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THIS AGREEMENT is dated << >>

BETWEEN:

- (1) <<Name of Company>> Limited, a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Company's Registered Office Address>> (hereinafter known as the "Company") and
- (2) <<Name of Agent>> Limited, a company registered in <<Country of Registration>> under number <<Contractor Registration Number>> whose registered office is at <<Contractor's Registered Office Address>> (hereinafter known as the "Contractor")

NOW IT IS HEREBY AGREED as follows:

- (1) The Company manufactures and stores the Product in <<Country of Registration>> and the Contractor shall manufacture and store the Product in <<Country of Registration>> in accordance with the Agreement upon the following terms.
- (2) The parties have agreed that the Contractor shall manufacture and store the Product on behalf of the Company in accordance with the Agreement upon the following terms.

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"

Product Specification as is secret and any other information disclosed in confidence by the Company to the Contractor in relation to the Product;

"Delivery"

in accordance with clause 13.3 and shall be construed accordingly;

"Equipment"

all equipment of the Contractor used in the manufacture and packaging of the Product;

"Financial Year"

the financial year ending five months from << >> to << >>;

"Margin"

the margin over the Cost as defined in clause 13.2 of the Product and as agreed in clause 13.3;

["Packaging Materials"]

labels and stamps of all kinds, including labels, tags, tags, cartons, cases, wire, bands, straps, pallets] and other items used in the manufacture and packaging of the Product and its supply to the Contractor;

["Packaging Specification"]

the specification for the Packaging Materials set out in clause 13.4;

"Product"

the Product as defined in the description of Product>>;

"Purchase Order"

any order placed by the Company pursuant to clause 13.1 of the Product;

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“Product Specification”

know-how, secret formulae, confidential information relating to [the design and packaging] of the Product full set out in schedule 1;

“Specification”

Specification [and the Packaging]

“Warehouse”

is [bonded][excise] warehouse at [the] warehouse in the United Kingdom which the Company may agree.

1.2 In this Agreement words and phrases

which are contained or referred to in this Agreement shall be construed as having the meanings that are given to them in the Schedules

1.2.1 words and phrases used in Part XXV shall have the meanings that are given to them in the Schedules

1.2.2 references to the Schedules shall be construed as references to those provisions of the Schedules

shall be construed as references to those provisions of the Schedules that are so referred to;

1.2.3 references to any other agreement or document referred to in this agreement or such other agreement shall be construed as references to that agreement or document as varied, supplemented, modified or novated from time to time

any other agreement or document referred to in this agreement or such other agreement shall be construed as references to that agreement or document as varied, supplemented, modified or novated from time to time

1.2.4 reference to Clauses and Schedules of this Agreement shall be construed as references to Clauses and Schedules of this Agreement unless otherwise stated in which the reference is made

references to Clauses and Schedules of this Agreement shall be construed as references to Clauses and Schedules of this Agreement unless otherwise stated in which the reference is made

1.3 The headings and sub-headings of this Agreement shall not affect the construction of this Agreement

shall be construed as references to those provisions of the Schedules that are so referred to;

1.4 Each of the Schedules shall be construed as if set out herein.

shall be construed as if set out herein.

2 Grant of Licence

2.1 The Company hereby grants to the Contractor a non-exclusive licence to use the Product Specification in accordance with the Product Specification

for a non-exclusive licence to use the Product in accordance with the Product Specification

2.2 The Contractor shall not be entitled to make any written consent of the Company for any reasonable change to the Product Specification at the cost of implementing such change provided that such change is given to the Contractor of any

the Specification without the prior written consent of the Company shall be entitled to make any reasonable change to the Product Specification after taking into consideration the Contractor's own capabilities of the Contractor's

2.3 If the Contractor makes any improvement of the Product Specification it shall have a non-exclusive licence to use such improvement (including the right to use the Contractor).

any improvement of the Product Specification shall be made in writing and shall be the property of the Company which shall have a non-exclusive licence to use such improvement without requiring the consent of the Contractor.

