

DATED

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(2) << >>

INTRODUCER'S NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

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

WHEREAS:

- (1) The Company is in the business of <<insert description of business>>.
- (2) The Company wishes to enter into an On-going Business Relationship with [a <<insert type of prospective contact, e.g. type of contractor, prospective client>>] **OR** [<<insert name of specific contractor, target client, business partner etc>>] (the “Client”) for the purposes set out in Schedule 1.
- (3) The Introducer is able to arrange a Preliminary Meeting between the Company and the Client.
- (4) The Company wishes to appoint the Introducer to introduce the Company to the Client for the express purpose of forming an On-going Business Relationship.

IT IS AGREED as follows:

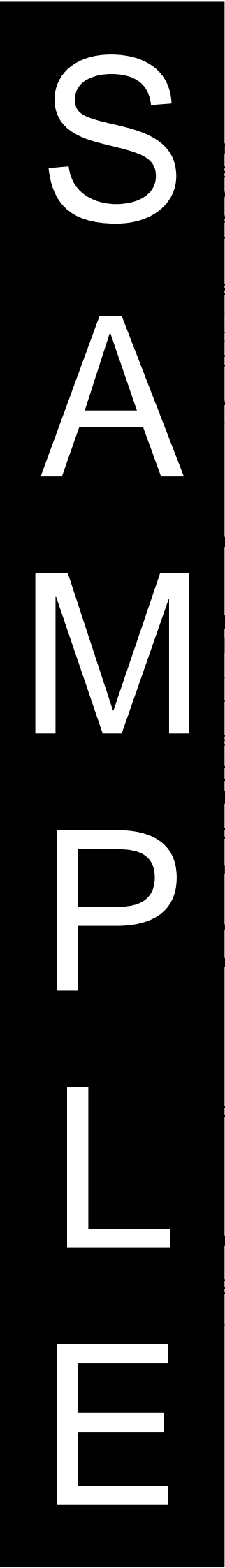
1. Definitions and Interpretation

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

“Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;

[“Completed Transaction”] [means a duly signed and executed agreement between the Company and the Client pursuant to the purposes set out in Schedule 1;]

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by 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 such);



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- 1.2 Unless the context otherwise requires, the following definitions shall apply in this Agreement to:
 - 1.2.1 “writing”, and any other communication effecting a transmission in facsimile or by similar means;
 - 1.2.2 a statute or a provision of law, or a regulation or provision as amended or re-enacted;
 - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or re-enacted;
 - 1.2.4 a Schedule is a schedule of this Agreement;
 - 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules);
 - 1.2.6 a “Party” or the “Parties” means the Company and the Client who have entered into 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 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other.
- 1.6 References to persons shall include entities.

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2. Appointment of the Introducer

- 2.1 The Company hereby appoints the Client for the express purpose of introducing the Client to the Company for an On-going Business Relationship, pursuant to the terms and conditions of this Agreement, on an [exclusive] OR [non-exclusive] basis.
- 2.2 This Agreement shall commence on the date of execution (the “Commencement Date”) and shall remain in force for a period of <<insert period>> (the “Term”) or until this Agreement is terminated in accordance with Clause 9.
- 2.3 The Company shall pay to the Client a fee for the introduction set out in Clause 6 of this Agreement (the “Fee”).

roduce the Company to the
an On-going Business
of this Agreement, on an
<<insert commencement
in in force for a period of
(the “Term”) or until this
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3. Method of Introduction

- 3.1 The Introducer shall seek to [provide the Client with] and introduce] the Client to the Company.
- 3.2 The Introducer shall exercise its best efforts to determine if the Client is willing to meet the Company to the Company the Introducer shall [provide the Company with] the Company, and shall [provide the Company with] and information as are [provided to the Company] and information as are [provided to the Company] required to schedule a Preliminary Meeting with the Company in order to schedule a Preliminary Meeting.
- 3.3 The Introducer shall ensure that the proposed subject matter of the On-going Business Relationship is included in Schedule 1 in order to facilitate the successful introduction of the Company.

and introduce] the Client to the Company.

