# ENT (SALES) COMPANY C

# THIS AGREEMENT is made the BETWEEN:

- (1) <<Name of Company>> a number <<Company Re <<Registered office>> ("the
- (2) <<Name of Contractor>> a number <<Company Regi Contractor's Address>> ("t

### WHEREAS:

- (A) The Company appoints th the Company and the Con the Agreement and upon th
- (B) The Contractor shall be an this Agreement and shall opersonnel as it decides in its behalf.

### IT IS AGREED as follows:

### 1. **Definitions**

- In this Agreement, and expressions sh
  - 1.1.1 Commencer
  - 1.1.2 Services: [T this Agreem
    - 1.1.2.1 << ln: contr

and

1.1.2.2 Such agree Agre

OR

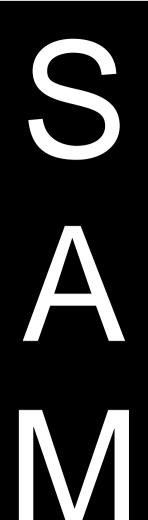
[The this Serv

- 1.1.3 Termination hereunder is
- 1.1.4 Personnel: of personnel of

### 2. **Duration of the Agreeme**

The Agreement shall compute of Agreement>> untiles when this Agreement is ter

- 3. Contractor's Obligations
  - 3.1 For the duration of the



<Country of Registration>> under whose registered office is at

c<Country of Registration>> under se registered office is at <<Insert</p>

sales services ("the Services") to such Services for the duration of n the Agreement.

to the Company for the duration of nployees, subcontractors or other o time to provide the Services on

wise requires, the following words anings:

of Agreement>>;

erformed by the Contractor under

ales work to be carried out by the

ompany and the Contractor may me, during the duration of this

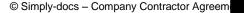
erformed by the Contractor under are set out in the Schedule of

ch the Contractor's appointment

employed subcontractors or other

he Commencement Date <<Insert te>> or until the Termination Date ith Clause 18.

or shall:



# 3.1.1 perform the Schedule to]

- 3.1.2 make its non than << Insert and for not led during each was not seen and the during each was
- 3.1.3 ensure that it have approp Contractor's obest of their a
- 3.1.4 be entitled in more Personr and, provided with clause 3
- 3.1.5 keep the Co particular to performance
- 3.1.6 subject to clar
- 3.1.7 subject to cla out any servi description.

### 4. **Fee**

- 4.1 The Company shal hourly fee>> (excl Services.
- 4.2 These fees are to terms of Clause 5, of subject to delivery << Insert Time Periodetail the Services those Services. WI Value Added Tax sl
- 4.3 If there are periods the Contractor sha payable only in rest

### 5. Sales and Commission

- 5.1 In addition to the Formula Clause 4, the Contractions conclu
- 5.2 Commission shall goods sold, that is relevant discounts) <<Insert Percentag Company on a <<w
- 5.3 The Contractor will Agreement is termin

described in [Clause 1 of] [the

ble to the Company for not less >> working hours during each day um working days>> working days

Services only such Personnel as se and that they perform the in a diligent manner and to the

nominate and engage any one or arry out the Services on its behalf, time the Contractor is complying I not be entitled to object to the that time;

ogress on the Services and in e>> in respect of the day-to-day

Company's reasonable requests;

of this Agreement, be free to carry n, company or other entity of any

n <<e.g. hourly>> fee of <<Insert ed tax) for the provision of the

y Commission earned under the f each calendar <<week/month>>, voice to the Company at least or to that date. The invoice shall th and the fees due in respect of gistered for Value Added Tax, any on the invoice.

ces for the Contractor to perform, er for those periods. Fees are .

any to the Contractor as set out in tled to receive commission on ion of this Agreement.

entage of the net sales value of arged to the customer (less any int Date the percentage shall be mission shall be reviewed by the etc>> basis.

ion on sales concluded after this

# 5.3.1 that sale is period of this

5.3.2 if the order Agreement.

