

DATED

(1) << >>

(2) << >>

PROVIDER AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Company>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“Company”) and
- (2) <<Name of Provider>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“Provider”)

WHEREAS:

- (1) The Company has established an interactive on-line computer shopping service (“Mall”) pursuant to which the Company may sell products directly to visitors to the Mall via all computer related distribution avenues, including, without limitation, the interactive on-line computer services (the “Services”).
- (2) The Provider wishes to have its Products, <<brief description>> (list to be provided per section 5.2 below) included on the Mall.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Provider agree as follows:

1. Grant of Rights

Provider hereby grants to the Company the following rights:

- 1.1 The right and licence to market and sell the Products on the Mall;
- 1.2 The right and licence to use the Provider’s name, Products (including the likeness of the Products), trade marks, trade names, and copyrights (all whether now owned or hereafter acquired) in connection with the Products for all purposes in connection with the Mall including, without limitation, the Listing (as defined in Clause 5 below) of the Products on the Services and the promotion and advertising of the Mall and the Products;

2. Provider Warranty

Provider represents and warrants that it has the right, power and authority to enter into this Agreement and perform its obligations hereunder and that the sale and Listing of the Products on the Mall and the placement of the Products on the Mall will not violate any agreement, by which the Provider is bound, or any law or governmental regulation.

3. Term

The term of this Agreement shall commence on the date hereof and shall continue for two (2) years from the date hereof (as such term may be extended from time to time, the “Term Period”). The term of this Agreement shall be automatically extended from year to year after the expiration of each Term Period unless terminated by either party by providing written notice to the other party no earlier than sixty (60) days and no later than thirty (30) days prior to the expiration of the Term Period.

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4. **Territory**

The Territory for the license shall be the entire world.

the Company hereunder shall be

5. **Listing of Products**

5.1 The Provider agrees to provide all materials in connection with the Company (including the Company's name and logo) for the Listing of the Products (the "Listing") on the Company's website. The Provider's representations shall be true and accurate and the Provider will use its best efforts to ensure that the Listing conforms to the Company's instructions. The Company shall have the sole right of use and ownership of the Listing, including the right to modify or delete the Listing at any time.

Company with all information and materials and reasonable requested by the Company (including the Company's name and logo) for the Listing of the Products (the "Listing") on the Company's website. The Provider's representations shall be true and accurate and the Provider will use its best efforts to ensure that the Listing conforms to the Company's instructions. The Company shall have the sole right of use and ownership of the Listing, including the right to modify or delete the Listing at any time.

5.2 Promptly after the Company provides the list of the Products to be displayed on the Company's website, the Provider shall commence preparation of the Listing.

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5.3 All information, materials and photographs will be provided to the Provider no later than sixty (60) days before the date of this agreement.

must be presented to the Company no later than sixty (60) days after the date of this agreement.

5.4 If the Provider does not provide all information, materials and photographs within the sixty (60) day period, the Company shall have the right to cancel this agreement and all fees shall be payable upon expiration of the sixty (60) day period.

any with all information, materials and photographs within sixty (60) days, then all fees as set forth in Section 9 shall be payable upon expiration of the sixty (60) day period.

6. **Sale Procedures**

6.1 Promptly upon the receipt of an order to purchase any of the Products, the Company shall place the order with the Provider by the means agreed to by the parties. The order shall include the number and type of Products ordered, the name and address of the customer, and any special instructions.

of an order to purchase any of the Products, the Company shall place the purchase order (the "Purchase Order") with the Provider by the means agreed to by the parties. The Purchase Order shall include the number and type of Products ordered, the name and address of the customer, and any special instructions, including the name and address of the customer.

6.2 <<insert how invoice should be formatted>>

practice>>

6.3 The Company is responsible for payment of the Invoice.

the Invoice.

7. **Supply Price:**

7.1 At the time that the Company provides the list of the Products, the Provider shall provide the Company with the price the Company shall pay for the Products (the "Supply Price"). The Supply Price shall include, but shall not be limited to, the cost of the Products, shipping and handling costs. The Supply Price (excluding shipping and handling costs) shall not be more than the highest price for such Product from any of its competitors at the time of the Supply Price (subject to the limitation set forth in Section 9) at any time, and from time to time, on not less than thirty (30) days written notice to the Company.

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8. **Returns and Replacements**

8.1 The Provider understands and agrees to accept returns directly from the Customer(s) within the time period set forth below. Upon such return, the Provider shall refund the Supply Price in accordance with Section 9.