3 Manufacture of Product

3.1 The Contractor shall manufacture the Product in accordance with the Specification, the Product Specification, the Product

Product in accordance with the Specification by the Company pursuant to clause

¹ This template assumes that all aspects of the address are in the UK, so this address should only be a UK address

to the UK, so this address should only be a UK address

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7 and any other re
time to time.

ons issued by the Company from

3.2 The Contractor sha
packaging] the Pr
including without pr

y facilities for manufacturing [and
with the Company's instructions
of the foregoing:

3.2.1 the provision
against fire
insurance re

storage ²facilities with precautions
to the insurers of the policy of

3.2.2 the mainten
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adequate for manufacturing [and
ce with the forecasts supplied by

3.2.3 the mainten
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where necessary) in good working
fy equipment if desired or remove
for the implementation of its

3.3 The Contractor shall p
other matter materiall
hereunder.

ompany any defect, breakdown or
any performance of its obligations

3.4 The Contractor shall
packaging] the Produ
Company hereunder is
respects with the Spe
does not commit any
being unfit for human
breach of its obligation
arises by reason of a c

e and skill in manufacturing [and
t all Product supplied by it to the
it for its purpose and accords in all
or shall furthermore ensure that it
uses or contributes to the Product
actor shall be deemed not to be in
f and to the extent that any liability
on by the Company.

3.5 The Contractor shall:

3.5.1 keep full, true

ctured;

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3.5.1.2 [quar

aterials received and in storage;]

3.5.1.3 [quar

aterials used; and]

3.5.1.4 quan

d or dispatched.

and permit the
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month;

ch records at all reasonable times.
o the Company returns containing
atters whenever required by the
e above the Contractor shall not
end of every month submit to the
e extent the same relate to that

3.5.2 comply with
to the manu
Customs] re

for the time being in force relating
the Product and all [Revenue and
ere to;

3.5.3 not deliver
Company's v

³ except in accordance with the

² This template assumes that all aspects of the
locations.

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³ This template assumes that all aspects of the

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4 Indemnity

The Contractor shall promptly indemnify and keep the Company indemnified against all losses or charges incurred or suffered by it as a result of any claim (as defined below).

indemnify and keep the Company indemnified against all losses or charges incurred or suffered by it as a result of any claim (as defined below).

5 Liability

5.1 For the purposes of this clause, "Defective Product" means any Product produced and supplied by the Contractor which is in breach of compliance with clause 3.4 or is defective within the meaning of Section 1 of the Consumer Protection Act 1987, save that a defect arises by reason of a change of the Specification of the Product.

arising out of death, personal injury or loss of or damage to property caused by Defective Product; and

5.1.1 "Product Liability" means any liability arising out of death, personal injury or loss of or damage to property caused by Defective Product; and

Product produced and supplied by the Contractor which is in breach of compliance with clause 3.4 or is defective within the meaning of Section 1 of the Consumer Protection Act 1987, save that a defect arises by reason of a change of the Specification of the Product.

5.1.2 "Defective Product" means any Product produced and supplied by the Contractor which is in breach of compliance with clause 3.4 or is defective within the meaning of Section 1 of the Consumer Protection Act 1987, save that a defect arises by reason of a change of the Specification of the Product.

5.2 Subject and in addition to the Contractor's obligations under clause 5.1, the Contractor shall be liable to replace any Defective Product and will not otherwise be liable to the Company for:

Contractor shall be liable to replace any Defective Product and will not otherwise be liable to the Company for:

5.2.1 any act or omission in breach of the Contractor's obligations under clause 5.1;

in respect of the performance of its obligations under clause 5.1;

5.2.2 any breach of the Contractor's obligations under clause 5.1;

5.2.3 any liability incurred by the Contractor in respect of the Contractor's obligations under clause 5.1.

other than or in addition to the Contractor's obligations under clause 4;

arising by reason of any defect in the Product that liability for any such defect or omissions exceeds the amount/s of the Contractor's obligations under clause 5.1.

in respect of the Contractor to the extent of the Contractor's obligations under clause 4 or any series of related acts or omissions.

