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

**WHEREAS:**

- (1) The Principal [manufactures] 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 relating to the business, affairs, or suppliers of either Party, which is disclosed by that Party to the other Party, in writing or orally or in any other manner, whether or not the information is marked as confidential or marked as

**"Connected Persons"** means persons connected with a Party as given to that expression by the Income 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 (EU) 2016/679 General Data Protection Regulation (GDPR) and any other EU regulation relating to privacy protection (for so long as EU law has legal

**“Intellectual Property Rights”**

**“Net Sales Value”**

**“Products”**

**“the Regulations”**

**“Term”**

**“Territory”**

- 1.2 Unless the context of this Agreement requires otherwise, the following definitions shall apply:
- 1.2.1 “writing”, and any other form of communication, includes a reference to any communication in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system;
- 1.2.2 a statute or regulation includes a reference to it as amended, modified, or extended or re-enacted;

<sup>1</sup> This template assumes that the parties will only be dealing with the Principal.

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

and any licences, consents, orders, statutes or regulations relating to a right in paragraph (a);

and any rights having the same or similar effect or nature as those referred to in paragraphs (a) and (b) which now or hereafter subsist; and

and any claims for past infringements of any of the rights referred to in (a) and (b);

to any Products, the price payable by the customer therefor (less any discounts, rebates or other applicable sales tax and other discounts or allowances in respect of the Net Sales Value, as an amount not payable by the Party to the other, is not subject to any other sums under Clause 6.7);

the particular products listed in Schedule 1] and of any type(s) referred to in Schedule 1] [whether manufactured or] sold by or for the Principal or any other][similar][the same] [whether manufactured or] sold by or for the Principal or any other [notified from time to time in writing to the Principal to the Agent] OR [agreed in writing between the Principal and the Agent];

(unless expressly stated otherwise) the laws, regulations, decrees, orders, decrees, orders, decrees, orders (Council Directive) Regulations and any other laws from time to time;

of the agency and of this Agreement as defined in Clause 9; and

location, either all or defined part(s) of the Territory;

reference in this Agreement to:

on, includes a reference to any communication in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system;

is a reference to it as amended, modified, or extended or re-enacted;

- 1.2.3 "this Agreement" means this Agreement and each of the Schedules attached at the relevant time;
- 1.2.4 a Schedule means a Schedule 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 the relevant Schedule);
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement.
- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 References to either gender shall include the 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.
- 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 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 accept 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.
- 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 where [either] [it has not solicited] [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.
- 2.2 The Principal may appoint one or more agents for the sale of Products in the Territory from time to time 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 accept unsolicited orders] [subject to the provisions of sub-Clause 6.2].

### EITHER

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

OR

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

[subject to the provisions of Clause 2.4]

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 authorised to enter into contracts on behalf of the Principal 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 best endeavours to find and obtain customers, negotiate and enter into contracts and on behalf of the Principal.

3.2 The Agent shall in writing describe itself as [a "Sole Agent"] OR [an "Agent"] and not otherwise.

3.3 All sales of the Products shall be made on such terms and conditions as the Principal may from time to time, and at prices to be determined by the Principal, list from time to time in force for the Territory (which may be), subject to such discounts or other deductions 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 immediately stored on its premises [in marked as being the property of the Principal]].

3.5 The Principal shall have the right to alter the price and/or range of Products covered by this Agreement and to discontinue any of the same, upon giving <<insert period>> 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 to deliver with each order which it accepts on behalf of the Principal];

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

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]

