

## CONTENT SUPPLY AND ADVERTISING SHARING AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_  
*year]*

BETWEEN:

*[Insert the name and address of the  
Content Provider"]*

AND

*[Insert the name and address of the  
("the Content User")*

### 1. Interpretations

**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 amends

### 2. Outline of Agreement

**2.1** The Content Provider provides *[Insert  
Provider's business]*.

**2.2** The Content User provides: *[Insert  
User's business]*.

**2.3** The parties agree that the Content User's *[Insert  
Content User's web address]* will host "Content", as provided by the Content Provider.

*[Insert a complete description of the Content]*

**2.4** The Content User may host and distribute the Content in the course of this Agreement, such Content shall be

**2.5** The Content User further agrees to use only the Products and Services available on the Provider's web site from time to time and listed below:

*[Insert a complete description of the Products and Services promoted]*

**2.6** The parties further agree that the Content User shall use only such other Products and Services as are available on the Provider's web site from time to time and listed below to the parties.

**2.7** The Content User acknowledges and agrees to the representations concerning the value of the Content User's use of such Products and Services where the Content User's use of such Products and Services will be paid for by the Provider.

### **3. Contract Period**

This Agreement shall remain in force for a period of *[Insert term, e.g. Twelve months]* from the date of execution of this Agreement ("Term") and shall continue thereafter until terminated by giving not less than *[Insert notice period]* notice in writing, such notice not to be effective until the expiration of the notice period. Notwithstanding this the parties further agree that this Agreement may be terminated before the expiry of the Term of this Agreement.

### **4. Content Specification**

**4.1** Where the Content is displayed on the Provider's web site, it shall be subject to the following restrictions:

**4.1.1** The Content shall not be displayed if it is obscene, defamatory or libellous, or otherwise illegal or in violation of applicable law.

**4.1.2** The Content shall not be displayed if it is displayed with any other content which the Content User ought to know infringes the intellectual property rights of a third party.

**4.1.3** The Content shall not be displayed if it is displayed with any other content which, in the reasonable opinion of the Content User, is likely to be defamatory or libellous.

Provider unless the Content User provides prior notification and receives the prior approval to display their Content with that of the Content Provider.

**4.2** The Content User shall further ensure that the Content is displayed in a clear legible font style and size and on a white background that does not obscure the Content or make it difficult to read.

**4.3** Furthermore the Content User shall ensure that the Content is displayed correctly and has a uniform appearance across all browsers in which it is viewed and rendered, and the device in which it is displayed.

**4.4** The parties shall agree a time schedule for the maintenance of the Content on the Content Provider's website and shall include the full contact details of the Content Provider for the purpose of content or web site maintenance.

**4.5** The Content Provider reserves the right to remove Content to be displayed on the Content Provider's website on written notice should the conditions of this Agreement not be met.

## **5. Co-Branding and Linking**

**5.1** The Content User acknowledges that the Content Provider is providing identifying any hosted Content or Content Provider's website available on the Content Provider's website and that all links shall be clearly visible, whether by means of a graphic or text.

**5.2** All graphics displaying the Content Provider's logo shall include active links back to the Content Provider's website.

**5.3** Any graphic link should only use the Content Provider's logo and in the format supplied by the Content Provider.

**5.4** Any Content Provider graphics shall not be displayed in a manner that distorts the logo or makes it difficult to view or identify the identity of the logo or could cause confusion. The Content User is free to use a suitable software application to create graphics so long the image quality is not reduced.

**5.5** Any graphic shall also be coded using Hypertext Markup Language producing the same result in the form of "[Insert Content] *address]*" or such other text alternative as may be agreed between the parties.

**5.6** Any text link shall be displayed on the Content User's web site on a computer screen in a font size no smaller than any other text on the site as displayed on the Content User's web site. The text link shall consist of "[Insert Content] *address]*" or such other text alternative as may be agreed between the parties. The text link as may be agreed between the parties shall be transferred to the Content User's web site completely or within a framed environment.

