

**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 series of predetermined sums, to be defined in this Agreement, leading up to and concluding with the establishment of an ongoing business relationship with any such contact for the purchase or procurement of the Supplier's [goods] **AND/OR** [services] that results from 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:

<b>"Applicable Contract"</b>	means a contract between the Supplier and a particular Prospective Client that has been Introduced by the Introducer for the provision of [goods] <b>AND/OR</b> [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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<b>"Business Day"</b>	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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<b>"Commencement Date"</b>	means the date on which this Agreement comes into force, as set out in sub-Clause 9.1;
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<b>“Confidential Information”</b>	means information which is disclosed by one Party to another Party pursuant to an agreement (whether orally or in writing) that the information is to be confidential or marked as confidential;
<b>“Introduction”</b>	means the Supplier of the contact details of a Prospective Client. This definition applies equally to “Introduced” and “Introducing”;
<b>“Introduction Date”</b>	means the date the Introducer first introduces a Prospective Client;
<b>“Introduction Fees”</b>	means the fee payable by the Supplier to the Introducer in accordance with Clause 5;
<b>“Introduction Time Limit”</b>	means the period<>, beginning on the date of introduction by the Supplier and the Introducer, during which an Ongoing Business Relationship shall be established;
<b>“Ongoing Business Relationship”</b>	means the relationship between the Supplier and a Client under which a certain number of contracts are reasonably expected to occur under this Agreement, such a relationship shall be established upon the date of the contract, e.g. third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, etc>;
<b>“Prospective Client”</b>	means a person or entity who is not an existing client of the Supplier with whom the Supplier has not entered into a contract [and who is not listed in Schedule 2]. Any and all references to “Prospective Client” shall include references to the officers of such entity who have sufficient authority to enter into the procurement of [goods] from the Supplier; <b>AND</b>
<b>“Term”</b>	means the term of the Agreement as defined in Clause 6;
<b>“Territory”</b>	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;
1.2.2	a statute or a provision of law, or a provision as amended or re-enacted;
1.2.3	“this Agreement” is the Agreement and each of the Schedules as amended or re-enacted;
1.2.4	a Schedule is a schedule to the Agreement and

- 1.2.5 a Clause or paragraph of this Agreement (other than the Schedule) shall apply to the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" shall mean the Party or Parties to this Agreement.
- 1.3 The headings used in this Agreement shall be for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include entities.

## 2. Appointment of the Introducer

- 2.1 The Supplier hereby appoints the Introducer to identify Prospective Clients within the Territory and Introduce them to 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 similar materials) for the Supplier or use any brands, logos or other materials belonging to the Supplier without the written agreement of the Supplier.
- 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, <<insert number>>, the first such period of <<insert number>> months.
- 3.2 The Introducer shall Introduce to the Supplier the Prospective Clients identified under sub-Clause 3.1 to the Supplier and shall provide the following details to include:
- 3.2.1 The full name of the Prospective Client (including the name of the Introducer's contact person);
- 3.2.2 Contact details for the Prospective Client (including, but not limited to, telephone number(s), email address and postal address);
- 3.2.3 A detailed description of the Prospective Client including <<insert number>> required particulars>>
- 3.2.4 <<insert additional details>>

- 3.2.5 <<insert additional details>>
- 3.3 The Introducer shall ensure that the [goods] **AND/OR** [services] supplied by the Supplier are reasonably necessary to facilitate the Introduction of the goods to the Supplier. The Introducer shall not make any claims, representations or warranties with respect to the [goods] or [services] supplied by the Supplier that are not made in the Supplier's own promotional and sales literature.
- 3.4 [Where the Introduction of the goods results in the formation of a business relationship with the 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 Introduction of the goods to the Client and 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 in the event that the Supplier chooses not to do so. The Supplier shall, in good faith, and in the course of its Ongoing Business Relationship with the Supplier, endeavour to establish an introduction to a Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing provisions of this Clause 4.1, 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, the Supplier shall use reasonable endeavours to come to an agreement or to arrange an introduction to a Prospective Client for the purpose of establishing an Ongoing Business Relationship. In the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, establish an introduction to a Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing provisions of this Clause 4.1, 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 Ongoing Business Relationship with the Supplier within <<insert period>> of the date of entry into the Ongoing Business Relationship.
- 4.3 The Supplier shall furnish the Introducer with the following information including, but not limited to, promotional and sales literature, and shall be reasonably required to provide the Introducer to make any necessary changes to the information.
- 4.4 If the Supplier at any time decides to change the [goods] **AND/OR** [services] to which the Introducer is to seek Prospective Clients, the Supplier shall inform the Introducer of such changes [as soon as is reasonably practicable].

