IE-MADagt03

Sales agency agreement: sale of services

Dated: [Date]

Agent: [Name]

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This agreement is dated: [date]

The principal is: [principal's name] ("the Principal")

The principal's address is: [principal's address]

The agent is: [agent's name] ("the Agent")

The agent's address is: [agent's address]

The contract terms are:

1. Definitions

These definitions apply unless the context [redacted]:

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person [redacted]. [redacted]:
information about staff and their personal contact information,
data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance [redacted], [redacted], [redacted];
It includes information about the Intellectual Property and [redacted]-[redacted].

"Control" (including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation,

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[redacted].

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, [redacted].

“Know-how” means methods, procedures and ways of working and organising which are [redacted].

“Net Sales Receipts” means the money receivable for sales of the Services after deduction of any sales tax, packing and delivery costs and service provider costs charged by any person relating to [redacted].

“Services” means [briefly describe the services offered].

[“Territory” means the country / state/ [redacted] [[redacted]]].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted [redacted].

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2.2. a reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.3. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights, and obligations are transferred or pass as a [redacted], [redacted], [redacted]-[redacted].

2.4. in the context of permission, “may not” in connection with an [redacted], [redacted] “[redacted]”.

2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted];

2.7. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted].

2.8. the words “without limitation” shall be deemed to follow any use of the words “[redacted]” [redacted] “[redacted]” [redacted].

2.9. a reference to an act or regulation includes new law of substantially the same [redacted].

2.10. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of [redacted], [[redacted] € 100 [redacted]].

2.11. all money sums mentioned in this agreement are calculated net of VAT, which [redacted].

2.12. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted], [redacted].

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3. Basis of agreement

3.1. Nothing in this agreement shall be deemed to create a partnership or the relationship [redacted].

3.2. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he [redacted], [redacted].

3.3. All conditions, warranties and other terms implied by the law of any country are hereby excluded [redacted].

3.4. The Principal may assign or transfer the [redacted].

3.5. This agreement is personal to the Agent. The Agent may not delegate or sub-[redacted].

4. Terms of appointment

4.1. The Principal hereby appoints the Agent as his exclusive / non-exclusive agent in the Territory for the sale of the Services, and the Agent hereby [redacted], [redacted].

OR

4.2. The Principal hereby appoints the Agent as his exclusive / non-exclusive world-wide sales agent for all present and [redacted].

4.3. [The agency created by this agreement is not exclusive in that the Principal will supply Services to customers who order direct without reference to the Agent and [redacted]].

4.4. The Principal now authorises the Agent to act [redacted]:

4.4.1 identify prospective customers for the Services;

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4.4.2 negotiate sales contracts within the parameters set by the Principal and notified [redacted];

4.4.3 monitor contract performance by the Principal and the customer, including acceptance of contract terms, delivery of [services], payment, [redacted].

4.5. In marketing the Services the Agent shall describe himself as [Sales [redacted]];

4.6. The Agent shall be responsible for obtaining all regulatory approvals and licences necessary for the sale [redacted] .....

4.7. The Agent will not be involved directly or indirectly in the sale or marketing [redacted].

4.8. *[other prohibitions by the Principal].*

5. Agent's general duties

The Agent agrees that he will:

5.1. look after the interests of the Principal and [redacted];

5.2. keep the Principal informed as often as reasonably possible about any development or happening [redacted];

5.3. comply with the reasonable instructions of the Principal;

5.4. use his best endeavours to promote [redacted];

5.5. cultivate and maintain good relations with customers and [redacted];

5.6. comply with all applicable laws and regulations relating to [redacted];

5.7. advise the Principal when he becomes aware of any new law or regulation relating to the [redacted];

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5.8. refer prospective customers from outside the Territory [redacted];

5.9. not use any name or mark or get-up for any other service which could be confused with the name, [redacted]-[redacted].

6. Agent's duty to sell the Services

6.1. The Agent shall submit marketing plans and reports to the Principal in the form, on the dates and generally [redacted]1.

6.2. All sales by the Agent on behalf of the Principal shall be made on the Principal's standard terms and conditions; and the Agent shall, in the course of dealing with all customers and prospective customers for the [redacted], [redacted].

6.3. The Agent shall not make or give any promise, warranty, guarantee or representation concerning the Services other [redacted].