**5.7** Wherever possible all links shall be displayed on the page on which they are displayed.

**5.8** The parties shall ensure that a link is displayed correctly and transfer the user to the intended destination. In the event that any link fails the parties shall take steps to correct the problem within a reasonable time and the other party of the correction.

**5.9** In recognition that the actions of the parties shall be upon the value and goodwill of either party, the parties shall follow without the express prior written consent of the other party affected:

**5.9.1** Use the web site address of the other party's name in keywords on the page or repeated multiple times in the page.

**5.9.2** Register the web site address of the other party or similarly spelt web site address in any search engine or directory; or

**5.9.3** Register any domain name similar to the other party's domain name deliberately mis-spelt.

**6. Loss or Deterioration Of Serv**

In the event of system failure, loss  
defaulting party shall take all reaso  
The non-defaulting party shall not  
however the defaulting party shall  
the non-defaulting party the cause

**7. Products and Services - Com**

The Content Provider shall pay com  
*percentage]* % ("Commission Payr  
Services purchased through the Co  
customer comes from the Content  
("Qualifying Transaction"). Such p  
value of the Product or Service sol  
deductions and credit card clearing

**8. Products and Services - Sale**

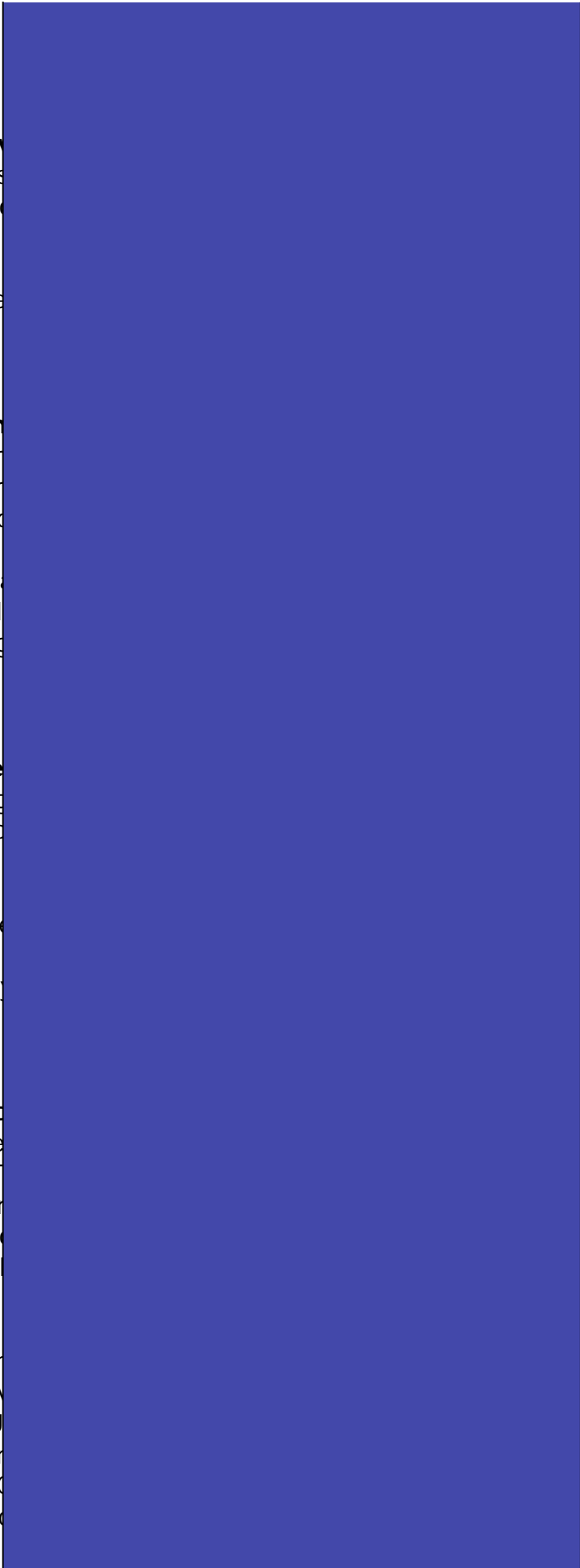
Within the period of seven working  
the Content Provider shall email to  
Report") containing:

- (a) All Qualifying Transactions ente
- (b) The amount of Commission Pay

**9. Products and Services - Invo**

**9.1** The Content User shall invoice  
Payments owed on all Qualifying T  
the Content Provider receives payr  
Content Provider shall pay the am  
Value Added Tax or other sales-re  
the date of each such invoice.

**9.2** In the event that any Qualifyir  
Content Provider, the Content Pro  
Payment payable to the Content U  
chargeback is made or from the ar  
Content Provider shall inform the C  
reason for it prior to the chargebac



**10. Products and Services - Tra**

The Content Provider and the Content User shall maintain an accurate and reliable system to track all transactions on the Content User's web site who subscribe to the Content User through the Content Provider's web site. The Content Provider shall seek to charge the other party such a tracking system.

**11. Products and Services - Ve**

The Content Provider shall maintain a record of all transactions under the Agreement and for a period of 2 years shall maintain records of all Qualifying Transactions, and all transactions shall be conducted at the expense of the Content Provider and records of the Content Provider shall be maintained. The Content Provider shall pay Commission Payments to the Content User within 30 days' prior written notice to the Content User. Commission Payments shall not be made more frequently than

**12. Products and Services - Sec**

If the number of chargebacks from the Content User exceeds a reasonable level as against the actual number of transactions originating through the Content User, the Content Provider shall discuss methods to reduce such chargebacks, which may be caused by problems, customer error or by fraud.

**13. Banner Advertisements or S**

**13.1** The parties agree that if the Content User displays banner advertisements that the Content User can display on its web site, the Content User shall seek sponsorship for such web site. The Content User agrees to pay to the Content Provider a *percentage* % of all banner advertisements ("Advertising Commission"), net of any applicable sales tax or sales commission which may be applicable. The Content User further agrees to the

**13.1.1** To employ a reputable agency to manage the Content User's advertising or sponsorship invento

**13.1.2** The fees charged by such

**13.1.3** That the Content User shall not accept sponsorship or permit the Third Party

**13.1.4** Any organisation that produces Content that is offensive, obscene, defamatory

**13.1.5** If in doubt the Content User shall obtain written permission from the Content Provider

**13.1.6** The Content Provider reserves the right to remove Content and Links to be displayed on the Site without 30 days written notice should the content

**14. Banner Advertisements or Sponsorship**  
Within the period of seven working days after the end of the month, the Content User shall email to the Content Provider a report containing:

(a) The number of page-views attributable to the Content User's web site; and

(b) The amount of Advertising Commission payable by the Content User to the Content Provider

Such Monthly Report shall also state the name of the Third Party Agent employed by the Content User for the sponsorship inventory.

**15. Banner Advertisements or Sponsorship**  
The Content Provider will invoice the Content User for the Commission owed within the period of 30 days after the date of payment from the Third Party Agent for the Commission thus invoiced, including any applicable GST and other tax, within the period of 30 days after the date of payment

**16. Banner Advertisements or Sponsorship**  
The Content User will use an effective date for the Commission figures for the Content hosted on the Site

impressions for banner advertisements and resulting click-through ratios.