- 3.6.5 [maintain a list of potential customers for the Products in the Territory on request to supply the Principal and] with an up-to-date list of potential customers for the Products on request to supply the Principal and]
- 3.6.6 comply with the instructions given by the Principal.
- 3.7 The Agent shall (at the Principal's request) be responsible for:
- 3.7.1 promoting and selling the Products in the Territory to such extent as the Principal may require and in a manner approved by the Principal;
- 3.7.2 [insuring the Agent's premises;]
- 3.7.3 maintaining [adequate storage and sales premises for the Products and] [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 permits and approvals which are necessary for the sale of the Products in the Territory and for complying with laws and regulations relating thereto and to its advertising (other than those laws or regulations relating to the method of manufacture, packaging and labelling for which the Principal shall be responsible);
- 3.8 [The Agent shall in respect of the Products pursuant to this Agreement, collect the proceeds of such sales on behalf of the Principal, keep a bank account [as trustee for the Principal], and account for in accordance with sub-Clause 6.3.1.]
- 3.9 The Agent shall provide the Principal with a list of:
- 3.9.1 any complaints concerning the Products which is received by the Principal;
- 3.9.2 any matters in relation to the manufacture, sale, use or development of the Products within [or outside] the Territory;
- 3.9.3 all applicable laws in the Territory concerning the Products [and] [and]
- 3.9.4 [all orders for the Products from customers outside the Territory]
- 3.10 The Agent shall not:
- 3.10.1 [make any sale of the Products without the Principal's express consent];
- 3.10.2 [alter, remove or otherwise modify the marks, trademarks, logos, numbers or other means of identification of the Products or the packaging of the Products with the Principal's consent];
- 3.10.3 [place any trademark of its own on the Products or any packaging or other means of identification in connection therewith;]
- 3.10.4 [use any advertising or selling materials in relation to the Products except those [approved] by the Principal;]

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- 3.10.5 [make any representations, or guarantees in relation to the Products with the express consent of the Principal;]
- 3.10.6 do anything which might harm the goodwill of the Principal in relation to the Products or any trade marks used in connection therewith; or
- 3.10.7 [be concerned in the sale or promotion of any product similar to, the Principal's Term which compete with, or are

#### 4. Intellectual Property

- 4.1 The Agent shall protect the Principal of:
- 4.1.1 any actual, or potential infringement in the Territory of any Intellectual Property Rights of the Principal of which the Agent becomes aware;
- 4.1.2 any claim brought against the Principal which it becomes aware that the importation of the Products in the Territory infringes the Intellectual Property Rights of any other person.
- 4.2 The Agent shall, at the request and in the interest 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 prevent the Agent from asserting any rights in respect of any Intellectual Property Rights of the Principal on or in relation to the Products or the Principal's goodwill associated therewith, and the Agent hereby acknowledges that as expressly provided in this Agreement, it shall not interfere with the Principal's rights and goodwill associated therewith.
- 4.4 The Agent shall not use any trade marks or trade names so resembling the Principal's trade names as to be likely to confuse or mislead.
- 4.5 The Agent shall not assert 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 and in the interest of the Principal, take all such steps as the Principal may reasonably require for the Principal in maintaining the validity and enforcement of the Principal's Intellectual Property Rights belonging to the Principal during the term of the Agreement [provided that the Principal shall indemnify the Agent for all costs, claims, damages, expenses or other liabilities arising from such steps].
- 4.7 Without prejudice to the Principal's right to sue for 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 act which would or might invalidate or be invalid in relation to the Intellectual Property Rights of the Principal and shall not induce any third party to omit to do any act which, by its omission, would be of such a nature or character.
- 4.8 [The Agent shall indemnify the Principal against any loss or liability which may be incurred by the Principal in relation to third parties by reason of the Agent's infringement of the Principal's Intellectual Property Rights belonging to the Principal otherwise than under this Agreement.]

## 5. Principal's Obligations

The Principal shall:

- 5.1 act dutifully and in good faith in all its dealings with the Agent;
- 5.2 at its own expense provide the Agent with such samples, catalogues, brochures, advertising, promotional materials, information, and any other documentation necessary for the Agent to promote sales of the Products in the Territory;
- 5.3 give [reasonable] [proportionate] assistance to the Agent if the Principal anticipates that the volume of sales will be greater than that which the Agent could reasonably be expected to achieve if the sales targets set out in Schedule 2 are met;
- 5.4 inform the Agent within a reasonable time of its 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 Products from time to time [at the Principal's expense and insurance of such supply];
- 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 any commission on such sales effected by the Principal to fulfil any contract for the sale of Products entered into on behalf of the Principal pursuant to this Agreement;
- 5.7 indemnify the Agent for any loss or damage which it may incur by reason of:
  - 5.7.1 its being held liable for the sale of Products on behalf of the Agent; or
  - 5.7.2 the Agent entering into a contract for the sale of Products on behalf of the Principal; or
  - 5.7.3 the Agent carrying out any contract for the sale of Products on behalf of the Principal's agent with reasonable reliance on the Agent's authority under this Agreement;
  - 5.7.4 damage to or destruction of, or any defect in, the Products or any part of the Products and any loss or expenses arising out of or in connection with the Products to the extent that the liability arises from any fault or defect in the Products or any part of the Products of the Agent.