Client is willing to meet the Company, and shall provide the Company with the information as are provided to the Company and information as are provided to the Company required to schedule a Preliminary Meeting with the Company in order to schedule a Preliminary Meeting.

the proposed subject matter of the On-going Business Relationship is included in Schedule 1 in order to facilitate the successful introduction of the Company.

4. Obligations of the Company

- 4.1 The Company shall be under no obligation to enter into any agreement or On-going Business Relationship with the Client.
- 4.2 The Company shall provide the Client with all promotional literature and other relevant information as required by the Introducer from time to time in order for the Introducer to comply with its obligations under sub-Clause 3.2.

into any agreement or On-going Business Relationship with the Client.

promotional literature and other relevant information as required by the Introducer for the Introducer to comply with its obligations under sub-Clause 3.2.

5. Non-Circumvention

- 5.1 The Company hereby agrees not to circumvent nor attempt to circumvent the provisions of Clause 5, for a period not exceeding <<insert time limit>>. For the purposes of Clause 5, "circumvention" shall include, but not be limited to, the Company's failure to include, but not be limited to, the Company's failure to include the Introducer in the establishment of Excluded Transactions (where relevant), from the establishment of the On-going Business Relationship (where relevant), or from the termination of the On-going Business Relationship (where relevant), or from the contravention of the terms of the On-going Business Relationship.
- 5.2 Both Parties hereby agree to act with the highest standards of ethics in their dealings with each other.
- 5.3 The Company shall promptly pay to the Introducer, in writing of:
 - 5.3.1 Every Completed Transaction resulting from the establishment of an On-going Business Relationship.
 - 5.3.2 The Sum due for the Company's failure to include the Introducer in the establishment of an Excluded Transaction (and/or the termination of the On-going Business Relationship, as appropriate), as calculated in accordance with Clause 6.
 - 5.3.3 The date that such payment shall be made shall be determined in accordance with Clause 6.
- 5.4 This provisions of this Clause shall continue to apply throughout the term of this Agreement, shall continue to apply throughout the term of this Agreement, and the Introducer shall be entitled to take action with respect to any sums due under the terms of this Clause.

circumvent nor attempt to circumvent the provisions of Clause 5, for a period not exceeding <<insert time limit>>. For the purposes of Clause 5, "circumvention" shall include, but not be limited to, the Company's failure to include, but not be limited to, the Company's failure to include the Introducer in the establishment of Excluded Transactions (where relevant), from the establishment of the On-going Business Relationship (where relevant), or from the termination of the On-going Business Relationship (where relevant), or from the contravention of the terms of the On-going Business Relationship.

Both Parties hereby agree to act with the highest standards of ethics in their dealings with each other.

The Company shall promptly pay to the Introducer, in writing of:

- Every Completed Transaction resulting from the establishment of an On-going Business Relationship.
- The Sum due for the Company's failure to include the Introducer in the establishment of an Excluded Transaction (and/or the termination of the On-going Business Relationship, as appropriate), as calculated in accordance with Clause 6.
- The date that such payment shall be made shall be determined in accordance with Clause 6.

This provisions of this Clause shall continue to apply throughout the term of this Agreement, shall continue to apply throughout the term of this Agreement, and the Introducer shall be entitled to take action with respect to any sums due under the terms of this Clause.

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6. Fees, Payment and Records

