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DEL CREDERE SALES AGENCY

(COMPENSATION ON TERMINATION)

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Principal>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Principal")]
- (2) <<Name of Agent>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Agent")]

WHEREAS:

- (1) The Principal [manufactures or sells] Products detailed in Schedule 1 of this Agreement.
- (2) The Agent wishes to be a [sole] **OR** [exclusive] **OR** [non-exclusive] agent for the products in the Territory.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Confidential Information" means information disclosed to the business, affairs, employees, agents, or suppliers of either Party, which is disclosed by that Party to the other Party, in writing or orally, or in connection with, this Agreement, whether or not the information is marked as confidential or marked as

"Connected Persons" means persons given to that expression by section 254 of the Corporation Tax Act 2010;

"Data Protection Legislation" means all legislation and other regulatory provisions in time to time in force governing the collection, holding, and processing of personal data, but not limited to, the Data Protection Act 2018 or any successor legislation, Regulation 2016/679 General Data Protection Regulation (GDPR) and any other applicable EU regulation relating to privacy and data protection (for so long as EU law has legal

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“Intellectual Property Ri

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

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

ame or similar effect or nature as paragraphs (a) and (b) which now or subsist; and

e for past infringements of any of ts;

“Net Sales Value”

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

“Products”

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ular products listed in Schedule 1] e type(s) referred to in Schedule ctured or] sold by or for the any other][similar][the same] ctured or] sold by or for the pe [notified from time to time in picipal to the Agent] OR [agreed n writing between the Principal

“the Regulations”

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

“Term”

f the agency and of this ined in Clause 9; and

“Territory”

ication, either all or defined part(s)

1.2 Unless the context

n reference in this Agreement to:

1.2.1 “writing”, an communicat

on, includes a reference to any r similar means;

1.2.2 a statute or extended or

is a reference to it as amended, ime;

¹ This template assumes that the parties will or

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1.2.3 "this Agreement" means this Agreement and each of the Schedules attached to this Agreement and each of the Schedules attached to this Agreement at the relevant time;

1.2.4 a Schedule means a Schedule attached to this Agreement;

1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than a Clause or Paragraph of a Schedule) and a Paragraph of the relevant Schedule;

1.2.6 a "Party" or "Parties" means 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 requires otherwise, 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 as such agent.]

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

2.3 The Principal may not make sales of Products to customers in the Territory during the Term [but may make sales of Products 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 as such agent.]

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

2.3 The Principal may not 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 not made any sales of any of the Products to that customer in the Territory during the Term] [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 as such agent.]

2.2 The Principal may appoint one or more agents for the sale of Products in the Territory during the Term [and may appoint][but may not appoint] a distributor or distributors for the resale of Products in the Territory during the Term.

2.3 The Principal may not make sales of Products to customers in the Territory during the Term [but may make sales of Products to customers in the Territory] [subject to the provisions of sub-Clause 6.2].

EITHER

[solicit and/or make sales of Products to customers in the Territory]

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OR

[make sales of the Products in the Territory but only in response to unsolicited orders]

[subject to the provisions of Clause 2.3]

2.4 The above appointment shall be for the promotion and sale of Products in the Territory on behalf of the Principal and shall be subject to the terms of this Agreement.

2.5 The Agent shall act in good faith in all relations and dealings with and on behalf of the Principal.

2.6 The Agent is hereby appointed as the sole agent and shall be required to guarantee all sums payable by customers found by the Agent and with whom the Agent enters into contracts on behalf of the Principal.

2.7 The Agent shall not sell or solicit any orders for the Products outside the Territory.

3. **Agent's Obligations and Responsibilities**

3.1 The Agent shall use its [reasonable] OR [best] endeavours to find and obtain orders for the Products, and shall be authorised to negotiate and enter into contracts for the sales of the Products in the name of and on behalf of the Principal for reference to the Principal.

3.2 The Agent shall identify itself as the Products describe itself as [a "Sole 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 determine from time to time, and at prices equivalent to the prices shown on the list from time to time in force for the time to time allow (whether by wholesale or retail or otherwise), subject to such discounts or other deductions as the Principal may 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 marked as being the property of the Principal]].

3.5 The Principal shall have the right to time to alter the price and/or range of Products, to vary the agreement, or discontinue any of the same, upon giving the Agent advance notice in writing to the Agent.

