IE-MADagt07

Introducer agreement

Dated: [Date]

The Company: [Company]

Introducer: [Name]

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Schedule 1 Terms and triggers for payment

Schedule 2 Marketing plans

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This agreement is dated: [date]

The Company is: [company's name] ("the Company")

The Company's address is: [company's address]

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

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

The contract terms are:

1. Definitions

"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

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

......

■;

"Intellectual Property"

means intellectual property owned by the Company, 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,

"Know-how"	means methods, procedures and ways of working and organising which are •••••••••••••••••••••••••••••••••••
"Net Sales Receipts"	means the money receivable for sales of the Products after deduction of any sales tax, packing and delivery costs and service provider costs charged by any person relating to
"Product"	means any product, goods or service offered for sale from time to
"Territory"	means the country / state/ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■].

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
2.2.	A reference to a person includes a human individual, a corporate entity and any organisation
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
2.4.	In the context of permission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2.5.	The headings to the paragraphs and schedules (if any) to this agreement are inserted
2.6.	Any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.7.	A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■ ■ ■
2.8.	The words "without limitation" shall be deemed to follow any use of the words " \blacksquare
2.9.	A reference to an act or regulation includes new law of substantially the same
2.10.	In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.11.	All money sums mentioned in this agreement are calculated net of VAT, which
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
Rasi	is of agreement
3.1.	Nothing in this agreement shall be deemed to create a partnership or
3.1.	the relationship of employer and employee between the parties. Neither party is
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

3.3.		ditions, warranties and other terms implied by the law of any are hereby excluded •••••••••••••••••••••••••••••••••••	
3.4.	The Co ■ .	ompany may assign or transfer the	
3.5.		roducer has agreed to seek out clients/customers for the any for the sale of the Products [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
3.6.	This agreement is personal to the Introducer. The Introducer may not delegate or sub-		
Terr	ns of	appointment	
4.1.		ompany agrees to pay the Introducer for each introduction to a customer in the terms set out	
4.2.		roducer is not bound to seek out clients/customers nor is the any bound	
4.3.		greement does not restrict the Company from appointing any erson to	
4.4.	The Co	ompany now authorises the Introducer to act	
	4.4.1	identify prospective [clients/customers] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	4.4.2	negotiate sales contracts within the parameters set by the Company and notified • • • • • • • • • • • • • • • • • • •	
	4.4.3	monitor contract performance by the Company and the customer, including acceptance of contract terms, delivery of [Products], payment,	

4.5.	The Introducer shall not be responsible for obtaining regulatory approvals and licences necessary for •••••••••••••••••••••••••••••••••••
4.6.	The Introducer will not be involved directly or indirectly in the sale or marketing .
4.7.	The Introducer may display and use the trademark and/ or logo of the Company subject to the prior written permission of ••••••••••••••••••••••••••••••••••
4.8.	The Introducer will pay all expenses incurred by him in searching for
4.9.	[Other prohibitions by the Company].
Intro	oducer's way of working
The I	ntroducer agrees that he will:
5.1.	look after the ••••;
5.2.	keep the Company informed as often
	••••;
5.3.	comply with the reasonable instructions of the Company;
5.4.	cultivate and maintain good relations with [= = = / = = =] = = = = = = ;
5.5.	comply with all applicable • • • • • • • • • • • • • • • • • • •
5.6.	advise the Company when he becomes aware
5.7.	refer prospective [clients/ • • • •] • • • • • • • • • • • • • •
5.8.	not use any name or mark or get-up

5.9.	bring to the notice of anyone he might
5.10.	not make or give any promise, warranty,
5.11.	co-operate = = = = = = = = = = = = = = = = = = =
5.12.	immediately inform the •••••••••••••••••••••••••••••••••••
5.13.	not use any •••••;
	,
Pay	ment procedure
6.1.	The Company will pay payment • • • • • • • • • • • • • • [• • • •
6.2.	The Company alone will • • • • • • • • • • • • • • • • • •
6.3.	The Company undertakes to send to the Introducer a copy ■ ■ ■ ■ ■
6.4.	Before the 10th of each month the Company will send to the Introducer a statement listing the invoice numbers
6.5.	Payment will be • • • • • • [• • • • • • • • • • • •
6.6.	In all questions of currency conversion, the conversion calculation shall be made