### **17. Banner Advertisements or Similar**

The Content User shall maintain all Advertising Revenue, and allow the Content User to conduct at the expensive of the Content User books and records of the Content User payment of Advertising Revenue, 30 days' prior written notice to the Content User be made more frequently than once

### **18. Termination**

**18.1** Either party may terminate this Agreement if that:

**18.1.1** Either party commits a serious breach of this Agreement including its duties, responsibilities and obligations

**18.1.2** Such breach remains unremedied after notice given by the other party specified

**18.2** Furthermore this Agreement shall be terminated if:

**(a)** Either party is unable to pay or defaults on their debts the amount or aggregate of such debts at bankruptcy level within the meaning of

**(b)** Being a company becomes subject to liquidation, (other than for the purpose of

**(c)** Has a receiver appointed to administer its affairs

**(d)** Ceases or threatens to cease to carry on its business

**(e)** Makes any voluntary agreement for the benefit of its creditors, or

**(f)** There is a change of control (a change in the right to direct the affairs of the company or the membership of the board, or other

(g) Fails to make payment in accordance with clause 18.

**18.3** Any termination of this Agreement shall not affect the rights accrued in favour of either party prior to the date of (or giving rise to) termination of this Agreement which are by their nature not subject to termination (including, without limitation, clause 18).

**18.4** Neither party shall be liable for any delay in performance (except with respect to payment obligations) if such delay is beyond either party's reasonable control and cannot be overcome by the exercise of reasonable endeavours.

## **19. Notice**

**19.1** Any notice given by either party shall be deemed to have been served on the other party and addressed to the party's registered office, by personal delivery, pre-paid recorded delivery or by electronic transmissions to the receiving party.

*[Insert contact details of the person who will receive any notice]*

The Content Provider

Name:

Position:

Email:

Tel:

Fax:

Address:

*[Insert contact details of the person who will receive any notice]*

The Content User

Name:

Position:

Email:

Tel:

Fax:

Address:

or such subsequent addresses as r

**19.2** Any such notice shall be de

**19.2.1** In the case of service by p  
48 hours after posting.

**19.2.2** In the case of service by e  
next working day.

## **20. Confidentiality**

Both parties shall keep confidential and not disclose them save to such em relevant information for the purpose parties agree that all information r it is reasonable to judge such infor disclosed for a period of 2 years af where such disclosure is required I jurisdiction of England. The parties as a "Trade Secret" and reasonably not be disclosed at any time during except where such disclosure is re jurisdiction of England. Confidential of, but not necessarily be limited t operational, marketing or promotio

## **21. Press and Publicity**

Both parties shall announce the ex joint press release as agreed betw Either party may also produce sub statements of their own referring t notify the other party in advance.

## **22. Data Protection**

Both parties shall be registered un relevant to them, (1984 or 1998 A registered. Both parties further co lists and / or contact details withou

Either party may treat a breach of this Agreement in accordance with clause 19.

### **23. Intellectual Property Rights**

**23.1** Each party grants to the other party an exclusive, revocable, royalty-free license to use the logos, trade marks, trade names and device marks of the other party, subject to the restrictions in clauses 4, and 5 above. No Intellectual Property issued by either party in a form which is to be used, withheld or delayed.

**23.2** Both parties warrant that the other party to use the logos, trademarks and device marks required to fulfil the terms of this Agreement.

**23.3** Neither party shall make any use of the logos or Services during or after the expiry of this Agreement.

**23.4** Neither party shall make any use of the logos or Services, register or cause to be registered or use in a way which is an imitation of a trademark during or after the expiry of this Agreement.

**23.5** Neither party shall register or cause to be registered or use in a way which is materially similar to that of the other party during or after the expiry of this Agreement.

**23.6** On the expiry of this Agreement all rights in the Intellectual Property shall expire and the parties agree to return the Intellectual Property of the other.

### **24. Limitation of Liability**

**24.1** Nothing in this Agreement shall limit or exclude liability for personal injury resulting from the negligence of the parties, agents or employees.

**24.2** Neither party shall be liable to the other for any loss of profit, contract, tort, or otherwise (including consequential loss) arising from representations (other than fraudulent representations) or otherwise for any loss of business, or for any indirect or consequential loss or damage.