6 Quality Control

6.1 The Contractor shall permit the Company to enter its premises at all times during normal working hours for the purpose of inspecting the Contractor for the manufacture of the Equipment, the Product, [the Packaging Material] and the samples of the Product [subject to the observance of applicable laws and Customs].

to enter its premises at all times during normal working hours for the purpose of inspecting the Contractor for the manufacture of the Equipment, the Product, [the Packaging Material] and the samples of the Product [subject to the observance of applicable laws and Customs].

6.2 During the filling of the Product hereunder the Contractor shall supply samples to be released to the Company at the same time as the Product. The Contractor shall be free to dispatch the samples to the Company within two working days of receipt. The Company shall be free to dispatch the samples to the Company in accordance with the applicable regulations.

of the Product by the Contractor. The Contractor shall supply samples of every batch of the Product [subject to the observance of applicable laws and Customs] represented by the sample or samples of the Product [subject to the observance of applicable laws and Customs] which the Company has approved the Contractor to supply. The Contractor shall be free to dispatch the samples to the Company within two working days of receipt. The Company shall be free to dispatch the samples to the Company in accordance with the applicable regulations.

7 Placing of Orders and Forecasting

7.1 The Company shall place orders for the Product in writing at least 30 calendar months before the beginning of each calendar month giving rise to the same time its estimated requirements for the Product it will require the Contractor to manufacture during each of the succeeding

months before the beginning of each calendar month giving rise to the same time its estimated requirements for the Product it will require the Contractor to manufacture during each of the succeeding

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two months following the month Purchase Order by <<detail number>> by the Company. [The month more than <<recent estimate for

the Purchase Order relates. The one estimate shall specify the amount <<capacity etc.>> of the Product required to be obliged to produce during any month of Product specified in the most

7.2 Not less than <<The Company shall give the Product it estimates to store during the following to the placing of the Year in question up to the forecast. The Company in question not less than such forecast.

beginning of each Financial Year the forecast of the volume of the Contractor to manufacture, package and the Contractor undertakes, subject to the Contractor's obligations, to supply during the Financial Year the actual volume of Product specified in the Purchase Order during the Financial Year the actual volume of Product specified in

7.3 During each Financial Year the Contractor shall procure the equivalent to <<detail number>> of its requirements of the Product. The Company shall require the Contractor to provide to the Company with Company's, relevant to ensure that its quotation in the light of the forecast. The Company shall be obliged if it does not do so, to be covered by the Contractor at its discretion choose, if

that the Company shall procure from the Contractor the Product up to a total volume of <<weight or capacity etc.>>. In respect of the Product in excess of the said volume, the Contractor shall promptly supply the Product in accordance with the Company's requirements. The Contractor shall use its reasonable endeavours in all circumstances reasonably competitive and prevailing at the time. The Contractor shall accept the Contractor's quotation and shall procure the quantity of the Product in whatever manner it shall in its entire discretion procure the Product itself.

7.4 All Product ordered under clause 7.1 shall be delivered to the Company in the time specified for the purposes of this clause.

in accordance with the terms of clause 7.1. Time shall be of the essence for the delivery of the Product.

7.5 If the Company places a monthly order for Product⁵ [into bond] the Contractor shall take into account all relevant factors including the

order for Product in addition to the order for the Contractor shall deliver that the Contractor shall take into account all relevant factors including the

7.6 [The Company acknowledges any breach of clause 7.1 to damages only.]

that its remedy in respect of any breach (or persistent breaches) shall be limited to damages only.]

8 [Packaging Materials]

The Company agrees to supply the Contractor with Packaging Materials as specified in the Company's Purchase Orders in sufficient time for the Contractor to manufacture, package and supply the Product. The Contractor shall be liable for any losses of Packaging Materials incurred by the Contractor in compliance with schedule 1. The Contractor shall supply the Packaging Materials needed

from time to time with such quantities as the Contractor reasonably require for the purpose of manufacturing, packaging and supplying the Product under this Agreement punctually. The Contractor shall supply the Packaging Materials to the Company free of charge save that the Contractor shall be liable for any losses of Packaging Materials not in excess of <<?%>> of the quantity of the Product packaged in such

⁴ This template assumes that all aspects of the Contractor's address are in the UK address
⁵ See footnote 4

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month shall be charged to the Contractor. [The Contractor shall be liable for the cost of storage.]

