ENSATION ON TERMINATION)

DEL CREDERE SALES AGENO

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Principal>> [a number <<Company Regi-<<insert Address>> ("the P
- (2) <<Name of Agent>> [a continumber <<Company Reginal Company Reginal Company Reginal Company Reginal Company Reginal Company Reginal Regi

WHEREAS:

- The Principal [manufacture of this Agreement.
- (2) The Agent wishes to be a exclusive] agent for the pro

IT IS AGREED as follows:

- 1. Definitions and Interpreta
 - 1.1 In this Agreemer expressions have

"Confidential Informatio

"Connected Persons"

"Data Protection Legisla



<Country of Registration>> under se registered office is at] OR [of]

Country of Registration>> under se registered office is at] OR [of]

f] Products detailed in Schedule 1

al's [sole] **OR** [exclusive] **OR** [non-roducts in the Territory.

otherwise requires, the following

to the business, affairs, or suppliers of either Party, is disclosed by that Party to the ant to, or in connection with, this her orally or in writing or any other ther or not the information is be confidential or marked as

given to that expression by e Corporation Tax Act 2010;

Ill legislation and other regulatory notime to time in force governing lding, and processing of personal but not limited to, the Data 118 or any successor legislation, ation 2016/679 General Data lation (GDPR) and any other EU regulation relating to privacy no (for so long as EU law has legal



"Intellectual Property Ri

and all rights in any patents, trade marks, registered designs, rights to apply for any of those usiness and company names, names and e-mail addresses, de marks and service marks, base rights, know-how, trade designs and inventions, goodwill;

cences, consents, orders, statutes ation to a right in paragraph (a);

ame or similar effect or nature as agraphs (a) and (b) which now or subsist: and

for past infringements of any of s;

to any Products, the price
o the customer therefor (less any
r other applicable sales tax and
or allowances in respect
es Value, as an amount not
Party to the other, is not subject
or other sums under Clause 6.7);

lar products listed in Schedule 1]
e type(s) referred to in Schedule
tured or] sold by or for the
iny other][similar][the same]
tured or] sold by or for the
be [notified from time to time in
cipal to the Agent] or [agreed
n writing between the Principal

pressly stated otherwise) the ts (Council Directive) Regulations from time to time;

the agency and of this ined in Clause 9; and

cation, either all or defined part(s)

h reference in this Agreement to:

on, includes a reference to any or similar means;

is a reference to it as amended, ime;

"Net Sales Value"

"Products"

"the Regulations"

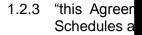
"Term"

"Territory"

- 1.2 Unless the contex
 - 1.2.1 "writing", an communicat
 - 1.2.2 a statute or extended or

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¹ This template assumes that the parties will or



- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings use have no effect upo
- 1.4 References to eith
- Unless the contex plural and in the p

2. Appointment of Agent EITHER

- [2.1 The Principal herel hereby agrees to ac
- 2.2 The Principal may r Territory during the or distributors for the
- 2.3 The Principal may during the Term [b provisions of sub-Cl

OR

- [2.1 The Principal hereb hereby agrees to ac
- 2.2 The Principal may resale] of Products
- 2.3 The Principal may in the Territory during Products to any cunthose sales [or] [it is to that customer in]

OR

- [2.1 The Principal hereby Agent hereby agree
- 2.2 The Principal may a in the Territory from not appoint] a dist Territory during the
- 2.3 The Principal may

 EITHER

 [solicit and/or make]

this Agreement and each of the nted at the relevant time;

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

e for convenience only and shall s Agreement.

ny other gender.

ds in the singular shall include the gular.

as its sole agent, and the Agent

ent for the sale of Products in the [but may not appoint] a distributor e Territory during the Term.

ucts to customers in the Territory unsolicited orders] [subject to the

its exclusive agent and the Agent

ent [or distributor] for the sale [or Term.

s of the Products to customers in rincipal may make sales of the where [either] [it has not solicited e any sales of any of the Products the provisions of sub-Clause 6.2].

its non-exclusive agent, and the

er agents for the sale of Products
Term [and may appoint][but may
or the resale of Products in the

customers in the Territory]

OR

[make sales of the to unsolicited orders [subject to the provi

- 2.4 The above appoint Products in the Ter subject to the terms
- 2.5 The Agent shall at dealings with and o
- 2.6 The Agent is hereb guarantee all sums and with whom the
- 2.7 The Agent shall no Products outside th

