

DATED _____

(1) <<Supplier>>

(2) <<Introducer>>

INTRODUCER AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Supplier") and
- (2) <<Name of Introducer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Introducer")

WHEREAS:

- (1) The Supplier is in the business of <<insert brief description of Supplier's business>>, as fully described in Schedule 1.
- (2) The Introducer has a number of contacts that may be interested in purchasing or procuring the Supplier's [goods] **AND/OR** [services] that it is willing and able to introduce to the Supplier.
- (3) The Supplier wishes to be introduced to such contacts and is willing to pay to the Introducer a fixed fee, to be defined in this Agreement, if any such contacts enter into contracts to purchase or procure the Supplier's [goods] **AND/OR** [services] as a result of such an introduction.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

"Applicable Contract"	means a contract between the Supplier and a Prospective Client that has been Introduced by the Introducer for the provision of [goods] AND/OR [services] and that has been entered into within the Introduction Time Limit. For the purposes of this Agreement, Applicable Contracts shall be deemed to have been entered into upon the signing thereof by the Supplier and the relevant Prospective Client and "formation" shall be interpreted accordingly;
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"Business Day"	means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
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"Commencement Date"	means the date on which this Agreement comes into force, as set out in sub-Clause 9.1;
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SAMPLE

	"Confidential Information"	means information which is disclosed or intended to be disclosed in writing by one Party to another Party pursuant to an agreement (whether orally or written) and whether or not the information is designated to be confidential or otherwise
	"Introduction"	means the introduction by a Supplier of the contact details of a Prospective Client. This definition applies equally to "Introducing" and "Introduced";
	"Introduction Date"	means the date on which the Introducer first introduces a Prospective Client;
	"Introduction Fee"	means the fee payable by the Supplier to the Introducer as set forth in Article 5;
	"Introduction Time Limit"	means the period of time (<>period>>, beginning on the date of the Introduction with the Supplier and the period during which the Supplier and the Introducer shall continue to pay the Introduction Fee to be paid by the Supplier);
	"Prospective Client"	means any person or entity who is not an existing client of the Supplier with whom the Supplier has entered into a contract <<insert period>> [and which is specified in Schedule 2]. Any and all references to "Prospective Client" shall include officers of such company having sufficient authority to enter into the procurement of [goods] from the Supplier;
	"Term"	means the term of the Agreement as defined in Article 6;
	"Territory"	means the geographical location of Territory>>.
1.2	Unless the context otherwise requires, the following definitions apply in this Agreement to:	
1.2.1	"writing", and any other form of communication effected by similar means;	includes a reference to any facsimile transmission or electronic mail message;
1.2.2	a statute or a provision of law or a provision as amended;	reference to that statute or provision at the relevant time;
1.2.3	"this Agreement" is the Agreement and each of the Schedules as amended;	the Agreement and each of the Schedules at the relevant time;
1.2.4	a Schedule is a schedule;	and
1.2.5	a Clause or paragraph is a clause (other than the Schedules);	any Clause of this Agreement except the relevant Schedule.
1.2.6	a "Party" or the "Parties" are the Parties to this Agreement.	
1.3	The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.	
1.4	Words imparting the singular shall also include the plural and vice versa.	

- 1.5 References to any gender shall include the male and female genders.
- 1.6 References to persons shall include natural and legal persons.

2. Appointment of the Introducer

- 2.1 The Supplier hereby appoints the Introducer to identify Prospective Clients within the Territory and Introduce the Supplier as specified in Clause 3 and in accordance with the terms of this Agreement.
- 2.2 The Introducer shall have authority to bind the Supplier in any way or incur any liability on the Supplier's behalf (including, but not limited to, entering into legal relationships) and shall not hold itself out as having such authority to do so.
- 2.3 The Introducer shall not, without the written agreement of the Supplier, have any authority to enter into any form of negotiations or agreements on behalf of the Supplier.
- 2.4 The Introducer shall not prepare or use for sales literature (or any other similar materials) for the Supplier or the Supplier's [services] and shall not use any brands, logos or other materials (registered or otherwise) belonging to the Supplier without the Supplier's written agreement.
- 2.5 The Introducer shall, in all dealings with Prospective Clients, ensure that such Clients are aware that the Introducer is representing the Supplier and shall not have any other form of relationship with the Supplier.