3.6 The Agent shall:

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

3.6.2 [maintain sufficient stock of Products on its premises to meet orders promptly and shall be required to supply with each order which it accepts on behalf of the Principal];

3.6.3 keep the Principal advised of all actual sales and expected volumes of sales of the Products; and

3.6.4 maintain complete records of the Products made under this Agreement [and shall supply the Principal with copies of the same and advertise the Products] and shall supply the Principal with copies of the same upon reasonable request; [and

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3.6.5 [maintain a
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with an up-to

potential customers for the Products
on request to supply the Principal
and]

3.6.6 comply with

as given by the Principal.

3.7 The Agent shall (at

e) be responsible for:

3.7.1 promoting a
as the Princ
the Principal

acts in the Territory to such extent
require and in a manner approved by

3.7.2 [insuring the

agent's premises;]

3.7.3 maintaining
premises fo
necessary f
Agreement];

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

3.7.4 obtaining all
necessary o
for complyin
and to its a
regulations
and labelling
responsible)

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

3.8 [The Agent shall i
Agreement, collec
the Principal, kee
Principal], and ac
Clause 6.3.1.]

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-

3.9 The Agent shall pr

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ent in relation to the manufacture,
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ware[.]; and]

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3.10 The Agent shall no

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h, any marks, trademarks, logos,
identification on the Products or the
which the Principal applies to, or in
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e name of its own on the Products
r materials used in connection

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3.10.4 [use] onal or selling materials in relation to the [provided] [or] [approved] by the Principal

3.10.5 [mak] , warranties, or guarantees in relation to the Products without the express written consent of the Principal

3.10.6 do a fair the goodwill of the Principal in relation to the validity of any trade marks used in connection with the Products

3.10.7 [be] either directly or indirectly in the sale of Products during the Term which compete with the Products.]

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4. Intellectual Property

4.1 The Agent shall protect the Intellectual Property Rights of the Principal of:

4.1.1 any suspected infringement in the Territory of the Principal's Intellectual Property Rights of the Principal of which it becomes aware;

4.1.2 any Products in the Territory infringes the Intellectual Property Rights or other rights of any other person.

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

4.3 Nothing in this Agreement shall constitute the Agent any rights in respect of any Intellectual Property Rights of the Principal on or in relation to the Products or the goodwill associated therewith, and the Agent hereby waives any such rights except as expressly provided in this Agreement, it shall not be deemed to have any interest in respect thereof and that all such rights and goodwill shall be vested in the Principal.

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4.4 The Agent shall not use 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 assign any Intellectual Property Rights in the Territory without the Principal's express consent.

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4.6 The Agent shall, at the request of the Principal, take all such steps as the Principal may reasonably require to protect the Principal in maintaining the validity and enforcement of the 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, and expenses or other losses incurred in connection with such steps].

4.7 Without prejudice to the above, the Agent shall not do anything which might invalidate or impair the Intellectual Property Rights of the Principal and shall not encourage any third party to challenge the validity of any Intellectual Property Rights belonging to the Principal, the Agent shall not do anything which would or might invalidate or impair the Intellectual Property Rights of the Principal and shall not encourage any third party to omit to do any act

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which, by its omission, may affect the nature, extent 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 connection with any use by the Agent of the Property Rights belonging to the Principal otherwise than in connection with the performance of its obligations under this Agreement.]

5. **Principal's Obligations**

The Principal shall:

- 5.1 act dutifully and in accordance with the terms of the Agreement and dealings with the Agent;
- 5.2 at its own expense provide the Agent with such samples, catalogues, advertising, promotional materials, information, and any other documentation needed for the Agent to promote the Products in the Territory;
- 5.3 give [reasonable] notice to the Agent if the Principal anticipates that the volume of sales of the Products will be less than that which the Agent could normally have expected to achieve in the Territory in accordance with the sales targets set out in Schedule 3 according to the Agreement;
- 5.4 inform the Agent of any refusal to fulfil, or of any non-fulfilment of, any 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 the Products as the Parties may agree from time to time [bearing the cost and risk of transport, and insure the Products until their delivery to the Agent];]
- 5.6 not have any obligation to fulfil any contract for the sale of Products entered into on behalf of the Principal pursuant to this Agreement, but the Agent shall be entitled to claim from the Principal of the terms of Clause 6 to be paid in respect of any such contract which is affected by any refusal or failure of the Principal to fulfil its obligations under the Agreement;
- 5.7 indemnify the Agent for any loss or liability which it may incur by reason of:
 - 5.7.1 its breach of any obligation under the Agreement as the Principal's agent; or
 - 5.7.2 the Agent's performance of any contract for the sale of Products on behalf of the Principal pursuant to this Agreement; or
 - 5.7.3 the Agent's performance of any contract for the sale of Products as the Principal's agent with the Agent's consent and within the scope of the Agent's authority; or
 - 5.7.4 damage to the Agent's person or personal injury arising from any negligence or workmanship of the Products or any claims, demands and expenses incurred by the Agent in connection with that liability except to the extent that such loss or liability is caused as a result of the action or omission of the Agent.