3. Agent's Obligations and

- 3.1 The Agent shall u find and obtain of negotiate and ent of and on behalf o
- 3.2 The Agent shall in "Sole Agent"] **OR** and not otherwise.
- 3.3 All sales of the F conditions as the equivalent to the I wholesale or retai other deductions a
- 3.4 Title in and to the shall ensure that conditions approv the Principal].
- 3.5 The Principal sha range of Products same, upon giving
- 3.6 The Agent shall:
 - 3.6.1 [fulfil the sal
 - 3.6.2 [maintain su orders prom behalf of the
 - 3.6.3 keep the P volumes of s
 - 3.6.4 maintain cor Agreement | shall supply

the Territory but only in response

]

be for the promotion and sale of ehalf of the Principal and shall be greement.

d in good faith in all relations and

lere agent and shall be required to by customers found by the Agent tracts on behalf of the Principal.

ducts nor solicit any orders for the

sonable] **OR** [best] endeavours to ucts, and shall be authorised to sales of the Products in the name ior reference to the Principal.

the Products describe itself as [a DR [an "Agent"] for << Principal>>

hall be made on such terms and from time to time, and at prices list from time to time in force for be), subject to such discounts or time to time allow.

pass to the Agent [and the Agent ately stored on its premises [in marked as being the property of

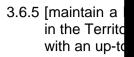
to time to alter the price and/or ement, or discontinue any of the ice notice in writing to the Agent.

edule 3;]

roducts on its premises to meet ith each order which it accepts on

of all actual sales and expected Principal to fulfil all such orders;

s of the Products made under this and advertise the Products] and upon reasonable request; [and]



- 3.6.6 comply with
- 3.7 The Agent shall (at
 - 3.7.1 promoting a as the Princ the Principal
 - 3.7.2 [insuring the
 - 3.7.3 maintaining premises for necessary for Agreement];
 - 3.7.4 obtaining all necessary o for complyin and to its a regulations and labellin responsible)
- 3.8 [The Agent shall i Agreement, collec the Principal, kee Principal], and ac Clause 6.3.1.]
- 3.9 The Agent shall pr

3.9.1	any co
	is rece

- 3.9.2 any m sale, u Territo
- 3.9.3 all app
- 3.9.4 [all ord outside
- 3.10 The Agent shall no

3.10.1	[mak	
	expr	

- 3.10.2 [alte num pack
- 3.10.3 **[**plactor or a

relati

there

tential customers for the Products on request to supply the Principal ad

- is given by the Principal.
- e) be responsible for:

cts in the Territory to such extent uire and in a manner approved by

gent's premises;]

and] [adequate storage and sales other facilities [and personnel] mance of its duties under this

permits and approvals which are f the Products in the Territory and s and regulations relating thereto ement (other than those laws or ethod of manufacture, packaging r which the Principal shall be

s of the Products pursuant to this respect of such sales on behalf of bank account [as trustee for the therefor in accordance with sub-

al of:

ery concerning the Products which

nt in relation to the manufacture, e Products within [or outside] the

ns in the Territory concerning the ware[.][; and]

hing the Products from customers

- ne Products without the Principal's
- h, any marks, trademarks, logos, lentification on the Products or the hich the Principal applies to, or in s;]
- e name of its own on the Products r materials used in connection

3.10.4	[use to th Princ	R
3.10.5	[mak relat the F	
3.10.6	do a relati in co	
3.10.7	[be of sale with,	

onal or selling materials in relation [provided] [or] [approved] by the

, warranties, or guarantees in out the express written consent of

air the goodwill of the Principal in e validity of any trade marks used

either directly or indirectly in the during the Term which compete ducts.

4. Intellectual Property

4.1 The Agent shall pr

4.1.1 any Terri whic

4.1.2 any of important the pers

- 4.2 The Agent shall, things as may be resisting any proc under sub-Clause
- 4.3 Nothing in this Ag
 Intellectual Proper
 Products or the F
 the Agent hereby
 Agreement, it shal
 rights and goodwil
- 4.4 The Agent shall n resembling the P confuse or mislead
- 4.5 The Agent shall respect of any of t
- 4.6 The Agent shall, a Principal may rea validity and enforce Principal during Principal shall in expenses or other
- 4.7 Without prejudice validity of any Int Agent shall not do might invalidate or Principal and shal

e Principal of:

suspected infringement in the Property Rights of the Principal of are; and

of which it becomes aware that the Products in the Territory infringes thts or other rights of any other

ense of the Principal, do all such assist the Principal in taking or v infringement or claim so notified

Agent any rights in respect of any ne Principal on or in relation to the oodwill associated therewith, and ept as expressly provided in this n respect thereof and that all such ested in the Principal.

ny trade marks or trade names so r trade names as to be likely to

ly Intellectual Property Rights in Principal's express consent.

incipal, take all such steps as the tithe Principal in maintaining the I Property Rights belonging to the Agreement [provided that the inst all costs, claims, damages, in connection with such steps].

or any third party to challenge the s belonging to the Principal, the arty to do any act which would or Intellectual Property Rights of the sy third party to omit to do any act

which, by its omiss

4.8 [The Agent shall in which may be incurany use by the A Principal otherwise

ct or character.

om and against any loss or liability elation to third parties by reason of Property Rights belonging to the nder this Agreement.