9 [Packaging]

9.1 The Contractor shall pack the Product in accordance with the instructions of the Company and the Contractor shall use the method agreed in writing by the Company and the Contractor [the method agreed in writing by the Contractor and the Company or the method as trade practice dictates].

9.2 Thereafter the Contractor shall

9.2.1 label, and seal each package with a description of the Product and the particular batch or quantity of the Product identified to the Company in writing between the Contractor and the Company; packages filled as aforesaid with such description as prescribed by the Company for the purpose that each package is properly packed and sealed by a method agreed in writing between the Contractor and the Company;

9.2.2 pack and seal the Product therefor as directed by the Company and make ready for transport in the same form as the Product as the Company may require;

9.2.3 carry out any other work reasonably required by the Company in connection with the Contractor's plant.]

10 Disputes

10.1 The Contractor shall be liable for the cost of any loss or damage to the Product which the Contractor is aware is unfit for sale or not in accordance with the requirements of clause 3.4, and the Company shall be entitled to reject the same.

10.2 Any disputes as to the quality of the Product supplied by the Contractor hereunder shall be referred to an independent person (acting as an expert) to be nominated (in default of nomination by the Contractor) by the Company <<name of person>> for the time being of <<name of relevant authority/association>>.

11 Restrictions on the Contractor

11.1 The Contractor undertakes that subject as herein provided it shall not:

11.1.1 EITHER [For a period of <<number>> years after the date hereof] OR [During the term of this Agreement and for a period of <<number>> years after its termination] carry on or be engaged, directly or indirectly, in any business or activity with or on behalf of the Company or its firm or company, carry on or be engaged, directly or indirectly, in any business or activity with the Business any <<product description>> or <<service description>> or <<service description>> with the Business any <<product description>> or <<service description>> or <<service description>> affixed to each package of such product or service in the same manner and form so as to indicate that the <<product description>> or <<service description>> is the own brand of the buyer and any <<product description>> or <<service description>> or <<service description>> which is or is likely to be confusingly similar in any way to that used by the Company or its firm or company.

11.1.2 EITHER [For a period of <<number>> years after the date hereof] OR [During the term of this Agreement and for a period of <<number>> years after its termination] carry on or be engaged, directly or indirectly, in any business or activity with or on behalf of the Company or its firm or company, carry on or be engaged, directly or indirectly, in any business or activity with the Business:

11.1.2.1 and <<product description>> or <<service description>> (other than Product pursuant to clause 3.4) or <<product description>> or <<service description>> where it first demonstrates to the

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ntractor's name>> or any name

11.2 The restrictions co
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valid if some part o
application reduced
be necessary to ma

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le by the parties, but in the event
be void or voidable but would be
e deleted or the period or area of
ply with such modification as may

11.3 In this clause 11 th
supply and distribut

the business of the manufacture,
ion>> carried on by the Company.

12 Title and Risk

12.1 Title in the Prod
manufacture [and p

Company upon completion of
tor.

12.2 Risk in the Product

ny upon delivery⁶.

12.3 [The Packaging Ma
the property of the
force the Contractor

d Product shall at all times remain
ng as this Agreement remains in

12.3.1 to keep all P
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aterials in its own possession and
ided in this Agreement);

12.3.2 not to sell, d
any Product
custody or c
nor do or su
seized, take

dge, mortgage, charge or transfer
ls nor part with the possession
pt as provided in this Agreement)
whereby the same shall or may be
destroyed or damaged;

12.3.3 to use all Pro
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except with t

aterials only for the purposes of this
er person or party to use the same
of the Company;

12.3.4 duly and pro
charges pay
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o be paid all rent, rates, taxes and
arehouse where the Product and
ing are situated and to notify the
ontractor fall into arrears with any

12.3.5 to notify the
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8 are the pr
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Warehouse or other premises in
oduct or Packaging Materials, and
at the Contractor is not the owner
dlord a written acknowledgement
erials supplied pursuant to clause
and may be freely removed at any
ractor pursuant to the Company's
goods covered by the Landlord's

⁶ See footnote 4

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12.3.6 not to remove from the Warehouse provided in [redacted] consent.]

