DATED

- (1) <<Supplier>>
- (2) <<Introducer>>

INTRODUCER AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Supplier") 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 Supplier is in the business of <<insert brief description of Supplier's business>>, as fully described in Schedule 1.
- (2) The Introducer has a number of contacts that may be interested in purchasing or procuring the Supplier's [goods] **AND/OR** [services] that it is willing and able to introduce to the Supplier.
- (3) The Supplier wishes to be introduced to such contacts and is willing to pay to the Introducer a commission, as set out in this Agreement, if any such contacts enter into contracts to purchase or procure the Supplier's [goods] **AND/OR** [services] as a result of such an introduction.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

"Applicable Contract"

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

means a contract between the Supplier and a

| Applicable Contract | Prospective Client that has been Introduced by the Introducer for the provision of [goods] AND/OR [services] and that has been entered into within the Introduction Time Limit. For the purposes of this Agreement, Applicable Contracts shall be deemed to have been entered into upon the signing thereof by the Supplier and the relevant Prospective Client and "formation" shall be interpreted accordingly; |
|---------------------|---|
| "Business Day" | means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in < <insert location="">>;</insert> |

"Commencement Date" means the date on which this Agreement comes into force, as set out in sub-Clause 9.1;

"Confidential Information" mea discl or in in wi infor mark "Introduction" mea deta equa "Introduction meal Commission" Intro "Introduction Date" mea Intro "Introduction Time Limit" mea Intro Pros Con paya "Net Income" mea Appl tax a "Prospective Client" mea exist has who all re refer Pros auth AND "Term" mea Clau "Territory" mea 1.2 Unless the context otherwise 1.2.1 "writing", and any d communication effe similar means; 1.2.2 a statute or a provis provision as amende "this Agreement" is 1.2.3 Schedules as amend

arty, information which is other Party pursuant to eement (whether orally or h, and whether or not the d to be confidential or

ipplier of the contact t. This definition applies iced" and "Introducing";

the Supplier to the e 5;

Introducer first Prospective Client;

eriod>>, beginning on the h the Supplier and the into an Applicable duction Commission to be

y the Supplier from an deduction of value added vant taxes;

ation who is not an with whom the Supplier st <<insert period>> [and in Schedule 2]. Any and ve Client" shall include fficers of such ifficient authority to curement of [goods] Supplier;

ment as defined in

ition of Territory>>.

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time:

eement and each of the he relevant time:

Clause of this Agreement the relevant Schedule.

this Agreement.

- 1.2.4 a Schedule is a sche
- 1.2.5 a Clause or paragra (other than the Sche
- 1.2.6 a "Party" or the "Part

- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s
- 1.6 References to persons shall

2. Appointment of the Introducer

- 2.1 The Supplier hereby appoi within the Territory and Intro and in accordance with the I
- 2.2 The Introducer shall have Supplier in any way or ind (including, but not limited to not hold itself out as having
- 2.3 The Introducer shall not, Supplier, have any authority (pre-contractual or otherwise
- 2.4 The Introducer shall not prosimilar materials) for the Suuse any brands, logos or belonging to the Supplier with
- 2.5 The Introducer shall, in all of Prospective Clients are awa in its capacity as an Introd relationship with the Supplie

3. Introductions

- 3.1 The Introducer shall use rea number>> Prospective Clie beginning on the Commence
- 3.2 The Introducer shall Introdu sub-Clause 3.1 to the Supp details to include:
 - The full name of th Introducer's contact person);
 - 3.2.2 Contact details for the telephone number(s)
 - 3.2.3 A detailed descripti required particulars>
 - 3.2.4 <<insert additional d
 - 3.2.5 <<insert additional de
- 3.3 The Introducer shall ensu [services] supplied by the

ience only and shall have

e plural and vice versa.

der.

entify Prospective Clients or as specified in Clause 3 ent

whatsoever to bind the on the Supplier's behalf al relationships) and shall to do so.

rritten agreement of the any form of negotiations of.

or sales literature (or any R [services] and shall not registered or otherwise) written agreement.