- 6.1 The Company shall pay to the other Party the following fees comprising the following:
 - 6.1.1 Introduction fee £<<insert sum>>
 - 6.1.2 [First Completed Transaction] fee <<insert sum>>] OR [<<insert percentage>>% of the first Completed Transaction;]]
 - 6.1.3 [Second Completed Transaction] fee <<insert sum>>] OR [<<insert percentage>>% of the second Completed Transaction;]]
 - 6.1.4 [<<Insert further Conditions for Completion>>] fee <<insert sum>>] OR [<<insert percentage>>% of the second Completed Transaction;]]
 - 6.1.5 Upon establishing a Business Relationship [£<<insert sum>>].
- 6.2 Payment of all fees due shall be made within 14 days of the relevant invoice therefor. Invoices shall be issued by the relevant Party within 14 days of the relevant triggering event under sub-Clause 6.1.
- 6.3 All payments required to be made under this Clause shall be made within <<insert period>> days of receipt by that Party of the relevant invoice.
- 6.4 All payments required to be made under this Clause shall be made in <<insert currency>> at the bank location <<insert location>> as the receiving bank for the relevant Party. The relevant Party is required to deduct or withhold any tax as that Party is required to deduct or withhold.
- 6.5 Where any payment pursuant to this Clause is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 6.6 Without prejudice to sub-Clause 6.3, any sums which remain unpaid following the expiry of the period specified in sub-Clause 6.3 shall incur interest on a daily basis at <<insert rate>> per annum from the date of the relevant invoice to the date of payment made in full of any such sums.
- 6.7 Each Party shall:
 - 6.7.1 keep, or procure the other Party to keep, all records and books of account as are necessary to calculate the amount of any sums payable pursuant to this Agreement and to calculate interest thereon;
 - 6.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the relevant sums, to take copies of them;
 - 6.7.3 within <<insert period>> of the request of the other Party, obtain at its own expense an auditors' certificate as to the accuracy of the records and books of account maintained by that Party pursuant to this Agreement during the relevant period.

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7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose to any third party any information by sub-Clause 7.2 or as

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authorised in writing by the Party, at all times during the continuance of this Agreement, and for a period of [number of years] after its termination:

at all times during the period>> years] after its

- 7.1.1 keep confidential all Confidential Information;
- 7.1.2 not disclose any Confidential Information to any other party;
- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;
- 7.1.4 not make any copies of Confidential Information or part with possession of Confidential Information;
- 7.1.5 ensure that none of the Confidential Information disclosed by that Party to its employees, agents, sub-contractors or advisers, or any person acting on behalf of that Party, would be a breach of the provisions of clauses 7.1.1 to 7.1.4 above.

any other party;
any purpose other than as
this Agreement;
or part with possession of
employees, agents, sub-
done by that Party, would
7.1.1 to 7.1.4 above.

7.2 Either Party may:

- 7.2.1 disclose any Confidential Information:
 - 7.2.1.1 any sub-contractors;
 - 7.2.1.2 any governmental bodies;
 - 7.2.1.3 any employees, agents, sub-contractors or advisers, or any person acting on behalf of that Party;

Party;
regulatory body; or
Party or of any of the
odies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required in the course of the performance of the Services, or as required to inform the person, or any other person, to whom the Confidential Information is confidentially disclosed (including such body under sub-clause 7.2.1.3) obtaining such confidentiality undertaking should be as nearly as possible to keep the Confidential Information confidential for the purposes for which the Confidential Information is disclosed.

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- 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent that such Confidential Information is not already in the public knowledge through no fault of that Party. In the event that any Confidential Information is disclosed, that Party must not disclose any part of such Confidential Information that is not public knowledge.

urpose, or disclose it to any
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ormation that is not public

7.3 The provisions of this Clause shall not apply in accordance with their terms, notwithstanding the terms of any other agreement between the Parties.

e in accordance with their
ment for any reason.

8. Force Majeure

- 8.1 No Party to this Agreement shall be liable for failure to perform its obligations where such failure is caused by a Force Majeure event beyond the reasonable control of that Party. Such Force Majeure events are limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.

ure or delay in performing
s from any cause that is
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8.2 [In the event that a Party to this Agreement fails to perform its obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9. **Term and Termination**

9.1 This Agreement shall come into effect on the <<insert Commencement Date>> and shall remain in force until the termination of the On-going Business Relationship between the Parties or until termination on the mutual agreement of the Parties, in accordance with the provisions of this Clause 9.

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.2 In the event that the Parties terminate this Agreement prior to the establishment of an On-going Business Relationship, the time limit set out in sub-Clause 5.1 shall apply, provided that time has not already elapsed on the date of agreement.

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.3 Either Party may terminate this Agreement to the other not less than <<insert notice period>> weeks, provided that <<insert minimum term of agreement>> has not elapsed.

