DELCREDERE SALES AGENCY AGREEMENT (COMPENSATION ON TERMINATION).
THIS AGREEMENT is made the day of BETWEEN:

(1) <<Name of Principal>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> (“the Principal”)

(2) <<Name of Agent>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> (“the Agent”)

WHEREAS:

(1) The Principal [manufactures and] sells the [types of] Products detailed in Schedule 1 of this Agreement.

(2) The Agent wishes to be appointed as the Principal’s [sole] OR [exclusive] OR [non-exclusive] agent for the promotion and sale of the Products in the Territory.

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:

“Confidential Information” means, in relation to the business, affairs, customers, clients or suppliers of either Party, information which is disclosed by that Party to the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as confidential);

“Connected Persons” has the meaning given to that expression by Section 1122 of the Corporation Tax Act 2010;

“Data Protection Legislation” means any and all legislation and other regulatory requirements from time to time in force governing the collection, holding, and processing of personal data including, but not limited to, the Data Protection Act 2018 or any successor legislation, the European Union Regulation 2016/679 General Data Protection Regulation (GDPR) and any other directly applicable EU regulation relating to privacy (for so long as EU law has legal effect in the UK).
“Intellectual Property Rights” means:
(a) any and all rights in any patents, trade marks, registered designs, rights to apply for any of those rights, business and company names, names and e-mail addresses, trade marks and service marks, base rights, know-how, trade designs and inventions, goodwill;
(b) rights under licences, consents, orders, statutes or other applicable sales tax allowances in respect of those rights, as an amount not payable by either Party to the other, which now or in the future may subsist; and
(c) the right to sue for past infringements of any of those rights;

“Net Sales Value” means, in relation to any Products, the price actually charged to the customer therefor (less any other applicable sales tax and allowances in respect thereof), as an amount not payable by either Party to the other, is not subject to a addition of VAT or other sums under Clause 6.7;

“Products” means:
(a) the particular products listed in Schedule 1;
(b) products of the type(s) referred to in Schedule 1 as are manufactured or sold by or for the Principal and of any other similar types(s) manufactured or sold by or for the Principal as may be notified from time to time in writing by the Principal to the Agent;
(c) products of the type(s) referred to in Schedule 1 as are manufactured or sold by or for the Principal and of any other similar types(s) agreed from time to time in writing between the Principal and the Agent;

“the Regulations” means (unless expressly stated otherwise) the Commercial Agents (Council Directive) Regulations 1993 as amended from time to time;

“Term” means the term of the agency and of this Agreement as defined in Clause 9; and

“Territory” means <<insert location, either all or defined part(s)

1.2 Unless the context otherwise requires, each reference in this Agreement to:
1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or similar means;
1.2.2 a statute or a provision of a statute is a reference to it as amended, extended or re-enacted from time to time;
1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules annexed to this Agreement at the relevant time;

1.2.4 a Schedule is a Schedule to this Agreement;

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a “Party” or the “Parties” refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 References to either gender shall include any other gender.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. **Appointment of Agent**

EITHER

[2.1] The Principal hereby appoints the Agent as its sole agent, and the Agent hereby agrees to act in that capacity.

2.2 The Principal may not appoint any other agent for the sale of Products in the Territory during the Term.

2.3 The Principal may make sales of the Products to customers in the Territory during the Term but only in response to unsolicited orders subject to the provisions of sub-Clause 6.2.

OR

[2.1] The Principal hereby appoints the Agent as its exclusive agent, and the Agent hereby agrees to act in that capacity.

2.2 The Principal may not appoint any other [agent or distributor] for the sale of Products in the Territory during the Term.

2.3 The Principal may make sales of the Products to customers in the Territory during the Term [but the Principal may make sales of the Products to any customer in the Territory] where [either] it has not solicited those sales [or] it has before the Term made any sales of any of the Products to that customer in the Territory [subject to the provisions of sub-Clause 6.2].

OR

[2.1] The Principal hereby appoints the Agent as its non-exclusive agent, and the Agent hereby agrees to act in that capacity.

