THIS MEMORANDUM OF UNDER a proposed distribution of goods a

BY:

(1) <<Name of Company>> <<Company Registration (Address>> ("Company")

and

(2) <<Name of Distributor>> <<Company Registration I Address>> ("the Distributor

1. Definitions

In this HOT, the following e

"Distribution of Goods Agreement"

"Detailed Terms"

"Commercial Terms"

"Partv"

2. Purpose and Status of th

- 2.1 Except for Clauses HOT is not intended
- 2.2 The Parties have of but they have not Commercial Terms agree all of the other
- 2.3 The Parties intend negotiate, draft, and Distribution of Good save for Clauses 5. Agreement comes relating to any supplication on them as

e HE

e **HEADS OF TERMS** ("HOT") for nd signed the day of

ed in England under number ered office is at] OR [of] <<insert

red in England under number ered office is at] **OR** [of] <<insert

wing meanings:

nt described in Clause 3 and of this HOT;

/ detailed terms, conditions, and et out in the Distribution of Goods the definitive version of the and when they are agreed and set of Goods Agreement;

for the Distribution of Goods set out in sub-Clause 4 of this is which the Parties hereby agree tive version of those terms, if and included amongst the Detailed on of Goods Agreement; and

rties to this HOT:

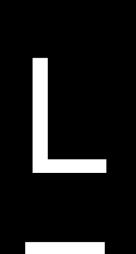
egally binding on the Parties), this gally binding on the Parties.

e Commercial Terms in principle, ed the definitive version of the ully discuss, negotiate, draft, and

this HOT, they will fully discuss, a Terms, and will sign a full written those Detailed Terms, and that, and when a Distribution of Goods be any agreement between them at between them which is legally

1





2.4 The Parties agree a oral or written state warranty, promise, the date of this HO of goods arrangen express term of the

3. Distribution of Goods Ag

The Distribution of Goods A agreement between the F goods to the Distributor of Distribution of Goods Agreeworking arrangements, un relating to such sale and su

4. Commercial Terms

The following Commercial them will form part of the D

- 4.1 The Company is e type of goods which engaged in reselling
- 4.2 The goods to be so here>>] **OR** [are defattached] [already
- 4.3 The Company may during the period of wishes to do so it r weeks or months>>
- 4.4 The supply under </insert agreed date time in months or y Distribution of Good
- 4.5 [The Company's state to the Distributor, a Agreement.] [The s [without] [with] the of at least <<insert
- 4.6 The basic prices to the Distribution of [brochure] of the Co
- 4.7 The Company ma following basis: << and/or limitations o raw materials, to co them>>. Company price to the Distribu
- 4.8 The Distributor will

agreed in Clause 6 of this HOT, no (negligent or otherwise), and no nent (whether before, on, or after in relation to the proposed supply t is agreed and included as an reement.

vritten signed distribution of goods ny will agree to sell and supply or resale by the Distributor. The , and the only, terms, conditions, matters governing, forming, and ents between the Parties.

rinciple. The definitive version of ribution of Goods Agreement:

g and] marketing and selling the e Distributor, and the Distributor is

the Distributor [will be <<describe to this HOT] **OR** [[in the brochure] r]].

ions or other aspects of the goods s Agreement [and if the Company at least <<insert period of time in notice].

ds Agreement will commence on ter that date for <<insert period of earlier termination provided by the

will apply to all sales of the goods hed to the Distribution of Goods le can be varied by the Company r] on prior notice by the Company

or for the goods will be [set out in set out in the standard [price list] ere prices will be shown>>].

sic prices of the goods [on the uency permitted, the criteria for e justified by increase in prices of Distributor's instructions or lack of eriod of] notice of variation of any eriod >>1.

s from any of the basic prices.]

ent)

OR

[The Distributor wi prices for the goods prompt payment dis <<state % >> which basic price means of basic price which

- 4.9 The basic prices [in 4.9.1 VAT and appropriate]
 - 4.9.2 Company's duties or tax all of which will either r those costs invoice them
- 4.10 Payment for good details>>. [Letters Distributor].
- 4.11 Invoices will be issufollowing currency required, the dates details>>].
- 4.12 Payment for goods
 Distributor has to page
- 4.13 If there is late paym may <<state Compa
- 4.14 The goods which the [processing] [or reput the Distributor [may
- 4.15 [Restrictions will a Distribution of Good
 - 4.15.1 The Col sell the the territ
 - 4.15.2 [Since territory the Dist the goo other dis

