

Agency Agreement UK

Governed by the Commercial Agents (Council Directive) Regulations 1993 and the Common Law of Contract

This Agency Agreement is entered into as of _____

by and between

Principal Name: _____

Principal Address: _____

(the "Principal") and

Agent Name: _____

Agent Address: _____

(the "Agent"), both of whom agree to be bound by this Agreement.

WHEREAS, the Principal offers customers certain products, as described in the document attached hereto as Exhibit A (the "Products"); and

WHEREAS, the Principal and the Agent desire to enter into an agreement whereby the Agent will market and sell the Products according to the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Principal and the Agent (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. ASSIGNMENT OF RIGHT.

With certain limitations stated herein, the Principal hereby authorises the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.

The Agent shall only market and offer for sale the Products within the Territory, as defined in this Agreement.

The Principal reserves the right to add to or subtract from the list of Products authorised on Exhibit A attached hereto, with written notice to the Agent.

2. TERRITORY.

The Agent shall be authorised to market the Products in _____ (the "Territory").

3. EXCLUSIVITY.

The Agent shall be the exclusive party authorised to market the Products within the Territory.

TRADEMARK RIGHTS.

The Agent agrees and acknowledges the following with regard to the Principal's trade mark:

The Principal is the sole and exclusive owner of all right, title and interest in " _____
" or in any other trade marks associated with the Principal (the "Company Trade Marks") which the Agent may utilise in performing the services herein.

The Principal hereby grants to the Agent, for the duration of this Agreement and subject to the limitations stated herein, a non-exclusive, non-transferable, revocable right to use the Company Trade Marks as necessary to market and offer for sale the Products within the Territory.

4. AGENT RESPONSIBILITIES.

In marketing and offering the Products for sale in the Territory, the Agent shall:

- Act with diligence, devoting reasonable time and effort to fulfil the duties described herein;
- Maintain reasonable technical and practical knowledge with regard to the Products;
- Utilise promotional materials provided to the Agent by the Principal for the purpose of marketing and selling the Products;
- If requested by the Principal, attend and participate in trade shows and conventions related to the Products;
- Promptly respond to all communications by customers and the Principal regarding the Products;
- Reasonably assist the Principal with regard to any and all collection matters as requested by the Principal; and
- Prepare and maintain any reports and documentation, as requested by the Principal.

5. COMMISSION.

The Principal shall pay to the Agent _____ % of all Net Product Sales directly attributable to the Agent's efforts.

"Net Product Sales" shall be defined as the total sales revenue from any sales made by the Agent less any chargebacks, returns, or defaults by customers.

Should the Parties terminate this Agreement for any reason, the Principal shall pay the Agent only for sales of the Products made prior to the termination date.

In the event that the Agent receives commission payments for orders that are subsequently refunded, charged back, or where the Principal otherwise fails to realise the income from such a sale, the Agent shall offset any future commissions by the amount by which the commissions actually paid would be reduced if the sales associated with the unrealised income had never been completed.

Payments shall be made to the Agent on or before _____ for the _____

6. CONFIDENTIALITY.

The Agent shall not: (i) disclose to any third party any details regarding the Principal's business, including without limitation any information regarding the Principal's customer data, business plans, or pricing (the "Confidential Information"); (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Principal; or (iii) use Confidential Information other than solely for the benefit of the Principal.

Immediately upon termination of the relationship between the Principal and the Agent, the Agent shall return to the Principal any documents pertaining to the Principal's business or any of its trade secrets which are in the Agent's possession.

7. TERM AND TERMINATION.

This Agreement shall commence upon the date of execution and shall continue until either Party terminates this Agreement by written notice to the other. In accordance with Regulation 15 of the Commercial Agents

(Council Directive) Regulations 1993, the minimum period of notice shall be one month for the first year of the agreement, two months for the second year commenced, and three months for the third year commenced and for any subsequent years.

Upon termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation to refrain from sharing with any third party any of the Principal's confidential information.

Upon termination, the Agent shall be entitled to compensation or an indemnity payment in accordance with Regulations 17 and 18 of the Commercial Agents (Council Directive) Regulations 1993, save where such entitlement is lawfully excluded.

8. INDEMNIFICATION.

The Agent agrees to indemnify, defend, and hold harmless the Principal from and against all claims, liabilities, costs, and expenses of every kind arising from any violation of the law, this Agreement, or the rights of any third party by the Agent whilst acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

9. NO MODIFICATION UNLESS IN WRITING.

No modification of this Agreement shall be valid unless made in writing and agreed upon by both Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorised representative, as of the day and year set forth below.

Signatures**For and on behalf of the Principal:**

Signature: _____ Date (DD/MM/YYYY): _____

Full Name: _____ Position/Title: _____

Signed by the said Principal in the presence of:

Witness Signature: _____ Date (DD/MM/YYYY): _____

Witness Full Name: _____

Witness Address: _____

Witness Occupation: _____

For and on behalf of the Agent:

Signature: _____ Date (DD/MM/YYYY): _____

Full Name: _____ Position/Title: _____

Signed by the said Agent in the presence of:

Witness Signature: _____ Date (DD/MM/YYYY): _____

Witness Full Name: _____

Witness Address: _____

Witness Occupation: _____