Clients, ensure that such representing the Supplier thave any other form of

identify [at least] <<insert >>, the first such period

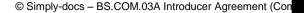
ve Clients identified under ils thereof in writing, such

cluding the name of the ent is not an individual

luding, but not limited to, postal address;

Client including <<insert

th the [goods] AND/OR reasonably necessary to



facilitate the Introduction Introducer shall not mak warranties with respect to Supplier that are not made literature.

3.4 [Where the Introduction of results in the formation of Introduce the same Prospe this Agreement] OR [for a entry into the Applicable Core

4. Supplier's Obligations

4.1 [The Supplier shall be und made by the Introducer and to an agreement or to arra event that the Supplier cho shall, in good faith, and Applicable Contract with the Time Limit. Notwithstandin nothing shall compel the Prospective Client that is no

OR

- 4.1 [After an Introduction has endeavours to come to a purpose of forming an Aragreement is reached, th reasonable endeavours, ent Client within the Introduct provisions of this sub-Claus into any agreement with a P the Supplier.]
- 4.2 The Supplier shall notify the Business Days of its entry in notice under this sub-Clause
 - 4.2.1 The date of entry into
 - 4.2.2 The total sum(s) due the Applicable Contra
 - 4.2.3 The date(s) on which Contract.
- 4.3 The Supplier shall furnish t not limited to, promotional a by the Introducer from tim Introductions under the term
- 4.4 If the Supplier at any time do to change the [goods] AND, is to seek Prospective Clien changes [as soon as is reas

to the Supplier. The ims, representations or services] supplied by the vn promotional and sales

re Client to the Supplier the Introducer shall not party [during the Term of d>> after the date of the Client and the Supplier].

w up on any Introduction der no obligation to come rospective Client. In the Introduction, the Supplier ideavours, enter into an ent within the Introduction is of this sub-Clause 4.1, any agreement with a he Supplier.]

ier shall use reasonable rospective Client for the the event that such an pod faith, and using all htract with the Prospective thstanding the foregoing hpel the Supplier to enter not in the best interests of

within <<insert period>> ct. The Supplier's written owing details:

Prospective Client under

due under the Applicable

information including, but by be reasonably required the Introducer to make

reement changes or plans ect to which the Introducer orm the Introducer of such mediately].



5. Introduction Commission and Pa

- 5.1 The Introduction Commission this Clause 5, shall be incuing Contract with a Prospective
- 5.2 The Introduction Commiss Supplier's Net Income de Introduction Time Limit] O Applicable Contract's com Introduction Time Limit].
- 5.3 Introduction Commission p
 <<insert period>> Business
 payments under an Applica
 e.g. month or quarter>> d
 payments under an Applica
 period>> Business Days
 payments under an Applica
 e.g. month or quarter>> d
 payments under an Applica
 statement that shall include
 - 5.3.1 The payment(s) re Contract;
 - 5.3.2 The Introduction Cor payment(s);
 - 5.3.3 Details of how the In Supplier; and
 - 5.3.4 Details of any and Applicable Contract consequently not in Commission due).
- 5.4 Within <<insert period>> Bu under sub-Clause 5.3, the for the Introduction Commis
- 5.5 The Supplier shall pay any preferred method(s)>>, to s to time nominate, within << relevant invoice.
- 5.6 If the Supplier fails to pay or Introducer under this Agree remedy available to the Intro
 - 5.6.1 that amount shall b made in full at the rabank name>> base judgment; and
 - 5.6.2 the Introducer shal Introduction services been received by th

nce with the provisions of enters into an Applicable

percentage>>% of the ole Contract [within the nsert period>> from the pective of the remaining

due and payable within Supplier of corresponding id of the <<insert interval, r receives corresponding plier shall, within <<insert ipplier of corresponding id of the <<insert interval, r receives corresponding the Introducer a written

r under the Applicable

ducer resulting from such

as been calculated by the

the Supplier under an received (and that are tion of the Introduction

f the Supplier's statement in invoice to the Supplier hat statement.