5. **Principal's Obligations**

The Principal shall:

- 5.1 act dutifully and in
- 5.2 at its own expertation advertising, promodocumentation neint the Territory;
- 5.3 give [reasonable] the volume of sale normally have ex
- 5.4 inform the Agent on non-fulfilment of, entered into on be non-fulfilment.
- from time to time [transport, and insu
- 5.6 not have any obl Products entered Agreement, but th any commission o the Principal to ful
- 5.7 indemnify the Age

5.7.	1	its	b

- 5.7.2 the *b*
- 5.7.3 the reas
 - reas auth
- 5.7.4 dam fault and arisin exter omis

and dealings with the Agent;

with such samples, catalogues, rials, information, and any other of promoting sales of the Products

nt if the Principal anticipates that er than that which the Agent could ist the sales targets set out in

od of its refusal to fulfil, or of any of Products which the Agent has nd the reason for such refusal or

roducts as the Parties may agree earing the cost and risk of it their delivery to the Agent];]

fulfil any contract for the sale of alf of the Principal pursuant to this of the terms of Clause 6 to be paid iffected by any refusal or failure of

ich it may incur by reason of:

ipal's agent; or

ntract for the sale of Products on nt to this Agreement; or

as the Principal's agent with d within the scope of the Agent's nt; or

r personal injury arising from any s or workmanship of the Products claims, demands and expenses on with that liability except to the es as a result of the action or

6. Financial Provisions

6.1 In consideration of Principal shall pa

aken by the Agent hereunder, the n as specified in Schedule 2 in

respect of Production where:

- 6.1.1 the sale has
- 6.1.2 the sale is of or distributor Agent has principal for
- 6.1.3 [the Agent has under this customer in during the appoint that
- 6.2 [The Principal s percentage>>% o Principal during t Clause 2.3.]
- 6.3 Within <<insert pe
 - 6.3.1 the Age amount during the Age the state that amount amount the control of t
 - 6.3.2 the Prii commis Agent is 6.1 and used in
 - 6.3.3 the Prir Clause stateme commis commis
- 6.4 The Agent will be Territory conclude
 - 6.4.1 that sal
 - 6.4.2 that sal previous with the reached expiry.
- 6.5 The Agent shall former agent (incl concluded after the Principal and the attributable to the be shared equitable.

al to a customer in the Territory

sult of the Agent's actions; [or]

he by the Principal or another agent ird party in the Territory where the third party as a customer for the holipal of the same kind: [or]

sole agent or an exclusive agent ale has been concluded with a agent or distributor of the Principal does not permit the Principal to g the Term.]

commission equal to <insert f all Products sold directly by the in the Territory pursuant to sub-

ach calendar month:

rincipal a statement showing the of all Products sold by the Agent the commission thereon to which sub-Clause 6.1 [and enclose with commission and a remittance for ess that commission payable];

the Agent a statement of the that calendar month to which the ub-Clause 6.1] **OR** [sub-Clauses shall set out the main components commission due; and

Agent all sums due under [sub-6.1 and 6.2] as shown in the r sub-Clauses 6.3.1 and 6.3.2 of sum as the Agent has deducted as lue remitted by it pursuant to sub-

n sales of the Products within the terminated or expires if:

to the Agent's efforts during the

third party whom the Agent has pal as a customer for transactions kind and the order for the sale at before the date of termination or

nission on sales generated by a nder sub-Clause 6.4.2, have been of the agreement between the for any such sales as are partly y such case the commission shall the former agent].

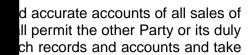


- 6.6 Each Party shall k the Products mad appointed represe copies thereof at a
- 6.7 All sums payable or other applicable otherwise included or similar deduction net of that deduction
- 6.8 Subject to sub-0 Agent by virtue of been paid by the
- 6.9 If the customer ha the Principal, the the customer would

Confidentiality 7.