Packaging Materials from any time being situated except as the Company's previous written

12.4 The Contractor shall take all necessary precautions against theft, fire, pilferage, contamination and damage to the Product [and Packaging Materials] while in its possession or use.

the Contractor shall keep the same [in

13 Storage

13.1 After the Product has been bonded in the Warehouse

Contractor shall keep the same [in

13.2 The Contractor shall maintain the Warehouse in a clean, orderly, hygienic, clean and dust free conditions in the Warehouse

Contractor shall keep the same [in

13.3 The finished Product shall be loaded on Truck" at the Warehouse at such times and in such quantities as the Company shall from time to time notify to the Contractor. The Contractor shall give at least 24 hours notice of required delivery shall be given to the Contractor. Time shall be of the essence of this clause 13.3.

Contractor shall keep the same [in

13.4 [No Product shall be removed from the Warehouse by or at the direction of the Contractor until all taxes and duties thereon have been paid by the Contractor to the relevant authorities. Revenue and Customs to the satisfaction of the Contractor.

Contractor shall keep the same [in

13.5 The Contractor shall be held indemnified against all claims, damages, proceedings brought against the Contractor arising out of or in connection with any liability for the payment of any sales tax or other goods and services tax or loss of the Product or damage to the possession or use of the Product.

Contractor shall keep the same [in

14 Insurance

The Contractor shall maintain the Warehouse to the reasonable satisfaction of the Company. The Company may approve by written notice:

Contractor shall keep the same [in

14.1 against fire and other risks in respect of the Product [and Packaging Materials]

Contractor shall keep the same [in

14.2 in respect of any liability arising out of or in connection with clauses 3.4 and 5 of this Agreement for a sum of value>> pounds sterling

Contractor shall keep the same [in

PROVIDED THAT:

14.3 the Contractor shall ensure that the Warehouse and Equipment conform to all reasonable requirements of the insurers and shall at all times conform with the terms and conditions of the policies of insurance and inform the Company immediately of any proposed alteration to the Warehouse or Equipment which in any way may affect the insurance cover for the Product [or Packaging Materials]

Contractor shall keep the same [in

14.4 the Contractor shall provide the Company with a copy of the policy or policies;

Contractor shall keep the same [in

14.5 the Contractor will not be liable for the terms of the policy or policies without the prior consent of the Company.

Contractor shall keep the same [in

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14.6 without prejudice to the Contractor shall use in this clause 14 the respective servants

ations under this Agreement, the Contractor shall ensure that any policy referred to in clause 14.1 in relation to any act or omission of its servants from whom it may be responsible.

15 Pricing

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15.1 The price (exclusive of VAT) for the supply of the Product manufactured by the Contractor pursuant to the terms of this Agreement shall be the sum of the price set out in clause 15.4 plus << >> per cent

of the Contractor for the supply of the Product manufactured by the Contractor pursuant to the terms of this Agreement shall be the sum of the price set out in clause 15.4 plus << >> per cent

15.2 The parties agree to meet prior to the expiration of the term of this Agreement, namely <<relevant date>>, [insert appropriate date] to review the increase in the price of the Product since the date the price was set out in clause 15.3 on the basis of the information provided since that date. The Contractor shall provide adequate information in the absence of agreement on the date <<insert appropriate date>>, either party shall appoint (in default of agreement) an independent expert (to be appointed by the Institute of Chartered Accountants in England and Wales) who shall act as an expert and not as an arbitrator. The Contractor shall be paid for its costs of operation and assistance in providing access to its premises and records of the Contractor's performance of his obligations

in respect of all Product delivered to the Contractor after the date of this Agreement, as specified in schedule 3. Not later than <<insert appropriate date>> hereafter the parties shall meet to review the increase in the price of the Product specified in schedule 3 since the date the price was set out in clause 15.3 and to agree the price to be paid for the purposes of clause 15.1 in those items over the period specified in schedule 3. The Contractor shall provide the Company with full and complete information of the Cost increases. In the absence of agreement, the price shall increase by <<insert appropriate percentage>> per cent to an independent person to be appointed (in default of agreement) by [the President of the Institute of Chartered Accountants in England and Wales] who shall act as an expert and not as an arbitrator. His decision shall be final and binding and his costs shall be paid by the Contractor. The Contractor shall afford full cooperation to the independent person and allow him reasonable access to its premises and records of the Contractor's performance of his obligations