ne Introducer by <<insert Introducer may from time so Days of receipt of the

nt which is payable to the dice to any other right or

ue date until payment is e>>% above the <<insert ooth before and after any

nd its provision of the outstanding amount has e Introducer shall not be

deemed to be in bre event of suspension

5.7 The Supplier shall not be r incurred by the Introducer Agreement unless the Partie

6. Anti-Bribery Provisions

- 6.1 Both Parties shall act in g Agreement and shall condu anti-bribery provisions of t proportionate compliance v including, but not limited to and territories in which it o which it transacts including, service providers and clients
- 6.2 In particular, neither Party anything that may, under constitute a bribe includin disproportionately lavish ho reward or constitute improobligations.
- 6.3 Each Party shall ensure tha associated persons (as def bribing another person with obtaining or retaining an ad insofar as any actions of such
- 6.4 [The Introducer hereby ag Policy, annexed to this Agre
- 6.5 [The Supplier hereby agree annexed to this Agreement a

7. Confidentiality

- 7.1 Each Party undertakes that authorised in writing by the continuance of this Agreement
 - 7.1.1 keep confidential all
 - 7.1.2 not disclose any Con
 - 7.1.3 not use any Confide contemplated by and
 - 7.1.4 not make any copies any Confidential Info
 - 7.1.5 ensure that none or contractors or advise be a breach of the pr
- 7.2 Either Party may:

der this Agreement in the 6.2.

Introducer for any costs ts obligations under this ing.

to the provisions of this dance with the spirit and Each Party shall ensure ing into account factors its business; the markets of any other parties with actors, agents, suppliers.

ree to receive or accept of the Bribery Act 2010, financial incentives and reof) designed to induce, Party concerned of its

re in place to prevent any e Bribery Act 2010) from g or retaining business, or bf business, for that Party ate to this Agreement.

nce with its Anti-Bribery

rith its Anti-Bribery Policy,

by sub-Clause 7.2 or as at all times during the od>>] after its termination:

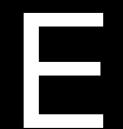
hy other party;

y purpose other than as his Agreement;

r part with possession of

employees, agents, subdone by that Party, would 7.1.1 to 7.1.4 above.





7.2.1 disclose any Confide

7.2.1.1 any sub-contr

7.2.1.2 any governme

7.2.1.3 any employe aforemention

to such extent only a this Agreement or a first inform the perso Information is confid such body under sub such body) obtaining confidentiality under undertaking should Clause 7, to keep the only for the purposes

- 7.2.2 use any Confidential other person, to the or at any time after fault of that Party. Ir not disclose any part knowledge.
- 7.3 The provisions of this Claus terms [indefinitely] **OR** [for of this Agreement], notwiths reason.

8. Force Majeure

- 8.1 No Party to this Agreement their obligations where suc beyond the reasonable cont limited to: power failure, into unrest, fire, flood, storms governmental action or any in question.
- 8.2 [In the event that the Introduce result of force majeure for Supplier may at its discretion end of that period.]

9. Term and Termination

- 9.1 This Agreement shall come and shall continue for a Terr provisions of this Clause 9.
- 9.2 Either Party shall have the notice period>> written notic Term specified in sub-Cla Agreement has been exte

Party;

regulatory body; or

Party or of any of the dies;

urposes contemplated by ach case that Party shall stion that the Confidential e the disclosure is to any employee or officer of any ne other Party a written y in question. Such able in the terms of this 1 confidential and to use it is made; and

oose, or disclose it to any e date of this Agreement, lic knowledge through no sclosure, that Party must mation which is not public

e in accordance with their od>> after the termination of this Agreement for any

ure or delay in performing s from any cause that is auses include, but are not lure, industrial action, civil terrorism, acts of war, and the control of the Party

bligations hereunder as a of <<insert period>>, the ent by written notice at the

Commencement Date>> m that date, subject to the

ng not less than <<insert e prior to the expiry of the er period for which this provision) to request the extension of the Term of period>>. Such extension services.

