

**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 combination of fees and commission, to be defined in this Agreement, leading up to and concluding with the establishment of an ongoing business relationship with any such contact for the purchase or procurement of the Supplier's [goods] **AND/OR** [services] that results from 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:

<b>"Applicable Contract"</b>	means a contract between the Supplier and a particular Prospective Client that has been Introduced by the Introducer for the provision of [goods] <b>AND/OR</b> [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;
<b>"Business Day"</b>	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>>;
<b>"Commencement Date"</b>	means the date on which this Agreement comes into force, as set out in sub-Clause 9.1;

# SAMPLE

“Confidential Information”	means information which is disclosed or intended to be disclosed in writing in confidence and which is not to be confidential or	Party, information which is not disclosed to any other Party pursuant to a written agreement (whether orally or in writing), and whether or not the information is intended to be confidential or
“Introduction”	means the introduction by the Supplier of the contact details of a Prospective Client to the Introducer first	Supplier of the contact details of a Prospective Client to the Introducer first
“Introduction Date”	means the date on which the Introducer first introduces a Prospective Client;	the date on which the Introducer first introduces a Prospective Client;
“Introduction Fees”	means the fees payable by the Supplier to the Introducer in respect of the introduction;	the fees payable by the Supplier to the Introducer in respect of the introduction;
“Introduction Time Limit”	means the period of time, beginning on the date of the introduction with the Supplier and the end of the period of time, during which the Supplier is to establish an Ongoing Business Relationship;	the period of time, beginning on the date of the introduction with the Supplier and the end of the period of time, during which the Supplier is to establish an Ongoing Business Relationship;
“Net Income”	means the net income of the Supplier after the deduction of value added tax and other taxes;	the net income of the Supplier after the deduction of value added tax and other taxes;
“Ongoing Business Relationship”	means the relationship between the Supplier and the Prospective Client under which a number of orders are reasonably expected to be placed with the Supplier pursuant to this Agreement, such a relationship to be established upon the date of the introduction, e.g. third, fourth or fifth order, or the date of the first Contracts between the Supplier and the Prospective Client;	the relationship between the Supplier and the Prospective Client under which a number of orders are reasonably expected to be placed with the Supplier pursuant to this Agreement, such a relationship to be established upon the date of the introduction, e.g. third, fourth or fifth order, or the date of the first Contracts between the Supplier and the Prospective Client;
“Prospective Client”	means a person or entity who is not an existing client of the Supplier with whom the Supplier has not yet entered into a contract, who is not a client of the Supplier, all references to a Prospective Client shall include references to a Prospective Client and to a Prospective Client AND to a Prospective Client;	a person or entity who is not an existing client of the Supplier with whom the Supplier has not yet entered into a contract, who is not a client of the Supplier, all references to a Prospective Client shall include references to a Prospective Client and to a Prospective Client AND to a Prospective Client;
“Term”	means the term of the contract as defined in Clause 1.2.1.	the term of the contract as defined in Clause 1.2.1.
“Territory”	means the territory of the Supplier as defined in Clause 1.2.2.	the territory of the Supplier as defined in Clause 1.2.2.

# SAMPLE

- 1.2.3 "this Agreement" is the Agreement and each of the Schedules as amended from time to time; the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement and
- 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules) and
- 1.2.6 a "Party" or the "Parties" means the Party or Parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 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 corporations, partnerships, associations, trusts, unincorporated associations, and other entities.