15.3 Following the review in clause 15.2 the price payable in respect of Product delivered to the Contractor shall be Cost (as agreed in clause 15.4 after the review) plus the increase in the items of Cost specified in clause 15.4 since the date of the previous price increase.

Following the review in clause 15.2 the price payable in respect of Product delivered to the Contractor shall be Cost (as agreed in clause 15.4 after the review) plus the increase in the items of Cost specified in clause 15.4 since the date of the previous price increase.

15.4 For the purposes of clause 15.1 and 15.3

shall mean:

15.4.1 the actual cost of the materials and components used in the manufacture of the Product produced by the Contractor in a competitive market, excluding the cost of Profit

the actual cost of the materials and components used in the manufacture of the Product produced by the Contractor in a competitive market, excluding the cost of Profit

15.4.2 the Contractor's variable overhead costs (including production overhead costs) attributable to the manufacture of the Product. [The Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product]

the Contractor's variable overhead costs (including production overhead costs) attributable to the manufacture of the Product. [The Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product]

15.4.3 such proportion of the Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product which are attributable to the manufacture of the Product. [The Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product]

such proportion of the Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product which are attributable to the manufacture of the Product. [The Contractor's total variable overhead costs attributable to the Product shall be calculated on the basis of the Contractor's total variable overhead costs attributable to the Product]

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15.5 The prices paid by
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the Company here
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with such service
warehousing, stora
out on the Product
the cost of all labora

16 Payment

The Contractor shall be en
delivery of the Product
Company no later than the
invoice was rendered. Pa
prejudice to any rights the
liability of the Contractor
otherwise affected by reaso

17 Intellectual Property

All trade marks, trade nam
designs in relation to the P
of the Company shall be ar
will not at any time claim
registered in any part of th
similar to or a colourable in
which is the property of the

18 Confidentiality

18.1 The Contractor sha
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to any information a

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Contractor.

18.2 The Contractor here

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18.2.3 to return to
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able overhead and fixed overhead

Contractor under this clause 15
to be provided by the Contractor to
to the prejudice to the generality of the
to doubt the costs of replacement,
to be provided by the Contractor in connection
to wear and tear, [the costs of
to quality control which may be carried
to manufacturing and storage [and
to quality control].

to the Company not earlier than
voices shall be payable by the
following the month in which the
to be provided by the Company are without
for any reason whatever and any
to be terminated or

to intellectual property rights and
[Materials] supplied by or on behalf
of the Company, and the Contractor
herein or register or cause to be
to be registered, trade name, copyright or design
to be registered, trade name, copyright or design

to be information confidential and secret
to be Confidential Information available,
to be made available to its officers and employees who
to be enable the Contractor to perform its
to be provided that the Contractor ensures
to be obliged to keep such Confidential
to be pending obligations shall not apply
to be for which:

to be in the public domain; or

to be in the public domain through no fault of the

to be includes:

to be shall be and shall remain at all times
to be the property of the Company;

to be Confidential Information shall wholly cease upon
to be the termination of this Agreement

to be upon the termination of this Agreement all material
to be information (including information stored
to be and all copies thereof.

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may have in respect of this Agreement which existed at or before the date of termination of this Agreement.

20.5 Clauses 1, 14, and 15 shall apply to this Agreement.

21 Force Majeure

21.1 For the purposes of this Agreement, "Force Majeure" means, in relation to either party, any circumstance which is beyond the reasonable control of that party (including, without limitation, war, terrorism, sabotage, strike, lock-out or other form of industrial action).

"Force Majeure" means, in relation to either party, any circumstance which is beyond the reasonable control of that party (including, without limitation, war, terrorism, sabotage, strike, lock-out or other form of industrial action).