2.2 The Principal may appoint one or more further agents for the sale of Products in the Territory from time to time during the Term [and may appoint] a distributor or distributors for the resale of Products in the Territory during the Term.

2.3 The Principal may

EITHER

[solicit and/or make sales of the Products to customers in the Territory]
2. The above appointment of the Agent shall be for the promotion and sale of Products in the Territory for the Term on behalf of the Principal and shall be subject to the terms and conditions of this Agreement.

2.4 The above appointment shall be for the promotion and sale of Products in the Territory but only in response to unsolicited orders [subject to the provisions of sub-Clauses 6.2 and 6.3].

2.5 The Agent shall act at all times and in all relations and dealings with the Principal and with whom the Agent has concluded contracts on behalf of the Principal in good faith.

2.6 The Agent is hereby appointed as a del credere agent and shall be required to guarantee all sums owing to the Principal by customers found by the Agent and with whom the Agent has concluded contracts on behalf of the Principal.

2.7 The Agent shall not actively market the Products nor solicit any orders for the Products outside the Territory.

3. Agent's Obligations and Freedom of Sale

3.1 The Agent shall use its commercially reasonable endeavours to find and obtain contracts for the sale of the Products, and shall be authorised to negotiate and enter into contracts for the sale of the Products in the name of the Principal without prior reference to the Principal.

3.2 The Agent shall in all dealings concerning the Products describe itself as a "Sole Agent" OR an "Exclusive Agent" OR an "Agent" for <<Principal>> and not otherwise.

3.3 All sales of the Products shall be made on such terms and conditions as the Principal may approve from time to time, and at prices equivalent to the Principal's wholesale or retail price list from time to time in force for similar or comparable products, subject to such discounts or other deductions and allowances as the Principal may from time to time allow.

3.4 Title in and to the Products shall pass to the Agent [and the Agent shall ensure that the Products are separately stored on its premises [in conditions approved by the Principal] and marked as being the property of the Principal].

3.5 The Principal shall be entitled from time to time to alter the price and/or range of Products covered by this Agreement, or discontinue any of the same, upon giving the Agent reasonable notice in writing to the Agent.

3.6 The Agent shall:

3.6.1 [fulfil the sales targets set out in Schedule 3;]

3.6.2 [maintain sufficient stocks of the Products on its premises to meet orders promptly and in accordance with each order which it accepts on behalf of the Principal;]

3.6.3 keep the Principal fully informed of all actual sales and expected volumes of sales made under this Agreement and shall supply the Principal to fulfil all such orders; [and]

3.6.4 maintain complete reports of all sales of the Products made under this Agreement [and the activities to promote and advertise the Products] and shall supply the same to the Principal upon reasonable request; [and]
3.6.5 maintain a list of customers and potential customers for the Products in the Territory from time to time, and on request to supply the Principal with an up-to-date copy thereof;

3.6.6 comply with all reasonable instructions given by the Principal.

3.7 The Agent shall (at its own cost and expense) be responsible for:

3.7.1 promoting and advertising the Products in the Territory to such extent as the Principal may reasonably require and in a manner approved by the Principal;

3.7.2 insuring the Products whilst on the Agent’s premises;

3.7.3 maintaining [adequate storage and sales premises for the Products and other facilities [and personnel] necessary for the performance of its duties under this Agreement];

3.7.4 obtaining all licences, permits and approvals which are necessary or advisable for the sale of the Products in the Territory and for complying with all laws and regulations relating thereto and to its activities under this Agreement (other than those laws or regulations relating to the nature, method of manufacture, packaging and labelling of the Products, for which the Principal shall be responsible).

3.8 [The Agent shall issue invoices for all sales of the Products pursuant to this Agreement, collect payment of monies in respect of such sales on behalf of the Principal, keep them in a separate bank account [as trustee for the Principal], and account to the Principal therefor in accordance with sub-Clause 6.3.1.]

