

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

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

"Applicable Contract" means a contract between the Supplier and a 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>>;

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

- 1.3 The headings used in this Agreement shall have no effect upon the interpretation of the 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.

2. Appointment of the Introducer

- 2.1 The Supplier hereby appoints the Introducer to identify Prospective Clients within the Territory and Introduce the Supplier as specified in Clause 3 and in accordance with the terms of this Agreement.
- 2.2 The Introducer shall have authority to bind the Supplier in any way or incur any liability on the Supplier's behalf (including, but not limited to, entering into legal relationships) and shall not hold itself out as having such authority to do so.
- 2.3 The Introducer shall not, without the written agreement of the Supplier, have any authority to enter into any form of negotiations or agreements on behalf of the Supplier.
- 2.4 The Introducer shall not provide or use any sales literature (or any similar materials) for the Supplier or the Supplier's [services] and shall not use any brands, logos or other materials (registered or otherwise) belonging to the Supplier without the Supplier's written agreement.
- 2.5 The Introducer shall, in all dealings with Prospective Clients, ensure that such Clients are aware that the Introducer is representing the Supplier and shall not have any other form of relationship with the Supplier.

3. Introductions

- 3.1 The Introducer shall use reasonable efforts to identify [at least] <<insert number>> Prospective Clients within the Territory beginning on the Commencement Date and, if applicable, <<insert number>>, the first such period of time.
- 3.2 The Introducer shall Introduce to the Supplier the Clients identified under sub-Clause 3.1 to the Supplier in writing, with the following details to include:
- 3.2.1 The full name of the Client (if the Client is not an individual person);
- 3.2.2 Contact details for the Client, including, but not limited to, telephone number(s), fax number(s), e-mail address, and postal address;
- 3.2.3 A detailed description of the Client including <<insert required particulars>>
- 3.2.4 <<insert additional details>>
- 3.2.5 <<insert additional details>>
- 3.3 The Introducer shall ensure that the Client is aware of the terms of the [goods] AND/OR [services] supplied by the Supplier and that the Client is reasonably necessary to the Supplier.

facilitate the Introduction. The Introducer shall not make any warranties with respect to the Supplier that are not made in the literature.

- 3.4 [Where the Introduction of the Supplier results in the formation of a contract between the Supplier and the Prospective Client, the Introducer shall not introduce the same Prospective Client to the Supplier during the Term of this Agreement] **OR** [for a period of <<insert period>> after the date of the entry into the Applicable Contract between the Supplier and the Prospective Client, the Introducer shall not introduce the same Prospective Client to the Supplier].

4. Supplier's Obligations

- 4.1 [The Supplier shall be under no obligation to come to an agreement or to arrange an introduction with the Prospective Client in the event that the Supplier chooses not to do so. In the event that the Supplier chooses to do so, the Supplier shall, in good faith, and within the Time Limit, enter into an Applicable Contract with the Prospective Client. Notwithstanding the foregoing, nothing shall compel the Supplier to enter into an agreement with a Prospective Client that is not in the best interests of the Supplier.]

OR

- 4.1 [After an Introduction has been made by the Introducer and the Supplier has agreed to use reasonable endeavours to come to an agreement or to arrange an introduction with the Prospective Client for the purpose of forming an Applicable Contract, in the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing, nothing shall compel the Supplier to enter into an agreement with a Prospective Client that is not in the best interests of the Supplier.]

- 4.2 The Supplier shall notify the Introducer within <<insert period>> Business Days of its entry into an Applicable Contract. The Supplier's written notification shall contain the following details:

- 4.2.1 The date of entry into the Applicable Contract;
4.2.2 The total sum(s) due to the Supplier under the Applicable Contract;
4.2.3 The date(s) on which the Supplier is to receive payment due under the Applicable Contract.

- 4.3 The Supplier shall furnish the Introducer with the following information including, but not limited to, promotional and sales literature, and any other information that may be reasonably required by the Introducer from time to time in connection with the Introductions under the term of this Agreement.