21.2 If any Force Majeure event occurs which affects or may affect the performance of the Contractor's obligations under this Agreement, it shall forthwith notify the Company in writing of the nature and extent of the event.

If any Force Majeure event occurs which affects or may affect the performance of the Contractor's obligations under this Agreement, it shall forthwith notify the Company in writing of the nature and extent of the event.

21.3 Neither party shall be liable for any delay in performance, or for non-performance, or for any other breach of this Agreement, or shall be liable for any delay in performance, or for non-performance, or for any other breach of this Agreement, if such delay or non-performance or breach is caused by a Force Majeure event, provided that the party affected by such event shall be entitled to terminate this Agreement by giving notice to the other party, and the time for performance of that obligation shall be extended accordingly.

Neither party shall be liable for any delay in performance, or for non-performance, or for any other breach of this Agreement, if such delay or non-performance or breach is caused by a Force Majeure event, provided that the party affected by such event shall be entitled to terminate this Agreement by giving notice to the other party, and the time for performance of that obligation shall be extended accordingly.

21.4 If the performance of the Contractor's obligations under this Agreement is prevented or delayed for a continuous period in excess of six months, [the party affected by such event shall be entitled to terminate this Agreement by giving notice to the other party, and the time for performance of that obligation shall be extended accordingly].

If the performance of the Contractor's obligations under this Agreement is prevented or delayed for a continuous period in excess of six months, [the party affected by such event shall be entitled to terminate this Agreement by giving notice to the other party, and the time for performance of that obligation shall be extended accordingly].

22 Assignment

The Contractor may not, without the written consent of the Company, assign, sub-contract, license or otherwise transfer any of its rights or obligations under this Agreement.

The Contractor may not, without the written consent of the Company, assign, sub-contract, license or otherwise transfer any of its rights or obligations under this Agreement.

23 Entire agreement

23.1 This Agreement, together with the documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and replaces all previous drafts, agreements, undertakings, representations, warranties, conditions, terms and conditions of any nature, whether in writing or oral, relating to the subject matter of this Agreement.

This Agreement, together with the documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and replaces all previous drafts, agreements, undertakings, representations, warranties, conditions, terms and conditions of any nature, whether in writing or oral, relating to the subject matter of this Agreement.

23.2 No variation of this Agreement shall be effective unless made in writing.

No variation of this Agreement shall be effective unless made in writing.

24 Rights etc cumulative and non-exclusive

24.1 The rights, powers, remedies and other provisions of this Agreement are cumulative and are not exclusive of any other rights, powers, remedies or other provisions provided by law or otherwise.

The rights, powers, remedies and other provisions of this Agreement are cumulative and are not exclusive of any other rights, powers, remedies or other provisions provided by law or otherwise.

24.2 No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any other rights or remedies provided by law or otherwise.

No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any other rights or remedies provided by law or otherwise.

24.3 No single or partial exercise of any right or remedy under this Agreement shall preclude the exercise thereof or the exercise of any other right or remedy provided by law or otherwise.

No single or partial exercise of any right or remedy under this Agreement shall preclude the exercise thereof or the exercise of any other right or remedy provided by law or otherwise.

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25 Costs

Subject to any express provision, each party to this Agreement shall pay its own costs of and in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

each party to this Agreement shall pay its own costs of and in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

26 Invalidity

If any provision of this Agreement is held by any court or other competent authority to be illegal, void, unenforceable or inoperative in whole or in part, it shall be deemed to be deleted, and this Agreement shall nevertheless remain valid and enforceable as to its other provisions and the remainder of the Agreement.

If any provision of this Agreement is held by any court or other competent authority to be illegal, void, unenforceable or inoperative in whole or in part, it shall be deemed to be deleted, and this Agreement shall nevertheless remain valid and enforceable as to its other provisions and the remainder of the Agreement.

27 Notices

27.1 Any notice (which includes any communication) received in connection with the matters covered by this Agreement, unless otherwise provided, be in writing.

27.1 Any notice (which includes any communication) received in connection with the matters covered by this Agreement, unless otherwise provided, be in writing.