3.9 The Agent shall promptly inform the Principal of:

3.9.1 any complaint or after-sales query concerning the Products which is received;

3.9.2 any matters likely to be relevant in relation to the manufacture, sale, use or development of the Products within [or outside] the Territory;

3.9.3 all applicable laws or regulations in the Territory concerning the Products of which it becomes aware;

3.9.4 all orders or enquiries concerning the Products from customers outside the Territory.

3.10 The Agent shall not:

3.10.1 make any modifications to the Products without the Principal’s express consent;

3.10.2 alter, remove, or tamper with any marks, trademarks, logos, numbers or other means of identification on the Products or the packaging of the Products, or any markings by which the Principal applies to, or in relation to, the Products;

3.10.3 place any trade mark or trade name of its own on the Products or any materials used in connection therewith.
3.10.4 [use any advertising, promotional or selling materials in relation to the Products except those provided, or approved by the Principal;]

3.10.5 [make any representations, warranties, or guarantees in relation to the Products without the express written consent of the Principal;]

3.10.6 [do anything which might impair the goodwill of the Principal in relation to the Products or the validity of any trade marks used in connection therewith;]

3.10.7 [be concerned or interested, either directly or indirectly in the sale or promotion of any goods during the Term which compete with the Products.]

4. **Intellectual Property**

4.1 The Agent shall promptly and fully notify the Principal of:

4.1.1 any actual, threatened, or suspected infringement in the Territory of any Intellectual Property Rights of the Principal of which the Agent becomes aware; and

4.1.2 any claim by any third party of which it becomes aware that the importation into or sale of the Products in the Territory infringes the Intellectual Property Rights or other rights of any other person.

4.2 The Agent shall, at the request and expense of the Principal, do all such things as may be reasonably required to assist the Principal in taking or resisting any proceedings in relation to any infringement or claim so notified under sub-Clause 4.1.

4.3 Nothing in this Agreement shall give the Agent any rights in respect of any Intellectual Property Rights in the Products or the Principal, or the goodwill associated therewith, and the Agent hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Principal.

4.4 The Agent shall not use in the Territory any trade marks or trade names so resembling the Principal's trade marks or trade names as to be likely to confuse or mislead the public.

4.5 The Agent shall not register any Intellectual Property Rights in respect of any of the Products without the Principal's express consent.

4.6 The Agent shall, at the request of the Principal, take all such steps as the Principal may reasonably require at the Principal in maintaining the validity and enforceability of any Intellectual Property Rights belonging to the Principal during the Term of this Agreement [provided that the Principal shall indemnify the Agent against all costs, claims, damages, expenses or other liabilities arising from or in connection with such steps].

4.7 Without prejudice to the rights of the Principal or any third party to challenge the validity of any Intellectual Property Rights belonging to the Principal, the Agent shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property Rights of the Principal and shall not be concerned or interested, either directly or indirectly in the sale or promotion of any goods during the Term which compete with the Products.
which, by its omission would have that effect or character.

4.8 [The Agent shall indemnify the Principal from and against any loss or liability which may be incurred by the Principal in relation to third parties by reason of any use by the Agent of the Intellectual Property Rights belonging to the Principal otherwise than as contemplated under this Agreement.]

5. **Principal's Obligations**

The Principal shall:

5.1 act dutifully and in good faith in all relations and dealings with the Agent;

5.2 at its own expense supply the Agent with such samples, catalogues, advertising, promotional and selling materials, information, and any other documentation necessary for the purpose of promoting sales of the Products in the Territory;

5.3 give [reasonable] notice to the Agent if the Principal anticipates that the volume of sales will be significantly lower than that which the Agent could normally have expected and shall adjust the sales targets set out in Schedule 3 accordingly;

5.4 inform the Agent of its refusal to fulfill, or of any non-fulfillment of, contract for the sale of Products which the Agent has entered into on behalf of the Principal and the reason for such refusal or non-fulfilment;

