

THIS AGREEMENT is made on 19 April 2016 between:

(i) vc whose registered office is at bcvcvc ('the Principal') and

(ii) **name of Agent Agent business type address of Agent** ('the Agent').

1. DEFINITIONS

The following terms mean:

Address for Service:	the address for service of the Principal and the Agent shall be the address shown in this Agreement or such other address as has been notified by the party concerned as being their address for service for the purposes of this Agreement.
Agreement:	this agreement.
Commencement Date:	19 April 2016.
Force Majeure:	any event or circumstance beyond the reasonable control of either the Principal or the Agent by the exercise of all reasonable diligence which prevents or impedes due performance of the obligations of the Principal or the Agent under this Agreement, including (but not limited to) acts of God, decrees or restraints by civil authorities including acts of local and national government, extreme weather conditions, labour disputes of whatever nature including, without prejudice to the generality of the foregoing, work to rule, strikes and lockouts (other than labour disputes by the employees of the party claiming force majeure only), perils of the sea or air, fire, flood, drought, explosion, pandemic, embargo, war, riots, civil commotions, sabotage and terrorism, provided that the mere shortage of labour materials, equipment or supplies shall not constitute an event of force majeure unless caused by events or circumstances which are themselves an event of force majeure.
Goods:	Identify goods.
IPR:	the Marks, patents, all rights to inventions, prototypes, products, discoveries, techniques or processes, systems, data, information, copyright and related rights, moral rights, trade names, domain names, brand names, rights to goodwill, rights in design, rights in computer software (including source code and object code), database rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights relating to the Goods in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights owned by the Principal and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.
Marks:	word marks, device marks or any device marks relating thereto, service marks and any other trade mark of the Principal (whether registered or not and whether owned by or licensed to the Principal).
Quarter:	any period between 1 April and 30 June, 1 July and 30 September, 1 October and 31 December, and 1 January and 31 March. 'Quarterly' shall be construed accordingly.
Regulations:	the Commercial Agents (Council Directive) Regulations 1993.
Target:	in each year of this Agreement 'Target' shall be the amounts specified in the first schedule hereto.
Term:	Term months from the Commencement Date.
Territory:	State relevant area.

2. INTERPRETATION

- 2.1. The headings in this Agreement are for convenience only and do not affect its interpretation
- 2.2. In this Agreement, unless the context clearly indicates another intention:
 - 2.2.1. reference to one gender includes all other genders;
 - 2.2.2. reference to the singular includes the plural and vice versa;
 - 2.2.3. reference to a clause, any schedule or party is a reference to a clause of or a schedule or party to this Agreement;
 - 2.2.4. obligations undertaken by more than a single person or company are joint and several obligations;
 - 2.2.5. reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision;
 - 2.2.6. reference to writing includes fax, email and similar means of communication;
 - 2.2.7. a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a normal working day in both England and Wales and the Territory in which case the last day shall be the next succeeding day that is a normal working day in both England and Wales and the Territory;
 - 2.2.8. any reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

3. BACKGROUND

- 3.1. The Principal has the right to sell the Goods in the Territory.
- 3.2. The Principal and the Agent have agreed that the Agent shall be the agent of the Principal for the purpose of selling the Goods in the Territory.

4. THE APPOINTMENT

- 4.1. The Principal appoints the Agent to be **a type of agent** in respect of the sale of the Goods in the Territory for the Term and subject to the terms and conditions of this Agreement.

5. RIGHTS OF THE AGENT

- 5.1. During the Term the Agent may:
 - 5.1.1. hold **himself/herself/themselves** out as the authorised agent of the Principal in all correspondence, commercial documents and on any name-plate or other sign;
 - 5.1.2. use, by means of a royalty free non-exclusive licence, the Marks and the IPR of the Principal for the purpose of selling the Goods in the Territory;
 - 5.1.3. sell the Goods in the Territory.