6.7.		ns payable under this agreement are exclusive of any value
	••••	
Rigl	hts an	d duties of the Company
	Company	remains at all times and in all circumstances in
		•:
7.1.		ter the = = = = = ;
7.2.	supply	to the Introducer from time to time:
	7.2.1	appropriate quantities of catalogues, •••••, ••••
	7.2.2	equipment appropriate to create • • • • • • • • • • • • • • • • • • •
	7.2.3	names and addresses of any [
7.3.		all contracts for sale of the Products concluded by the
		
7.4.	••••	asonable notice to the Introducer
7.5.	prompt	l = = = = . :ly and efficiently = = = = = = = = = = = = = = = = = = =
7.6.	comply	with all the applicable laws and regulations relating to the method of packaging

	••••	
7.7.	tell the	Introducer immediately he becomes aware of
7.8.	provide	e to the Introducer each month a list of [= = = / = = =] = = =
Con	nfident	tial Information
8.1.	In resp	ect of the Confidential
	8.1.1	use his best endeavours
	8.1.2	not store, copy, or use the Confidential • • • • • • • • • • • • • • • • • • •
	8.1.3	not use or disclose Confidential Information except to such ■ ■
		;
	8.1.4	explain to all relevant employees, agents and sub-contractors
	8.1.5	from today until the expiry of five years from the termination of this •••, ••• •••
8 2	This na	aragraph does not apply to disclosure:

- 3.2. This paragraph does not apply to disclosure:
 - 8.2.1 made by order of the court;

	8.2.2	of information or knowledge which comes • • • • • • • • • • • • • • • • • • •
	8.2.3	as may be minimally necessary to
8.3.	The ob	ligations set out in this paragraph
Inte	llectua	al Property
		r acknowledges that the Intellectual Property belongs the Company and
•••		••:
9.1.	take ar	ny action necessary to
9.2.	be vigil	ant in seeking out any infringement of the
9.3.	-	he Company
9.4.		ich reasonable action as the Company
9.5.	not use	e any name or mark
9.6.	not use	

10. No competition

11.

	•	
10.1.	••••	roducer agrees that he will not within • • • • • • • • • • • • • • • • • • •
		advise, instruct, do or assist in any activity the effect of which is
	10.1.2	advise, instruct, do or assist in any
		••;
	10.1.3	employ or provide work to any person who was • • • • • • • • •
10.2.	The Inti	roducer agrees that the provisions
		••••
10.3.	The res	strictions imposed by
Tern	ninatio	on
Either	party m	ay terminate this agreement:
11.1.	by givin	g [3] ••••••;
11.2.		ately if control of the Introducer, being a , , , , , , , , , , , , ,
11.3.		ately if the other of • • • • • • • • • • • • • • • • • •

		= 28 = = = =];
	11.5.	immediately, if a receiver or • • • • (• • • • • • • • • • • • • •
	Any te	ermination of this agreement by this = = = = = = = = = = = = = = = = = = =
12.	Con	sequences of termination
	Upon	the = = = = = = = = = = = = = = = = = = =
	12.1.	the Introducer shall • • • • • • • • • • • • • • • • • •
	12.2.	this agreement shall continue to be effective until all Products contracted
	12.3.	the parties continue to have
13.	Data	a Protection Act 2018 Compliance
	13.1.	To satisfy the Company's and the Introducer's legal obligations in connection with the personal data of a customer or client located
		2018.
		••••••••••••••••••••••••••••••••••••••
	13.2.	Those obligations shall continue