6.4. The Agent will co-operate with the Principal in [redacted].

6.5. The Agent will sell the Services on behalf of the Principal at the prices [redacted].

6.6. The Agent will immediately [redacted].

6.7. The Agent will not [redacted];

6.8. The Agent shall not [redacted].

6.9. Subject to this agreement, [redacted].

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7. Commission payment procedure

7.1. The Principal will pay commission to the Agent on Net Sales [redacted] [redacted].

7.2. The Principal alone [redacted].

7.3. The rates [redacted] 2 .

7.4. The Principal undertakes to send to the Agent [redacted].

7.5. Before the 10th of each month the Principal will send to the Agent a statement listing the invoice numbers [redacted]. [redacted], [redacted], [redacted] [redacted] / [redacted] / [redacted] / [redacted] / [redacted]].

7.6. If either party fails to pay any money due to the other party [redacted], [redacted] [10] [redacted], [redacted].

7.7. In all questions of currency conversion, the conversion calculation shall be made [redacted]. [redacted]. [redacted], [redacted].

7.8. All sums payable under this agreement are exclusive of any value added [redacted], [redacted], [redacted].

7.9. Each party shall keep proper accounts to record each [redacted]. [redacted] 7 [redacted], [redacted].

7.10. If at any time the Agent has taken orders for Services which are not subsequently delivered to the customer [redacted], [redacted]

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[redacted] .

8. Rights and duties of the Principal

The Principal remains at all times and in all circumstances in [redacted] , [redacted] . [redacted] , [redacted] :

8.1. look after the [redacted] ;

8.2. supply to the Agent from time to time:

8.2.1 appropriate quantities of catalogues, [redacted] , [redacted] ;

8.2.2 equipment appropriate to create [redacted] [[redacted]] [redacted] .

8.3. honour all contracts for sale of the Services concluded by the Agent [redacted] , [redacted] .

8.4. give reasonable notice to the Agent [redacted] .

8.5. promptly and efficiently [redacted] ;

8.6. tell the Agent immediately he becomes aware of any actual [redacted] ;

8.7. provide to the Agent each month a list of customers [redacted] .

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9. Confidential Information

9.1. In respect of the Confidential [redacted]:

9.1.1 use his best endeavours to [redacted];

9.1.2 not store, copy, or use the Confidential [redacted] [[redacted] . . . .];

9.1.3 not use or disclose Confidential Information except to such [redacted];

9.1.4 explain to all relevant employees, agents and sub-contractors [redacted] - [redacted].

9.1.5 from today until the expiry of five years from the termination of this [redacted].

9.2. This paragraph does not apply to disclosure:

9.2.1 made by order of the court;

9.2.2 of information or knowledge which comes [redacted];

9.2.3 as may be minimally necessary to [redacted].

9.3. The obligations set out in this paragraph [redacted].

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10. Intellectual Property

The Agent acknowledges that the Intellectual Property belongs exclusively to the Principal and if the Agent should create any new intellectual [redacted], [redacted]. [redacted]. [redacted], [redacted]:

10.1. be vigilant in seeking out any infringement of the [redacted].

10.2. not cause or permit anything [redacted].

10.3. not within [three] years of termination of this contract, [redacted], [redacted], [redacted].

10.4. notify the Principal [redacted];

10.5. take such reasonable action as the Principal [redacted];

10.6. compensate the Principal for any [redacted];

10.7. on the expiry or termination of this [redacted];

10.8. not use [the [redacted]] [redacted];

10.9. not use any name or mark [redacted];

10.10. not use the [redacted];

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10.11. not use [the Trade Name] [redacted] [[redacted]] [redacted];

10.12. hold any additional goodwill generated by him [redacted] [[redacted]] [redacted].

11. No competition

11.1. The Agent agrees that he will not within [redacted], [redacted], [redacted]:

11.1.1 advise, instruct, do or assist in any activity the effect of which is [redacted];

11.1.2 advise, instruct, do or assist in any [redacted];

11.1.3 employ or provide work to any person who was [redacted].

11.2. The Agent agrees that the provisions [redacted].

11.3. The restrictions imposed by [redacted].

12. Assignment

12.1. Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without [redacted], [redacted]

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[redacted], [redacted].

12.2. The Agent shall not be entitled to assign this agreement or any of its [redacted].

13. Sale of business or change of Control

13.1. Any change of Control of the Agent whether [redacted].

13.2. The fact that after the change of Control, [redacted].

13.3. The Agent agrees that this provision is fair.

14. Termination

14.1. The Principal may terminate this agreement on [redacted]:

For the first 12month period from today	€ [00000]
For the second 12 month period from today	€ [00000]
For the third 12 month period from today	€ [00000]
For any 12 month period thereafter	€ [00000]

14.2. The Principal may terminate this agreement immediately if control of the [redacted], [redacted], [redacted], [redacted];

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14.3. Either party may terminate this agreement:

14.3.1 by giving [3] [redacted];

14.3.2 immediately if the other of [redacted] 28 [redacted].