## 2. Appointment of the Introducer

- |     |   |   |
|-----|---|---|
| 2.1 | The Supplier hereby appoints the Introducer as its sole and exclusive representative within the Territory and Introducer shall not be permitted to act in and in accordance with the manner specified in Clause 3.1.  | Identify Prospective Clients within the Territory as specified in Clause 3.1.   |
| 2.2 | The Introducer shall have no authority to bind the Supplier in any way or incur any liability on the Supplier's behalf (including, but not limited to entering into any legal relationships) and shall not hold itself out as having such authority to do so. | by whatsoever to bind the Supplier on the Supplier's behalf (including 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 (pre-contractual or otherwise) with any third party on behalf of the Supplier.   | written agreement of the Supplier, to enter into any form of negotiations (pre-contractual or otherwise) with any third party on behalf of the Supplier.                                |
| 2.4 | The Introducer shall not prepare or disseminate any sales literature (or any similar materials) for the Supplier or use any brands, logos or other identifying marks belonging to the Supplier without the Supplier's written agreement.                      | or sales literature (or any similar materials) for the Supplier or use any brands, logos or other identifying marks belonging to the Supplier without the Supplier's written agreement. |
| 2.5 | The Introducer shall, in all of its 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   | Prospective Clients, ensure that such Clients are aware that the Introducer is representing the Supplier and shall not have any other form of   |

### 3. Introductions

- 3.1 The Introducer shall use reasonable efforts to identify [at least] <<insert number>> Prospective Clients, beginning on the Commencement Date and continuing thereafter, the first such period of time being the period of time beginning on the Commencement Date and ending on the date of the first meeting with the Prospective Client.
- 3.2 The Introducer shall introduce to the Supplier the Prospective Clients identified under sub-Clause 3.1 to the Supplier in writing, such details to include:
- 3.2.1 The full name of the Prospective Client (including the name of the Introducer's contact person);
- 3.2.2 Contact details for the Prospective Client (including, but not limited to, telephone number(s) and postal address;

- 3.2.3 A detailed description of the goods and/or services to be supplied to 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 properly informed of the [goods] **AND/OR** [services] supplied by the Supplier and that the Client is aware of the reasonably necessary to be made by the Supplier. The Introducer shall not make any claims, representations or warranties with respect to the [goods] or [services] supplied by the Supplier that are not made in the Supplier's promotional and sales literature.
- 3.4 [Where the Introduction of the Client results in the formation of a Business Relationship between the Client and the Supplier, 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 Client's entry into the Applicable Contract, the Introducer shall not introduce the same Prospective Client and the Supplier].

#### 4. Supplier's Obligations

- 4.1 [The Supplier shall be under no obligation to enter into an agreement or to arrange for the Client to enter into an agreement with the Supplier in the event that the Supplier chooses to do so, and the Supplier shall, in good faith, and in accordance with the terms of the Ongoing Business Relationship, endeavour to establish an Ongoing Business Relationship with the Client within the Introduction Time Limit. Notwithstanding the foregoing provisions of this sub-Clause 4.1, nothing shall compel the Supplier to enter into any agreement with a Prospective Client that is not in the best interests of the Supplier.]
- OR**
- 4.1 [After an Introduction has been made, the Supplier shall use reasonable endeavours to come to an agreement with the Prospective Client for the purpose of establishing an Ongoing Business Relationship. In the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, establish an Ongoing Business Relationship with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing provisions of this sub-Clause 4.1, nothing shall compel the Supplier to enter into any agreement with a Prospective Client that is not in the best interests of the Supplier.]
- 4.2 The Supplier shall notify the Client within <<insert period>> Business Days of its entry into the Applicable Contract. The Supplier's written notice under this sub-Clause shall contain the following details:
- 4.2.1 The date of entry into the Applicable Contract;
- 4.2.2 The total sum due to the Supplier under the Applicable Contract; and
- 4.2.3 The date on which such sum is due and payable.
- 4.3 The Supplier shall furnish the Client with the following information including, but not limited to, promotional and sales literature, which may be reasonably required by the Client from time to time for the purpose of the Introduction to make the Client aware of the goods and/or services to be supplied by the Supplier.

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- 5.3 The Fee on Introduction as set forth in Schedule 5.1 shall become due and payable within <<insert period>> of an Introduction being made under Clause 3. <> Business Days of an Introduction being made under Clause 3, the Producer shall submit an invoice to the Supplier for the Fee on Introduction.