3. Introductions

- 3.1 The Introducer shall use reasonable efforts to identify [at least] <<insert number>> Prospective Clients within the Territory beginning on the Commencement Date and, if applicable, <<insert number>>, the first such period of <<insert number>> days.
- 3.2 The Introducer shall Introduce to the Supplier the Prospective Clients identified under sub-Clause 3.1 to the Supplier. The details to include:
- 3.2.1 The full name of the Prospective Client (if the client is not an individual person);
- 3.2.2 Contact details for the Prospective Client, including, but not limited to, telephone number(s), fax number(s), e-mail address and postal address;
- 3.2.3 A detailed description of the Prospective Client including <<insert required particulars>>
- 3.2.4 <<insert additional details>>
- 3.2.5 <<insert additional details>>
- 3.3 The Introducer shall ensure that the Prospective Clients are aware of the [goods] AND/OR [services] supplied by the Supplier and shall take all reasonably necessary steps to facilitate the Introduction of the Prospective Clients to the Supplier. The Introducer shall not make any claims, representations or warranties with respect to the [goods] AND/OR [services] supplied by the Supplier that are not made by the Supplier.

- literature.
- 3.4 [Where the Introduction of the Prospective Client results in the formation of an Applicable Contract with the Prospective Client, the Introducer shall not introduce the same Prospective Client to the Supplier during the Term of this Agreement] OR [for a period of <<insert period>> after the date of the entry into the Applicable Contract, the Introducer shall not introduce the same Prospective Client to the Supplier].
4. **Supplier's Obligations**
- 4.1 [The Supplier shall be under no obligation to come to an agreement or to arrange an introduction to a Prospective Client made by the Introducer and to an agreement or to arrange an introduction to a Prospective Client in the event that the Supplier chooses to do so. The Supplier shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing, nothing shall compel the Supplier to enter into any agreement with a Prospective Client that is not in the best interests of the Supplier.]
- OR
- 4.1 [After an Introduction has been made by the Introducer, the Supplier shall use reasonable endeavours to come to an agreement or to arrange an introduction to a Prospective Client for the purpose of forming an Applicable Contract with the Prospective Client. In the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing, nothing shall compel the Supplier to enter into any agreement with a Prospective Client that is not in the best interests of the Supplier.]
- 4.2 The Supplier shall notify the Introducer of its entry into an Applicable Contract within <<insert period>> Business Days of its entry into an Applicable Contract.
- 4.3 The Supplier shall furnish the Introducer with the following information including, but not limited to, promotional and sales materials, and shall be reasonably required to make such information available to the Introducer to make an introduction to a Prospective Client.
- 4.4 If the Supplier at any time decides to change the [goods] AND/OR the price of the goods, the Supplier is to seek Prospective Client agreement changes or plans to change the [goods] AND/OR the price of the goods, the Supplier is to seek Prospective Client agreement changes [as soon as is reasonably practicable] and shall immediately inform the Introducer of such changes [as soon as is reasonably practicable].
5. **Introduction Fees and Payment**
- 5.1 An Introduction Fee of £<<insert amount>> shall be payable by the Supplier to the Introducer when the Supplier enters into an Applicable Contract with the Prospective Client.
- 5.2 Within <<insert period>> Business Days of the Supplier's notice of entry into an Applicable Contract under sub-Clause 5.1, the Supplier shall submit an invoice to the Supplier for the Introduction Fee.
- 5.3 The Supplier shall pay any Introduction Fee to the Introducer by <<insert method of payment>>.

preferred method(s)>>, to send the invoice to time nominate, within <<insert>> days of receipt of the relevant invoice.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 5.4 If the Supplier fails to pay on the due date until payment is made in full at the rate of <<insert>>% above the <<insert>> bank name>> base rate of <<insert>> per annum, the Introducer shall not be deemed to be in breach of its obligations under this Agreement in the event of suspension of the Supplier's operations.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

5.4.1 that amount shall be made in full at the rate of <<insert>>% above the <<insert>> bank name>> base rate of <<insert>> per annum, the Introducer shall not be deemed to be in breach of its obligations under this Agreement in the event of suspension of the Supplier's operations.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

5.4.2 the Introducer shall not be deemed to be in breach of its obligations under this Agreement in the event of suspension of the Supplier's operations.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 5.5 The Supplier shall not be responsible for any costs incurred by the Introducer in connection with its obligations under this Agreement unless the Parties agree otherwise in writing.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