- 4.4 If the Supplier at any time decides to change the [goods] **AND** the Supplier intends to seek Prospective Clients for the [goods], the Supplier shall inform the Introducer of such changes [as soon as is reasonably practicable].

to the Supplier. The Supplier shall not make any claims, representations or warranties with respect to the [goods] supplied by the Supplier that are not made in its own promotional and sales literature.

the Client to the Supplier. The Supplier shall not introduce the same Prospective Client to the Supplier during the Term of this Agreement] **OR** [for a period of <<insert period>> after the date of the entry into the Applicable Contract between the Supplier and the Prospective Client, the Supplier shall not introduce the same Prospective Client to the Supplier].

up on any Introduction made by the Introducer and the Supplier has agreed to use reasonable endeavours to come to an agreement or to arrange an introduction with the Prospective Client for the purpose of forming an Applicable Contract, in the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing, nothing shall compel the Supplier to enter into an agreement with a Prospective Client that is not in the best interests of the Supplier.]

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within <<insert period>> Business Days of its entry into an Applicable Contract. The Supplier's written notification shall contain the following details:

- 4.2.1 The date of entry into the Applicable Contract;
4.2.2 The total sum(s) due to the Supplier under the Applicable Contract;
4.2.3 The date(s) on which the Supplier is to receive payment due under the Applicable Contract.

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reement changes or plans to change the [goods] **AND** the Supplier intends to seek Prospective Clients for the [goods], the Supplier shall inform the Introducer of such changes [as soon as is reasonably practicable].

deemed to be in breach of this Agreement in the event of suspension.

under this Agreement in the event of suspension. 6.2.

- 5.7 The Supplier shall not be responsible for any costs incurred by the Introducer in connection with its obligations under this Agreement unless the Parties agree otherwise in writing.

the Introducer for any costs incurred by the Introducer in connection with its obligations under this Agreement unless the Parties agree otherwise in writing.

6. Anti-Bribery Provisions

- 6.1 Both Parties shall act in good faith and in accordance with the spirit and intent of the Agreement and shall conduct their business in accordance with the anti-bribery provisions of the applicable law. Each Party shall ensure proportionate compliance with applicable law, including, but not limited to, the following: the markets and territories in which it operates; the nature of any other parties with which it transacts including, but not limited to, its factors, agents, suppliers, service providers and clients.

to the provisions of this Agreement and shall conduct their business in accordance with the spirit and intent of the Agreement. Each Party shall ensure proportionate compliance with applicable law, including, but not limited to, the following: the markets and territories in which it operates; the nature of any other parties with which it transacts including, but not limited to, its factors, agents, suppliers, service providers and clients.

- 6.2 In particular, neither Party shall offer, promise, give or attempt to give anything that may, under applicable law, constitute a bribe including, but not limited to, financial incentives and disproportionately lavish hospitality (whether or not designed to induce, reward or constitute improper performance of obligations).

free to receive or accept anything that may, under applicable law, constitute a bribe including, but not limited to, financial incentives and disproportionately lavish hospitality (whether or not designed to induce, reward or constitute improper performance of obligations).

- 6.3 Each Party shall ensure that its policies and procedures are in place to prevent any associated persons (as defined in the Bribery Act 2010) from bribing another person with the intention of obtaining or retaining an advantage in business, or of business, for that Party insofar as any actions of such persons are attributable to this Agreement.

are in place to prevent any associated persons (as defined in the Bribery Act 2010) from bribing another person with the intention of obtaining or retaining business, or of business, for that Party insofar as any actions of such persons are attributable to this Agreement.

- 6.4 [The Introducer hereby agrees to comply with its Anti-Bribery Policy, annexed to this Agreement.]

in accordance with its Anti-Bribery Policy, annexed to this Agreement.

- 6.5 [The Supplier hereby agrees to comply with its Anti-Bribery Policy, annexed to this Agreement.]

in accordance with its Anti-Bribery Policy, annexed to this Agreement.

