

DATED << >>

(1) <<The Owner>>

(2) <<The Retailer>>

ISP RETAILER AGREEMENT

THIS ISP RETAILER AGREEMENT is made on << >>

BETWEEN

(1) << >> [Company No. << >>] whose registered office is at << >> (“the Owner”)

(2) << >> whose registered office is at << >> (“the Retailer”)

WHEREAS:

The Owner has developed a web site (“the Site”) which will provide one or more hypertext links or graphical links (“the Links”) to the Retailer’s on line retail service (“the Service”).

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

1.1 In this agreement the following words and expressions shall have the meaning set out beside them:

“**Confidential Information**” means all or any information to which confidentiality is capable of attaching and is the proprietary information of either of the parties to this agreement, including without limitation the business or affairs of the Owner and the Retailer whether or not such information is reduced to a tangible form or is marked in writing or designated orally as “confidential”;

“**Customers**” means individuals ordering products through the Service following Links from the Site; and

“**Term**” the period commencing on the date of this agreement and ending on the date of termination determined in accordance with clause 6.

1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

1.3 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and un-incorporated and (in each case) vice versa.

2. The Owner’s obligations

2.1 Links to the Service will be included in the Site. The positioning of the Links within the Site shall be as agreed from time to time between the Owner and the Retailer. At the discretion of the Owner Links will highlight products included in the Retailers search engine catalogue. The Owner will advise the Retailer in advance of any products which it intends to highlight. The product The Owner links to must be located and available from the Retailers database.

2.2 At the discretion and responsibility of the Owner, Links may be accompanied by a short description, review or other reference to the product. The Retailer shall ensure that any description, review or reference to the price of the product, availability and other terms of trade are consistent with those on the Service at all times.

2.3 Links to the Service will follow a specific format provided by the Retailer

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containing the shop ID number and the name of the shop owner by the Retailer.

3. Retailer obligations

- 3.1 The Retailer will fulfil all obligations to the Service to the highest commercial and operational standards, including those required by the Mail Order Protection Scheme.
- 3.2 The Retailer will provide a service to its Customers through electronic mail and onsite database queries.
- 3.3 The Retailer will promptly return any returned products to its Customers and on receipt of the original purchase cost (including carriage and insurance) to the Customer in returning products to the Retailer for correct products.
- 3.4 Within the Service the Retailer will ensure that it is clear to every Customer that the Retailer is the vendor and not the Owner, and that the Retailer's standard terms and conditions apply.
- 3.5 The Retailer will ensure that the Service is maintained to normal professional standards of Internet hosting and will take all reasonable steps to ensure that all elements of the Retailer's Service, including the Service provided by the Retailer, are accurate and up to date.
- 3.6 The Retailer will ensure that all services through the Service are of merchantable quality and will resolve any disputes arising in connection with products or services through the Service.
- 3.7 The Retailer will reject any orders that do not comply with the Retailer's rules, operating procedures and policies in relation to the Service.
- 3.8 The Retailer shall not be permitted to use, reproduce, modify or exploit in any manner, whether as part of the Service or otherwise any of the Owner's trade marks, logos or names without the prior written approval of the Owner.

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4. Prices and availability

- 4.1 The price charged for each product through this programme will be determined by the Retailer and will be in accordance with the Retailer's pricing policies.
- 4.2 The Retailer may from time to time offer products in "Sale" features. The Retailer will notify the Owner of any such features made through the Link. The Owner will not be permitted to offer any such features.
- 4.3 The Retailer will use all reasonable steps to ensure that its database contains the most accurate information available to ensure availability within the Service.

5. Commission

- 5.1 The Owner will receive a commission of 10% of Net Sales plus any applicable VAT.
- 5.2 The Retailer will supply the Commission to the Owner no later than 15 days after the end of the month in which the Net Sales were made.

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7 Confidentiality

7.1 Subject to clause 7.4 e... party”) undertakes to treat as and keep confidential;

(a) any and all C... which may come into the possession of... any employee, agent or sub-contractor of... a result of or in connection with this agreement... party (the “Other Party”); and

(b) any and all i... en or which may be derived or obtained from... nation.

7.2 In protecting such info... party shall employ a reasonable standard of care, which... s than the standard of care it employs in protecting i... mation.

7.3 Except with the prior w... er Party, the Receiving Party shall not disclose any Confid... y part thereof to any third party other than an employe... or of the Receiving Party and then only to the extent that s... sary for the performance of the Receiving Party’s oblig... ment, in which case such Confidential Informatio... al by the person to whom it is disclosed, including re... e appropriate to enter into a confidentially agreeme... ty in terms similar hereto.

7.4 The provisions of claus... pply to any information which:

(a) is in or enter... r than by breach of sub-clauses 7.1. to 7.3;

(b) is in the pos... Party without restriction in relation to disclosure... pt from the Other Party; or

(c) is obtained f... awfully authorised to disclose such informa...

(d) is authorised... nsent of the Other Party;

(e) is required to... or other competent authority

8. Indemnities

The Owner and the Retailer... ch other and their employees and agents and hold the indemni... and agents harmless against all reasonable claims, actions, c... and expense arising from or incurred by reason of any inf... respective obligations set out in this agreement.

9. General

9.1 The Retailer agrees to... of first refusal for any further

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contract which the Retailer is to supply within the United Kingdom of only those products which are intended however that the Retailer shall not be bound to enter into a contract with the Owner on terms less favourable than those set out in this agreement.

respect of the provision within the United Kingdom of only those products which are intended however that the Retailer shall not be bound to enter into a contract with the Owner on terms less favourable than those set out in this agreement.

9.2 The Owner will not include any link to the Retailer's website for any company whose main business is the provision of services in direct competition to the Retailer without the Retailer's consent provided that the Retailer shall not unreasonably withhold or delay its consent. The link shall be placed on the Retailer's website home page on a basis to be agreed between the parties.

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9.3 The Owner has the right to remove any sexually explicit material from the Retailer's website on the race, sex, religion, ethnicity, age or disability of the user.

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9.4 No amendment to the terms of this agreement shall be made by a written instrument unless it is signed by both parties.

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9.5 This agreement is personal to the parties and neither may give, bargain, sell, assign or otherwise dispose of any part of it without the consent of the other party. The consent not to be unreasonably withheld.

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9.6 Any notice or other communication in connection with this agreement to serve the other party at the address set out in clause 10 shall be served by registered first class post or recorded delivery. Notices served by registered first class post or recorded delivery shall be deemed to be served three (3) business days following the date of posting. All communications served by registered first class post or recorded delivery shall expressly refer to the clause or sub-clause of this agreement to which they are served.

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9.7 If any provision of this agreement is held to be invalid, illegal or unenforceable for any reason, such provision shall continue in full force and effect and the remainder of the provisions hereof shall not be affected. If the invalid provision is held to be fundamental as to the purpose of this agreement, the parties shall immediately enter into negotiations to remedy such invalidity.

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9.8 This agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement and shall supersede all prior representations, negotiations, agreements, negotiations, oral or written in writing.

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AS WITNESS the duly authorised

parties on the date first appearing above.

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Owner's name

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Retailer's name

In the presence of

<<Name & Address of Witness>>

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