## 5. Introduction Fees and Payment

- 5.1 The Introduction Fees payable to the Introducer shall be comprised of the following:

Fee on Introduction:	um>>
Entry into first Applicable Contract:	um>>
Entry into second Applicable Contract:	um>>
Entry into third Applicable Contract constituting establishment of Business Relationship:	um>>

- 5.2 Within <<insert period>> Business Days of the Supplier's notice of an Applicable Contract under this Agreement, the Introducer shall submit an invoice to the Supplier for the Fee due under sub-Clause 5.1.
- 5.3 The Fee on Introduction as set forth in Clause 5.1 shall become due and payable within <<insert period>> Business Days of an Introduction being made under Clause 3. If an Introduction being made under Clause 3, the Introducer shall submit an invoice to the Supplier for the Fee due under sub-Clause 5.1.
- 5.4 The Supplier shall pay any Fee on Introduction to the Introducer by <<insert preferred method(s)>>, to such order as the Introducer may from time to time nominate, within <<insert period>> Business Days of receipt of the relevant invoice.
- 5.5 If the Supplier fails to pay on the Fee on Introduction which is payable to the Introducer under this Agreement, the Supplier shall be liable to the Introducer for the remedy available to the Introducer under this Agreement.
- 5.5.1 that amount shall be payable to the Introducer on the due date until payment is made in full at the rate of <<insert percentage>>% above the <<insert bank name>> base rate, plus interest at the rate of <<insert percentage>>% both before and after any judgment; and
- 5.5.2 the Introducer shall not be bound to provide its provision of the Introduction services if the outstanding amount has not been received by the Introducer. The Introducer shall not be deemed to be in breach of this Agreement in the event of suspension of its services under this Agreement in the event of suspension of its services under this Agreement.
- 5.6 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.

## 6. Anti-Bribery Provisions

- 6.1 Both Parties shall act in good faith and shall conduct their business in accordance with the spirit and intent of the anti-bribery provisions of this Agreement. Each Party shall ensure that it complies with the proportionate compliance requirements of its business; the markets and jurisdictions in which it operates; and the provisions of this Agreement. Each Party shall ensure that it complies with the spirit and intent of the anti-bribery provisions of this Agreement.

and territories in which it operates, and in which it transacts including, but not limited to, its contractors, service providers and clients.

of any other parties with which it transacts, including its contractors, agents, suppliers, and subcontractors.

6.2 In particular, neither Party shall give or offer anything that may, under applicable law, constitute a bribe including, but not limited to, disproportionately lavish hospitality, gifts, or rewards or constitute improper obligations.

neither Party shall give or offer anything that may, under applicable law, constitute a bribe including, but not limited to, disproportionately lavish hospitality, gifts, or rewards or constitute improper obligations of the Bribery Act 2010, or financial incentives and other benefits (whether or not of the Bribery Act 2010) designed to induce, or attempt to induce, the Party concerned of its obligations.

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

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

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

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

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

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

## 7. Confidentiality

7.1 Each Party undertakes that it shall keep confidential all Confidential Information disclosed to it by sub-Clause 7.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of [30 days] after its termination:

Each Party undertakes that it shall keep confidential all Confidential Information disclosed to it by sub-Clause 7.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of [30 days] 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;

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 Confidential Information;

not make any copies of Confidential Information or part with possession of Confidential Information;

7.1.5 ensure that none of its employees, agents, sub-contractors or advisers are aware of Confidential Information or that such disclosure would be a breach of the provisions of 7.1.1 to 7.1.4 above.

ensure that none of its employees, agents, sub-contractors or advisers are aware of Confidential Information or that such disclosure would be a breach of the provisions of 7.1.1 to 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any Confidential Information to:

disclose any Confidential Information to:

7.2.1.1 any sub-contractor or agent of the Party;

any sub-contractor or agent of the Party;