7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose any Confidential Information by sub-Clause 7.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of [30 days] after its termination:

by sub-Clause 7.2 or as authorised in writing by the other Party at all times during the continuance of this Agreement and for a period of [30 days] after its termination:

- 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 its employees, agents, subcontractors or advisers are aware of any Confidential Information or that any such disclosure would be a breach of the provisions of 7.1.1 to 7.1.4 above.

any other party;

any purpose other than as contemplated by and for the purposes of this Agreement;

or part with possession of Confidential Information;

employees, agents, subcontractors or advisers are aware of any Confidential Information or that any such disclosure would be a breach of the provisions of 7.1.1 to 7.1.4 above.

- 7.2 Either Party may:

7.2.1 disclose any Confidential

7.2.1.1 any sub-contract

7.2.1.2 any government

7.2.1.3 any employee or
aforementioned

to such extent only as
this Agreement or any
first inform the person
Information is confidential
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. It
not disclose any part
knowledge.

7.3 The provisions of this Clause
terms [indefinitely] OR [for
of this Agreement], notwiths
reason.

8. Force Majeure

8.1 No Party to this Agreement
their obligations where such
beyond the reasonable control
limited to: power failure, inte
unrest, fire, flood, storms
governmental action or any
in question.

8.2 [In the event that the Intro
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 Term
provisions of this Clause 9.

9.2 Either Party shall have the
notice period>> written notice
Term specified in sub-Cla
Agreement has been exte

Party;

regulatory body; or

Party or of any of the
ties;

purposes contemplated by
each case that Party shall
question that the Confidential
the disclosure is to any
employee or officer of any
the other Party a written
y in question. Such
able in the terms of this
n confidential and to use it
is made; and

pose, or disclose it to any
the date of this Agreement,
lic knowledge through no
disclosure, that Party must
information which is not public

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

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

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

Commencement Date>>
m that date, subject to the

ing 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 the Agreement to a further period of <<insert period>>. Such extension shall be subject to the mutual agreement of the Parties.

Further period of <<insert period>>. Such extension shall be subject to the mutual agreement of the Parties.

9.3 Either Party may terminate the Agreement by giving written notice to the other not less than <<insert notice period>> weeks or at any time after <<insert minimum term of agreement>>.

Either Party may terminate the Agreement by giving written notice to the other not less than <<insert notice period>> weeks or at any time after <<insert minimum term of agreement>>.

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

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

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

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

9.4.2 the other Party commits a 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;

the other Party commits a 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;

9.4.3 an encumbrancer takes a charge over the property or assets of that other Party;

where the other Party is a company, a receiver or administrator is appointed over the property or assets of that other Party;

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);

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

9.4.5 the other Party, being a company, has a bankruptcy order made against it or, being a company, enters into liquidation (except for the purposes of bona fide reconstruction and in such a manner that the company effectively agrees to be bound by or assume the obligations of this Agreement);

the other Party, being a company, has a bankruptcy order made against it or, being a company, enters into liquidation (except for the purposes of bona fide reconstruction and in such a manner that the company effectively agrees to be bound by or assume the obligations of this Agreement);

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

anything analogous to any of the above occurs in any jurisdiction occurs in any jurisdiction;

9.4.7 that other Party ceases to carry on business; or

that other Party ceases to carry on business; or

9.4.8 control of that other Party is taken over by any person or connected persons not having the consent of this Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by the Companies Act 2006 and the Corporation Tax Act 2010.

control of that other Party is taken over by any person or connected persons not having the consent of this Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by the Companies Act 2006 and the Corporation Tax Act 2010.

9.5 For the purposes of sub-Clause 9.4, the Party in breach shall be considered capable of remedying the breach if the Party in breach is capable of remedying the breach in all respects.

For the purposes of sub-Clause 9.4, the Party in breach shall be considered capable of remedying the breach if the Party in breach is capable of remedying the breach in all respects.

9.6 The rights to terminate the Agreement shall not be prejudiced by this Clause 9 shall not be prejudiced in respect of the breach.

The rights to terminate the Agreement shall not be prejudiced by this Clause 9 shall not be prejudiced in respect of the breach.