14. Miscellaneous matters

14.1.	The Introducer undertakes to provide to the Company his current land address, e- • • • • • • • • • • • • • • • • • •
14.2.	No amendment or variation to this agreement
14.3.	The parties acknowledge and agree that this •••••••
14.4.	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
14.5.	The rights and obligations of the
	•.
14.6.	Any obligation in this agreement
14.7.	No failure or delay by any party to exercise any right, ■ ■ ■ ■ ■ ■ ■
14 8	Any communication to be served on either of the parties
14.0.	
	It shall be deemed to have been delivered:
	if delivered = = = = = = : = = = = = = = = = = = =

		I ■ ;
		sent by post = = = = = = = = = = : = = = 72 = = =
		;
		f sent by e-mail to the address from which the receiving party has last sent e-mail:
	•	• • •].
14.9.	In the e	vent of a dispute between the parties to this agreement, ■ ■ ■ ■
14.10.	So far a	s the law permits,
14.11.		reement may be executed in multiple counterparts
	•••	
		party shall be liable for any failure or delay in
14.13.		vent of any conflict between any term of this agreement and the
14.14.		■■■■. dity, construction and performance of this agreement shall ■■
	••••	

Signed on our behalf by [personal name] who personally accepts liability for the
proper authorisation to enter into this agreement by [company name].

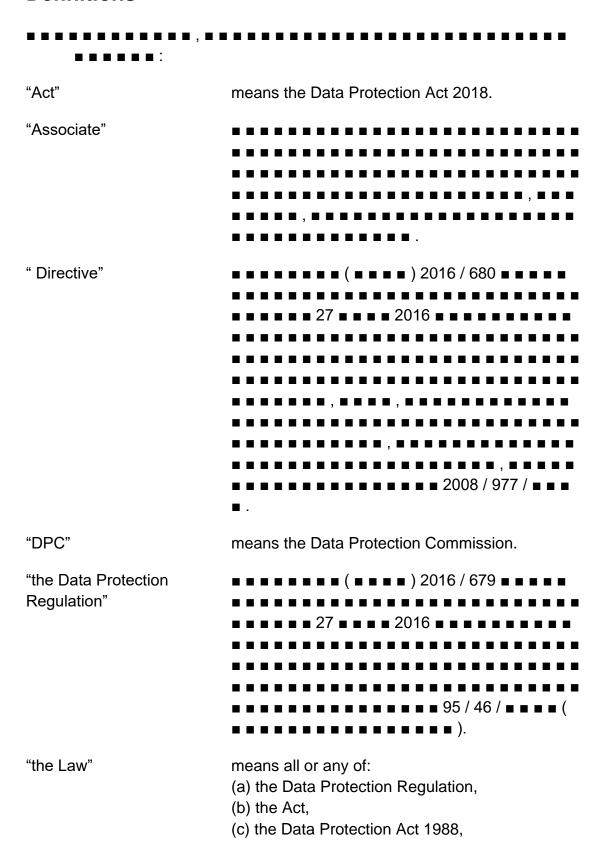
Signed by [personal name], duly authorised for the Introducer:

Schedule 1: Terms and triggers for payment
[
<i>].</i>

Schedule 2: Marketing pl	ans	
[
,		
 		

Schedule 3: Data Protection Act 2018 Compliance

1. Definitions



2. Data Protection 2.1. 2.2. 2.3. 2.4. 3. How the Company and the Introducer shall producta	
2.1. 2.2. 2.3. 2.4. How the Company and the Introducer shall products	
2.2. 2.3. 2.4. How the Company and the Introducer shall producta	
2.4. 2.4. How the Company and the Introducer shall producta	• • • • •
2.4. 3. How the Company and the Introducer shall producta	
3. How the Company and the Introducer shall producta	• • • • •
data	••••
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3.1.	

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

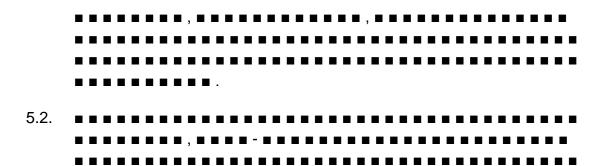
(f) Directive.