7.2.1.2 any governmental body or regulatory body; or

any governmental body or regulatory body; or

7.2.1.3 any employee or officer of the Party or of any of the bodies mentioned in 7.2.1.1 and 7.2.1.2 above;

any employee or officer of the Party or of any of the bodies mentioned in 7.2.1.1 and 7.2.1.2 above;

to such extent only as may be necessary for the purposes contemplated by this Agreement or as may be required by law, and the 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 such body under sub-Clause 7.2.1 (or to any such body) obtaining the Confidential Information in question. Such confidentiality undertaking should be in writing and should be acceptable in the terms of this Agreement.

to such extent only as may be necessary for the purposes contemplated by this Agreement or as may be required by law, and the 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 such body under sub-Clause 7.2.1 (or to any such body) obtaining the Confidential Information in question. Such confidentiality undertaking should be in writing and should be acceptable in the terms of this Agreement.

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 public, on or after the date of this Agreement, or at any time after its termination, except insofar as it becomes public knowledge through no fault of that Party. In the event of disclosure, that Party must take reasonable steps to prevent further disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

7.3 The provisions of this Clause shall survive in accordance with their terms [indefinitely] OR [for a period of <<insert period>>] after the termination of this Agreement for any reason.

## 8. Force Majeure

8.1 No Party to this Agreement shall be in breach of its obligations where such failure or delay in performing its obligations is caused by any cause beyond the reasonable control of the 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 of the Supplier may at its discretion suspend its obligations hereunder as a result of force majeure for a period of <<insert period>>, the Supplier may at its discretion suspend its obligations hereunder as a result of force majeure for a period of <<insert period>>, the Supplier may at its discretion suspend its obligations hereunder as a result of force majeure for a period of <<insert period>>.]

## 9. Term and Termination

9.1 This Agreement shall commence on the 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 period>> written notice to the other Party prior to the expiry of the Term specified in sub-Clause 9.1. The extension shall be for a period of <<insert period>> (or such shorter period for which this Agreement has been extended previously) 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>> weeks prior to the termination or at any time after <<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 under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the due date;

9.4.2 the other Party commits a material breach of any of the provisions of this Agreement and, after written notice to remedy, fails to remedy



it within <<insert period>> after being given written notice giving full particulars and requiring it to be remedied;

9.4.3 an encumbrancer taking possession 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, by an 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, being a company, enters into liquidation (except for the purposes of bona fide reconstruction and 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 in any jurisdiction occurs in any jurisdiction;

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 entered into 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.

9.5 For the purposes of sub-Clause 9.4, the Party in breach shall be considered capable of remedying the breach if the Party in breach is able to do so in all respects.

9.6 The rights to terminate this Agreement shall not be prejudiced by any other right or remedy available to the Party concerned (if any) or any other Party.

## 10. Effects of Termination

Upon the termination of this Agreement:

10.1 any sum owing by either Party to the other under 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 this Agreement shall remain in full force and effect;

10.3 termination shall not affect the right of the terminating 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 claim or remedy which existed at or before the date of termination;

10.4 subject as provided in this Clause 10, neither Party shall be liable to the other in respect of any accrued rights or obligations to the other; and

10.5 each Party shall (except to the extent that it is necessary to cease to use, either directly or indirectly, Confidential Information) immediately return to the other Party all Confidential Information, and documents in its possession or control which contain or record Confidential Information.

after being given written notice giving full particulars and requiring it to be remedied;

where the other Party is a company, a receiver or administrator of the property or assets of that other Party;

arrangement with its creditors or, being a company, by an administration order (within the meaning of the Insolvency Act 1986);

has a bankruptcy order made against it or, being a company, enters into liquidation (except for the purposes of bona fide reconstruction and in such a manner that the company effectively agrees to be bound by or assume the obligations of that other Party under this Agreement);

anything analogous to any of the above occurring in any jurisdiction occurs in any jurisdiction;

, to carry on business; or

any person or connected persons not having entered into 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.

be considered capable of remedying the breach if the Party in breach is able to do so in all respects.

this Clause 9 shall not be prejudiced by any other right or remedy available to the Party concerned (if any) or any other Party.

any of the provisions of this Agreement shall become immediately due and payable;

, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

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 claim or remedy which existed at or before the date of termination;

in respect of any accrued rights or obligations to the other; and

in Clause 7) immediately return to the other Party all Confidential Information, and 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, execute 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 payments due in any manner from payments due to it under this Agreement or any other agreement at any time.