10. Effects of Termination

Upon the termination of this Agreement:

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

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

- 10.2 all Clauses which, either expressly or by reference, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect (This shall include, but not be limited to, the Introducer's obligation to pay to the Party any Introduction Fee payable from the formation of Applicable Contracts);
- 10.3 termination shall not affect or limit the damages or other remedy which the terminating Party may be entitled to in the event giving rise to the termination or any other right or remedy which either Party may have in respect of any claim or agreement which existed at or before the date of termination;
- 10.4 subject as provided in this Clause, in respect of any accrued rights neither Party shall be liable to the other; and
- 10.5 each Party shall (except to the extent otherwise provided in Clause 7) immediately cease to use, either directly or indirectly, Confidential Information, and shall immediately return to the other Party all documents 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 the right of either Party of a breach of 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 execute all documents 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.
14. **Set-Off**
- Neither Party shall be entitled to set off or payments due in any manner from payments due or sums received in respect of this Agreement or any other agreement at any time.
15. **Assignment and Sub-Contracting**
- 15.1 [Subject to sub-Clause 15.2] This Agreement is personal to the Parties. Neither Party may assign, charge (otherwise than by way of floating charge) or sub-license any of its rights hereunder, or sub-contract any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

- 15.2 [The Introducer shall be entitled to rely on the obligations undertaken by it through any other member or sub-contractor. Any such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Introducer.]
16. **Time**
- 16.1 [The Parties agree that all time for the purposes of this Agreement shall be of the essence of this Agreement.]
- OR**
- 16.2 [The Parties agree that the time for the purposes of this Agreement are for guidance only and are not to be construed as time bars. The time may be varied by mutual agreement.]
17. **Relationship of the Parties**
- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.
18. **Third Party Rights**
- 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.
19. **Notices**
- 19.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.
- 19.2 Notices shall be deemed to be given to the Party to whom they are addressed by the following methods:
- 19.2.1 when delivered, if delivered by hand or by registered mail) during business hours of the recipient; or
- 19.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or
- 19.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid; or
- 19.2.4 on the tenth business day after the date of posting, if mailed by airmail, postage prepaid.
- In each case notices shall be given to the Party's most recent address, e-mail address, or facsimile number.
20. **Entire Agreement**
- 20.1 This Agreement contains the entire agreement between the Parties with

respect to its subject matter and except by an instrument in writing signed by the duly authorized representatives of the Parties.

20.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision (made innocently or negligently) except as expressly provided in this Agreement.

21. Counterparts

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

22. 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.

23. Dispute Resolution

- 23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations by their duly authorized representatives who have the authority to settle such disputes.
- 23.2 [If negotiations under subclause 23.1 fail, the Parties shall attempt to resolve the dispute within <<insert period>> of receipt of the written notice. If the Parties fail to resolve the matter within <<insert period>> of receipt of the written notice, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") process.]
- 23.3 [If the ADR procedure under subclause 23.2 fails to resolve the matter within <<insert period>> of the written notice, or if either Party will not participate in the ADR process, the dispute may be referred to arbitration.]
- 23.4 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 for any decision on rules that may be required.]
- 23.5 Nothing in this Clause 23 shall prevent either Party or its affiliates from pursuing any claim or defense in any court of competent jurisdiction.
- 23.6 The Parties hereby agree that the arbitration shall be the final method of dispute resolution under this Agreement and shall be final and binding on both Parties.

24. **Law and Jurisdiction**

- 24.1 This Agreement (including all terms and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to the provisions of paragraph 24.1, any controversy, proceedings or claim between the Parties arising out of or associated with this Agreement (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

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SC

The Supplier's Business

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

to the nature of the goods

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[SC

Prospective Client Criteria

<<Insert details of necessary or desirable conditions for Client to fulfil>>]

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[SC

The Introducer's Anti-Bribery Policy

<<Attach a copy of the Introducer's Anti-Bribery Policy to the Agreement in sub-Clause 6.4>>]

d in sub-Clause 6.4>>]

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[SC

The Supplier's Anti-Bribery Policy

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

in sub-Clause 6.5>>]

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