3.2.								 					
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3.3.								 					
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3.5.								 					
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	3.7.3							 					
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	3.7.4	
	3.7.5	
3.8.	, ,	
	3.8.1	the pseudonymisation and encryption of personal data;
	3.8.2	,,
	3.8.3	
3.9.		
	3.9.1	

	3.9.2
	3.9.3
	3.9.4
3.10.	
3.11.	24)
3.12.	provide reasonable assistance to each other in: 3.12.1
	3.12.2
	3.12.3
	3.12.4

		3.12.5				• • •		• • •	• • •				
	3.13.	::::)		• • •			 			••
4.	Pos	t termi	inatio	n									
	4.1.	••••				• • •		•••		 	:	• • •	
		4.1.1											
		4.1.2							• • •	 		• • •	• • •
		4.1.3	, • • •										
		4.1.4											
	4.2.		,								• • • • , •	• •	
							•••				• • •		
5.	War	ranty	and a	ccep	otan	ce c	of lia	bilit	:y				
	5.1.												



Appendix 1 to Schedule 3

Data Processing Activities

What either party may process in each category

1.		
	1.1.	Name
	1.2.	Address
	1.3.	Email address
	1.4.	Telephone number
	1.5.	
	1.6.	
	1.7.	[]
2.	Proce	essing the data of these data subjects
3.	:::	
.	•••	•••••
	3.1.	
	3.2.	
4.	Reter	ntion period
	4.1.	-,,,,,,,
		4.1.1. for accounting and taxation purposes;
		4.1.2.
		4.1.3.

4.2.

Explanatory notes:

Introducer agreement

General notes

Introducer outside the EU?

If the agreement you now anticipate is with a person or company resident outside the EU, you are free to make whatever arrangements you wish. In this case you may ■ ■

Furthermore, consideration may need to be given to territory-specific features. We refer not only to local regulations but to the difficulty in enforcing an agreement in a foreign place. It may not help you to obtain a judgement in an Irish court against a resident elsewhere. Sometimes one sees documents designed to protect the company in all manner of situations. We take the view however, that if a provision is unenforceable in practice, there is

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

...........................

 We use
 You decide to change to

 Product/Service
 F-class submarines / Device / Super gram / Radio data

 ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ■ ■

 Company
 Super factors / Jane Smith Ltd

But if you do change the defined word, make sure it applies to every use

	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered
3.	Basis of agreement
	This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If
4.	Terms of appointment
	The terms of appointment are very important. Agree all aspects of the structure in order to avoid future problems. You cannot
	••••
5.	Introducer's way of working
	This paragraph is intended to protect your brand and
6.	Payment procedure
	The arrangement will be written in Schedule 1. This paragraph is about the method of payment.
7.	Rights and duties of the Company
	This paragraph is intended primarily to provide comfort to the introducer. Edit as
8.	Confidential Information

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We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should

	consider
9.	Intellectual Property
	Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights,
10.	No competition
	Often called "covenants in restraint of trade". Such terms are generally not acceptable as contrary to
11.	Termination
	The termination notice periods will reflect the difficulty to either or both parties of winding up the arrangement, as well as the investment each has made. ■
12.	Consequences of termination
	We have no comment.
13.	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 introducer in any
	The scope includes data about

A data controller decides the purposes \blacksquare
Because an introduction service involves the probability that personal data will
Where you are the processor,
You should to identify whether your business is a "data controller" or a " = = =
• • • • • • • • • • • • • • • • • • •
It is important that
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
The Appendix is for you to edit. We have entered
We suggest leave •••••••••••••••••••••••••••••••••••
Miscellaneous matters
A number of special points. We have identified each of these as ••••••

Schedule 1 Terms and triggers for payment

To be completed to provided the appropriate information.

Schedule 2 Marketing plans

To be completed to provided the appropriate information.

Schedule 3 Data Protection Act 2018 Compliance

Self explanatory.

End of notes