6. OBLIGATIONS OF THE AGENT

- 6.1. The Agent shall:
 - 6.1.1. use best endeavours to promote and sell the Goods throughout the Territory;
 - 6.1.2. provide a contact address to which prospective customers may make written enquires;
 - 6.1.3. maintain a minimum of **No of telephone lines** attended telephone line answered between **Telephone start time** and **Telephone finish time Telephone attendance**;
 - 6.1.4. provide publicity for the Goods with a view to increasing and developing sales;
 - 6.1.5. work diligently to obtain orders from customers;
 - 6.1.6. promptly follow all appropriate leads generated by promotional activity;
 - 6.1.7. promptly deal with all customer enquiries;
 - 6.1.8. where and when appropriate, provide customer demonstrations;

- 6.1.9. undertake all marketing or promotional activities, including attending any relevant exhibitions, trade fairs or conferences and other marketing events as specified by the Principal from time to time;
- 6.1.10. follow any procedure as specified by the Principal from time to time, when seeking orders from customers or potential customers;
- 6.1.11. comply with all legal requirements from time to time in force relating to the advertising, marketing and sale of the Goods;
- 6.1.12. provide the Principal on a monthly basis with a report of sales of the Goods it has made in the preceding month, in such form and containing such other information as the Principal reasonably requires;
- 6.1.13. from time to time consult with the Principal or the Principal's representatives to assess the state of the market in the Territory, and permit them to inspect any premises or documents used by the Agent in connection with the sale of the Goods;
- 6.1.14. at the request of the Principal provide it with copies of any sales aids relating to the Goods, including (without limiting the foregoing) catalogues, sales brochures and sales manuals;
- 6.1.15. use in relation to the Goods only such advertising, promotional and selling materials as are approved in writing by the Principal;
- 6.1.16. maintain an active and suitably trained sales force.
- 6.1.17. bear all costs and expenses incurred by **it/them/him/her** in performing **his/her/its/their** obligations under this Agreement except in respect of expenses incurred at the specific request of the Principal and authorised by the Principal in advance in writing.
- 6.1.18. comply with the anti-bribery obligations set out in clause 12
- 6.2. The Agent shall not:
 - 6.2.1. do anything that may prevent the sale of the Goods or interfere with the development of the Principal's trade in the Territory;
 - 6.2.2. offer the Goods for sale at any price except that for the time being fixed by the Principal and on the Principal's standard trading conditions from time to time in force;
 - 6.2.3. during the Term and any further continuance of this Agreement thereafter and for a period of **Months restraint after termination** months after its termination, whether directly or indirectly, sell or offer to sell or negotiate the sale of Goods of a similar description to the Goods or of such kind as would or might compete or interfere with the sale of the Goods either on **his/her/its/their** own behalf or together with or on behalf of any other person, firm or company whatsoever without first obtaining the written consent of the Principal;
 - 6.2.4. have the right to bind the Principal to any contract and no order taken by the Agent shall be binding on the Principal unless accepted by the Principal;
 - 6.2.5. in any way pledge the credit of the Principal or hold himself out as having the right to pledge the credit of the Principal;
 - 6.2.6. accept any money on behalf of the Principal nor enter into any compromise or agreement with any of the Principal's customers;
 - 6.2.7. make any statements, representations or claims or give any warranty or guarantee in respect of the Goods without the authority in writing of the Principal; and
 - 6.2.8. make contracts or incur debts or other obligations on behalf of the Principal unless previously so authorised in writing by the Principal.
- 6.3. If the Agent has any reason to suspect that a customer or prospective customer has or is intending to resell the Goods outside the Territory, **he/she/it/they** shall immediately advise the Principal.
- 6.4. The Agent shall take part in meetings with Principal at times and places as the Principal reasonably requires but, in any event, at a frequency of not less than every other month.
- 6.5. The Agent shall provide for the Principal reports, returns and other information as the Principal may from time to time request including sales forecasts, marketing activities and information with regard to products competing with or likely to compete with the Goods in the Territory.

- 6.6. The Agent undertakes to keep the Principal fully and effectively indemnified against all claims, demands, losses, expenses and costs (including legal and other professional costs) that the Principal may incur as a result of any breach by the Agent of this clause or of any other provision contained in this Agreement.

