

AGREEMENT FOR THE EMPLOYMENT OF SALES AGENT AS AN INDEPENDENT
CONTRACTOR

AN AGREEMENT made the day of BETWEEN A. B. COMPANY LIMITED whose registered officer is at etc. (" the Company") of the one part and C. D. of etc. (" the Agent") of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Agent is hereby appointed (the sole) agent of the Company in *(Countries or other description of territory)* (" the Territory") for the sale of the whose range of goods from time to time contained in the A.B. Catalogue" (or the goods described in the schedule hereto) (" the goods") for the term of (2) years from the day of on the terms and subject to the conditions hereinafter set out.

The agent shall:-

use his best endeavours to promote and extend the sales of the goods throughout the Territory to all potential purchasers thereof and work diligently to obtain orders therefor.

In all matters act loyalty and faithfully to the Company and obey its orders and instructions and in any case where it is possible to obtain such orders or instructions in relation to any particular matter act in such manner as he reasonably considers to be most beneficial to the Company's interests.

Not engage or be interested either directly or indirectly as principal agent partner director or employee in the production sale or advertisement of goods of any description or kind of similar to or competitive with the goods without obtaining the previous consent in writing of the Company

Disclose to the company forthwith on the making of this agreement particulars of all selling agencies in which the Agent is engaged or interested either directly or indirectly as principal agent partner director or employee and from time to time forthwith with disclose to the Company particulars of all further such agreements in which hereafter the Agent so becomes engaged or interested.

Not take orders for the sale to any person of goods which he knows or has reason to believe are intended for resale outside the Territory (except to the central buying department of any national customer known to the parties to have outlets outside the Territory)

Refer to the Company all inquiries for the goods from addresses outside the Territory and from addresses in the Territory for resale outside it.

Not take orders for the sale of goods or make contracts on behalf of the Company other than subject to confirmation and acceptance by the Company and on the Company's usual trading terms and to give additional credit to a particular purchaser unless the consent of the Company in writing has been in each case first obtained.

Not in selling the goods make any representations or give any warranties other than those obtained in the Company's conditions of sale

Keep full and proper books of account and records showing clearly all inquiries transactions and proceedings relating to the agency such books and records being separate from those relating to matters not relating to the agency.

Allow the authorised officers of the company at all reasonable times to have access to and to inspect the said books and records

From time to time upon written request of the company supply to the company reports returns and other information relating to the agency

Bring promptly to the notice of the Company any information received by him which is likely to be of use or benefit to the Company in relation to the marketing of the goods and so far

as he is liable to satisfy himself by means of all proper inquiries as to the financial stability of intending purchasers of the goods whose inquiries and orders he transmits to the Company
Not assign transfer charge or in any manner make over or purport to assign transfer charge or make over this agreement or his rights hereunder or any part thereof
Not incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit or accept any order or make any contract binding on the Company without the Company first approving the terms hereof
Attend and promote the goods at all trade shows and other sales exhibitions approved by the Company at his own expense except that the Company shall make such payment towards the cost of the display stand and the Agent's hotel bedroom accommodation as is agreed in writing before each approved show and exhibition
In all correspondence commercial documents and on the name plate or other signs at his place of business and in all dealings relating directly or indirectly to the goods describe himself as selling agent for the Company and not describe himself as the Company's agent except in conjunction with the word "selling"
Defray all expenses of and incidental to the agency
Not at any time whether during or after the term of this agreement divulge any information in relation to the Company's affairs or business or method of carrying on business
Not directly or indirectly as principal agent partner director or employee during the period of one year after the determination of this agreement for any reason whatsoever to solicit business for goods which are or are likely to be competitive with the Goods from customers of the Company with whom the Agent has dealt as agent for the Company during the period of this agreement
Not make directly or indirectly any profit or benefit from the sale of the Goods other than the commission hereinafter mentioned

The Company shall at its own expense supply to the Agent such amount of samples patterns catalogues and advertising material as it considers reasonably sufficient with view to promoting sales of the Goods within the Territory

The Company reserves to itself the right notwithstanding anything to the contrary herein contained