- 7.1 Each Party under Party, it shall, at a <<insert period>>
 - 7.1.1 Juse reason Information:
 - 7.1.2 not disclose
 - 7.1.3 not use any contemplate
 - 7.1.4 not make an any Confide
 - 7.1.5 ensure that advisers do of the provis
- 7.2 Either Party may:
 - 7.2.1 disclose any
 - 7.2.1.1
 - 7.2.1.2
 - 7.2.1.3

to such exte this Agreem terms of this



exclusive of any value added tax e added to the sum in question or ion. Where any withholding of tax the sum in question shall be paid e provided against any payment.

which becomes payable to the payable only when the price has Products.

ant Products by reason of fault by vable on the latest date on which bliged to make that payment.

luthorised in writing by the other nuance of this Agreement and for xpiry:

eep confidential all Confidential

tion to any other person;

n for any purpose other than as rms of this Agreement:

y way, or part with possession of,

officers, employees, agents, or by that Party, would be a breach . 7.1.2. 7.1.3 or 7.1.4.

to:

supplier of that Party, or, where t, to any customers or prospective

other authority or regulatory body;

er of that Party or of any of the ns:

for the purposes contemplated by v, and in each case subject to that n question that the Confidential pt where the disclosure is to any above or any employee or officer mitting to the other Party a written ion, as nearly as practicable in the onfidential Information confidential

Party first Information such body a of any such undertaking



and to use and

7.2.2 use any Cor other persor

7.2.2.1 it is a beco provious of the or

7.2.2.2 it or reaso that F

for which the disclosure is made;

any purpose, or disclose it to any

nent, or at any time after that date through no fault of that Party, Party does not disclose any part on which is not public knowledge;

be shown by that Party, to the other Party, to have been known to ure.

8. Force Majeure

- 8.1 For the purposes either Party, any c
- 8.2 Neither Party she otherwise liable to non-performance that the delay or has notified the other affected shall be expression.
- 8.3 If the performand Agreement is prev in excess of <<ins into bona fide disc upon such alterna [the other Party <<insert number> performance is so

e Majeure" means, in relation to reasonable control of that Party.

n breach of this Agreement or any delay in performance or the inder this Agreement to the extent to any Force Majeure of which it performance of any obligation so

any of its obligations under this ce Majeure for a continuous period [[months], [the Parties shall enter leviating its effects, or to agreeing ay be fair and reasonable] AND/OR minate this Agreement by giving itten notice to the Party whose provisions of Clause 10].

9. Term and Termination

- 9.1 The Term of this expire on <<insert
- 9.2 In the event that t after the Expiratio into an agency cor
- 9.3 In the event tha indefinite period u Clause 9.4, either accordance with t of a calendar mon

9.3.1 1 ca Tern

9.3.2 2 ca Term nce on <<insert date>> and shall Date").

brming their respective obligations shall be deemed to be converted riod.

mes an agency contract for an t subject to the provisions of subis Agreement by written notice in ds (each to coincide with the end

notice during the first year of the

tice where the second year of the

9.3.3 3 ca Tern subs

- 9.4 Subject to the pro this Agreement by
 - 9.4.1 any sum ov provisions of business data
 - 9.4.2 that other P this Agreem it within << notice givin remedied;
 - 9.4.3 an encumbr company) a that other Pa
 - 9.4.4 that other F creditors or order (within
 - 9.4.5 that other P made again (except for such a manito be bound under this A
 - 9.4.6 anything an jurisdiction of
 - 9.4.7 that other Pa
 - 9.4.8 control of the Persons not Agreement.
- 9.5 [The Principal motice to the Age period>> to meet the period in the
- 9.6 For the purposes of remedy if the P all respects other for performance of
- 9.7 The rights to terr prejudice any othe concerned (if any)

10. Post-Termination Compe

- 10.1 This Clause 10 sh not otherwise).
- 10.2 In the event of ter provided for by R

otice where the third year of the where notice is given in any

her Party may forthwith terminate he other Party if:

at other Party under any of the ot paid within <<insert period>>
/ment:

breach of any of the provisions of capable of remedy, fails to remedy s days after being given written be breach and requiring it to be

or (where the relevant Party is a f any of the property or assets of

tary arrangement with his or its omes subject to an administration vency Act 1986);

l or firm) has a bankruptcy order a company) goes into liquidation mation or re-construction and in ulting therefrom effectively agrees ations imposed on that other Party

foregoing under the law of any ther Party:

to cease, to carry on business; or red by any person or connected other party on the date of this

his Agreement by giving written any <<insert relevant length of eriod.]

reach shall be considered capable by with the provision in question in erformance (provided that the time he essence).

given by this Clause 9 shall not ner Party in respect of the breach

ent that the Regulations apply (but

not be entitled to an indemnity as lations. The default position shall



apply and the Age

10.3 The Agent must in to compensation Failure to do so sh

npensation.

intention to pursue his entitlement termination of this Agreement. of the Agent to compensation.

