

AGENCY AGREEMENT

THIS AGREEMENT is made on the
year]

BETWEEN

[Insert the name and address of the
Principal")

AND

[Insert the name and address of the

WHEREBY IT IS AGREED as follows

1. Interpretation

1.1 Unless the context otherwise requires, this Agreement shall include all other genders and words in the singular and plural and vice versa.

1.2 Reference to any statutory provisions, which amend

2. Terms of Agency

2.1 The Principal hereby appoints
/ non-exclusive] Agent for the purpose of
canvassing for sales of the Principal's business (the "Business")
carrying on business in the Territory (the "Territory") (as defined in the
Agreement).

2.2 This Agreement shall remain in force for the period specified in
the agreement, e.g. 12 Months] from the date of its execution
thereafter unless or until terminated by either party by giving
notice in writing, such notice to expire on the date specified in the
Agreement or any time thereafter.

2.3 The Principal shall pay commission to the Agent in accordance with
3 of this Agreement.

2.4 The Principal reserves the right to refuse the Agent's order on any grounds but if the Agent so requests, the Principal shall provide with reasons for such refusal.

2.5 Nothing in this Agreement or in any order shall be construed as an offer of the Principal.

2.6 This Agreement or any rights, obligations or duties hereunder shall not be assigned or transferred by either party without the written consent of the other party.

3. Commission

3.1 During the period of this Agreement, the Principal shall pay to the Agent in accordance with the relevant percentage set out in the Commission Schedule to this Agreement such percentage of the net invoice price of all products sold to the customer on orders received from the Agent after deduction of any kind which may be made, to be paid by either party in respect of such orders.

3.2 Commission will be paid in respect of orders received at the end of *[Specify period, e.g. monthly]* and only if the Principal accepts that order and the order is not cancelled by the customer or the Principal. A commission shall not be payable if such cancellation is due to the negligence of the Principal.

3.3 The Principal will provide to the Agent a *[quarterly]* statement of commission payable to the Agent within the month following the preceding period.

3.4 Should the Principal deal directly with a customer generated by the Agent, the Principal shall pay to the Agent a commission of *[Specify commission percentage]* in addition to the normal commission on the transaction.

3.5 Following termination of this Agreement, if clause 6 the Agent shall be entitled to a commission on the Agent or the Principal prior to the termination arising from the Agent's efforts prior to the termination concluded within a period of *[Specify period]* following termination.

3.6 Unless otherwise agreed the Agent shall not be authorised to use any information obtained by the Principal of any out of pocket expenses incurred in connection with his duties and responsibilities.

3.7 The Agent or his authorised representative shall give reasonable prior notice to the Principal of any such records and the amount of commission due to the Principal based on the information obtained strictly confidentially.

4. Duties and Responsibilities of the Agent

4.1 Whilst acting as the Agent for the Principal, the Agent shall not act as an agent for or otherwise directly or indirectly sell or promote products which are similar to or compete with the Principal's products, unless the Principal has agreed in writing.

4.2 The Agent shall at all times act in the best interests of the Principal and follow and observe all reasonable instructions and directions regarding the products and any activities related to the products in the best endeavours to increase the sales of the products.

4.3 The Agent shall be responsible for the delivery of the products on his own transport and shall, if so required, provide at his own expense such other facilities as may be necessary to fulfil his obligations under this Agreement.

4.4 The Agent shall communicate and disseminate information useful for the business of the Principal, including information on reliability, sales prospects and other matters, and shall prevent any unauthorised use by third parties of the Principal's confidential information or other intellectual property rights.

4.5 The Agent shall pass on all orders for the Principal's products to the Principal.

4.6 The Agent shall not during the term of this Agreement or after its termination disclose or permit to be disclosed to any third party without the prior consent of the Principal and shall not use or disclose in the Agreement any confidential information or other intellectual property rights concerning the Principal's business which have come or may come to his knowledge.

5.4 The Principal shall pay commission as set forth in Section 3 of this Agreement. Save for the above, the Principal shall be under no obligation to reimburse the Agent for the costs of performance of the Agent's duties.

5.5 Should the Principal instruct the Agent to pursue any dispute, proceedings or claim in connection with the business or affairs the Principal will be responsible for the expenses or liabilities incurred by the Agent in connection with that such costs, expenses or liabilities shall not be payable in the event of negligence or default.

5.6 The Principal may at its absolute discretion promote the marketing or publicity of its products or services or enter into any negotiations with third parties without the Agent's prior knowledge or consent.

5.7 The Principal shall not be obligated to accept or pay for any samples submitted by the Agent and shall accept or pay for the same at its discretion and on such terms and conditions as it may determine. The Principal shall at the end of each month pay to the Agent the products procured by the Agent within 15 days of the end of the month and where requested by the Agent, the Principal shall provide a refusal.