7. REFERRAL OF ORDERS

- 7.1. Where the Agent receives an order from a customer or prospective customer, **he/she/it/they** shall immediately transmit a written order to the Principal.
- 7.2. Upon the Principal receiving the order, the Principal shall accept or decline the order. If the order is accepted, the Principal shall execute the same by supplying the Goods direct to the customer. If the order is declined, the Principal shall notify the Agent in writing that the order has been declined.
- 7.3. The Principal may decline any order or part of an order in its absolute discretion without giving any reason. The Agent shall not be entitled to any commission in respect of any order or part order so refused.

8. OBLIGATIONS OF THE PRINCIPAL

- 8.1. The Principal shall:
- 8.1.1. act in good faith towards the Agent;
 - 8.1.2. support the Agent in its efforts to promote the sale of the Goods including but not limited to supplying (where appropriate) the following:
 - 8.1.2.1. promotional aids to the Agent;
 - 8.1.2.2. up-to-date samples;
 - 8.1.2.3. patterns;
 - 8.1.2.4. price lists;
 - 8.1.2.5. catalogues;
 - 8.1.2.6. terms and conditions of sale; and
 - 8.1.2.7. advertising literature and information.
- 8.2. keep and retain for two years after the termination of this Agreement full and proper accounts, other documents and records (in any medium) showing all sales introduced by the Agent;
- 8.3. upon execution of any order transmitted by the Agent to the Principal, forward to the Agent a duplicate copy of the invoice sent with the Goods to the customer;
- 8.4. allow the Agent or **his/her/its/their** duly authorised representative during the Term to have access to, and take copies of, all documents relating to sales that **he/she/it/they has/have** introduced;
- 8.5. notify the Agent in writing and within a reasonable time as soon as it becomes aware or anticipates that the volume of commercial transactions will be significantly lower than the Agent could have expected under normal circumstances;
- 8.6. inform the Agent in writing and without delay in the event of the Principal only being able or willing to effect a substantially smaller volume of orders than those negotiated by the Agent;
- 8.7. inform the Agent immediately in the event of supply difficulties, price alterations or alterations of the terms of business to be issued to the customer.
- 8.8. inform the Agent in writing and without delay in the event that amendments are made by the Principal to the Relevant Policy, as contemplated by ;
- 8.9. Subject as provided in this Agreement, the Principal warrants to the Agent:
- 8.9.1. that all Goods supplied under this Agreement will be of satisfactory quality and will comply with any legal or other specification required for manufacture or sale in the Territory; and
 - 8.9.2. that it is not aware of any rights of any third party in the Territory that would or might render the sale of the Goods, or the use of any of the IPR on or in relation to the Goods, unlawful.

9. MINIMUM SALES

- 9.1. The Agent must procure orders from customers or purchasers located within the Territory resulting in minimum annual sales of the Goods equivalent to the Target.
- 9.2. The Agent's sales activities will be periodically reviewed by the Principal at the end of each Quarter to check that the Agent has achieved sales for that Quarter equivalent to 25% of the Target. The Principal must advise the Agent immediately if the pro-rata target has not been met. If the Agent fails to achieve the Target by more than 10% over a period of 12 months, this shall amount to a fundamental breach of the Agent's obligations under this Agreement.