- 5.5 The Supplier shall pay any amount due to the Introducer by <<insert preferred method(s)>>, to the Introducer by the Introducer may from time to time nominate, within <<insert number of days>> Business Days of receipt of the relevant invoice.

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Introducer under this Agreement shall not be entitled to any remedy available to the Introducer under any applicable law.

5.6.1 that amount shall be paid to the Supplier by the Introducer in full at the rate of <<insert>>% above the <<insert>> bank name>> base rate, in the sole discretion of the Introducer's judgment; and

5.6.2 the Introducer shall not be liable for the provision of the Introduction services until the outstanding amount has been received by the Supplier. The Introducer shall not be deemed to be in breach of this Agreement in the event of suspension of the Supplier's services under 5.2.

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 in writing.

## 6. Anti-Bribery Provisions

6.1 Both Parties shall act in good faith and shall conduct their business in accordance with the spirit and intent of the anti-bribery provisions of the applicable law. Each Party shall ensure proportionate compliance with the applicable law, including, but not limited to, the provisions of the applicable law and territories in which it operates, and territories in which it or its associated persons, agents, suppliers, service providers and clients transact.

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

6.3 Each Party shall ensure that its associated persons (as defined in the Bribery Act 2010) are in place to prevent any associated persons (as defined in the Bribery Act 2010) from bribing another person with the intent to obtain or retain business, or obtaining or retaining an advantage in business, for that Party in connection with its obligations under this Agreement.

6.4 [The Introducer hereby agrees to comply 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]

## 7. Confidentiality

7.1 Each Party undertakes that it shall keep confidential all information disclosed to it 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 <<insert>> years 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 permitted under this Agreement;
- 7.1.4 not make any copies of Confidential Information or part with possession of any Confidential Information;
- 7.1.5 ensure that none of its employees, agents, sub-contractors or advisers, or any person to whom Confidential Information is disclosed by that Party, would be a breach of the provisions of Clause 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
- 7.2.1.1 any sub-contractor of that Party;
  - 7.2.1.2 any governmental or regulatory body; or
  - 7.2.1.3 any employee or officer of that Party or of any of the bodies mentioned in 7.2.1.1 and 7.2.1.2 above;
- to such extent only as may be necessary for the purposes contemplated by this Agreement or as may be required by law, and in each case that Party shall first inform the person to whom Confidential Information is disclosed that the Confidential Information is confidential and that the disclosure is to any person (including any employee or officer of any such body) obtaining Confidential Information from the other Party a written undertaking should be obtained from that person in question. Such undertakings should be in the form of a written agreement in the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which it is made; and
- 7.2.2 not use any Confidential Information to propose, or disclose it to any other person, to the public, or at any time after the date of this Agreement, in any form, or in any manner, or by any means, or at any time after it has become public knowledge through no fault of that Party. In the event of any such disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause shall survive in accordance with their terms [indefinitely] **OR** [for a period of <<insert period>> after the termination of this Agreement], notwithstanding the termination of this Agreement for any reason.

## 8. Force Majeure

- 8.1 No Party to this Agreement shall be liable for failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, terrorism, acts of war, governmental action or any other cause beyond the control of the Party in question.
- 8.2 [In the event that the Introduction of the Supplier's obligations hereunder as a result of force majeure for a period of <<insert period>>, the Supplier may at its discretion suspend its obligations by written notice at the end of that period.]