**24.3** the Content Provider agrees to indemnify the other party for all claims, damages, losses, costs and expenses incurred by the other party in connection with the use of the Content Provider's Services.

sustain or incur in relation to any Content Provider provides, such in for any breach of applicable law or intellectual property rights.

**24.4** the Content User agrees to in claims, damages, losses, costs and sustain or incur in relation to any Content User provides, such indemn any breach of applicable law or reg intellectual property rights.

## **25. Assignment**

Neither party may assign or otherv duties and obligations hereunder v other party.

## **26. Force Majeure**

Neither party shall be liable for del this Agreement if the delay or failu its reasonable control, including bu disorder or industrial dispute. If su at least 30 days, the party not sub terminate this Agreement by writte

## **27. Joint Venture or Partnershi**

Nothing in this Agreement shall be venture or an agency relationship have the authority or power to bin of or create a liability against the c

## **28. General**

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

**28.2** It is hereby declared that the clauses of this Agreement shall be other. Should any part of this Agre

clauses be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

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

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

## **29. Jurisdiction**

This Agreement shall be interpreted and governed by the law of England with English law and shall be subject to the jurisdiction of the English Courts.

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

*[Insert Content Provider's Name]*  
*[Insert name of person signing on behalf of Content Provider]*  
*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Content User's Name]*  
*[Insert name of person signing on behalf of Content User]*  
*[Insert their position]*

Signature: \_\_\_\_\_

## EXAMPLE AGREEMENT

### CONTENT SUPPLY AND ADVERTISING SHARING AGREEMENT

THIS AGREEMENT is made on the

BETWEEN:

**Acme Digital Partners, 45 Dove**  
Provider")

AND

**Precision Delta Spindles, 89 Flo**  
Content User")

#### **1. Interpretations**

**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 amends

#### **2. Outline of Agreement**

**2.1** The Content Provider provides  
**resources for defined manufact**

**2.2** The Content User provides: **Hi**  
**manufacturers worldwide.**

**2.3** The parties agree that the Cor  
**precdeltasp.com** will host and pr  
provided by the Content Provider:

**News and associated product r**  
**including comparable tables fo**

**2.4** The Content User may host and display Content in the course of this Agreement, such Content shall be subject to the following restrictions:

**2.5** The Content User further agrees to display Content on Products and Services available on the Provider's web site from time to time.

**In-depth paid-for data relating to Content shall be displayed under certified test conditions.**

**2.6** The parties further agree that Content shall be displayed on such other Products and Services available on the Provider's web site from time to time as the parties may agree.

**2.7** The Content User acknowledges and warrants its representations concerning the volume and nature of Content on such Products and Services where Content shall be displayed on Products and Services will be paid for by the Content User.

### **3. Contract Period**

This Agreement shall remain in force and effect from the date of the Agreement above ("Initial Term") unless or until terminated by either party in writing, such notice not to exceed 90 days. Notwithstanding this the parties further agree that this Agreement shall be terminated before the expiry of the Initial Term of this Agreement.

### **4. Content Specification**

**4.1** Where the Content is displayed on the Provider's web site shall be subject to the following restrictions:

**4.1.1** The Content shall not be displayed on the Provider's web site if it is obscene, defamatory or libellous, or otherwise illegal or in violation of applicable law.

**4.1.2** Displayed with any other content on the Provider's web site which ought to know infringes the intellectual property rights of a third party.

**4.1.3** Displayed with any other content on the Provider's web site in the reasonable opinion of the Content User that such Content is not in the Provider's best interests unless the Content User provides the Provider with prior written notification and receives the prior written consent of the Provider to display their Content with that of the Provider.

**4.2** The Content User shall further ensure the Content is displayed in a clear legible font style and size and on a white background that does not obscure the Content and is not difficult to read.

**4.3** Furthermore the Content User shall ensure the Content is displayed correctly and has a uniform appearance across all web browsers in which it is viewed and rendered and the browser in which it is displayed.