14.3.3 immediately, if the other of them has committed a [redacted] [[redacted] 28 [redacted]];

14.3.4 immediately, if a receiver or [redacted] ([redacted]) [redacted]).

14.4. Any termination of this agreement by this [redacted].

15. Consequences of termination

Upon the [redacted]:

15.1. the Agent [redacted];

15.2. this agreement shall continue to be effective until all Services contracted for [redacted].

15.3. the parties continue to have [redacted].

15.4. If the Principal [redacted]:

15.4.1 is not in breach of this agreement;

15.4.2 has achieved agreed sales targets;

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15.4.3 is not otherwise at [redacted];

then the Principal shall pay to the Agent by [redacted] [[redacted]] [redacted].

16. Data Protection Act 2018 Compliance

16.1. To satisfy the Principal's and the Agent's legal obligations in connection with the personal data of a customer or client located [redacted], [redacted] 2018. [redacted] [3], [redacted].

16.2. Those obligations shall continue [redacted].

17. Miscellaneous matters

17.1. The Agent undertakes to provide to the Principal his current land address, e- [redacted].

17.2. No amendment or variation to this agreement [redacted], [redacted].

17.3. The parties acknowledge and agree that this [redacted].

17.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted]. [redacted], [redacted]

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[redacted].

17.5. The rights and obligations of the [redacted].

17.6. Any obligation in this agreement [redacted].

17.7. No failure or delay by any party to exercise any right, [redacted].

17.8. Any communication to be served on either of the parties [redacted]-[redacted].

It shall be deemed to have been delivered:

> if delivered [redacted]: [redacted];
>
> if sent by post [redacted]: [redacted] 72 [redacted];
>
> If sent by e-mail to the address from which the receiving party has last sent e-mail: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]].

17.9. In the event of a dispute between the parties to this agreement, [redacted].

17.10. So far as the law permits, [redacted], [redacted]. .

17.11. Neither party shall be liable for any failure or delay in [redacted]

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[redacted], [[redacted]].

17.12. In the event of any conflict between any term of this agreement and the [redacted], [redacted].

17.13. The validity, construction and performance of this agreement shall [redacted].

Signed by [personal name] on behalf of [named [redacted]] [redacted] / [redacted] [[redacted]] [redacted].

Signature

Witness to signature:	[Signature]
name:	[Name]
Address	[Address]

[redacted] [[redacted]] [redacted] [[redacted]] [redacted] / [redacted] [[redacted]] [redacted].

Signature

Witness to signature:	[Signature]
name:	[Name]
Address	[Address]

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Schedule 1: Marketing plans

[[redacted]*].*

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Schedule 2: Commission rates

[[redacted] *]*.

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Schedule 3: Data Protection Act 2018 Compliance

1. Definitions

[redacted]:

"Act"	means the Data Protection Act 2018.
"Associate"	[redacted].
"Directive"	[redacted] (EU) 2016/680 [redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted] 2008/977/[redacted].
"DPC"	means the Data Protection Commission.
"the Data Protection Regulation"	[redacted] (EU) 2016/679 [redacted] 27 [redacted] 2016 [redacted] 95/46/[redacted] ([redacted]).
"the Law"	means all or any of: (a) the Data Protection Regulation, (b) the Act, (c) the Data Protection Act 1988,

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(d) the Data Protection Act 2003,
(e) regulations made under the Act,
(f) Directive.

"[redacted]", "[redacted]", “[redacted]-[redacted]”, "[redacted]", "[redacted]", "[redacted]", "[redacted]" [redacted]" [redacted]" [redacted], [redacted].

[redacted], “[redacted]”, [redacted].

2. Data Protection

2.1. [redacted].

2.2. [redacted], [redacted].

2.3. [redacted].

2.4. [redacted] 1 [redacted].

3. How the Principal and the Agent shall process data

[redacted], [redacted], [redacted]:

3.1. [redacted] ([redacted]);

3.2. [redacted];

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3.3. [redacted] - [redacted] - [redacted], [redacted];

3.4. [redacted], [redacted] - [redacted]. [redacted]. [redacted], [redacted].

3.5. [redacted] - [redacted], [redacted] - [redacted].