5.5 supply the Agent with such stocks of the Products as the Parties may agree from time to time [and be responsible for bearing the cost and risk of transport, and insurance of such stock until their delivery to the Agent];

5.6 not have any obligation to the Agent to fulfill any contract for the sale of Products entered into on behalf of the Principal pursuant to this Agreement, but the Agent’s right by virtue of the terms of Clause 6 to be paid any commission on that sale shall not be affected by any refusal or failure of the Principal to fulfill such a contract;

5.7 indemnify the Agent against any liability which it may incur by reason of:

5.7.1 its being held out as the Principal’s agent; or

5.7.2 the Agent entering into a contract for the sale of Products on behalf of the Principal pursuant to this Agreement; or

5.7.3 the Agent acting as the Principal’s agent with reasonable skill and care and within the scope of the Agent’s authority under this Agreement; or

5.7.4 damage to property, death or personal injury arising from any fault or defect in the materials or workmanship of the Products and any reasonable costs, claims, demands and expenses arising in connection with that liability except to the extent of such damages as a result of the action or omission of the Agent.

6. **Financial Provisions**

6.1 In consideration of the obligations undertaken by the Agent hereunder, the Principal shall pay commission as specified in Schedule 2 in
respect of Products sold directly to a customer in the Territory where:

6.1.1 the sale has been a direct result of the Agent’s actions; [or]

6.1.2 the sale is continuing to be concluded by the Principal or another agent or distributor of the Principal and a third party in the Territory where the Agent has previously acquired that third party as a customer for the Principal for transactions of the same kind; [or]

6.1.3 [the Agent has been appointed as a sole agent or an exclusive agent under this Agreement and that sale has been concluded with a customer in the Territory during the Term and the Principal does not permit the Principal to appoint that third party as a customer for transactions with the Principal during the Term.]

6.2 The Principal shall pay the Agent a commission equal to <<insert percentage>>% of all Products sold directly by the Principal during the Term to customers in the Territory pursuant to sub-Clause 2.3.

6.3 Within <<insert period>> after the end of each calendar month:

6.3.1 the Agent shall submit to the Principal a statement showing the amount of the Net Sales Value of all Products sold by the Agent during that calendar month and the commission thereon to which the Agent is entitled pursuant to sub-Clause 6.1 [and enclose with that statement an invoice for that commission and a remittance for that amount less that commission payable];

6.3.2 the Principal shall submit to the Agent a statement of the commission due on all sales from that calendar month to which the Agent is entitled pursuant to sub-Clauses 6.1 and 6.2 [and that statement shall set out the main components used in calculating the amount of commission due]; and

6.3.3 the Principal shall pay to the Agent all sums due under sub-Clauses 6.1 and 6.2 as shown in the statement to be provided under sub-Clauses 6.3.1 and 6.3.2 of commission due as the Agent has deducted as commission remitted by it pursuant to sub-

6.4 The Agent will be entitled to commission on sales of the Products within the Territory concluded after this Agreement is terminated or expires if:

6.4.1 that sale mainly attributable to the Agent’s efforts during the Term of this Agreement;

6.4.2 that sale is concluded with a third party whom the Agent has previously acquired for the Principal as a customer for transactions with the Principal of the same kind and the order for the sale reached the Principal or the Agent before the date of termination or expiry.

6.5 The Agent shall not be entitled to commission on sales generated by a former agent (including those which, as under sub-Clause 6.4.2, have been concluded after the expiry of the agreement between the Principal and the former agent) except for any such sales as are partly attributable to the Agent. In any such case the commission shall be shared equitably between the Agent and the former agent].
6.6 Each Party shall keep separate and accurate accounts of all sales of the Products made in the Territory and shall permit the other Party or its duly appointed representative to inspect such records and accounts and take copies thereof at any reasonable time.

6.7 All sums payable under this Agreement are exclusive of any value added tax or other applicable tax which shall be added to the sum in question or otherwise included therein. Where any withholding of tax or similar deduction is required, the sum in question shall be paid net of that deduction and a VAT invoice shall be provided against any payment.