To decline at its absolute discretion without giving any reason therefor any order or to submit any quotation or tender on any enquiry transmitted to it by the Agent

To continue to sell and supply the Goods direct to customers in the Territory

To vary the definition of the Goods either by the withdrawal therefrom of a class or classes of Goods or by the addition thereto after consultation with the Agent of a further class or of further classes of Goods

If in the reasonable opinion of the Company the Agent is not at any time producing adequate sales coverage throughout the whole of the Territory and without prejudice to any other of its rights under the agreement either to vary the extent of the Territory so as to exclude from this agreement such part or parts of that district as it reasonably thinks fit save that such course of action shall not be taken without prior consultation with the agent

In the event of its business or any part thereof (being a part concerned in the manufacture or sale of the Goods to which this agreement relates or any class of those Goods) being transferred to any other company to assign its right and obligations under this agreement to that other company after giving one month's notice of such assignment in writing to the Agent

(a) In consideration of his services to the Company in pursuance of this agreement and during its continuance the Agent shall be paid by the Company commission on the day of every month ("the Commission Day") in respect of Goods sold in the Territory by the Company and invoiced to its customers during the last complete month preceding the Commission Day [irrespective of whether the order leading to the sale was introduced by the Agent the Company or some other person] [or and arising from an order introduced by the Agent]

Commission shall be calculated on the total invoice price of Goods so sold in each month less the total in each month of credit notes relating to Goods issued by the Company to customers in the Territory at the following rates:

Per cent on so much of the total in each month of invoice prices as does not exceed Pound X

Per cent on so much of the total in each month of invoice price as exceeds Pound X and does not exceed Pound Y

Per cent on so much of the total in each month of invoice prices as exceeds Pound Y

[provide that the said figures of Pound X and Y shall at the expiry period of 12 months starting on the date of the commencement of the agency be increased by the proportion by which during the preceding 12 months the index of retail prices maintained by the Department of Employment and Productivity has increased and the amount of the increase if it is not agreed by the parties shall be determined conclusively by the auditors of the Company acting as arbitrators]

If any customer fails within three months from the date of an invoice to pay the amount due under an invoice in respect of which commission has been paid to the Agent the amount of commission attributable to that invoice shall be refunded by the Agent to the Company on the next Commission Day after the expiry of the said period of three months and whatever practicable the refund shall be by way of deduction from any commission then payable

If any amount payable under any invoice in respect of which commission has been refunded under clause 5© is received by the Company the Company shall on next Commission Day after such receipt pay commission to the Agent calculated on the amount after deduction of collection expenses received in respect of that invoice

(a) Without prejudice to any other remedies the Company may have against the Agent the Company shall have the right at any time by giving notice in writing to the Agent to terminate the agreement forthwith in any of the following events:

If the Agent commits a breach of any of the terms of this agreement

If the Agent dies compounds with his creditors or takes or suffers any similar action in action in consequence of debt

If from any cause the Agent in the reasonable opinion of the Company is prevented from performing his duties hereunder for a continuous period of (3) months or for a total of (5) months in any period of (12) calendar months.

If the agent is guilty of any conduct which in the reasonable opinion of the Company is prejudicial to the Company's interests

If the agent purports to assign the burden or benefits or charge the benefits of this agreement.

If the Company ceases to manufacture or deal in the goods this agreement shall forthwith terminate unless the rights and obligations of the Company hereunder are assigned in accordance with clause 4 (e) hereof

Upon the termination of this agreement from any cause or at any time the agent shall at his own expense promptly return to the Company or otherwise dispose of as the Company instructs all samples patterns catalogues advertising material specifications and other material documents and papers whatsoever sent to the agent and relating to the business of the company (other than correspondence between the Company and the Agent) which the agent has in his possession or under his control

The waiver by the Company of any breach of any term of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

This agreement embodies the entire understanding of the parties relating to the sale of the goods and there are no promises terms conditions or obligations oral or written express or implied other than those contained herein.

All previous agreements and arrangements if any relating to the sale of the goods made between the Company and the agent are hereby superseded.