## 6. Financial Provisions

- 6.1 In consideration of the Agent's services to be provided to the Principal, the Principal shall pay to the Agent a commission on the net sales of Products sold by the Agent in the Territory where:
  - 6.1.1 the sale has resulted from the Agent's actions; [or]
  - 6.1.2 the sale is carried out 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 the sale of Products of the same kind; [or]



- 6.1.3 [the Agent has not been appointed sole agent or an exclusive agent under this Agreement and no such sale has been concluded with a customer in the Territory by the Agent or distributor of the Principal during 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 6.1.]
- 6.3 Within <<insert period>> of each calendar month:
- 6.3.1 the Agent shall submit 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 the commission and a remittance for the same less that commission payable];
- 6.3.2 the Principal shall submit to the Agent a statement of the net sales of all Products in that calendar month to which the commission is due pursuant to sub-Clause 6.1] **OR** [sub-Clauses 6.3.1 and 6.3.2 shall set out the main components of the 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 submitted pursuant to sub-Clauses 6.3.1 and 6.3.2 of this Clause less the sum as the Agent has deducted as the net value remitted by it pursuant to sub-Clause 6.1.]
- 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 or until terminated or expires if:
- 6.4.1 that sale is made by the Agent or its efforts during the Term of the Agreement;
- 6.4.2 that sale is made by a third party whom the Agent has previously acquired for transactions with the customer for the order for the sale reached the customer 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 the Agent) who has concluded after the termination of the agreement between the Principal and the Agent or 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 accurate accounts of all sales of the Products made by the Agent and shall permit the other Party or its duly appointed representative to inspect such records and accounts and take copies thereof at all times.
- 6.7 All sums payable under this Agreement shall be exclusive of any value added tax or other applicable tax which shall be added to the sum in question or otherwise included in the sum in question. Where any withholding of tax is required by law, the sum in question shall be paid net of that deduction provided against any payment.

6.8 [Subject to sub-Clause 6.7, the Commission shall be payable to the Agent by virtue of this Clause 6.8 only when the price has been paid by the customer for the services provided by the Agent.]

6.9 If the customer has Products by reason of fault by the Principal, the com[REDACTED] on the latest date on which the customer would oth[REDACTED] to make that payment.]

## 7. Confidentiality

7.1 Each Party undertakes to perform its obligations under this Agreement as set forth in writing by the other Party, and it shall, at all times, be bound by the terms and conditions of this Agreement and [for <<insert period>>] after its termination, to the extent that such terms and conditions are not inconsistent with the provisions of this Agreement.

7.1.1 [use reason] keep confidential all Confidential Information;

7.1.2 not disclose [REDACTED] to any other person;

7.1.3 not use any information for any purpose other than as contemplated in the terms of this Agreement;

7.1.4 not make an agreement, in any way, or part with possession of, any Confidential Information.

7.1.5 ensure that officers, employees, agents, or advisers do not engage in any conduct by that Party, would be a breach of the provisions of 7.1.1, 7.1.2, 7.1.3 or 7.1.4.

7.2 Either Party may:

7.2.1 disclose any [REDACTED] to:

7.2.1.1 any sales or marketing of that Party, or, where that Party is the provider, sales or marketing to its existing or prospective customers;

7.2.1.2 any of [REDACTED] authority or regulatory body; or

7.2.1.3 any [REDACTED] of that Party or of any of the  
 afore [REDACTED]

to such extent as may be necessary for the purposes contemplated by this Agreement, and in each case subject to that the Confidential Information of the other Party first in writing to the other Party, on question that the Confidential Information is not to be disclosed except where the disclosure is to any person who is a director, officer or employee above or any employee or officer of the other Party, and in each case submitting to the other Party a written statement of the reasons for the disclosure, as nearly as practicable in the form set out in the Confidential Information confidential Information, and to use the Confidential Information 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 Confidential Information through no fault of that Party, provided that that Party does not disclose any part of the Confidential Information on which is not public knowledge; or

7.2.2.2 it or [REDACTED] be shown by that Party, to the

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

9.4.4 that other Party is subject to a compulsory 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 (or firm) has a bankruptcy order made against it (or a company) goes into liquidation (or re-construction and in such a manner as to result in the other Party effectively agreeing to be bound by the provisions imposed on that other Party under this Agreement);

9.4.6 anything and all the foregoing under the law of any jurisdiction of the other Party;

9.4.7 that other Party ceases to carry on business; or

9.4.8 control of the other Party is exercised by any person or connected Persons not named in the Agreement on the date of this Agreement.