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8.2 The Provider will provide and honour such warranties and will not be required to provide any services to the Customer in connection with the

their standard warranties and will not be required to provide any services to the Customer in connection with the honouring of any warranties, in

8.3 Upon the receipt of the returned Products, the Provider shall promptly notify the Customer

to the Provider, the Provider shall promptly return the returned Products.

9. Refunds

In the event that the Provider returns the returned Products pursuant to the provisions of Paragraph 7.1 or 7.2 above, the Provider shall refund to the Customer, the Purchase Price of the returned Products. The Company shall not be responsible for any shipping costs paid by the Customer, less

any shipping costs paid by the Customer. The Provider shall refund to the Customer the Purchase Price of the returned Products (less any shipping costs paid by the Customer) within (5) days after receipt of the returned Products. The refund shall be made by the Provider to the Customer by the Supply Price (if previously paid by the Customer) less any shipping charges, along with the name of the Customer and the Purchase Order number for such Products. The Company shall not be responsible for any shipping costs paid by the Customer.

10. [Set-up Fee

The Provider shall pay to the Customer a non-refundable fee of £<< >> for the preparation of the Listing for inclusion of the Listing on the Mall. One half of this amount shall be due prior to the conclusion of this Agreement with the Customer and the remaining half due prior to the conclusion of this Agreement with the Customer to the Mall prior to receipt of the Listing on the Mall.

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11. Inclusion of the Mall

The Company shall include the Listing on the Mall with respect to each of the Services on which the Company makes no representations, warranties or assurances to the Customer.

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12. [Exclusive Right of the Company

12.1 The Provider agrees to grant to the Company, commencing the date hereof through two (2) years after the date of the conclusion of this Agreement (ii) the placement of the Listing on the Mall (as such may be extended from time to time) and (iii) the exclusive right to market the Provider's products. The Provider shall not make any of the Provider's products available for sale to any on-line computer shopping system commencing the date hereof through two (2) years after the date of the conclusion of this Agreement.

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12.2 The Exclusive Period shall be extended from year to year unless terminated by the Company in writing no earlier than sixty (60) days prior to the expiration of the Exclusive Period and no later than thirty (30) days prior to the expiration of the Exclusive Period.

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12.3 The provisions of Paragraph 12.1 shall survive the termination of the Agreement.]

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13. Termination

If either party fails to observe its obligations contained herein, the other party may terminate this Agreement with (5) days prior written notice to the other party. This termination shall be without prejudice to the accrued rights of the other party hereunder and shall not constitute an admission of liability on the part of the other party hereunder and shall not constitute an admission of liability on the part of the other party hereunder and shall not constitute an admission of liability on the part of the other party hereunder. Upon termination of this Agreement, the Provider's rights under this Agreement shall terminate and the Provider shall discontinue the Listing of the Product(s) on the System.

If either party fails to observe its obligations contained herein, the other party may terminate this Agreement with (5) days prior written notice to the other party. This termination shall be without prejudice to the accrued rights of the other party hereunder and shall not constitute an admission of liability on the part of the other party hereunder and shall not constitute an admission of liability on the part of the other party hereunder. Upon termination of this Agreement, the Provider's rights under this Agreement shall terminate and the Provider shall discontinue the Listing of the Product(s) on the System.

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14. **Indemnification**

The Provider shall indemnify the Company, its directors, officers, employees and agents, and against any and all claims, demands, damages, liabilities, losses or expenses arising from the negligence or wilful misconduct. This indemnification shall survive the termination or expiration of this Agreement.

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15. **Notices**

Except as otherwise specified, all notices, requests or other communications from one party to another shall be in writing and shall be given to the party at the address specified in this Agreement, or such other address as such party may specify in writing, by hand delivery, courier service or facsimile transmission. Such notices shall be effective upon receipt by the other party.

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16. **Amendments and Waivers**

Any provision of this Agreement may be amended or waived if, such amendment or waiver is agreed to in writing by both parties. No failure to exercise or delay by any party hereunder in exercising any right or further exercise thereof shall constitute a waiver or further exercise thereof. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

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17. **Governing Law and Venue**

This Agreement is to be governed by the laws of England and the parties submit to the jurisdiction of the English Courts.

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18. **Assignment**

The Company shall have the right to assign and transfer this Agreement and its rights and obligations hereunder. All references to the Company in this Agreement shall be deemed to be references to the assignee and/or transferee. The Provider reserves the right to terminate this Agreement if this Agreement is assigned to any party or parties that are direct competitors of the Provider.

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19. **Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF this Agreement
before written

executed the day and year first

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 <<Provider Name>>

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