10.COMMISSION

- 10.1. The remuneration of the Agent shall be the Commission.
- 10.2. The Commission shall become due as soon as, and to the extent that, one of the following occurs:
 - 10.2.1. the Principal executes the transaction;
 - 10.2.2. the Principal should, according to its agreement with the customer, execute the transaction.
- 10.3. The Commission shall not be payable:
 - 10.3.1. if the contract between the customer and the Principal is not executed and this is not due to circumstances for which the Principal is responsible;
 - 10.3.2. if the customer cancels or returns their order and this is, in the Principal's sole discretion, accepted by the Principal;
 - 10.3.3. until such time as payment is received in full from the customer for the Goods;
 - 10.3.4. until such time any dispute between the customer and the Principal or Agent regarding the supply and/or quality of the Goods is resolved and payment of any damages due to the Principal (whether agreed by compromise or awarded by a court or tribunal) is received in full from the customer.
- 10.4. Any Commission already paid but not payable to the Agent must be refunded to the Principal.
- 10.5. The Principal shall pay to the Agent the Commission Quarterly.
- 10.6. Within fourteen days after the end of each Quarter the Principal shall send to the Agent a statement showing all sales on which the Agent is entitled to Commission together with the amount of money that the Agent is due in respect of each sale and the total amount of money payable to **it/them/him/her**.
- 10.7. Upon receipt of the statement, the Agent shall send to the Principal an invoice for the total amount of Commission shown to be due on the statement and value added (or other equivalent sales) tax thereon, if applicable.
- 10.8. Within 28 days of receiving the invoice, the Principal shall pay to the Agent the amount thereof.

11.SUPPLY OF THE GOODS

- 11.1. The Principal may make such alterations to the specifications of the Goods as it thinks fit.
- 11.2. When taking an order for a customer or prospective customer, the Agent shall ensure that the order is accurate and provide the Principal with all information as may be reasonably necessary:
 - 11.2.1. to enable the Principal to fulfil the order;
 - 11.2.2. to accurately label the Goods; and
 - 11.2.3. to comply with all legal requirements.
- 11.3. The Principal shall as soon as possible following acceptance of an order notify the Agent of the estimated delivery date for the Goods and so far as is reasonably possible meet that estimated delivery date.

12.ANTI-BRIBERY

- 12.1. The Agent must:

- 12.1.1. comply with any and all applicable laws, statutes, regulations and rules relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (Relevant Requirements);
 - 12.1.2. promptly report to the Principal any request or demand for any undue financial or other advantage of any kind received by the Agent in connection with the performance of this agreement;
 - 12.1.3. immediately notify the Principal in writing if a foreign public official becomes an officer or employee of the Agent or acquires a direct or indirect interest in the Agent, and the Agent warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement;
 - 12.1.4. within **Bribery certification** month of the date of this agreement, and annually thereafter, certify to the Principal in writing ongoing compliance with this clause 12 by the Agent and all persons associated with it under clause 12.2 The Agent shall provide such supporting evidence of ongoing compliance as the Principal may reasonably request.
- 12.2. The Agent shall ensure that any person associated with the Agent who is performing any service or providing any goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Agent in this clause 12 (Relevant Terms). The Agent shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Principal for any breach by such persons of any of the Relevant Terms.
- 12.3. Breach of this clause 12 by the Agent shall be deemed a breach under clause 15.3.1
- 12.4. For the purpose of this clause 12, whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 12, a person associated with the Agent includes, but is not limited to, any agent, delegate or subcontractor of the Agent.

13. MISCELLANEOUS

- 13.1. The Principal may assign, transfer or novate this Agreement and the rights and obligations under it to any other person at any time, and must inform the Agent of any such transaction in writing within a reasonable time after it. In the event of any such assignment, transfer or novation, in consideration of the Principal procuring for the Agent an undertaking from the assignee, transferee or novatee to be bound by the Principal's obligations under this Agreement the Agent must re-execute this Agreement with the assignee, transferee or novatee if the Principal or the assignee, transferee or novatee requires it to do so. If the Agent fails to comply with the provisions of this sub-clause, **he/she/it/they** irrevocably **appoint(s)** the Principal as **his/her/its/their** agent with full authority to re-execute this Agreement with the assignee, transferee or novatee.
- 13.2. This Agreement constitutes the whole agreement and understanding of the Principal and the Agent as to its subject matter and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
- 13.3. The Principal and the Agent acknowledge that they have not entered into this Agreement on the basis of, or in reliance on any express or implied representation, warranty, or any other matters and that both have entered into this Agreement as a result of their own independent investigations into all relevant matters.
- 13.4. The parties do not intend that any term of this Agreement shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.
- 13.5. Nothing in this Agreement will create, or be deemed to create a partnership or the relationship of employer and employee between the Principal and the Agent.
- 13.6. All rights, remedies and powers conferred upon the Principal and the Agent are cumulative and shall not be construed to be exclusive of any other rights, remedies or powers now or hereafter conferred by law or otherwise.
- 13.7. The terms of this Agreement are agreed between the Principal and the Agent to be reasonable but if any clause or part thereof of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which will remain in full force and effect.