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the due date;

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.2 the other Party commits a material breach of any of the provisions of this Agreement and, after being given written notice giving full particulars of the breach and requiring it to be remedied, fails to remedy the breach within <<insert period>> Business Days of the date of the notice;

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.3 an encumbrancer takes control of the property or assets of that other Party, or a receiver is appointed over the property or assets of that other Party;

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.4 the other Party makes an arrangement with its creditors or enters into an administration order (within the meaning of the Insolvency Act 1986) or a similar arrangement;

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.5 the other Party, being a company, has a bankruptcy order made against it or, being an individual, is sequestrated or made bankrupt for the purposes of bona fide administration in such a manner that the company or individual effectively agrees to be bound by or assume the obligations of this Agreement);

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.6 anything analogous to any of the above occurs in any jurisdiction other than the jurisdiction of the other Party;

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.7 that other Party ceases to carry on business; or

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]

9.4.8 control of that other Party is taken over by any person or connected persons not having control of that other Party on the date of this Agreement.

to perform their obligations hereunder as a result of force majeure, the other Party may terminate this Agreement by written notice at the end of the <<insert period>>. Upon termination, the Parties shall agree upon the amount of payment for all services rendered up to the date of termination. The Party terminating this Agreement shall take into account any prior contractual commitments and shall be liable on the performance of this Agreement.]



Agreement. For the purposes of this Agreement, “connected persons” shall mean the persons referred to in Sections 1124 and 1125 of the Income Tax Act 2010.

Clause 9, “control” and “connected persons” shall have the meanings ascribed thereto by the Income Tax Act 2010.

9.5 For the purposes of sub-Clause 9.4, the Party in breach shall be considered capable of providing the remedy if the Party in breach is able to do so in all respects.

9.4 The Party in breach shall be considered capable of providing the remedy if the Party in breach is able to do so in all respects.

9.6 The rights to terminate this Agreement shall not be in prejudice any other right or remedy which may be available to the Party in breach concerned (if any) or any other Party.

9.5 The rights to terminate this Clause 9 shall not be in prejudice any other right or remedy which may be available to the Party in breach concerned (if any) or any other Party.

10. Effects of Termination

Upon the termination of this Agreement, the following provisions shall apply:

10.1 any sum owing by either Party to the other under the provisions of this Agreement shall become immediately due and payable;

10.1 any sum owing by either Party to the other under the provisions of this Agreement shall become immediately due and payable;

10.2 all Clauses which, either expressly or impliedly, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

10.2 all Clauses which, either expressly or impliedly, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

10.3 termination shall not affect or prejudice any damages or other remedy which the terminating Party may be entitled to in respect of the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or cause of action which existed at or before the date of termination;

10.3 termination shall not affect or prejudice any damages or other remedy which the terminating Party may be entitled to in respect of the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or cause of action which existed at or before the date of termination;

10.4 subject as provided in this Clause, all rights neither Party shall be affected by the termination;

10.4 subject as provided in this Clause, all rights neither Party shall be affected by the termination;

10.5 each Party shall (except to the extent otherwise provided) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents and things in its possession or control which contain or record Confidential Information.

10.5 each Party shall (except to the extent otherwise provided) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents and things in its possession or control which contain or record Confidential Information.

11. No Waiver

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

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

12. Further Assurance

Each Party shall execute and do all such acts and things as may be necessary to carry the provisions of this Agreement into full force and effect.

Each Party shall execute and do all such acts and things as may be necessary to carry the provisions of this Agreement into full force and effect.

13. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

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14. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of this Agreement at any time.

in any manner from payments due under this Agreement or any other

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15. **Assignment and Sub-Contracting**

15.1 [Subject to sub-Clause 15.2, Neither Party may assign (with or without charge) or sub-licence or otherwise dispose of its rights hereunder, or sub-contract or otherwise delegate its obligations hereunder without the written consent of the other Party, which consent is not to be unreasonably withheld.

personal to the Parties. otherwise than by floating or otherwise disposing of its rights hereunder, or sub-contracting its obligations hereunder without the written consent of the other Party, which consent is not to be unreasonably withheld.