6.8 [Subject to sub-Clauses 6.9 and 6.10,] commission which becomes payable to the Agent by virtue of this Agreement is payable only when the price has been paid by the customer for the relevant Products.

6.9 If the customer has not paid for the relevant Products by reason of fault by the Principal, the commission shall be payable on the latest date on which the customer would otherwise have been obliged to make that payment.

7. Confidentiality

7.1 Each Party undertakes that, except as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for a period of [<<insert period>>] after its termination or expiry:

7.1.1 [use reasonable endeavours to keep confidential all Confidential Information;]

7.1.2 not disclose any Confidential Information to any other person;

7.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;

7.1.4 not make any copies of, record in any way, or part with possession of, any Confidential Information;

7.1.5 ensure that any officers, employees, agents, or advisers of that Party, or any employee or officer of any of the aforementioned persons, does not do any act which, if done by that Party, would be a breach of the provisions of sub-Claus 7.1.1, 7.1.2, 7.1.3 or 7.1.4.

7.2 Either Party may:

7.2.1 disclose any Confidential Information:

7.2.1.1 to any supplier of that Party, or, where relevant, to any customers or prospective customers;

7.2.1.2 to any governmental or other authority or regulatory body;

7.2.1.3 to any officer of that Party or of any of the aforementioned persons;

7.2.1.4 to such extent as is necessary for the purposes contemplated by this Agreement, and in each case subject to that Party first informing the other Party in question that the Confidential Information is confidential and obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential.
and to use it only for the purposes for which the disclosure is made; and

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that:

7.2.2.1 it is at the date of this Agreement, or at any time after that date becomes, to the knowledge of that Party, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge;

or

7.2.2.2 it or any part thereof can be shown by that Party, to the reasonable satisfaction of the other Party, to have been known to that Party prior to such disclosure.

8. Force Majeure

8.1 For the purposes of this Agreement “Force Majeure” means, in relation to either Party, any circumstances beyond the reasonable control of that Party.

8.2 Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party by reason of any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party in writing. The time for performance of any obligation so affected shall be extended accordingly.

8.3 If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of <<insert number>> of [weeks][months], the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable AND/OR the other Party shall be entitled to terminate this Agreement by giving <<insert number>> of business days written notice to the Party whose performance is so affected, subject to the provisions of Clause 10.

9. Term and Termination

9.1 The Term of this Agreement shall commence on <<insert date>> and shall expire on <<insert date>> (“the Expiration Date”).

9.2 In the event that the Parties continue performing their respective obligations after the Expiration Date, this Agreement shall be deemed to be converted into an agency contract for an indefinite period.

9.3 In the event that this Agreement becomes an agency contract for an indefinite period under sub-Clause 9.2, subject to the provisions of sub-Clause 9.4, either Party may terminate this Agreement by giving notice in accordance with the following notice periods (each to coincide with the end of a calendar month):

9.3.1 1 calendar month’s notice during the first year of the Term;

9.3.2 2 calendar months’ notice where the second year of the Term.
9.3.3 3 calendar months' written notice where the third year of the Term has commenced and where notice is given in any subsequent year.

9.4 Subject to the provisions of Clause 10, either Party may forthwith terminate this Agreement by giving written notice to the other Party if:

9.4.1 any sum owing to that other Party under any of the provisions of this Agreement is not paid within <<insert period>> business days of the due date for payment;

9.4.2 that other Party commits any breach of any of the provisions of this Agreement which is incapable of remedy, fails to remedy it within <<insert period>> days after being given written notice giving full particulars of the breach and requiring it to be remedied;

9.4.3 an encumbrancer takes possession, or (where the relevant Party is a company) a receiver is appointed, of any of the property or assets of that other Party;

9.4.4 that other Party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 that other Party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);

9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction of which that other Party;

9.4.7 that other Party ceases, or threatens to cease, to carry on business; or

9.4.8 control of that other Party is acquired by any person or connected Persons not having control of that other party on the date of this Agreement.