## 9. Term and Termination

- 9.1 This Agreement shall come into effect on the Commencement Date>> and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 9.
- 9.2 Either Party shall have the right to terminate the Agreement by giving not less than <<insert notice period>> written notice to the other Party prior to the expiry of the Term specified in sub-Clause 9.1 or any other period for which this Agreement has been extended (or any combination of the above provision) to request the extension of the Term of the Agreement for a 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>> written notice 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:
- 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;
  - 9.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice of remedy, fails to remedy it within <<insert period>> after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 9.4.3 an encumbrancer takes control of the property or assets of that other Party;
  - 9.4.4 the other Party makes an arrangement with its creditors or, being a company, becomes subject to 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 an individual, is sequestrated in such a manner that the company or individual effectively agrees to be bound by or assume the obligations of this Agreement);
  - 9.4.6 anything analogous to any of the above occurring in any jurisdiction occurs in any jurisdiction;
  - 9.4.7 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 the 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 Sections 1124 and 1125 of the Income Tax Act 2010.
- 9.5 For the purposes of sub-Clause 9.4, a breach of any of the provisions of this Agreement shall be considered capable of remedy if the Party in breach agrees to remedy the breach in all respects.
- 9.6 The rights to terminate the Agreement under this Clause 9 shall not

prejudice any other right or  
concerned (if any) or any other

in respect of the breach

## 10. **Effects of Termination**

Upon the termination of this Agreement

10.1 any sum owing by either Party  
Agreement shall become immediately

10.2 all Clauses which, either expressly  
the expiry or termination of the

10.3 termination shall not affect or  
which the terminating Party  
termination or any other right  
may have in respect of any  
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 directly  
shall immediately return to the  
control which contain or record

any of the provisions of this  
Agreement shall become immediately

, relate to the period after  
remain in full force and effect;

damages or other remedy  
the event giving rise to the  
remedy which either Party  
Agreement which existed at or

in respect of any accrued  
to the other; and

in Clause 7) immediately  
Confidential Information, and  
in its possession or  
information.

## 11. **No Waiver**

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

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

## 12. **Further Assurance**

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

documents and things as  
into full force and effect.

## 13. **Costs**

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

Agreement shall pay its  
n, execution and carrying

## 14. **Set-Off**

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

manner from payments due  
Agreement or any other

## 15. Assignment and Sub-Contracting

15.1 [Subject to sub-Clause 15.2, the obligations of the Parties. Neither Party may create a floating charge) or sub-licence 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 sub-contract the obligations undertaken by it through any other member or skilled sub-contractors. 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 periods specified in this Agreement shall be of the essence of this Agreement.

**OR**

16.2 [The Parties agree that the time periods specified in this Agreement are for guidance only and are not to be varied by mutual agreement.

## 17. Relationship of the Parties

Nothing in this Agreement shall constitute the Parties a partnership, joint venture, agency or other fiduciary relationship, nor shall it be a 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 in writing and shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

19.2 Notices shall be deemed to have been given to the Party to whom they are addressed if:

19.2.1 when delivered, if delivered by hand or by registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by email 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.

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

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

## 20. Entire Agreement

20.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding on the Parties in writing signed by the duly authorized representatives of the Parties.

20.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation, warranty or other provision (made or to be made) in this Agreement, whether or not it is known or innocently or negligently excluded.

## 21. Counterparts

This Agreement may be entered into by the Parties to it on separate counterparts, and each counterpart so executed and delivered shall be an original, but all the counterparts together 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 conducted by their duly appointed 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 of 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 of dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

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, the Rules of the International Chamber of Commerce may, upon giving written notice to the Deputy President for the time being of the International Institute of Arbitrators for the appointment of an arbitrator, be applied. The arbitrator shall have the authority to make any decision on rules that may be required.]

23.5 Nothing in this Clause 23 shall prevent a Party from applying to a court for interim relief.

23.6 The Parties hereby agree that 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 any amendments and variations) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Subject to the provisions of any applicable law, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

Party or its affiliates from

some of the final method of  
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ed by, and construed in

controversy, proceedings  
ment (including any non-  
n or associated therewith)  
d and Wales.

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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**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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[SO

**Prospective Client Criteria**

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

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**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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**The Supplier's Anti-Bribery Policy**

<<Attach a copy of the Supplier's Anti-Bribery Policy in sub-Clause 6.5>>]

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