15.2 [The Introducer shall be entitled to subcontract its obligations undertaken by it through any other member or sub-contractor, or through such other member or sub-contractor. Any subcontractor shall, for the purposes of this Agreement, be deemed to be an act of or omission of the Introducer.

the obligations undertaken by it through any other member or sub-contractor, or through such other member or sub-contractor. Any subcontractor shall, for the purposes of this Agreement, be deemed to be an act of or omission of the Introducer.

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16. **Time**

16.1 [The Parties agree that all terms and conditions of this Agreement shall be of the essence of this Agreement.

to in this Agreement shall be of the essence of this Agreement.

OR

16.2 [The Parties agree that the time for performance of this Agreement is for guidance only and are not to be varied by mutual agreement.

to in this Agreement are for guidance only and are not to be varied by mutual agreement.

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17. **Relationship of the Parties**

17.1 Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or any other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

deemed to constitute a partnership, joint venture, or any other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

17.2 The Introducer shall have no authority to enter into any contract, make any warranty, incur any liability, assume any obligation, or incur any expense on behalf of the Company or business.

and shall not do any act, make any warranty, incur any liability, assume any obligation, or incur any expense on behalf of the Company or business.

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18. **Non-Solicitation and Non-Competition**

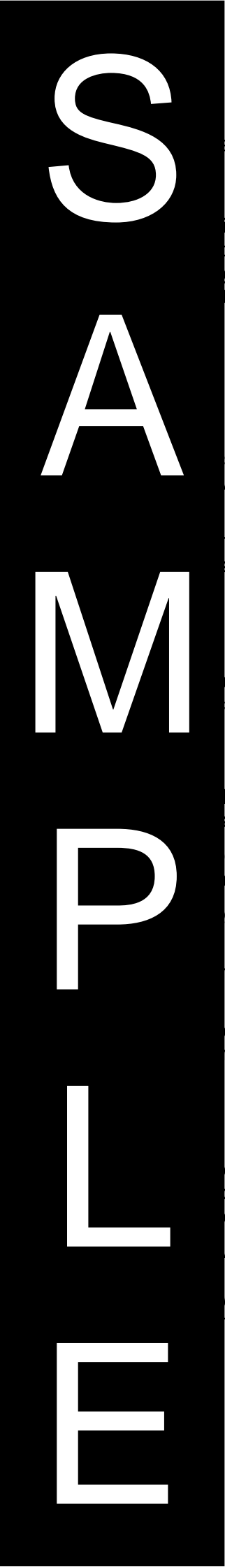
18.1 Neither Party shall, for the term of the period of <<insert period>> after its termination of this Agreement, solicit or induce any person who is or was employed by the other Party at any time in relation to this Agreement, or to that Party, to terminate or not to enter into that Party's Agreement.

and for a period of <<insert period>> after its termination of this Agreement, solicit or induce any person who is or was employed by the other Party at any time in relation to this Agreement, or to that Party, to terminate or not to enter into that Party's Agreement.

18.2 Neither Party shall, for the term of the period of <<insert period>> after its termination of this Agreement, solicit or induce any person who is or was employed by the other Party at any time in relation to this Agreement, or to that Party, to terminate or not to enter into that Party's Agreement.

and for a period of <<insert period>> after its termination of this Agreement, solicit or induce any person who is or was employed by the other Party at any time in relation to this Agreement, or to that Party, to terminate or not to enter into that Party's Agreement.

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Party any customer or client cause damage to the business without the express written consent of that Party].

ation or enticement would without the express written

18.3 [The Introducer shall not induce any other party during the term of this Agreement and for a period of <<insert period>> after the establishment of a Business Relationship between the Company and the Client, whether the other party intends to enter into a business relationship of the same as or similar in nature to those intended by the Company.]

licit the Client to or for any other party during the term of this Agreement and for a period of <<insert period>> after the establishment of a Business Relationship between the Company and the Client, whether the other party intends to enter into a business relationship of the same as or similar in nature to those intended by the Company.]

19. Third Party Rights

19.1 No part of this Agreement is intended to confer any benefit on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

s on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to

19.2 Subject to this Clause 19 the Agreement shall continue to be binding on the transferee, successors and assigns.

ue and be binding on the transferee, successors and assigns as required.