**4.4** The parties shall agree a time for the periodic maintenance of the Content on the Content Provider's web site include the full contact details of the Content Provider of content or web site maintenance.

**4.5** The Content Provider reserves the right to remove the Content to be displayed on the Content Provider's web site without written notice should the conditions of this agreement be breached.

## **5. Co-Branding and Linking**

**5.1** The Content User acknowledges that the Content Provider is providing identifying any hosted Content or Content Provider's Content available on the Content Provider's web site and that all links shall be clearly visible whether by means of a graphic or text.

**5.2** All graphics displaying the Content Provider's Content shall include active links back to the Content Provider's web site.

**5.3** Any graphic link should only use the Content Provider's logo and in the format supplied by the Content Provider.

**5.4** Any Content Provider graphics displaying the Content Provider's Content shall not display dimensions to any other graphics displayed on the same web page and shall not be displayed in a manner that distorts the Content Provider's logo as to render it difficult to view or in a manner that obscures the identity of the logo or could cause confusion. The Content User is free to use a suitable software application to resize graphics so long the image quality is not significantly reduced.

**5.5** Any graphic shall also be coded in a manner that is compatible using Hypertext Markup Language (HTML).

producing the same result in the form of an image or other text alternative as may be appropriate.

**5.6** Any text link shall be displayed on the Content User's web site on a computer screen in a font size no smaller than any other text on the site as displayed on the Content User's computer screen. The link shall consist of "**www.acmed.com**". The parties shall be agreed between the parties that the Content User shall be transferred to the Content Provider's web site in a framed environment within the Content User's web site.

**5.7** Wherever possible all links shall be placed on the page on which they are displayed.

**5.8** The parties shall ensure that all links are displayed correctly and transfer the user to the intended destination. In the event that any link fails the parties shall take steps to correct the problem within a reasonable time of the other party of the correction.

**5.9** In recognition that the actions of the Content Provider upon the value and goodwill of either party shall be affected following without the express prior written consent of the affected:

**5.9.1** Use the web site address of the other party's name in keywords on the Content Provider's page or repeated multiple times in the Content Provider's page.

**5.9.2** Register the web site address of the other party or similarly spelt web site address in any search engine or directory; or

**5.9.3** Register any domain name similar to the other party's name deliberately mis-spelt.

## **6. Loss or Deterioration Of Service**

In the event of system failure, loss of service or other defaulting party shall take all reasonable steps to restore service. The non-defaulting party shall not be liable for any loss or damage, however the defaulting party shall be liable to the non-defaulting party the cause of which was the defaulting party's

## **7. Products and Services - Com**

The Content Provider shall pay com upon all agreed Products and Serv Provider's web site where the cust site during a single user session (" percentages shall be based upon t of VAT and associated sale charge payments.

## **8. Products and Services - Sale**

Within the period of seven working the Content Provider shall email to Report") containing:

- (a) All Qualifying Transactions ente
- (b) The amount of Commission Pa

## **9. Products and Services - Invo**

**9.1** The Content User shall invoice Payments owed on all Qualifying T the Content Provider receives payr Content Provider shall pay the am Value Added Tax or other sales-rel the date of each such invoice.

**9.2** In the event that any Qualifyir Content Provider, the Content Prov Payment payable to the Content U chargeback is made or from the ar Content Provider shall inform the C reason for it prior to the chargeba

## **10. Products and Services - Tra**

The Content Provider and the Cont an accurate and reliable system to Content User's web site who subse through the Content Provider's we party shall seek to charge the othe such a tracking system.