15. **Assignment and Sub-Contracting**

15.1 [Subject to sub-Clause 15.2, the obligations of each Party under this Agreement is personal to the Parties. Neither Party may assign (whether by way of floating charge) or sub-license (whether by way of delegation) any of its rights or obligations 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 sub-contract the obligations undertaken by it through any other member of the Group, through suitably qualified and experienced sub-contractors. Any such sub-contracting by any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Introducer.

16. **Time**

16.1 [The Parties agree that all the provisions of this Agreement shall be of the essence of this Agreement.

**OR**

16.2 [The Parties agree that the provisions of this Agreement are for guidance only and are not intended to be binding on the Parties and may 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 herein.

## 18. Third Party Rights

No part of this Agreement is intended to be binding 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

19.2.1 when delivered, if delivered by another messenger (including registered mail) during the absence of the recipient; or

19.2.2 when sent, if transmission report is received; or e-mail and a successful transmission report is received; or

19.2.3 on the fifth business day following, if mailed by national ordinary mail, postage paid by addressee.

19.2.4 on the tenth business day following, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the last known address, e-mail address, or facsimile number of the party.

## 20. Entire Agreement

20.1 This Agreement contains [REDACTED] between the Parties with respect to its subject matter [REDACTED] and except by an instrument in writing signed by the duly [REDACTED] of the Parties.

20.2 Each Party acknowledges that its decision to enter into this Agreement, it does not rely on any representation, warranty or other provision (made innocently or negligently) except as expressly stated in this Agreement.

## 21. Counterparts

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

## 22. Severance

In the event that one or more of [REDACTED] agreement is found to be

unlawful, invalid or otherwise unenforceable, the provision(s) shall be deemed severed from the remainder of this Agreement and shall be valid and enforceable.

provision(s) shall be deemed severed from the remainder of this Agreement

## 23. Dispute Resolution

23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiation by their duly authorized representatives who have the authority to settle such disputes.

any dispute arising out of or relating to this Agreement by their duly authorized representatives who

23.2 [If negotiations under subsection 23.1 fail, the Parties shall attempt to resolve the matter within <<insert period>> of receipt of the written notice. If the Parties fail to attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") process, the dispute shall be referred to arbitration by either Party.]

the matter within <<insert period>> of receipt of the written notice. If the Parties fail to attempt to resolve the matter through an agreed Alternative Dispute Resolution ("ADR") process, the dispute shall be referred to arbitration by either Party.]

23.3 [If the ADR procedure under subsection 23.2 fails to resolve the matter within <<insert period>> of the date of the written notice, or if either Party will not participate in the ADR process, the dispute may be referred to arbitration by either Party.]

the matter within <<insert period>> of the date of the written notice, or if either Party will not participate in the ADR process, 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, the Rules of Arbitration of the International Chamber of Commerce may, upon giving written notice to the other Party, be applied by the President or Deputy President for the time being of the International Institute of Arbitrators for any decision on rules that may be required.]

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, the Rules of Arbitration of the International Chamber of Commerce may, upon giving written notice to the other Party, be applied by the President or Deputy President for the time being of the International Institute of Arbitrators 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.

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 and binding method of dispute resolution under this Agreement for both Parties.

the final and binding method of dispute resolution under this Agreement for both Parties.

## 24. Law and Jurisdiction

24.1 This Agreement (including any amendments and variations) shall be governed by, and construed in accordance with, the laws of England and Wales.

shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Subject to the provisions of this Agreement, 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 associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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 associated therewith) 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: \_\_\_\_\_

S

A

M

P

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E

SC

**The Supplier's Business**

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

to the nature of the goods

S  
A  
M  
P  
L  
E

[SO

**Prospective Client Criteria**

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

S  
A  
M  
P  
L  
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[SC

**The Introducer's Anti-Bribery Policy**

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

d in sub-Clause 6.4>>]

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[SC

**The Supplier's Anti-Bribery Policy**

<<Attach a copy of the Supplier's Anti-Bribery Policy in sub-Clause 6.5>>]

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