5.8 In circumstances where the Principal is required to deliver to the Agent's customers direct to the Agent, the Principal shall upon the dispatch of the product send a copy of the invoice by way of notification of delivery of such product.

6. Termination

6.1 This Agreement may be terminated in any of the following circumstances arising:

6.1.1 Either party commits a serious or persistent breach of this Agreement or fails to perform its obligations and such breach remains unremedied for a period of 30 days after notice has been given by the non-defaulting party.

6.1.2 Where the conduct of the Agent is such as to have a material effect upon the Principal's business.

6.1.3 Either party is unable to pay its debts the amounts or aggregate of which exceed the assets available to pay them.

bankruptcy level within the meaning of the Bankruptcy Act, or a compromise for the benefit of the estate of the debtor, or subject to an administration order, or the liquidation of any of its property or assets appointed in connection with its business.

6.1.4 Where the Agent commits a breach of this Agreement, the Principal may terminate this Agreement.

6.2 Such termination will take place without prejudice to the other party and without prejudice to any claim for damages against the other for any breach of this Agreement or termination or which gave rise to the termination.

7. Compensation & Indemnity

7.1 Under The Commercial Agents (Council Directive) Regulations 1993, the Agent shall be entitled to an indemnity under this Agreement, but continues to derive benefit from business from existing customers or clients generated by the Agent and where the Agent is entitled to an indemnity under this Agreement.

7.2 Any indemnity payment shall be calculated as the average commission payments for the Agent based upon the average commission payments for the preceding five years. Where this Agreement is terminated, the average will be taken over the period of five years.

7.3 The payment of an indemnity shall not constitute damages for the loss of this Agreement or for any expenses incurred by him in the performance of the advice of the Principal.

7.4 Entitlement to compensation and indemnity under this Agreement is terminated by the termination of this Agreement.

7.5 The Agent must inform the Principal of the termination and/or an indemnity within 12 months of the termination. If the Agent fails to do so he will lose his entitlement to an indemnity.

8. Force Majeure

Neither party shall be liable for delay or failure to perform its obligations under this Agreement if the delay or failure is caused by circumstances beyond its reasonable control, including but not limited to:

disorder or industrial disputes. If s
of at least [*Specify period, e.g. 30*
majeure shall be entitled to termin
other.

9. Notices

9.1 Any notice given by any of the
by personal delivery, pre-paid recd
facsimile transmissions to the rece
Agreement or such subsequent ad
each other.

9.2 Any such notice shall be deem

9.2.1 In the case of service by pre
hours after posting.

9.2.2 In the case of service by tel
working day.

10. General

10.1 IT IS HEREBY DECLARED tha
and clauses of this Agreement sha
each other. Should any part of thi
paragraphs or clauses be found inv
paragraphs, sub paragraphs and c

10.2 The Schedules to this Agree

10.3 Failure by either party to enf
Agreement is not to be taken as o
unless the waiving party acknowle

10.4 No addition to or modification
binding on the parties unless made
this Agreement or their duly autho

10.5 This Agreement sets out the
parties and is in substitution of an
between the parties.

10.6 Reference to any Statutory P
Statutory Provisions, which amend

11. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

IN WITNESS of which the parties have hereunto set their hands and year first above written.

[Insert Principal Name]

[Insert name of person signing on behalf of the Principal]

[Insert their position]

Signature: _____

[Insert Agent Name]

[Insert name of person signing on behalf of the Agent]

[Insert their position]

Signature: _____

Schedule

Products

The Agent will market, promote and sell the following products:

[Insert full product list and description]

Territory

The geographical area of the customer base is:

[Insert territory, e.g. UK, Europe, etc.]

Commission

The Agent will be entitled to the following commission of each product sold:

[Insert commission percentage] %

EXAMPLE AGREEMENT

AGENCY AGREEMENT

THIS AGREEMENT is made on the

BETWEEN

Acme Digital Partners, 45 Dove

AND

**Precision Delta Spindles, 89 Flo
Agent")**

WHEREBY IT IS AGREED as follows

1. Interpretation

1.1 Unless the context otherwise a
include all other genders and word
plural and vice versa.

1.2 Reference to any statutory pro
statutory provisions, which amend

2. Terms of Agency

2.1 The Principal hereby appoints
purpose of marketing, promotion a
products to customers resident or
out in the Schedule to this Agree

2.2 This Agreement shall remain in
the date of signature by the partie
by either party giving the other no
such notice to expire at the end of
thereafter.