6. Anti-Bribery Provisions

- 6.1 Both Parties shall act in good faith and shall conduct their business in accordance with the spirit and substance of the anti-bribery provisions of the Agreement and shall ensure that they have in place proportionate compliance measures, including, but not limited to, policies and procedures, and territories in which it operates, including, but not limited to, which it transacts including, but not limited to, service providers and clients.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 6.2 In particular, neither Party shall, directly or indirectly, constitute a bribe including, but not limited to, disproportionately lavish hospitality, gifts or reward or constitute improper influence or constitute improper obligations.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 6.3 Each Party shall ensure that its policies and procedures are in place to prevent any person (as defined in the Bribery Act 2010) from bribing another person with a view to obtaining or retaining an advantage in business, for that Party insofar as any actions of such person are attributable to this Agreement.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 6.4 [The Introducer hereby agrees to comply with its Anti-Bribery Policy, annexed to this Agreement]

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- 6.5 [The Supplier hereby agrees to comply with its Anti-Bribery Policy, annexed to this Agreement]

Introducer may from time to time nominate, within <<insert>> days of receipt of the

7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose to any third party any confidential information at all times during the term of this Agreement.

Introducer may from time to time nominate, within <<insert>> days of receipt of the

- continuance of this Agreement [for a period of 12 months] after its termination:
- 7.1.1 keep confidential all Confidential Information;
 - 7.1.2 not disclose any Confidential Information to any other party;
 - 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;
 - 7.1.4 not make any copies of Confidential Information or part with possession of any Confidential Information;
 - 7.1.5 ensure that none of the Confidential Information disclosed by that Party, would be a breach of the provisions of clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information:
 - 7.2.1.1 any sub-contractor or agent of that Party;
 - 7.2.1.2 any governmental or regulatory body; or
 - 7.2.1.3 any employee or officer of that Party or of any of the bodies mentioned in 7.2.1.1 and 7.2.1.2 above;to such extent only as is necessary for the purposes contemplated by this Agreement or as may be required by law, provided that each Party shall first inform the person to whom the Confidential Information is disclosed that the Confidential Information is confidential and that the disclosure is to any employee or officer of any body mentioned in 7.2.1.1 and 7.2.1.2 above. The other Party a written undertaking should be obtained from the employee or officer in question. Such disclosure shall be made in accordance with the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which it is made; and
 - 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent that such Confidential Information is in the public knowledge through no fault of that Party. In such event, that Party must disclose the Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause 7 shall survive in accordance with their terms [indefinitely] OR [for a period of 12 months] after the termination of this Agreement for any reason.

8. Force Majeure

- 8.1 No Party to this Agreement shall be liable for failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, terrorism, acts of war, governmental action or any other cause beyond the control of the Party in question.
- 8.2 [In the event that the Introduction Clause is not applicable, the obligations hereunder as a

result of force majeure for
Supplier may at its discretion
end of that period.]

of <<insert period>>, the
ent by written notice at the

9. Term and Termination

- 9.1 This Agreement shall come into effect on the <<insert Commencement Date>> and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 9.
- 9.2 Either Party shall have the right to extend the Term of the Agreement by giving not less than <<insert notice period>> written notice prior to the expiry of the Term specified in sub-Clause 9.1 (or any other period for which this Agreement has been extended by this provision) to request the extension of the Term of the Agreement for a further period of <<insert period>>. Such extension shall be subject to the mutual agreement of the Parties.
- 9.3 Either Party may terminate the Agreement by giving written notice to the other not less than <<insert notice period>> written notice on or at any time after the expiry of <<insert minimum term of agreement>>.
- 9.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 9.4.1 any sum owing to the Supplier by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the date of the invoice;
- 9.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice of remedy, fails to remedy it within <<insert period>> after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 9.4.3 an encumbrancer takes control of the property or assets of that other Party;
- 9.4.4 the other Party makes an arrangement with its creditors or, being a company, becomes subject to a winding up or administration order (within the meaning of the Insolvency Act 1986);
- 9.4.5 the other Party, being a company, has a bankruptcy order made against it or, for the purposes of bona fide administration, enters into a moratorium or a voluntary arrangement in such a manner that the company effectively agrees to be bound by or assume the obligations of that other Party under this Agreement);
- 9.4.6 anything analogous to any of the above occurring under the law of any jurisdiction occurs in relation to that other Party;
- 9.4.7 that other Party ceases to carry on business; or
- 9.4.8 control of that other Party is taken over by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1125 of the Companies Act 2006 and the Corporation Tax Act 2010.