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6. **Financial Provisions**

- 6.1 In consideration of the services to be provided by the Agent hereunder, the Principal shall pay to the Agent the Commission as specified in Schedule 2 in

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respect of Products sold to a customer in the Territory where:

al to a customer in the Territory

6.1.1 the sale has

result of the Agent's actions; [or]

6.1.2 the sale is concluded by the Principal or another agent or distributor in the Territory where the Agent has previously acted as a third party as a customer for the Principal for

by the Principal or another agent or distributor in the Territory where the third party as a customer for the Principal of the same kind; [or]

6.1.3 [the Agent has acted as a sole agent or an exclusive agent under this agreement and a sale has been concluded with a customer in the Territory by an agent or distributor of the Principal during the Term of the agreement. This clause does not permit the Principal to appoint that agent or distributor during the Term.]

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

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

a commission equal to <insert percentage>>% of the net sales of all Products sold directly by the Agent in the Territory pursuant to sub-

6.3 Within <<insert period>> of each calendar month:

each calendar month:

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

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

6.3.2 the Principal shall provide to the Agent a statement of the commission due to the Agent in that calendar month to which the Agent is entitled pursuant to sub-Clause 6.1 OR [sub-Clauses 6.1 and 6.2] shall set out the main components of commission due; and

the Agent a statement of the commission due to the Agent in that calendar month to which the Agent is entitled pursuant to sub-Clause 6.1 OR [sub-Clauses 6.1 and 6.2] shall set out the main components of commission due; and

6.3.3 the Principal shall provide to the Agent all sums due under [sub-Clause 6.1 and 6.2] as shown in the statement of the Agent pursuant to sub-Clauses 6.3.1 and 6.3.2 of this clause less the sum as the Agent has deducted as commission payable by it pursuant to sub-Clause 6.1

Agent all sums due under [sub-Clause 6.1 and 6.2] as shown in the statement of the Agent pursuant to sub-Clauses 6.3.1 and 6.3.2 of this clause less the sum as the Agent has deducted as commission payable by it pursuant to sub-

6.4 The Agent will be entitled to the commission on sales of the Products within the Territory concluded during the Term of the agreement terminated or expires if:

on sales of the Products within the Territory concluded during the Term of the agreement terminated or expires if:

6.4.1 that sales of the Products within the Territory have been concluded during the Term of the agreement

to the Agent's efforts during the Term of the agreement

6.4.2 that sales of the Products within the Territory have been concluded previously to the date of termination or expiry of the agreement with the former agent and the order for the sale was placed before the date of termination or expiry.

third party whom the Agent has previously acted as a customer for transactions of the same kind and the order for the sale was placed before the date of termination or expiry.

6.5 The Agent shall be entitled to the commission on sales generated by a former agent (including sales concluded after the termination or expiry of the agreement between the Principal and the former agent) for any such sales as are partly attributable to the efforts of the former agent. In any such case the commission shall be shared equitably between the Agent and the former agent.

commission on sales generated by a former agent (including sales concluded after the termination or expiry of the agreement between the Principal and the former agent) for any such sales as are partly attributable to the efforts of the former agent. In any such case the commission shall be shared equitably between the Agent and the former agent.

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- 6.6 Each Party shall keep accurate accounts of all sales of the Products made and shall permit the other Party or its duly appointed representative to inspect such records and accounts and take copies thereof at a reasonable time.
- 6.7 All sums payable to the Party exclusive of any value added tax or other applicable tax shall be added to the sum in question or otherwise included in the sum in question. Where any withholding of tax or similar deduction is made, the sum in question shall be paid net of that deduction. The sum shall be provided against any payment.
- 6.8 [Subject to sub-Clauses 6.9 and 6.10, the sum shall become payable to the Agent by virtue of this Clause only when the price has been paid by the customer for the Products.]
- 6.9 If the customer has returned any Product by reason of fault by the Principal, the sum shall be payable on the latest date on which the customer would have been obliged to make that payment.]