2.3 The Principal shall pay commis
3 of this Agreement.

2.4 The Principal reserves the right to refuse to accept any goods on any grounds but if the Agent so requests the Principal shall provide with reasons for such refusal.

2.5 Nothing in this Agreement or in any order shall be construed to the detriment of the Principal.

2.6 This Agreement or any rights, obligations or duties hereunder shall not be assigned or transferred by either party without the written consent of the other party.

3. Commission

3.1 During the period of this Agreement the Principal shall pay to the Agent in accordance with the relevant percentage set out in the Commission Schedule to this Agreement such percentage of the net invoice price of all products sold to customers on orders received from the Agent after deduction of any kind which may be made to be paid by either party in respect of such orders.

3.2 Commission will be paid in respect of orders received at the end of **6 Months** following the date of the order and which is not subsequently cancelled by the Principal. Any such cancellations will not constitute a cancellation has occurred because of the order.

3.3 The Principal will provide to the Agent the commission due to him and no later than the end of the preceding period.

3.4 Should the Principal deal directly with a customer generated by the Agent the Principal shall pay a commission of **15%** in place of the commission payable in accordance with this clause.

3.5 Following termination of this Agreement in accordance with clause 6 the Agent shall be entitled to receive the commission due to the Agent or the Principal prior to termination arising from the Agent's efforts prior to termination concluded within a period of **4 Months** following termination.

3.6 Unless otherwise agreed the Agent shall not be entitled by the Principal of any out of pocket expenses incurred in connection with his duties and responsibilities.

3.7 The Agent or his authorised representative shall give reasonable prior notice to the Principal of any termination of the Agreement and all other such records and shall pay the full amount of commission due to the Principal on the basis of the information obtained strictly confidentially.

4. Duties and Responsibilities of the Agent

4.1 Whilst acting as the Agent for the Principal, the Agent shall not act as an agent for or otherwise directly or indirectly for any other person in connection with products which are similar to or competitive with the Principal's products, unless the Principal has agreed in writing.

4.2 The Agent shall at all times act in the best interests of the Principal and follow and observe all reasonable instructions and directions regarding the products and any activities connected therewith and shall use his best endeavours to increase the sales of the Principal's products.

4.3 The Agent shall be responsible for the costs of his own transport and shall, if so required by the Principal, provide at his own expense such other facilities as may be necessary for the marketing and other facilities necessary to fulfil his obligations under this Agreement.

4.4 The Agent shall communicate and disseminate information useful for the business of the Principal, including information on reliability, sales prospects and other matters, and shall prevent any unauthorised use by third parties of the Principal's confidential information or other intellectual property rights.

4.5 The Agent shall pass on all orders for the Principal's products to the Principal and shall ensure that the Principal is kept informed of the progress of such orders.

4.6 The Agent shall not during the term of the Agreement or after its termination disclose or permit to be disclosed to any third party without the prior consent of the Principal and shall not use after the termination of the Agreement any confidential information or other intellectual property rights concerning the Principal's business which have come or may come to his knowledge.

4.6.1 Confidential information or other intellectual property rights shall necessarily be limited to: technical information, production or marketing information, marketing or promotional information, customer information, financial, production or marketing information, and other confidential information or other intellectual property rights.

4.6.2 The Agent shall not use or purport to use the Principal's patents, trademarks, trade names or other intellectual property rights without the Principal's express written consent.

4.7 Save as expressly authorised in writing by the Principal, the Agent shall not incur any liabilities on behalf of the Principal, nor shall the Agent give any warranties on behalf of the Principal, nor shall the Agent communicate any terms, conditions or other information (in any documents) or enter into any contract, nor shall the Agent or pledge the credit of the Principal.

4.8 The Agent shall immediately inform the Principal of any proceedings or claim relating to the Principal's business. The Agent shall follow any instructions given by the Principal and shall not institute, defend, settle or attend to any proceedings without the Principal's express authority.

4.9 The Agent shall not expressly or impliedly represent himself as a customer relating to the Principal's business, nor shall the Agent act in any capacity for or on behalf of or in relation to the Principal other than as a canvassing agent.

5. Duties and Responsibilities of the Agent

5.1 The Principal shall provide the Agent with all necessary publications, samples, order books and other materials for the Agent to perform his obligations under this Agreement, provided that such materials shall remain the property of the Principal and shall be returned to the Principal on request.

5.2 The Principal shall notify the Agent of any changes in the Territory. The Agent obtains any information to suggest that the Territory will or is likely to be sold, the Agent shall normally expect.

5.3 The Principal shall at all times provide the Agent with all necessary information and discharging its obligations, responsibilities and duties under this Agreement.