20. Notices

20.1 All notices under this Agreement shall be deemed to be given if signed by, or on behalf of, the Party giving the notice.

and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

20.2 Notices shall be deemed to be given if:

20.2.1 when delivered, if delivered by hand or by registered mail) during business hours;

her messenger (including express courier) to the address of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful transmission report is received;

e-mail and a successful transmission report is received; or

20.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid;

g, if mailed by national ordinary mail, postage paid;

20.2.4 on the tenth business day after the date of posting, if mailed by airmail, postage prepaid.

ng, if mailed by airmail, postage prepaid.

In each case notices shall be deemed to be given to the last recent address, e-mail address, or facsimile number of the Party.

st recent address, e-mail address, or facsimile number of the Party.

21. Entire Agreement

21.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall not be modified or amended except by an instrument in writing signed by the duly authorized representatives of the Parties.

between the Parties with respect to its subject matter and shall not be modified or amended except by an instrument in writing signed by the duly authorized representatives of the Parties.

21.2 Each Party acknowledges that it is entering into this Agreement on any representation, warranty or other terms provided in this Agreement and that it is not relying on any representation, warranty or other terms implied by statute or common law to the fullest extent permitted by law.

agreement, it does not rely on any representation, warranty or other terms implied by statute or common law to the fullest extent permitted by law.

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22. **Counterparts**

This Agreement may be entered into by the Parties to it on separate counterparts and by the Parties to it on separate counterparts also executed and delivered. All counterparts shall be an original, but all the counterparts shall constitute one and the same instrument.

counterparts and by the Parties to it on separate counterparts also executed and delivered. All counterparts shall constitute one and the same instrument.

23. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

24. **Dispute Resolution**

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations conducted by their duly appointed representatives who have the authority to settle such disputes.

any dispute arising out of or relating to this Agreement through negotiations conducted by their duly appointed representatives who have the authority to settle such disputes.

24.2 [If negotiations under subclause 24.1 fail, the Parties shall attempt to resolve the dispute within <<insert period>> of receipt of the written notice. If the Parties fail to attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") process within <<insert period>> of the receipt of the written notice, the dispute shall be referred to arbitration by either Party.]

resolve the matter within <<insert period>> of receipt of the written notice. If the Parties fail to attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") process within <<insert period>> of the receipt of the written notice, the dispute shall be referred to arbitration by either Party.]

24.3 [If the ADR procedure under subclause 24.2 fails to resolve the matter within <<insert period>> of the receipt of the written notice, or if either Party will not participate in the ADR process, the dispute may be referred to arbitration by either Party.]

es not resolve the matter within <<insert period>> of the receipt of the written notice, or if either Party will not participate in the ADR process, the dispute may be referred to arbitration by either Party.]

24.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitration rules, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the International Institute of Arbitrators for the appointment of an arbitrator and the arbitration rules that may be required.]

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24.5 Nothing in this Clause 24 shall prevent either Party from applying to a court for interim relief.

Party or its affiliates from applying to a court for interim relief.

24.6 The Parties hereby agree that the arbitration shall be the final and binding method of dispute resolution under this Agreement for both Parties.

ome of the final method of dispute resolution under this Agreement shall be the final and binding on both Parties.

25. **Law and Jurisdiction**

25.1 This Agreement (including any amendments thereto) and all obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.

ers and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Subject to the provisions of subclause 25.1, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement or any non-contractual matters and obligations arising therefrom or associated therewith shall fall within the jurisdiction of the courts of England and Wales.

controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement or any non-contractual matters and obligations arising therefrom or associated therewith shall fall within the jurisdiction of the courts of England and Wales.

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IN WITNESS WHEREOF this Agreement
before written

SIGNED by
<<Name and Title of person signing for the
for and on behalf of <<Company Name>>

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

SIGNED by
<<Name and Title of person signing for the
for and on behalf of <<Introducer's Name>

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



ed the day and year first

SC

Business Purposes

<<Insert precise details of the purposes for which the On-going Business Relationship are to take place and, ultimately, the On-