7. Confidentiality

- 7.1 Each Party understands and agrees that the Confidential Information of the other Party, it shall, at any time during the term of this Agreement and [for a period of <<insert period>>] after the termination or expiry of this Agreement, shall keep confidential all Confidential Information of the other Party, and shall not disclose the same to any other person; shall not use the same for any purpose other than as expressly contemplated by the terms of this Agreement; shall not make any disclosure of the same in any way, or part with possession of, or allow access to the same by any officers, employees, agents, or advisers of that Party, or by that Party, would be a breach of this Clause 7.1.2, 7.1.3 or 7.1.4.
 - 7.2 Either Party may:
 - 7.2.1 disclose any Confidential Information to:
 - 7.2.1.1 any supplier of that Party, or, where the Confidential Information is provided to any customers or prospective customers, to any customers or prospective customers;
 - 7.2.1.2 any other authority or regulatory body;
 - 7.2.1.3 any member of that Party or of any of the entities mentioned in Clause 1.1;
- to such extent as may be necessary for the purposes contemplated by this Agreement, and in each case subject to that the Confidential Information in question that the Confidential Information is not to be disclosed except where the disclosure is to any such body as mentioned in Clause 7.2.1 above or any employee or officer of that Party, and in each case by committing to the other Party a written agreement, as nearly as practicable in the form set out in Schedule 2, that the Confidential Information confidential



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and to use it for which the disclosure is made;
and

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person

7.2.2.1 it is a Confidential Information, or at any time after that date becomes public through no fault of that Party, provided that Party does not disclose any part of that Confidential Information which is not public knowledge; or

7.2.2.2 it or Confidential Information can be shown by that Party, to the reasonable satisfaction of the other Party, to have been known to the public before the disclosure.

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8. Force Majeure

8.1 For the purposes of this Agreement, "Force Majeure" means, in relation to either Party, any circumstance which is beyond the reasonable control of that Party.

8.2 Neither Party shall be liable for any breach of this Agreement or otherwise liable for any delay in performance or the non-performance of any obligation 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. The liability for performance of any obligation so affected shall be that of the other Party.

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

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9. Term and Termination

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

9.2 In the event that the Term of this Agreement expires or terminates after the Expiration Date, the obligations of the Parties shall be deemed to be converted into an agency contract for an indefinite period.

9.3 In the event that the Term of this Agreement expires or terminates after the Expiration Date, the obligations of the Parties shall be deemed to be converted into an agency contract for an indefinite period, subject to the provisions of sub-clause 9.4, either Party may terminate this Agreement by written notice in accordance with the provisions of sub-clause 9.4. The notice periods (each to coincide with the end of a calendar month) shall be:

9.3.1 1 calendar month if the Term of this Agreement expires or terminates during the first year of the Term;

9.3.2 2 calendar months if the Term of this Agreement expires or terminates where the second year of the Term has commenced.

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9.3.3 3 calendar months after the date of the notice where the third year of the Term of the Agreement where notice is given in any other form.

9.4 Subject to the provisions of this Agreement by which the other Party may forthwith terminate the Agreement if:

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

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

9.4.3 an encumbrance is placed on (where the relevant Party is a company) any of the property or assets of that other Party;

9.4.4 that other Party enters into any arrangement with his or its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 that other Party (if an individual or firm) has a bankruptcy order made against him or her or (if a company) goes into liquidation (including administration or re-construction and in such a manner as to result in it effectively agreeing to be bound by the provisions imposed on that other Party under this Agreement);

9.4.6 anything done by that other Party in breach of the foregoing under the law of any jurisdiction;

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

9.4.8 control of the business of that other Party is exercised by any person or connected with that other party on the date of this Agreement.

9.5 [The Principal may terminate this Agreement by giving written notice to the Agent within any <<insert relevant length of period>> to meet the requirements of the Regulations.]

9.6 For the purposes of clause 9.4, a breach shall be considered capable of remedy if the Principal is not in breach with the provision in question in all respects other than those relating to performance of the obligations (in the essence).