11. Exclusion of Compensati

No compensation shall be

- 11.1 The Principal has of the Agent which or
- 11.2 The Agent has justified:

11.2.1 by ci

11.2.2 on the

requ

11.3 The Agent, with the duties under this Ag

where:

nt owing to any default on the part iate termination of this Agreement;

ent, unless such termination is

to the Principal; or

infirmity or illness of the Agent in Agent cannot reasonably be ties under this Agreement; or

t, has assigned their rights and

12. [Data Protection

- 12.1 All personal inform will be collected, the Data Protection being, as the case and the rights und
- 12.2 For complete deta retention of perso which personal da the Other Party's personal data sha Privacy Notice of Party are attached
- 12.3 All personal data this Agreement sl Sharing Agreement to this Agreement.

ne Principal ("First Party") may use accordance with the provisions of ghts thereunder of the other party ent or the Principal ("Other Party") egislation of any third party.

ollection, processing, storage, and not limited to, the purpose(s) for sis or bases for using it, details of its and how to exercise them, and the Other Party should refer to the spective Privacy Notices of each

Party with the Other Party under lance with the terms of the Data rties on <<insert date>> pursuant

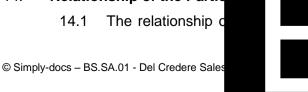
13. [Data Processing

All personal data to be properly principal on behalf of the accordance with the terms Parties on <<insert date>>

14. Relationship of the Partie

n behalf of the Principal or by the greement shall be processed in g Agreement entered into by the lent].]

Agreement shall be that of agent





and principal. No Parties in the rel venturers.

Neither Party shall 14.2 manner whatsoev

shall be construed to place the employer and employee, or joint

to obligate or bind the other in any

Nature of the Agreement 15.

- The Agent shall n 15.1 charge) [or sub-l otherwise delegat consent of the Prin
- 15.2 This Agreement d supersedes and assurances, warra whether written or
- 15.3 [Each Party agre statement, repres or negligently) that
- 15.4 This Agreement signed by the duly
- 15.5 No failure or dela Agreement shall be either Party of a b to be a waiver of a
- 15.6 No person other permitted assigne

16. Severance

The Parties agree that, if Agreement is found to be provisions shall be deeme remainder of this Agreeme

17. **Notices**

- 17.1 All notices under given if signed by, the notice.
- 17.2 Notices shall be d
 - 17.2.1 when delive registered m
 - 17.2.2 if transmitted transmission
 - 17.2.3 on the [sec first class po

In each case notice

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charge (otherwise than by floating s hereunder, or sub-contract or hereunder, except with the written o be unreasonably withheld.

eement between the Parties and evious agreements. promises. hd understandings between them, ct matter.

no remedies in respect of any arranty (whether made innocently

cept by an instrument in writing es of the Parties.

cising any of its rights under this er of that right, and no waiver by this Agreement shall be deemed the same or any other provision.

areement, their successors and enforce any of its terms.

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

e in writing and be deemed duly uthorised officer of the Party giving

aiven:

ier or other messenger (including ss hours of the recipient; or

first business day following

ving mailing, if mailed by prepaid

the most recent address or e-mail



address notified to t

18. Law and Jurisdiction

- 18.1 This Agreement arising therefrom construed in accor
- 18.2 The Parties irrevo claim arising out of contractual matter therewith) shall far and Wales.

IN WITNESS WHEREOF this Ag before written

SIGNED by

<< Name of person signing for Prin

<<Title of person, e.g. Director, sig

for and on behalf of << Principal's I

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

SIGNED by

<< Name of person signing for Age

<Title of person, e.g. Director, sigr

for and on behalf of << Agent's Nar

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

tractual matters and obligations th) shall be governed by, and ingland and Wales.

pute, controversy, proceedings or nis Agreement (including any nonrising therefrom or associated risdiction of the courts of England

executed the day and year first



Products

<<Insert full and precise details of "Products" may include software b

S

thereof) to be sold by the Agent. nysical medium>>

S

Commission

<insert details of basis for calcul percentage of the Net Sales Value</p>

a sum equal to <<insert figure>>

Agent's Sales Targets

<<Insert details of any and all sa period to which target applies, e.g nt must meet, including length of

Each Party's Privacy Notice
<< Attach a copy of each Party's P

S

to in sub-Clause 12.2>>