### **11. Products and Services - Ve**

The Content Provider shall maintain  
Agreement and for a period of 2 ye  
all Qualifying Transactions, and all  
conduct at the expense of the Con  
and records of the Content Provide  
payment of Commission Payments  
days' prior written notice to the Co  
not be made more frequently than

### **12. Products and Services - Sec**

If the number of chargebacks from  
reasonable level as against the act  
originating through the Content Us  
discuss methods to reduce such ch  
problems, customer error or by fra

### **13. Banner Advertisements or S**

**13.1** The parties agree that if the  
that the Content User can display  
seek sponsorship for such web site  
Content User agrees to pay to the  
advertisement revenue or sponsor  
Value Added Tax, other sales-relat  
legitimately be payable thereon. T  
following:

**13.1.1** To employ a reputable age  
advertising or sponsorship invento

**13.1.2** The fees charged by such T

**13.1.3** That the Content User sha  
sponsorship or permit the Third Pa

**13.1.4** Any organisation that prod  
are offensive, obscene, defamator

**13.1.5** If in doubt the Content Use  
permission from the Content Provi

**13.1.6** The Content Provider reserves the right to remove any Content and Links to be displayed on the Content User's web site within 30 days written notice should the content be deemed to be in violation of the Content User's web site.

**14. Banner Advertisements or Sponsorship**  
Within the period of seven working days after the end of each month, the Content User shall email to the Content Provider a report containing:

(a) The number of page-views attributable to the Content User's web site; and

(b) The amount of Advertising Commission paid by the Content User to the Content Provider.

Such Monthly Report shall also state the name of the Third Party Agent employed by the Content User for the sponsorship inventory.

**15. Banner Advertisements or Sponsorship**  
The Content Provider will invoice the Content User for the Advertising Commission owed within the period of 30 days after the date of payment from the Third Party Agent to the Content Provider, thus invoiced, including any applicable sales tax, within the period of 30 days after the date of payment.

**16. Banner Advertisements or Sponsorship**  
The Content User will use an effective click-through ratio for the figures for the Content hosted on the Content User's web site. The Content User shall report impressions for banner advertisements and resulting click-through ratios.

**17. Banner Advertisements or Sponsorship**  
The Content User shall maintain all records of the Content User's Agreement and for a period of 2 years after the termination of all Advertising Revenue, and allow the Content Provider to conduct at the expensive of the Content User an audit of the Content Provider's books and records of the Content User's Agreement and the payment of Advertising Revenue, and

days' prior written notice to the Co  
be made more frequently than once

## **18. Termination**

**18.1** Either party may terminate t  
that:

**18.1.1** Either party commits a ser  
breaches of this Agreement includ  
its duties, responsibilities and oblig

**18.1.2** Such breach remains unre  
notice given by the other party spe

**18.2** Furthermore this Agreement

**(a)** Either party is unable to pay o  
their debts the amount or aggrega  
bankruptcy level within the meanin

**(b)** Being a company becomes sub  
liquidation, (other than for the pur

**(c)** Has a receiver appointed to ad

**(d)** Ceases or threatens to cease t

**(e)** Makes any voluntary agreeme  
benefit of its creditors, or

**(f)** There is a change of control (a  
right to direct the affairs of the cor  
membership of the board, or other

**(g)** Fails to make payment in acco

**18.3** Any termination of this Agree  
rights accrued in favour of either p  
prior to the date of (or giving rise  
of this Agreement which are by the  
termination (including, without lim  
clause 18).

**18.4** Neither party shall be liable f  
reason of any delay in performanc

(except with respect to payment of  
are beyond either party's reasonable  
overcome by the exercise of reason

## **19. Notice**

**19.1** Any notice given by either of  
served on the other party and add  
personal delivery, pre-paid recorded  
transmissions to the receiving part

The Content Provider

Name: **John Brown**  
Position: **Business Development**  
Email: **jbrown@acmedigps.**  
Tel: **0207 123 45609**  
Fax: **0207 123 45601**  
Address: **45 Dover Street, Lor**