OR

[Althoug

type[s] of discount on the basic count, e.g. bulk purchase discount, and the amount of discount will be the basic price. For this purpose] [and] [<ist any other elements discount>>].]

ich the Company will add as

sport] [insurance] [[any customs pon importation] [or other duties]]

OR [the Distributor will bear, and it the Company or will discharge aburses them, the Company will

the following method(s): <<state ired to secure payment by the

will be expressed and paid in the [Where currency conversion is e that will apply will be <<state

istributor [within <<state how long ry] [invoice]] **OR** [with order].

equence will be that the Company

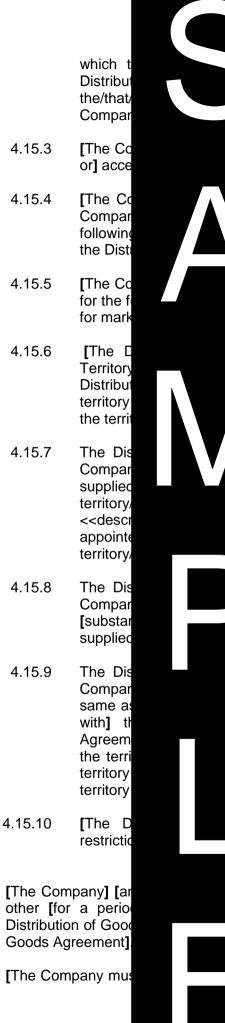
will be finished goods requiring no the Distributor [except as follows: tributor may or must do>>].

ollows. During the period of the

Distributor the exclusive right to erritory/ies:<<describe/define here to its appointed>>.

/ies:<<describe/define here the is appointed>> will be exclusive to ay not solicit or accept orders for ry/ies [and may not appoint any

v/ies:<<describe the territory for



nted>> will be exclusive to the accept orders for the goods in ne orders are unsolicited by the

t anv other distributor(s) to **I**solicit that/those Territory/ies.]

Distributor any enquiries that the or the goods for delivery to the define here the territory for which

t customers of the Distributor only cribe/define here the purpose, e.g.

ne goods [only in the following here the territory for which the in any territory/ies] OR [only in the s them to Distributor] OR [only in is located].]

ept with the prior consent of the [and] [or] [sell] any of the goods of Goods Agreement [into any following Territory/ies: the itory for which the Distributor is ibe/define here any such other

ept with the prior consent of the s [the same as] [and] [or] [or] [competing with] the goods Goods Agreement].

ept with the prior consent of the [and] [or] [sell] any goods [the y similar to] [and] [or] [competing der the Distribution of Goods rritory/ies: <<describe/define here outor is appointed>>;] OR [in the rs them to Distributor] OR [the ocated;] OR [in any territory].

describe/define here any other

- not poach any of the staff of the period>>1 after the end of the ng the period of the Distribution of
- to accept and fulfil all orders for

4.17 The Company mus

4.16

the goods.]

OR

[The Company ma case that it wishes] for doing so].]

4.18 The Distributor is [i resale] of [a] [an period/s]. [The mir goods or for each period here>>].

[The Company m days/weeks/ notic Distributor] vary the any increase in the Distribution of Go days/weeks/ notice:

- 4.19 [There will be an i signing the Distrib quantity or value>>
- 4.20 [To avoid shipmel [amount] [quantity] the amount, quantit
- 4.21 [The Distributor mu the amount, quantit
- 4.22 [Orders must be given

OR

[Orders may be gi writing within <<star

- 4.23 Orders must state t must be at least <<
- 4.24 If the Distributor wis [but the Company Company must ac amendments for C order must be sub order it amends and
- 4.25 The Distributor will will be for the Distr period>> and it will before the beginnin
- 4.26 In relation to the sta

scretion decline any order in any on] [provided that it gives reasons

rders with the Company] [achieve [or] [value] of goods [over any is <<state minimum for total of each period of <<describe/define

[on at least <<state number of tice] [by agreement with the if the Distributor does not accept such notice it may terminate the ing at least <<state number of

ng [amount] [quantity] [value] on nent: <<state here the amount,

tities, there will be a minimum nt] orders as follows: <<state here

ock levels as follows:<<state here ods>>.]

that they are then confirmed in

ed by the Distributor and that date after the date of order;

it must submit an amended order any amended order] **OR** [and the if <<state criteria to be met by to accept order>>]. An amended state length of period>> after the any amended delivery date.

of its future orders. [Each forecast its over the next <<state length of the least <<state length of the least <<state length of period>>

ill [not] be of the essence.