3.6. [redacted], [redacted] - [redacted], [redacted] - [redacted].

3.7. [redacted], [redacted] ([redacted]) [redacted]:

3.7.1 [redacted], [redacted]; [redacted]

3.7.2 [redacted]; [redacted]

3.7.3 [redacted]. [redacted]. [redacted], [redacted] / [redacted], [redacted]

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[redacted]

3.7.4 [redacted]

3.7.5 [redacted]

3.8. [redacted]:

3.8.1 the pseudonymisation and encryption of personal data;

3.8.2 [redacted];

3.8.3 [redacted];

3.9. [redacted]:

3.9.1 [redacted];

3.9.2 [redacted];

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3.9.3 [redacted]

3.9.4 [redacted] 32 (1) [redacted] ;

3.10. [redacted]

3.11. [redacted] 24 [redacted]) [redacted] ;

3.12. provide reasonable assistance to each other in:

3.12.1 [redacted] ;

3.12.2 [redacted] ;

3.12.3 [redacted] ;

3.12.4 [redacted] ;

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3.12.5 [redacted]

3.13. [redacted]

4. Post termination

4.1. [redacted]:

4.1.1 [redacted];

4.1.2 [redacted];

4.1.3 [redacted];

4.1.4 [redacted] 14 [redacted].

4.2. [redacted].

5. Warranty and acceptance of liability

5.1. [redacted]

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[redacted].

5.2. [redacted], [redacted] - [redacted], [redacted] / [redacted].

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Appendix 1 to Schedule 3

Data Processing Activities

What either party may process in each category

1. [redacted]

1.1. Name

1.2. Address

1.3. Email address

1.4. Telephone number

1.5. [redacted]

1.6. [redacted]

1.7. [[redacted]]

2. Processing the data of these data subjects

[redacted]

3. [redacted]

3.1. [redacted]

3.2. [redacted]

4. Retention period

4.1. [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted].

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4.2. [redacted], [redacted].

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Explanatory notes:

Sales agency agreement: sale of services

General notes

1. European Communities (Commercial Agents) Regulations, 1994 ■ ■ ■ ■ 1997

This document provides compliance with the European Communities (Commercial Agents) Regulations (1994 and 1997) . These regulations are ■ ■ ■ ■

■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

5. Agent's general duties

Regulatory approvals are generally the prime responsibility of the principal. However, the person on the ground locally may be far better placed to deal with local bureaucracy. ■■■

Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights, ■ . ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

11. No competition

Often called “covenants in restraint of trade”. Such terms are generally not acceptable as contrary to ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

12. Assignment

Give careful thought to this. It is not an alternative to a “Change of control” provision. This paragraph deals with what happens if one party wants to sell or transfer ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

13. Sale of business or change of Control

The last paragraph on “assignment” does [redacted].

In practice however, the personal element may be important to you or you may [redacted].

Of course, it also [redacted].

14. Termination

The termination notice periods will reflect the difficulty to either or both parties [redacted].

15. Consequences of termination

We have no comment.

16. Data Protection Act 2018 Compliance

Self explanatory provisions.

The Data Protection Act 2018 applies to all personal data which passes through your organisation or that of your agent in [redacted].

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The scope includes data about [redacted] “ [redacted] ” [redacted] , [redacted] .

A data controller decides the purposes [redacted] , [redacted] . [redacted] .

Because a sale agency involves the probability that personal data will [redacted] , [redacted] .

Where you are the processor, [redacted] .

You should identify whether your business is a "data controller" or a " [redacted] " [redacted] . [redacted] . [redacted] , [redacted] , [redacted] . [redacted] , [redacted] .

It is important that [redacted] .

The full requirements can be found at:
https://www.dataprotection.ie/docs/710-What-should-be-contained-in-a-contract-between-a-Data-Controller-and-a-Data-Processor/654.htm

http://gdprandyou.ie/wp-content/uploads/2018/05/Guidance-for-Data-Processing-Contracts-GDPR.pdf

Please note that we [redacted] 3 [redacted] .

The Appendix is for you to edit. We have entered [redacted] . [redacted] , [redacted] , [redacted] . [redacted] , [redacted] , [redacted] .

We suggest leave [redacted] .

17. Miscellaneous matters

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A number of special points. We have identified each of these as [redacted] .

Schedule 1 Marketing plan

To be completed to provided the appropriate information.

Schedule 2 Commission rates

To be completed to provided the appropriate information.

Schedule 3 Data Protection Act 2018 Compliance

Self explanatory.

End of notes

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