5.4 The Principal shall pay commission to the Agent in accordance with Clause 3 of this Agreement. Save for the commission payable to the Agent, the Agent under no obligation to reimburse the Principal for any expenses incurred in the performance of the Agent's duties.

5.5 Should the Principal instruct the Agent to defend in any dispute, proceedings or claim in connection with the business or affairs of the Principal which are not caused by the negligence or default of the Agent, the Principal will pay the expenses or liabilities incurred by the Agent in connection with that such costs, expenses or liabilities are not caused by the negligence or default of the Agent.

5.6 The Principal may at its absolute discretion promote the marketing or publicity of its products or services or enter into any negotiations with third parties without the Agent's prior knowledge or consent.

5.7 The Principal shall not be obliged to accept or pay for any samples submitted by the Agent and shall accept or pay for such samples at its discretion and on such terms and conditions as it may determine. The Principal shall at the end of each month pay to the Agent the products procured by the Agent within the month and where requested by the Agent, the Agent shall provide a refusal.

5.8 In circumstances where the Principal is required to deliver to the Agent's customers direct to the Agent, the Principal shall upon the dispatch of the product send a copy of the invoice by way of notification of delivery of such product to the Agent.

6. Termination

6.1 This Agreement may be terminated in any of the following circumstances arising:

6.1.1 Either party commits a serious or persistent breach of this Agreement or fails to perform its obligations, default or neglect of duty and such breach remains unremedied within a reasonable time as has been given by the non-defaulting party.

6.1.2 Where the conduct of the Agent is such as to have a material effect upon the Principal's business.

6.1.3 Either party is unable to pay its debts the amounts or aggregated amounts of which exceed the bankruptcy level within the meaning of the law of the jurisdiction in which a compromise for the benefit of creditors is made or subject to an administration order or any of its property or assets appointed as a trustee or receiver of its business.

6.1.4 Where the Agent commits a

6.2 Such termination will take place to the benefit of the other party and without prejudice to the rights of either party against the other for any breach of contract or termination or which gave rise to the termination.

7. Compensation & Indemnity

7.1 Under The Commercial Agents (Council Directive) Regulations 1993, the Agent shall be entitled to an indemnity in respect of the Agreement, but continues to derive benefit from business from existing customers or generated by the Agent and where

7.2 Any indemnity payment shall be calculated as the average commission payments for the period of the Agreement based upon the average commission payments for the preceding five years. Where this Agreement is terminated, the average will be taken over the

7.3 The payment of an indemnity shall be in addition to any damages for the loss of this Agreement and expenses incurred by him in the performance of the Agreement in the advice of the Principal.

7.4 Entitlement to compensation and indemnity under this Agreement is terminated by the termination of the Agreement.

7.5 The Agent must inform the Principal of the termination and/or an indemnity within 12 months of the termination. If the Agent fails to do so he will lose his entitlement to indemnity.

8. Force Majeure

Neither parties shall be liable for delay or non-performance under this Agreement if the delay or non-performance is beyond its reasonable control, including but not limited to civil disorder or industrial disputes. If the delay or non-performance period of at least **90 days** the parties shall be entitled to terminate this Agreement.

9. Notices

9.1 Any notice given by any of the parties shall be given by personal delivery, pre-paid recorded delivery, or facsimile transmissions to the recipient's address in the Agreement or such subsequent address as may be notified to each other.

9.2 Any such notice shall be deemed to have been given at the time of posting.

9.2.1 In the case of service by pre-paid recorded delivery, hours after posting.

9.2.2 In the case of service by telefax, on the next working day.

10. General

10.1 IT IS HEREBY DECLARED that the terms and clauses of this Agreement shall prevail over any other agreement between the parties. Should any part of this Agreement, paragraphs or clauses be found invalid, the remaining paragraphs, sub paragraphs and clauses shall remain valid.

10.2 The Schedules to this Agreement shall form part of this Agreement.

10.3 Failure by either party to enforce any provision of this Agreement is not to be taken as an acceptance of that provision unless the waiving party acknowledges it in writing.

10.4 No addition to or modification of this Agreement shall be binding on the parties unless made in writing and signed by the parties or their duly authorized representatives.

10.5 This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the parties.

10.6 Reference to any Statutory Provisions shall include any Statutory Provisions, which amend or replace the same.

11. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which the parties have hereunto set their hands and year first above written.

Acme Digital Partners
John Brown
Director

Signature: _____

Precision Delta Spindles
Peter Smith
Business Development Manager

Signature: _____

Schedule

Products

The Agent will market, promote and sell the following products:

Acme Vortex Titanium Spindles

Territory

The geographical area of the customer base shall be:
UK and mainland Europe.

Commission

The Agent will be entitled to the following commission of each product sold: **24%**