9.5 [The Principal may forthwith terminate this Agreement by giving written notice to the Agent if the Agent fails in any <<insert relevant length of period>> to meet the sales target for that period.]

9.6 For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time for performance of that obligation is not of the essence).

9.7 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any).

10. Post-Termination Compensation

10.1 This Clause 10 shall apply if and to the extent that the Regulations apply (but not otherwise).

10.2 In the event of termination of this Agreement, the Agent shall not be entitled to an indemnity as provided for by Regulations. The default position shall
apply and the Agent shall be entitled to compensation.

10.3 The Agent must inform the Principal of his intention to pursue his entitlement to compensation within one year of the termination of this Agreement. Failure to do so shall void any entitlement of the Agent to compensation.

11. **Exclusion of Compensation**

No compensation shall be payable under Clause 10 where:

11.1 The Principal has terminated this Agreement owing to any default on the part of the Agent which would justify the immediate termination of this Agreement; or

11.2 The Agent has terminated this Agreement, unless such termination is justified:

11.2.1 by cause attributable to the Principal; or

11.2.2 on the grounds of the age, infirmity or illness of the Agent in consequence of which the Agent cannot reasonably be required to continue his activities under this Agreement; or

11.3 The Agent, with the Principal's agreement, has assigned their rights and duties under this Agreement.

12. **[Data Protection]**

12.1 All personal information that the Principal or the Principal which may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the rights thereunder of the other party being, as the case may be, the Agent or the Principal and the rights under the legislation of any third party.

12.2 For complete details of the First Party's collection, processing, storage, and retention of personal data, which personal data is used and the purpose(s) for which personal data is used, the basis or bases for using it, details of the Other Party's and any third party's rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. The respective Privacy Notices of each Party are attached at Schedule 4.

12.3 All personal data to be processed by the Agent on behalf of the Principal or by the Principal on behalf of the Agent under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.

13. **[Data Processing]**

All personal data to be processed by the Agent on behalf of the Principal or by the Principal on behalf of the Agent shall be processed in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.

14. **Relationship of the Parties**

14.1 The relationship of the parties under this Agreement shall be that of agent
14. Neither Party shall have the right or power to obligate or bind the other in any manner whatsoever.

15. **Nature of the Agreement**

15.1 The Agent shall not assign, mortgage, or charge (otherwise than by floating charge) [or sub-license] any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the Principal; such consent not to be unreasonably withheld.

15.2 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3 [Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.]

15.4 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

15.5 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15.6 No person other than a Party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its terms.

16. **Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

17. **Notices**

17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

17.2 Notices shall be deemed to have been duly given:

17.2.1 when delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

17.2.2 if transmitted by email, on the first business day following transmission; or

17.2.3 on the second business day following mailing, if mailed by prepaid first class post.

In each case notices shall be addressed to the most recent address or e-mail provided.
18. **Law and Jurisdiction**

18.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 The Parties irrevocably agree that any dispute, controversy, proceedings or claim arising out of or in connection with this Agreement (including any non-contractual matters arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by
<<Name of person signing for Principal>>
<<Title of person, e.g. Director, signing for Principal>>
for and on behalf of <<Principal's Name>>

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

SIGNED by
<<Name of person signing for Agent>>
<<Title of person, e.g. Director, signing for Agent>>
for and on behalf of <<Agent's Name>>

[In the presence of <<Name & Address of Witness>>]
Products
<<Insert full and precise details of all Products (or types thereof) to be sold by the Agent. "Products" may include software but only if supplied on a physical medium>>
Commission
<insert details of basis for calculating commission, e.g. a sum equal to <<insert figure>> percentage of the Net Sales Value>
Agent’s Sales Targets
<<Insert details of any and all sales targets that the Agent must meet, including length of period to which target applies, e.g. quarter, year etc.>>

Agent’s Sales Targets
Each Party’s Privacy Notice
<<Attach a copy of each Party’s Privacy Notice, as referred to in sub-Clause 12.2>>