### 6. **[Expenses**

- 6.1 The Company shal incurred by it in the of travel between to any, at which the C
- 6.2 In order to obtain Contractor must pro such expenses as t

### 7. Late Payment

If the Company fails to m [,][or] 5 [or 6] on the due available to the Contractor,

- 7.1.1 terminate this Agre that the Company days>> working da full particulars of the within << Insert num
- 7.1.2 charge the Compa amount unpaid, at <<Insert Bank Nam full is made. Such i payment until paym whether before or together with the ov

### 8. Tax Liabilities

- 8.1 The Contractor was independent contra
- 8.2 The Contractor und
  - 8.2.1 be responsi contributions payments m
  - 8.2.2 indemnify th the relevant National Ins Services.

### 9. Status of Contractor and

- 9.1 Nothing in this Agre the Company and venturer, or to any the Company and a
- 9.2 The Contractor's o methods of working work, are at all tim

ne Contractor's efforts during the

ed before the termination of this

or travelling expenses reasonably s obligations hereunder consisting business and such other place, if o be carried out.

s set out in Sub-Clause 6.1 the ner evidence of actual payment of lably require.]

the Contractor under Clauses 4 dice to any other right or remedy entitled to:

notice to the Company provided ayment within <<Insert number of notice from the Contractor giving uiring such payment to be made ays; and

and after any judgement) on the entage>>% per annum above the rom time to time, until payment in a daily basis from the due date for e Contractor of the overdue sum, mpany shall pay the interest due

to the Company that it is an

that it will:

ome tax and National Insurance ind contributions in relation to pursuant to this Agreement; and

any claims that may be made by company in respect of income tax, or contributions relating to the

re rise to any relationship between nployee, agent, partner or joint e (or other relationship) between pronnel.

ersonnel, work, its activities and what order it and they carry out its ontractor to determine, supervise,



direct and control, any other respect Contractor or any o

### 10. Competition

- 10.1 The Contractor ag
  without the writter
  indirectly engaged
  business or undert
  interests of the Co
  discharge of the Co
- 10.2 For the purposes o without limitation, engaged in busine business being <<I</p>

### 11. Confidential Information

- 11.1 The Contractor sh (except in the proper limit) after the termi
  - 11.1.1 use for its business en
  - 11.1.2 disclose to a whatsoever;

any trade secrets of the Company [or it such information relists of pricing structed dealings, employed formulae, specific marked "Confident confidential or white regard as confident Company [or any a and other persons."

- 11.2 The Contractor sha make any notes or Company's busines Company [or any as
- 11.3 The obligations cor any information or domain after the unauthorised disclo

### 12. Intellectual Property

All records, documents, pa copyright protected works carrying out its obligation copyright and design rights property of the Company. ot seek to, and will not in those or supervise, direct or control the ts work.

on of this Agreement it will not, any, be in any way directly or ndertake, any services, activities s likely to be in conflict with the nay adversely affect the efficient is Agreement.

t of interest is deemed to include, services to any other company as that of the Company, such ompany's business>>.

the duration of this Agreement pligations) nor at any time (without indirectly:

of any other person, company, whatsoever; or

siness entity or other organisation

iformation relating or belonging to ], including but not limited to any tomer lists or requirements, price es information, business plans or information and plans, designs, esearch activities, any document which they have been told is bly expect the Company would in which has been given to the onfidence by customers, suppliers

out the duration of this Agreement any matter within the scope of the nerwise than for the benefit of the

1.1 above shall cease to apply to ubsequently come into the public reement, other than by way of

nd summaries thereof) and other the Contractor in the course of , together with all the worldwide d at all times remain the absolute

### 13. Liability

- 13.1 This Clause 13 sets for any breach of tortious act or omis of statutory duty) ar
- in contract, tort (in duty or misreprese goodwill, loss of b interruption or mar be derived from t recorded on any of economic, indirect the other Party that
- 13.3 Nothing in this Clau
  - 13.3.1 limit the lial misrepreser personal inju
  - 13.3.2 exclude or lindemnity gi
- 13.4 Subject to Clause connection with regligence), restitu otherwise) shall be commission (exclud Services carried ou date such liability a

### 14. Force Majeure

- 14.1 No Party to this performing their o cause that is beyon Such causes inclu provider failure, incacts of terrorism, a dissimilar event or question.
- 14.2 [In the event that a hereunder as a resperiod>>, the othe written notice at the Parties shall agrecompleted up to account any prior performance of this