If the exclusion of any invalid or unenforceable provision will in the Principal's opinion adversely affect any of the IPR or its business operations, it may terminate this Agreement by **Deadline for remedy of breach** days' written notice to the Agent.

- 13.8. Any approval or consent given by a company under this Agreement shall be valid only if given in writing by one of its directors. The Agent shall not be entitled to claim any money or other damages or remedy by way of set off, counterclaim, defence or in any other way based upon any claim or assertion or other that the Principal has unreasonably withheld or delayed any consent or approval required under this Agreement.
- 13.9. Except in the case of fraudulent misrepresentation, the only remedy available in respect of any misrepresentation or untrue statement made to either the Agent or the Principal shall be a claim for breach of contract.
- 13.10. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof. Neither the Principal's failure to exercise any power given to it under this Agreement or to insist upon strict compliance by the Agent with any obligation under it, nor any custom or practice of the Agent or the Principal shall constitute any waiver of any of the Principal's rights under this Agreement. Waiver by the Principal of any particular default by the Agent must be in writing and shall not affect or impair the Principal's rights in respect of any subsequent default of any kind by the Agent. Delay by the Principal in exercising any rights arising from any of the Agent's defaults or omission to exercise them shall not affect or impair the Principal's rights in respect of those defaults or any default of any kind.

14. CONFIDENTIALITY

- 14.1. The Principal or Agent shall not at any time whether before or after the termination of this Agreement divulge or use any unpublished technical information deriving from the other or any confidential information regardless of the form or medium in which it is disclosed or stored (including, but not limited to, any information designated as being confidential, trade secrets or secret or confidential operations or information relating to a party's technology, know-how, organisation, business affairs, finances, dealings, transactions, processes, strategy, operations, customer and supplier lists, business or method of carrying on business and IPR) to any employee or third party without the other party's prior written approval.
- 14.2. The restriction in clause 14.1 shall not apply to information that is:
 - 14.2.1. in the public domain through no fault of the party relying on this provision;
 - 14.2.2. known by either the Principal or Agent at the date hereof;
 - 14.2.3. acquired by either the Principal or Agent in good faith from an independent third party; or
 - 14.2.4. required by any statutory or legal obligation for disclosure placed upon a party including the requirements for disclosure under the Freedom of Information Act 2000 (FOIA).
- 14.3. Where a party receives a request for information pursuant to the FOIA or such similar legislation regarding (whether as a whole or in part) this Agreement or information about or information which it is held on behalf of the other party, it shall:-
 - 14.3.1. provide a copy of the request for information to the other party as soon as practicable after receipt and in any event within two working days of receipt;
 - 14.3.2. within five working days (or such other period as the other party may reasonably specify) of the receipt of the request for information:
 - 14.3.2.1. provide the other party with a copy of all information in its possession or power regarding the other party in the form that the other party reasonably requires;
 - 14.3.2.2. confirm whether it has determined that the information to be disclosed includes information which the other party may regard to be confidential or commercially sensitive; and
 - 14.3.2.3. provide details of the information related to the other party which it proposes should be disclosed in response to the request for information;

- 14.3.3. provide all necessary assistance as reasonably requested by the other party to enable a response to be drafted to the request for information within the time for compliance set out in the FOIA or such similar legislation.
- 14.4. The parties shall, in response to a request pursuant to clause 14.3, consult with each other in good faith in order to determine, and if possible agree, whether all or part of the information requested:
 - 14.4.1. is exempt from disclosure under the current edition of the Code of Practice on Access to Government Information (or such other code that has replaced it) or the FOIA;
 - 14.4.2. is to be disclosed.