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

10. **Post-Termination Competition**

10.1 This Clause 10 shall not apply if the Regulations apply (but not otherwise).

10.2 In the event of termination of the Agreement provided for by Regulation 10, the Agent shall not be entitled to an indemnity as provided for by the Regulations. The default position shall be that the Agent shall not be entitled to an indemnity as provided for by the Regulations.

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apply and the Agent shall be entitled to compensation.

10.3 The Agent must intend to pursue his entitlement to compensation upon the termination of this Agreement. Failure to do so shall constitute a waiver of the Agent to compensation.

11. **Exclusion of Compensation**

No compensation shall be payable to the Agent where:

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

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

11.2.1 by circumstances beyond the control of the Agent, or to the Principal; or

11.2.2 on the basis of the infirmity or illness of the Agent in which the Agent cannot reasonably be expected to perform the duties under this Agreement; or

11.3 The Agent, with the consent of the Principal, has assigned their rights and duties under this Agreement.

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12. **[Data Protection]**

12.1 All personal information provided to the Principal ("First Party") may use will be collected, stored, processed, and transmitted in accordance with the provisions of the Data Protection Act 1998 and the rights thereunder of the other party. The Agent or the Principal ("Other Party") shall be bound by the legislation of any third party.

12.2 For complete details of the collection, processing, storage, and retention of personal data, which are not limited to, the purpose(s) for which personal data is collected, the Other Party's rights and how to exercise them, and the Other Party should refer to the Privacy Notice of each Party are attached to this Agreement.

12.3 All personal data provided to the Other Party with the Other Party under this Agreement 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.

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13. **[Data Processing]**

All personal data to be processed 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 Processing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.

14. **Relationship of the Parties**

14.1 The relationship created by this Agreement shall be that of agent and principal.

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and principal. No
Parties in the re
venturers.

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

14.2 Neither Party shall
manner whatsoever

to obligate or bind the other in any

15. **Nature of the Agreement**

15.1 The Agent shall not
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otherwise delegat
consent of the Pri

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

15.2 This Agreement shall
supersedes and
assurances, warra
whether written or

Agreement between the Parties and
previous agreements, promises,
and understandings between them,
act matter.

15.3 [Each Party agrees
statement, repres
or negligently) tha

no remedies in respect of any
arranty (whether made innocently
reement.)

15.4 This Agreement shall
signed by the duly

cept by an instrument in writing
es of the Parties.

15.5 No failure or delay
Agreement shall be
either Party of a b
to be a waiver of a

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

15.6 No person other
permitted assignee

Agreement, their successors and
to enforce any of its terms.

16. **Severance**

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

or more of the provisions of this
erwise unenforceable, that / those
remainder of this Agreement. The
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17. **Notices**

17.1 All notices under
given if signed by,
the notice.

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uthorised officer of the Party giving

17.2 Notices shall be d

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ss hours of the recipient; or

17.2.2 if transmitt
transmission

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17.2.3 on the [sec
first class po

ving mailing, if mailed by prepaid

In each case notice

the most recent address or e-mail

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address notified to t

18. **Law and Jurisdiction**

18.1 This Agreement arising therefrom construed in acco

contractual matters and obligations (th) shall be governed by, and England and Wales.

18.2 The Parties irrevocable claim arising out of contractual matter therewith) shall fall and Wales.

dispute, controversy, proceedings or this Agreement (including any non-rising therefrom or associated jurisdiction of the courts of England

IN WITNESS WHEREOF this Agreement before written

executed the day and year first

SIGNED by
<<Name of person signing for Principal

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

for and on behalf of <<Principal's Na

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

SIGNED by

<<Name of person signing for Agent

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

for and on behalf of <<Agent's Na

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

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Products

<<Insert full and precise details of (thereof) to be sold by the Agent.
"Products" may include software b (physical medium)>>

S

A

M

P

L

E

Commission

<insert details of basis for calculation as a percentage of the Net Sales Value

to a sum equal to <<insert figure>>

S
A
M
P
L
E

Agent's Sales Targets

<<Insert details of any and all sales targets and the period to which target applies, e.g.

Agent must meet, including length of

S

A

M

P

L

E

Each Party's Privacy Notice

<<Attach a copy of each Party's P

to in sub-Clause 12.2>>

S

A

M

P

L

E