### 15 No Waiver

No failure or delay by eithe shall be deemed to be a breach of any provision o subsequent breach of the s

iability of the Parties to each other ny representation, statement, or limited to, negligence and breach ion with this Agreement.

hall be liable to the other, whether itution, or for breach of statutory profit, loss of revenue, loss of s of anticipated saving, business achieve any benefit expected to use of any asset, loss of data nent, or any special commercial, e or loss that may be suffered by ction with this Agreement.

visions of this Agreement shall:

the other for fraud or fraudulent wilful misconduct, or for death or

ntractor under or in respect of the

f either Party arising out of or in ler in contract, tort (including tory duty or misrepresentation or n>>] **OR** [the total of the fees and paid under this Agreement for all of this Agreement preceding the

able for any failure or delay in ailure or delay results from any of that Party ("Force Majeure"). to: power failure, internet service t, fire, flood, storms, earthquakes, tal action or any other similar or eyond the control of the Party in

t cannot perform their obligations r a continuous period of <<insert tion terminate this Agreement by the event of such termination, the asonable payment for all work Such payment shall take into

s entered into in reliance on the

of its rights under this Agreement d no waiver by either Party of a e deemed to be a waiver of any on.

### 16 Assignment and Sub-Co

- 16.1 Subject to sub-Cla Neither Party may charge) or sub-lice sub-contract or oth the written consent withheld.
- 16.2 The Contractor shat by it through any of skilled Personnel. shall, for the purpose of the Contractor.

### 17 Third Party Rights

- 17.1 No one other than assignees, shall ha Contracts (Rights o
- 17.2 Subject to this Clau transferee, success

### 18 Termination

- 18.1 Either Party may t without giving any r
- 18.2 This Agreement remedies the Partie
  - 18.2.1 either Party Agreement within <<ins Party; or
  - 18.2.2 either Party compulsory reconstructi whole or an
- 18.3 The termination of which have already

### 19 Company Property

On the termination of this Company in accordance w specifications, software, m thereof) and any other Companies which are in its required by the Company, under this Clause 19.

### 20 Notice

- 20.1 All notices to be give be in writing and shof, a duly authorise
- 20.2 Any notice to be se been duly given:

nent is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or its obligations hereunder without a consent not to be unreasonably

any of the obligations undertaken or through suitably qualified and such other member or Personnel deemed to be an act or omission

t, their transferees, successors or ny of its terms and accordingly the shall not apply to this Agreement.

all continue and be binding on the ner Party as required.

t at any time without notice and

standing any other rights and

he terms and obligations of this able of remedy, is not remedied ptice of such failure from the other

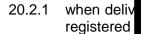
r liquidation – either voluntary or poses of bona fide corporate f a receiver is appointed over the

e without prejudice to any rights
Parties under this Agreement.

or must immediately return to the ipment, correspondence, records, other documents (and any copies the Company or its associated control. The Contractor will, if so has complied with its obligations

t by either Party to the other shall uly given if signed by, or on behalf ng the notice.

he other shall be deemed to have



- 20.2.2 when sent
- 20.2.3 on the fift ordinary m

In each case notice address notified to

### 21 Entire Agreement

- 21.1 This Agreement c respect to its subjein writing signed by
- 21.2 Each Party acknown rely on any represe provided in this A implied by statute of by law.
- 21.3 The Contractor is a performance of its Contractor under to any mutual obligation accept any full relationship shall he

### 22 Law and Jurisdiction

This Agreement is to be g England and Wales and the English and Welsh Court respect of this Agreement a

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Company N

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

SIGNED by

<<Name and Title of person signir for and on behalf of <<Contractor's

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

rier or other messenger (including ness hours of the recipient; or

and a return receipt is generated;

g mailing, if mailed by national

the most recent address or e-mail

ement between the Parties with modified except by an instrument esentatives of the Parties.

into this Agreement, it does not ner provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

services available except for the preement. The engagement of the out the Services does not create ompany or the Contractor to offer nent or services. No continuing ed.

ed in accordance with the Laws of to the exclusive jurisdiction of the oute and/or legal proceedings in ereunder.

executed the day and year first



[S S]

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