15. TERMINATION

- 15.1. This Agreement can be terminated by either party giving the other, in writing, not less than 1 month's notice during the first year of this Agreement. The end of the notice period need not coincide with the end of a calendar month.
- 15.2. The Principal shall be entitled forthwith to terminate this Agreement by written notice to the Agent if:
 - 15.2.1. there is at any time a material change in the management, ownership or control of the Agent;
 - 15.2.2. the Agent at any time challenges the validity of any of the IPR; or
 - 15.2.3. the Agent is guilty of any act that brings or may bring the Principal into disrepute or which in the Principal's reasonable opinion is prejudicial to its interests.
- 15.3. Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:
 - 15.3.1. that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 15.3.2. that other party dies;
 - 15.3.3. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 - 15.3.4. that other party makes any composition or arrangement with their creditors generally or enters into administration or becomes subject to an administration order;
 - 15.3.5. that other party becomes bankrupt;
 - 15.3.6. that other party goes into liquidation, except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement;
 - 15.3.7. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
 - 15.3.8. that other party ceases, or threatens to cease, to carry on business.
- 15.4. For the purposes of clause 15.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance provided that time of performance is not of the essence.
- 15.5. Any right to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach or any other breach.
- 15.6. When this Agreement ends (for any reason):
 - 15.6.1. the Agent shall return at his/her/its/their own expense to the Principal any samples, publicity and sales materials or other documents relating to the Goods that are in the Agent's possession or under his/her/its/their control;
 - 15.6.2. the Agent must cease to promote, market or advertise the Goods or to make use of the IPR and hold itself out to be the authorised agent of the Principal;

- 15.6.3. the provisions of this clause and of clauses 14, 16, 6.2.3, 17 and 18 shall continue in force in accordance with their respective terms;
 - 15.6.4. subject as otherwise provided in this Agreement and to any rights or obligations that have accrued before termination, neither party shall have any further obligation to the other under this Agreement.
- 15.7. The Principal elects that the Agent shall be entitled to seek an indemnity under the Regulations in accordance with paragraphs (3) to (5) of Regulation 17 of the Regulations, subject to Regulations 17(9) and 18 thereof.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. The Agent shall not acquire any right, title or interest in any IPR that belongs to the Principal and may only use the IPR and any literature supplied by the Principal in connection with them only as expressly allowed by it and must comply with the Principal's instructions relating to the form and context in which the IPR and literature are used.
- 16.2. The Agent must not do or omit to do anything by which the goodwill and reputation associated with the IPR might be diminished or jeopardised.
- 16.3. The Agent must, at the expense of the Principal, take all such steps as the Principal may reasonably require to assist the Principal in maintaining the validity and enforceability of the IPR during the term of this Agreement.
- 16.4. The Agent must at the request of the Principal execute such agreements or other documents in respect of his/her/its/their use of the IPR in the Territory as the Principal may reasonably require, provided that the provisions of such agreements or documents must not be more onerous or restrictive than the provisions of this Agreement.
- 16.5. The Agent must not do or authorise or encourage or assist any third party to do any act that would or might invalidate or be inconsistent with any IPR and must not omit to do any act that, by its omission, would have that effect or character, or authorise any third party to omit to do any such act.
- 16.6. The Agent must promptly and fully notify the Principal of any actual, threatened or suspected infringement in the Territory of the IPR and of any passing off of goods as the Goods that comes to the Agent's notice. The Agent must at the request and expense of the Principal do all such things as may be reasonably required to assist the Principal in taking or resisting any proceedings in relation to any such infringement or passing off.
- 16.7. The Principal shall have the conduct of all proceedings relating to the IPR and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the IPR, including passing-off or any other claim or counterclaim brought or threatened in respect of its use or registration. The Agent must at the request and expense of the Principal co-operate with the Principal in any such action in respect of the IPR subject to his/her/its/their reasonable and properly incurred costs, including reasonable legal expenses, being reimbursed by the Principal.
- 16.8. At the end of this Agreement, the Agent shall remove all references to any of the Principal's IPR from his/her/its/their letterheads, promotional literature and any of his/her/its/their displays or other documentation, including any and all of the Agent's websites.