9.5 [The Principal may terminate the Agreement by giving written notice to the Agent if the Agent fails to meet the sales target for a period of <<insert relevant length of period>> to

9.6 For the purposes of this Clause 9, the Agent shall be considered capable of performing the duties required by the provision in question in all respects other than those relating to the performance of that duty (provided that the time for performance of that duty is not in question).

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) of the Agreement.

## 10. Post-Termination Indemnity

10.1 If and to the extent permitted by law, the Agent shall be indemnified as provided in Regulation 17 of the Consumer Credit Regulations 2003 (but not otherwise), in the event of termination, the Agent shall be compensated.

10.2 The Agent must inform the Principal of his intention to pursue his entitlement to such an indemnity upon the termination of this Agreement. Failure to do so shall not affect the Agent's entitlement to such indemnity.

## 11. Exclusion of Indemnity

No indemnity shall be payable by the Principal to the Agent where:

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

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

11.2.1 by circumstances beyond the control of the Principal; or

- 11.2.2 on the grounds of incapacity or illness of the Agent in consequence of which he cannot reasonably be required to continue his employment; or
- 11.3 The Agent, with the consent of the Principal, has assigned their rights and duties under this Agreement to the Principal.
12. **[Data Protection]**
- 12.1 All personal information collected, processed, stored or otherwise used by the Principal ("First Party") may use in accordance with the provisions of the Data Protection Legislation hereunder of the other party being, as the case may be, the Principal ("Other Party") and the rights under the Data Protection Legislation of any third party.
- 12.2 For complete details of the collection, processing, storage, and retention of personal data is used, limited to, the purpose(s) for which personal data is used, the Other Party's and any third party's policies for using it, details of the Other Party's policies to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notices of each Party are attached at Schedule 1.
- 12.3 All personal data to be processed by the Principal 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.].]
13. **[Data Processing]**
- All personal data to be processed by the Principal on behalf of the Other Party 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 of the Parties under this Agreement shall be that of agent and principal. Nothing in this Agreement shall be construed to place the Parties in the relationship of partner, employee, or joint venturers.
- 14.2 Neither Party shall be obligated to obligate or bind the other in any manner whatsoever.
15. **Nature of the Agreement**
- 15.1 The Agent shall not be engaged by the Principal (other than by floating charge) [or sub-licensed] hereunder, or sub-contract or otherwise delegate its duties hereunder, except with the written consent of the Principal. The Agent's consent shall not 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 or inducements, whether written or oral, relating to the subject matter hereof.

- 15.3 [Each Party agrees representation, as negligently) that is r
- 15.4 This Agreement ma by the duly authoris Parties.
- 15.5 No failure or delay Agreement shall be either Party of a bre be a waiver of any s
- 15.6 No person other permitted assignees
16. **Severance**
- The Parties agree that, i Agreement is found to be provisions shall be deemed remainder of this Agree
17. **Notices**
- 17.1 All notices under th if signed by, or on notice.
- 17.2 Notices shall be de
- 17.2.1 when delive registered m
- 17.2.2 if transmitt transmission
- 17.2.3 on the [sec first class po
- In each case notice address notified to t
18. **Law and Jurisdiction**
- 18.1 This Agreement (inc therefrom or assoc accordance with, th
- 18.2 The Parties irrevoc claim arising out of contractual matters shall fall within the e

**IN WITNESS WHEREOF** this Ag before written

SIGNED by

executed the day and year first

<<Name of person signing for Principal>>

<<Title of person, e.g. Director, signatory>>

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, signatory>>

for and on behalf of <<Agent's Name>>

[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 nysical medium>>

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**Commission**

<insert details of basis for calculation> a sum equal to <<insert figure>>  
percentage of the Net Sales Value

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**Agent's Sales Targets**

<<Insert details of any and all sales targets the Agent must meet, including length of period to which target applies, e.g.

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**Each Party's Privacy Notice**

<<Attach a copy of each Party's Privacy Notice to the Agreement

to in sub-Clause 12.2>>

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