- 9.5 For the purposes of sub-Clause 9.4, the Party in breach shall be considered capable of remedy if the Party in breach is able to remedy the breach of the provision in question in all respects.
- 9.6 The rights to terminate the Agreement shall not be affected by this Clause 9 shall not prejudice any other right or remedy available in respect of the breach concerned (if any) or any other breach of the Agreement.
- 10. Effects of Termination**
- Upon the termination of this Agreement, the following provisions shall apply:
- 10.1 any sum owing by either Party to the other under the provisions of this Agreement shall become immediately due and payable;
- 10.2 all Clauses which, either expressly or by implication, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect (This shall include, but not be limited to, the Party's obligation to pay to the other Party the fee for the formation of Applicable Contracts);
- 10.3 termination shall not affect the right of either Party to claim damages or other remedy in respect of the event giving rise to the termination or any other right or remedy which either Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 10.4 subject as provided in this Clause, the rights neither Party shall be affected by the termination;
- 10.5 each Party shall (except to the extent otherwise agreed) immediately cease to use, either directly or indirectly, the Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.
- 11. No Waiver**
- No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver of the right of either Party of a breach of any provision of this Agreement or a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 12. Further Assurance**
- Each Party shall execute and do all such acts and execute all documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.
- 13. Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

14. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of this Agreement at any time.

in any manner from payments due under this Agreement or any other

15. **Assignment and Sub-Contracting**

15.1 [Subject to sub-Clause 15.2, the obligations of the Parties. Neither Party may assign (whether by way of floating charge) or sub-license any of its rights hereunder, or sub-contract any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

15.2 [The Introducer shall be entitled to assign the obligations undertaken by it through any other member or skilled sub-contractors. Any assignment or sub-contracting shall, for the purposes of this Agreement, be deemed to be an act

16. **Time**

16.1 [The Parties agree that all time limits set out in this Agreement shall be of the essence of this Agreement.

16.2 [The Parties agree that the time limits set out in this Agreement are for guidance only and are not to be varied by mutual agreement.

OR

16.2 [The Parties agree that the time limits set out in this Agreement are for guidance only and are not to be varied by mutual agreement.

16.2 [The Parties agree that the time limits set out in this Agreement are for guidance only and are not to be varied by mutual agreement.

17. **Relationship of the Parties**

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18. **Third Party Rights**

No part of this Agreement is intended to confer any benefit on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

No part of this Agreement is intended to confer any benefit on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19. **Notices**

19.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

19.2 Notices shall be deemed to have been given if signed by, or on behalf of, the Party giving the notice.

19.2 Notices shall be deemed to have been given if signed by, or on behalf of, the Party giving the notice.

- 19.2.1 when delivered, if delivered by a messenger (including registered mail) during business hours of the recipient; or
 - 19.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or
 - 19.2.3 on the fifth business day after mailing, if mailed by national ordinary mail, postage paid; or
 - 19.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the Party.

20. Entire Agreement

- 20.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and shall be binding on the Parties and except by an instrument in writing signed by the duly authorized representatives of the Parties.
- 20.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made orally or in writing) other than those expressly stated in this Agreement.

21. Counterparts

This Agreement may be entered into by the Parties and their counterparts and by the Parties to it on separate counterparts, and all such counterparts so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

23. Dispute Resolution

- 23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations by their duly authorized representatives who have the authority to settle such disputes.
- 23.2 [If negotiations under subsection 23.1 fail to resolve the matter within <<insert period>> of receipt of the written notice to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") process.
- 23.3 [If the ADR procedure under subsection 23.2 does not resolve the matter within <<insert period>> of the written notice to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

- 23.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitration rules, either Party may, upon giving written notice to the other, apply to the President or Deputy President for the time being of the Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.]
- 23.5 Nothing in this Clause 23 shall prevent either Party or its affiliates from applying to a court for interim relief.
- 23.6 The Parties hereby agree that the arbitration shall be the final method of dispute resolution under this Agreement and shall be final and binding on both Parties.

24. Law and Jurisdiction

- 24.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to the provisions of Clause 24.1, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters and obligations arising out of or in connection with this Agreement) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier by
<<Name and Title of person signing for the Supplier>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the Introducer by
<<Name and Title of person signing for the Introducer>>

Authorised Signature

Date: _____

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The Supplier's Business

<<Insert details of the Supplier's business and/or services supplied>>

to the nature of the goods

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[SO

Prospective Client Criteria

<<Insert details of necessary or desirable conditions for Client to fulfil>>]

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The Introducer's Anti-Bribery Policy

<<Attach a copy of the Introducer's Anti-Bribery Policy to the Agreement as set out in sub-Clause 6.4>>]

d in sub-Clause 6.4>>]

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The Supplier's Anti-Bribery Policy

<<Attach a copy of the Supplier's Anti-Brib

in sub-Clause 6.5>>]

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