27.2 Any such notice shall be given in accordance with clause 27.3 below and may be:

27.2 Any such notice shall be given in accordance with clause 27.3 below and may be:

27.2.1 personally delivered to the addressee given upon production of a copy of this Agreement;

27.2.1 personally delivered to the addressee given upon production of a copy of this Agreement;

27.2.2 sent by first class post in a registered envelope in which case it shall be deemed to have been given two days after the date of posting;

27.2.2 sent by first class post in a registered envelope in which case it shall be deemed to have been given two days after the date of posting;

27.2.3 sent by email in which case it shall be deemed to have been given when it is sent and a return email receipt is received.

27.2.3 sent by email in which case it shall be deemed to have been given when it is sent and a return email receipt is received.

27.3 The addresses and contact details referred to in clause 27.2 are, subject to clause 27.4, as set out in clause 27.3, in which case it shall be deemed to have been given two days after the date of posting.

27.3 The addresses and contact details referred to in clause 27.2 are, subject to clause 27.4, as set out in clause 27.3, in which case it shall be deemed to have been given two days after the date of posting.

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27.4 Either party to this Agreement shall notify the other party of any change to the address or any of the contact details set out in clause 27.3, provided that such notification shall only be deemed to have been given five days after the notice is received.

27.4 Either party to this Agreement shall notify the other party of any change to the address or any of the contact details set out in clause 27.3, provided that such notification shall only be deemed to have been given five days after the notice is received.

28 Relationship of the parties

28.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties, or shall constitute, or be deemed to constitute, an agency relationship between the parties, or shall constitute, or be deemed to constitute, a joint venture between the parties, or shall constitute, or be deemed to constitute, a fiduciary relationship between the parties, or shall constitute, or be deemed to constitute, a relationship of joint and several liability between the parties, or shall constitute, or be deemed to constitute, a relationship of joint and several liability between the parties, or shall constitute, or be deemed to constitute, a relationship of joint and several liability between the parties.

28.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties, or shall constitute, or be deemed to constitute, an agency relationship between the parties, or shall constitute, or be deemed to constitute, a joint venture between the parties, or shall constitute, or be deemed to constitute, a fiduciary relationship between the parties, or shall constitute, or be deemed to constitute, a relationship of joint and several liability between the parties, or shall constitute, or be deemed to constitute, a relationship of joint and several liability between the parties.

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for any purpose.

28.2 Subject to any express or implied obligation, the Contractor shall have no liability, assume any liability, or incur any liability on behalf of the Company

contrary in this Agreement, the Contractor shall not do any act, enter into any contract, give any warranty, incur any liability, express or implied, of any kind on behalf of the Company in any way.

29 Set off

The Contractor shall not be entitled to set off or counterclaim any sums after they become due by reason of the Contractor's obligations which the Contractor may have or allege to have against the Company

payment of any sums after they become due by reason of the Contractor's obligations which the Contractor may have or allege to have against the Company whatsoever.

30 Law and Jurisdiction

30.1 This Agreement shall be governed by the law of England and Wales in accordance with, the terms of the Agreement

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

30.2 In relation to any dispute arising out of or in connection with the Agreement, the parties irrevocably and exclusively submit to the jurisdiction of the English and Welsh courts and waive any objection on the grounds of venue or that the proceedings have been brought in an inconvenient forum

The parties irrevocably and exclusively submit to the jurisdiction of the English and Welsh courts to enforce this Agreement or to determine any dispute arising out of or in connection with the Agreement ("proceedings") each of the parties irrevocably and exclusively submits to the jurisdiction of the English and Welsh courts and waives any objection on the grounds of venue or that the proceedings have been brought in an inconvenient forum

IN WITNESS whereof each of the parties has signed and affixed its seal upon it the day and year first above written

each of the parties has signed and affixed its seal to this Agreement in a manner binding on it

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SCHEDULE 11 – SCHEDULE OF SERVICES

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[SCHEDULE

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SIGNED by
<<Name and Title of person signing
for and on behalf of <<Company Name

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

SIGNED by
<<Name and Title of person signing
for and on behalf of <<Contractor's Name

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

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