4.27 The address for de address of the [Cor agreed by the part [Distributor] will be

- 4.28 If the Company car [and the Distributo <<outline any other order>>].
- 4.29 The Company will incurred by the Dist
- 4.30 [The Distributor is legislation in conn Company is responded legislation: <<insert
- 4.31 The [Company] O licences and certific
- 4.32 [The Company will the Distributor: <<ii the [goods wareho number of days of following limitations]
- 4.33 The title (ownership will pass, e.g. on o goods>>.
- 4.34 The risk in the good on delivery>>.
- 4.35 The Company will putting the goods as follow will provide a warra [and] [or] [maintent is to be warranted>
- 4.36 Where the Distribumust notify the Codate of delivery to [provide a refund] v
- 4.37 The Company's liab [as follows: <<inser
- 4.38 [The Company wi claims by third part the Company's liab details of limit/cond
- 4.39 The Company is In

ddress>> which is the [[ex-works] s of the Distributor] [the port/depot ess changes, the [Company] OR cost of delivery.

n order, it will notify the Distributor to from other suppliers [and] [or] y in relation to any shortfall in the

re or delay in delivery [for loss bunt or other limit on liability>>].

compliance with all relevant local of the goods [except that the liance with the following relevant

responsible for procuring import

any] OR [the following] records of pmpany will be entitled to inspect Distributor [on at least <<state of the prior notice] [subject to the ails>>].]

to the Distributor <<state when it ny has received payment for the

utor <<state when it will pass, e.g.

tributor in respect of the quality of at is warranted>>. [The Distributor spect of [the quality of the goods] as follows: <<insert details of what

aint about defects in the goods, it thin <<state time limit>> after the pany must [replace the goods] after notification is given.

or a breach of the quality warranty s etc>>].

utor against any product liability meet any such claims directly [but will be limited as follows: <<insert

amples of all types of the goods to

the Distributor [as them>>].

- 4.40 [The Company will provide training to t when and how it is
- 4.41 [The [Company] [I [technical] support customers] [and] support and how it [met by the [Company][Distribueach or describe co
- 4.42 [The Company] [ar resale of the goods territory for which <<describe how it/t to spend any minin what portion of the

OR

[The Company] [aldecide] promote <<describe/define labut [it] [they] will be

- 4.43 [The Company wi provide promotions </describe the type
- 4.44 [Unless it has bee promotional materia the Company's preasonable discretion

OR

[No advertising or the Company's pric <describe the con

- 4.45 [Distributor's [adve covered [by Distrib partly by the Distril following maximum
- 4.46 [Company's [adversed by Distrib partly by the Distrib following maximum]
- 4.47 The Distributor Im

mples and how it must provide

[the expense of the Distributor] <<describe the training, and state

o provide [after-sales] [and] [or] her support>> to [the Distributor's ill do so as follows: <<describe all of the costs of doing so will be] OR [shared between the proportions of costs to be met by >].]

[jointly] [separately] promote the ry/ies: <<describe/define here the nted>> . [It] [They] must do so y requirement on one/both parties articular period(s) in doing so, and r>> .]

in any manner [it decides] [they s in the following Territory/ies: ch the Distributor is appointed>>,

of the [Company] [Distributor]] ibutor for the goods as follows:

pany, any item of advertising or ly be used by the Distributor with e Company may refuse in its

pvided by the Distributor requires it meets the following conditions:

costs and expenses are to be y solely [partly by Company and <<state proportions>> [up to the ate period, e.g quarter/year>>].]

costs and expenses are to be y solely] [partly by Company and <<state proportions>>] [up to the ate period, e.g quarter/year>>].]