The Content User

Name: **Peter Smith**  
Position: **Director**  
Email: **psmith@precdeltasp**  
Tel: **0331 987 987123**  
Fax: **0331 987 987124**  
Address: **89 Flood Street, Birr**

or such subsequent addresses as r

**19.2** Any such notice shall be dee

**19.2.1** In the case of service by p  
48 hours after posting.

**19.2.2** In the case of service by e  
next working day.

## **20. Confidentiality**

Both parties shall keep confidential  
not disclose them save to such em  
relevant information for the purpo  
parties agree that all information r  
it is reasonable to judge such infor

disclosed for a period of 2 years after the date of disclosure where such disclosure is required by law or in the jurisdiction of England. The parties shall treat such information as a "Trade Secret" and reasonably shall not be disclosed at any time during the term of this Agreement except where such disclosure is required by law or in the jurisdiction of England. Confidentiality shall not necessarily be limited to operational, marketing or promotional purposes.

## **21. Press and Publicity**

Both parties shall announce the execution of this Agreement in a joint press release as agreed between the parties. Either party may also produce such press releases or statements of their own referring to the Agreement, but shall notify the other party in advance.

## **22. Data Protection**

Both parties shall be registered under the Data Protection Act relevant to them, (1984 or 1998 Act) and shall be registered. Both parties further commit to protect the lists and / or contact details without the consent of the other. Either party may treat a breach of this Agreement in accordance with clause 17.

## **23. Intellectual Property Rights**

**23.1** Each party grants to the other party an exclusive, revocable, royalty-free license to use the trade marks, trade names and device marks of the other party, subject to the restrictions in clauses 4, and 5 above. All Intellectual Property material issued by either party in accordance with this Agreement is to be used, disclosed, distributed, withheld or delayed.

**23.2** Both parties warrant that the other party to use the logos, trademarks and other Intellectual Property required to fulfil the terms of this Agreement.

**23.3** Neither party shall make any use of the other party's Intellectual Property or Services during or after the expiration of this Agreement.

**23.4** Neither party shall make any register or cause to be registered or imitation of a trademark during or

**23.5** Neither party shall register or which is materially similar to that of

**23.6** On the expiry of this Agreement shall expire and the parties agree Property of the other.

## **24. Limitation of Liability**

**24.1** Nothing in this Agreement shall personal injury resulting from the agents or employees.

**24.2** Neither party shall be liable to contract, tort, or otherwise (including representations (other than fraudulent otherwise for any loss of business, for any indirect or consequential or

**24.3** the Content Provider agrees claims, damages, losses, costs and sustain or incur in relation to any Content Provider provides, such indemnification for any breach of applicable law or intellectual property rights.

**24.4** the Content User agrees to indemnify claims, damages, losses, costs and sustain or incur in relation to any Content User provides, such indemnification any breach of applicable law or regulations intellectual property rights.

## **25. Assignment**

Neither party may assign or otherwise duties and obligations hereunder without other party.

## **26. Force Majeure**

Neither party shall be liable for delay in performance of this Agreement if the delay or failure to perform is due to circumstances beyond its reasonable control, including but not limited to war, riot, civil disorder or industrial dispute. If such delay or failure to perform continues for at least 30 days, the party not substantially affected may terminate this Agreement by written notice.

## **27. Joint Venture or Partnership**

Nothing in this Agreement shall be construed to create a joint venture or an agency relationship. Neither party shall have the authority or power to bind the other party or create a liability against the other party.

## **28. General**

**28.1** Failure by either party to enforce any provision of this Agreement is not to be taken as an acknowledgment of breach unless the waiving party acknowledges such failure in writing.

**28.2** It is hereby declared that the provisions of this Agreement shall be severable. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

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

**28.4** This Agreement sets out the entire understanding of the parties and is in substitution of any other agreement or understanding between the parties.

**29. Jurisdiction**

This Agreement shall be interpreted with English law and shall be subject to the jurisdiction of the English Courts.

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

**Acme Digital Partners**  
**John Brown**  
**Business Development Manager**

Signature: \_\_\_\_\_

**Precision Delta Spindles**  
**Peter Smith**  
**Director**

Signature: \_\_\_\_\_

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