatory>>  
for and on behalf of <<Principal's name>>]

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

SIGNED by .....  
[<<Name of person signing for Agent>>]

**OR**

[<<Name of person signing for Agent>>  
<<Title of person, e.g. Director, signatory>>  
for and on behalf of <<Agent's name>>]

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

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Net Invoice Price of products sold in the Territory:  
Principal in the Territory:

equal to the following  
s:

<< eg £100,000 >>

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Year

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Each

<<Attach a copy of each Party's P

ed in sub-Clause 13.2>>

P

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