use its own business name in

connection with its

- 4.48 [The Distributor [m names] [and] [the I [either] [in connecti the goods].]
- 4.49 [The Distributor ma
- 4.50 [Use by the Distrib Company must be belong to the Comp
- 4.51 [The Company's [patents] [designs] Distribution of Goo [Company] [Distrib expense of the [Col
- 4.52 [A [registered user] by the parties.]
- 4.53 [If the Distributor be any trade mark or [promptly] notify the infringement are be reasonable cooperates.
- 4.54 [If the Company infringement of any party, the Distribute the sole expense such claim or proce
- 4.55 The Company will property to be used the Distributor an in
- 4.56 [The Distributor m customers and reso must promptly refer Distributor's custor complaints and reso exception exception complaints and reso exception complaints and reso exception exception in the customer in the custo
- 4.57 [If the Distributor s [the Company may Distributor does no weeks>> [days] [w [<<describe any oth
- 4.58 [If the Distributor [achieve minimum Distributor's exclus <describe/define https://doi.org/10.1001/journal.com/describe/define.html.

oution of Goods Agreement.

se the Company's trademarks or ot] [must] use its own trademarks] od sale of the goods][and] [or] [on

or labelling of the goods.]

r other intellectual property of the ment in an agreed form that they

comprising certain [trademarks] he goods (to be described in the egistered in the Territory [but the <state when and how>> [at the

eement is [not] to be entered into

tual or threatened infringement of ty rights of the Company, it must proceedings in respect of such an ny, the Distributor must provide e Company1.1

actual or threatened claim of its or any other claim from a third le cooperation to the Company at ibutor] in relation to dealing with

rarranty] that any of its intellectual
gs to the Company [and it will give
If that warranty].]

laints about the goods from its is necessary.] **OR** [The Distributor nplaints about the goods from the must promptly deal with such n with the Distributor] as follows: h complaints>>.]

orm any of its material obligations tion of Goods Agreement [if the rithin <<state number of days or o given by the Company] [and/or]

ation to [place minimum orders] may by notice terminate [the ods in the following Territory/ies: ch the Distributor is appointed>>]

	[and] [or]	[terminate		ds Agreement].]
4.59	[The Corterminate			vill have the following rights to ent:
	4.59.1	[Either least <- reason terminat at least		the other party to terminate of at weeks or months>> without any notice may be given so as to ods Agreement before a period of s or months>> has expired].]
	4.59.2	[The Copaymen not make months: Distribut	A	to terminate immediately for non- butstanding [if the Distributor does y of < <state number="" of="" or<br="" weeks="">permitted for payment by the].]</state>
	4.59.3	[Either public clause of the fails to see the see the fails to see the see the fails to see		he other party upon breach of any ods Agreement if the other party n < <state days,="" number="" of="" th="" weeks<=""></state>
	4.59.4	[An im Distribut Distribut	VI	nation by [the Company] [the nsolvency of [the Company] [the
	4.59.5	[An im Distribut [the Dist		nation by [the Company] [the nange of control of [the Company]
	4.59.6	[< <inse< td=""><td></td><td>inate the Agreement>>.]</td></inse<>		inate the Agreement>>.]
4.60	On termination of the			Agreement:
	4.60.1	[The condition of the c		lisclosure obligations under the it will [not] remain effective [for a f period>>].]
	4.60.2	[The Di following the Dis Compar Distribut after the		npete with the Company [in the e/define here the territory for which] OR [in the territory where butor] OR [the territory where the od of < <state length="" of="" period="">>] f Goods Agreement.]</state>
	4.60.3	[The Di orders u		take delivery of any outstanding
	4.60.4	[The Coterminat		el any orders in the pipeline upon
	4.60.5	[The Co		the option to] repurchase stocks ination.]
	4.60.6	[The Di		promotion and advertising of the

goods.] 4.60.7 [If the [material terminat the [dist 4.60.8 [The Di invoices 4.60.9 The Dis distribut a breacl or from The Distribution of Conly with the prior Agreement will Ind consent of the Co <<state period>> Distribution of God given within <<state The Company may any of its obligation may [not] refuse co consent/refusal of d Any notices or other be by [normal post] [The [Company] [shareholder] guar [Distributor].] Ongoing Discussion and The Parties will no discussions or neg Goods Agreement. Nevertheless, but v good faith to condu as soon as reasona Either Party may, b or no reason, and discussions or ned between them, and cease.

