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# SUPPLIER AGREEMENT

THIS AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_, \_\_ (the "Effective Date").

BETWEEN:

(1) [COMPANY NAME], a company incorporated in [STATE/COUNTRY] with registration number [NUMBER] and whose registered office is at [ADDRESS] (the "Customer"); and

(2) [SUPPLIER NAME], a company incorporated in [STATE/COUNTRY] with registration number [NUMBER] and whose registered office is at [ADDRESS] (the "Supplier").

## 1. GOODS AND SERVICES

1.1 The Supplier shall provide the goods (the "Goods") and services (the "Services") as described in Section 1.2 in accordance with the terms and conditions set out in this Agreement.

1.2 The Goods and Services to be provided by the Supplier include:

[Provide a comprehensive description of the goods and services to be provided by the Supplier]

## 2. PAYMENT

2.1 The Customer shall pay the Supplier for the Goods and Services in accordance with the following terms:

[Provide a detailed description of the payment terms including the amount to be paid, the payment schedule, and the method of payment]

## 3. LIABILITY

3.1 Neither party excludes or limits its liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under applicable law.

3.2 Subject to Clause 3.1, the Supplier's total liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Customer to the Supplier under this Agreement in the 12 months immediately preceding the event giving rise to the claim.

## **4. INTELLECTUAL PROPERTY RIGHTS**

4.1 All intellectual property rights in the Goods or Services provided under this Agreement shall remain the property of the Supplier, unless otherwise agreed in writing.

## **5. CONFIDENTIALITY**

5.1 Each party agrees to keep the other party's Confidential Information confidential and to use it strictly for the performance of this Agreement.

## **6. DATA PROTECTION**

6.1 Each party shall comply with all the requirements of the Data Protection Legislation.

6.2 The Customer and the Supplier acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor.

6.3 The Supplier shall, in relation to any Personal Data processed in connection with its performance under this Agreement:

(a) process that Personal Data only based on the written instructions of the Customer unless the Supplier is required by law to process that Personal Data;

(b) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

## **7. TERM AND TERMINATION**

7.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either party providing not less than [SPECIFY PERIOD] written notice.

## **8. GOVERNING LAW AND JURISDICTION**

8.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by

and construed in accordance with the law of [Specify jurisdiction].

8.2 Each party irrevocably agrees that the courts of [Specify jurisdiction] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Juro Online Limited**



X \_\_\_\_\_

Signatory: [empty member name]

Email of signatory: [empty member email]

Timestamp: [empty signing timestamp]

**Supplier agreement template**



X \_\_\_\_\_

Signatory: [empty member name]

Email of signatory: [empty member email]

Timestamp: [empty signing timestamp]