- 9.3 Either Party may terminate t <<insert notice period>> v <<insert minimum term of ac
- 9.4 Either Party may immedia notice to the other Party if:
 - 9.4.1 any sum owing to provisions of this A Business Days of the
 - 9.4.2 the other Party com this Agreement and, it within <<insert pe notice giving full pa remedied;
 - 9.4.3 an encumbrancer ta company, a receiver that other Party;
 - 9.4.4 the other Party make being a company, b the meaning of the Ir
 - 9.4.5 the other Party, bei made against it or, to the purposes of bona a manner that the co bound by or assume this Agreement);
 - 9.4.6 anything analogous jurisdiction occurs in
 - 9.4.7 that other Party ceas
 - 9.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1
- 9.5 For the purposes of sub-Cla remedy if the Party in bread respects.
- 9.6 The rights to terminate th prejudice any other right or concerned (if any) or any oth

10. Effects of Termination

Upon the termination of this Agreen

10.1 any sum owing by either Pa Agreement shall become im urther period of <<insert mutual agreement of the

to the other not less than on or at any time after

ement by giving written

Party under any of the within <<insert period>>

f any of the provisions of of remedy, fails to remedy after being given written and requiring it to be

ere the other Party is a the property or assets of

ment with its creditors or, Iministration order (within

has a bankruptcy order nto liquidation (except for e-construction and in such m effectively agrees to be on that other Party under

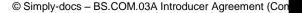
g under the law of any y;

t, to carry on business; or any person or connected arty on the date of this Clause 9, "control" and ngs ascribed thereto by orporation Tax Act 2010.

be considered capable of rovision in question in all

this Clause 9 shall not in respect of the breach

y of the provisions of this



- 10.2 all Clauses which, either extended the expiry or termination of the (This shall include, but not the Introducer any Introduction Applicable Contracts);
- 10.3 termination shall not affect of which the terminating Party termination or any other right may have in respect of an before the date of termination
- 10.4 subject as provided in this rights neither Party shall be
- 10.5 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or reco

11. No Waiver

No failure or delay by either Party i shall be deemed to be a waiver of t of any provision of this Agreement breach of the same or any other pro-

12. Further Assurance

Each Party shall execute and do may be necessary to carry the prov

13. Costs

Subject to any provisions to the coown costs of and incidental to the into effect of this Agreement.

14. Set-Off

Neither Party shall be entitled to se or sums received in respect of agreement at any time.

15. Assignment and Sub-Contracting

15.1 [Subject to sub-Clause 15. Parties. Neither Party ma floating charge) or sub-lic hereunder, or sub-contrac hereunder without the writte be unreasonably withheld.

, relate to the period after ain in full force and effect s's obligation to pay to the from the formation of

damages or other remedy ne event giving rise to the emedy which either Party nent which existed at or

n respect of any accrued on to the other; and

in Clause 7) immediately fidential Information, and ments in its possession or mation.

hts under this Agreement by either Party of a breach waiver of any subsequent

documents and things as into full force and effect.

Agreement shall pay its n, execution and carrying

anner from payments due Agreement or any other

ement is personal to the arge (otherwise than by egate any of its rights any of its obligations party, such consent not to

15.2 The Introducer shall be en by it through any other mer skilled sub-contractors. An contractor shall, for the puri or omission of the Introduce

he obligations undertaken ugh suitably qualified and ch other member or subbe deemed to be an act

16. **Time**

16.1 The Parties agree that all t be of the essence of this Ag

OR

16.2 The Parties agree that the for guidance only and are r varied by mutual agreement to in this Agreement shall

to in this Agreement are Agreement and may be

17. **Relationship of the Parties**

Nothing in this Agreement shall co joint venture, agency or other fiduci contractual relationship expressly p

Third Party Rights 18.