17. PRODUCT LIABILITY AND LEGALITY

- 17.1. The Principal shall take out and maintain product liability insurance with a reputable insurance provider in respect of the Goods in the sum of two million pounds in respect of any one claim.
- 17.2. The Principal shall ensure that the Goods comply with any laws and regulations that relate to their manufacture and sale in the Territory or any part of it.
- 17.3. The Principal shall indemnify the Agent in full on demand for:
 - 17.3.1. any claim made against it/them/him/her by third parties alleging losses or injury as a result of the Goods; and
 - 17.3.2. all other losses or expenses suffered by it/them/him/her unless and except to the extent that any loss, injury, or expense arises solely as a result of any act or default on the part of the Agent.

- 17.4. The Agent shall notify the Principal of any claim in respect of which the Agent seeks an indemnity pursuant to the provisions of this clause as soon as possible upon becoming aware of the same.
- 17.5. Notwithstanding anything to the contrary in this Agreement, the Principal shall not, except in respect of death or personal injury caused by the negligence of the Principal, be liable to the Agent by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage, whether for loss of profit, goodwill, business reputation or professional (including legal) costs, or otherwise and whether occasioned by the negligence of the Principal or its employees or agents or otherwise, arising out of or in connection with any act or omission of the Principal relating to the manufacture or supply of the Goods, their sale by the Agent or their use by any customer.
- 17.6. The Agent shall give the Principal sole conduct of the defence or settlement of any such claim.
- 17.7. The Agent shall not at any time admit liability or otherwise settle or compromise any claim except upon the express instructions of the Principal.
- 17.8. The Agent shall provide such assistance as the Principal shall reasonably require in respect of the conduct of the defence or settlement of the claim subject to **it/them/him/her** reasonable and properly incurred costs, including reasonable legal expenses, being reimbursed by the Principal.

18.FORCE MAJEURE

- 18.1. If either the Principal or the Agent is prevented or impeded from performing any of their obligations under this Agreement, they shall promptly give notice to the other giving details of the event of Force Majeure, its extent and likely duration.
- 18.2. Upon receipt of the notice, such obligations shall be suspended for as long as the event of Force Majeure continues.
- 18.3. Where the Principal or Agent is prevented or impeded from performing any of their obligations by an event of Force Majeure, they shall make every reasonable effort to minimise the effects thereof and shall resume performance of this Agreement as soon as possible after termination of the event of Force Majeure.
- 18.4. If the period of non-performance arising from an event of Force Majeure exceeds 60 Days from the date of notice of the event of Force Majeure either the Principal or the Agent may give written notice immediately terminating this Agreement.

19.COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.

20.NOTICES

- 20.1. Any notice under this Agreement shall be:
 - 20.1.1. delivered personally; or
 - 20.1.2. sent by first class prepaid recorded delivery or registered post; or
 - 20.1.3. sent by fax;
 - 20.1.4. sent by digitally signed electronic mail with the 'Request a read receipt for this message' check box being set.
- 20.2. Any notice to be served on a party shall be sent to the Address for Service for that party.
- 20.3. A notice shall be deemed to be served as follows:
 - 20.3.1. if personally delivered, at the time of delivery;
 - 20.3.2. if posted, within forty eight hours of posting but in the case of airmail, seven days after the envelope was delivered into the custody of the postal authorities; and
 - 20.3.3. if sent by fax or electronic mail, at the time of transmission.

21.PROPER LAW AND JURISDICTION

- 21.1. This Agreement is subject to the law of England and Wales.

- 21.2. The Principal and the Agent submit to the non-exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of any such courts shall be validly served by delivering the proceedings in an envelope addressed to the party to be served at the Address for Service.

Schedule

Year	Target
One	Year One sales target

Signed on 19 April 2016

Signed by an authorised signatory of **name of Agent**

On behalf of the Agent

Signed by an authorised signatory of vc

On behalf of the Principal