4.61

4.62

4.63

4.64

5.1

5.2

5.3

5.4

5.

ples of goods or any advertising y] [must] dispose of them upon [Distributor] will be responsible for disposal].]

in <<state length of period>>all bn.**1**

d to any compensation for loss of bn [unless termination arises from Distribution of Goods Agreement] ceptional circumstance>>1.1

ot1 be assignable by the Company utor]. The Distribution of Goods e Distributor fonly with the prior intention to assign of [at least] Party proposing to assign the sent/refusal of consent must be

f its obligations] OR [subcontract of the Distributor, and Distributor OR [only for a good reason], and hin <<state period>>1.

d by one party on the other must orded delivery] [e-mail].

e a [parent company] [principal in favour of the [Company]

ion to continue or complete their oduce, or sign any Distribution of

on to do so, the Parties intend in Distribution of Goods Agreement

the other, at any time and for any lity to the other, terminate their Distribution of Goods agreement below, this HOT shall thereupon

htered into, it will supersede and , this HOT shall stand, subject to

If a Distribution of replace this HOT b

Clause 5.3.

6. Confidentiality and Data

- 6.1 Each Party ("the consideration of th Party any confident customers, clients, relevant to a dis ("Confidential Information Confidential Information of a crecording of it in a Discourse consideration of a crecording of it in a Discourse consideration of a crecording of it in a Discourse consideration of a crecording of it in a Discourse consideration of the cons
- 6.2 Neither Party is leg any Confidential In and negotiations re Parties anticipate Information to each
- 6.3 Neither Party shall for any inaccuracie supplies or makes a
- 6.4 If at any time either Information provide Party shall do so pr the same.
- 6.5 Each Party acknown inadequate remedy specific performance defaulting Party in to 6, without prejudice in relation to such the
- 6.6 In this Sub-Clause 6
 - 6.6.1 "Data Proted longer dired implementin amended frolegislation w
 - 6.6.2 "GDPR" me Regulation;
 - 6.6.3 "personal da Legislation.
- 6.7 If in connection wire otherwise processed other Party ("Other
 - 6.7.1 for the purp agreement of Goods Agree
 - 6.7.2 in accordanthe rights unthe rights un
 - 6.7.3 in accordan Party's Priva

es to the Other Party that in or making available to the First I concerning the business, affairs, ther Party which is or might be greement between the Parties / shall not use or disclose that er than the evaluation, discussion tement with the Other Party or the element.

make available to the Other Party connection with their discussions tribution of Goods Agreement, the or make available Confidential

ive any liability to the Other Party iny Confidential Information that it ty.

er Party to return any Confidential it to the Other Party, the Other destroy any copies it has made of

at damages alone would be an Clause 6, and that an injunction, ef, should be awarded against the ractual breach by it of this Clause medies that either Party may have the

- unless and until GDPR is no UK, GDPR and any national and secondary legislation (as the UK and subsequently 2) any
- 16/679 General Data Protection
- as defined in the Data Protection
- / ("First Party") collects, holds or en First Party undertakes to the
- cussion, negotiation, drafting, and nd entering into the Distribution of
- f Data Protection Legislation and Legislation of the Other Party and Legislation of any third party;
- Privacy Notice. A copy of each in the Schedule to this HOT][is



11

ent)

available on before the d

6.8 Any personal data connection with this a Data Sharing Agroccurs.

7. Law and Jurisdiction

- 7.1 This HOT, and th connection with a p or claims arising o actual Distribution of in accordance with,
- 7.2 [Subject to Clause between the Parties of Goods Agreeme and Wales.]
- 7.3 [Any dispute, control to this HOT or the property dealt with by means follows: <<set out resolution and/or are

ovided to the Other Party on or

rst Party with the Other Party in ily in accordance with the terms of ne Parties before any such sharing

otiations between the Parties in boods Agreement, and all disputes with this HOT or the proposed or all be governed by, and construed Wales.

ntroversy, proceedings or claim he proposed or actual Distribution isdiction of the courts of England

claim between the Parties relating ution of Goods Agreement is to be resolution] [and/or] [arbitration] as g details of alternative dispute



12

ent)

Description

e Clause 4.2]

Attach a copy of each Pal

referenced in Clause 6.7.3

EITHER

[SIGNED on the above date for an By << Name and Title of person sign ame of Company>>:

Authorised Signature]

OR

[SIGNED on the above date by <<

Signature]

>>

AND

EITHER

[SIGNED on the above date for ar By <<Name and Title of person sig

Authorised Signature]

OR

[SIGNED on the above date by <<

Signature]

ame of Distributor>>:

>>