No part of this Agreement is inte accordingly the Contracts (Rights Agreement.

19. **Notices**

- 19.1 All notices under this Agree if signed by, or on behalf o notice.
- Notices shall be deemed to 19.2
 - 19.2.1 when delivered, if d registered mail) durir
 - 19.2.2 when sent, if trans transmission report of
 - 19.2.3 on the fifth busines ordinary mail, postag
 - 19.2.4 on the tenth busine postage prepaid.

In each case notices shall address, or facsimile number

constitute a partnership, the Parties other than the hent.

on any third parties and 99 shall not apply to this

nd be deemed duly given er of the Party giving the

her messenger (including of the recipient; or

e-mail and a successful ted: or

g, if mailed by national

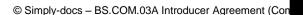
st recent address, e-mail ty.

20. **Entire Agreement**

20.1 This Agreement contains

ng, if mailed by airmail,

etween the Parties with



respect to its subject matter in writing signed by the duly

20.2 Each Party acknowledges the on any representation, winnocently or negligently) ex

21. Counterparts

This Agreement may be entered Parties to it on separate counterpa shall be an original, but all the cosame instrument.

22. Severance

In the event that one or more of unlawful, invalid or otherwise unenf severed from the remainder of thi shall be valid and enforceable.

23. Dispute Resolution

- 23.1 The Parties shall attempt to Agreement through negotiat have the authority to settle s
- 23.2 [If negotiations under sub <<insert period>> of receipt attempt to resolve the disp Dispute Resolution ("ADR")
- 23.3 [If the ADR procedure und within <<insert period>> of t not participate in the AD arbitration by either Party.
- 23.4 The seat of the arbitration upon The arbitration shall be goven Arbitration as agreed between unable to agree on the arbitration giving written not be puty President for the time the appointment of an arbitrat may be required.]
- 23.5 Nothing in this Clause 23 applying to a court for interir
- 23.6 The Parties hereby agree th dispute resolution under this Parties.

d except by an instrument es of the Parties.

greement, it does not rely other provision (made ed in this Agreement.

counterparts and by the o executed and delivered ll constitute one and the

greement is found to be vision(s) shall be deemed ainder of this Agreement

ng out of or relating to this inted representatives who

esolve the matter within negotiate, the parties will gh an agreed Alternative

s not resolve the matter dure, or if either Party will ute may be referred to

all be England and Wales.

Act 1996 and Rules for event that the Parties are or Arbitration, either Party apply to the President or Institute of Arbitrators for for any decision on rules

arty or its affiliates from

ome of the final method of final and binding on both

24. Law and Jurisdiction

- 24.1 This Agreement (including a therefrom or associated the accordance with, the laws of
- 24.2 Subject to the provisions of or claim between the Partic contractual matters and oblishall fall within the jurisdiction

ers and obligations arising led by, and construed in

controversy, proceedings ment (including any nonn or associated therewith) d and Wales.



SIGNED for and on behalf of the Supplier the <<Name and Title of person signing for the

Authorised Signature

Date: _____

SIGNED for and on behalf of the Introduce << Name and Title of person signing for the

Authorised Signature

Date: _____

SC ess

The Supplier's Business

<<Insert details of the Supplier's business and/or services supplied>>

the nature of the goods

[SC

Prospective Client Criteria

<<Insert details of necessary or desirable

Client to fulfil>>]

[80

The Introducer's Anti-Bribery Policy << Attach a copy of the Introducer's Anti-Br

d in sub-Clause 6.4>>]

[SC

The Supplier's Anti-Bribery Policy << Attach a copy of the Supplier's Anti-Brib

in sub-

in sub-Clause 6.5>>]